

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



**STUDY SESSION AGENDA
CITY COUNCIL – CITY OF ONTARIO OREGON
THURSDAY, SEPTEMBER 6, 2018, 12:00 PM, MT**

Pursuant to the Public Meetings Laws and Rules within the Oregon Revised Statutes, the City Council has the authority, ability, and standing to take action on any items on the Agenda, or add items to the Agenda, during the Study Session or Regular Meeting, as long as all public meeting notice requirements have been met.

1) CALL TO ORDER

Roll Call: Betty Carter _____ Marty Justus _____ Ramon Palomo _____ Dan Capron _____
Thomas Jost _____ Norm Crume _____ Mayor Ron Verini _____

2) PLEDGE OF ALLEGIANCE

This Agenda was posted on September 4, 2018. Copies of the Agenda are available from the City Hall Customer Service Counter and on the city's website at www.ontariooregon.org.

3) MOTION TO ADOPT THE AGENDA

4) PUBLIC COMMENTS Citizens may address the Council; however, Council may not be able to provide an immediate answer or response. Our of respect to the Council and others in attendance, please limit your comment to three (3) minutes. Please state your name and city of residence for the record.

5) SPECIAL ACTION

- A) Swearing In Interim City Councilor Thomas Jost, Jr.
- B) Proclamation: Home Inventory Week September 16-22, 2018

6) OLD BUSINESS

- A) Donation Acceptance at Ontario Splash Pad
- B) Marijuana Issues Update

7) NEW BUSINESS

- A) Appointment to Diversity Advisory Committee: Angela Machuca
- B) Public Works Contract with JACOBS
- C) Bid Award: Snow Removal Equipment Purchase for Ontario Municipal Airport

8) DEPARTMENT HEAD UPDATES

- A) Monthly Report: Finance Department
- B) Quarterly Report - Recreation Department

9) HAND-OUTS/DISCUSSION ITEMS

- A) Monthly Stats:
 - Fire Department August 2018
 - Police Department
 - Code Enforcement
 - Public Works
- B) Agenda:
 - SREDA 09-05-2018

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

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

- C) Minutes:
 - County Court 08-01-2018
 - County Court 08-08-2018
 - County Court 08-15-2018
 - PW Committee 05-08-2018
 - SREDA 08-08-2018

10) CORRESPONDENCE, COMMENTS AND EX-OFFICIO REPORTS

11) EXECUTIVE SESSION

- A) ORS 192.660(2)(h)

12) ADJOURN



**AGENDA REPORT
SPECIAL ACTION
September 6, 2018**

To: Mayor and City Council

FROM: Tori Barnett, City Recorder

THROUGH: Adam J. Brown, City Manager

SUBJECT: **SWEARING IN INTERIM CITY COUNCILOR THOMAS JOST, JR.**

DATE: August 31, 2018

PROPOSED MOTION:

NO MOTION ON THIS ACTION.

SUMMARY:

Due to the resignation of Tessa Winebarger, the Council directed staff to post for a citizen from the community who would like to be appointed as an Interim Councilor, fulfilling the remaining term left by Ms. Winebarger's departure.

Four letters of interest were received, and from those letters, the Council moved to appoint Thomas Jost, Jr. as the Interim City Councilor.

BACKGROUND:

Montessa Winebarger was elected to serve on the Council until December 31, 2018. Following acceptance into nursing school, it became necessary to resign from her Council position four months prior to completion.

Council directed staff to solicit letters of interest from the community, seeking out individuals who would like to complete Ms. Winebarger's term on an Interim basis. Four letters were received from within the community: Thomas Jost, Jr., Freddy Rodriguez, Richard Newman, and Zoila Mason. The Council was provided copies of each individual's submission letter.

At the August, 9, 2018, Council meeting, the Council moved to appoint Thomas Jost, Jr. to complete the term, expiring December 31, 2018.

CURRENT SITUATION:

Mr. Jost needs to be sworn into office, so he can take his seat as the Interim City Councilor, effective September 6, 2018 through December 31, 2018.

ANALYSIS:

- A. **FINANCIAL** None.
- B. **TIMING** As Ms. Winebarger has departed, it is necessary to appoint her replacement as soon as possible to keep the Council whole.
- C. **POLICY/LEGAL** None.

ALTERNATIVES:

None.

RECOMMENDATION:

None.

ATTACHMENTS:

1. Oath of Office - Thomas A. Jost, Jr. Interim Councilor 09-01-2018

CITY OF ONTARIO

Oath of Office

STATE OF OREGON)
County of Malheur) ss.
City of Ontario)

I, **Thomas A. Jost, Jr.**, hereby swear on my oath to honestly, faithfully, and impartially discharge the duties of **Interim City Councilor** of the City of Ontario, and that I will honor, respect, and support the laws and the Constitution of the State of Oregon, the United States of America, and the Charter and Ordinances of the City of Ontario. I pledge to promote the best interest of the City of Ontario through fiscal responsibility, integrity, and loyalty, never allowing personal feelings to deter me from my responsibilities of City Councilor. I recognize this position as a symbol of public faith and trust, and accept this self-imposed obligation as my responsibility and take this oath freely and upon my honor.

Signed: _____

Sworn to before me this 6th day of September, 2018.



Tori Barnett, MMC, City Recorder

**CITY OF ONTARIO
MAYORAL PROCLAMATION**

WHEREAS, Each September is recognized as National Preparedness Month; and

WHEREAS, Oregonians have witnessed and experienced natural disasters in our own community; and

WHEREAS, Every community member can take active steps to protect their families and neighbors from natural and manmade disasters; and

WHEREAS, Every family and business in Ontario is encouraged to take active steps to be financially secure after a disaster; and

WHEREAS, Every community member is encouraged to make sure they are properly insured against fire, flood, earthquakes, and storms; and

WHEREAS, Every community member is encouraged to create a home inventory to include as part of their disaster preparedness kit.

NOW, THEREFORE, BE IT RESOLVED that I, Ron Verini, Mayor of Ontario, Oregon, do hereby proclaim the week of September 16-22, 2018, as

HOME INVENTORY WEEK

in Ontario, Oregon, and join cities across Oregon to encourage everyone to build a home inventory of their personal property, and speak with an insurance agent to make sure they are financially prepared for a disaster.

Ronald Verini, Mayor



PLANNING COMMISSION AGENDA REPORT

Monday, October 8, 2018

I. GENERAL INFORMATION:

TO: Planning Commission

FROM: Dan K. Cummings, Planning and Zoning Administrator

SUBJECT: **ACTION 2018-08-15 ZCA:** A request by the City of Ontario to amend the city zoning and development code, Title 10A Ontario Municipal Code to establish appropriate standards and locations for the establishment of marijuana operations and activities.

APPLICANT: City of Ontario

II. SUMMARY & BACKGROUND

The State of Oregon by legislative enactment has established a process for the licensing and registration of certain marijuana facilities and dispensaries. Currently, the city zoning regulations do not address or allow these uses. The City Council has directed the drafting of appropriate regulations and standards governing the time, manner and place where marijuana facilities and dispensaries may be allowed within the Ontario city limits.

As proposed, the amendments would:

- Amend Title 10A repealing Title 10A-58 entitled “Medical Marijuana Facilities” and adding a new Title 10A-59 entitled “Marijuana Related Operations and Activities” and providing general and specific conditions for the establishment of these uses under a conditional use permit.
- Amend Chapter 10A-03 by adding a new sections 10A-03-134.1 through 10A-03-134.11 providing definitions for marijuana operations and activities.
- Amend Title 10A by prohibiting marijuana operation and activities in all zone districts unless explicitly designated as a conditional use in specific zone districts.
- Amend the following Chapters 10A-27-10, 10A-29-10, 10A-31-10, 10A-33-10, 10A-39-10, 10A-41-10 and 10A-52-205 to designate certain marijuana operations and activities as conditional use in the C-1 (Neighborhood Commercial), C-2 (General Commercial), C-2-H (Heavy General Commercial), C-3(Central Commercial), I-1 (Light Industrial), I-2 (Heavy Industrial) and UGA-E-2 (Urban Growth Area Employment 2 - upon annexation) zone districts.
- Amend Chapter 10A-57-137 sign advertising.

Refer to Exhibit A. the draft ordinance for the text of the specific amendments.

- The Ontario City Council established a Marijuana Ad Hoc Committee to review the effects and impacts to the City of Ontario due to the legalization of Marijuana in the State of Oregon. When a local initiative and referendum to remove the Ban that the City of Ontario placed on the operations and activities of marijuana, the Council asked the committee for recommendation on regulations and standards governing the time, manner and place of marijuana operations and activities with the City Limits.
- The committee comprising of 5 members who are Pro marijuana and two members who are anti-marijuana met in several public meetings and formulated their recommendation summarized in the white paper attached as Exhibit “B” and those recommendation for buffer setback are shown in Exhibit “A” in **Blue** (also shown Third). It is noted some of the recommendations are not addressed in these planning codes and will be addressed in the Business licensing codes when and if the Ban is lifted.
- The existing buffer setbacks established under Title 10A-58 are shown in **Purple**. (also shown First).
- The Staff recommended buffer setbacks are shown in **Red** (also shown First or Second depending on if an existing setback existed).
- All other buffers shown in black are being recommended by both the Ad Hoc Committee and City Staff and established under Chapter 10A-58 previously.

III. PREVIOUS PLANNING COMMISSION ACTION

On Monday April 13, 2015 the Commission acted on planning action 2015-03-06 ZCA on the creation of Chapter 10A-58 entitled “Medical Marijuana Facilities”.

IV. FINDINGS OF FACT

1. The Oregon Legislature enacted House Bill 3460 in 2013 (ORS 475.314) which requires the Oregon Health Authority to develop and implement a process to register medical marijuana facilities.
2. Under Oregon law, local governments may regulate the operation and location of certain types of businesses within their jurisdiction except when such action is specifically preempted by state law.
3. The City of Ontario substantive zoning regulations and administrative requirements are contained Titles 10A, 10B and 10C of the Ontario City Code.
4. Amendments to Title 10A has been initiated by the City Council in accord with Section 10B-15, Ontario City Code.
5. Amendments actions are first referred to the Ontario Planning Commission for a public hearing and recommendation to the City Council.
6. The appropriate legal notice has been provided for this hearing.

Conclusion:

The city, from time to time, may amend its zoning regulations in response to emerging technologies or business concepts or changes in state law. The proposed amendments to Title 10A, Ontario City Code are in response to changes in state law are intended to provide reasonable regulations for the operation of marijuana operations and activities in certain zones under a conditional use permit.

V. RECOMMENDATION

Staff recommends that the City of Ontario Planning Commission recommend to the City Council, the adoption of the proposed amendments attached as Exhibit A, based on the Findings of Fact and establishing of the recommended buffer distances as recommended by City Staff.

VI. SUGGESTED MOTIONS FOR APPROVAL

A. Planning Commission Action (refer to Exhibit “A” for sections):

- 1) I move that the Planning Commission recommend under Section 9, 10A-59-15 (A) (5) _____ feet buffer from another marijuana recreational facility. ~~(350)~~(1000)
- 2) I move that the Planning Commission recommend under Section 9, 10A-59-15 (A) (6) _____ feet buffer from all residential zones as noted in the Text of Exhibit “A”. ~~(350)~~(500).
- 3) I move the Planning Commission recommend under Section 9, 10A-59-15(B)(3) and 10A-59-25(B)(3) the parking requirement of Option _____.
 - a) ~~10A-57-75 (4) one space for each employee and one for each 300 square feet as per text in Exhibit “A”.~~
 - b) ~~10-57-75(6) one space for every 300 square feet of gross space.~~
 - c) Other (state):
- 4) I move that the Planning Commission recommend under Section 9, 10A-59-25 (A) (5) _____ feet buffer from another marijuana recreational facility. ~~(350)~~(1000)
- 5) I move that the Planning Commission recommend under Section 9, 10A-59-25 (A) (6) _____ feet buffer from all residential zones as noted in the Text of Exhibit “A”. ~~(200)~~(200)(500).
- 6) State any other motions:
- 7) I move that the Planning Commission accept the above Findings of Fact and motions and recommend to the City Council, the approval and adoption of the proposed amendments to the Ontario Zoning Ordinance establishing the location and standards for the establishment of medical marijuana dispensaries within the City of Ontario.

VII. Exhibits

Exhibit “A” Draft Zoning Amendments

Exhibit “B” Ad Hoc Committee white paper.

Exhibit “C” Map showing proposed buffers with 200 feet residential buffer existing.

Exhibit “D” Map showing proposed buffers with a 500 feet residential buffer by Ad Hoc.

Exhibit “E” Map showing proposed buffers at 200 in certain areas and 350 in other areas
by Staff.

ORDINANCE NO. 2748-2018

**AN ORDINANCE AMENDING TITLE 10A ("THE ZONING TITLE") OF
THE ONTARIO CITY CODE TO ALLOW CERTAIN MARIJUANA RELATED OPERATIONS AND ACTIVITIES IN
CERTAIN ZONES UNDER A CONDITIONAL USE PERMIT
AND TO PROHIBIT THEM IN ALL OTHER ZONES NOT SPECIFICALLY NOTED AS BEING ALLOWED AS A
CONDITIONAL USE.**

- WHEREAS,** State law authorizes the operation of medical and recreational marijuana businesses and provides those businesses with immunity from state criminal prosecution; and
- WHEREAS,** Although the State of Oregon has passed legislation authorizing marijuana businesses and providing criminal immunity under state law, the operation of those businesses remains illegal under federal law; and
- WHEREAS,** Under Oregon law, local governments may regulate the operation and location of certain types of businesses within their jurisdiction except when such action is specifically preempted by state law; and
- WHEREAS,** The City Council has home rule authority to decide whether, and under what conditions, certain commercial conduct should be regulated within the city and subject to the general and police powers of the city, except when local action has been clearly and unambiguously preempted by state statute; and
- WHEREAS,** Whether a certain business should operate within a local jurisdiction is a local government decision, and local governments may enforce that decision through the general and police powers of that jurisdiction; and
- WHEREAS,** The city's licensing and regulatory system should not be construed to constitute an authorization to engage in any activity prohibited by law nor a waiver of any other license or regulatory requirement imposed by any other provisions of city ordinance or local, regional, state or federal law; and
- WHEREAS,** The city council wants to regulate the operation of marijuana businesses in the city in ways that protect and benefit the public health, safety and welfare of existing and future residents and businesses in the city; and
- WHEREAS,** The ordinance is intended to impose restrictions, not provide authorizations; and
- WHEREAS,** Upon approval of city voters, the city shall impose a local sales tax of 3% on the sales of recreational marijuana by marijuana retailers in order to recover its costs incurred in connection with the city's recreational marijuana licensing program; and
- WHEREAS,** The operation of a marijuana business without proper authority from either the Oregon Liquor Control Commission or the Oregon Liquor Control Commission (OREGON LIQUOR CONTROL COMMISSION) is prohibited within the city; and
- WHEREAS,** The City's zoning regulatory system should not be construed to constitute an authorization to engage in any activity prohibited by law nor a waiver of any other license or regulatory requirement imposed by any other provisions of City ordinance or local, regional, state or federal law; and
- WHEREAS,** The City of Ontario substantive zoning regulations and administrative requirements are

contained in Titles 10A and 10B of the Ontario City Code; and

WHEREAS, Amendments to Title 10A have been initiated by the City Council in accord with Section 10B-15, Ontario City Code; and

WHEREAS, Amendment actions are first referred to the Ontario Planning Commission for a public hearing and recommendation to the City Council; and

WHEREAS, A public hearing was held before the Planning Commission on **October 8, 2018**, and before the City Council on **October 16, 2018**; and

WHEREAS, The appropriate legal notices were provided to the Oregon Department of Land Conservation and Development and to the public in accordance with Oregon law and the Ontario City Code prior to the public hearings; and

WHEREAS, Having duly considered the information provided at the public hearings and the recommendations of the Planning Commission, the City Council finds that it is in the public interest to enact reasonable restrictions on the time, place and manner of operation of medical marijuana facilities through amendments and additions to Title 10A ("the Zoning Title") of the Ontario City Code; and

WHEREAS, Notwithstanding the passage of this ordinance with an effective date 30 days after passage, the City Council intends that Ordinance 2704-2015, which became effective on August 30, 2015, effectively prohibits marijuana operations and activities from commencing business operations until the ban is lifted by the City Council or by a vote of the Citizens of Ontario; and

WHEREAS, An Initiative is on the ballot for the November 6, 2018, general election in which the voters shall approve or disapprove a proposed Ontario City Code amendment overturning the ban imposed by Ordinance 2704-2015 and imposing a 3% tax on retail marijuana sales; and

WHEREAS, If a majority of Ontario voters in the November 6, 2018, election disapprove the initiative, the ban imposed by Ordinance 2704-2015 shall remain in effect and this Ordinance 2748-2018 shall not authorize any activities that are subject to the ban; and

WHEREAS, If a majority of Ontario voters in the November 6, 2018, election approve the initiative, it shall become effective on January 1, 2019; and

WHEREAS, It is the intention of the Ontario City Council that if the Initiative is approved by the voters, and if any of the provisions of this Ordinance 2748-2018 conflict with the provisions of the Initiative, Ordinance 2748-2018 shall become effective immediately after the Initiative goes into effect, and Ordinance 2748-2018 shall replace and supersede any provisions of the Initiative in which there is a conflict.

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

Section 1. Ontario City Code Sections 10A-03-134.1 through 10A-03-134.11 are hereby added to Chapter 10A-03 ("Definitions") of Title 10A of the Ontario City Code:

10A-03-134.1 MARIJUANA

Marijuana means all parts of the plant Cannabis family Cannabaceae and the seeds of the plant Cannabis family Cannabaceae s, whether growing or not; the resin extracted from any part of the plant; and every compound, manufacture, salt, derivative, mixture or preparation of the plant or its resin. It does not include the mature stalks of the plant, fiber produced from the stalks, oil or cake made from the seeds of the plant, any other compound, manufacture, salt, derivative, mixture or preparation of the mature stalks (except the resin extracted

therefrom), fiber, oil or cake, or the sterilized seed of the plant which is incapable of germination. "Marijuana" does not include industrial hemp, as defined in ORS 571.300.

10A-03-134.1.1 MARIJUANA BUSINESS

Marijuana Business means an establishment operated by any person or entity who is or will be appropriately licensed by the Oregon Health Authority or the Oregon Liquor Control Commission which sells, produces, cultivates, grows, wholesales, processes, researches, develops or tests medical marijuana or recreational adult use marijuana within the City of Ontario.

10A-03-134.1.2 MARIJUANA GROW SITES

Marijuana Grow Sites means a specific location registered by the Oregon Health Authority and used by the grower to produce marijuana for medical use by a specific patient. Medical grow sites are regulated by State law as follows: 12 mature plants are allowed per grow site in residential zones; 48 mature plants per grow site in all other zones. If all grows at the site had registered with the State of Oregon by January 2, 2015, the grow site is limited to the number of plants at the grow site as of December 31, 2015, not to exceed 24 mature plants per grow site in residential zones and 96 mature plants per grow site in other zones.

10A-03-134.1.3 MARIJUANA ITEMS

Marijuana items means marijuana, cannabinoid products, cannabinoid concentrates and cannabinoid extracts.

10A-03-134.1.4 MARIJUANA PROCESSING SITE

Marijuana processing site means a property/site registered with the Oregon Health Authority to process marijuana for the preparing, compounding or conversion of marijuana into cannabinoid products, cannabinoid concentrates, and cannabinoid extracts for medical or recreational purposes.

10A-03-134.1.5 MARIJUANA PROCESSOR FLAMMABLE

Marijuana processor means an entity licensed by the Oregon Liquor Commission to process marijuana using a process that uses a flammable gas or substance.

10A-03-134.1.6 MARIJUANA PROCESSOR NON-FLAMMABLE

Marijuana processor means an entity licensed by the Oregon Liquor Commission to process marijuana using a process that uses a non-flammable substance, such as but not limited to CO2.

10A-03-134.1.7 MARIJUANA PRODUCER

Marijuana producer means an entity licensed by the Oregon Liquor Commission to manufacture, plant, cultivate, grow or harvest marijuana.

10A-03-134.1.8 MARIJUANA RECREATIONAL FACILITY

A facility designed, intended or used for purposes of delivering, dispensing, or transferring marijuana to a consumer or wholesaler in this state. The facility includes all premises, buildings, curtilage or other structures used to accomplish the storage, distribution and dissemination of marijuana.

10A-03-134.1.9 MARIJUANA RETAILER

Marijuana retailer means an entity licensed by the Oregon Liquor Commission to sell marijuana items to a legal consumer in this State.

10A-03-134.1.10 MARIJUANA TESTING LABORATORY

Marijuana testing laboratory means a laboratory that tests marijuana items for producer, processor, wholesaler or retail licensees.

10A-03-134.1.11 MARIJUANA WHOLESALER

Marijuana wholesaler means an entity licensed by the Oregon Liquor Commission to purchase marijuana items in this state for resale to a person other than a consumer.

Section 2. Section 10A-27-10 is hereby amended by adding that portion that is underlined:

10A-27-10 - CONDITIONAL USES.

