

**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, November 16, 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 Tuesday, November 10, 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) Minutes of Regular Meeting of 11/02/2015..... 1-8
B) 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) Presentation:

- A) Summary of Findings: Ontario Residents Survey re: Ontario Aquatic Center (PowerPoint). . . . 9-31

8) New Business:

- A) Request Temporary Leave of Absence for Military Call Up - Councilor Thomas Jost. 32-35
B) Intergovernmental Agreement for Transportation and Growth Management Program. 36-62
C) Resolution #2015-151: Receive/Expend Funds re Shop with a Cop. 63-64

9) Hand-Outs/Discussion Items

- A) Idaho Power Site Readiness Consultant Reports
B) County Court Minutes 10/28/2015
C) SREDA Minutes 11/04/2015; Annual Minutes 10/21/2015
D) Financials

10) Correspondence, Comments and Ex-Officio Reports

11) Executive Session: ORS 192.660(2)(a)

12) Adjourn

**ONTARIO CITY COUNCIL MEETING MINUTES
Monday, November 2, 2015**

The regular meeting of the Ontario City Council was called to order by Mayor Ronald Verini at 7:00 p.m. on Monday, November 2, 2015, in the Council Chambers of City Hall. Council members present were Ronald Verini, Norm Crume, Betty Carter, Charlotte Fugate, Tessa Winebarger, and Thomas Jost. Larry Tuttle was excused.

Members of staff present were Tori Barnett, Marcy Siriwardene, Dan Cummings, Kari Ott, Dan Shepard, Sgt. Rick Esplin, Cliff Leeper, and Betsy Roberts. The meeting was recorded and copies are available at City Hall.

Tessa Winebarger led everyone in the Pledge of Allegiance.

AGENDA

Mayor Verini reminded everyone that they had moved Item 8A [*Resolution #2015-150: Intent to Establish LID #48 – West Idaho Avenue into Plaza Subdivision*] up to the first action under New Business during the Thursday work session.

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-out; Carter-yes; Verini-yes. Motion carried 6/0/1.

CONSENT AGENDA

Norm Crume moved, seconded by Tessa Winebarger, to approve the Consent Agenda, which included the Minutes from the Regular Meeting of October 19, 2015, and Approval of the Bills. Roll call vote: Crume-yes; Winebarger-yes; Fugate-yes; Jost-yes; Tuttle-out; Carter-yes; Verini-yes. Motion carried 6/0/1.

NEW BUSINESS (Moved up from 8A)

Resolution #2015-150: Intent to Establish LID #48 – West Idaho Avenue into Plaza Subdivision

Mayor Verini stated there had been quite a bit of discussion on this action at the Thursday work session, and asked if there was any additional information that needed to be provided to Council?

Dan Shepard, Engineering Technician, state he had been asked at the work session if he was sure there was adequate right of way on the North side of the Oakes property. Following his research, it was discovered that the Oakes property was in the Ire Rose Subdivision, so it was not 20' off that property, it was just a total of 40' between the two properties. Therefore, the right-of-way was as shown.

Mayor Verini asked if there was any additional information from the public, that could be added to the record?

Charles Oakes stated he had a summary of the arguments discussed prior to the work session, and then at the work session. He had identified them and enumerated them. He would be happy to present that.

Mayor Verini stated they had it word for word already, but he would accept the summary into the record. [*Attached and incorporated into the permanent record of this proceeding*].

Norm Crume moved, seconded by Thomas Jost, to **deny Resolution 2015-150**. Roll call vote: Crume-yes; Winebarger-yes; Fugate-yes; Jost-yes; Tuttle-out; Carter-yes; Verini-yes. Motion carried 6/0/1.

****For the record, below is the presentation by Dan Shepard, Public Works Engineering Tech, which was presented to Council for discussion at the Thursday work session. This presentation was NOT given during the Monday night meeting, but in the interest of future readers, it seems prudent to include his report.**

Public Works staff received a request for the formation of a Local Improvement District (LID) to construct an extension of West Idaho Avenue from Dorian Drive to Plaza Subdivision. The proposed LID would construct a paved street with curb and gutter, storm water improvements and relocation of the existing irrigation system. Sanitary sewer and water mains were already in place. A total of three property owners were affected. A request for interest in the formation of the LID was sent out to all property owners.

West Idaho Avenue was not improved between Dorian Drive and Plaza Subdivision. There is an existing right of way that is forty feet wide. There are three property owners that have frontage on this portion of West Idaho Avenue. The three properties are within the city limits. Two of the three properties have a Deferred Improvement Agreement (DIA) with the City of Ontario. This agreement committed the property to participate in an LID, but also reserved the owner's right to protest the formation of the LID. One of the two properties that had a DIA also had a settlement from a law suit that resulted in an amount of money to be deposited with the city for their share of the LID costs. Water and sanitary sewer are currently in place in the right of way. A request for an additional ten feet of right of way off of all properties would be part of the LID. That would meet the standard for a Neighborhood Collector from the City of Ontario Transportation Plan. Plaza Subdivision was fully built out with 48 single family residences. SW 2nd Avenue provided only access/egress to the subdivision. The construction of West Idaho Avenue would provide a second point of access/egress.

City staff prepared preliminary cost estimates for the extension of West Idaho Avenue with curbs, gutters and sidewalks. Of the three property owners, two responded back to a request of interest in forming an LID as being against formation of the district. The letter of request to form the district and the two letters against forming the district were included in the file.

Title 8, Chapter 2, Section 8-2-2 of the City Code, required City Council authorization by resolution to declare the intent of forming an LID and to authorize the Public Works Director to submit a written report. As noted on the procedure, this was the first step in the process. There are numerous steps that must be followed in order to create a LID

In the past, the city hired a consulting engineering firm to create the Director's Report as Step 2 of the procedure. Public Works staff would be preparing this report in lieu of hiring an outside firm. Costs for the engineering should be included in the final assessment cost should this project go forward. The City of Ontario would provide interim construction financing. The estimated cost of the improvements was \$405,339. The settlement costs deposited with the city was \$137,977.20, leaving a total estimated cost of \$267,361.80 for interim financing by the city.

PUBLIC COMMENT

Roger Watts, Ontario, commented that the newspaper did not state what street the above action was about, and that seemed important. He also requested that a ditch be fixed near Dorian Drive. Further, he wanted to know what size the road would be made into in the future, if this action were to continue.

Tori Barnett, Interim City Manager, clarified for Mr. Watts that the action he was questioning had been denied, not approved.

Mayor Verini asked City Planner Dan Cummings to research the ditch question for Mr. Watts, and to verify if was even located within the city limits.

Mr. Watts stated he hadn't realized the action had failed, that no LID would be forming, and that had been why he wanted to speak. He thanked the Council for their time.

OLD BUSINESS

Ordinance #2711-2015: Amend OMC Chapter 4, Title 3: Limiting Business Registration Requirements to Businesses with a Fixed Location (Final Reading)

Tori Barnett, Interim City Manager, presented, in the absence of the City Attorney.

In 2015, the City Council enacted Ordinance No. 2702-2015 to establish a business registration requirement for businesses operating in the City. The ordinance required many businesses to complete a registration application with the city, whether or not those businesses had a physical location in the city. The purpose of proposed Ordinance No. 2711-2015 was to change the business registration requirements to exclude all businesses that were not operating from a fixed business location in the city. One of the stated purposes for enacting Ordinance No. 2702-2015 was to provide the Fire Department with information about the physical layout of businesses, as well as potential fire hazards. This would not apply to businesses that had no fixed location in the city.

In addition, if a business had no fixed location in Ontario, it was difficult to determine what business activities were being conducted, except by word of mouth. This made it difficult to uniformly enforce the business registration requirement.

On October 19, 2015, the Council passed Ordinance 2711-2015 on First Reading.

Tessa Winebarger moved, seconded by Charlotte Fugate, to **approve Ordinance No. 2711-2015, AN ORDINANCE AMENDING CHAPTER 4 OF TITLE 3 OF THE ONTARIO CITY CODE TO LIMIT THE CITY'S BUSINESS REGISTRATION REQUIREMENTS TO BUSINESSES WITH A FIXED LOCATION IN THE CITY, on Second and Final Reading by Title Only.** Roll call vote: Crume-yes; Winebarger-yes; Fugate-yes; Jost-yes; Tuttle-out; Carter-yes; Verini-yes. Motion carried 6/0/1.

Ordinance #2712-2015: Amend Comprehensive Plan & Zoning Map Rezoning Old Armory to C-1, City Light Commercial (Final Reading)

Dan Cummings, City Planner and Economic Development Director, stated at its regular meeting of October 12, 2015, the Planning Commission heard the rezone proposal contained in Planning File 2015-08-13 RZ, which was applicable to two properties located along the south side of NW 8th Avenue, known as Tax Lot 201, Assessor's Map 18S47E04AC, which was on the west side of NW 8th Street, and Tax Lots 2600 and 2700, Assessor's Map 18S47E04AD, lots that were between NW 7th Street and NW 8th Street and the south side of NW 8th Avenue. Based upon that Hearing, a recommendation for approval was provided to the Council by the Commission.

On October 19, 2015, the Council heard the First Reading of Ordinance #2712-2015, and passed it on by Title Only.

Betty Carter moved, seconded by Thomas Jost to **approve Ordinance #2712-2015, AN ORDINANCE AMENDING THE CITY OF ONTARIO COMPREHENSIVE PLAN AND ZONING MAP FROM CITY PUBLIC FACILITY (PF) TO NEIGHBORHOOD COMMERCIAL (C-1) ZONE CLASSIFICATION FOR TWO PROPERTIES (THREE TAX LOTS) ON TAX MAP 18S47E04AC IDENTIFIED AS TAX LOT 201; AND TAX MAP 18S47E04AD IDENTIFIED AS TAX LOTS 2600 AND 2700, on Second and Final Reading by Title Only.** Roll call vote: Crume-yes; Winebarger-yes; Fugate-yes; Jost-yes; Tuttle-out; Carter-yes; Verini-yes. Motion carried 6/0/1.

NEW BUSINESS

Appointment to Recreation Board

Tori Barnett, Interim City Manager, presented.

There was currently a vacancy on the Ontario Recreation Board. Eric Evans, Ontario, submitted a letter of interest in filling the position. Mr. Evans' letter was received subsequent to the October Recreation Meeting; however, after speaking with Recreation Manager Debbie Jeffries, it was believed Mr. Evans' request for appointment would see no opposition from the other committee members. If appointed, Mr. Evans would complete the term of the vacated position, December 31, 2018, and would be eligible for reappointment at that time.

Charlotte Fugate moved, seconded by Norm Crume, that the City Council appoint Eric Evans to the Recreation Board, with a term to expire December, 2018. Roll call vote: Crume-yes; Winebarger-yes; Fugate-yes; Jost-Yes; Tuttle-out; Carter-yes; Verini-yes. Motion carried 6/0/1.

CORRESPONDENCE, COMMENTS, EX-OFFICIO REPORTS

Ms. Barnett stated she had no items that were for discussion, but noted the Katherine Collins was in the audience, who was probably there to address the Children's Relief Nursery property issue.

Betsy Roberts, CH2, Engineer, stated they had been asked about costs last Thursday, so they had asked Ms. Collins to attend the meeting. After review of the proposal, questions had been asked about costs. It came to them in July of last year, when they had just started working with the city, managing Public Works. They had been told that city staff had agreed to construct the water line. But then the project went away. What they did, was look at the cost of a water line. The map showed the area, and what it showed was the full length. The yellow squares were the properties that were being discussed. In 6th Street, in the middle block, between 7th and 8th Avenues, there was a dashed blue line, representing "full length", which was 370' of water line installation. It would create a loop for the city, which was nice to have. When they researched the Water Master Plan, it was not planned to be looped, but obviously somebody was planning it because the water line had come up from down at 9th, up to 8th already, so it was heading that direction, coming down to 7th. There was one block missing. Pricing that out, the numbers were almost \$14K worth of materials, which was understood that Treasure Valley Children's Relief Nursery would be paying for. But, the labor would fall to Public Works staff, and that was approximately \$19,200, when they computed all the hours calculated at the standard hourly rate, which was a pretty significant chunk that CH2 had not anticipated. In looking at alternatives, and speaking with the City Planner, and with CK3, and with Kathy Collins, to see where the funding could possibly come from, and to better understand the history of the project. The Council could see that in the second box down, where it read "partial length 210'", it pointed to a red dash line. That was to get them to the extent of their proposed property. There were two black lines that ran across the yellow, as they were planning to do a lot line shift to redivide these properties into three chunks, going east/west. This would extend to the full length of their middle section of property, which was where they were developing. That fit with one of the codes that spoke to the extension of utilities up to the farthest point of the property, but it also indicated that all should be completed before the road was surfaced. Obviously, it hadn't been, as it wasn't in the Master Plan. That price would be roughly \$8K in materials, and \$11K in labor, so \$18K. Better, but still the \$11K on the labor issues would pose a challenge. In looking at the minimal amount of work that could done, while still servicing the property. On the bottom corner of the map, it read "no water line extension at this time. Fire hydrant and water service extended from here". They did need a fire hydrant, which could be installed by CH2 for around \$560 in labor. They'd all agree that where they fit within the city's codes and requirements, there was some intent to create a looped line, and would still be a good idea to do. As the Fire Chief was not in attendance that night, it would be important to ensure, she had checked with the Engineers, there had not been any models run, no fire hydrants for flow testing, to ensure the 1,500 gallons per minute minimum, which was a low fire need, so that wasn't bad. They'd probably still need to check on some items to make sure they were comfortable, and in agreement that this was well served and there was adequate fire flow. There were three different arenas, with a total of almost \$34K for the full-meal deal, with labor and materials, \$19K for the 210', and then down to about \$560 for just the hydrant location.

Councilor Fugate asked about the materials on the \$560.

Ms. Roberts stated that was with all materials being paid for by TV Nursery.

Ms. Roberts stated they had a few alternatives to look at and think about. It was good that they found out, in speaking with their contractor, that the installation of the water line was not critical at this time. He could begin on the construction of the building, but they'd need to know what their project costs were going to be soon.

Mayor Verini asked what they needed from the Council.

Ms. Roberts stated they were asking what direction the Council would like them to go. She did not see where CH2 had budgeted, nor anticipated, a \$20K donation, and the \$11K was probably still more than they had anticipated. Those were some big hits for CH2 that they'd need to speak with the city about.

Councilor Jost asked Ms. Roberts if tying off with the hydrant on 8th Street would be sufficient water for the building?

Ms. Roberts stated that was their belief. That's where they could do a flow test on a hydrant nearby, run at 1,500 gallons a minute, and do some pressure testing elsewhere to gauge any drops in flow. There would be adequate water, for typical daily, domestic use and for the facility's use.

Cliff Leeper, CH2, PW Director, stated it was relatively close to an RV site complex, so there was going to be plenty of water and water pressure there.

Mayor Verini stated asked for the cost if they ran it from the hydrant only?

Councilor Fugate stated that was the \$560.

Ms. Roberts confirmed the \$560, and indicated that CH2 crews would install that. It was when the project increased to the elevens and twenties, that was a big chunk of time for staff to be out doing other than what they would normally be doing.

Councilor Jost noted with regard to the plans the Council received last Thursday, that would put the hydrant off to one side?

Ms. Roberts stated that was correct, and they'd have adequate water.

Councilor Fugate asked why they didn't just make the decision that evening; why wait until spring?

Ms. Roberts stated that would be ideal.

Mayor Verini asked if there was a consensus on the Council, or was there further discussion?

Councilor Crume verified that just putting in the fire hydrant was called a minimum way of getting this done? And the other two proposed ideas were more complex, more money, and what would they do different?

Ms. Roberts stated it covered two different areas. The full meal deal provided a loop, which was always the best thing to have in a water system. The engineers and staff were heading that direction, since they could see a water line coming in from both directions. At some point, it would be ideal to get those connected.

Councilor Crume stated if they were to do just the hydrant, the least expensive action, what risk was placed on the neighborhood, or the city, for two or more years down the road. Was anything getting hurt by this?

Ms. Roberts stated she didn't think so. That's where it was difficult to say without any water models, but as Cliff [Leeper] noted, this was close to the Eastside tanks, and that was a great source of water. The 210' line fell closer to Planning Code, 10A-60-25, where it read that *"...the developer shall be required to extend water, sewer, and storm drainage lines in the public right of way to the further most point of their property."* The 201' got them up to the further most point of their proposed developed section of property. There were other Codes, as Dan pointed out, that suggested yes, but all those improvements should have been done before it was surfaced, i.e. planned out ahead of time. It wasn't that maybe that didn't apply here, but it was also how they chose to interpret it.

Councilor Crume stated if the city would have followed their own guidelines before that area was paved, would the new developer be required to repay the expenses the city incurred for the installation?

Mr. Shepard stated if the city installed the line, yes; if a private developer put the line in, then only if they had some type of recapture agreement.

Councilor Crume stated if a private person put it in, they'd have to pay their portion of it back to the person who initially installed it.

Mr. Shepard stated that was correct. Much like they had done with Anchor Mini Storage.

Councilor Crume stated for whatever reason it hadn't been done. He wanted to make sure the proper procedures were followed, so the Council wasn't setting a precedent they didn't want to get into.

Kathy Collins, Treasure Valley Children's Relief Nursery, stated the person who sold them the lot, bought it as investment property, and the map showed where those two streets, one that needed to have a vacated right of way, but they could see where one was already cut in half. The whole idea was to be a subdivision of low income, HUD housing. She didn't know if something was done with the previous owner, or if the city was involved, but it was determined that HUD housing was maxed out, and the owner was continually losing money and paying property taxes. So the Relief Nursery purchased all three tax lots. The middle one was where they would construct their building, with the hope of selling off the remainder of the property, to perhaps develop an early childhood campus. But she didn't know who did what before.

Councilor Crume asked Dan Cummings if hooking on to the fire hydrant, the lesser way of doing things, did that meet the requirements without bending the city's own rules?

Mr. Cummings stated yes. Point of interest – the City of Ontario owned that land and they were the ones who sold it to the individual the Nursery purchased the property from. The city owned the land, probably when that street was paved. What the new owners needed to understand was the reason that water was probably not connected, was because in that part of town, the water lines used to run up the alleys. That's why it wasn't in the street. But, the new owners needed to think about if they wanted...right now, doing just the fire hydrant would meet the city's codes for this development site. They were proposing to break it into three parcels, with the new building being on the middle lot. So, that would be alright if the Council granted the request and moved forward that way. The South parcel would be okay because it had sewer and water on 9th. The North lot was the parcel they'd have to think about. When that was developed, if the building was large enough and there was a need to hook into a water line, the water line to the North, not looped, would not support the need. They'd have to loop the line, and that could create a problem if the water line was not half way up through "this" development, or if they sold it off to someone else. They needed to think about what they wanted to do with that North lot, because it could create the need for the looped line.

Mayor Verini stated that eventually, that would have to be addressed.

Mr. Cummings stated yes. They just needed to think about that because when they came in for the partition, that's when the code was going to kick in again, and they'd probably be required to do a Development Agreement with the city, stating that they'd put in the water line if and when it was required. But, it might never be needed. At this point, why have both parties expend the money when it wasn't needed.

Councilor Crume verified the only thing Mr. Cummings saw, based on what they learned, the only problem would be on the North parcel. When it was developed, something different would have to be done.

Mr. Cummings stated it "could" require a looped line. It depended on what went in there. He just wanted to make them aware.

Mr. Leeper stated it was desirable to loop a water line because if there was any kind of issue resulting in a water outage on a single line, there was no secondary feed, so it couldn't be fed from the opposite direction. Also, in water system distribution, dead end lines were notorious for having problems, maintaining disinfection and disinfection byproducts. In a loop line where water was constantly running through it, those issues didn't exist. Those were just two big reasons they'd like to see a line looped.

Mayor Verini asked for a consensus to move forward with Option C, just the connection at the fire hydrant.

Consensus to move forward with Option C.

Ms. Collins asked if the Council could, that night, vote to officially vacate the right of way for those two streets?

Mayor Verini stated no.

Ms. Collins asked how long before that could be done?