The following uses are permitted conditionally in the C-1 Zone:

1. Dry-cleaning and laundry establishments which do not exceed 2,000 square feet in floor area and have no more than two delivery vehicles operating from the location
2. Any permitted or permissible non-residential use that operates later than 11:00 p.m. or earlier than 7:00 a.m.;
3. Mortuaries or funeral homes;
4. Nursing home;
5. Residential care facility housing more than eight clients;
6. Utility facilities, other than distribution lines, at specific location necessary for the functioning of that utility;
7. Medical marijuana facility as provided in Chapter 10A-59;
8. Marijuana Recreational Facility as provided in Chapter 10A-59;
9. Marijuana Processor non-flammable as provided in Chapter 10A-59;
10. Marijuana Retailer as provided in Chapter 10A-59; and
11. Marijuana Wholesaler as provided in Chapter 10A-59.

Section 3. Section 10A-29-10 is hereby amended by adding that portion that is underlined:

10A-29-10 - CONDITIONAL USES.

The following uses are permitted conditionally in the C-2 Zone:

1. Utility facilities, other than distribution lines, at a specific location necessary for the functioning of that utility;
2. Fair, rodeo, stadium, race track or similar facility on site of more than three acres;
3. Mini-warehouses or storage buildings;
4. Congregate housing facility;
5. Medical marijuana facility as provided in Chapter 10A-59;
6. Marijuana Recreational Facility as provided in Chapter 10A-59;
7. Marijuana Processor non-flammable as provided in Chapter 10A-59;
8. Marijuana Retailer as provided in Chapter 10A-59; and
9. Marijuana Wholesaler as provided in Chapter 10A-59.

Section 4. Section 10A-31-10 is hereby amended by adding that portion that is underlined and deleting the portion lined out:

10A-31-10 - CONDITIONAL USES.

The following uses ~~and structures common to all zones as listed in Chapter 10A-53 are allowed~~ are permitted conditionally in the C-2-H Zone:

1. Utility facilities, other than distribution lines, necessary for the functioning of that utility;
2. Medical marijuana facility as provided in Chapter 10A-59;
3. Accessory uses and structures common to all zones as listed in Chapter 10A-53;
3. Marijuana Recreational Facility as provided in Chapter 10A-59;
4. Marijuana Processor non-flammable as provided in Chapter 10A-59;
5. Marijuana Retailer as provided in Chapter 10A-59; and
6. Marijuana Wholesaler as provided in Chapter 10A-59.

Section 5. Section 10A-33-10 is hereby amended by adding those portions that are underlined and deleting those portions that are lined out:

10A-33-10 - CONDITIONAL USES.

The following uses are permitted conditionally in the C-3 Zone:

1. Light manufacturing involving noiseless and award fabrication and minimal truck traffic;
2. Utility facilities, other than distribution lines, necessary for the functioning of a utility; ~~and~~
3. Congregate housing facility;
4. Medical marijuana facility as provided in Chapter 10A-59;
5. Marijuana Recreational Facility as provided in Chapter 10A-59;
6. Marijuana Processor non-flammable as provided in Chapter 10A-59;
7. Marijuana Retailer as provided in Chapter 10A-59; and
8. Marijuana Wholesaler as provided in Chapter 10A-59.

Section 6. Section 10A-52-205 is hereby amended by adding that portion that is underlined:

10A-52-205 - CONDITIONAL USES.

The following uses are permitted conditionally in the UGA E-2 Zone:

1. Commercial recreation facilities or RV Park;
2. Schools and college;
3. Churches;
4. Bars, taverns, cocktail lounges;
5. Dry cleaning, laundry;
6. Bed and breakfast;
7. Dwelling, multi-family mixed use [when accessory to a commercial development];
8. Public buildings, facilities and services;
9. Distribution centers;
10. Amusement center;
11. Utility facility necessary for the function of the utility in the area;
12. Any use which is demonstrated to be of similar character and impact to that of the listed principal commercial uses or principal light industrial uses;
13. Medical marijuana facility as provided in Chapter 10A-59;
14. Marijuana Recreational Facility as provided in Chapter 10A-59;
15. Marijuana Processor non-flammable as provided in Chapter 10A-59;
16. Marijuana Retailer as provided in Chapter 10A-59; and
17. Marijuana Wholesaler as provided in Chapter 10A-59.

Section 7. Section 10A-39-10 is hereby amended by adding that portion that is underlined:

10A-39-10 - CONDITIONAL USES, COMMERCIAL.

The conditional commercial uses listed below may be permitted in the I-1 Zone upon application of the standards for all conditional uses and the following additional standards:

The proposed use will primarily serve those who work or do business with industries in the industrial zones; and there is a need for such use to provide service or goods to those who work in or do business with industries in the industrial zones; and the proposed location and size of the proposed commercial use will not substantially interfere with the development of the industrial zones for industrial uses.

1. Automatic or self service care or truck washes.
2. Gasoline service stations.
3. Retail food stores not to exceed 2,000 square feet of gross floor area;
4. Bars, taverns, cocktail lounges, restaurants or combinations thereof not to exceed 3,000 square feet gross floor area.
5. Job printing and duplication.
6. Motel catering to general travelers when located on a developed truck stop;
7. Radio or television towers and related facilities, subject to a structure height variance approval.
8. Outdoor advertising signs providing such sign is compatible with surrounding existing or planned land uses. Such a sign may not be compatible with an industrial park.
9. Medical marijuana facility as provided in Chapter 10A-59.
10. Marijuana Recreational Facility as provided in Chapter 10A-59.
11. Marijuana Processor non-flammable as provided in Chapter 10A-59.
12. Marijuana Retailer as provided in Chapter 10A-59.
13. Marijuana Wholesaler as provided in Chapter 10A-59.

Section 8. Section 10A-41-10 is hereby amended by adding that portion that is underlined:

10A-41-10 - CONDITIONAL USES, COMMERCIAL.

The conditional commercial uses listed below may be permitted in the I-2 Zone upon application of the standards for all conditional uses and the following additional standards:

The proposed use will primarily serve those who work or do business with industries in the industrial zones; and there is a need for such use to provide service or goods to those who work in or do business with industries in the industrial zones; and the proposed location and size of the proposed commercial use will not substantially interfere with the development of the industrial zones for industrial uses.

1. Automatic or self service care or truck washes.
2. Gasoline service stations.
3. Retail food stores not to exceed 2,000 square feet of gross floor area.
4. Bars, taverns, cocktail lounges, restaurants or combinations thereof not to exceed 3,000 square feet gross floor area.
5. Job printing and duplication.
6. Radio or television towers and related facilities, subject to a structure height limitation in the AH, Airport Hazard Overlay Zone.
7. Automobile service establishments as defined herein.
9. Medical marijuana facility as provided in Chapter 10A-59.
10. Marijuana Recreational Facility as provided in Chapter 10A-59.
11. Marijuana Processor flammable as provided in Chapter 10A-59.
12. Marijuana Processor non-flammable as provided in Chapter 10A-59.
13. Marijuana Retailer as provided in Chapter 10A-59.
14. Marijuana Wholesaler as provided in Chapter 10A-59.
15. Marijuana Producer as provided in Chapter 10A-59.

Section 9. Section 10A-57-137 is hereby amended by deleting the portion lined out:

10A-57-137 Advertises activities that are illegal under any State ~~or Federal~~ law applicable at the location of the sign or of the activities.

Section 10. The Chapter 10A-58 of Title 10 entitled “Medical Marijuana Facilities” is hereby repealed in its entirety and replaced with the following Chapter 10A-59 of Title 10A of the Ontario City Code and is entitled “Marijuana Related Operations and Activities”:

CHAPTER 10A-59 MARIJUANA RELATED OPERATIONS AND ACTIVITIES

10A-59-05 MARIJUANA PROCESSING SITES, FLAMMABLE AND NON-FLAMMABLE, MARIJUANA PRODUCER, MEDICAL AND OR RECREATIONAL MARIJUANA FACILITY, MARIJUANA RETAILER AND WHOLESALER AS PROHIBITED USE IN CERTAIN ZONES.

The following uses are prohibited in all zones other than those zones in which they are specifically designated as conditional uses: Marijuana Grow site defined in Section 10A-03-134.1.2, a Marijuana processing sites defined in Section 10A-03-134.1.4, a Marijuana Processor flammable defined in Section 10A-03-134.1.5, a Marijuana Processor non-flammable defined in Section 10A-03-134.1.6, a Marijuana Producer defined in Section 10A-03-134.1.7, a Marijuana Recreational Facility defined in Section 10A-03-134.1.8, a Marijuana Retailer defined in Section 10A-03-134.1.9, a Marijuana Testing Lab defined in Section 10A-03-134.1.10 a Marijuana Wholesaler defined in Section 10A-03-134.1.11, and a Medical Marijuana Facility defined in Section 10A-03-134.5. The zones in which those uses are prohibited include but not limited to the following zones in Title 10A, but not including TRO zones in Chapter 23 that are located in C-2-H zones:

- Chapter 11 (RS-50);
- Chapter 13 (RD-40);
- Chapter 17 (RM-10);
- Chapter 19 (R-MH);
- Chapter 37 (IBP);
- Chapter 45 (AD);
- Chapter 49 (PD);
- Chapter 51 (PF); and
- All urban growth area zones, including the following zones in Chapter 52: UGA I-1, UGA I-2, UGA E-2, UGA E-5, UGA-C and UGA-R.

10A-59-10 MARIJUANA RELATED OPERATIONS AND ACTIVITIES AS CONDITIONAL USE IN C-1, C-2 AND C-3 ZONES

Unless lawfully prohibited by Section 3-23-1 and any amendments thereto imposing a ban on marijuana within the jurisdiction of the City of Ontario, the following uses are conditional uses in the C-1, C-2 and C-3 zones, as provided in Chapters 27, 29 and 33 of Title 10A: Marijuana processing sites defined in Section 10A-03-134.1.1; Marijuana Processors (non-flammable) defined in Section 10A-03-134.1.3; Marijuana Recreational Facilities defined in Section 10A-03-134.1.5; Marijuana Retailers defined in Section 10A-03-134.1.6; Marijuana Wholesalers defined in Section 10A-03-134.1.7; and Medical Marijuana Facilities defined in Section 10A-03-134.5.

10A-59-15 MARIJUANA RELATED OPERATIONS AND ACTIVITIES GENERAL AND SPECIAL CONDITIONS IN THE C-1, C-2 AND C-3 ZONES.

All marijuana operations and activities located in the C-1, C-2, and C-3 zone are subject to Chapter 10B-25 (“Conditional Use Permits”) of Title 10B, and to the conditions generally imposed upon conditional uses in these zones and to the application fee set by most recent fee resolution. The following special conditions shall also apply to all marijuana

operations and activities:

(A) Location Restrictions. Marijuana operations and activities are prohibited in the following locations, with distances measured from the closest points of the respective lot lines:

1. within 1,000 feet of a public or private elementary or secondary school, or a career school attended primarily by minors, including but not limited to:
 - a) All Ontario 8C Schools
 - b) St. Peter's Christian School
 - c) Treasure Valley Christian School
 - d) Four River's Charter School;
2. within 1,000 feet of a non-commercial facility used primarily for the care, education or recreation of minors existing at the time of this ordinance which are:
 - a) Ontario Head Start Center
 - b) Oregon Child Development Coalition (OCDC)
 - c) Malheur County Child Development Center
 - d) Treasure Valley Relief Nursery
 - e) Ontario Boys and Girls Club;
3. within 1,000 feet of a property zoned as PF Public Facility or UGA-PF Public Facility UGA, excepting therefrom the Oregon Department of Transportation lands adjacent to East Idaho Avenue and the City of Ontario Water Treatment Plant lands East of East Lane and the Ontario Public Works Department lands located at 1551 NW 9th Street;
4. within 1,000 feet of another medical marijuana facility;
5. within (350) (1000) feet of another marijuana recreational facility;
6. within (350) (500) feet of residential zones, including those designated in Chapter 11 (RS-50), Chapter 13 (RD-40), Chapter 17 (RM-10), Chapter 19 (R-MH), and Chapter 52 (UGA-R) of Title 10A, but not including TRO zones in Chapter 23 that are located in C-2-H zones;
7. on the same tax lot as a smoking club; or
8. any combination of the above.

(B) Other Restrictions. Marijuana operations and activities are subject to the following additional restrictions:

1. A facility shall be designed so that all transactions occur within the interior of the facility, out of the view of the public. All doorways, windows and other openings shall be located, covered or screened in such a manner to prevent a view into the interior from any exterior public or semipublic area. Walk-through windows, drive-through windows or other outside delivery systems are prohibited.
2. Any and All marijuana operations and activities are considered a change of use and any existing and new structures used for such operations shall be brought up to and or constructed to current building codes and standards, including but not limited to the American Disability Act (ADA), parking standards and providing for public bathrooms for the business customer use including persons waiting to be serviced.

3. All Medical and Recreational Marijuana Retail Facility shall be required to provide parking as per (10A-57-75(4) as follows: One space for each employee, full or part time on the largest shift, plus one space for each 300 square feet of gross floor area) (10A-57-75(6) 300 square feet gross floor area only). Parking for all marijuana operations and activities shall comply with Off-Street Parking and Loading requirements 10A-57-60 through 10A-57-100.

4. The facility must use an air filtration and ventilation system which, to the greatest extent feasible, confines all objectionable odors associated with the facility to the premises. For the purposes of this provision, the standard for judging "objectionable odors" shall be that of an average, reasonable person with ordinary sensibilities after taking into consideration the character of the neighborhood in which the odor is made and the odor is detected.

5. The facility shall be located in a permanent building, not in a trailer, cargo container or motor vehicle. Any manufactured building shall be a commercial grade design and construction certified by the State of Oregon.

6. The exterior of the facility shall have an exterior consistent with other buildings on abutting lots in the neighborhood so as not to cause blight.

7. A facility must install and maintain all security devices required by the Oregon Health Authority.

8. All Medical and Recreational Marijuana Retail Facilities within the C-3 zone shall have a large enough indoor waiting area as to not allow large customer lines outdoors along the public sidewalks and rights of ways or blocking any entrances to other adjacent businesses.

9. Prior to commencing business operations, a facility must have a current business license issued by the City of Ontario under Chapter 22 of Title 3 of the Ontario City Code and the licensed by the Oregon Liquor Control Commission for the type of operation allowed.

10. All Marijuana operations and activities shall be on a Conditional Use application prescribed by the Ontario Planning Director and shall include all the items and attachments noted and required in the application along with all fees required by code and current resolution. The application will be date and time stamped as received by the Planning Department only, to set the order of review. The application will be reviewed by the Planning Director for completeness and compliance to established buffers before it is accepted for consideration. Any incomplete application or one not meeting the established buffers shall be returned to the applicant for corrections and/or additional required information and once returned will be time stamped and dated again. Once the application is accepted as complete by the Planning Director the date accepted as complete shall be the priority dated for establishing the buffer between marijuana retailers if the application is approved and all licensing and development requirements are met.

11. The conditional use permit is governed by 10B-25-40 and the Marijuana Conditional use permit shall have a time limit of 12 months and become void if conditions are not meet, unless an extension is granted for good cause under 10B-25-40(3).

12. The Conditional Use Permit (CUP) must be approved by the Ontario Planning Department before any Land Use Compatibility Statement (LUCS) will be signed by the Ontario Planning Department for any of the Marijuana State Business License or Registration required by the State of Oregon and/or City of

Ontario.

10A-59-20 MARIJUANA RELATED OPERATIONS AND ACTIVITIES AS CONDITIONAL USE IN C-2H, E-2, I-1 AND I-2 ZONES

Unless lawfully prohibited by Section 3-23-1 and any amendments thereto imposing a ban on marijuana within the jurisdiction of the City of Ontario, the following uses are conditional uses in the C-2H, E-2, I-1 and I-2 zones, as provided in Chapters 27, 29 and 33 of Title 10A: Marijuana Businesses defined in Section 10A-03-134.1.1; Marijuana Grow sites defined in Section 10A-03-134.1.2; Marijuana processing sites defined in Section 10A-03-134.1.4; Marijuana Processors (flammable) defined in Section 10A-03-134.1.5; Marijuana Processors (non-flammable) defined in Section 10A-03-134.1.6; a Marijuana Producer defined in Section 10A-03-134.1.7; Marijuana Recreational Facilities defined in Section 10A-03-134.1.8; Marijuana Retailers defined in Section 10A-03-134.1.9; Marijuana Testing Labs defined in Section 10A-03-134.1.10; Marijuana Wholesalers defined in Section 10A-03-134.1.11; and Medical Marijuana Facilities defined in Section 10A-03-134.5.

10A-59-25 MARIJUANA RELATED OPERATIONS AND ACTIVITIES GENERAL AND SPECIAL CONDITIONS IN THE C-2H, E-2, I-1 AND I-2 ZONES.

All marijuana operations and activities located in the C-2H, E-2, I-1, and I-2 zone are subject to Chapter 10B-25 ("Conditional Use Permits") of Title 10B, and to the conditions generally imposed upon conditional uses in these zones and to the application fee set by most recent fee resolution. The following special conditions shall also apply to all marijuana operations and activities:

(A) Location Restrictions. A marijuana operations and activities are prohibited in the following locations, with distances measured from the closest points of the respective lot lines:

1. within 1,000 feet of a public or private elementary or secondary school, or a career school attended primarily by minors, including but not limited to:
 - a) All Ontario 8C Schools
 - b) St. Peter's Christian School
 - c) Treasure Valley Christian School
 - d) Four River's Charter School;
2. within 1,000 feet of a non-commercial facility used primarily for the care, education or recreation of minors existing at the time of this ordinance which are:
 - a) Ontario Head Start Center
 - b) Oregon Child Development Coalition (OCDC)
 - c) Malheur County Child Development Center
 - d) Treasure Valley Relief Nursery
 - e) Ontario Boys and Girls Club;
3. within 1,000 feet of a property zoned as PF Public Facility or UGA-PF Public Facility UGA, excepting therefrom the Oregon Department of Transportation lands adjacent to East Idaho Avenue and the City of Ontario Water Treatment Plant lands East of East Lane and the Ontario Public Works Department lands located at 1551 NW 9th Street;
4. within 1,000 feet of another medical marijuana facility;
5. within (350) (1000) feet of another marijuana recreational facility;
6. within (200) (200) (500) feet of residential zones, including those

designated in Chapter 11 (RS-50), Chapter 13 (RD-40), Chapter 17 (RM-10), Chapter 19 (R-MH), and Chapter 52 (UGA-R) of Title 10A, but not including TRO zones in Chapter 23 that are located in C-2-H zones;

7. on the same tax lot as a smoking club; or
8. any combination of the above.

(B) Other Restrictions. A marijuana operations and activities are subject to the following additional restrictions:

1. A facility shall be designed so that all transactions occur within the interior of the facility, out of the view of the public. All doorways, windows and other openings shall be located, covered or screened in such a manner to prevent a view into the interior from any exterior public or semipublic area. Walk-through windows, drive-through windows or other outside delivery systems are prohibited.
2. Any and All marijuana operations and activities are considered a change of use and any existing and new structures used for such operations shall be brought up to and or constructed to current building codes and standards, including but not limited to the American Disability Act (ADA), parking standards and providing for public bathrooms for the business customer use including persons waiting to be serviced.
3. All Medical and Recreational Marijuana Retail Facility shall be required to provide parking as per (10A-57-75(4) as follows: One space for each employee, full or part time on the largest shift, plus one space for each 300 square feet of gross floor area) (10A-57-75(6) 300 square feet gross floor area only). Parking for all marijuana operations and activities shall comply with Off-Street Parking and Loading requirements 10A-57-60 through 10A-57-100.
4. The facility must use an air filtration and ventilation system which, to the greatest extent feasible, confines all objectionable odors associated with the facility to the premises. For the purposes of this provision, the standard for judging "objectionable odors" shall be that of an average, reasonable person with ordinary sensibilities after taking into consideration the character of the neighborhood in which the odor is made and the odor is detected.
5. The facility shall be located in a permanent building, not in a trailer, cargo container or motor vehicle. Any manufactured building shall be a commercial grade design and construction certified by the State of Oregon.
6. The exterior of the facility shall have an exterior consistent with other buildings on abutting lots in the neighborhood so as not to cause blight.
7. A facility must install and maintain all security devices required by the Oregon Health Authority.
8. All outdoor grows authorized in the I-2 zone shall be secured by a sight restricting security fence (as in a cyclone fence with slates) and follow all other State of Oregon security requirements for outdoor grows.
9. Prior to commencing business operations, a facility must have a current business license issued by the City of Ontario under Chapter 22 of Title 3 of the Ontario City Code and the licensed by the Oregon Liquor Control Commission for the type of operation allowed.

10. All Marijuana operations and activities shall be on a Conditional Use application prescribed by the Ontario Planning Director and shall include all the items and attachments noted and required in the application along with all fees required by code and current resolution. The application will be date and time stamped as received by the Planning Department only, to set the order of review. The application will be reviewed by the Planning Director for completeness and compliance to established buffers before it is accepted for consideration. Any incomplete application or one not meeting the established buffers shall be returned to the applicant for corrections and/or additional required information and once returned will be time stamped and dated again. Once the application is accepted as complete by the Planning Director the date accepted as complete shall be the priority dated for establishing the buffer between marijuana retailers if the application is approved and all licensing and development requirements are met.

11. The conditional use permit is governed by 10B-25-40 and the Marijuana Conditional use permit shall have a time limit of 12 months and become void if conditions are not meet, unless an extension is granted for good cause under 10B-25-40(3).

12. The Conditional Use Permit (CUP) must be approved by the Ontario Planning Department before any Land Use Compatibility Statement (LUCS) will be signed by the Ontario Planning Department for any of the Marijuana State Business License or Registration required by the State of Oregon and/or City of Ontario.

Section 11. Severability. The sections, subsections, paragraphs, and clauses of this Ordinance are severable. The invalidity of one section, subsection, paragraph, or clause does not affect the validity of the remaining sections, subsections, paragraphs, and clauses.

Section 12. This ordinance shall become effective 30 days after passage or upon the effective date of any ballot measure or ordinance that has the effect of repealing Section 3-23-1, whichever is later.

PASSED AND ADOPTED by the Common Council of the City of Ontario this ____ day of _____, 2018, by the following vote:

AYES:
NAYS:
ABSENT:

APPROVED by the Mayor this ____ day of _____, 2018.

ATTEST:

Ronald Verini, Mayor

Tori Barnett, MMC, City Recorder

Exhibit A
Draft Zoning Amendments

NOTES: Buffer distance recommendations are color coded as follows: (Existing Code is in Purple), (Staff recommendation is in Red), and (Marijuana Ad Hoc Committee in in Blue).

Section 1. Ontario City Code Sections 10A-03-134.1 through 10A-03-134.11 are hereby added to Chapter 10A-03 ("Definitions") of Title 10A of the Ontario City Code:

10A-03-134.1 MARIJUANA

Marijuana means all parts of the plant Cannabis family Cannabaceae and the seeds of the plant Cannabis family Cannabaceae s, whether growing or not; the resin extracted from any part of the plant; and every compound, manufacture, salt, derivative, mixture or preparation of the plant or its resin. It does not include the mature stalks of the plant, fiber produced from the stalks, oil or cake made from the seeds of the plant, any other compound, manufacture, salt, derivative, mixture or preparation of the mature stalks (except the resin extracted therefrom), fiber, oil or cake, or the sterilized seed of the plant which is incapable of germination. "Marijuana" does not include industrial hemp, as defined in ORS 571.300.

10A-03-134.1.1 MARIJUANA BUSINESS

Marijuana Business means an establishment operated by any person or entity who is or will be appropriately licensed by the Oregon Health Authority or the Oregon Liquor Control Commission which sells, produces, cultivates, grows, wholesales, processes, researches, develops or tests medical marijuana or recreational adult use marijuana within the City of Ontario.

10A-03-134.1.2 MARIJUANA GROW SITES

Marijuana Grow Sites means a specific location registered by the Oregon Health Authority and used by the grower to produce marijuana for medical use by a specific patient. Medical grow sites are regulated by State law as follows: 12 mature plants are allowed per grow site in residential zones; 48 mature plants per grow site in all other zones. If all grows at the site had registered with the State of Oregon by January 2, 2015, the grow site is limited to the number of plants at the grow site as of December 31, 2015, not to exceed 24 mature plants per grow site in residential zones and 96 mature plants per grow site in other zones.

10A-03-134.1.3 MARIJUANA ITEMS

Marijuana items means marijuana, cannabinoid products, cannabinoid concentrates and cannabinoid extracts.

10A-03-134.1.4 MARIJUANA PROCESSING SITE

Marijuana processing site means a property/site registered with the Oregon Health Authority to process marijuana for the preparing, compounding or conversion of marijuana into cannabinoid products, cannabinoid concentrates, and cannabinoid extracts for medical or recreational purposes.

10A-03-134.1.5 MARIJUANA PROCESSOR FLAMMABLE

Marijuana processor means an entity licensed by the Oregon Liquor Commission to process marijuana using a process that uses a flammable gas or substance.

10A-03-134.1.6 MARIJUANA PROCESSOR NON-FLAMMABLE

Marijuana processor means an entity licensed by the Oregon Liquor Commission to process marijuana using a process that uses a non-flammable substance, such as but not limited to CO2.

10A-03-134.1.7 MARIJUANA PRODUCER

Marijuana producer means an entity licensed by the Oregon Liquor Commission to manufacture, plant, cultivate, grow or harvest marijuana.

10A-03-134.1.8 MARIJUANA RECREATIONAL FACILITY

A facility designed, intended or used for purposes of delivering, dispensing, or transferring marijuana to a consumer or wholesaler in this state. The facility includes all premises, buildings, curtilage or other structures used to accomplish the storage, distribution and dissemination of marijuana.

10A-03-134.1.9 MARIJUANA RETAILER

Marijuana retailer means an entity licensed by the Oregon Liquor Commission to sell marijuana items to a legal consumer in this State.

10A-03-134.1.10 MARIJUANA TESTING LABORATORY

Marijuana testing laboratory means a laboratory that tests marijuana items for producer, processor, wholesaler or retail licensees.

10A-03-134.1.11 MARIJUANA WHOLESALER

Marijuana wholesaler means an entity licensed by the Oregon Liquor Commission to purchase marijuana items in this state for resale to a person other than a consumer.

Section 2. Section 10A-27-10 is hereby amended by adding that portion that is underlined:

10A-27-10 - CONDITIONAL USES.

The following uses are permitted conditionally in the C-1 Zone:

1. Dry-cleaning and laundry establishments which do not exceed 2,000 square feet in floor area and have no more than two delivery vehicles operating from the location
2. Any permitted or permissible non-residential use that operates later than 11:00 p.m. or earlier than 7:00 a.m.;
3. Mortuaries or funeral homes;
4. Nursing home;
5. Residential care facility housing more than eight clients;
6. Utility facilities, other than distribution lines, at specific location necessary for the functioning of that utility;
7. Medical marijuana facility as provided in Chapter 10A-59;
8. Marijuana Recreational Facility as provided in Chapter 10A-59;
9. Marijuana Processor non-flammable as provided in Chapter 10A-59;
10. Marijuana Retailer as provided in Chapter 10A-59; and

11. Marijuana Wholesaler as provided in Chapter 10A-59.

Section 3. Section 10A-29-10 is hereby amended by adding that portion that is underlined:

10A-29-10 - CONDITIONAL USES.

The following uses are permitted conditionally in the C-2 Zone:

1. Utility facilities, other than distribution lines, at a specific location necessary for the functioning of that utility;
2. Fair, rodeo, stadium, race track or similar facility on site of more than three acres;
3. Mini-warehouses or storage buildings;
4. Congregate housing facility;
5. Medical marijuana facility as provided in Chapter 10A-59;
6. Marijuana Recreational Facility as provided in Chapter 10A-59;
7. Marijuana Processor non-flammable as provided in Chapter 10A-59;
8. Marijuana Retailer as provided in Chapter 10A-59; and
9. Marijuana Wholesaler as provided in Chapter 10A-59.

Section 4. Section 10A-31-10 is hereby amended by adding that portion that is underlined and deleting the portion lined out:

10A-31-10 - CONDITIONAL USES.

The following uses ~~and structures common to all zones as listed in Chapter 10A-53~~ are allowed are permitted conditionally in the C-2-H Zone:

1. Utility facilities, other than distribution lines, necessary for the functioning of that utility;
2. Medical marijuana facility as provided in Chapter 10A-59;
3. Accessory uses and structures common to all zones as listed in Chapter 10A-53;
3. Marijuana Recreational Facility as provided in Chapter 10A-59;
4. Marijuana Processor non-flammable as provided in Chapter 10A-59;
5. Marijuana Retailer as provided in Chapter 10A-59; and
6. Marijuana Wholesaler as provided in Chapter 10A-59.

Section 5. Section 10A-33-10 is hereby amended by adding those portions that are underlined and deleting those portions that are lined out:

10A-33-10 - CONDITIONAL USES.

The following uses are permitted conditionally in the C-3 Zone:

1. Light manufacturing involving noiseless and award fabrication and minimal truck traffic;
2. Utility facilities, other than distribution lines, necessary for the functioning of a utility; ~~and~~
3. Congregate housing facility-;
4. Medical marijuana facility as provided in Chapter 10A-59;
5. Marijuana Recreational Facility as provided in Chapter 10A-59;

6. Marijuana Processor non-flammable as provided in Chapter 10A-59;
7. Marijuana Retailer as provided in Chapter 10A-59; and
8. Marijuana Wholesaler as provided in Chapter 10A-59.

Section 6. Section 10A-52-205 is hereby amended by adding that portion that is underlined:

10A-52-205 - CONDITIONAL USES.

The following uses are permitted conditionally in the UGA E-2 Zone:

1. Commercial recreation facilities or RV Park;
2. Schools and college;
3. Churches;
4. Bars, taverns, cocktail lounges;
5. Dry cleaning, laundry;
6. Bed and breakfast;
7. Dwelling, multi-family mixed use [when accessory to a commercial development];
8. Public buildings, facilities and services;
9. Distribution centers;
10. Amusement center;
11. Utility facility necessary for the function of the utility in the area;
12. Any use which is demonstrated to be of similar character and impact to that of the listed principal commercial uses or principal light industrial uses;
13. Medical marijuana facility as provided in Chapter 10A-59;
14. Marijuana Recreational Facility as provided in Chapter 10A-59;
15. Marijuana Processor non-flammable as provided in Chapter 10A-59;
16. Marijuana Retailer as provided in Chapter 10A-59; and
17. Marijuana Wholesaler as provided in Chapter 10A-59.

Section 7. Section 10A-39-10 is hereby amended by adding that portion that is underlined:

10A-39-10 - CONDITIONAL USES, COMMERCIAL.

The conditional commercial uses listed below may be permitted in the I-1 Zone upon application of the standards for all conditional uses and the following additional standards:

The proposed use will primarily serve those who work or do business with industries in the industrial zones; and there is a need for such use to provide service or goods to those who work in or do business with industries in the industrial zones; and the proposed location and size of the proposed commercial use will not substantially interfere with the development of the industrial zones for industrial uses.

1. Automatic or self service care or truck washes.
2. Gasoline service stations.
3. Retail food stores not to exceed 2,000 square feet of gross floor area;
4. Bars, taverns, cocktail lounges, restaurants or combinations thereof not to exceed 3,000 square feet gross floor area.
5. Job printing and duplication.
6. Motel catering to general travelers when located on a developed truck stop;
7. Radio or television towers and related facilities, subject to a structure height variance approval.
8. Outdoor advertising signs providing such sign is compatible with surrounding existing or planned land uses. Such a sign may not be compatible with an industrial park.

9. Medical marijuana facility as provided in Chapter 10A-59.
10. Marijuana Recreational Facility as provided in Chapter 10A-59.
11. Marijuana Processor non-flammable as provided in Chapter 10A-59.
12. Marijuana Retailer as provided in Chapter 10A-59.
13. Marijuana Wholesaler as provided in Chapter 10A-59.

Section 8. Section 10A-41-10 is hereby amended by adding that portion that is underlined:

10A-41-10 - CONDITIONAL USES, COMMERCIAL.

The conditional commercial uses listed below may be permitted in the I-2 Zone upon application of the standards for all conditional uses and the following additional standards:

The proposed use will primarily serve those who work or do business with industries in the industrial zones; and there is a need for such use to provide service or goods to those who work in or do business with industries in the industrial zones; and the proposed location and size of the proposed commercial use will not substantially interfere with the development of the industrial zones for industrial uses.

1. Automatic or self service care or truck washes.
2. Gasoline service stations.
3. Retail food stores not to exceed 2,000 square feet of gross floor area.
4. Bars, taverns, cocktail lounges, restaurants or combinations thereof not to exceed 3,000 square feet gross floor area.
5. Job printing and duplication.
6. Radio or television towers and related facilities, subject to a structure height limitation in the AH, Airport Hazard Overlay Zone.
7. Automobile service establishments as defined herein.
9. Medical marijuana facility as provided in Chapter 10A-59.
10. Marijuana Recreational Facility as provided in Chapter 10A-59.
11. Marijuana Processor flammable as provided in Chapter 10A-59.
12. Marijuana Processor non-flammable as provided in Chapter 10A-59.
13. Marijuana Retailer as provided in Chapter 10A-59.
14. Marijuana Wholesaler as provided in Chapter 10A-59.
15. Marijuana Producer as provided in Chapter 10A-59.

Section 9. Section 10A-57-137 is hereby amended by deleting the portion lined out:

10A-57-137 Advertises activities that are illegal under any State ~~or Federal~~ law applicable at the location of the sign or of the activities.

Section 10. The Chapter 10A-58 of Title 10 entitled "Medical Marijuana Facilities" is hereby repealed in its entirety and replaced with the following Chapter 10A-59 of Title 10A of the Ontario City Code and is entitled "Marijuana Related Operations and Activities":

CHAPTER 10A-59 MARIJUANA RELATED OPERATIONS AND ACTIVITIES

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The following uses are prohibited in all zones other than those zones in which they are specifically designated as conditional uses: Marijuana Grow site defined in Section 10A-03-134.1.2, a Marijuana processing sites defined in Section 10A-03-134.1.4, a Marijuana Processor flammable defined in Section 10A-03-134.1.5, a Marijuana Processor non-flammable defined in Section 10A-03-134.1.6, a Marijuana Producer defined in Section 10A-03-134.1.7, a Marijuana

Recreational Facility defined in Section 10A-03-134.1.8, a Marijuana Retailer defined in Section 10A-03-134.1.9, a Marijuana Testing Lab defined in Section 10A-03-134.1.10 a Marijuana Wholesaler defined in Section 10A-03-134.1.11, and a Medical Marijuana Facility defined in Section 10A-03-134.5. The zones in which those uses are prohibited include but not limited to the following zones in Title 10A, but not including TRO zones in Chapter 23 that are located in C-2-H zones:

- Chapter 11 (RS-50);
- Chapter 13 (RD-40);
- Chapter 17 (RM-10);
- Chapter 19 (R-MH);
- Chapter 37 (IBP);
- Chapter 45 (AD);
- Chapter 49 (PD);
- Chapter 51 (PF); and
- All urban growth area zones, including the following zones in Chapter 52: UGA I-1, UGA I-2, UGA E-2, UGA E-5, UGA-C and UGA-R.

10A-59-10 MARIJUANA RELATED OPERATIONS AND ACTIVITIES AS CONDITIONAL USE IN C-1, C-2 AND C-3 ZONES

Unless lawfully prohibited by Section 3-23-1 and any amendments thereto imposing a ban on marijuana within the jurisdiction of the City of Ontario, the following uses are conditional uses in the C-1, C-2 and C-3 zones, as provided in Chapters 27, 29 and 33 of Title 10A: Marijuana processing sites defined in Section 10A-03-134.1.1; Marijuana Processors (non-flammable) defined in Section 10A-03-134.1.3; Marijuana Recreational Facilities defined in Section 10A-03-134.1.5; Marijuana Retailers defined in Section 10A-03-134.1.6; Marijuana Wholesalers defined in Section 10A-03-134.1.7; and Medical Marijuana Facilities defined in Section 10A-03-134.5.

10A-59-15 MARIJUANA RELATED OPERATIONS AND ACTIVITIES GENERAL AND SPECIAL CONDITIONS IN THE C-1, C-2 AND C-3 ZONES.

All marijuana operations and activities located in the C-1, C-2, and C-3 zone are subject to Chapter 10B-25 ("Conditional Use Permits") of Title 10B, and to the conditions generally imposed upon conditional uses in these zones and to the application fee set by most recent fee resolution. The following special conditions shall also apply to all marijuana operations and activities:

(A) Location Restrictions. Marijuana operations and activities are prohibited in the following locations, with distances measured from the closest points of the respective lot lines:

1. within 1,000 feet of a public or private elementary or secondary school, or a career school attended primarily by minors, including but not limited to:
 - a) All Ontario 8C Schools
 - b) St. Peter's Christian School
 - c) Treasure Valley Christian School
 - d) Four River's Charter School;
2. within 1,000 feet of a non-commercial facility used primarily for the care, education or recreation of minors existing at the time of this ordinance which are:

- a) Ontario Head Start Center
- b) Oregon Child Development Coalition (OCDC)
- c) Malheur County Child Development Center
- d) Treasure Valley Relief Nursery
- e) Ontario Boys and Girls Club;

3. within 1,000 feet of a property zoned as PF Public Facility or UGA-PF Public Facility UGA, excepting therefrom the Oregon Department of Transportation lands adjacent to East Idaho Avenue and the City of Ontario Water Treatment Plant lands East of East Lane and the Ontario Public Works Department lands located at 1551 NW 9th Street;

4. within 1,000 feet of another medical marijuana facility;

5. within (350) (1000) feet of another marijuana recreational facility;

6. within (350) (500) feet of residential zones, including those designated in Chapter 11 (RS-50), Chapter 13 (RD-40), Chapter 17 (RM-10), Chapter 19 (R-MH), and Chapter 52 (UGA-R) of Title 10A, but not including TRO zones in Chapter 23 that are located in C-2-H zones;

7. on the same tax lot as a smoking club; or

8. any combination of the above.

(B) Other Restrictions. Marijuana operations and activities are subject to the following additional restrictions:

1. A facility shall be designed so that all transactions occur within the interior of the facility, out of the view of the public. All doorways, windows and other openings shall be located, covered or screened in such a manner to prevent a view into the interior from any exterior public or semipublic area. Walk-through windows, drive-through windows or other outside delivery systems are prohibited.

2. Any and All marijuana operations and activities are considered a change of use and any existing and new structures used for such operations shall be brought up to and or constructed to current building codes and standards, including but not limited to the American Disability Act (ADA), parking standards and providing for public bathrooms for the business customer use including persons waiting to be serviced.

3. All Medical and Recreational Marijuana Retail Facility shall be required to provide parking as per (10A-57-75(4) as follows: One space for each employee, full or part time on the largest shift, plus one space for each 300 square feet of gross floor area) (10A-57-75(6) 300 square feet of gross floor area). Parking for all marijuana operations and activities shall comply with Off-Street Parking and Loading requirements 10A-57-60 through 10A-57-100.

4. The facility must use an air filtration and ventilation system which, to the greatest extent feasible, confines all objectionable odors associated with the facility to the premises. For the purposes of this provision, the standard for judging "objectionable odors" shall be that of an average, reasonable person with ordinary sensibilities after taking into consideration the character of the

neighborhood in which the odor is made and the odor is detected.

5. The facility shall be located in a permanent building, not in a trailer, cargo container or motor vehicle. Any manufactured building shall be a commercial grade design and construction certified by the State of Oregon.

6. The exterior of the facility shall have an exterior consistent with other buildings on abutting lots in the neighborhood so as not to cause blight.

7. A facility must install and maintain all security devices required by the Oregon Health Authority.

8. All Medical and Recreational Marijuana Retail Facilities within the C-3 zone shall have a large enough indoor waiting area as to not allow large customer lines outdoors along the public sidewalks and rights of ways or blocking any entrances to other adjacent businesses.

9. Prior to commencing business operations, a facility must have a current business license issued by the City of Ontario under Chapter 22 of Title 3 of the Ontario City Code and the licensed by the Oregon Liquor Control Commission for the type of operation allowed.

10. All Marijuana operations and activities shall be on a Conditional Use application prescribed by the Ontario Planning Director and shall include all the items and attachments noted and required in the application along with all fees required by code and current resolution. The application will be date and time stamped as received by the Planning Department only, to set the order of review. The application will be reviewed by the Planning Director for completeness and compliance to established buffers before it is accepted for consideration. Any incomplete application or one not meeting the established buffers shall be returned to the applicant for corrections and/or additional required information and once returned will be time stamped and dated again. Once the application is accepted as complete by the Planning Director the date accepted as complete shall be the priority dated for establishing the buffer between marijuana retailers if the application is approved and all licensing and development requirements are met.

11. The conditional use permit is governed by 10B-25-40 and the Marijuana Conditional use permit shall have a time limit of 12 months and become void if conditions are not met, unless an extension is granted for good cause under 10B-25-40(3).

12. The Conditional Use Permit (CUP) must be approved by the Ontario Planning Department before any Land Use Compatibility Statement (LUCS) will be signed by the Ontario Planning Department for any of the Marijuana State Business License or Registration required by the State of Oregon and/or City of Ontario.

10A-59-20 MARIJUANA RELATED OPERATIONS AND ACTIVITIES AS CONDITIONAL USE IN C-2H, E-2, I-1 AND I-2 ZONES

Unless lawfully prohibited by Section 3-23-1 and any amendments thereto imposing a ban on marijuana within the jurisdiction of the City of Ontario, the following uses are conditional uses in the C-2H, E-2, I-1 and I-2 zones, as provided in Chapters 27, 29 and 33 of Title 10A: Marijuana Businesses defined in Section 10A-03-134.1.1; Marijuana Grow sites

defined in Section 10A-03-134.1.2; Marijuana processing sites defined in Section 10A-03-134.1.4; Marijuana Processors (flammable) defined in Section 10A-03-134.1.5; Marijuana Processors (non-flammable) defined in Section 10A-03-134.1.6; a Marijuana Producer defined in Section 10A-03-134.1.7; Marijuana Recreational Facilities defined in Section 10A-03-134.1.8; Marijuana Retailers defined in Section 10A-03-134.1.9; Marijuana Testing Labs defined in Section 10A-03-134.1.10; Marijuana Wholesalers defined in Section 10A-03-134.1.11; and Medical Marijuana Facilities defined in Section 10A-03-134.5.