Ms. Barnett stated the next scheduled meeting was set for November 16th, but deferred to Mr. Cummings for the timing of things as it would be a planning department issue.

Mr. Cummings stated there were two options. A street vacation could get very complicated. If the proponents did it on their own, there was a lot of contact and letters they'd need to collect from all the utility companies and basically get approval from everyone. If the city handled the action – but there had to be a good reason why the city would do it – then a lot of that was handled through the public hearing process itself, and it was a matter of notifying those people, and not having to wait months to get letters back. The operation was simple if the city did the action, but pretty complicated if the proponent did it.

Ms. Barnett informed the Mayor that for the city to do the action, it would take direction to staff from the Council.

Mayor Verini asked what the expense would be to the city.

Mr. Shepard stated it would include staff time, mailing notifications, but other than that, there wasn't really anything...

Mr. Cummings stated the last time that he asked the Council to help on a right of way, was on strip next to Winger's Restaurant. The property owners agreed to pay all the out of pocket expenses for the city, including all advertising, mailings, etc., on that. The same deal might be an option in this current proceeding. It still had to be advertised as a public hearing, with notices going out. As an example, with Idaho Power, you couldn't even talk to anyone, or get an answer. You completed an application, send them \$150, so a few months later they might get back with someone. He knew that first hand, as he'd waited two and a half months on them, and their response after all that waiting was that they didn't want to do it. After about three or four months of dealing with that type of response, he had approached the Council, asking for help, because he couldn't get answers. The Council only had to send notice, giving a set amount of time to respond, and if they didn't respond, the action moved forward. While he couldn't speak for the Nursery, but at the time he was dealing with this similar action, his client offered to pay for all the expenses involved with the process, if the city would just handle it.

Ms. Barnett stated it was timelier if handled by the city, but there would be costs associated with it.

Mayor Verini stated it appeared to be a minimal cost.

Councilor Crume asked Dan if this type of action should be something the Public Works Committee should be reviewing and providing a recommendation to the city?

Mr. Cummings stated they should. He believed this one had already been in front of the PWC, as it had started about a year and a half ago, and he'd received a letter from Public Works. One of the first steps in the process of a vacation was getting the city's consensus, and getting Public Works to okay it. There was a letter in the file indicating the city was okay with the proposed action. It wouldn't hurt to take it back through, if that was what Council wanted, but he was 99.9% sure it had already been done about 18 months ago.

Mayor Verini stated he didn't see any reason the Council shouldn't direct staff to move forward on this action, and to have discussions with the Relief Nursery to see if there could be some expenses paid by them. If not, at least move forward with the issue. Consensus to move forward as indicated.

CORESPONDENCE, COMMENTS, AND EX-OFFICIO REPORTS

- Councilor Fugate announced that the Feral Cat Project was having a fundraiser at the Elk's Club on Saturday, November 7th, beginning at 5:30 p.m. There would be items to bid on, and good food. They had just purchased a new building, and they needed community support.
- Tori Barnett stated she had received an email from Nicole Albisu, School District Superintendent, with an invitation to attend a school district board meeting. They were going to be discussing their long range facilities plan and how the passage of SB447 could assist in funding the next phase. The Bill authorized \$125M in state bonds for K-12 matching grants to school districts. They would also be discussing community participation in future planning. The meeting was scheduled for Thursday, November 5th, at 6:00 p.m. in the board room in the school district building.

ADJOURN

Norm Crume moved, seconded by Tessa Winebarger, that the City Council adjourn. Roll call vote: Crume-yes; Winebarger-yes; Fugate-yes; Jost-Yes; Tuttle-out; Carter-yes; Verini-yes. Motion carried 6/0/1.

APPROVED:

ATTEST:

Ronald Verini, Mayor

Tori Barnett, MMC, City Recorder

Ontario City Council Meeting 11-02-2015

West Idaho Avenue proposed LID 48

This information is provided by Charles Oakes, an opponent to proposed LID 48

I will summarize the materials already presented to the City Council in the 10-29-15 Work Session and letters of comment prior to the Work Session.

1. I have surveyed the residents of the neighborhood and the residents overwhelmingly rejected the proposed LID. The signatures in opposition were presented at the Work Session.
2. The proposed LID will create a significant safety issue with the first house in the Plaza Subdivision, at the West end of the LID being a day care for small children. The persons I spoke to in the neighborhood were very concerned about the safety of extending a major "Neighborhood Collector" avenue to a Day Care. No one would put a day care on a major street like that but the City is being asked to put a major street to the day care.
3. The proponent of the LID is asking for the LID because their \$138,977.20 is being paid by someone else, namely the prior owner. Carol Robertson is being sued for Mr. Deonier's share. If Mr. Deonier were actually to pay his share of the LID costs, I doubt that he would be asking for an LID because his hoped for subdivision would not be nearly as profitable.
4. At the Work Session, Mrs. Deonier said she did not really care whether the LID went through. She just wanted some type of closure on the issue. If the proponent of the proposed LID does not really care whether the LID goes through and the rest of the neighborhood affirmatively rejects the idea of an LID, why are we still talking about having an LID?
5. There is an issue of whether the City can afford the proposed LID because the City has to front the costs of the LID, then, later, bond the LID and recover their front money. This will require several hundred thousand dollars in funds from the City budgeted capital projects, delaying those projects, while this LID is completed. This will cost the city by delaying needed capital projects for an unforeseeable period of time. If there is litigation over the LID, it could be years before the City receives its money after bonding.
6. There is an inherent unfairness to an LID that requires the City to purchase property from adjacent landowners in order to widen the street, then tells those landowners that they must pay themselves for that land needed to widen the street. How is that not an illegal taking under the Fifth Amendment to the US Constitution, which requires "just compensation" be paid to persons if their private property is taken for public use. Is it "just compensation" if the landowner is paying himself for the public to take his private property?
7. The LID will substantially change the neighborhood and not for the better. The Plaza Subdivision currently is a quiet neighborhood, similar to a cul de sac. Extending a

“Neighborhood Collector” to the cul de sac increases traffic and changes the quiet culture of the neighborhood. This is reinforced by the neighborhood affirmatively rejecting the proposed LID.

8. The proposed LID will be an unconscionable burden the adjacent landowners. Charles Oakes purchased his property. Now he is being told to pay at least 73% of its current value, as of June, 2015, for a road he neither wants nor needs. Sarah Breckenridge purchased her property for \$160,000.00 in March, 2013. The property value, as of July, 2015, was \$136,800.00. The proposed LID will cost Sarah Breckenridge at least \$59,561.66 and probably substantially more than that. Sarah will have \$220,000.00 in a property worth \$136,800.00. How can she afford that? How can Charles Oakes afford to pay 73% of the value his property, again? Both landowners oppose the proposed LID. The proposed LID will also take much of Sarah Breckenridge’s yard, mature trees, and fence and will bring Idaho Avenue, a “Neighborhood Collector” within a few feet of the home’s bedroom window.

9. The proposed LID goes over and through the existing irrigation system for Sarah Breckenridge’s house and Charles Oakes’s pasture. Both landowners have water rights through the Old Owyhee Ditch Improvement District and the irrigation system will have to be completely redesigned and rebuilt at a very substantial cost. This will also be borne by Charles Oakes and Sarah Breckenridge since the proponent, Mr. Doenier, says he does not have to pay anything. Sarah Breckenridge and Charles Oakes also lose their water rights to property taken by the City.

10. The criteria for the formation of an LID, as set forth in Ontario Municipal Code 8-15-4, includes factor “(G) Whether it is fair and in the public interest to create a Reimbursement District.” Looking at the nine above reasons NOT to form such a district, it is not fair and in the public interest to do so at this time.

PLEASE DENY THE STAFF REPORT AND WAIT UNTIL THE EXTENSION OF IDAHO IS NEEDED BEFORE AUTHORIZING AN LID.

AGENDA REPORT - ORAL PRESENTATION
November 16, 2015

TO: Mayor and City Council

FROM: Charlotte Fugate, City Councilor

SUBJECT: SUMMARY OF FINDINGS: ONTARIO RESIDENTS SURVEY REGARDING THE ONTARIO AQUATIC CENTER (POWERPOINT PRESENTATION)

DATE: November 6, 2015

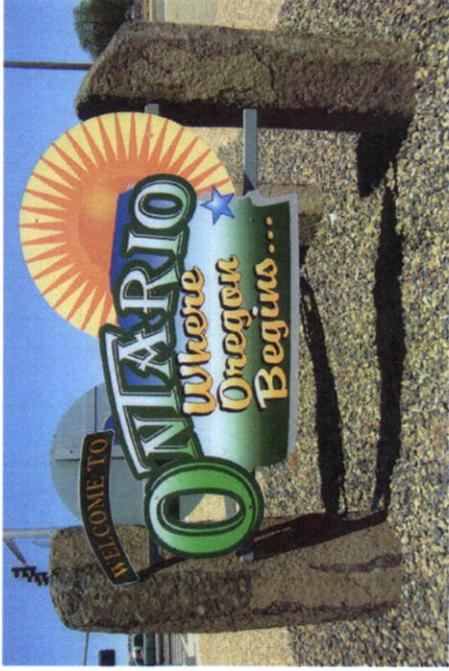
SUMMARY:

Attached is the following document:

- Summary of Findings from the Ontario Area Residents Survey, regarding the Ontario Aquatic Center, conducted October 26-28, 2015.

On October 26, 2015, representatives from Moore Information began conducting 300 live landline and cell phone interviews among a representative sample of adult residents, aged 18 and older, in the Ontario area of Eastern Oregon. This area included Ontario, Nyssa, Vale, Fruitland, and Payette. Interviews were conducted in either English or Spanish, as determined by the preference of the respondent. Allowed for in the survey is a Sampling Error of plus or minus 6% at the 95% confidence level.

On November 4, 2015, the Ontario Aquatic Center Steering Committee received the results of the survey from Moore Information. Councilor Fugate will be making a PowerPoint presentation with the information provided by Moore Information.



MOORE INFORMATION
OPINION RESEARCH • STRATEGIC ANALYSIS

Ontario Area Residents and the Ontario Aquatic Center

October 2015

Methodology

Sample

300 live interviews among a representative sample of adult residents age 18 and older in the Ontario area of Eastern Oregon. Communities included in the sample are Ontario, Nyssa and Vale, Oregon; and Fruitland and Payette, Idaho.

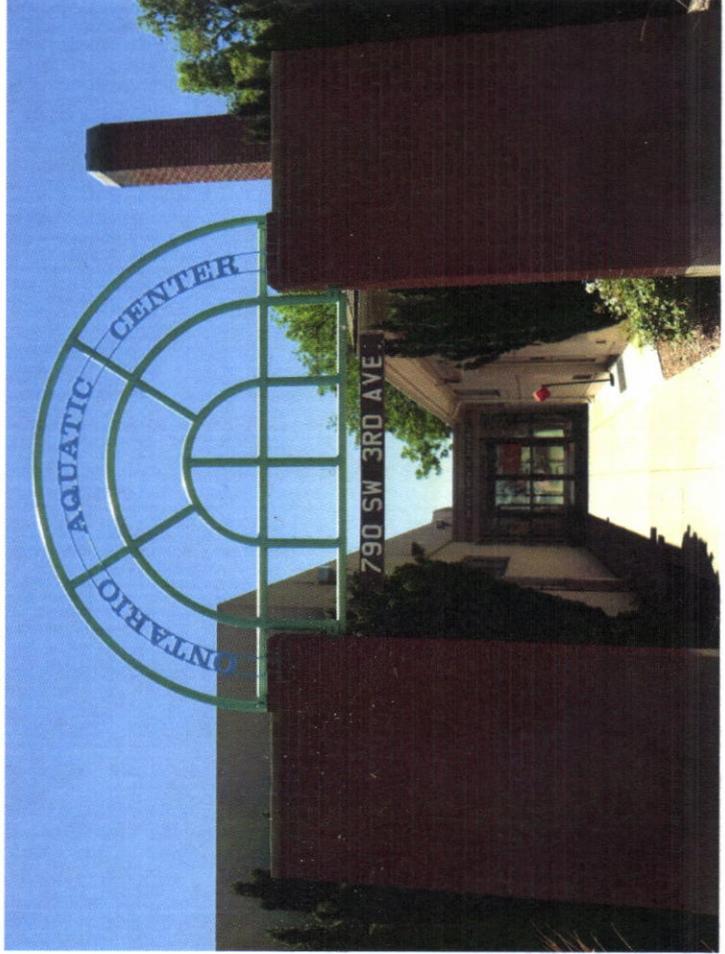
Method

Landline and cell phone interviews conducted October 26-28, 2015. Interviews were conducted in either English or Spanish, as determined by the preference of the respondent.

Sampling Error

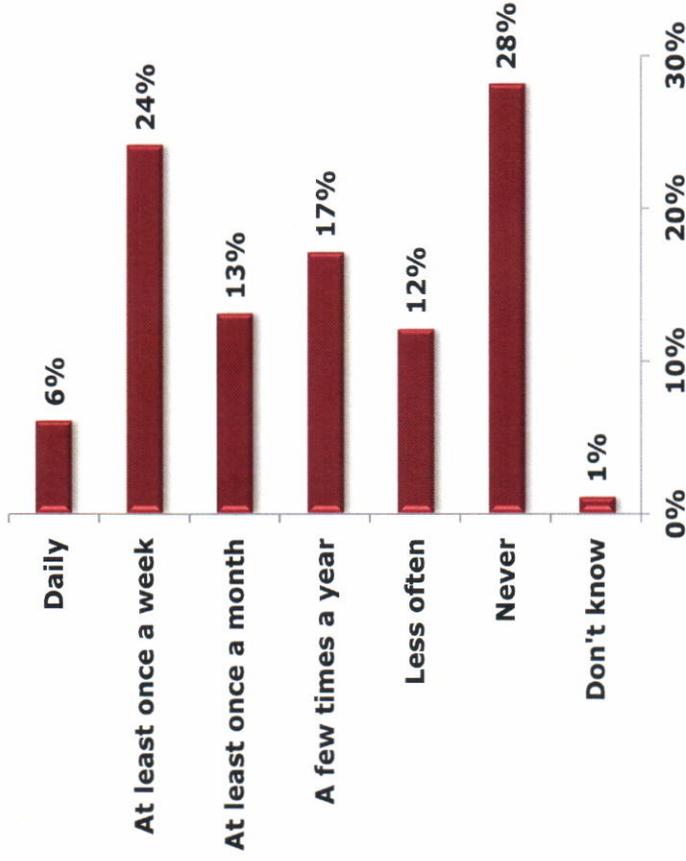
Plus or minus 6% at the 95% confidence level.

Perceptions of Ontario Aquatic Center

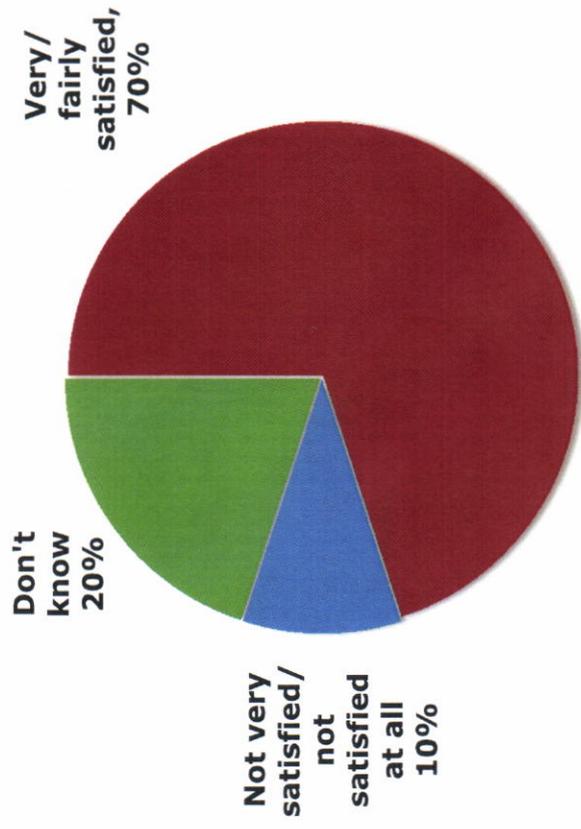


Three-in Ten Said They Used the Facility at Least Once a Week; Satisfaction was Widespread

"Prior to its closure, how often, if at all, did you or members of your household utilize the Ontario Aquatic Center?" (Q2)



"How satisfied were you with the programs and activities offered by the Ontario Aquatic Center before it closed, were you..." (Q3)



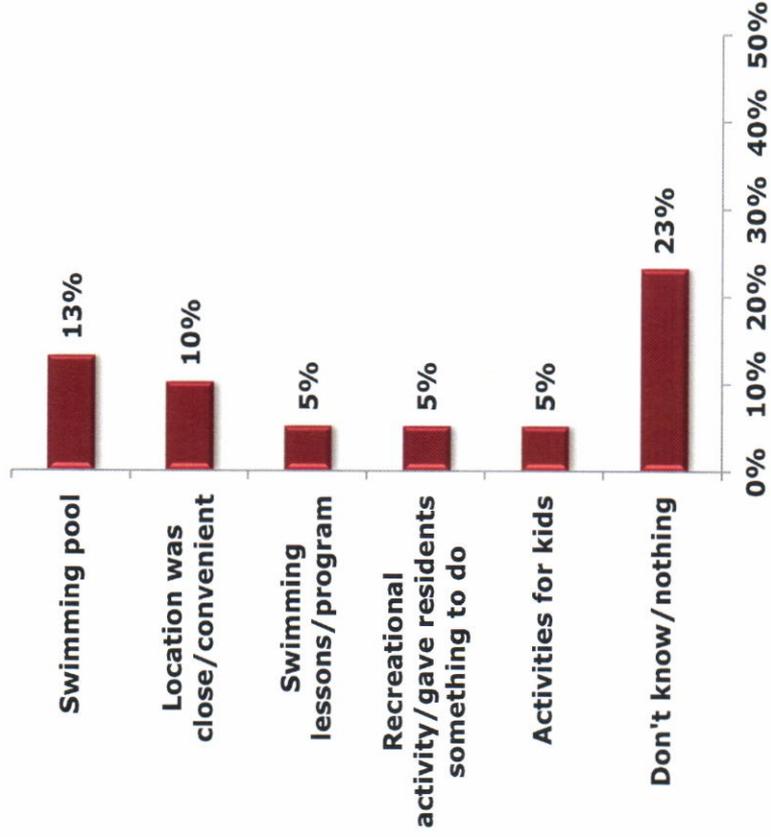
Ontario zip code residents were most frequent users of the Aquatic Center. Residents age 18-64 were more likely to utilize than older.

Satisfaction was highest among Ontario residents and women.