10A-59-25 MARIJUANA RELATED OPERATIONS AND ACTIVITIES GENERAL AND SPECIAL CONDITIONS IN THE C-2H, E-2, I-1 AND I-2 ZONES.

All marijuana operations and activities located in the C-2H, E-2, I-1, and I-2 zone are subject to Chapter 10B-25 ("Conditional Use Permits") of Title 10B, and to the conditions generally imposed upon conditional uses in these zones and to the application fee set by most recent fee resolution. The following special conditions shall also apply to all marijuana operations and activities:

(A) Location Restrictions. A marijuana operations and activities are prohibited in the following locations, with distances measured from the closest points of the respective lot lines:

1. within 1,000 feet of a public or private elementary or secondary school, or a career school attended primarily by minors, including but not limited to:
 - a) All Ontario 8C Schools
 - b) St. Peter's Christian School
 - c) Treasure Valley Christian School
 - d) Four River's Charter School;
2. within 1,000 feet of a non-commercial facility used primarily for the care, education or recreation of minors existing at the time of this ordinance which are:
 - a) Ontario Head Start Center
 - b) Oregon Child Development Coalition (OCDC)
 - c) Malheur County Child Development Center
 - d) Treasure Valley Relief Nursery
 - e) Ontario Boys and Girls Club;
3. within 1,000 feet of a property zoned as PF Public Facility or UGA-PF Public Facility UGA, excepting therefrom the Oregon Department of Transportation lands adjacent to East Idaho Avenue and the City of Ontario Water Treatment Plant lands East of East Lane and the Ontario Public Works Department lands located at 1551 NW 9th Street;
4. within 1,000 feet of another medical marijuana facility;
5. within (350) (1000) feet of another marijuana recreational facility;
6. within (200) (200) (500) feet of residential zones, including those designated in Chapter 11 (RS-50), Chapter 13 (RD-40), Chapter 17 (RM-10), Chapter 19 (R-MH), and Chapter 52 (UGA-R) of Title 10A, but not including TRO zones in Chapter 23 that are located in C-2-H zones;
7. on the same tax lot as a smoking club; or

8. any combination of the above.

(B) Other Restrictions. A marijuana operations and activities are subject to the following additional restrictions:

1. A facility shall be designed so that all transactions occur within the interior of the facility, out of the view of the public. All doorways, windows and other openings shall be located, covered or screened in such a manner to prevent a view into the interior from any exterior public or semipublic area. Walk-through windows, drive-through windows or other outside delivery systems are prohibited.
2. Any and All marijuana operations and activities are considered a change of use and any existing and new structures used for such operations shall be brought up to and or constructed to current building codes and standards, including but not limited to the American Disability Act (ADA), parking standards and providing for public bathrooms for the business customer use including persons waiting to be serviced.
3. All Medical and Recreational Marijuana Retail Facility shall be required to provide parking as per (10A-57-75(4) as follows: One space for each employee, full or part time on the largest shift, plus one space for each 300 square feet of gross floor area) (10A-57-75(6) 300 square feet gross floor area only). Parking for all marijuana operations and activities shall comply with Off-Street Parking and Loading requirements 10A-57-60 through 10A-57-100.
4. The facility must use an air filtration and ventilation system which, to the greatest extent feasible, confines all objectionable odors associated with the facility to the premises. For the purposes of this provision, the standard for judging "objectionable odors" shall be that of an average, reasonable person with ordinary sensibilities after taking into consideration the character of the neighborhood in which the odor is made and the odor is detected.
5. The facility shall be located in a permanent building, not in a trailer, cargo container or motor vehicle. Any manufactured building shall be a commercial grade design and construction certified by the State of Oregon.
6. The exterior of the facility shall have an exterior consistent with other buildings on abutting lots in the neighborhood so as not to cause blight.
7. A facility must install and maintain all security devices required by the Oregon Health Authority.
8. All outdoor grows authorized in the I-2 zone shall be secured by a sight restricting security fence (as in a cyclone fence with slates) and follow all other State of Oregon security requirements for outdoor grows.
9. Prior to commencing business operations, a facility must have a current business license issued by the City of Ontario under Chapter 22 of Title 3 of the Ontario City Code and the licensed by the Oregon Liquor Control Commission for the type of operation allowed.
10. All Marijuana operations and activities shall be on a Conditional Use application prescribed by the Ontario Planning Director and shall include all the items and

attachments noted and required in the application along with all fees required by code and current resolution. The application will be date and time stamped as received by the Planning Department only, to set the order of review. The application will be reviewed by the Planning Director for completeness and compliance to established buffers before it is accepted for consideration. Any incomplete application or one not meeting the established buffers shall be returned to the applicant for corrections and/or additional required information and once returned will be time stamped and dated again. Once the application is accepted as complete by the Planning Director the date accepted as complete shall be the priority dated for establishing the buffer between marijuana retailers if the application is approved and all licensing and development requirements are met.

11. The conditional use permit is governed by 10B-25-40 and the Marijuana Conditional use permit shall have a time limit of 12 months and become void if conditions are not met, unless an extension is granted for good cause under 10B-25-40(3).
12. The Conditional Use Permit (CUP) must be approved by the Ontario Planning Department before any Land Use Compatibility Statement (LUCS) will be signed by the Ontario Planning Department for any of the Marijuana State Business License or Registration required by the State of Oregon and/or City of Ontario.



**AGENDA REPORT
NEW BUSINESS
September 6, 2018**

To: Mayor and City Council

FROM: Tori Barnett, City Recorder

THROUGH: Adam J. Brown, City Manager

SUBJECT: APPOINTMENT TO DIVERSITY ADVISORY COMMITTEE: ANGELA MACHUCA

DATE: September 4, 2018

PROPOSED MOTION:

I MOVE THE CITY COUNCIL APPOINT ANGELA MACHUCA TO THE DIVERSITY ADVISORY COMMITTEE, WITH TERM OF OFFICE COINCIDING WITH THE ESTABLISHING ORDINANCE.

SUMMARY:

The city actively recruited volunteers from the community to serve on the various Committees. An advertisement was placed in the Argus Observer, the Reminder, on the city's website, and all current members with expiring terms of service were contacted directly.

Most Committees were filled, but there does remain one vacancy on the Diversity Advisory Committee due to a recent resignation. One application has been received requesting appointment to the Diversity Advisory Committee.

BACKGROUND:

The Council has historically appointed individuals to fill positions on the various city committees as they become vacant or open.

CURRENT SITUATION:

There is currently one open position on the Diversity Advisory Committee; one application was submitted for appointment.

ANALYSIS:

- A. **FINANCIAL** None.
- B. **TIMING** The city would like to fill the open positions as soon as possible.
- C. **POLICY/LEGAL** City policy states appointment to all Boards, Committees, and the Planning Commissions are to be made by the Mayor, with consensus of the Council.

ALTERNATIVES:

Not appoint the applicant, leaving a vacancy on the Committee.

RECOMMENDATION:

Staff makes no recommendation on appointments, as this is a Council action.

ATTACHMENTS:

1. Diversity Committee Application Machuca

CITY OF ONTARIO

REQUEST FOR BOARD OR COMMISSION APPOINTMENT

Mail or personally deliver to: **City of Ontario -- City Recorder**
444 SW 4th St., Ontario, OR 97914
(541) 889-3232 FAX (541) 889-7121

The Ontario City Council appoints individuals to numerous Boards, Committees, and the Planning Commission. Persons who wish to serve need to provide the following information.

NAME: Machuca Angela
Last First Middle Initial
HOME ADDRESS: 1476 NW 4th Ave Ontario 97914
Street City Zip Code
TELEPHONE: (541) 212-6571 blessedbymy4boys@gmail.com
Home, Work, Cell, or Business (Include Area Code) E-mail Address

Name of Board, Committee, or Commission for appointment requested:

Diversity Advisory Committee

1. 2. 3.

Community Activities/Civic Organization/Boards/Committees:

Activity / Organization:	Length of Service	Position (s) Held:
Newcomer Committee	1 year	Committee Member
Relay for Life	8-9 years	Volunteer/Captain/Team Leader
Global Village + many more	2 years	Volunteer

Employment:

State of Oregon - Employment Dept.	Business & Employment Specialist	June 8, 2015 to current
Current Employer:	Position:	Dates of Employment:

Education:

Nyssa High School Graduate with some college

Please indicate why you are requesting appointment to this Board (s) /Commission (s):

I have been part of this community for a very long time and want what is best for it but how can I try to make that happen if I am not being active within it? I want to help make a positive difference.

Additional Information you feel may be helpful in considering your request for appointment:

This is home for me, my children and my family. I love seeing the different cultures coming from so many different places but I don't like seeing all of the negative things that are happening here, whether it be from drugs, gangs, etc. I want to see our community be a better place to live and raise families.

Angela Machuca

Signature:

August 14, 2018

Date:

Submit

Reset



**AGENDA REPORT
NEW BUSINESS
September 6, 2018**

To: Mayor and City Council

FROM: Adam J. Brown, City Manager

THROUGH: Adam J. Brown, City Manager

SUBJECT: PUBLIC WORKS CONTRACT WITH JACOBS

DATE: August 30, 2018

PROPOSED MOTION:

I MOVE TO APPROVE THE AMENDED AND RESTATED AGREEMENT FOR OPERATIONS, MAINTENANCE AND MANAGEMENT SERVICES (OMI) FOR THE CITY OF ONTARIO, OREGON, FOR A 10-YEAR CONTRACT PERIOD.

SUMMARY:

The City of Ontario entered into a contract for Public Works services with CH2M HILL in 2014. The expiration of the contract is in June, 2019. CH2M HILL would like to renew their contract with the city at this time.

BACKGROUND:

CH2M HILL has merged with JACOBS since the contract was approved in 2014. The staff and attorneys for JACOBS wish to renew the contract under the same legal business name as the original contract, CH2M HILL. The City of Ontario and CH2M HILL now have four years of experience working together, which helps both parties in deciding what issues are important in renewing the contract.

The Public Works Committee reviewed the contract in the Spring of 2018. The city and CH2M HILL have been negotiating a contract renewal from June to August of 2018.

CURRENT SITUATION:

The parties have come to an agreement on language for a new contract that can be lengthened from June of 2019 for either a 5-year or 10-years extension.

The primary points of amendments for this contract are the following:

- Retention and rehire of staff in the event of separation

- Termination of the contract with cause and without cause
- Markup for out-of-scope work
- The timing of contract budget calculation dates
- communication channels between channels
- Update of professional and regulator standards
- Retention of updated Geographic Information System data by the City of Ontario
- Clarity of service responsibilities at various locations
- Reduction in the base adjustment fee

ANALYSIS:

- A. **FINANCIAL** CH2M HILL has offered a discount on the current year's increase in cost from 2.9% to 1.5% for a 5-year extension or 1% for a 10-year extension. This would be an immediate savings of \$73,215 for fiscal year 2018-2019 for a five year contract. For a 10-year extension this would be an immediate savings of \$99,362.

Over a 5-year contract, at an average rate of 2.9%, the savings to the city would be \$387,929.

With the 10-year contract, at an average rate of 2.9%, the savings to the city would be \$1,133,845.

- B. **TIMING** CH2M HILL (JACOBS) would like to renew the contract now to provide continuity with their staff.
- C. **POLICY/LEGAL** The City Council must approve this contract; it cannot be approved by staff.

ALTERNATIVES:

Take No Action - The Council could choose not to act on this item. The default escalator in the contract would be in effect for the 2018-2019. The city would not realize the savings of up to \$99,363 for the current year.

RECOMMENDATION:

The City Manager recommends approval of the Amended and Restated Agreement for Operations, Maintenance and Management Services for the City of Ontario, Oregon for 10 years.

ATTACHMENTS:

1. Contract_accepted past mods_CH2M Hill Initial Contract 08-23-2018 1500



AMENDED AND RESTATED
AGREEMENT

for

OPERATIONS, MAINTENANCE AND
MANAGEMENT SERVICES

for the

City of Ontario, Oregon

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**AGREEMENT FOR
OPERATIONS, MAINTENANCE AND MANAGEMENT SERVICES**

THIS AMENDED AND RESTATED AGREEMENT for Operations, Maintenance and Management Services (the "Agreement") is made and entered into this ____ day of ____ 2019, by and between the City of Ontario, Oregon whose address for any formal notice is 444 SW 4th Street, Ontario, Oregon 97914 (hereinafter the "City") and Operations Management International, Inc., whose address for any formal notice is 9193 South Jamaica Street, Suite 400, Englewood, CO 80112 (hereinafter "CH2M HILL"). City or CH2M HILL may be referred to individually as a "Party" or collectively as the "Parties." This Amended and Restated Agreement is intended to replace the agreement for Operations, Maintenance, and Management Services between the City of Ontario, Oregon and CH2M Hill dated July 1, 2014, as it has subsequently been amended in its entirety.

WHEREAS, City owns and provides for the operation and maintenance of the facilities and systems described in Appendix D; and

WHEREAS, City desires to employ CH2M HILL to perform certain operation and maintenance services for these systems and facilities, as further described in Appendix B, under the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, City and CH2M HILL agree as follows:

1 SERVICES AND STANDARD OF PERFORMANCE

1.1.1 CH2M HILL shall perform the Services set forth in Appendix B with the degree of skill and diligence normally employed by operations and maintenance personnel performing the same or similar services.

1.1.2 CH2M HILL shall perform the Services in accordance with any applicable laws, including the requirements set forth in Appendix C, and within the design capacity and capability of the City's facilities when applicable. It is not part of CH2M HILL's scope to test for or eliminate water borne bacteria or viruses except as required by current laws and regulations.

2 CITY'S RESPONSIBILITIES

2.1.1 Maintain and renew, with respect to all existing portions of the Project, warranties, guarantees, easements, permits, authorizations and licenses that have been granted to the City including but not limited to the licenses and permits set forth in Appendix C, to the extent the maintenance thereof is not a responsibility of CH2M HILL under the terms of this Agreement. Under this Agreement, CH2M HILL shall pay for the annual fees associated with the permits set forth in Appendix C, but shall not be responsible for any renewal fees. All land, buildings, facilities, easements, licenses, structures, rights-of-way, equipment and vehicles presently or hereinafter acquired by City shall remain the exclusive property of City unless specifically provided for otherwise in this Agreement.

2.1.2 Pay all amounts associated with the occupancy or operation of the Project and the performance of the Services including but not limited to all excise, *ad valorem*, property, franchise, occupational and disposal taxes, or other taxes associated with the Project, other than taxes imposed upon CH2M HILL's net income and/or payroll taxes for CH2M HILL employees.

2.1.3 City will continue to maintain agreements with irrigation and drainage districts for

allowing City to discharge storm water to drainage district systems/ditches.

2.1.4 Pay for all Capital Expenditures. In the event that City fails to make a Capital Expenditure which is recommended by CH2M HILL, CH2M HILL shall not be liable for any damages which shall be incurred for failure to make such improvement.

2.1.5 City shall provide CH2M HILL within a reasonable time after request, any piece of City's heavy equipment that is available so that CH2M HILL may perform its obligations under this Agreement in the most cost-effective manner. In emergency situations, City will use its best efforts to provide such equipment within one (1) hour of the request.

2.1.6 Unless otherwise set forth in this Agreement, City shall provide all registrations, licenses and insurance for City's vehicles and heavy equipment used in connection with the Project.

2.1.7 City will provide and pay for the full use of current Owner-owned facilities and areas to the CH2M HILL, including providing access prior to the Commencement Date if requested by CH2M HILL in order to prepare for the commencement of Services. City will provide current Owner-owned materials, tools, office supplies and equipment, technology equipment, and maintenance equipment to CH2M HILL for its use in providing the Services. Any necessary upgrades or replacements to City's equipment shall be a CIP project.

2.1.8 City shall provide for CH2M HILL's use of all vehicles and equipment currently in use at the Project, as set forth in Appendix F. Such vehicles and equipment shall be in road safe condition. CH2M HILL shall be responsible for the cost of operation, maintenance and fuel for such vehicles and equipment, unless otherwise agreed to between the Parties. City shall retain title and ownership of such vehicles and equipment. Use of such vehicles and equipment by CH2M HILL shall be limited to duties and use within the course and scope of this Agreement. The Parties may supplement this Agreement to provide for an agreed schedule of replacement of such vehicles and equipment and provision of any other insurance coverage deemed necessary or appropriate.

2.1.9 City agrees to not offer employment or other compensation to the Public Works Director~~Project management and supervisory personnel~~ of CH2M HILL directly working on this Project for a period of five (5) years after the end date of this Agreement. City and CH2M HILL agree not to lobby, negotiate, or otherwise discuss employment by the other until an agreement between the parties has been made to dissolve the contract. At that time, City is allowed to offer employment to other personnel who are not offered employment by CH2M HILL.

2.1.10 City will provide to CH2M HILL all data in City's possession relating to the Project. CH2M HILL will reasonably rely upon the accuracy and completeness of the information provided by the Owner.

2.1.11 City warrants that during the interim period between the initial Project inspection by CH2M HILL during the bidding process and the Commencement Date of CH2M HILL's Services hereunder, the Project, facilities and equipment have been operated only in the normal course of business, all scheduled and proper maintenance has been performed and there are no issues known to City regarding the condition of the facilities or the Project, and/or any equipment used by the Project or facilities. In the event City fails to comply with the provisions of this clause, City shall be liable for all costs incurred by CH2M Hill as a result of such failure.

2.1.12 City warrants and agrees that it will turn over the Project, facilities and equipment to CH2M HILL in good working order and in compliance with the NPDES permit(s) and all other applicable laws, rules and regulations, with the exception of NPDES Waste Discharge Permit no. 63631. That

permit expired in 2009. City is still operating under the terms of that Permit until it completes the Tier 1 and Tier 2 sampling required to allow a new permit to be issued. The City will be liable for any costs incurred by CH2M HILL in completing the steps necessary to obtain a new permit to replace Permit No. 63631. In the event City fails to comply with the warranty provisions of this clause, City shall be liable for all costs incurred by CH2M HILL as a result of such failure. This shall include stockpiled water plant sludge currently located at the WT Plants. This byproduct was produced prior to the execution of this Agreement and will remain City's responsibility for removal and disposal. City will be billed for the costs incurred by CH2M HILL in accordance with Section E.2.

3 COMPENSATION AND PAYMENT

Compensation for the services is described in Appendix E.

4 TERM

4.1.1 The initial term of this Agreement shall be for ten (10) years commencing on July 1, 2019. Thereafter this Agreement shall be automatically renewed for successive terms of five (5) years unless cancelled by either Party not less than One Hundred Twenty (120) days prior to expiration.

4.1.2 ~~Either Party may terminate this Agreement for a material breach for a material breach of this Agreement by the other Party after giving written notice of the breach and allowing the other Party a reasonable time to correct the breach. However, both parties may agree to conclude the contract early and work together to develop a mutually agreeable exit strategy to be documented in a formal contract amendment.~~ Excepting breaches by City for non-payment of CH2M HILL's invoices, neither Party shall terminate this Agreement without giving the other Party ~~thirty-sixty~~ (630) days' written notice of intent to terminate for failure of the other Party to correct the breach within a reasonable time. CH2M HILL may terminate this Agreement for non-payment of CH2M HILL invoices if Owner fails to make outstanding payment of non-contested amounts within ten (10) calendar days after receiving written notice of the breach.

4.1.3 City may terminate the Agreement due to non-performance. In the case of non-performance the City will provide written notice to CH2M HILL detailing the non-performance issues. CH2M HILL will provide a written plan to review and improve the non-performance issue to the City within 30 days. City will have 30 days to approve the plan. Upon receipt of approval CH2M HILL will have twelve (12) months to implement the plan to correct the non-performance during which time the City will re-evaluate the non-performance. If at the end of the 12 month period, the City is not satisfied with the corrective action taken, the City may then terminate this Agreement.

4.1.4 Upon notice of termination by Owner, CH2M HILL shall assist City in assuming operation of the Project. If additional Cost is incurred by CH2M HILL while assisting City in assuming operations, ~~City shall pay CH2M HILL this will be negotiated by both Parties to include reasonable markup. such Cost plus fifteen percent (15%) within fifteen (15) days of invoice receipt.~~

4.1.5 Upon termination of this Agreement and all renewals and extensions of it, CH2M HILL will return the Project to City in the same condition as it was upon the Effective Date of this Agreement, ordinary wear and tear excepted. Equipment and other personal property purchased by CH2M HILL for use in the routine operation or maintenance practices of the Project and billed to the Project shall become the property of the City upon termination of this Agreement, provided that City has reimbursed CH2M HILL for such equipment and other personal property. However, any equipment or personal property that is purchased by CH2M HILL and not billed to the City

shall be the property of CH2M HILL and shall be removed from the Project by CH2M HILL at the termination of this Agreement.