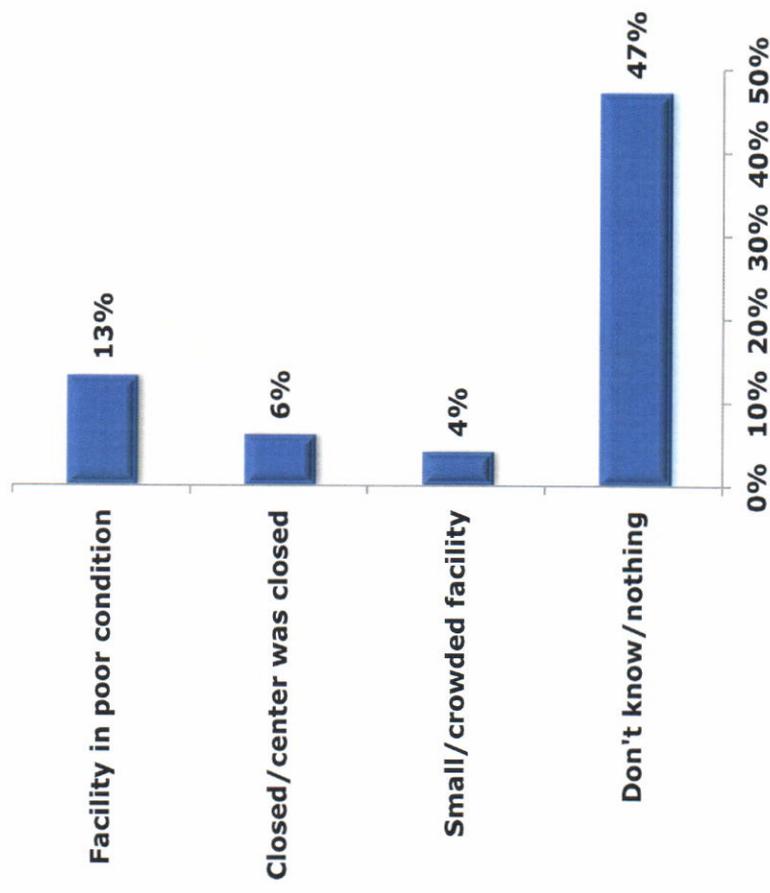


Pros and Cons of Ontario Aquatic Center

“What did you like **best** about the Ontario Aquatic Center?” (Q4)



“What did you like **least** about the Ontario Aquatic Center?” (Q5)

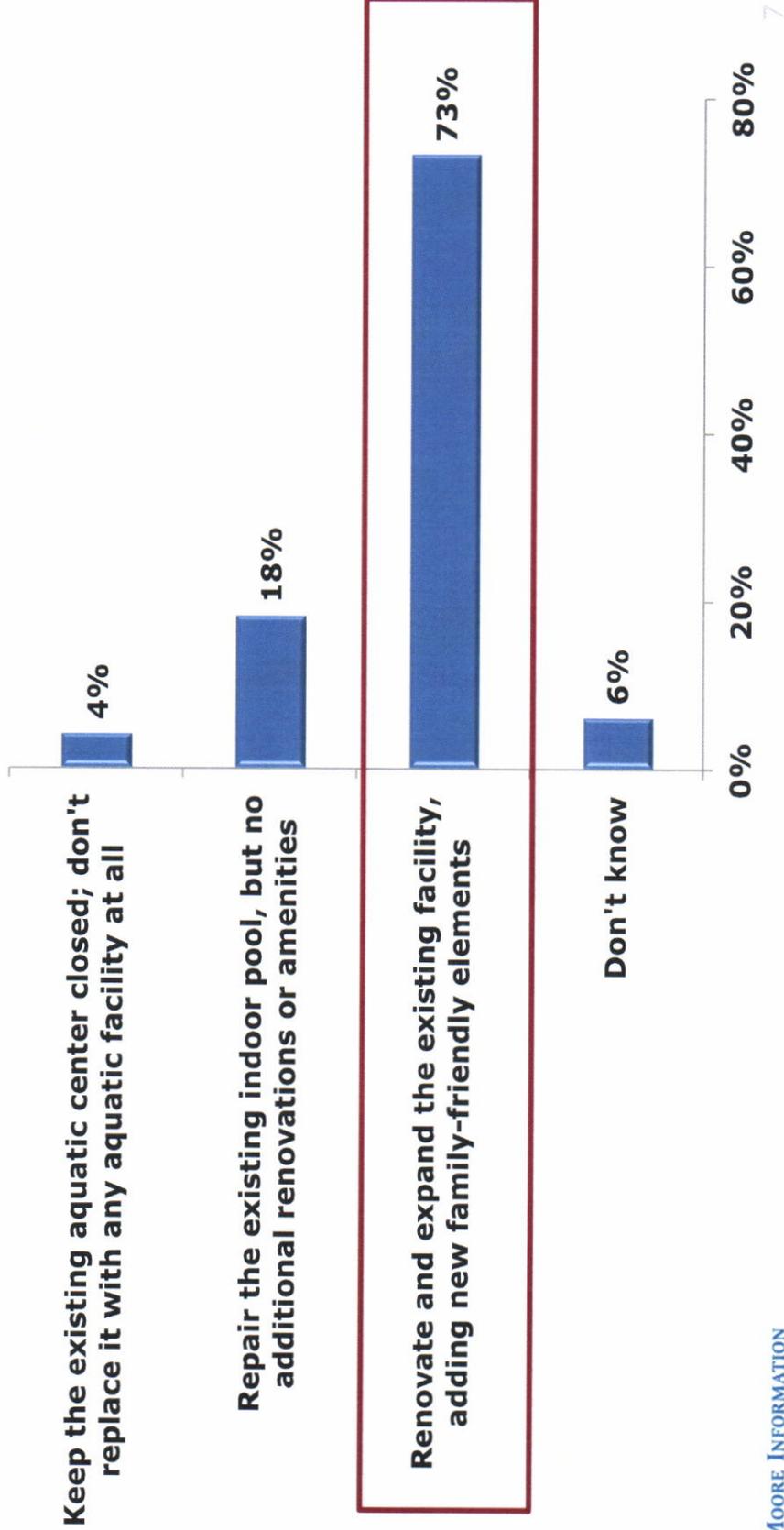


Future Plans for Aquatic Center



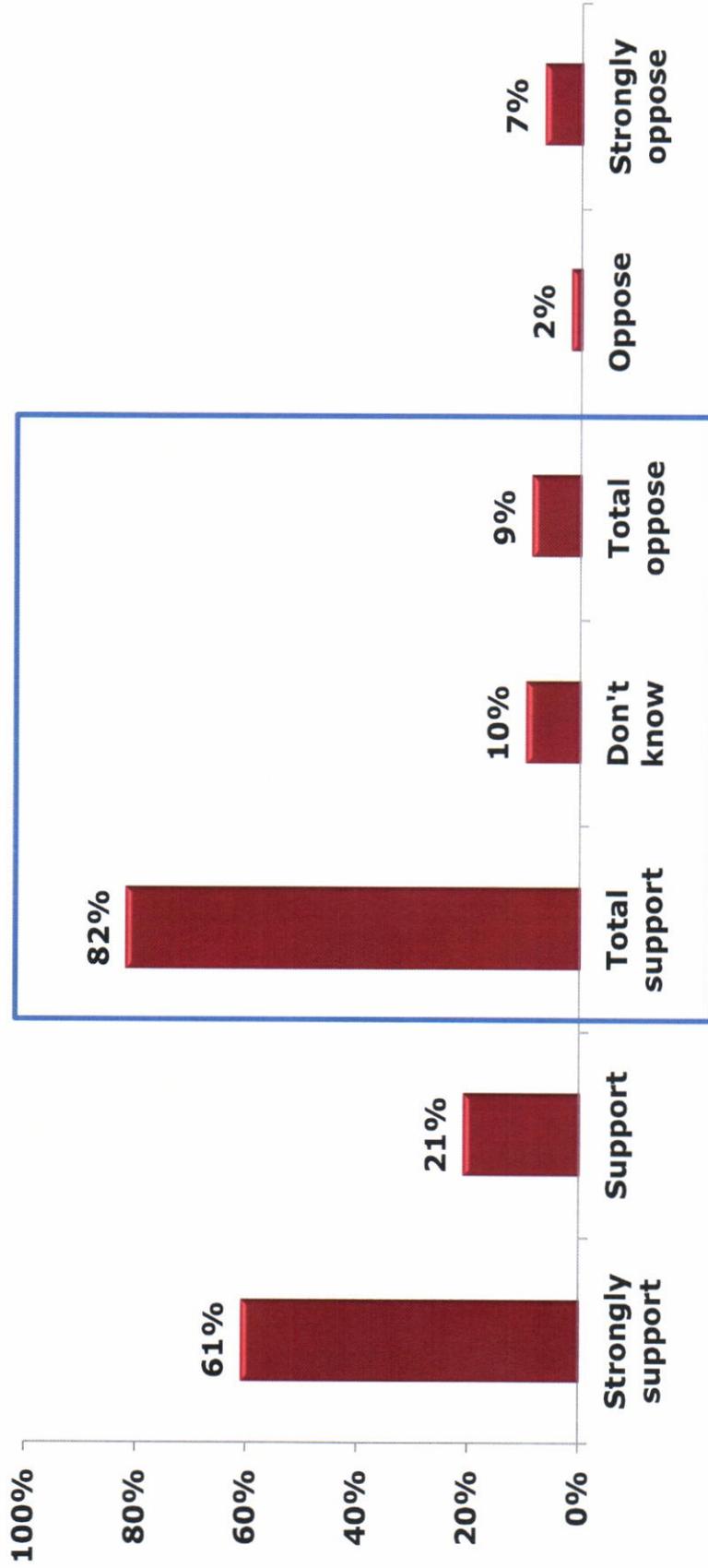
Nearly Three-in-Four Residents Would Prefer to “Renovate and Expand”

“As you may know, the City of Ontario is considering options to re-open the aquatic center. Which one of the following options are you most likely to support?” (Q6)



More Than Eight-in-Ten Residents Support Proposed Funding Package

"The City is proposing a funding package of about \$2.4 million to pay for renovations and improvements of the Ontario Aquatic Center. This would include major repairs and maintenance to bring the pool back up to code, plus some new features. Would you support or oppose this proposal?" (Q7)



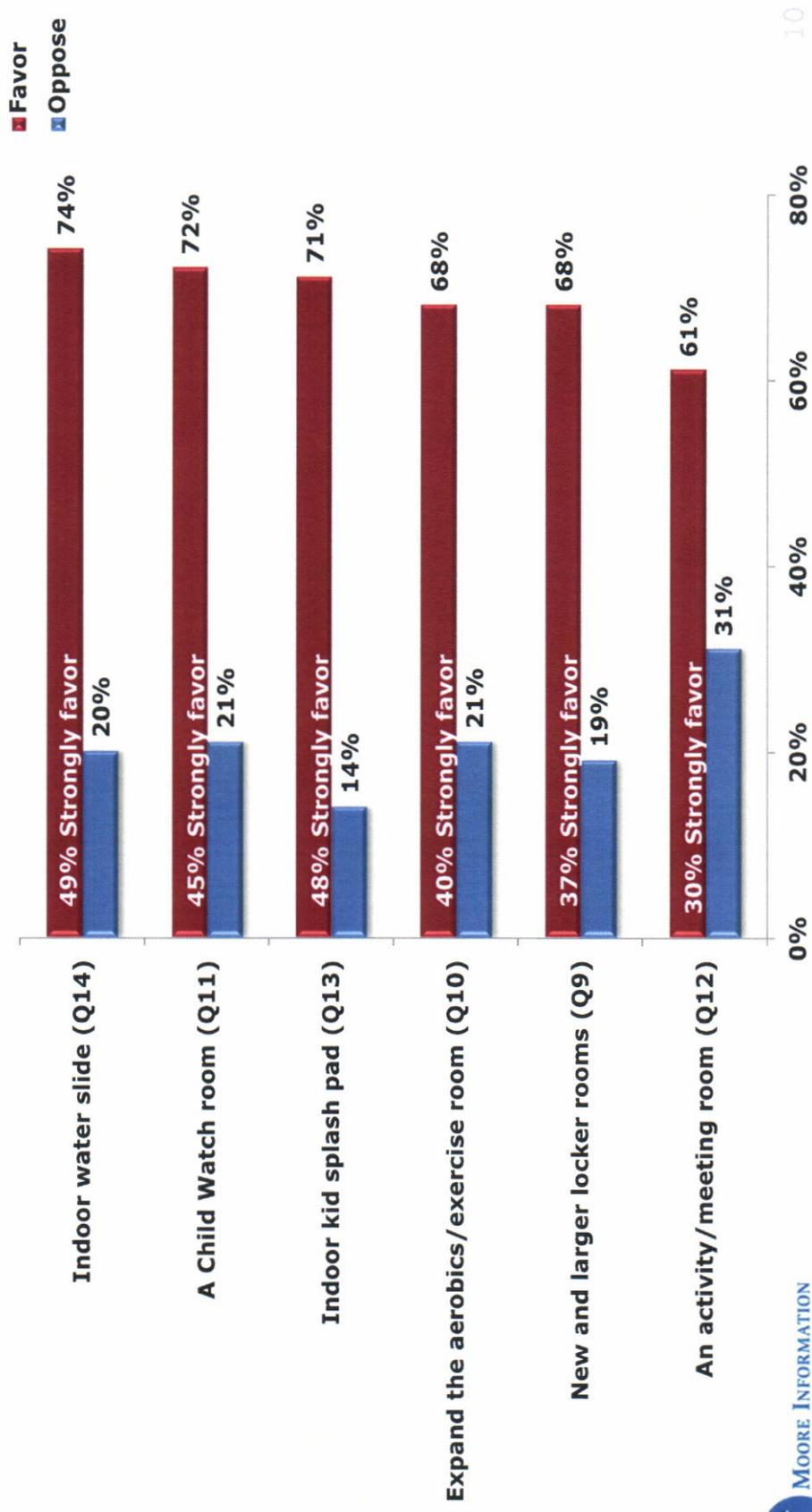
Biggest supporters of the \$2.4 million renovation are Ontario residents, women, residents age 18-34, people with children under 18 at home and those who utilized the previous facility at least once a week.

Potential Provisions



Potential Provisions

"Here is a list of possible upgrades and renovations that could be done at the existing Ontario Aquatic Center. Please tell me if you strongly favor, somewhat favor, somewhat oppose or strongly oppose each."



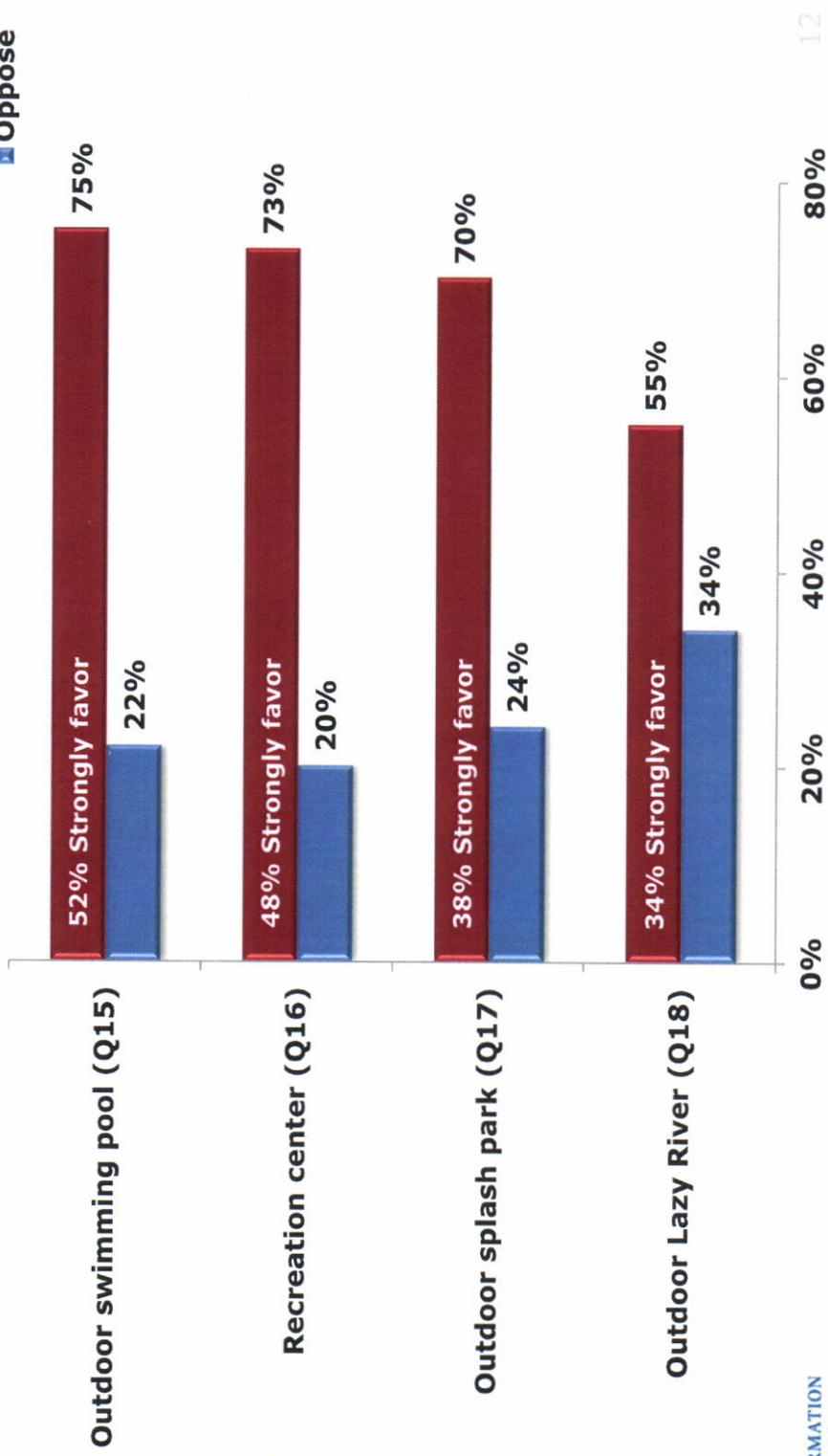
Future Projects



Future Projects

"Here is a list of projects that could be added to the Ontario Aquatic Center in the future. Please tell me if you strongly favor, somewhat favor, somewhat oppose or strongly oppose each."

Favor
Oppose



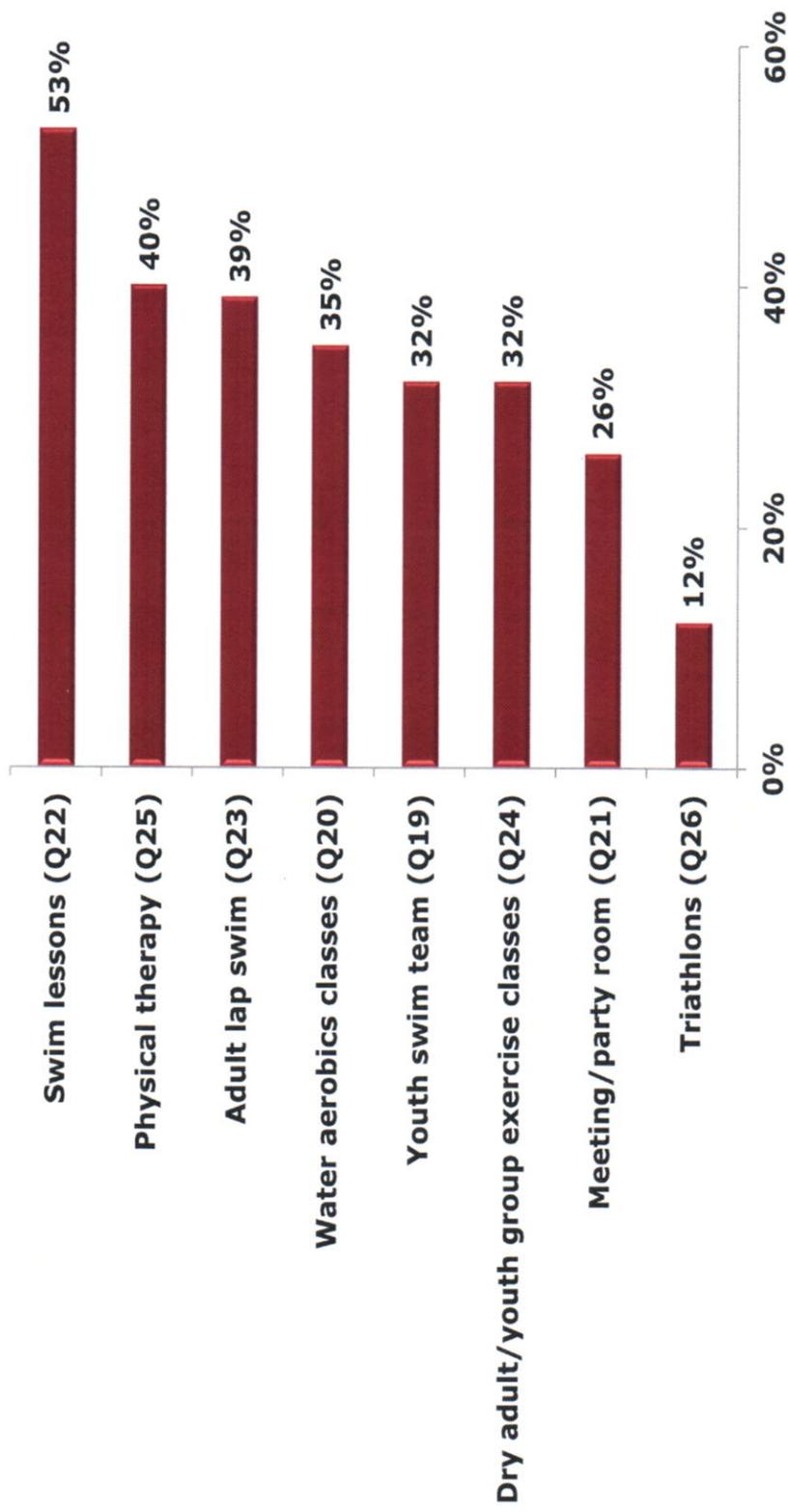
Interest in Programs and Activities



Interest in Programs and Activities

"Here is a list of activities that could be offered at a renovated aquatic center in Ontario. Please tell me how likely it is that you or a member of your household would use or participate in each of the following."

Very likely



Interest in Programs and Activities: Zip Code Area

	% Very Likely			Zip Code Area	
	All	Ontario (N=136)	Fruitland/Payette (N=100)		
Swim lessons (Q22)	53%	56%	47%		
Physical therapy (Q25)	40%	41%	32%		
Adult lap swim (Q23)	39%	41%	38%		
Water aerobics classes (Q20)	35%	42%	28%		
Youth swim team (Q19)	32%	35%	27%		
Dry adult/youth group exercise classes (Q24)	32%	35%	25%		
Meeting/party room (Q21)	26%	29%	19%		
Triathlons (Q26)	12%	14%	7%		

Interest in Programs and Activities: Gender and Kids at Home

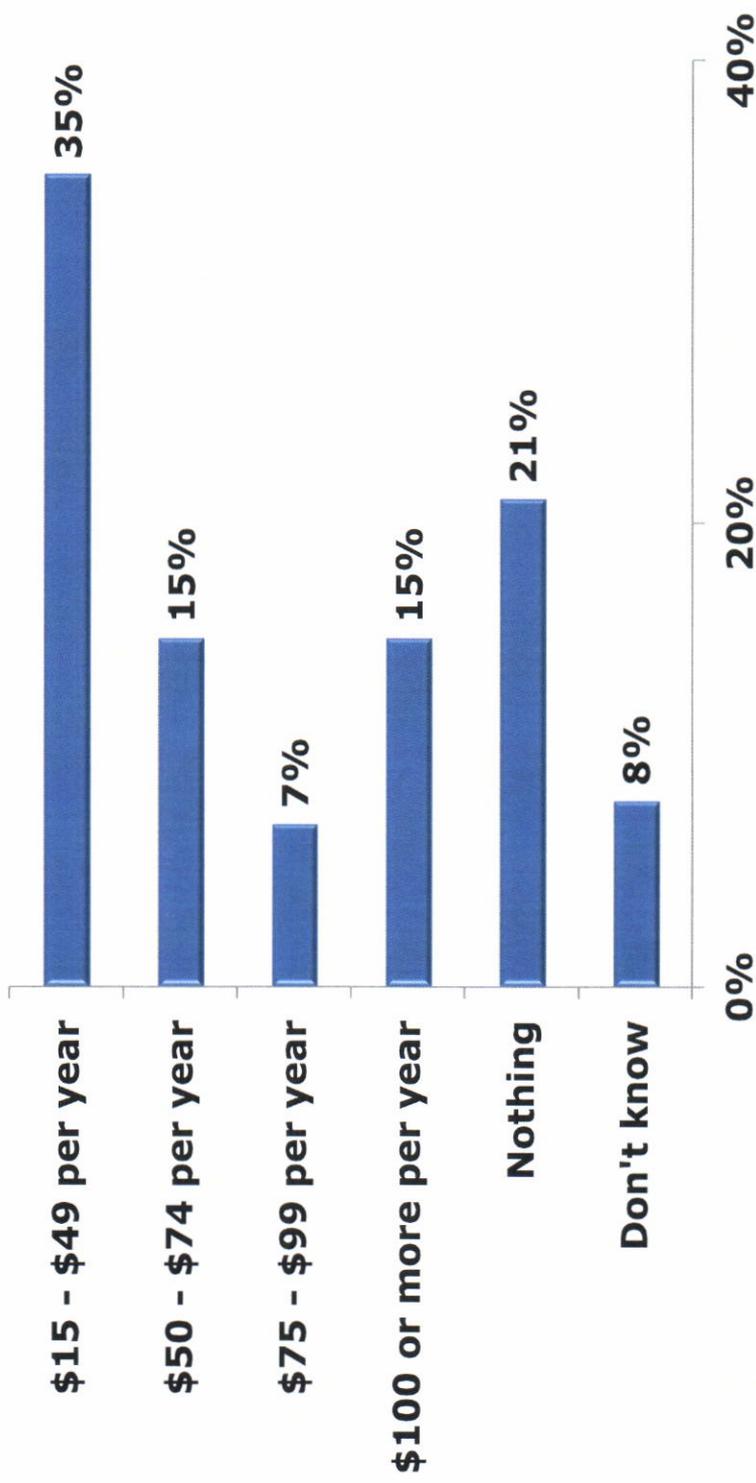
	% Very Likely		Gender				Kids 18 and Under Living at Home?			
	All		Men	Women	No kids	Yes, kids	1-2 kids	3+ kids		
Swim lessons (Q22)	53%		50%	55%	47%	63%	61%	64%		
Physical therapy (Q25)	40%		34%	47%	41%	40%	39%	42%		
Adult lap swim (Q23)	39%		38%	40%	36%	45%	44%	46%		
Water aerobics classes (Q20)	35%		27%	43%	39%	29%	28%	30%		
Youth swim team (Q19)	32%		28%	36%	27%	40%	40%	40%		
Dry adult/youth group exercise classes (Q24)	32%		30%	34%	28%	36%	31%	43%		
Meeting/party room (Q21)	26%		29%	22%	16%	39%	34%	46%		
Triathlons (Q26)	12%		16%	8%	10%	17%	14%	21%		

Payment Options



The Most Popular Price Point for the Aquatic Center is \$15-\$49 Per Household, Per Year

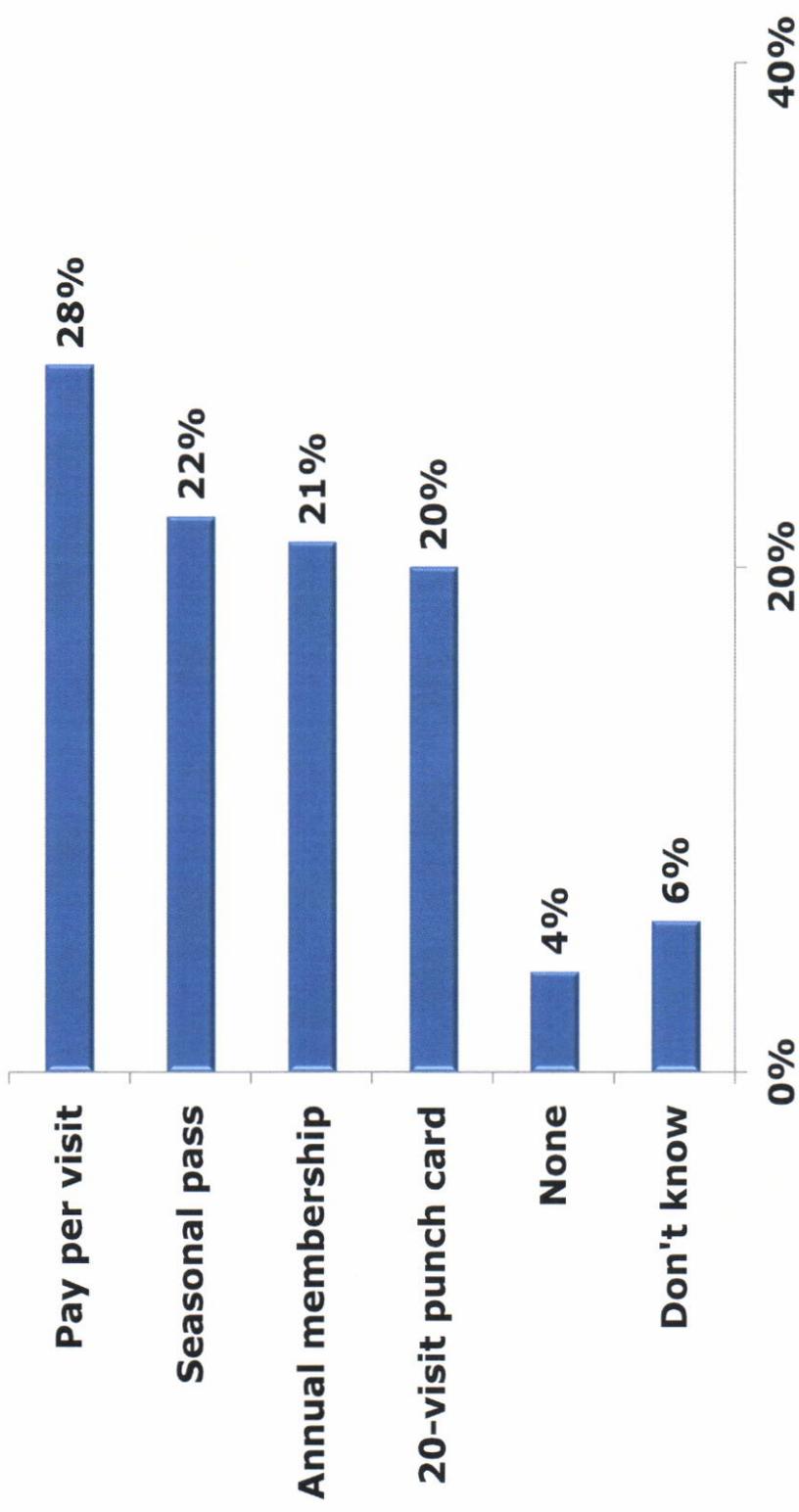
"How much would you be willing to pay per household per year in order to maintain the Ontario Aquatic Center with the repairs, maintenance and new features?" (Q8)



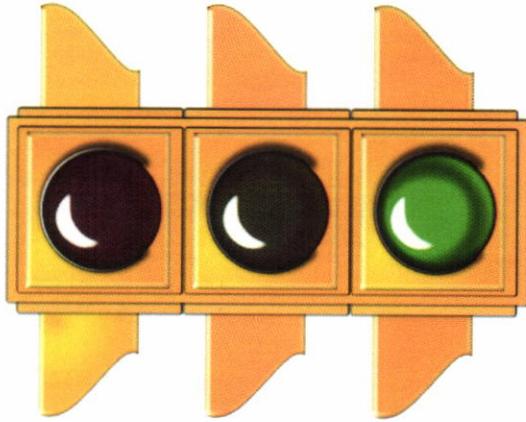
Least willing to pay are those who never used the previous facility.

Preferred Payment Options

"Which of the following payment options would you most prefer when paying to utilize the aquatic center?" (Q27)



Summary & Highlights



Summary & Highlights

Ontario area residents support renovation and expansion of Ontario Aquatic Center

73% prefer to renovate and expand rather than close it completely or just make repairs.

82% support (61% strongly) a \$2.4 million funding package to repair, maintain and expand the facility.

Project Priorities

Of the six projects tested, the most popular are child-related amenities, including an indoor water slide, indoor splash pad and child watch room.

In the future, an outdoor pool and a recreation center are most likely to be "strongly" favored.

Programs and Activities

There is considerable interest in a number of specific programs and activities that could be offered through the Ontario Aquatic Center.

Most likely to generate interest are swim lessons, followed by adult lap swim and physical therapy.

Price Point and Payment Options

The most palatable price-point to pay for renovations/new features is between \$15-\$49 per household, per year.

Residents are willing to consider a variety of payment mechanisms, including paying per-visit, seasonal passes, annual passes or 20-visit punch cards.

Contact Information

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503.221.3100

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Annapolis, MD 21403
410.216.9856

Erik Iverson
erik@moore-info.com
1821 South Avenue West
Suite 406
Missoula, MT 59801
406.317.1662

Moore Information

www.moore-info.com
www.facebook.com/mooreinformation

AGENDA REPORT
November 16, 2015

TO: Mayor and City Council

FROM: Thomas Jost, City Councilor

THROUGH: Tori Barnett, MMC, City Recorder/Interim City Manager

SUBJECT: REQUEST FOR TEMPORARY LEAVE OF ABSENCE FROM CITY COUNCIL DUE TO RESERVE MILITARY CALL UP – COUNCILOR THOMAS A. JOST, JR.

DATE: November 9, 2015

SUMMARY:

Attached is the following document:

- Oregon Statutes for Deployed Elected Officials

Councilor Thomas Jost is an active reservist with the United States Navy. He has received orders to deploy for an estimated duration of one year. A copy of Councilor Jost's activation orders are on file with the City Recorder, but are not included with this report for safety reasons.

Councilor Jost has requested approval from the City Council to fulfill his duty with the Navy, but wishes to retain his seat on the Council. Oregon Statute 408.240 outlines the rights and status of a public officer and employee during and after military duty; ORS 408.250 outlines the rights and duties of persons who replace the public official during their absence; and ORS 408.260 explains the termination rules for the term held by the substitute member upon the return of the public official. He has requested that February 1, 2016, be his "last" day with the Council, until his deployment terminates in February, 2017, (approximately), when he will return to regain his Council seat.

Should Council approve the request for absence, they will need to determine now, or at a later date, how to proceed with appointing a temporary substitute to act in Councilor Jost's place. This individual will have the authority, duties, and responsibilities, and shall receive the emoluments of the office in lieu of the officer for whom the person is substituting. The individual will be designated by the title of the office, but shall have the words "*pro tem*" included in that title.

ALTERNATIVE:

Council could deny the request for this leave of absence, but Councilor Jost will still be required to report for duty. He would simply be doing so without the support of the Council.

RECOMMENDATION:

Staff makes no recommendation on this action.

PROPOSED MOTION:

I move that the City Council approve the Request for a Temporary Leave of Absence from the Ontario City Council by Councilor Thomas A. Jost, Jr., to meet his deployment obligation with the United States Naval Reserve, effective February 1, 2016.

Tori Barnett - Oregon statutes for deployed elected officials

From: "Larry Sullivan" <sullivan@valelawyers.com>
To: "Tori Barnett" <Tori.Barnett@ontariooregon.org>, "Ronald Verini" <dnavont...>
Date: 10/26/2015 11:07 AM
Subject: Oregon statutes for deployed elected officials

Tori and Mayor,

There are Oregon statutes dealing with the absence of city council members who are deployed by the military. The statutes are set forth below. They provide for the appointment of a pro tem substitute to serve until the council member returns. The deployed council member is not paid a stipend during the deployment. ORS 408.280, which I did not include, deals with a deployed council member who is up for election—he stands for election and the pro tem serves until he returns.

Please let me know if you have any questions.

Larry

408.240 Status and rights of public officer and employee during and after military duty. (1) Whenever any public officer or employee leaves a position, whether voluntarily or involuntarily, in order to perform military duty, such office or position may not become vacant, nor shall the officer or employee be subject to removal as a consequence thereof. Unless the officer or employee dies, resigns or is relieved or discharged from such duty under other than honorable conditions, during the term for which the officer or employee was elected, appointed or employed, such officer or employee shall be deemed absent on leave until release from such active service has permitted the officer or employee to resume the duties of the office or position. While so absent on leave, the officer or employee may not receive the pay or other emolument of such office or position, nor become liable, as such officer or employee, on an official bond or otherwise, for the acts or omissions of any other person.

(2) Subsection (1) of this section does not apply unless the officer or employee, upon the termination of such military duty, is qualified to perform the duties of such position, and makes application within 90 days after the officer or employee is relieved from such military duty, or from hospitalization continuing after discharge for a period of not more than one year. If the officer or employee is not qualified to perform the duties of such position by reason of such service, but is qualified to perform the duties of any other public position, the officer or employee shall be restored to such other position, the duties of which the officer or employee is qualified to perform, as will provide the officer or employee like seniority, status and pay, or the nearest approximation thereof, consistent with the circumstances in the case.

(3) Except as otherwise provided in this subsection, subsection (1) of this section does not apply if the total of such military duty exceeds five years. Subsection (1) of this section is applicable with regard to military duty that exceeds five years if the period of additional duty was imposed by law or resulted from inability of the officer or employee to obtain orders relieving the officer or employee from active duty.

(4) Notwithstanding subsection (1) of this section:

(a) The State of Oregon shall continue coverage under an employer-sponsored health plan to a public officer or employee of the State of Oregon and any other individual provided coverage under the officer's or employee's plan on the day before the date the officer or employee goes on leave for a period not exceeding a total of 24 months while the public officer or employee is absent on leave.

(b) An employer other than the State of Oregon may provide coverage under an employer-sponsored health plan to an officer or employee and any other individual provided coverage under the officer's or employee's plan on the day before the date the officer or employee goes on leave for the period during which the officer or employee is absent on leave.

(5)(a) Notwithstanding subsection (1) of this section, the State of Oregon, a county, a municipality or other political subdivision of the state may establish and administer a donated leave program that:

(A) Allows an officer or employee who is absent on leave to receive donated leave; and

(B) Allows an officer or employee to voluntarily donate vacation time to an eligible officer or employee who is absent on leave.

(b) An officer or employee who is absent on leave and who receives donated leave under paragraph (a) of this subsection may receive an amount of donated leave that supplements any compensation received for performing military duty, but may not receive more than the amount of base salary the officer or employee was earning on the date the officer or employee began the leave of absence.

(c) This subsection does not apply to a leave of absence under ORS 408.290. [Amended by 1979 c.468 §13; 2003 c.72 §1; 2003 c.387 §14; 2005 c.38 §3]

408.250 Rights and duties of person replacing public officer in military service. During the period any public officer is absent on leave pursuant to ORS 408.240, a substitute shall serve in the place and stead of the public officer. Such substitute shall be appointed by the authority having power to have appointed the substitute as successor had such office become vacant. The substitute shall qualify by taking an oath of office, and by giving bond in an amount and conditioned as required by law for the officer for whom the substitute has been appointed, or, in the event no bond is required by law, then as the appointing authority directs. The substitute shall be designated by the title of the office, followed by the words "pro tem." The substitute shall be invested with the authority, duties and responsibilities, and shall receive the emoluments of the office, in lieu of the officer for whom the person is the substitute.

408.260 Termination of term of office of substitute for officer in military service. When the absence on leave of a public officer, granted by ORS 408.240, has terminated, or a successor has been duly appointed and qualified to fill the vacancy created by the death or resignation of such officer, the appointment of the substitute shall terminate, and the substitute immediately shall deliver to such officer or successor all records and other incidents of the office, together with a full and detailed statement of accounting covering the entire period of service as substitute.

AGENDA REPORT
November 16, 2015

TO: Mayor and City Council

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

THROUGH: Tori Barnett, MMC, Interim City Manager

SUBJECT: INTERGOVERNMENTAL AGREEMENT (IGA) FOR TRANSPORTATION AND GROWTH MANAGEMENT (TGM) PROGRAM

DATE: November 9, 2015

SUMMARY:

Attached is the following document:

- Intergovernmental Agreement (IGA) between the State of Oregon and the City of Ontario for the Transportation and Growth Management (TGM) program.

PREVIOUS COUNCIL ACTION:

05-18-2015 Council was updated on the Transportation and Growth Management Program Assistance funding opportunity from the state by Interim City Administrator Pete Friedman.

Staff requested assistance in updating the Development Code to implement recommendations from the 2009 Downtown Revitalization Report, as well as assistance for Community Education and Outreach. One required component of the "*application*" was a letter of support from the local officials. Council gave staff direction to prepare a letter for their signature, showing support for the program.

06-01-2015 Staff presented the requested letters of support, which Council approved and signed.

BACKGROUND:

In July, 2015, the city was notified of the approval for the TGM program. Staff then worked with Evan Manuel, Land Use and Transportation Planner for Oregon Department of Land Conservation and Development (ODLCD), in developing the scope of work and stakeholder for the consultant contract for administering the TGM program.