5 HAZARDOUS SUBSTANCES

5.1.1 A large percentage of City water mains and a portion of the City's storm drainage and sanitary sewer systems are constructed of asbestos/cement ("A/C") material. If any asbestos or hazardous substances in any form are encountered or suspected on the site, CH2M HILL will stop its own work in the affected portions of the site to permit testing and evaluation. If such mains, storm drainage and/or sanitary sewer systems require replacement or repairs, the work will be managed by CH2M HILL. Any asbestos or hazardous substances removal and/or repairs is not included in the compensation for CH2M HILL under this Agreement and shall be the City's responsibility. The compensation will need to be covered out of the City's Repairs or Capital Improvements budgets or another City designated fund.

5.1.2 If asbestos is suspected on the site, City shall, in a timely manner, have a qualified contractor perform remediation services. CH2M HILL will have no obligation to resume its performance of the services until it receives adequate proof that the affected area has been treated.

5.1.3 If hazardous substances other than asbestos are suspected on the site where the services are to be performed, the Parties may agree for CH2M HILL to conduct tests to determine the extent of the hazardous condition and recommend necessary remedial measures. These services shall be considered an Out of Scope service.

5.1.4 CH2M HILL shall not be liable for any delays in performing the Services which are caused by or related to the presence of asbestos or another hazardous substance.

5.1.5 It is understood and agreed that, in seeking the services of CH2M HILL under this Agreement, City is requesting CH2M HILL to undertake inherently unsafe obligations for City's benefit involving the presence or potential presence of hazardous substances. Therefore, City agrees to hold harmless, indemnify, and defend CH2M HILL from and against any and all claims, losses, damages, liability, and costs including, but not limited to, costs of defense arising out of or in any way connected with the presence, discharge, release, or escape of contaminants of any kind, excepting only such liability as may arise out of the negligence or willful misconduct of CH2M HILL, its employees or its subcontractors in the performance of services under this Agreement.

5.1.6 CH2M HILL assumes no risk and/or liability for any hazardous waste or conditions present at the Project prior to the commencement of this Agreement or for any hazardous waste or conditions attributable to any party other than CH2M HILL.

6 INDEMNITY AND LIABILITY

6.1.1 CH2M HILL hereby agrees to indemnify and hold City harmless from any claim, liability or damages for property damage or bodily injury, including death, which may arise from CH2M HILL's negligent operations under this Agreement, to the proportion such negligence contributed to the damages, injury, or loss, whether such negligent operation be by CH2M HILL or by subcontractor of CH2M HILL.

6.1.2 City agrees to indemnify and hold CH2M HILL harmless from any claim, liability or damages for property damage or bodily injury, including death, which may arise, except to the proportionate extent caused by the negligence or willful misconduct of CH2M Hill, its employees or its subcontractors.

6.1.3 City agrees to fully indemnify and hold CH2M HILL harmless from any claim, liability or damages arising from the actions of any other party which City may contract with or any of City's employees, who shall perform services related to any of the Services described herein.

6.1.4 In no event shall CH2M HILL, its subcontractors or their officers or employees be liable for City's special, indirect or consequential damages, whether such liability arises in breach of contract or warranty, tort including negligence, strict or statutory liability, or any other cause of action.

6.1.5 CH2M HILL and City recognize that existing conditions within various collection systems vary, City and that failures may occur in the systems over time. CH2M HILL agrees to exercise due diligence to maintain free-flowing conditions within the Collection System and to clean the Sanitary Collection System in accordance with the schedule which the Parties mutually agree upon, but may not be able to prevent blockages or backups, particularly in sections of the system that have not yet been cleaned. Therefore, City agrees to defend CH2M HILL against claims for injury, property damage, or economic loss arising from failures in the Collection System until such time as it is established by a finder of fact that such claims were caused by CH2M HILL's negligence. Furthermore, City agrees to indemnify CH2M HILL against such claims for injury, property damage, or economic loss arising from failures in the Collection System unless such claims are caused by CH2M HILL's negligence. This article takes precedence over any conflicting article of this Agreement, and extends to CH2M HILL, its officers, employees, and subcontractors.

6.1.6 All claims shall be handled in accordance with the claims handling process which shall be mutually developed and agreed upon by CH2M HILL and the City.

7 FINES AND CIVIL PENALTIES

7.1.1 CH2M HILL shall be liable for fines or civil penalties, to a maximum aggregate of One Hundred Thousand Dollars (\$100,000) per Year, which may be imposed by a regulatory or enforcement agency for violations occurring on or after the Commencement Date, as a result of the failure to comply with the terms and conditions of any duly authorized permit, court order, administrative order, law, statute, or ordinance for reasons resulting from CH2M HILL's breach, negligence or willful misconduct during the term of this Agreement. City will assist CH2MHILL to contest any such fines in administrative proceedings and/or in court prior to any payment by CH2M HILL. CH2M HILL shall pay the costs of contesting any such fines.

7.1.2 CH2M HILL shall not be liable for fines or civil penalties that result from violations (i) that occurred prior to the Commencement Date of this Agreement; (ii) for the effects of prior violations that have contributed to the assessment of any fine or civil penalty caused by CH2M HILL's negligent operations; or (iii) are otherwise directly related to the ownership of the Project.

8 INSURANCE

8.1 CH2M HILL shall provide the following insurances throughout the term of the Agreement, and shall provide to City Certificates of Insurance demonstrating compliance with this provision:

8.1.1 Statutory Worker's Compensation and Employers Liability Insurance as required by the State in which the Project is located.

8.1.2 Comprehensive Automobile and Vehicle Liability Insurance with Two Million Dollars (\$2,000,000) combined single limits covering claims for injuries to members of the

public and/or damages to property of others arising from the use of CH2M HILL owned or leased motor vehicles, including onsite and offsite operations.

8.1.3 Commercial General Liability Insurance with limits of Five Million Dollars (\$5,000,000) per occurrence and in the aggregate, covering claims for injuries to members of the public or damages to property of others arising out of any covered act or omission of CH2M HILL or any of its employees, or subcontractors.

8.2 City will maintain the following insurances throughout the term of the Agreement, and shall provide CH2M HILL with Certificates of Insurance to demonstrate compliance with this provision:

8.2.1 Property Damage Insurance for all property including City supplied equipment for the full fair market value of such property.

8.2.2 Liability Insurance for all equipment provided by City and operated by CH2M HILL under this Agreement.

8.3 City and CH2M HILL will provide for a waiver of subrogation against the other as to all insurances required to be carried hereunder, and each Party waives any claim against the other arising in contract or in tort which are covered by their respective insurance hereunder.

9 EMPLOYMENT AND LABOR

9.1 CH2M HILL may, at its sole discretion, hire certain current employees of City to perform the Services. Prior to becoming an employee of CH2M HILL, all prospective employees shall be screened and satisfactorily pass drug testing and background checks prior to hire. CH2M HILL shall be under no obligation to hire prospective employees who do not meet CH2M HILL's standards with respect to drug testing and background checks.

9.2 In the event activities by City's employee groups or unions causes disruption in CH2M HILL's ability to perform its obligations under this Agreement, City, with CH2M HILL's assistance, or CH2M HILL at its own option, may seek appropriate injunctive court orders during any such disruption, CH2M HILL shall operate the facilities on a best efforts basis until any such disruptions cease, but CH2M HILL cannot assure compliance with all contract conditions.

10 UNFORESEEN CIRCUMSTANCES

10.1 Neither Party shall be liable for damages, delays, or failure to perform its obligations under this Agreement if such failure is due to any Unforeseen Circumstance beyond its reasonable control. The Party invoking this clause shall notify the other Party immediately by verbal communication and in writing of the nature and extent of the contingency within ten (10) days after its occurrence, and shall take reasonable measures to mitigate any impact of an Unforeseen Circumstance.

10.2 In the case of Unforeseen Circumstances City agrees to pay any Costs (including without limitation all overtime charges and additional equipment charges) incurred by CH2M HILL in connection with the Unforeseen Circumstance.

11 ACCESS TO FACILITIES AND PROPERTY

11.1 City will make its facilities accessible to CH2M HILL as required for CH2M HILL's performance of the Services, and will secure access to any of City's other property necessary for performance of CH2M HILL's services.

- 11.2 CH2M HILL shall provide 24-hour per day access to Project for City's personnel. Visits may be made at any time by any of City's employees so designated by City's representative. Keys for the Project shall be provided to City by CH2M HILL. All visitors to the Project shall comply with CH2M HILL's operating and safety procedures. City may, at its option and expense, install keycard or magnetic stripe locks in some or all City facilities that comply with CH2M HILL's operating and safety procedures.

12 ASSIGNMENT

Neither Party shall have the power to or will assign any of the duties or rights or any claim arising out of or related to this Agreement, whether arising in tort, contract or otherwise, without the prior written consent of the other Party, except for CH2M HILL may, upon written notice to City, assign this Agreement to any entity that is owned by CH2M HILL or is under common ownership as CH2M HILL. Any unauthorized assignment is void and unenforceable. These conditions and the entire Agreement is binding on and inures to the benefit of the Parties and their respective permitted successors, and assigns.

13 CHANGES

- 13.1 City and CH2M HILL may, from time to time, make changes to this Agreement or to any of the Services performed under this Agreement. All changes, including changes to the Services or to the compensation paid under this Agreement, must be mutually agreed upon and in writing in the form of a change order, modification or amendment to the Agreement executed by both Parties.

- 13.2 A Scope Change shall occur when and as CH2M HILL's costs of providing services under this Agreement change as a result of:

13.2.1 Any change in Project operations, personnel qualifications, required certification, staffing or other cost which is a result of an Unforeseen Circumstance.

13.2.2 Any change in law, regulation, rule, requirement, interpretation or statute adopted, promulgated, issued or otherwise specifically modified or changed by any local, state, provincial, federal or other governmental body which requires changes and increases the cost for providing services to the City.

13.2.3 Increases or decreases greater than ten percent (10%) in the Wastewater Treatment Plant influent flow or loadings, as set forth in Appendix C.1, as demonstrated by a twelve-month floating average compared to the twelve month period ending on the Commencement Date of this Agreement. A twelve-month floating average will be developed annually and included in the documentation supporting the Base Fee Adjustment. Such Scope Change will be negotiated by both Parties to include reasonable markup invoiced to City in an amount equal to CH2M HILL's cost plus fifteen percent (15%) and shall become effective the next contract year following such Scope Change immediately.

13.2.4 Increases or decreases greater than ten percent (10%) in the Water Treatment Plant average daily production, as set forth in Appendix C.2, as demonstrated by a twelve month floating average compared to the twelve month period ending on the Commencement Date of this Agreement. Such Scope Change will be negotiated by both Parties to include a reasonable markup invoiced to City in an amount equal to CH2M HILL's Cost plus fifteen percent (15%) and shall become effective immediately the next contract year following such Scope Change.

13.2.5 City's request of CH2M HILL, and CH2M HILL's consent, to provide additional services. City and CH2M HILL shall negotiate an increase in CH2M HILL's Base Fee for these

Scope Changes.

13.2.6 At any time, the City may request CH2M HILL to provide additional support services for City's capital projects not included within the Scope of Services in Appendix Section B.12. In this case CH2M HILL shall propose a scope of services, schedule and budget identifying direct costs and overhead/profit charges. CH2M HILL shall not proceed with any such capital project services without express written authorization of the City.

14 DAYS

For purposes of this Agreement, the term "days" shall mean business days, unless explicitly stated otherwise.

15 INDEPENDENT CONTRACTOR

- 15.1 CH2M HILL shall perform the Services as an independent contractor and shall not be deemed by virtue of this Agreement to have entered into any partnership, joint venture, employer/employee or other relationship with City. This Agreement does not require CH2M HILL to work exclusively for City. This Agreement shall not be interpreted as City dictating or directing CH2M HILL's performance or the time of performance beyond a completion schedule and a range of mutually agreeable work hours, but shall be interpreted as CH2M HILL's offer and City's acceptance of terms and conditions for performance. CH2M HILL's business operations shall not be combined with City by virtue of this Agreement, and City will not provide any training to CH2M HILL, its agents, or employees beyond that minimal level required for performance of the Services. The Parties acknowledge that CH2M HILL may require some assistance or direction from City in order for the Services to meet City's contractual expectations. City may provide direction to CH2M HILL for services within the scope that do not interfere with scheduled day to day activities or change the means or methods of work to be performed.
- 15.2 Subject to conformance with City-adopted policies and procedures and full conformance with City's representations set forth in this Agreement, CH2M HILL shall have and maintain the requisite judgment, discretion, and responsibility for and control of the performance of the Services, the discipline of CH2M HILL's employees and other matters incidental to the performance of the Services, duties and responsibilities as described and contemplated in this Agreement.
- 15.3 The Parties recognize and understand that some level of direction and supervision by City is necessarily involved in successfully implementing City policies and procedures and in administering this Agreement, but the Parties each understand that CH2M HILL shall bear the burden and shall advise City of any conflict or inconsistency between City's direction or supervision and CH2M HILL's legal status as an independent contractor.
- 15.4 CH2M HILL, by execution of this Agreement and having received such counsel and advice as deemed appropriate, represents to City that this Agreement does not create a partnership, joint venture, employer/employee or other relationship with City other than that of an independent contractor and CH2M HILL understands that City shall reasonably rely upon such representation in City's execution of this Agreement.

16 NO CONFLICT OF INTEREST

The services performed by CH2M HILL under this Agreement do not preclude CH2M HILL from proposing on or for providing services to City in the future. Information and knowledge

gained by CH2M HILL in providing the Services under this Agreement shall not constitute a conflict of interest in proposing on or providing any additional services for Owner.

17 NO THIRD PARTY BENEFICIARIES

This Agreement gives no rights or benefits to anyone other than City and CH2M HILL and has no third party beneficiaries.

18 JURISDICTION

This Agreement shall be governed by and interpreted in accordance with the laws of the State of Oregon.

19 SEVERABILITY AND SURVIVAL

If any of the provisions contained in this Agreement are held for any reason to be invalid, illegal, or unenforceable, the enforceability of the remaining provisions shall not be impaired thereby.

20 AUTHORITY

Both Parties represent and warrant to the other Party that the execution delivery and performance of this Agreement has been duly authorized by the responsible parties thereof. Both Parties warrant that all required approvals have been obtained and the executing Party below has such authority to bind the Party.

21 ENTIRE AGREEMENT

This Agreement, together with all Appendices attached hereto, contains all representations and the entire understanding between the Parties with respect to the subject matter of this Agreement. Any prior correspondence, memoranda, or agreements, whether or not such correspondence, memoranda or agreements are in conflict with this Agreement, are intended to be replaced in total by this Agreement and its Appendices. The Parties mutually declare there are no oral understandings or promises not contained in the Agreement which contains the complete, integrated, and final agreement between the Parties.

APPENDIX A - DEFINITIONS

- A.1 "Adequate Nutrients" means plant influent nitrogen, phosphorous, and iron contents proportional to BODS in the ratio of five (5) parts nitrogen, one (1) part phosphorous, and one-half (0.5) part iron for each one hundred (100) parts BODS.
- A.2 "Back Flow Cross Connection Program" means the City program regarding all backflow devices within the City that prevent contamination of the City's water supply.
- A.3 "Base Fee" means the compensation paid by City to CH2M HILL for the base services defined in Appendix B of this Agreement for any Year of the Agreement. The Base Fee is specified in Appendix E.1 and will be renegotiated annually.
- A.4 "Biologically Toxic Substances" means any substance or combination of substances contained in the plant influent in sufficiently high concentrations so as to interfere with the biological processes necessary for the removal of the organic and chemical constituents of the wastewater required to meet the discharge requirements of City's NPDES permit. Biologically Toxic Substances include but are not limited to heavy metals, phenols, cyanides, pesticides, and herbicides.
- A.5 "BOD" means Biochemical Oxygen Demand.
- A.6 "Capital Expenditures" shall mean any expenditure for a capital improvement which the City elects to or is required to pay under its Capital Improvement Fund for either new equipment or facilities, or for non-routine expenditure which are planned and budgeted for.
- A.7 "Capital Improvement Plan" shall mean the prioritized list of all recommended major Capital Expenditures for the Project, as further described in Appendix B.12.
- A.8 "Capital Improvement Program" or "CIP" means the program further described in Appendix B.12.
- A.9 "City Manager" as defined in the City Charter shall be the city's designee and representative.
- A.10 "Collection System" shall collectively mean the Sanitary Collection System, the Storm Water Collection System and Pump Stations.
- A.11 "Commencement Date" shall mean July 1, 2014.
- A.12 "Cost" means the total of all Direct Cost and indirect cost determined on an accrual basis in accordance with Generally Accepted Accounting Principles (GAAP).
- A.13 "Direct Cost" means the actual cost incurred for the direct benefit of the Project, including, but not limited to, expenditures for Project management labor, employee benefits, chemicals, lab supplies, repairs, repair parts, maintenance parts, safety supplies, gasoline, oil, equipment rental, legal and professional services, quality assurance, travel, office supplies, other supplies, uniforms, telephone, postage, utilities, tools, memberships and training supplies, subject to any applicable limits or exclusions explicitly set forth herein. This shall not include water or electricity for any of the Parks or municipal facilities that CH2M HILL maintains under this Agreement, but otherwise does not operate.
- A.14 "MUTCD" shall mean the Manual on Uniform Traffic Control Devices.
- A.15 "Out of Scope" shall mean a service or services provided by CH2M HILL which are outside of the Services provided by CH2M HILL under this Agreement. The parties shall mutually agree to the terms of any Out of Scope services, which shall be billed in accordance to the terms of Appendix E.1.8.
- A.16 "Preventive Maintenance" means those routine and/or repetitive activities required or recommended by trade or professional management associations recognized by the industry, by the equipment or facility manufacturer, or by CH2M HILL, to maximize the service life of the equipment, sewer, vehicles, and facility.

- A.17 "Project" means all equipment, vehicles, grounds, and facilities described in Appendix D and Appendix H and where appropriate, the operations, maintenance, and management of such.
- A.18 "Repairs" means non-routine/non-repetitive activities required for operational continuity, safety, or performance generally resulting from failure of any of the facilities which are the subject of this Agreement, or those non-routine/non-repetitive activities required to avert either failure or significant damage to of any facilities, equipment, vehicles, or some component thereof, that is the subject of this Agreement.
- A.19 "Repair Limit" means the total Repair expenditures that CH2M HILL has included in the Base Fee for any one (1) Year of this Agreement, as set forth in Appendix E.1.5. Such expenditures exclude any labor costs for CH2M HILL's staff assigned to the Project. However, CH2M HILL's specialized maintenance personnel not assigned to the Project, who provide such specialized services, such as, but not limited to, vibration, thermographic and electrical analyses, instrumentation Repairs will be charged to the Repair Limit. The Repair Limit is subject to annual adjustment as agreed upon by City and CH2M HILL.
- A.20 "Residuals" means screenings and grit.
- A.21 "Sanitary Collection System" shall mean the infrastructure described in Appendix D.4.
- A.22 "Scope Change" means a change in scope as it is defined in Section 13.2.
- A.23 "Services" means the services to be performed by CH2M HILL for the benefit of City set forth in Appendix B.
- A.24 "Storm Water Collection System" shall mean the facilities described in Appendix D.5.
- A.25 "Technical Standards" means the City of Ontario, Oregon's current plans and specifications for performing public works services. The Parties may mutually agree, supplement or replace.
- A.26 "TSS" means total suspended solids.
- A.27 "Unforeseen Circumstances" means any event or condition which has an effect on the rights or obligations of the Parties under this Agreement, or upon the Project, which is beyond the reasonable control of the Party relying thereon and constitutes a justification for a delay in or non-performance of action required by this Agreement, including but not limited to (i) an act of God, landslide, lightening, earthquake, tornado, fire, explosion, flood, failure to possess sufficient property rights, acts of the public enemy, war blockade, sabotage, insurrection, riot or civil disturbance or a pandemic event; (ii) any change in law, regulation, rule, requirement, interpretation or statute adopted, promulgated, issued or otherwise specifically modified or changed by any local, state, provincial, federal or other governmental body; (iii) labor disputes, strikes, work slowdowns or work stoppages, but excluding labor disputes, strike or work slowdowns or stoppages by employees of CH2M HILL; (iv) the presence of Biologically Toxic Substances in the influent or the presence of hazardous wastes, materials or liquids in the influent or raw water supply, which detrimentally affect the machinery, infrastructure or processes at the Project; and (v) loss of or inability to obtain service from a utility necessary to furnish power for the operation and maintenance of the Project.
- A.28 "WT Plants" shall mean the Water Treatment Facilities listed in Appendix D.3
- A.29 "WW Plant" shall mean the Wastewater Treatment Facility listed in Appendix D.2.
- A.30 "Water Distribution System" means the water distribution system listed in Appendix D.6.

- A.31 "Work Order" means the mechanism for documenting repairs and activities provided for under this Agreement.
- A.32 "Year" shall mean the 12 month period following the Commencement Date for the first year of the Agreement, and the 12 month period following the anniversary of the Commencement Date for every year thereafter.

APPENDIX B - SCOPE OF SERVICES

B.1 GENERAL

- . B.1.1 CH2M HILL will staff the Project with employees who have met the certification requirements or at the beginning of this Agreement who are working on their certification for the State of Oregon, and conduct necessary and required training programs for all personnel to ensure proper operation of the Project and performance of the Services. For the employees of CH2M HILL who are working on obtaining their certification, CH2M HILL will apply for reciprocity at next certification time with the State of Oregon.
- B.1.2 CH2M HILL will staff the Project with a Project manager who shall perform the duties of the City's Public Works Director, as set forth in the City's Municipal Code on the Commencement Date.
- B.1.3 CH2M HILL Project staff will initiate communications regarding this Agreement through the City Manager. Refer to Exhibit H for the communications structure. CH2M HILL shall not lobby, seek to influence, or negotiate with city council members regarding the scope of services and tenants of the contract.
- B.1.4 CH2M HILL shall be responsible for and manage the delivery of Services under this agreement through the implementation of various programs to document and schedule the efficient implementation of the work, which shall be further defined in the Technical Standards.
 - B.1.4.1 Repairs and activities to be provided under the terms of this Agreement shall be documented, assigned a Work Order number, and shall be tracked for completion by CH2MHILL.
- B.1.5 Unless and except as otherwise specified herein, pay all Direct Cost incurred in normal Project operations, subject to any applicable limits set forth in Appendix E.
- B.1.6 CH2M HILL shall have the responsibility to administer all safety programs, inspections, training, safety, equipment Repair, and Preventive Maintenance required to comply with OSHA and State of Oregon regulations.
 - B.1.6.1 Where employees are required by law or regulation to hold current licenses, certificates or authority to perform the work required of their respective positions, CH2M HILL shall provide the training and agree with the employee to a reasonable time frame for the employee to qualify for such certificate, license, or authority.
 - B.1.6.2 CH2M HILL will provide to all employees performing the Services under this Agreement, training specific to the CH2M HILL's safety program, within forty-five (45) days from the effective date of this Agreement.
 - B.1.6.3 CH2M HILL will place, at each permanently staffed project facility, a copy of CH2M HILL's Corporate Safety Program and provide all employees training specific to this Scope of Services.

B.1.6.4 After the Commencement Date, any OSHA regulations, laws, or regulations or changes in OSHA regulations, other laws or State of Oregon regulations requiring subsequent improvements to the Project will be considered for purposes of this Agreement, an Out of Scope.

B.1.7 Provide City with standard operating procedures which shall be reviewed and updated, if needed, annually.

B.1.8 Repairs.

B.1.8.1 CH2M HILL shall provide and document all Repairs for the project, provided the total amount CH2M HILL shall be required to pay for materials and outside services does not exceed the Repairs Limit during any one (1) Year of this Agreement. In the event that a Repair is anticipated to exceed Ten Thousand Dollars (\$10,000) CH2M HILL shall obtain City's consent prior to commencing such Repair. In the event of an emergency, if a Repair exceeding this amount is required to prevent the imminent loss of life or property, CH2M HILL shall use best efforts to obtain City's prior consent, but shall be able to proceed with the Repair without City's prior consent.

B.1.7.2 Upon prior notification ~~and concurrence~~ and approval by City, City shall pay all Repair Costs in excess of the Repairs Limit. Except as otherwise specified in Appendix A.18, CH2M HILL's on-site labor costs are not considered a part of Repair Costs.

B.1.7.3 CH2M HILL shall provide City with an accounting of Repairs on a monthly basis. CH2M HILL shall provide City with a detailed invoice of Repairs over the Repair Limit as approved by the City.

B.1.7.4 The Parties shall negotiate the Repairs Limit for each Year no later than ninety (90) days prior to the commencement of the subsequent contract Year. Should the Parties fail to agree, the Repair Limit will be increased by using the Base Fee Adjustment Formula shown in Appendix E.3.

B.1.7.5 CH2M HILL shall conduct "repair versus replace" analyses for potential Repairs. Where annual Repair Costs are less than Forty Percent (40%) of replacement Costs, the item will be repaired unless replacement is authorized by Owner. Where the annual repair costs are greater than Forty Percent (40%) of replacement costs and the item otherwise qualifies as a Capital Expenditure, the analysis will be submitted to City for a decision concerning replacement.

B.1.8 Emergencies.

B.1.8.1 CH2M HILL will work with City staff to create, revise, and carry out emergency plan protocols.

B.1.8.2 CH2M HILL will provide sufficient on-call staff to respond to emergency calls 24 hours per day, 7 days per week. Staff will respond as soon as possible, but no later than (2) hours after receipt of an emergency call. CH2M HILL's goal will be to maintain not more than a 60-minute average response time.

B.1.8.3 In the event of a disaster, natural or manmade, CH2M HILL will assist when reasonable and safe to do so, within the current project staff capabilities or

capabilities of subcontracted services, with the clearing of streets of fallen trees and debris, cave-ins, wash outs, etc.

B.2 WASTEWATER TREATMENT PLANT

- B.2.1 Within the design capacity and capability of the City's facilities, CH2M HILL shall manage, operate, and maintain the WW Plant, so that effluent discharged, meets the requirements specified in Appendix C.
- B.2.2 CH2M HILL may alter the process and/or facilities to achieve the objectives of this Agreement, subject to the requirements of Appendix B.1.7.
- B.2.3 CH2M HILL Document all Preventive Maintenance performed. City shall have the right to inspect maintenance records during normal business hours.
- B.2.4 CH2M HILL shall prepare all NPDES permit reports pertaining to the services CH2M HILL provides under this Agreement and submit these in a timely manner to City, Department of Environmental Quality ("DEQ"), and other appropriate regulatory agencies. Any assistance with the NPDES reports beyond what is provided for in this section shall be a Scope Change.
- B.2.5 CH2M HILL shall be responsible for treating, transporting, and disposing of all Headworks or other Residuals generated at wastewater treatment plants, not including biosolids, to the Payette County Landfill, Payette, Idaho or another local, suitable landfill deemed to be equally or more cost effective for use. Removal of accumulated lagoon and irrigation pond Residuals at the WW Plant by CH2M HILL will be considered an Out of Scope or CIP project. City and CH2M HILL agree that City is the generator of the residuals.
- B.2.6 CH2M HILL shall provide City with updated emergency operating plan for the WW Plant which shall be reviewed and updated, as needed.
- B.2.7 CH2M HILL shall operate the WW Plant, all processes and facilities in such a manner that odor problems are minimized including odors from grit, grease, scum, and other odorsources.
- B.2.8 CH2M HILL shall comply with regulatory requirements including DEQ and Environmental Protection Agency requirements regarding the WW Plant operations and maintenance, and provide City with reports and other information regarding potential or actual violations involving the Project. Changes in existing regulatory requirements which increase costs are considered Scope Changes.
- B.2.9 CH2M Hill shall provide all laboratory testing and sampling required by City's NPDES permits which are applicable on the date of the Commencement Date, and provide results of such testing and sampling to City in a timely manner. Any change in NPDES testing requirements shall be a Scope Change. CH2M HILL shall use of the City's laboratory to perform testing and sampling for the benefit of City only, unless CH2M HILL contracts with City separately to use City's laboratory to perform testing and sampling for other entities.

B.3 COLLECTION SYSTEM

- B.3.1 Inspect and clean the Sanitary Collection System, including lines, manholes, and pump

station wet wells in accordance with a mutually agreed upon schedule, which shall be revised periodically based on the Sanitary Collection System needs to maintain free-flowing conditions. The goal shall be to ~~inspect and~~ clean the entire Sanitary Collection System every ~~fivethree~~ (35) years in which this Agreement is in effect and concurrently conduct visual assessment to identify potential problem areas; ~~if~~ inaccessible locations are excepted. It is agreed by both Parties that the number of emergency Repairs required in excess of twenty (20) Repairs in any one Year may impact the inspection and cleaning schedule.

B.3.2 CH2M HILL will work with the City to develop a Capital Improvements project to ensure that the entire collection system is CCTV'd on a 10-year (+/- 2 years) basis

B.3.3 Operate and maintain pump station systems, including those at the Snake River Correctional Institution headworks, to insure free-flowing conditions and elimination of Pump Station overflows. Telemetered Pump Stations will be inspected weekly, and non-telemetered pump stations will be inspected daily, or on a mutually acceptable schedule.

B.3.4 Respond to call-outs 24-hours/day to investigate blockages within two (2) hours of notification, and cleared as soon as reasonably possible. CH2M HILL's goal will be to maintain not more than a 60-minute average response time.

B.3.5 Perform up to twenty (20) emergency line Repairs per year, and only to a maximum depth of five (5) feet. Any emergency line Repairs which exceed five (5) feet in depth or are requested after the twenty (20) emergency Repairs have been performed, an outside service contractor may be employed.

B.3.6 Adjust manholes as needed.

B.3.7 Televise lines to locate lateral and stub-out connections and sources/causes of problems.

B.3.8 Perform dye and smoke testing to locate laterals, broken lines and illegal connections.

B.3.9 CH2M HILL will maintain the City's Stormwater Collection System, including storm drainage system piping, ditches and inlets. CH2M HILL will clean the storm drainage collection system on an as needed basis.

B.3.10 CH2M HILL will respond to calls related to clogged storm drainage inlets during snow melting or heavy rain events.

B.3.11 CH2M HILL will continue City's annual fall leaf pickup service to prevent clogging of catch basins and storm drains, where the citizens in town voluntarily rake up the leaves from the trees in their yard(s), bag the leaves, and place the bags at the curb for CH2M HILL staff to load the bagged leaves in and haul the bagged leaves to a disposal site.

B.3.12 CH2M HILL will participate in and monitor compliance with the various discharge rules set by the Oregon DEQ, specifically the Snake River/Hell Canyon Total Maximum Daily Load ("TMDL") requirements, in accordance with City's Stormwater Management Plan.

B.4 LINE LOCATES

B.4.1 All line locate requests shall be made directly to CH2M HILL through the Oregon

Utility Notification Center, and CH2M HILL will be responsible for responding to all line locate requests. CH2M HILL shall perform regularly scheduled Collection System and Water Distribution System line locates, within the time frame specified by the Oregon Notification Center, generally two (2) days from the time the locate ticket is issued. In the event that Project staff resources are otherwise occupied in a higher priority task or project and are unavailable to perform the locate, the cost for such locates shall be considered a Repair cost.

- B.4.2 Emergency locates shall be performed as soon as reasonably possible, given the nature of the emergency and the potential of imminent loss of life or property.
- B.4.3 City shall give CH2M HILL access to City's database of information about the locations of all public sanitary and storm water lines associated with City's Collection System. That information may not be accurate enough to rely on for the purpose of doing precise line locates, particularly in older areas of City, in which case CH2M HILL will reasonably attempt to obtain information from other sources in performing a line locate subject to the standard operating procedures mutually developed and agreed upon by CH2M HILL and the City.
- B.4.4 CH2M HILL shall mark all public collection lines and pressure lines with a margin of error of 2 feet of each side of the locate, in accordance with the Oregon Administrative Rules, Chapter 852, Division 1, as defined in the Oregon Utilities Coordinating Council Standards Manual.
- B.4.5 CH2M HILL shall exercise reasonable care and diligence in performing line locates. City shall pay for any repairs to private property or public utilities resulting from errors in marking due to insufficient or erroneous information supplied by City when other information was not reasonably available to CH2M HILL, as set forth in the standard operating procedures. Damage due to operator misinterpretation shall be paid for by CH2M HILL.

B.5 WATER TREATMENT PLANTS

- B.5.1 Within the design capacity and capability of the Water Treatment Plants, manage, operate, and maintain the WT Plants so that finished water discharged from the WT Plants meets the requirements specified by the State of Oregon and U.S. Environmental Protection Agencies for Public Water Systems and National Primary Water Treatment Regulations as outlined in Appendix C. CH2M HILL shall be responsible for meeting potable water quality limitations established therein unless the raw water supply contains materials or liquids contained in the raw water supply, which detrimentally affect the machinery, infrastructure or processes at the Project.
- B.5.2 Perform all laboratory testing and sampling currently required; daily, weekly, monthly, and annual by the State and Federal Safe Drinking Water Regulations required at the WT Plants, from raw water screens until the plant finish water meter. Additional laboratory testing and sampling requested by the City or regulatory agency, including testing for arsenic, will be provided on a fee per test basis to be determined at the time of the request.
- B.5.3 Provide and document all Preventive Maintenance for the WT Plants. City shall have the right to inspect these records during normal business hours.
- B.5.4 Provide and document Repairs for the WT Plants.

B.6 WATER DISTRIBUTION AND METER READING

- B.6.1 CH2M HILL shall operate, maintain and repair the City's treated Water Distribution System, as described herein, in accordance with generally accepted industry standards, environmental regulations, and the City's construction standards in such a manner as to efficiently deliver treated water to the City's customers.
- B.6.2 CH2M HILL shall maintain City's Back Flow Cross Connection Program as follows: For all private residences and commercial properties, CH2M HILL shall maintain records of all existing back flow devices and installation of new devices. For all of the facilities set forth in Appendix D ~~and Appendix H~~, CH2M HILL shall maintain all backflow devices.
- B.6.3 CH2M HILL shall respond to any Water Distribution System pipe line leak or break, as soon as possible, but in any event, within two (2) hours of being notified or otherwise learning of such leak or break. CH2M HILL's goal will be to maintain not more than a 60-minute average response time.
- B.6.4 CH2M HILL shall affect proper repair of any Water Distribution System leaks or breaks which occur within any water and/or service lines up to and including the water meter installation located on public or private property. CH2M HILL shall not be responsible for repair of any leaks or breaks in water service lines from the City's customer side of the water meter installation to the dwelling located on either public or private property. However, CH2M HILL shall make reasonable effort to notify available occupants of such property that a leak or break exists or post such notice in a conspicuous location on the property. If a leak or break between the water meter installation and property dwelling is severe to the extent that it could cause real or property damage, CH2M HILL shall have the right to shut off such service and shall make reasonable effort to contact property occupants available or post notice to contact CH2M HILL.
- B.6.5 In the course of performing work on the City's water distribution system, CH2M HILL shall be responsible for all related traffic control, including warning signs and proper maintenance of open cuts and excavation. CH2M HILL shall backfill and compact such excavation in accordance with the City's standards and specifications for construction and traffic control procedures, which shall be considered a Repair. At City's request, CH2M HILL may provide finished resurfacing and/or resodding and landscaping, which shall be considered a Repair. All resurfacing, resodding and landscaping shall be limited to Five Thousand Dollars (\$5,000) per Work Order or event. Any work required in excess of such limit shall require the consent of the City. The City shall have the right to inspect and test any or all excavation, backfilling and compaction, and resurfacing operations to assure conformance with the City's standards and specifications for such construction.
- B.6.6 CH2M HILL shall implement a water distribution system maintenance program which will include regular flushing of dead end system main lines, valve exercising, system pressure regulator valve testing and system zone pressure balancing, on an as needed basis.
- B.6.7 CH2M HILL shall not be responsible for any repairs to private property or public utilities resulting from errors in marking due to insufficient or erroneous information supplied by City.
- B.6.8 CH2M HILL shall install new water service connections and/or water meters in a timely manner and in no event later than the second (2nd) business day after receipt of a Work

Order calling for such installation, unless any delay beyond five (5) days is due to unavailability of parts or circumstances outside of the control of CH2M HILL which prevent installation, in which case such work will be completed as soon as the parts are obtained.

B.6.9 CH2M Hill shall complete Work Orders for disconnections, reconnections, meter tests, and other general Work Orders for existing water services in a timely manner and in no event later than the second (2nd) business day after receipt of a Work Order, unless any delay beyond three (3) business days is due to unavailability of parts or circumstances outside of the control of CH2M HILL, in which case such work will be completed as soon as the parts are obtained. Any Work Order received after 3:30 p.m. will be considered received on the next business day.

B.6.10 CH2M HILL shall perform new meter installations and meter changes and provide the City's customer service department with a monthly update of completed Work Orders for any meter changes and new meter installations. New meter installations and meter changes shall be limited to fifty (50) meters per Year. Any additional installations or changes shall be included Scope Change.

B.6.11 CH2M HILL shall respond to emergency conditions without a Work Order and within two (2) hours of being notified or otherwise learning of such emergency. CH2M HILL's goal will be to maintain not more than a 60-minute average response time.

~~CH2M HILL shall be entitled to receive additional compensation for service requests requiring alteration, modification, addition or deletion of any existing water distribution system components.~~

B.6.12 CH2M HILL shall read water meters with a radio-read device, according to a mutually agreed upon schedule, and provide the data to the City's finance department.

B.7 FIREHYDRANTS

B.7.1 CH2M HILL shall ~~work closely with the~~provide the City's fire department to determine the needs for fire hydrant modifications, including addition of new hydrants, removal of existing hydrants or repair/replacement of hydrants. CH2M HILL maintainswith a tabulation of hydrants that have been added, removed or repaired and can provide that information to the City and to the City's fire department as requested, when these are completed. A year-end status of fire hydrant identification and location within the water distribution system also shall be provided annually. Updated GIS maps including fire hydrant changes and identification information are provided at least twice a year and can be available as requested.

B.7.2 CH2M HILL shall perform minimum maintenance which includes: a visual inspection of the hydrant; a check for leaks; lubrication of the outlet threads, cap threads and valve stem. Any parts and materials required for the maintenance and repair of fire hydrants shall be considered a Repair. CH2M HILL informs the fire department of all repairs being conducted prior to taking the Fire Hydrant off-line and Records of this maintenance shall be held in the CH2M work order system and can be made available provided by CH2M HILL to City and to the City's fire department as requested~~annually~~.

B.7.3 CH2M HILL shall flush mains as necessary. Dead-end mains shall be flushed on an as-needed basis, and at least annually. If a dead-end main cannot be flushed as described herein, CH2M HILL shall report such locations to the City for possible installation of a blow-off or hydrant that would provide flush point access.

B.8 PUBLIC WORKS OPERATIONS GENERALLY

B.8.1 Public Works services shall be performed in accordance to the most current manuals, standards, and guidelines, except when agreed upon by both parties which shall have the following order of precedence:

B.8.1.1 Technical Standards, as may be updated from time to time in accordance with the terms of this Agreement;

B.8.1.2 City of Ontario ordinances, resolutions, or other council adopted items;

B.8.1.3 City of Ontario specifications, procedures and guidelines;

B.8.1.4 Malheur County specifications, procedures and guidelines;

B.8.1.5 Manual on Uniform Traffic Control Devices~~-2009~~;

B.8.1.6 Oregon Department of Transportation Standards and Specifications~~-2011~~;

B.8.1.7 Oregon Department of Transportation Pavement Design Manual~~-2013~~;

B.8.1.8 American Association of State Highway and Transportation Officials (AASHTO), Federal Highway Administration, American Waterworks Association or Institute of Traffic Engineers specifications, procedures and guidelines as applicable

B.8.1.9 Generally accepted industry standards

B.8.2 Customer Service.

B.8.2.1 CH2M HILL shall provide administrative clerical support to assist with Public Works Department functions and operations by performing such tasks as, but not limited to, answering phones, greeting customers (reception services), issuing public works permits, filing and records management, responding to citizen inquiries, preparing correspondence, and performing other miscellaneous clerical tasks.

B.8.2.2 CH2M HILL, its agents and employees, will conduct all of their interactions with the citizens and the public relating to the performance of the Services in such a manner as to provide customer service that reflects positively upon City's reputation and public image.

B.8.3 Unless otherwise noted in this Agreement, CH2M HILL will maintain for the purpose of City business, staffed Public Works Operations, Monday through Friday, with the exception of these ten (10) holidays:

New Year's Day

Martin Luther King Day

President's Day Memorial

Day Independence Day Labor

Day

Veteran's Day Thanksgiving

Day

Day after Thanksgiving

Christmas Day

B.9 STREET AND RIGHT-OF-WAY MAINTENANCE

B.9.1 Snow removal.

- B.9.1.1 CH2M HILL shall establish, with City, mutually agreed upon protocols for snow events.
- B.9.1.2 CH2M HILL shall Oversee all aspects of a snow event, including ensuring that CH2M HILL staff is familiar with the current conditions.
- B.9.1.3 CH2M HILL's ~~personnel~~ Public Works Director will maintain regular contact with the City's ~~designee~~ Manager, relaying current weather conditions, road conditions, and staffing levels, and recommending additional deployment or material applications as the situation dictates.
- B.9.1.4 City and CH2M HILL agree that the Base Fee set forth in Appendix E is based upon an assumption of four (4) major snow events (of two (2) inches or more of snow) per year. In the event that the number of major snow events exceed four (4) events, the Parties agree to negotiate, in good faith, additional compensation.
- B.9.1.5 City and CH2M HILL shall agree to primary and secondary routes for snow removal. The lane-miles of primary and secondary (collector) routes is 41.5.. Snow removal on State Highways located in the City limits remain the responsibility of the ~~state~~ State of Oregon. CH2M HILL will continue to maintain the mutual aid relationships between City, Malheur County and the state Oregon with respect to routes in or bordering City. City will fully indemnify CH2M HILL for any claims or damages ~~with which~~ shall arise as a result of its participation in ~~of~~ or in furtherance of the mutual aid relationship, that are not a result of CH2M HILL's negligence or willful misconduct.
- B.9.1.6 Selected residential streets, which shall be mutually agreed upon by CH2M HILL and the City, **will be** plowed when snow accumulation is six (6) inches or more, within a twenty-four (24) period. Residential snow routes total approximately 170 lane miles.
- B.9.1.7 Stakes are provided or delivered from City, at no charge, to the disabled and elderly who are unable to clear the berm at their homes. CH2M HILL will clear the driveway at the curb of any residential structure displaying such a stake located on a primary or secondary route, as soon as possible when snow is removed from such primary or secondary route.
- B.9.1.8 City shall provide storage for sand and magnesium chloride for CH2M HILL's use. City shall maintain the contract with Oregon's Department of Transportation to provide magnesium chloride and shall ensure that CH2M

HILL shall have access to sand and magnesium chloride, as needed. City will provide the magnesium chloride.