The state selected a Consultant that fit within the scope and budget of the project and is now ready to move forward. The attached IGA between the State of Oregon and the City of Ontario for the TGM program was being presented for the city's signature.

FINANCIAL IMPLICATIONS:

Staff would accrue time with regard to working with the Consultant, participating in workshops, and maintaining all fiscal records relating to this Agreement.

ALTERNATIVES:

1. Approve the IGA with the state, sign the Agreement, and begin moving forward with the program; or
2. Choose to not accept the IGA with the State of Oregon, thereby stopping the process.

RECOMMENDATION:

Staff recommends the Council approve moving forward with the program, and to authorize the Interim City Manager to sign the IGA.

PROPOSED MOTIONS: (SELECT ONLY ONE OF THE THREE)

- 1) I move the City Council approve the Intergovernmental Agreement with the State of Oregon, to move forward with the Transportation and Growth Management program, and authorize the Interim City Manager to execute the Agreement on behalf of the City of Ontario.
- 2) I move the City Council approve the Intergovernmental Agreement with the State of Oregon, to move forward with the Transportation and Growth Management program, and authorize the Interim City Manager to execute the Agreement on behalf of the City of Ontario, following any amendments to the Agreement through additions, corrections, or deletions, as noted in the Council discussion.
- 3) I move the City Council deny the approval of the Intergovernmental Agreement with the State of Oregon and instruct staff to notify the state that the city will not be moving forward with the program.

INTERGOVERNMENTAL AGREEMENT
Outreach Workshop for City of Ontario Downtown Revitalization

THIS INTERGOVERNMENTAL AGREEMENT (“Agreement”) is made and entered into by and between the STATE OF OREGON, acting by and through its Department of Transportation (“ODOT” or “Agency”), and City of Ontario (“City”).

RECITALS

1. The Transportation and Growth Management (“TGM”) Program is a joint program of ODOT and the Oregon Department of Land Conservation and Development.
2. The TGM Program includes a program of community assistance for local governments to assist with better integration of transportation and land use planning and development of new ways to manage growth in order to achieve compact pedestrian, bicycle, and transit friendly urban development.
3. This TGM Project (as defined below) is financed with federal Moving Ahead for Progress in the 21st Century (“MAP-21”) funds. State funds that are paid under this Agreement to the Consultant (as defined below) are used as match for MAP-21 funds.
4. By authority granted in ORS 190.110, state agencies may enter into agreements with units of local government or other state agencies to perform any functions and activities that the parties to the agreement or their officers or agents have the duty or authority to perform.
5. ODOT intends to enter into a PSK (as defined below) with a Consultant (as defined below) for the Project that benefits the City, and as a condition to entering into this PSK and making the Consultant's Amount available, ODOT requires the City to execute and agree to the terms of this Agreement
6. The parties desire to enter into this Agreement for their mutual benefit.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

SECTION 1. DEFINITIONS

Unless the context requires otherwise, the following terms, when used in this Agreement, shall have the meanings assigned to them below:

A. "City's Project Manager" means the individual designated by City as its project manager for the Project.

B. "Consultant" means the personal services contractor(s) hired by ODOT to do the tasks indicated in Exhibit A as being the responsibility of such contractor(s).

C. "Consultant's Amount" means the Amount payable by ODOT to the Consultant for the deliverables described in Exhibit A for which the Consultant is responsible.

D. "Direct Project Costs" means those costs which are directly associated with the Project. These may include the salaries and benefits of personnel assigned to the Project and the cost of supplies, postage, travel, and printing. General administrative costs, capital costs, and overhead are not Direct Project Costs. Any jurisdiction or metropolitan planning organization that has federally approved indirect cost plans may treat such indirect costs as Direct Project Costs.

E. "Federally Eligible Costs" means those costs which are Direct Project Costs of the type listed in Exhibit D incurred by Consultant during the term of this Agreement.

F. "ODOT's Contract Administrator" means the individual designated by ODOT to be its contract administrator for this Agreement.

G. "PSK" means the personal services contract(s) executed between ODOT and the Consultant related to the portion of the Project that is the responsibility of the Consultant.

H. "Project" means the project described in Exhibit A.

I. "Termination Date" has the meaning set forth in Section 2.A below.

J. "Work Product" has the meaning set forth in Section 4.I below.

SECTION 2. TERMS OF AGREEMENT

A. Term. This Agreement becomes effective on the date on which all parties have signed this Agreement and all approvals (if any) required to be obtained by ODOT have been received. This Agreement terminates on March 31, 2016 ("Termination Date").

B. Consultant's Amount. The Consultant's Amount shall not exceed \$20,000 and is disbursed as provided under the PSK.

SECTION 3. CITY'S REPRESENTATIONS, WARRANTIES, AND CERTIFICATION

A. City represents and warrants to ODOT as follows:

1. It is a municipality duly organized and existing under the laws of the State of Oregon.

2. It has full legal right and authority to execute and deliver this Agreement and to observe and perform its duties, obligations, covenants and agreements hereunder and to undertake and complete the Project.

3. All official action required to be taken to authorize this Agreement has been taken, adopted and authorized in accordance with applicable state law and the organizational documents of City.

4. This Agreement has been executed and delivered by an authorized officer(s) of City and constitutes the legal, valid and binding obligation of City enforceable against it in accordance with its terms.

5. The authorization, execution and delivery of this Agreement by City, the observation and performance of its duties, obligations, covenants and agreements hereunder, and the undertaking and completion of the Project do not and will not contravene any existing law, rule or regulation or any existing order, injunction, judgment, or decree of any court or governmental or administrative agency, authority or person having jurisdiction over it or its property or violate or breach any provision of any agreement, instrument or indenture by which City or its property is bound.

6. The statement of work attached to this Agreement as Exhibit A has been reviewed and approved by the necessary official(s) of City.

B. As federal funds are involved in this Project, City, by execution of this Agreement, makes the certifications set forth in Exhibits B and C.

SECTION 4. GENERAL COVENANTS OF CITY

A. City shall complete the Project; provided, however, that City shall not be liable for the quality or completion of that part of the Project which Exhibit A describes as the responsibility of the Consultant.

B. City shall, in a good and workmanlike manner, perform the work, and provide the deliverables, for which City is identified in Exhibit A as being responsible.

C. City shall perform such work identified in Exhibit A as City's responsibility as an independent contractor and shall be exclusively responsible for all costs and expenses related to its employment of individuals to perform such work. City shall also be responsible for providing for employment-related benefits and deductions that are required by law, including, but not limited to, federal and state income tax withholdings, unemployment taxes, workers' compensation coverage, and contributions to any retirement system.

D. All employers, including City, that employ subject workers who work under this Agreement in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage unless such employers are exempt under ORS 656.126(2). Employers Liability insurance with coverage limits of not less than \$500,000 must be included. City shall require each of its subcontractors, if any, to comply with, and shall ensure that each of its subcontractors, if any, complies with these requirements.

E. City shall not enter into any subcontracts to accomplish any of the work described in Exhibit A, unless it first obtains written approval from ODOT.

F. City agrees to cooperate with ODOT's Contract Administrator. At the request of ODOT's Contract Administrator, City agrees to:

- (1) Meet with the ODOT's Contract Administrator; and
- (2) Form a project steering committee (which shall include ODOT's Contract Administrator) to oversee the Project.

G. City shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the work under this Agreement, including, without limitation, applicable provisions of the Oregon Public Contracting Code. Without limiting the generality of the foregoing, City expressly agrees to comply with: (1) Title VI of Civil Rights Act of 1964; (2) Title V of the Rehabilitation Act of 1973; (3) the Americans with Disabilities Act of 1990 and ORS 659A.142; (4) all regulations and administrative rules established pursuant to the foregoing laws; and (5) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

H. City shall maintain all fiscal records relating to this Agreement in accordance with generally accepted accounting principles. In addition, City shall

maintain any other records pertinent to this Agreement in such a manner as to clearly document City's performance. City acknowledges and agrees that ODOT, the Oregon Secretary of State's Office and the federal government and their duly authorized representatives shall have access to such fiscal records and other books, documents, papers, plans, and writings of City that are pertinent to this Agreement to perform examinations and audits and make copies, excerpts and transcripts.

City shall retain and keep accessible all such fiscal records, books, documents, papers, plans, and writings for a minimum of six (6) years, or such longer period as may be required by applicable law, following final payment and termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later.

I. To the extent it has any rights in the Work Product granted to it pursuant to the PSK, ODOT hereby grants to City a royalty free, non-exclusive license to reproduce any Work Product for distribution upon request to members of the public.

SECTION 5. CONSULTANT

ODOT shall enter into a PSK with the Consultant to accomplish the work described in Exhibit A as being the responsibility of the Consultant.

- A. Selection of the Consultant will be conducted by ODOT in accordance with ODOT procedures with the participation;
- B. ODOT will review and approve Consultant's work, billings and progress reports;
- C. City will appoint a Project Manager to be City's principal contact person for ODOT's Contract Administrator and the Consultant on all matters dealing with the Project.

SECTION 6. ODOT'S REPRESENTATIONS AND COVENANTS

A. ODOT certifies that, at the time this Agreement is executed, sufficient funds are authorized and available for expenditure to finance ODOT's portion of this Agreement within the appropriation or limitation of its current biennial budget.

B. The statement of work attached to this Agreement as Exhibit A has been reviewed and approved by the necessary official(s) of ODOT.

C. ODOT will assign a Contract Administrator for this Agreement who will be ODOT's principal contact person regarding administration of this Agreement, the monitoring of the Consultant's work, and the review and approval of the Consultant's work, billings and progress reports.

D. ODOT shall enter into a PSK with the Consultant to perform the work described in Exhibit A designated as being the responsibility of the Consultant, and in such a case ODOT agrees to pay the Consultant in accordance with the terms of the PSK up to the Consultant's Amount.

SECTION 7. TERMINATION

This Agreement may be terminated by mutual written consent of all parties. ODOT may terminate this Agreement effective upon delivery of written notice to City, or at such later date as may be established by ODOT under, but not limited to, any of the following conditions:

A. City fails to complete work specified in Exhibit A within the time specified in Exhibit A, or fails to perform any of the provisions of this Agreement and does not correct any such failure within 10 days of receipt of written notice or the date specified by ODOT in such written notice.

B. Consultant fails to complete work specified in Exhibit A within the time specified in this Agreement or the PSK, including any extensions thereof, and does not correct any such failure within 10 days of receipt of written notice or the date specified by ODOT in such written notice.

C. If federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the work under this Agreement or the PSK is prohibited or ODOT is prohibited from paying for such work from the planned funding source.

D. If ODOT fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow ODOT, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement or the PSK.

In the case of termination pursuant to A, B, C or D above, ODOT shall have any remedy at law or in equity. Any termination of this Agreement shall not prejudice any right or obligations accrued to the parties prior to termination.

SECTION 8. GENERAL PROVISIONS

A. Time is of the essence of this Agreement.

B. Except as otherwise expressly provided in this Agreement, any notices to be given hereunder shall be given in writing by personal delivery, facsimile, or mailing the same, postage prepaid, to ODOT or City at the address or number set forth on the signature page of this Agreement, or to such other addresses or numbers as either party may hereafter indicate pursuant to this Section. Any communication or notice so addressed and mailed is in effect five (5) days after the date postmarked. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine. To be effective against ODOT, such facsimile transmission must be confirmed by telephone notice to ODOT's Contract Administrator. Any communication or notice by personal delivery shall be deemed to be given when actually delivered.

C. ODOT and City are the only parties to this Agreement and are the only parties entitled to enforce the terms of this Agreement. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right not held by or made generally available to the public, whether directly, indirectly or otherwise, to third persons (including but not limited to any Consultant) unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.

D. Sections 4(H), 4(I), and 8 of this Agreement and any other provision which by its terms is intended to survive termination of this Agreement shall survive.

E. The parties agree as follows:

(a) Contribution.

If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against ODOT or Grantee ("Notified Party") with respect to which the other party ("Other Party") may have liability, the Notified Party must promptly notify the Other Party in writing of the Third Party Claim and deliver to the Other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Each party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by the Other Party of the notice and copies required in this paragraph and meaningful opportunity for the Other Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own

choosing are conditions precedent to the Other Party's liability with respect to the Third Party Claim.

With respect to a Third Party Claim for which ODOT is jointly liable with the Grantee (or would be if joined in the Third Party Claim), ODOT shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the Grantee in such proportion as is appropriate to reflect the relative fault of ODOT on the one hand and of the Grantee on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of ODOT on the one hand and of the Grantee on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. The ODOT's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including but not limited to the Oregon Tort Claims Act, ORS 30.260 to 30.300, if ODOT had sole liability in the proceeding.

With respect to a Third Party Claim for which the Grantee is jointly liable with ODOT (or would be if joined in the Third Party Claim), the Grantee shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by ODOT in such proportion as is appropriate to reflect the relative fault of the Grantee on the one hand and of ODOT on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the Grantee on the one hand and of ODOT on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. The Grantee's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including but not limited to the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.

(b) Choice of Law; Designation of Forum; Federal Forum.

(1) The laws of the State of Oregon (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Agreement, including, without limitation, its validity, interpretation, construction, performance, and enforcement.

(2) Any party bringing a legal action or proceeding against any other party arising out of or relating to this Agreement shall bring the legal action or proceeding in the Circuit Court of the State of Oregon for Marion County (unless Oregon law requires that it be

brought and conducted in another county). Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.

(3) c) Notwithstanding Section 8.E (b)(2), if a claim must be brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for the District of Oregon. This Section 8.E(b)(3c) applies to a claim brought against the State of Oregon only to the extent Congress has appropriately abrogated the State of Oregon's sovereign immunity and is not consent by the State of Oregon to be sued in federal court. This Section 8.E(b)(3c) is also not a waiver by the State of Oregon of any form of defense or immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

(c) Alternative Dispute Resolution.

The parties shall attempt in good faith to resolve any dispute arising out of this Agreement. This may be done at any management level, including at a level higher than persons directly responsible for administration of the Agreement. In addition, the parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.

F. This Agreement and attached Exhibits (which are by this reference incorporated herein) constitute the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No modification or change of terms of this Agreement shall bind either party unless in writing and signed by all parties and all necessary approvals have been obtained. Budget modifications and adjustments from the work described in Exhibit A must be processed as an amendment(s) to this Agreement and the PSK. No waiver or consent shall be effective unless in writing and signed by the party against whom such waiver or consent is asserted. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of ODOT to enforce any provision of this Agreement shall not constitute a waiver by ODOT of that or any other provision.

G. This Agreement may be executed in several counterparts (facsimile or otherwise) all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.

THE PARTIES, by execution of this Agreement, hereby acknowledge that their signing representatives are duly authorized, have read this Agreement, understand it, and agree to be bound by its terms and conditions.

City

City of Ontario

By: _____
(Official's Signature)

(Printed Name and Title of Official)

Date: _____

Contact Names:
Dan Cummings
City of Ontario
444 SW 4th Street
Ontario, OR 97914
Phone: 541-881-3224
Fax: 541-881-3251
E-Mail: dan.cummings@ontariooregon.org

Evan Manvel, Contract Administrator
Transportation and Growth Management Program
635 Capitol Street NE, Suite 150
Salem, OR 97301
Phone: 503-934-0059
Fax: 503-378-5518
E-Mail: evan.manvel@state.or.us

ODOT

STATE OF OREGON, by and through
its Department of Transportation

By: _____
Division Administrator or designee
Transportation Development Division

Date: _____

EXHIBIT A – STATEMENT OF WORK

Outreach Workshop for City of Ontario on Downtown Revitalization

PROJECT DESCRIPTION and OVERVIEW of SERVICES

The Transportation and Growth Management (“TGM”) Program is a partnership of the Oregon Department of Transportation (“Agency”) and the Oregon Department of Land Conservation and Development (“DLCD”) that works to expand transportation choices for people. TGM seeks to strengthen the ability of local governments to:

- manage growth and comply with Oregon’s Transportation Planning Rule;
- integrate transportation and land use planning;
- preserve and enhance community livability; and
- encourage transportation-efficient development.

Objectives of the Public Outreach Workshop on Downtown Revitalization in Ontario

The objective of the Public Outreach Workshop on Downtown Revitalization for the City of Ontario (“City”) is to help the local community engage in efforts to revitalize its downtown and boost awareness of City’s Main Street affiliate, Revitalize Ontario! The City seeks to identify opportunities for downtown revitalization and to explore options for improving planning and development standards in its downtown.

Context

Over the past decade, there have been a number of plans and studies directed at enhancing the economic vitality of downtown Ontario. These include the Oregon Downtown Development Association’s Resource Team Report (2005), the Economic Analysis and Urbanization Report (2007), and a TGM Downtown and School Siting Workshop (2006-2007). Most recently the Downtown Revitalization Plan (2009) set the stage to develop a vision and identity, improve connectivity, determine appropriate land use and focal points, and recommend streetscapes. The City has recently worked to organize a Main Street program, Revitalize Ontario!

The City’s downtown includes historic buildings, a relatively low vacancy rate, new banners, and a facade improvement program. Revitalize Ontario! is an active committee of community members working to boost downtown.

However, the City is interested in increasing the economic vitality of the downtown and creating a streetscape that is pleasant, welcoming, and accessible for people using various transportation modes. There is some interest in expanding the downtown area. This project, however, is focused on the area west of the railroad tracks.

The downtown’s main street is Oregon Street, which north of downtown serves as Business Highway 30, increasing through car traffic on downtown blocks. Due to the traffic levels, there is a critical need

for safe pedestrian and bicycle access. The public transit system is currently looking to site bus stops and perhaps a transit hub downtown. Other topics of interest include the connection between Treasure Valley College and downtown, preservation, urban design, marketing signage and wayfinding, public involvement, and special events.

Through this outreach project and a related TGM Code Assistance project, the City hopes to (1) earn support for the emerging Main Street program; (2) gain buy-in and support from property and business owners for the efforts to revitalize downtown; and (3) assess the problems and identify next steps for improving the community's downtown vitality, including development code changes that can contribute to a well-connected, attractive, pedestrian-scale downtown.

Acronyms and Definitions

Agency – Oregon Department of Transportation

City – City of Ontario

DLCD – Department of Land Conservation and Development

MAP-21 – Moving Ahead for Progress in the 21st Century

ODOT – Oregon Department of Transportation

TGM – Transportation and Growth Management Program

Workshop – Workshop on Downtown Revitalization in Ontario

TASKS, DELIVERABLES and SCHEDULE

Task 1: Background Information Assembly and Review

1.1: Consultant shall meet, in person or by conference call, with Evan Manvel, Agency Contractor Administrator (503-934-0059; evan.manvel@state.or.us); Grant Young, Regional Representative, DLCD (541-325-6924; grant.s.young@state.or.us); Cheryl Jarvis-Smith, Planner, Oregon Department of Transportation (“ODOT”) (541-993-1574; cheryl.jarvis-smith@odot.state.or.us); Sheri Stuart, Oregon Main Street (503-986-0679; sheri.stuart@oregon.gov); and Dan Cummings, Community and Economic Development Director, City of Ontario (541-881-3222, dan.cummings@ontariooregon.org) to discuss the context for, and the objectives of, this project, to confirm local stakeholders with whom Consultant shall meet in the Site Visit, and to identify necessary background information for Consultant to obtain and review. Consultant shall prepare a brief, one-to-two-page Meeting Summary of this conference call or meeting.

1.2 Consultant shall contact City to confirm and finalize the meeting date and logistics for the Site Visit and Workshop. The City shall arrange for the room in which the Workshop is held and audio-visual equipment. The City shall promote Workshop attendance through local newspaper ads or public service announcements, web site, library bookmarks, fliers, and other appropriate vehicles. City shall also directly invite stakeholders identified in this document.

Consultant shall send e-mails with details regarding the Workshop, including its date, time, and exact location, to Agency Contract Administrator, DLCD Regional Representative, and ODOT Planner, no later than 15 business days prior to the Workshop.