- B.9.2 CH2M HILL will perform pothole repair and minor roadway maintenance proactively. Streets will be reviewed during regular course of work. Any identified as needing improvement will be further evaluated by City Engineer surveyed by area to determine minor roadway repairs needed. High level street conditions assessment required by State of Oregon will be conducted by CH2M Hill as part of this task. Additionally, citizen requests will be utilized and Work Orders will be assigned to complete repairs efficiently according to the priority ranking assigned. Minor street maintenance activities may include but are not limited to: evaluation of rehabilitation and replacement needs and priorities, long and short-term planning of budgetary needs, identification of state/city/county highway needs, minor patching, major patching, skin patching, patch back, crack seal, pothole patching, gravel maintenance, shoulder rebuilding, and other related activities including, but not limited to any related material hauling, guardrail repair, equipment maintenance, utility coordination, construction contractor coordination, flagging, and inspection. Pothole patching includes surface patching and crack repairing.
- B.9.3 At City's direction CH2M HILL will provide concrete maintenance on the City-owned sidewalks, curbs and gutters, and other concrete surfaced areas. Any such maintenance shall be considered a Repair, unless identified otherwise, such as part of the Capital Project.
- B.9.4 CH2M HILL will develop a program to maximize the efficiency of street cleaning and sweeping, which shall be approximately 72.06 miles (about 144 curb miles), per sweep, within the City. Scheduled street sweeping will generally be on fixed routes and along the curb-lines, median curbs, or adjacent traffic lanes, when warranted. The street sweeping program will clean all of City's streets three (3) times per year, doubling the sweepers during the spring and fall sweeps due to heavy debris, done at a time of day that maximizes efficiency. Additional sweeps in the City's downtown area, which is approximately 1.8437 miles (about 4 curb miles), may be necessary. CH2M will sweep arterials and collectors (includes downtown) an additional three (3) times per year. The program will include provisions for sweeping following snowstorms and rainstorms, as necessary.
- B.9.5 CH2M HILL will provide other right-of-way maintenance that will include mowing, weed control, vegetation trimming, litter pickup, hand mowing and sweeping, tree trimming where travel lanes are impacted, island maintenance, graffiti removal from City-owned assets in the right of way, and any related equipment for maintenance and traffic control. Remove fallen dead trees in the City's public rights-of-way, in accordance with the policies developed by the City and/or the Technical Standards.
- B.9.6 CH2M HILL will provide, when reasonable and does not endanger the welfare of its employees, emergency response for issues creating a hazard to public safety, health, and welfare, including roadway failures, downed trees, flooding, in accordance with the policies developed by the City and/or the Technical Standards. Initial response will include providing warnings and traffic control devices to warn motorists of a hazard. If the City requires clean up with existing staff during normal operating hours, existing resources can be deployed to deal exclusively with the emergency, as required. If the City elects to have additional staff assist in the storm cleanup to expedite the process outside a normal work routine, the employment of this staff shall be an Out

of Scope. In the event of a declared emergency or disaster, CH2MHILL will work at the direction of the City's ~~designee~~ Manager, or the City's Police Chief when directed by the City Manager's designee. CH2M HILL will provide emergency response as soon as is safely practical but not to exceed two (2) hours for initial assessment and four (4) hours for crews to arrive onsite as needed. CH2M HILL's goal will be to maintain not less than a 60-minute average response time for initial assessment.

- B.9.7 Upon receiving notice either by City Manager or by members of the public, CH2M HILL, on behalf of the City, will prepare and deliver notification letters to property owners for any sidewalk, curbing or gutter repairs required or any other right of way encroachment impropriety. The notification letter will be generated by the City to be use utilized by CH2M HILL. to notify property owners will be preapproved by City prior to use. CH2M HILL will also follow up the notification letters to determine whether the property owners have made the required repairs or modifications and report to the City if repairs or modifications have not been completed by the date set in the notice.

B.10 TRAFFIC SERVICES

B.10.1 Traffic Sign Maintenance.

B.10.1.1 CH2M HILL shall operate a traffic sign maintenance program to schedule inspection and provide replacements as needed, to bring signs up to current MUTCD retro-reflectivity levels.

B.10.1.2 CH2M HILL shall operate a sign inspection program that ensures all signs are inspected over a 5-year period and replace any signs not meeting MUTCD retro-reflectivity levels.

B.10.1.3 CH2M HILL shall furnish and install new or replacement traffic and street name signs at traffic intersections, as needed.

B.10.1.4 CH2M HILL shall trim/remove brush in order to provide clear visibility for traffic signs and for sight triangles at intersections.

B.10.1.5 For purposes of this Agreement, the replacement of any signs covered under this Section B.10.1 shall be considered a Repair.

B.10.2 CH2M HILL shall develop a pavement marking program and shall cooperate with ODOT in implementing this program. CH2M HILL shall perform minor lane striping, crosswalk marking, and any related traffic control. Work performed by CH2M HILL under this Section shall be considered a Repair.

B.10.3 Installation and maintenance of traffic signals is currently performed by The State of Oregon Department of Transportation (ODOT). CH2M HILL shall coordinate with ODOT, when requested. CH2M HILL will not be responsible for any damages caused by ODOT or its contractors for performing repairs on or around City traffic signals.

B.10.4 CH2M HILL shall manage and coordinate work activities with public works staff and ODOT related to traffic engineering issues. Provide emergency response for traffic signal or traffic sign incidents considered a threat to public safety. In the event the emergency involves traffic signal maintenance, CH2M HILL will notify ODOT.

B.10.5 CH2M HILL staff will work with City to determine the best methods for implementing

suggested improvements. Minor improvements (traffic control devices including signs and striping) will be considered Repairs under this Agreement. Major improvements will be incorporated into the Capital Improvement Plan.

B.11 ENGINEERING SUPPORT SERVICES

CH2M HILL will provide the following engineering services:

B.11.1 Traffic Engineering.

B.11.1.1 CH2M HILL will review plans on behalf of City for transportation aspects of development and public works projects to be completed or under construction. The projects will be reviewed to verify compliance with approved plans and with current engineering standards and City requirements. Coordinate project inspections and development requirements. Inspections will be carried out as necessary to assure responsive, efficient service. Inspect equipment, such as traffic signals, signs, etc., near the end of the warranty period and prior to final acceptance.

B.11.1.2 Compile information used for various engineering projects. Research and enter statistical data on computer on such issues as growth, employment traffic, etc.

B.11.1.3 Any work which requires the certification of a traffic engineer shall not be considered within the scope of this Section B.11.1.1 and shall be considered an Out of Scope service.

B.11.2 Civil Engineering. CH2M HILL shall provide the following services for City's minor public works projects:

B.11.2.1 Perform design review and actual design of minor public works projects. Prepare project construction plans and specifications, computations, and cost estimates.

B.11.2.2 Using modern drafting techniques produce maps, specifications, plans, charts and diagrams for City public works' projects from field notes. Prepare preliminary design by drawing cross sections, preliminary topographic features, etc.

B.11.2.3 Perform various surveying tasks for general location of field construction projects, ~~locating and establishing lines, general grades and locations, establishing rights of way and easements, etc., grades and locations,~~ and staking same, to establish topographical details in preparation for public works improvements, requiring knowledge of survey equipment and techniques.

B.11.2.4 Inspect construction projects for material quality and contractors' adherence to plans, specifications, and satisfactory construction practices. Act as project manager for assigned minor City projects involving programming, scheduling, cost control, quality control, scope management, contract management, resources management, and interface management.

B.11.2.5 Any project requiring an engineering stamp shall not be considered within the scope of this Section B.11.2 and shall be considered an Out of Scope service.

- B.11.3 CH2M HILL shall provide engineering support to City Council, Planning Commission, and staff as required. Check work of other technical services personnel for accuracy and completeness.

B.12 CAPITAL IMPROVEMENT PROGRAM

- B.12.1 CH2M HILL will develop and provide to City a list of all recommended major capital improvement projects, including prioritization of such, over the life of this Agreement in the form of a Capital Improvement Plan, which shall be updated on an annual basis.
- B.12.2 CH2M HILL shall assist City with the procurement of all CIP projects including but not limited to drafting requests for qualification and requests for proposals, evaluation of respondents and conducting due diligence.
- B.12.3 CH2M HILL will provide complete program management services for projects in the Capital Improvement Plan, which City has elected to complete as part of its Capital Improvement Program.

~~In the event that CH2M HILL or one of its affiliated entities would like to submit a proposal for a CIP project, CH2M HILL will precede as follows: as soon as CH2M HILL becomes aware of a potential, perceived or real conflict of interest, CH2M HILL shall immediately inform City of that conflict. If first notification to the City is verbal, a written notification of the potential conflict will be made within twenty-four (24) hours after verbal notification is made. Said conflict notification will include a recommended approach to mitigating the conflict. If the City concurs with CH2M HILL's recommended approach, CH2M HILL will immediately implement the conflict mitigation resolution. CH2M HILL shall update the City on a regular basis regarding the status of the conflict mitigation resolution. If City believes the recommended approach to the conflict mitigation resolution is insufficient to resolve the conflict, the City shall suggest modifications to the conflict mitigation resolution. The Parties shall endeavor to work out a mutually agreeable resolution.~~

- B.12.4 After the CIP list has been approved, CH2M will prepare a list of the projects requiring engineering design. The list will be broken down into two categories: 1) projects to be put out to the On-Call Consulting teams or 2) projects to be designed by CH2M. In order to categorize projects, CH2M will consider the complexity of the project and the need for specific day to day Ontario Public Works understanding when developing the list. CH2M will recommend that design be completed in-house by CH2M when it deems that action will bring the highest and best value to the City. This may be based on specific experience, need for expediency (potential emergency situation), rapid response to regulatory requirement, or project complexity. CH2M will present the list with the two categories to the City Manager for approval. The City Manager will make final recommendation to Council. The intent of this clause is to maintain clarity and integrity of the City Engineering role for the City of Ontario. It will provide clarity to the external consulting community and allow for the City Engineer to support the City by providing consultant review and selection support for the City for those projects competed in the consulting community.

- B.12.5 CH2M HILL shall provide project management documentation to maintain and update CIP files in conjunction with the City's electronic documentation system, including GIS database updates and mapping. Prepare reports for City Council on CIP as requested.
- B.12.6 CH2M HILL shall respond to inquiries, complaints, and requests, as needed, on behalf of City for any CIP project.

B.12.7 CH2M HILL shall manage construction contracts for CIP projects. Perform necessary inspections to ensure contract compliance, including quality assurance. Review and approve traffic control measures. Review invoices, verify work performed and quantities used, and prepare applicable payment requests. If a Resident Project Representative is required for daily, complex technical project inspection, for either water or wastewater projects, this will be considered out of scope.

B.12.8 CH2M HILL shall attend meetings as required with City Council, Public Works Committee, Public Works staff and other governmental agencies.

B.13 GEOGRAPHIC INFORMATION SYSTEM.

B.13.1 CH2M HILL shall coordinate with the designated City IT contractors for the maintenance and storage of documents and records necessary for the effective operation of the City's geographic information system (GIS) database for delivery of the Services.

B.13.2 CH2M HILL shall maintain current and standardized GIS platform including AutoCAD records.

B.13.3 CH2M HILL shall service, update, and maintain Public Works GIS databases and maps, as needed.

B.13.4 CH2M HILL shall provide GIS-related information and/or data in response to requests and needs of City personnel. GIS data developed as part of the scope of this project was developed for the specific purpose of delivery of the Services under this Agreement only. CH2M HILL does not guarantee the accuracy of the data for use in the Public Safety or any other area of the City's operations and shall not be liable, to any extent, for damages arising out of or relating to such use.

B.13.5 CH2M HILL shall develop and maintain all GIS information for the City as related to this Agreement. Develop the necessary documentation for the development, maintenance retrieval, reproduction, and storage of the GIS information.

B.13.6 CH2M HILL shall provide GIS-related analysis and/or maps and data in response to requests. Collaborate with City on required needs assessments.

B.13.7 All updates to the City's GIS data (including CAD files) shall remain the property of the City.

B.14 FACILITIES MAINTENANCE

CH2M HILL shall provide the following maintenance services for the facilities listed in Appendix DH.1 of the Agreement:

B.14.1 Building Facilities - Exterior

CH2M HILL shall provide the following service on an as needed basis:

B.14.1.1 Inspect all public and employee entrances and ensure passages are free from hazardous conditions, clean and free from trash.

B.14.1.2 Inspect parking lot and walkway areas and ensure parking and walkways are clear from obstructions, including snow and ice.

- B.14.1.3 Regularly inspect, monitor, and test building generators. Fuel tanks must be at a minimum 1/2 full. Building generators are currently located in the City Hall building, the Public Works building and in the WT Plant building listed in Appendix DH.1.
- B.14.1.4 If a hazardous condition associated with the Services provided or managed by CH2M HILL is observed while in the course of performing the Services, CH2M HILL shall immediately take appropriate measures to secure and address issues that present hazardous conditions and report issues that should be escalated or addressed through a permanent solution.
- B.14.1.5 Walk the perimeter of the buildings to note any issues associated with the Services provided or managed by CH2M HILL. Report any items to and coordinate resolution with the Owner.
- B.14.1.6 Maintain City's security cameras. Any replacements or repairs of the Camera shall be considered a Repair. Cameras are located at City Hall, WT Plant, WW Plant as listed in Appendix HD.1.
- B.14.1.7 Periodically sweep parking lots as needed when clear of snow and ice to remove sand accumulation.
- B.14.1.8 Perform curb-to-curb snow removal and ice control for all entrances, exits, driveways, parking areas, sidewalks, and stairways so that personnel and customers have safe access to the buildings identified in Appendix HD.1 and their adjacent parking areas. De-icer (non-injurious to concrete) will be required for concrete areas.

B.14.2 Building Facilities-Interior

CH2M HILL shall provide the following service on an as needed basis:

- B.14.2.1 Inspect lighting and replace bulbs to ensure proper working order. Clean light fixtures as needed.
- B.14.2.2 Perform custodial services.
- B.14.2.3 Inspect and immediately respond to maintenance issues of an emergency nature and facilitate correction of any other issues observed or reported pertaining to common, office and public areas.
- B.14.2.4 Provide general maintenance, including but not limited to touch-up painting and minor plumbing.
- B.14.2.5 Monitor room temperatures and adjust HVAC systems as needed.
- B.14.2.6 Work with designated City staff to provide appropriate access to City employees and contractors.

B.14.3 Annual Inspections of Facilities

- B.14.3.1 CH2M HILL shall prepare, schedule, and facilitate annual building inspections

and correction of any issue relating to such inspection for the following:

- Fire Code Compliance
- Fire Sprinkler
- Fire Alarm System
- Fire Extinguishers
- Elevator
- Building Security Survey conducted by City's law enforcement provider.

B.14.4 City-Sponsored Event Set Up and Coordination-CH2M HILL shall set up barricades and traffic control for up to ~~foursix~~ (64) City-sponsored events and shall deliver or arrange for pick-up of barricades for up to ten (10) non-City sponsored events. City shall provide all equipment for the City sponsored event set up. Any additional events shall be a Scope Change.

B.14.5 Seasonal Decorations - CH2M HILL will install and remove seasonal decorations at City facilities per a timetable mutually agreed to by the City and the CH2M HILL.

B.14.6 Contract Management of Other Service Providers.

B.14.6.1 CH2M HILL shall inspect, monitor and manage the work of City's contractors, and vendors providing services related to the Services. This may include managing contracts between the City and another subcontractor. The City has contracted services for multiple vendors as needed, which may include, but is not limited to:

- Telecommunications
- HVAC
- Custodial Services
- Window Cleaning
- Carpet and Floor Cleaning
- Building Access Security and Safety Systems
- Solid Waste Management
- Land Surveyor
- Gas and Electric Utilities
- Fire Code Compliance
- Fire Sprinkler
- Fire Alarm System

- Fire Extinguishers
- Elevator
- Building Security Survey

B.14.6.2 This section shall not apply to any contract between City and any other party for the use of labor by occupants of any correctional facilities.

B.14.7 Landscape Maintenance

For the facilities set forth in Appendix DH.1 and H.2, CH2M HILL shall perform the following services:

B.14.7.1 Perform regular (weekly, monthly, quarterly and annual) preventative maintenance.

B.14.7.2 Lawn Mowing/Trimming

B.14.7.2.1 CH2M HILL shall mow the grassy areas of the grounds at a frequency sufficient to keep the lawn neat in appearance and prevent the need for raking and clipping removal.

B.14.7.2.2 Clipping disposal is the responsibility of the CH2M HILL.

B.14.7.2.3 Cemetery and parks trimming will be provided by the City's contract with SRCI or Malheur County Jail. City will maintain this contract so as no interruption of service occurs.

B.14.7.3 Weed Control

B.14.7.3.1 CH2M HILL shall furnish and apply weed spray to control weeds in compliance with Section 7.1.2 of the City Code.

B.14.7.3.2 Flower beds and rocked areas must be sprayed and weeded as necessary by CH2M HILL. The weeding and trimming of the Idaho Avenue ground cover will be performed under City's contract with SRCI or Malheur County Jail and will not be part of this scope.

B.14.7.4 CH2M HILL shall perform aeration to the appropriate lawn areas of the parks and cemeteries, with timing as mutually agreed to by the City and CH2M HILL.

B.14.7.5 All lawn areas that abut the pavement, curbs, shrub beds, sidewalks, walkways, and steps shall be edged with at such times as mutually agreed to by the City and CH2M HILL.

B.14.7.6 Leaves shall be raked, gathered, and removed from the sites set forth on Appendix DH, including all bed areas and between shrubs, by CH2M HILL beginning October 15 with timing as mutually agreed to by the City and CH2M HILL until November 15.

B.14.7.7 CH2M HILL shall maintain the flower beds set forth ~~on~~ in Appendix DH from April to November.

B.14.7.8 Tree Trimming and Care

- B.14.7.8.1 CH2M HILL will inspect the trees on a mutually agreed upon basis.
- B.14.7.8.2 CH2M HILL will provide annual tree trimming services at a time frame mutually agreed to by the City and CH2M HILL.
- B.14.7.8.3 CH2M HILL will provide tree insecticide injections at a time frame mutually agreed to by the City and CH2M HILL.

~~CH2M HILL will facilitate the hand-watering the City-owned flower pots by citizen volunteers on Oregon Street on a routine basis, as agreed upon with the City.~~

B.14.7.10-9 CH2M HILL shall inspect the parks and building perimeters for the facilities set forth in Appendix DH, including shrub beds, decorative beds, sidewalks, driveway, parking areas, patios, and smoking areas every week throughout the entire year and remove all litter, broken branches, and debris from all areas. Special event litter pickup will be the primary responsibility of the entity or permittee sponsoring the event.

B.14.7.11-10 CH2M HILL shall sweep the City Hall public sidewalks, driveways, and parking lots on an as needed basis and shall be coordinated with City. Sweeping shall be done during weekends or off hours to ensure that the parking lot is empty.

B.15 Park Maintenance

CH2M HILL shall provide the following services for the Parks facilities set forth in Appendix DH.31.4.

- B.15.1 Empty trash cans located in the parks. Frequency of this service will need to be monitored and adjusted as needed.
- B.15.2 Weekly and as needed thoroughly clean park walkways, and tables.
- B.15.3 Wash down tables and stools in park picnic areas.
- B.15.4 Refinish and re-paint up to fifty percent (50%) of existing wooden park benches each year.
- B.15.5 Sweep surfaces and walkways to remove sand, bark, and other debris.
- B.15.6 Clean and sanitize drinking fountains.
- B.15.7 Routine playground maintenance to the facilities in Appendix H.3 which are specified to have playground equipment.
- B.15.8 Regular maintenance of the skate park, horseshoe pits, basketball courts, and tennis courts, with frequency mutually agreed to by the City and CH2M HILL, including net maintenance and replacement, sweeping/blowing, weed pulling, fence repair, and trash removal.
- B.15.9 Coordinate with the nightly Police Department services to lock and secure both the restroom facilities and the portable restroom facilities in the parks. CH2M HILL will not be responsible for locking or securing the park restrooms.
- B.15.10 Provide cosmetic maintenance only of the Beck-Kiwanis Park bridge. It is understood that the maintenance, cleaning, and operation of the pond at the Beck- Kiwanis Park is the

responsibility of the Oregon Fish and Game Department. CH2M HILL will pick up trash around the pond.

B.15.11 Provide some maintenance of the Beck-Kiwanis Park baseball field used by the Little League Association, as requested, such as outfield mowing, trash pick-up, tree care, parking lot maintenance, and fence repair.