Consultant Deliverables:

- 1.1: Meeting Summary
- 1.2: Emails providing logistical details on the Workshop

City Deliverables:

- 1.2 Meeting location arrangement, including audio-visual equipment
- 1.2 Flier creation and distribution

Task 2: Presentation for Workshop

2.1: Consultant shall draft one 35-to-40-minute PowerPoint (or equivalent) Presentation for the Workshop and provide this Draft Presentation to City and Agency Contract Administrator for review. Draft Presentation must include an outline of the key points and slides with visual images illustrating the key points. Slides must not be “text-heavy” and must be animated with graphic or photographic images. Draft Presentation must address the following points:

- Downtown changes that can contribute to a well-connected, attractive, pedestrian-scaled downtown;
- General development code and design strategies that foster healthy downtowns;
- A review of what happened with past efforts to revitalize downtown Ontario;
- Strategies to boost awareness of downtown revitalization and organizations working to improve downtown;
- Potential partnerships, including with Treasure Valley Community College and Snake River Transit;
- Recommended next steps, including immediate, short- to mid-term, and long-term measures, for the City to take to overcome the barriers identified and to help revitalize downtown Ontario.

Draft Presentation will only include materials and content able to be produced in advance of Site Visit. Consultant shall finalize specific existing conditions findings and recommendations in Site Visit and include in Final Workshop Presentation.

2.2: Consultant shall participate in Conference Call with City and Agency Contract Administrator to discuss the Draft Workshop Presentation and recommended edits. Agency Contract Administrator will provide comments on Draft Workshop Presentation to Consultant within seven working days of receipt of Draft Workshop Presentation. Comments must reflect input provided by City and Contract Administrator.

Consultant Deliverables

- 2.1: Draft Workshop Presentation
- 2.2: Conference Call on Draft Presentation

Task 3: Site Visit and Workshop on Downtown Revitalization in City

3.1: Site visit and stakeholder interviews. Consultant shall visit City and meet with local stakeholders to:

- (a) obtain local information relevant to this project and the needs and objectives of the City;
- (b) take local photographs appropriate for inclusion in the PowerPoint Presentation;
- (c) identify any additional necessary background information to obtain and review.

Stakeholders must include, but are not limited to:

- Dan Cummings, Community and Economic Development Director, City of Ontario
- Charlotte Fugate, City Councilor, City of Ontario, (541) 889-1996; charfugate@fmmc.com
- Martin Justus, 4 Star Real Estate, (541) 889-8801, martyj@4starrealestatewvtv.com
- Board of Directors for Revitalize Ontario!
- David Eldredge, Eldredge Furniture, (541) 889-5642
- Coralee Nelson, Eastside Florist, (541) 889-8666
- Brandon Smith, Northwest Cabinetry Design, (541) 216-6479
- Sharon Miles, Malheur County Title Company, (541) 889-7625
- John Breidenbach, Ontario Area Chamber of Commerce, (541) 889-8012
- Susan Palmer, downtown property owner, (208) 230-2493

Consultant shall take notes describing preliminary observations, meetings with stakeholders, and the outcomes of the discussions, and use those notes in preparing the Final Workshop Presentation and Final Memo.

3.2: Consultant shall prepare Final Workshop Presentation, which must reflect consideration of comments made by Agency Contract Administrator and City. Consultant shall provide an electronic copy of Final Workshop Presentation, in PDF and PowerPoint format, to Agency Contract Administrator and City. The Final Workshop Presentation must complement and provide additional detail and context for the Final Written Memo.

3.3: Consultant shall lead Workshop on Downtown Revitalization in City on a date acceptable to the City. Consultant shall present the Final Workshop Presentation. Consultant shall address questions from the audience in a question-and-answer period and lead an interactive discussion with the audience after the presentation.

Consultant Deliverables:

- 3.1: Site Visit and Stakeholder interviews
- 3.2: Final Workshop Presentation
- 3.3: Workshop

Task 4: Written Memo

4.1: Consultant shall prepare a brief Draft Written Memo that includes: (a) Consultant's initial

thoughts on key strengths, weaknesses, and opportunities for downtown Ontario; (b) a description of downtown revitalization improvement strategies City should consider pursuing; and (c) recommendations for next steps, including immediate, short-to mid-term, and long-term measures, for City to take. Draft Written Memo must be at least three pages long.

Draft Written Memo must be submitted in MS Word Format so that recommended edits can be provided through MS Word's Track Changes feature. A version of Draft Written Memo that includes photographs and illustrations may be submitted in PDF format. Consultant shall send Draft Written Memo to Agency Contract Administrator, City, DLCDC Regional Representative, and ODOT Planner for review and comment.

Agency Contract Administration will provide Consultant with comments and suggested edits to the Draft Written Memo within seven working days. Comments and edits must reflect input from City, DLCDC Regional Representative and ODOT Planner.

4.2: Consultant shall prepare Final Written Memo that reflects consideration of the comments and edits provided by Agency Contract Administrator. Final Written Report's text (except for photo or illustration captions) must be in at least a 12-point font size to ensure its readability. Final Written Report must include the TGM logo and the following statement:

This project is partially funded by a grant from the Transportation and Growth Management (TGM) Program, a joint program of the Oregon Department of Transportation and the Oregon Department of Land Conservation and Development. This TGM grant is financed, in part, by federal Moving Ahead for Progress in the 21st Century ("MAP-21"), local government, and the State of Oregon funds.

The contents of this document do not necessarily reflect the views or policies of the State of Oregon.

Consultant shall provide Agency Contract Administrator and City with electronic copies of the Final Written Memo.

Consultant Deliverables:

4.1 Draft Written Memo

4.2 Final Written Memo

Consultant Amount Per Deliverable Table

Task	Deliverable Name	Amount Per Deliverable
Task 1	Background Information Assembly and Review	
1.1	Meeting Summary	\$1,460
1.2	Emails providing logistical details on the Workshop	\$800
	Subtask Total	\$2,260
Task 2	Presentation for Workshop	
2.1	Draft Workshop Presentation	\$6,220
2.2	Conference Call on Draft Presentation	\$1,910
	Subtask Total	\$8,130
Task 3	Site Visit and Workshop on Ontario Downtown Revitalization	
3.1	Site Visit and Stakeholder Interviews	\$3,190
3.2	Final Workshop Presentation	\$580
3.3	Workshop	\$1,710
	Subtask Total	\$5,480
Task 4	Final Written Memo to City	
4.1	Draft Written Memo	\$3,160
4.2	Final Written Memo	\$970
	Subtask Total	\$4,130
	Project Total	\$20,000

Schedule

Task	Deliverable Name	Amount Per Deliverable
Task 1	Background Information Assembly and Review	
1.1	Meeting Summary	Two weeks from Notice to Proceed
1.2	Emails providing logistical details on the Workshop	No later than 15 days prior to Workshop
Task 2	Presentation for Workshop	
2.1	Draft Workshop Presentation	No later than December 5, 2015
2.2	Conference Call on Draft Presentation	No later than December 15, 2015
Task 3	Workshop on Ontario Downtown Revitalization	
3.1	Site Visit and Stakeholder Interviews	No later than January 30, 2016
3.2	Final Workshop Presentation	No later than January 30, 2016
3.3	Workshop	No later than January 30, 2016
Task 4	Final Written Memo to City	
4.1	Draft Written Memo	No later than February 15, 2016
4.2	Final Written Memo	No later than March 1, 2016

EXHIBIT J – CONTACT INFORMATION and KEY PERSONS

1. Party Contact Information.

a. *Agency Contract Administrator for this Contract is:

Name:	Evan Manvel
Address:	Department of Land Conservation and Development 635 Capitol St NE, Suite 150 Salem, OR 97301
Ph:	(503) 934-0059
E-mail:	evan.manvel@state.or.us

b. **Consultant's Project Manager (PM) for this Contract is:

Name:	George Crandall, Crandall/Arambula
Address:	520 SW Yamhill St # 4, Portland, OR 97204
Ph:	(503) 417-7819
E-mail:	gcrandall@ci-city.com

c. Local Government Contact

Name:	Dan Cummings
Address:	Planning and Zoning, 444 SW 4 th Street, Ontario, OR 97914
Ph:	(541) 881-3224
E-mail:	dan.cummings@ontariooregon.org

EXHIBIT B (Local Agency or State Agency)

CONTRACTOR CERTIFICATION

Contractor certifies by signing this contract that Contractor has not:

- (a) Employed or retained for a commission, percentage, brokerage, contingency fee or other consideration, any firm or person (other than a bona fide employee working solely for me or the above consultant) to solicit or secure this contract,
- (b) agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the contract, or
- (c) paid or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above consultant), any fee, contribution, donation or consideration of any kind for or in connection with, procuring or carrying out the contract, except as here expressly stated (if any):

Contractor further acknowledges that this certificate is to be furnished to the Federal Highway Administration, and is subject to applicable State and Federal laws, both criminal and civil.

AGENCY OFFICIAL CERTIFICATION (ODOT)

Department official likewise certifies by signing this contract that Contractor or his/her representative has not been required directly or indirectly as an expression of implied condition in connection with obtaining or carrying out this contract to:

- (a) Employ, retain or agree to employ or retain, any firm or person or
- (b) pay or agree to pay, to any firm, person or organization, any fee, contribution, donation or consideration of any kind except as here expressly stated (if any):

Department official further acknowledges this certificate is to be furnished to the Federal Highway Administration, and is subject to applicable State and Federal laws, both criminal and civil.

EXHIBIT C

Federal Provisions
Oregon Department of Transportation

I. CERTIFICATION OF NONINVOLVEMENT IN ANY DEBARMENT AND SUSPENSION

Contractor certifies by signing this contract that to the best of its knowledge and belief, it and its principals:

- 1. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
- 2. Have not within a three-year period preceding this contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery falsification or destruction of records, making false statements or receiving stolen property;
- 3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

4. Have not within a three-year period preceding this contract had one or more public transactions (federal, state or local) terminated for cause or default.

Where the Contractor is unable to certify to any of the statements in this certification, such prospective participant shall submit a written explanation to Department.

List exceptions. For each exception noted, indicate to whom the exception applies, initiating agency, and dates of action. If additional space is required, attach another page with the following heading: Certification Exceptions continued, Contract Insert.

EXCEPTIONS:

Exceptions will not necessarily result in denial of award, but will be considered in determining Contractor responsibility. Providing false information may result in criminal prosecution or administrative sanctions.

The Contractor is advised that by signing this contract, the Contractor is deemed to have signed this certification.

II. INSTRUCTIONS FOR CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS—PRIMARY COVERED TRANSACTIONS

1. By signing this contract, the Contractor is providing the certification set out below.
2. The inability to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The Contractor shall explain why he or she cannot provide the certification set out below. This explanation will be considered in connection with the Oregon Department of Transportation determination to enter into this transaction. Failure to furnish an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the Department determined to enter into this transaction. If it is later determined that the Contractor knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government or the Department may terminate this transaction for cause of default.

4. The Contractor shall provide immediate written notice to the Department if at any time the Contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", and "voluntarily excluded", as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the Department's Program Section (Tel. (503) 986-3400) to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The Contractor agrees by entering into this contract that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transactions with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the Department or agency entering into this transaction.
7. The Contractor further agrees by entering into this contract that it will include the Addendum to Form FHWA-1273 titled, "Appendix B--Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions", provided by the Department entering into this covered transaction without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List published by the U. S. General Services Administration.
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records to render in good faith the certification

required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government or the Department, the Department may terminate this transaction for cause or default.

III. ADDENDUM TO FORM FHWA-1273, REQUIRED CONTRACT PROVISIONS

This certification applies to subcontractors, material suppliers, vendors, and other lower tier participants.

- Appendix B of 49 CFR Part 29 -

Appendix B--Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion--Lower Tier Covered Transactions

Instructions for Certification

1. By signing and submitting this contract, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this contract is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary

covered transaction", "principal", "proposal", and "voluntarily excluded", as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this contract is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this contract that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this contract that it will include this clause titled, "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction", without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the nonprocurement list.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency

with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion--Lower Tier Covered Transactions

- a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency.
- b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall submit a written explanation to Department.

IV. EMPLOYMENT

1. Contractor warrants that he has not employed or retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this contract and that he has not paid or agreed to pay any company or person, other than a bona fide employee working solely for Contractors, any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of this contract. For breach or violation of this warranting, Department shall have the right to annul this contract without liability or in its discretion to deduct from the contract price or consideration or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.
2. Contractor shall not engage, on a full or part-time basis or other basis, during the period of the contract, any professional or technical personnel who are or have been at any time during the period of this contract, in the employ of Department, except regularly retired employees, without written consent of the public employer of such person.
3. Contractor agrees to perform consulting services with that standard of care, skill and diligence normally provided by a professional in the performance of such consulting services on work

similar to that hereunder. Department shall be entitled to rely on the accuracy, competence, and completeness of Contractor's services.

V. NONDISCRIMINATION

During the performance of this contract, Contractor, for himself, his assignees and successors in interest, hereinafter referred to as Contractor, agrees as follows:

1. **Compliance with Regulations.** Contractor agrees to comply with Title VI of the Civil Rights Act of 1964, and Section 162(a) of the Federal-Aid Highway Act of 1973 and the Civil Rights Restoration Act of 1987. Contractor shall comply with the regulations of the Department of Transportation relative to nondiscrimination in Federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are incorporated by reference and made a part of this contract. Contractor, with regard to the work performed after award and prior to completion of the contract work, shall not discriminate on grounds of race, creed, color, sex or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. Contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices, when the contract covers a program set forth in Appendix B of the Regulations.
2. **Solicitation for Subcontractors, including Procurement of Materials and Equipment.** In all solicitations, either by competitive bidding or negotiations made by Contractor for work to be performed under a subcontract, including procurement of materials and equipment, each potential subcontractor or supplier shall be notified by Contractor of Contractor's obligations under this contract and regulations relative to nondiscrimination on the grounds of race, creed, color, sex or national origin.
3. **Nondiscrimination in Employment (Title VII of the 1964 Civil Rights Act).** During the performance of this contract, Contractor agrees as follows:
 - a. Contractor will not discriminate against any employee or applicant for employment

because of race, creed, color, sex or national origin. Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notice setting forth the provisions of this nondiscrimination clause.

- b. Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex or national origin.
4. Information and Reports. Contractor will provide all information and reports required by the Regulations or orders and instructions issued pursuant thereto, and will permit access to his books, records, accounts, other sources of information, and his facilities as may be determined by Department or FHWA as appropriate, and shall set forth what efforts he has made to obtain the information.
5. Sanctions for Noncompliance. In the event of Contractor's noncompliance with the nondiscrimination provisions of the contract, Department shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - a. Withholding of payments to Contractor under the agreement until Contractor complies; and/or
 - b. Cancellation, termination or suspension of the agreement in whole or in part.
6. Incorporation of Provisions. Contractor will include the provisions of paragraphs 1 through 6 of this section in every subcontract, including procurement of materials and leases of equipment, unless exempt from Regulations, orders or instructions issued pursuant thereto.

Contractor shall take such action with respect to any subcontractor or procurement as Department or FHWA may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event Contractor becomes involved in or is threatened with litigation with a subcontractor or supplier as a result of such direction, Department may, at its option, enter into such litigation to protect the interests of Department, and, in addition, Contractor may request Department to enter into such litigation to protect the interests of the State of Oregon.

VI. DISADVANTAGED BUSINESS ENTERPRISE (DBE) POLICY

In accordance with Title 49, Code of Federal Regulations, Part 26, Contractor shall agree to abide by and take all necessary and reasonable steps to comply with the following statement:

DBE POLICY STATEMENT

DBE Policy. It is the policy of the United States Department of Transportation (USDOT) to practice nondiscrimination on the basis of race, color, sex and/or national origin in the award and administration of USDOT assist contracts. Consequently, the DBE requirements of 49 CFR 26 apply to this contract.

Required Statement For USDOT Financial Assistance Agreement. If as a condition of assistance the Agency has submitted and the US Department of Transportation has approved a Disadvantaged Business Enterprise Affirmative Action Program which the Agency agrees to carry out, this affirmative action program is incorporated into the financial assistance agreement by reference.

DBE Obligations. The Oregon Department of Transportation (ODOT) and its contractor agree to ensure that Disadvantaged Business Enterprises as defined in 49 CFR 26 have the opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds. In this regard, Contractor shall take all necessary and reasonable steps in accordance with 49 CFR 26 to ensure that Disadvantaged Business Enterprises have the opportunity to compete for and perform contracts. Neither ODOT nor its contractors shall discriminate on the basis of race, color, national origin or sex in the award and performance of federally-assisted contracts. The contractor shall carry out applicable requirements of

49 CFR Part 26 in the award and administration of such contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as ODOT deems appropriate.

The DBE Policy Statement and Obligations shall be included in all subcontracts entered into under this contract.

Records and Reports. Contractor shall provide monthly documentation to Department that it is subcontracting with or purchasing materials from the DBEs identified to meet contract goals. Contractor shall notify Department and obtain its written approval before replacing a DBE or making any change in the DBE participation listed. If a DBE is unable to fulfill the original obligation to the contract, Contractor must demonstrate to Department the Affirmative Action steps taken to replace the DBE with another DBE. Failure to do so will result in withholding payment on those items. The monthly documentation will not be required after the DBE goal commitment is satisfactory to Department.

Any DBE participation attained after the DBE goal has been satisfied should be reported to the Departments.

DBE Definition. Only firms DBE certified by the State of Oregon, Department of Consumer & Business Services, Office of Minority, Women & Emerging Small Business, may be utilized to satisfy this obligation.

CONTRACTOR'S DBE CONTRACT GOAL

DBE GOAL 0 %

By signing this contract, Contractor assures that good faith efforts have been made to meet the goal for the DBE participation specified in the contract for this project as required by ORS 200.045, and 49 CFR 26.53 and 49 CFR, Part 26, Appendix A.

VII. LOBBYING

The Contractor certifies, by signing this agreement to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal

agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor also agrees by signing this agreement that he or she shall require that the language of this certification be included in all lower tier subagreements, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

FOR INQUIRY CONCERNING
ODOT'S DBE PROGRAM
REQUIREMENT CONTACT OFFICE
OF CIVIL RIGHTS AT (503)986-4354.

EXHIBIT E

Information Required by 2 CFR Subtitle B with guidance at 2 CFR Part 200

1. Federal Award Identification: 0000(240)
2. Grantee Name (which must match the name associated with 3 below): City of Ontario
3. Grantee's unique entity identifier (i.e. DUNS number): 025825886
4. Federal Award Identification Number (FAIN): 0000(240)
5. Federal Award Date: September 16, 2015
6. Period of Performance Start and End Date: From November 2015 to March 2016
7. Total Amount of Federal Funds Obligated by this Agreement: \$20,000
 - A. Total Amount of Federal Award: \$20,000
Federal award project description: 2015-17 Transportation and Growth Management Program
Name of Federal awarding agency: FHWA
Contact information for awarding official: Linda Swan
Indirect cost rate: 0%
 - i.a. CFDA Number and Name: 20.205 - Highway Planning and Construction
 - i.b. Amount: \$20,000
 - ii.a. CFDA Number and Name: _____
 - ii.b. Amount: _____
 - iii.a CFDA Number and Name: _____
 - iii.b Amount: _____
 - B. Total Amount of Federal Award: _____
Federal award project description: _____
Name of Federal awarding agency: _____
Contact information for awarding official: _____
Indirect cost rate: _____
 - i.a. CFDA Number and Name: _____
 - i.b. Amount: _____
 - ii.a. CFDA Number and Name: _____
 - ii.b. Amount: _____
 - iii.a CFDA Number and Name: _____
 - iii.b Amount: _____
 - C. Total Amount of Federal Award: _____
Federal award project description: _____
Name of Federal awarding agency: _____

Contact information for awarding official:

Indirect cost rate: _____
i.a. CFDA Number and Name: _____
i.b. Amount: _____
ii.a. CFDA Number and Name: _____
ii.b. Amount: _____
iii.a CFDA Number and Name: _____
iii.b Amount: _____

8. Total Amount of Federal Funds Obligated to Grantee: \$20,000

9. Is Award R&D? ___ Yes X No

AGENDA REPORT
November 16, 2015

TO: Mayor and City Council

FROM: Mark Alexander, Police Chief

THROUGH: Tori Barnett, Interim City Manager

SUBJECT: RESOLUTION NO. 2015-151: GRANT FUND BUDGET CHANGE

DATE: November 3, 2015

SUMMARY:

Attached is the following document:

- Resolution 2015-151

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

BACKGROUND:

For several years, the Ontario Police Department has participated in Shop with a Cop, which is a program to work with high-risk kids at Christmas time. The program historically had been funded by employees of K-mart, where the event took place. Law enforcement officers would team up with kids and shop for presents for the child and their family.

With the loss of K-Mart, the police department approached Wal-Mart, who has agreed to run Shop with a Cop through their grant program. The police department applied for a \$2,000 grant, which was approved. Wal-Mart has issued a check to the Police Department for \$2,000.

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 Grant Fund.

FINANCIAL IMPLICATIONS:

It is proposed that the revenues and expenditures be recognized within the City's Grant Fund.

PROPOSED MOTION:

I move that the Council adopt Resolution 2015-151, A RESOLUTION ACKNOWLEDGING RECEIPT OF REVENUE FUNDS AND APPROPRIATING EXPENDITURES WITHIN THE GRANT FUND.

RESOLUTION #2015-151

A RESOLUTION ADOPTING A SUPPLEMENTAL BUDGET FOR THE GRANT FUND TO RECOGNIZE RECEIVED FUNDS AND AUTHORIZING EXPENDTURE OF THOSE FUNDS

WHEREAS, The Ontario Police Department occasionally receives unexpected revenue from grants; and

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

WHEREAS, the Ontario Police Department has received \$2,000.00 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
GRANT FUND				
REVENUE				
001-000-456195	Shop With a Cop	\$0	\$2,000.00	\$2,000.00
EXPENDITURE				
001-010-714160	Police Grant Projects	\$0	\$2,000.00	\$2,000.00

EFFECTIVE DATE: Upon adoption

PASSED AND ADOPTED by the Ontario City Council this 16th day of October, 2015.

Ayes:

Nays:

Absent:

APPROVED by the Mayor this 16th day of November, 2015.

ATTEST:

Ron Verini, Mayor

Tori Barnett, MMC, City Recorder

Discussion/Information /Hand-Out Items

City Council Meeting
November 16, 2015

MALHEUR COUNTY COURT MINUTES

OCTOBER 28, 2015

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

HOUSING AUTHORITY

Present for the consideration of the appointment of persons to the Housing Authority board were Sandy Shelton from Lifeways and perspective board member Paul Van Egmond. Ms. Shelton explained that many Lifeways clients are involved with Housing Authority issues and it is important for them to have a voice and be part of the process. Commissioner Hodge moved to appoint Paul Van Egmond, Cindy Ingram, and Laurie Smith to the Housing Authority of Malheur & Harney County board. Commissioner Wilson seconded and the motion passed unanimously.

OWYHEE LAKE ROAD FLAP APPLICATION

Present for the ongoing discussion regarding Owyhee Lake Road and the approved Federal Lands Access Program funding were: Surveyor/Engineer Tom Edwards, Wes Allison from Nyssa Road District (Road District #2), and Shane DeForest, Associate District Manager Vale BLM District Office. Ms. Williams explained that the FLAP application for Owyhee Lake Road was a partnership effort between the County, BLM, and Nyssa Road District requesting approximately \$423,000 for design of the road. The County was notified that the application had been approved for \$112,163 to prepare a corridor plan for the road; the request for funds for design was not approved. Planning efforts would include the Federal Highway Administration and community partners. Further funding would need to be applied for to assist with the design phase and also the construction phase. Acceptance of the Planning award would require a match of \$12,837. The County's FLAP application included planning and outreach to the public during the design phase rather than an entire process designated to Planning. County and Road District staff feel that the community will not support an ostentatious road design and there is not funding available for such a road. It was felt that safety improvements such as turnouts, safety edge, and railing were important in the project but that there was not a lot of other planning that would need to take place. Mr. Allison indicated that the road district board's position is the road needs to be safe but not extravagant and that in no other road projects is it necessary to do planning and public outreach. It was discussed that the addition of turnouts and such that will be outside the current road right of way is when it becomes necessary for an environmental analysis and such.

Commissioner Hodge suggested that as the County only has an easement through the area that perhaps the road should be turned back to BLM and BOR; Mr. Allison felt the road district board would be supportive of that.

Mr. DeForest said that from the BLM's perspective they are still onboard with their \$30,000 in-kind contribution for environmental evaluations and reviews and that it would be best to do an analysis for the complete project rather than in increments. BLM would also be open to further discussion about providing cash assistance to the project if necessary.

Judge Joyce said he was awaiting further information from BLM Vale District Manager Don Gonzales. The matter will be placed on next week's County Court agenda.

COURT MINUTES

Commissioner Wilson moved to approve Court Minutes of October 21, 2015 as written. Judge Joyce seconded and the motion passed. (Commissioner Hodge was not present for the meeting on October 21, 2015)

CONTINUATION OF COUNTY COURT

Commissioner Wilson moved to continue the County Court meeting to October 29, 2015 for a Town Hall meeting in Adrian, Oregon, and to October 30, 2015 for various Executive Sessions. Commissioner Hodge seconded and the motion passed unanimously.

SUPPLEMENTAL BUDGET RESOLUTION

Commissioner Wilson moved to approve Resolution No. R15-40: In the Matter of Fiscal Year 2015/2016 Supplemental Budget by Resolution Under Local Budget Law ORS 294.471. Commissioner Hodge seconded and the motion passed unanimously. The resolution allocates additional CAMI grant funds which were received but not anticipated when the adopted budget was prepared. See instrument #2015-3876

ODOT AGREEMENT

Commissioner Hodge moved to approve Public Transit Division Oregon Department of Transportation Agreement No. 31028, Capital 5311. Commissioner Wilson seconded and the motion passed unanimously. The agreement is for funding not to exceed \$94,217 for purchase of a transit vehicle. A sub-agreement will be drafted with MCOA&CS. A copy will be returned for recording.

CROSSING PERMIT

Commissioner Hodge moved to approve Crossing Permit #28-15 to Tyler Keister (Kurt Hysell performing work) for installation of water line and power under 6th Street in Harper (Road #723). Commissioner Wilson seconded and the motion passed unanimously. The original permit will be kept on file at the Road Department.

ADVISORY BALLOT MEASURE - OWYHEE CANYONLANDS MONUMENT

Ms. Williams visited with the Court about putting an advisory ballot measure on the March ballot asking the voters in Malheur County if they want the proposed Owyhee Canyonlands Monument designation. Also present was Clerk Deborah DeLong. Ms. DeLong explained that an advisory measure with a simple yes/no answer in the March election would cost the County approximately \$8,000; this amount is significantly lower than a regular election as it could be done without the ballot counting machine, machine ballots and programming expenses. The Court members were all in agreement that the issue is very important and asked Ms. Williams to proceed with drafting the necessary documents to place the advisory measure on the March 2016 election.

EOCCO COMMUNITY ADVISORY COUNCIL (CAC)

The Court received correspondence requesting the appointment of three individuals to the EOCCO Community Advisory Council. The Court requested further information on the persons before making any decisions.

The Court recessed for lunch.

EXECUTIVE SESSION

Executive Session was called in accordance with ORS 192.660(2)(a) - Employment of Public Officers, Employees and Agents with Judge Joyce presiding and Commissioner Hodge and Commissioner Wilson present. Also present was Dr. Morris Smith, Sandy Shelton from Lifeways, and Angela Gerrard. No decisions were made during the session.

HEALTH DEPARTMENT DIRECTOR

Commissioner Hodge moved to offer the Health Department Director position to the candidate and authorized Ms. DuBois to proceed with negotiations. Commissioner Wilson seconded and the motion passed unanimously.

Court was recessed until the Town Hall meeting on October 29, 2015.

TOWN HALL

Court resumed for a Town Hall meeting held in Adrian, Oregon at the High School Gymnasium on October 29, 2015; it began at approximately 6:45 p.m. Present were Judge Joyce, Commissioner Wilson and Commissioner Hodge; Representative Cliff Bentz, Senator Ted Ferrioli, Representative Greg Barreto, Grant County Judge Scott Myers, Lake County Commissioner Ken Kestner, Harney County Commissioner Dan Nichols, Wheeler County Judge Patrick Perry, Crook County Judge Mike McCabe, Harney County Judge Steve Grasty, Baker County Commissioner Bill Harvey, Baker County Commissioner Mark Bennett, Sheriff Brian Wolfe, BLM Vale District Manager Don Gonzales, and Cecil Dick from the Burns Paiute Tribe.

Several hundred public members and members of various media organizations were present. Staff members from Congressman Greg Walden's and Senator Wyden's office were present.

The topic of the Town Hall was the Owyhee Canyonlands Monument proposal. Representative Bentz chaired the meeting and his office organized the meeting. The meeting was video recorded by Representative Bentz's office. Representative Bentz welcomed everyone and outlined the format of the meeting. Representative Bentz explained that this is a very important matter and it is important that the people of the state of Oregon weigh in on the proposal. Many written questions from the audience were collected and it was agreed that the questions would be submitted to ONDA for their responses; ONDA agreed to respond to the questions and Representative Bentz's office will post the questions/responses online at a future date. Representative Bentz also asked those individuals who had prepared statements to submit them to his staff.

ONDA

ONDA Executive Director Brent Fenty was allowed approximately 10 minutes to review their Owyhee Canyonlands proposal. Mr. Fenty gave a brief background on himself; and explained that the Owyhee Coalition is a group of citizens and organizations that believe we must have the foresight to protect this special place. (Owyhee Canyonlands) The area has amazing values - geology, over 500 cultural sites, historical resources, and wildlife. ONDA also believes the proposal is truly complementary with sage grouse protection efforts; and that the proposal will ensure protection of the area while also allowing economic uses to continue. Mr. Fenty said that under a national conservation area and wilderness proposal, which the Owyhee Coalition is proposing, livestock grazing is allowed to continue in both wilderness and national conservation areas; additionally, the proposal keeps open major routes in the area; search and rescue and fire suppression would continue; and the proposal grandfathered in historical mining claims. Benefits of the proposal include: protection of wildlife habitat, maintaining recreational opportunities, protection of historical and cultural sites, maintaining compatible existing uses, and prevents detrimental development impacts.

Members of the panel each asked one question of Mr. Fenty:

Commissioner Bennett commented and asked how the people who live, work, and have protected the area, would be protected. Mr. Fenty said that protecting these lands is protecting a way of life that exists in the area.

Sheriff Wolfe commented that the area is healthy right now and that the people make it that way and under the management of the BLM that is not going to change so why add more restrictions. Mr. Fenty indicated that the proposal makes permanent what was intended in the 40-year wilderness study area process.

Commissioner Harvey commented that the Idaho boarder has two wilderness areas, Oregon has wilderness in the Steens and wilderness in Baker County, Malheur has had the WSA for 40 years, so what would be enough? - Wilderness does have restrictions and does lock out needs. Mr. Fenty said that Oregon is way behind in terms of land conservation; Oregon currently has approximately 3 million acres of wilderness study areas, mostly in eastern Oregon; only 4% of Oregon is protected. California has 15%, Washington 11%, and Idaho 10%.

Commissioner Hodge asked that Mr. Fenty and his organization(s) listen to the residents that were born and raised here and who care about the land.

Commissioner Wilson deferred his question until later in the meeting as he had a prepared statement to read.

Judge Joyce commented that when ONDA representatives first visited with him years ago the first thing they said to him was "were going to close all the roads in this area" and he objected. Mr. Fenty said he has no interest in closing roads and that the proposed area includes approximately 1500 miles of roads to remain open.

Representative Barreto asked if an economic impact study had been done on the potential lands. Mr. Fenty confirmed a study was done by Headwaters.

Senator Ferriolli commented he believes that what is proposed is the largest single irrevocable commitment of resources and land that has happened in his lifetime and questioned why it is being sought after by Executive Order rather than by a public process that involves both the local government and citizenry. Mr. Fenty said it has been a public process and has been taking place for the last 7 years.

Judge Grasty commented on the Steens Mountain Act and said that there is a trust matter; the Steens has been in litigation or appeals in the land management process since the beginning. Mr. Fenty indicated there is a difference in this process and the Steens process; and there was a change in administration right after the Steens and all the voices were not at the table.

Judge McCabe commented on the trust issue.

Judge Perry gave up his time for a question for the community to use later.

Commissioner Kestner said he appreciates wilderness but doesn't believe we need to have wilderness every place and when instituting any type of monument you exclude the use of natural resources, which belong to all Americans; and that farming and ranching is a passion of his and he's seen from Escalante that it was shut down so there is a trust issue. Mr. Fenty expressed appreciation for the interest in our public lands and said that the Escalante Grand Staircase designation has brought benefits to the communities.

Judge Myers commented Eastern Oregon has enough wilderness and wild and scenic river designations and commented on the devastating fires Grant county suffered recently and the associated problems with roads being closed. The proposal calls for roads to remain open - but for how long; and it calls for grazing to be intact- again, for how long. Mr. Fenty commented there are differences between forest lands and the types of lands in the Canyonlands.

Mr. Dick did not have a question at this time but said he would like to meet with the individuals.

Representative Bentz read some of the questions received from the audience:

Teague Mineral Products from Adrian had a questions about mining. Mr Fenty said that yes, a designation would limit future mineral development that is not part of the existing rights within the national conservation area, within wilderness, it would limit any new claims for oil, gas development, or surface drilling.

If the area is designated a national monument, what is to prevent Congress from declaring it a national park or something wilderness area later on. Mr. Fenty noted that there is nothing to prevent Congress from taking future actions.

It's been said that current uses will continue - what assurances are there that the restrictions will not take away from current grazing uses. Mr. Fenty said that a monument has values for which its designated, that's separate and defines how the area will be managed going forward. A national conservation area has a similar set of values. The wilderness act actually has definition around grazing specifically that says preexisting grazing is grandfathered and continues into the future and that's specific to the 1964 Wilderness Act.

Who designates what the purpose of this monument will be? Mr. Fenty said that the President in a proclamation for a national monument sets forth what the objects of value and the purpose is in the proclamation. What purpose is Mr. Fenty's group suggesting? Geological values, rare plants, wildlife, river corridor; and that persons commenting on the area should outline what they think is important that should be conserved or protected for future uses and generations. Mr. Fenty said he is happy to discuss what the future management of this area should look like; and that someone from his organization would attend future meetings.

Will you and your organization support cattle and mining in this area to the extent that hasn't already been established, beyond that that already exists? Mr. Fenty was not willing to speculate on future unknowns; existing grazing and mining would be grandfathered as already established but Mr. Fenty was not prepared to say that he would support future proposals.

Comments

Representative Bentz called on various persons for comments.

Mr. Dick, in summary, cautioned that in time the landowners may become visitors to the area, similar to what has happened to the tribes through history.

Mary Gautreaux read a prepared statement on behalf of Senators Merkley and Wyden.

Nick Strader commented on behalf of Representative Walden and referenced a recent letter Congressman Walden had sent to the Secretary of Interior.

Proponent Comments (In Favor)

Audience members who commented in favor of the monument proposal were: Diane Rathenport - Hines, OR; Kurt Richardson - Keen Footwear, Portland, OR; Tom O'kief - American Whitewater; Gary Lane, Riggins, ID; _____ - Tillamook, OR; Josie Norris - Bend, OR; John Sterling - Bend, OR; Kirsten Blackburn - Portland, OR; John Taylor - Boise, ID; Dan Morris - Bend, OR; Adam Bayler - Owyhee Coalition; Brad Brooks - Boise, ID; Ron ____ - religious organization; Linda Balford - Portland, OR; Gordon Beck - Portland, OR;

Opponent Comments (Not In Favor)

Mayor Ron Verini - City of Ontario; John Kirby - Ontario, OR; Dick Grigg - Nyssa, OR; Judy Wilcox- Ironside, OR; Clint Shock - Ontario, OR; Isaac Martinez - Adrian, OR; Brent Ishida - Adrian, OR; _____, Vale, OR (had question about grandfathered rights); Don Gonzales from BLM explained grandfathered rights); Dennis _____ - __, ID; Candace Shock, Ontario, OR; Greg Jones - Nyssa, OR; Curtis Martin - North Powder, OR; ____ Tamez - Harper, OR; Bob Skinner - Jordan Valley, OR; Jim Graham - _____

Not Decisively Proponent/Opponent Comments

Bill Miller - Idaho Aviation and other organizations - want airfields protected; Art Lamb - Adrian, OR; Larry Price - Adrian, OR

** Please note that some spellings of persons names may be inaccurate as names were only verbally spoken

Comments from Officials at Table

Commissioner Bennett - need to look out for the people and their way of life; local communities make the decisions; need a protected working landscape

Sheriff Wolfe - Malheur county encompasses approximately 6.4 million acres; taking 2.5 million acres of that and making it a monument or wilderness and restricting its use is an overreach of government; and if this happens it will become a land of no use

Commissioner Harvey - currently recreation is not restricted and four months of tourism a year is not enough

Don Gonzales - Secretary of Interior realizes this is an important issue; currently there is no bill in Congress; and Mr Gonzales will take notes back to the Secretary

Commissioner Hodge - listen to the people who live and work here

Commissioner Wilson - read a statement from the 1906 Antiquities Act, Section 2, states in part: *That the President of the United States of America is hereby authorized in his discretion, to declare by public proclamation historic landmarks, historic and prehistoric structures, and other objects of historic or scientific interest that are situated upon the lands owned or controlled by the Government of the United States to be national monuments, and may reserve as a part thereof parcels of land, the limits of which in all cases shall be confined to the smallest area compatible with proper care and management of the objects to be protected.* Commissioner Wilson asked if this statement is true, then where in the hell did the 2.5 million acre proposal come from?

Judge Joyce - recently spoke with Kane and Garfield, Utah commissioners and they have been in litigation since their designation started in 1996

Representative Barreto - make your voice heard - send letters, emails and make phone calls

Judge Grasty - Harney County passed a resolution in opposition; more regulation is less for the community

Judge McCabe - working everyday to make sure that Crook County constituents have spots that remain in the Ochoco's before this group fills them up

Judge Perry - wilderness should only go forward if it has the local community's support; AOC Legislative Committee supports Malheur County's opposition to the proposal

Commissioner Kestner - lived in the Utah area right after the Escalante Staircase designation and it did bring in some recreation but the ranching families were the ones that suffered from it

Judge Myers - Grant County is in support of Malheur County's opposition to the proposal

Cecil Dick - warned the people to be cautious

Senator Ferrioli - trust is an issue; Owyhee Coalition/ONDA is saying they don't trust the landowners to be stewards of the lands; the landowners don't trust the Coalition; the people who care about the landscape should work together

Representative Bentz - encouraged the public to send a message to the President and Senatorial delegation; and thanked all for attending and participating

The Town Hall meeting was adjourned.

Court resumed on October 30, 2015 at 9:00 a.m.

EXECUTIVE SESSION

Executive Session was called in accordance with ORS 192.660(2)(a) - Employment of Public Officers, Employees and Agents with Judge Joyce presiding and Commissioner Hodge and Commissioner Wilson present. Also present was Nyssa Police Chief Rau, Ed Pierson from Oregon Youth Authority, and Susan Gregory. No decisions were made during or following the session.

EXECUTIVE SESSION

Executive Session was called in accordance with ORS 192.660(2)(a) - Employment of Public Officers, Employees and Agents with Judge Joyce presiding and Commissioner Hodge and Commissioner Wilson present. Also present was Nyssa Police Chief Rau, Ed Pierson from Oregon Youth Authority, and Cresencio (Chris) Ruiz. No decisions were made during or following the session.

EXECUTIVE SESSION

Executive Session was called in accordance with ORS 192.660(2)(a) - Employment of Public Officers, Employees and Agents with Judge Joyce presiding and Commissioner Hodge and Commissioner Wilson present. Also present was Nyssa Police Chief Rau, Ed Pierson from Oregon Youth Authority, and Russhell Berry. No decisions were made during or following the session.

EXECUTIVE SESSION

Executive Session was called in accordance with ORS 192.660(2)(a) - Employment of Public Officers, Employees and Agents with Judge Joyce presiding and Commissioner Hodge and Commissioner Wilson present. Also present was Nyssa Police Chief Rau, Ed Pierson from Oregon Youth Authority, and Mike Graber. No decisions were made during or following the session.

EXECUTIVE SESSION

Executive Session was called in accordance with ORS 192.660(2)(a) - Employment of Public Officers, Employees and Agents with Judge Joyce presiding and Commissioner Hodge and Commissioner Wilson present. Also present was Nyssa Police Chief Rau, Ed Pierson from Oregon Youth Authority, and Angela Means via Skype. No decisions were made during or following the session.

JUVENILE DEPARTMENT DIRECTOR

Commissioner Hodge moved to authorize Ms. DuBois to offer the position to the Court's number one candidate conditional upon the acceptance of certain performance goals expectation and directives. Commissioner Wilson seconded and the motion passed unanimously.

COURT ADJOURNMENT

Court was adjourned.

Tori Barnett - Minutes and update

From: Kit Kamo <kkamo@tvcc.cc>
Date: 11/9/2015 10:50 AM
Subject: Minutes and update
Bc: Tori Barnett
Attachments: Nov 4 Minutes.doc; 2015 Annual Meeting notes.doc; November 4.pdf

Good morning – attached please find the unapproved meeting minutes from last week’s SREDA meeting, the corrected and approved Annual Meeting minutes, and a copy of my monthly report (with pumpkin harvest photos).

Thanks to Idaho Power, I was invited to attend the Nampa Economic Development Breakfast last week and I wanted to share some of the highlights so you will know what the neighbors are doing!

Nampa Rental Rates compared to 2008 rates: Office down 25%; Retail down 25%; and Industrial is still down 9% from 2008.

Office vacancy rates for Nampa are at 9.91%

Office vacancy rates for Caldwell are at 19%

Retail vacancy in Nampa is 5.8%

And Nampa Industrial vacancy is 1.9%

Nampa Downtown is under 4% for their vacancy rate

Nampa will see 4-5 new hotels in 2016

Population forecast for the Treasure Valley in 2020 is over 800,000 – 2015 population is at 625,000.

Low interest rates and low inventory make for a seller’s market.

And on the larger, global scene –shrinking retail business at physical locations as more is being purchased online so businesses are changing. For example Best Buy’s new stores are 25% smaller and there is an increased need of warehousing (especially on the west coast) for 1-2 day delivery. There are more I-phones/smart phones than computers. Two out of three jobs since 2008 are from the small to medium sized businesses. Look for the Feds to raise the interest rates in December. ☺

Have a great and profitable day!

Kit Kamo, Executive Director

Snake River Economic Development Alliance

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Ontario, OR 97914

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**BOARD OF DIRECTORS**

November 4, 2015 ~ 7 am

Tex Mex, Nyssa, Oregon

Members and guests present: Patrick Nauman, Randy Griffin, Ken Bishop, Harry Flock, Ed Susman, Nancy Dale, Alan Massey, Jeff Williams, Brad Holland, John Breidenbach, Dennis Baughman, John Dillon, Robert Komoto, Tom Anderson, Torie Ramirez, and Susan Barton.
Staff: Kit Kamo

1. Call Meeting to Order: Executive Director, Kit Kamo, opened the meeting at 7:01 a.m. as Chairman Nauman was running a bit late.
2. Introductions of Attendees: Kit then thanked everyone for coming today and gave a big thank you to Torie Ramirez for hosting the SREDA meeting. Torie gave an overview on her family's business. Then Kit asked if everyone present would please introduce themselves and what specific entity they are representing. We took a few minutes for the group to complete introductions. Chairman Nauman arrived.
3. Approval of the Annual Meeting Minutes of October 21, 2015 and the September 2, 2015 Minutes: Chairman Nauman asked if everyone had a chance to read and review the two sets of board minutes that were sent out to everyone. Chairman Nauman then asked if anyone had any questions or corrections to the minutes. Hearing none, Chairman Nauman asked for a motion to approve the minutes from the Annual Meeting and then from the September 2, 2015 regular meeting minutes as printed and presented. Jeff Williams made a motion to approve the Annual Meeting of October 21, 2015 minutes with the correction that Jeff brought a guest to the meeting, seconded by Ken Bishop. The motion passed unanimously. Jeff Williams then made a motion to approve the September 2, 2015 minutes, seconded by Brad Holland. The motion passed unanimously.
4. Financial Update: In the absence of Treasurer Sandy Hemenway, Kit Kamo provided the treasurer's report for the group. Kit 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. Kit explained the Trade Show amount shows a little high as we have purchased some tickets for the show early to obtain better discounts. SREDA has hired a bookkeeper for a nominal amount and we have completed our work at the Idaho visitor's center for the year. More discussion ensued regarding the visitor's center and how it operates. Discussion then took place about the Ontario Chamber of Commerce who runs the visitor's center on the Oregon side going west. A question was asked, "What is SREDA's taxable year end?" to which Kit replied a calendar year. After Kit's detailed presentation, Chairman Nauman asked if there were any questions for clarification or discussion, there were none, so Chairman Nauman asked the group for a motion to approve the financial report as printed and presented. Ken Bishop made a motion to approve the financial update as printed, seconded by Torie. The motion passed unanimously.

5. Annual Meeting Update: Chairman Nauman provided details of the recently held annual meeting. Everyone thanked Jeff Williams for his presentation during the meeting. It was very informative and helpful.

6. Election of Officers: Chairman Nauman discussed the nominations open today and then asked for a nomination for the position of Treasurer. Sandy Hemenway was willing to refill the position. Harry Flock made a motion to close the nominations with Sandy Hemenway as the only candidate which was seconded by Jeff Williams. The motion passed unanimously. Chairman Nauman then asked for nominations for the position of Secretary. Patrick stated that Randy Griffin was also willing to refill the position. Torie made a motion to close nominations leaving Randy Griffin as the only candidate. The motion was seconded by Harry Flock. The motion passed unanimously.

Chairman Nauman then discussed the position of Vice-President and stated that Logan Hamilton was simply too busy with his new stores and other ventures to hold this office again. The group then discussed what positions are open for this elected position and several names were mentioned. After discussion, John Breidenbach nominated Jeff Williams for the position of Vice President. Harry Flock made a motion for Jeff Williams as Vice President which was seconded by Ken Bishop. The motion passed unanimously.

The position of chairman was discussed by the group and Patrick Nauman stated he would refill this position too. The group thanked Patrick for his outstanding leadership and commitment as our chairman over the past year. Harry Flock then made a motion to approve Patrick Nauman as chairman for next year which was seconded by Ken Bishop. The motion passed unanimously.

7. City and Community Highlights:

City Highlights:

- a. Ontario: No one was present from the City of Ontario so no report was given.
- b. Weiser: Patrick Nauman reported that elections were last night and three individuals were elected. Two incumbents and one new member. All are pro-economic development and pro-business which is good. Patrick said that one building in the downtown block has sold and currently there are three new ideas for possible businesses to occupy this space. Discussion is also ensuing with Intermountain Gas Company and the sale yard property.
- c. Vale: No one was present from the City of Vale so no report was given.
- d. Nyssa: Harry Flock reported the City Council is working on their budget right now looking for ways to balance it. So, right now they for some reason have settled on the SREDA annual contribution and the possibility of not funding it. Harry stated if anyone could visit with council members it may be helpful. Also, Jeff Williams stated in the past in Weiser it was effective for some of us to show up at a council meeting to discuss and support what SREDA is about. The group felt this may help the council understand better the importance of the tri-county region and the force we have pooling together.
- e. Fruitland: Mayor Ken Bishop reported on the development projects in the city. Currently, they are working on upgrading the railroad crossing and have now

received some funding. Ken also stated that housing is going strong and the Christmas on Main Street will be on December 6, 2015.

- f. Payette: Nancy Dale reported that the City is getting ready for the holidays and then reported on some new developments. They are working on the National Registry for twelve separate properties within the City. Mayor Jeff Williams said the next challenge for the City will be not having enough funding for the current facade grant program as the interest is growing.
- g. New Plymouth: No one was present from the City of New Plymouth so no report was given.

Community Highlights:

- a. John Breidenbach Executive Director for the Ontario Chamber of Commerce discussed some economic discussions he has had regarding some possible new housing development information. John then provided information about the Chambers partnership with the Small Business Center.
 - b. Susan Barton then discussed the Ford Family Leadership program and stated the next class will start in January. Everyone is welcome. Harry Flock stated he has attended this class in the past and that you will really learn a lot. Please attend.
8. County Highlights:
- a. Payette County: Kit discussed a meeting she had with one of the commissioners about SREDA. It was very positive.
 - b. Washington County: Commissioner Tom Anderson discussed the Highway 95 Project which he has done before. A presentation of the study results will be given tomorrow, November 5th, at the Weiser Vendome Center. The meeting will begin at 1:30 p.m. Commissioner Anderson then stated he attended a meeting in New Meadows with the Idaho Tax Commission which has to do with Project 78. He then noted that the County has upped the annual SREDA contribution to \$3,000.
 - c. Malheur County: Kit stated that she has been helping on some of the Malheur County economic development projects. No one else from Malheur County was present so no report was given. John Breidenbach discussed the Owyhee Canyon designation proposal and various aspects of the proposal.
9. Executive Director Report:
- Projects:
- a. Project Neighbor: Details are still in the working stages.
 - b. Project Cut Expansion: Small business in the working stages.
 - c. Project Pat: Company looking for 15,000 sq. ft. building.
 - d. Project North: A small company looking to expand and needs a building.
 - e. Project Crayola: From the State of Idaho - SREDA has submitted three possible sites.
 - f. Project Pumpkin: Is in the middle of harvest which is all done basically by hand.
 - g. Project Basket: From Idaho and we have submitted on this project.
 - h. Project Chipotle: Is a new company needing more dollars.
 - i. Project Bear: Is a small company with an expansion project in mind.

Award:

The International Economic Development Council (IEDC) awarded SREDA with a bronze award for Cross Border & Regionalism Collaboration at their annual conference in Anchorage. Chairman Patrick Nauman, Ontario Councilwoman Charlotte Fugate, and Kit Kamo attended the event and received the award on behalf of SREDA.

Other Items:

- a. Meet new Eastern Oregon University President Tom Insko in Ontario on Monday, November 9, 2015, from 4:30 to 6:00 p.m. at the Four Rivers Cultural Center. Join alumni, trustees, and friends for this special community reception. Light appetizers and refreshments will be provided. President Insko will also be at the Ontario Chamber on Monday at noon.
 - b. Randy Griffin's retirement party will be at TVCC on November 18, 2015 in the Science Center from 3:00 p.m. to 5:00 p.m.
 - c. SREDA draft work plan and draft budget for 2016: Kit discussed aspects of this and explained some of the details.
10. Round Table Discussion: Commissioner Tom Anderson discussed the housing shortage in Weiser and stated that folks want to move back to Weiser but cannot find housing. It was noted that our workforce area is around 65,000.
11. Adjourn: Chairman Nauman adjourned the meeting at 8:15 a.m.

Upcoming Calendar of Events:

October 27, 2015	Vale City Council Meeting, SREDA - 7:00 p.m.
October 29, 2015	Town Hall Meeting Adrian High School – 6:30 p.m.-8:30 p.m. meeting on the Owyhee desert.
November 3, 2015	Fruitland update on Oil & Gas Meeting, Fruitland Middle School 6:00 p.m. – 8:00 p.m.
November 4, 2015	SREDA Monthly Board Meeting, 7:00 a.m., Tex Mex, Nyssa, OR
November 5, 2015	Nampa economic Development Breakfast – SREDA guest of Idaho Power
November 10, 2015	Nyssa City Council Meeting, SREDA 7:00 p.m.
November 13-18	Kit on Vacation
November 26, 2015	HAPPY THANKSGIVING
December 2, 2015	SREDA Monthly Board Meeting 7 am Portia Club, Payette, Idaho
January 6, 2016	SREDA Monthly Board Meeting 7 am Ontario location TBA
February 3, 2016	SREDA Monthly Board Meeting 7 am St. Luke's, Fruitland, ID

Minutes prepared by Randy Griffin, SREDA Secretary



SREDA ANNUAL MEETING

October 21, 2015 ~ 6 pm

Saint Alphonsus Medical Center, Ontario, Oregon

Members and guests present: Patrick Nauman, Logan Hamilton, Ken Bishop, Harry Flock, Mike Hanigan, Bruce Jensen, Dan Joyce, John Breidenbach, Rick LaHuis, Charlotte Fugate, Sandy Hemenway, Nancy Dale, Derrell and Peggy Childers, Alan Massey, Kirk and Allis Chandler, Jim and Anita Smith, Jeff Williams, Lori McKinney, Torie Ramirez, Kevin Coats, Judy A Cordeniz, Dan Cummings, Ken Hart, Brad Holland, Ron Haidle, Gustavo Morales, Laura Gross, and Liz Amason.

Staff: Kit Kamo

The annual meeting was called to order by Chairman Patrick Nauman at 6 pm. Patrick thanked Saint Alphonsus for the room and hospitality. Self-introductions were made and the Chair adjourned the meeting while everyone ate the delicious meal that was prepared by Saint Alphonsus staff. Following dinner and light conversation, the chair resumed the annual meeting.

Patrick presented the prestigious award given to SREDA at the International Economic Development Council (IEDC) for Cross Border and Regional Collaboration. He thanked the group, because without the partners in the room working together, we would not have received the award. He also thanked Ontario Councilwoman Charlotte for attending the award ceremony. Kit added it was impressive to have both Oregon and Idaho represented while receiving the award.

Kit passed out the annual report, and the report card of activities updated through September 30th, and explained a few details of each. She then introduced and turned the time over to Jeff Williams who presented the group with housing sales data for the region from 2011/2012 through 2015. Individual colored graphs for each of the Cities of Weiser, Fruitland, Ontario, Payette, and New Plymouth showed different trends regarding inventory, average sales price, days on market, and other interesting data. Jeff had data that showed our homes in the region sell for 95% of their asking price.

Vice Chairman Logan Hamilton followed with the nominations and elections of new board members. The 3 positions open were Patrick Nauman for business; Doug Lamm for at large; and Harry Flock for elected position. Elected unanimously to the board for 3 year terms were the following:

Business: Patrick Nauman, Weiser Classic Candy

At Large: Andy Oyervides, Teton Mfg. Payette

Elected: Councilman Harry Flock Nyssa

Patrick thanked Ken Hart and his staff for the fabulous meal and facility and adjourned the meeting at 7:30 pm.

Notes of the meeting are respectfully submitted by Kit

Kit's report – November 4, 2015

Projects –

Project Neighbor – still working on details; Project Cut expansion project; Project Pat company looking for 15,000 sq ft building; Project North small company looking to expand and needed a building; Project Crayola from the State of Idaho – we submitted 3 sites; Project Pumpkin is in the middle of harvest all basically by hand; Project Basket from Idaho – we submitted on this project; Project Chipotle is a new company needing more \$\$; and Project Bear is a small company with an expansion project.



Pumpkin harvest 2015 at Purdums Farm, Fruitland. The small pumpkin smasher is fed one pumpkin at a time and the meat comes out the back while the seeds come out to the side into an orange bucket. Although this is 1 set away from cutting them open by hand, it is quite a long ways from a more automated activity. Numerous different modifications will be looked at as an efficient system is developed for our area. One test plot in the Vale area had issues with the deer loving the pumpkins – Another test plot on a farm outside of Nyssa will be the only organic pumpkin seeds harvested. Bill Buhrig did a plot on the OSU Malheur Experiment Station farm as well.

AWARD –

IEDC awarded SREDA with a bronze award for Cross Border & Regionalism Collaboration at their annual conference in Anchorage. Chairman Patrick Nauman, Ontario Councilwoman Charlotte Fugate, and Kit Kamo attended to receive the award.

Other items:

1) Meet President Tom Insko in Ontario Monday, **November 9** | Four Rivers Community Center Join alumni, trustees, and friends in Ontario! You are cordially invited to a special community reception Welcoming President Tom Insko to Ontario on Monday, November 9 from 4:30 - 6:00 p.m. at the Four Rivers Community Center (2449 SW 4th Ave.) Light appetizers and refreshments will be provided. Please feel free to share this invitation with others, this event is open to the public!

Ontario Community Reception

November 9 - 4:30 - 6:00 p.m.

Four Rivers Community Center

2449 SW 4th Ave.

President Insko will also be at the Ontario Chamber luncheon on Monday, noon.

- 2) Randy Griffin's retirement party will be at TVCC on November 18th Science Center 3 pm to 5 pm!! Congratulations Randy!
- 3) SREDA Draft work plan and Draft Budget for 2016

PWC MEETINGS

'x' = Here, '-' = No Show,
'E' = Excused

October 2015 * **CANCELLED - No new Agenda Items**

September 2015 * **CANCELLED - Conflicting schedules,
staff unavailable; No new Agenda Items.**

August 2015 * **CANCELLED - No new Agenda Items**

July 14, 2015

<u>x</u> Scott Wilson	-	Mike Miller
<u>x</u> Bernie Babcock	<u>x</u>	Riley Hill
<u>x</u> Ken Hart	<u>x</u>	Pat Woodcock
<u>E</u> Ron Cornmesser		

June 9, 2015 * **CANCELLED - No Quorum**

<u>x</u> Scott Wilson	-	Mike Miller
<u>x</u> Bernie Babcock	-	Riley Hill
<u>x</u> Ken Hart	-	Dan Cummings
<u>E</u> Ron Cornmesser		(new Planner for City)

May 12, 2015

<u>E</u> Scott Wilson	-	Mike Miller
<u>x</u> Bernie Babcock	-	Riley Hill
<u>x</u> Ken Hart	<u>x</u>	Dan Cummings
<u>x</u> Ron Cornmesser		

April 14, 2015

<u>x</u> Scott Wilson	-	Mike Miller
<u>E</u> Bernie Babcock	<u>x</u>	Riley Hill
<u>x</u> Ken Hart	<u>x</u>	Dan Cummings
<u>E</u> Ron Cornmesser		

March 10, 2015 * **Scheduling Conflicts** * 'March 19, 2015 * **No Quorum**

March 26, 2015 - Reschedule

<u>x</u> Scott Wilson	<u>E</u>	Mike Miller
<u>x</u> Bernie Babcock	<u>x</u>	Riley Hill
<u>E</u> Ken Hart	<u>x</u>	Dan Cummings
<u>E</u> Ron Cornmesser		

February 10, 2015

<u>x</u> Scott Wilson	<u>x</u>	Mike Miller
<u>x</u> Bernie Babcock	<u>x</u>	Riley Hill
<u>E</u> Ken Hart	<u>x</u>	Dan Cummings - Conference call
<u>x</u> Ron Cornmesser		

January 13, 2015

<u>x</u> Scott Wilson	<u>-</u> Mike Miller
<u>x</u> Bernie Babcock	<u>x</u> Riley Hill
<u>-</u> Ken Hart	<u>x</u> Dan Cummings
<u>x</u> Ron Cornmesser	

December 9, 2014

<u>x</u> Scott Wilson	<u>-</u> Mike Miller
<u>x</u> Bernie Babcock	<u>x</u> Riley Hill
<u>E</u> Ken Hart	<u>x</u> Dan Cummings
<u>x</u> Ron Cornmesser	

November 20, 2014

<u>E</u> Scott Wilson	<u>x</u> Mike Miller
<u>x</u> Bernie Babcock	<u>x</u> Riley Hill
<u>x</u> Ken Hart	<u>x</u> Dan Cummings
<u>x</u> Ron Cornmesser	

October 16, 2014 * CANCELLED - No Quorum

<u>x</u> Scott Wilson	<u>-</u> Mike Miller
<u>x</u> Bernie Babcock	<u>-</u> Riley Hill
<u>-</u> Ken Hart	<u>x</u> Dan Cummings
<u>-</u> Ron Cornmesser	