B.15.12 Irrigation Services

B.15.12.1 CH2M HILL shall activate the sprinkler system in the spring, verify functional operation, and make necessary repairs and adjustments so that it is in proper operating condition.

B.15.12.2 CH2M HILL shall perform minor routine maintenance such as adjusting heads, cleaning head filters and adjusting the watering to correspond with the actual water needs of the lawn and landscape according to season, temperature, rainfall, etc.

B.15.12.3 If for any reason the irrigation system is damaged by CH2M HILL, it shall be the responsibility of CH2M HILL to repair the damage.

B.15.12.4 In the fall, CH2M HILL shall shut down the sprinkler system and all lines shall be blown out with a high-pressure air compressor to include draining of all solenoid valves.

B.15.12.5 CH2M HILL shall perform sprinkler equipment replacement, sprinkler head replacement, line break repairs, etc. These services shall be considered Repairs.

B.15.13 CH2M HILL shall perform curb-to-curb snow removal and ice control for all parking areas, sidewalks, and stairways (and when applicable, building entrances) so that personnel and customers have safe access to the facilities identified in Appendix [D.1H.3](#). De-icer (non injurious to concrete) will be required for concrete areas.

B.15.14 CH2M HILL shall remove all sand, debris, litter, and other material that has been deposited on the property during winter. All lawn areas, shrub beds and planting areas shall be raked and left clean. Also, lawn areas shall be repaired as needed either by installing new sod or re-seeding.

B.15.15 Portable toilets will be provided by and maintained on a weekly basis by CH2M HILL at Beck-Kiwanis and Lions Park, in lieu of the permanent bathrooms currently located in these parks. If maintenance is needed on more than a weekly basis or if additional parks are added, this shall be included as a Scope Change.

B.15.16 CH2M HILL will provide graffiti removal and vandalism correction services.

B.15.17 Inspect, monitor and manage the work of CH2M HILL's, subcontractors, and vendors providing maintenance services. This may include managing contracts between the City and another contractor, but shall not apply to any contract between City and any other party for the use of labor by occupants of any correctional facilities:

- Custodial Services
- Solid Waste Management
- Gas and Electric Utilities

B.16 CEMETERY OPERATIONS

- B.16.1 CH2M HILL will operate both the City-owned Evergreen Cemetery and the Sunset Cemetery, described in Appendix H4D.1.5.
- B.16.2 CH2M HILL services include locating plots, open/close of graves, disinterment's, assisting the public, removal of headstones, and enforcing compliance of rules and regulations of each cemetery.
- B.16.3 CH2M HILL shall maintain cemetery records as mutually agreed to by the City and CH2M HILL, and to assist the public in the location of plots and the deceased by maintaining and referencing records and maps.
- B.16.4 CH2M HILL staff will be available to provide burial services at the hours mutually agreed to by the City and CH2M HILL on Monday through Friday.
- B.16.5 CH2M HILL staff shall not be required to be on site, but shall be available by phone and able to go to the site to assist customers.
- B.16.6 If requested by a customer and in accordance with City guidelines, and if CH2M HILL staff is available, CH2M HILL staff will provide burial services on Saturdays.
- B.16.7 CH2M HILL shall use existing IT infrastructure to perform the functions of cemetery operations management and will maintain and update software as CH2M HILL reasonably determines is needed, which shall be considered a Repair.
- B.16.8 City IT staff will assist CH2M HILL in the potential upgrade and potential utilization of the City's website and IT infrastructure.
- B.16.9 CH2M HILL shall refinish and re-paint up to fifty percent (50%) of wooden cemetery benches each year.

B.17 FLEET MAINTENANCE

- B.17.1 CH2M HILL shall manage the City's Public Works fleet vehicles, set forth in Appendix F, which Appendix may be added to or amended from time to time upon mutual agreement of the Parties.
- B.17.2 CH2M HILL shall inspect, monitor and maintain the City's Public Works fleet vehicles as follows:
 - B.17.2.1 Monthly documented inspections and arrange for required preventive maintenance in compliance with the vehicle manufacturer's recommendations.
 - B.17.2.2 Daily walk-around inspections of vehicles which City shall make available for inspection at a mutually agreeable time.
 - B.17.2.3 Maintain inspection reports and findings.
- B.17.3 CH2M HILL shall provide manufacturer's recommended preventive maintenance and complete repairs.

- B.17.3.1 Any materials not part of preventive maintenance will be considered a Repair.
- B.17.3.2 CH2M HILL shall provide input on fleet maintenance budget and keep costs within the approved budget.
- B.17.3.3 CH2M HILL shall work with designated City staff to provide inspections and records in compliance with the City's risk management requirements.
- B.17.3.4 CH2M HILL shall review, evaluate and approve invoices billed to the City for maintenance-related expenses. End of life replacement for vehicles will be addressed in the City's CIP program.

B.18 — WEED ABATEMENT

B.18.1 CH2M HILL shall provide weed abatement services to the height prescribed by City Code, as directed by the City, on private property which the City has determined are in violation of the City's codes, rules and regulations.

B.18 CH2M HILL shall provide weed abatement services to the height prescribed by City Code, as directed by the City Manager, on private property which the City has determined are in violation of the City's codes, rules, and regulations. Such services will be treated as additional scope and billed at a rate of \$45 per hour subject to escalation included in Appendix E.

B.18.2 A police officer shall assess the site prior to a CH2M HILL employee performing weed abatement services on the property. If the police officer determines a police officer escort is necessary for performing the work shall be provided with an Ordinance Officer escort in performing all work on private property, or if requested by CH2M HILL, a police escort shall accompany the CH2M HILL employee to the site. The police escort shall assess the site prior to a CH2M HILL employee performing weed abatement services on the property, and shall remain with the CH2M Hill employee until all of the abatement work is completed.

B.18.3 CITY shall, to the fullest extent allowable by law, indemnify CH2M HILL.

B.19 MUNICIPAL AIRPORT FACILITIES MAINTENANCE

B.19.1 CH2M HILL shall perform grounds maintenance for the municipal airport, ~~described in Appendix D.7,~~ including snowplowing of the runway and taxiway, and in front of the FBO. CH2M HILL conducts mowing at the airport and weed abatement to the height specified by City Code of the grounds, and mowing the golf course grounds with the exception of properties leased now and in the future. ~~and~~ snow removal at the airport will be conducted in accordance with the FAA standards for annual airplane operations for over 10,000 and less than 40,000 in annual airplane operations, as set forth in the table below.

B.19.2 Additional services will be treated as additional scope and billed as follows subject to escalation included in Appendix E.

<u>Snow removal</u>	<u>\$45 per hour</u>
<u>Mowing/weed abatement</u>	<u>\$45 per hour</u>

Non labor costs will be billed to the Repairs budget.

TABLE 1-2 CLEARANCE TIMES FOR NON-COMMERCIAL SERVICE AIRPORTS

Annual Airplane Operations (includes cargo operations)	Clearance Time (hour)
40,000 or more	2
10,000 – but less than 40,000	3
6,000 – but less than 10,000	4
Less than 6,000	6
<i>General: Although not specifically defined, Non-Commercial Service Airports are airports that are not classified as Commercial Airports [see Table 1-1, general note]. Footnote 1: These airports may wish to have sufficient equipment to clear 1 inch (2.54 cm) of falling snow weighing up to 25 lb/ft³ (400 kg/m³) from Priority 1 areas within the recommended clearance times.</i>	

APPENDIX C - CAPACITY AND CHARACTERISTICS

C.1 CAPACITY AND CHARACTERISTICS OF WASTEWATER TREATMENT PLANT

C.1.1 Wastewater Treatment Plant Design Capacity is described as follows:

<u>Parameter</u>	Plant
Flow, million gallons/day	3.06
BOD ₅ , pounds per day	7400
TSS,poundsperday	6200
Daily Peaking Factor	2

All parameters shall be based on the design average dry weather flow with the Daily Peaking Factor being the multiplier applied to the design average dry weather flow.

C.1.2 In the event any one of the Project influent characteristics, suspended solids, BOD₅, or flow, exceeds the design parameters stated above, CH2M HILL shall return the plant effluent to the characteristics required by the NPDES Permit Number 63631, dated February 2, 2004, in accordance with the following schedule after Project influent characteristics return to within design parameters.

<u>Characteristics Exceeding Design Parameters By</u>	<u>Recovery Period Maximum</u>
10% or Less	5 days
Above 10% Less than 20%	10 days
20% and Above	30 days

Notwithstanding the above schedule, if the failure to meet effluent quality limitations is caused by the presence of Biologically Toxic Substances or the lack of Adequate Nutrients in the influent, then CH2M HILL will have a thirty (30) day recovery period after the influent is free from said substances or contains Adequate Nutrients.

C.1.3 CH2M HILL shall not be responsible for fines or legal action as a result of discharge violations within the period that influent exceeds design parameters, does not contain Adequate Nutrients, contains Biologically Toxic Substances, and the subsequent recovery period.

C.1.4 This Agreement is based on the following Project influent characteristics per current information provided by City:

<u>Parameter</u>	Plant
Flow, million gallons/day	1. 5772
BOD ₅ , pounds per day	2650 2585
TSS,poundsperday	2871 2685

C.2 RAW WATER QUALITY AND FINISHED WATER REQUIREMENTS OF WATER TREATMENT PLANT

C.2.1 The facilities shall be operated and maintained in accordance with all applicable federal, state and local regulations pertaining to water treatment, contaminant monitoring, and reporting. All analytical methods used to demonstrate compliance shall be in accordance with methods approved by the City and State Agencies, as applicable. In the event that a parameter does not have a method approved by State Agencies, methods approved by EPA as of the date hereof, as contained in the Disinfectants and Disinfection Byproducts Rule (as promulgated in the Federal Register on December 16, 1998), shall be used.

C.2.2 System Demand

CH2M HILL shall assume an average demand for water of 5.~~20~~60 mgd and a peak daily demand of 14 mgd, at the commencement of this Agreement. CH2M HILL acknowledges that the City has the right to demand up to 10.~~6~~94 mgd on any day and CH2M HILL shall undertake, as and when needed, the necessary arrangements to assure that sufficient personnel are available to satisfy additional demand overtime. Any change of five percent (5%) or more in the average demand for water as listed above, based on a twelve (12) month moving average, will constitute a Scope Change, and an appropriate adjustment of fee shall be negotiated.

C.2.3 CH2M HILL shall be responsible for meeting the water treatment performance standards established in Appendix B and C, but shall not be responsible for events outside the control of CH2M HILL, which include but are not limited to:

C.2.3.1 Materials or liquids contained in the raw water supply, which detrimentally affect the machinery, infrastructure or processes at the Project;

C.2.3.2 Raw water supply is insufficient to meet demand;

C.2.3.3 The demand for water exceeds the design capacity of the facilities specified in Appendix C;

C.2.3.4 Vandalism; and/or

C.2.3.5 Unforeseen Circumstances.

C.2.4 The estimated cost for services under this Agreement is based on an average production of 5.2 mgd. Any change of five percent (5%) in the average daily production based upon a twelve (12) month moving average will constitute a Scope Change.

APPENDIX D - LOCATION OF PROJECT

CH2MHILL agrees to provide the services necessary for the operation, maintenance, and management of the facilities described herein:

~~D.1 The grounds and facilities set forth in Appendix H – City Facilities.~~

D.1 All equipment, grounds, and facilities now existing within the current property boundaries ~~of or being used to operate City's Wastewater Treatment Plant located at:~~

D.1.1 City of Ontario, Oregon Wastewater Treatment Plant (WWTP), 2405 Malheur Drive, Ontario, Oregon and Skyline Farms, effluent disposal site, 4395 Heinz Boulevard, Malheur County, Oregon.

Malheur Farms-effluent disposal site, to the extent of the City's obligations as set forth in the Malheur Farm Agricultural Lease between the City and Sage Farms Doug Stipe, dated February 4, 2013 May 19, 2016.

Skyline Farms effluent disposal site to the extent of the City's obligations as set forth in the Skyline Farms Agricultural Lease between the City and Doug Stipe, dated May 19, 2016.

D.2 All equipment, grounds, and facilities now existing within the current property boundaries of or being used to operate City's Water Treatment and distribution system located at:

- Water Treatment Plant, 1900 SE 5th Avenue
- Eastside Reservoir – 2 reservoirs and pump stations Westside
- Reservoir and pump stations
- Bench Reservoir Canyon
- Pump Stations

D.3 Facilities and or Grounds (all located in the City of Ontario, OR)

- Airport: 581 SW 33rd St.
- Grounds on the west side of the airport less any properties leased to others.
- City Hall, 444 SW 4th Street, including 16 closed circuit television cameras
- City Hall Annex, 458 SW 3rd Street
- Fire Station at City, 444 SW 4th Street
- Police Department at City Hall, 444 SW 4th Street
- Police Department Annex, adjacent to City Hall
- Public Works Building, 1551 NW 9th Street
- Fire Station #2, 3200 SW 4th Ave.
- Evergreen Cemetery, 1155 Park Boulevard
- Lions Park Maintenance Shop, SW 4th Avenue
- Beck-Kiwanis Maintenance Shop, NW 8th Street
- Portion of Old City Shop occupied by City, 26 NE 3rd Ave.

D.4 Street Landscapes (all located in the City of Ontario, OR)

All streetscape areas receive the following services: maintenance of irrigation system, tree health, tree trimming, application of herbicides and other vegetation supplements, planting and replacing of trees as needed, and planter strip maintenance (includes trash and weed removal)

- East Idaho Avenue from Snake River (state line) to NE 2nd Street – Tree health maintenance is coordinated through agreement with Meadow Outdoor Advertising.
- Verde Drive, from NW 4th Ave to Hunter Lane
- NW Washington Avenue from N. Oregon to Yturri Boulevard

- NW Washington Avenue Downtown parking lots North Oregon Street
- SW 4th Street from SW 11th Avenue to SW 14th Avenue
- South Oregon Street, Idaho Avenue to SW 4th Avenue

D.5 Parks (all located in the City of Ontario, OR)

- Lanternman Park - SE 5th ST and SE 6th Ave, 3.29 acres
- Laxson Rotary Park – 311 NW 4th Ave, 2.02 acres
- Lions Park – SW 3rd Ave & SW 9th Street, 6.26 acres
- Lions Park – Aquatic Center, 790 SW 3rd Ave.
- Beck-Kiwanis Park- NW 8th Ave and NW 4th St, 30.06 acres
- Downtown Plaza/Moore Park Lease – SE 1st Ave & S. Oregon St, 0.22 acres
- Optimist Park – 111 N. Verde, 2.96 acres
- Railroad Depot Park – Depot Lane and SE 2nd Ave, 1.14 acres
- City Hall Park – 467 SW 3rd St, 0.17 acres
- Skate Board Park- SW 4th Ave and SW 7th St, 0.4 acres

D.6 Cemeteries (located in the City of Ontario, OR)

All cemeteries receive the following services: irrigation maintenance, mowing, trimming, and edging of lawns, trash pick-up, application of herbicides and other vegetation supplements planting and replacing trees as needed.

- Evergreen Cemetery, located at 1155 South Park Blvd, - 19.95 acres.
- Sunset Cemetery, located at 685 Sunset Drive, - 2.78 acres

~~All equipment, grounds, and facilities now existing within the current property boundaries of or being used to operate City's Water Treatment Plants located at:~~

~~Eastside Reservoir-2 reservoirs and pump stations-~~

~~Westside Reservoir and pump stations~~

~~Bench Reservoir-~~

~~Canyon Pump Stations~~

D.7 All equipment, grounds, and facilities now existing within the current service boundaries of the City's Sanitary Collection System and identified in City's sanitary collection system maps, inventory list, or other documents. The Sanitary Collection System includes all force mains, gravity sewers, manholes, and clean outs in the quantities described as follows:

78 Miles of Gravity Sewers and Force Mains

900 No. Manholes & Clean Outs

8 ~~8~~ Lift Stations

D.8 All equipment, grounds, and facilities now existing within the current service boundaries of the City's Storm Water Collection System and identified in City's sanitary collection system maps, inventory list, or other documents. The Storm Water Collection System includes all gravity sewers, manholes, and catch basins in the quantities described as follows:

56 Miles of Storm Drain Collection Pipelines

1,457 Catch Basins

D.9 All equipment, grounds, and facilities now existing within the current service boundaries of the City's

Water Distribution System and identified in City's distribution system maps, inventory list, or other documents. The Water Distribution System includes all:

96.5 Miles of Water Mains

645 No. Fire Hydrants

1714 Water valves

D.67 Ontario Municipal Airport at 581 SW 33rd St, Ontario, OR 97914 -
see appendix B.19 for maintenance requirements.

APPENDIX E - COMPENSATION AND PAYMENT

E.1 COMPENSATION

E.1.1 ~~City shall pay to CH2M HILL as compensation for services performed under this Agreement a Base Fee of Five Million Two Hundred Twenty Nine Thousand Five Hundred Seventy One Dollars (\$5,229,571) for the 2017-2018 contract year. Four Five Million Seven Nine Hundred Ninety Nine~~~~Thirty Eight Eighty Two Thousand One Hundred Eighty Eight Dollars~~~~Nine Four Hundred Fifty Eight Dollars (\$4,938,958~~~~4,799,415~~~~(\$5,082,188) for the 2015-2016~~~~2016-2017 contract~~~~one Year of this Agreement. Subsequent Years' base fees shall be determined as hereinafter specified in Appendix E.3 below~~City shall pay to CH2M HILL as compensation for services performed under this Agreement a Base Fee of —Five Million One Hundred Seventy Thousand Six Hundred Ninety-Three Dollars (\$5,170,693) . Subsequent Years' base fee shall be determined as hereinafter specified in Appendix E.3.

E.1.2 The Base Fee includes the following cost incurred for the direct or indirect benefit of the Project, including, but not limited to, expenditures for Project management labor, employee benefits, chemicals, lab supplies, repairs, repair parts, maintenance parts, safety supplies, gasoline, oil, equipment rental, legal and professional services, quality assurance, travel, office supplies, other supplies, uniforms, telephone, postage, utilities, tools, memberships and training supplies, subject to any limitations set forth in this Agreement.

E.1.2.1 The Base Fee includes the following costs which shall be paid for directly by the City and invoiced to CH2M HILL by the City:

E.1.2.1.1 Fuel for the Scope of Services Described in Appendix A. If additional services are requested by the City, the Parties agree to renegotiate the allocation of the excess fuel expenditures.

E.1.2.2 Oregon Department of Transportation Signal Maintenance Fees

- From time to time the City, in its sole discretion may determine that it is more cost effective, and may elect to use labor from a correctional facility, under an agreement the City maintains with the correctional facility, to perform certain landscape services that would ordinarily be performed by CH2M HILL under the terms of this Agreement. In the event that the City makes such election, City may invoice CH2M HILL for such services.

E.1.3 The services provided under this Agreement are based on reasonably expected overtime for normal breakdowns or services required after hours. Any additional expenses including straight or overtime wages caused by Unforeseen Circumstances will be billed to the City for reimbursement.

E.1.4 ~~If, at any time, during the first twelve months following the Commencement Date, (i) CH2M HILL discovers new information about the condition of the Project or facilities that materially differs from the information provided to or reasonably available to CH2M HILL prior to execution of this Agreement; and (ii) such information substantially impacts the ability of CH2M HILL to meet the performance objectives described herein or causes a material increase in the operating and maintenance costs incurred by CH2M HILL to meet such performance objective, CH2M HILL shall be entitled to equitable adjustment of each and every performance objective impacted by such new information and/or an equitable adjustment in the Base Fee.~~

- E.1.4 The total amount CH2M HILL shall be required to pay for Repairs shall not exceed the annual Repairs Limit of Five Hundred Thirty Five Thousand Dollars (\$535,000) during the period set forth in Article E.1.1 of this agreement. CH2M HILL shall provide City with a detailed invoice of Repairs over the annual Repairs Limit as approved by the City, and City shall pay CH2M HILL for all Repairs in excess of such limit. Any unexpended portion of the Repairs Limit at the termination of any one (1) Year shall be rebated to the City at the conclusion of the Contract Year.
- E.1.5 CH2M HILL shall give City notice when eighty percent (**80%**) of the Repairs Limit has been reached.
- E.1.6 In the event that the rates for electricity or price for any chemical increases by ten percent (10%) ~~percentage~~ Year over Year, City shall pay for any such electrical or chemical costs increases.
- E.2 E.1.7 City and CH2M HILL may agree to out of scope services performed under the terms of this Agreement. Any out of scope services shall be mutually agreed in writing. Compensation for the out of scope services will be invoiced to City in an amount equal to CH2M HILL's cost plus a reasonable markup negotiated by both Parties ~~fifteen percent (15%)~~. Invoices shall include a detailed breakdown of CH2M HILL's costs, including the hourly rates for the scope of services performed. The Parties, upon mutual agreement, may elect to pay out of scope cost as a Repair.

E.2 PAYMENT OF COMPENSATION

- E.2.1 One-twelfth (1/12) of the Base Fee for the current year shall be due and payable on the first of the month for each month that services are provided.
- E.2.2 All other compensation to CH2M HILL is due on receipt of CH2M HILL's invoice and payable within thirty (30) days.
- E.2.3 City shall pay interest at an annual rate equal to nine percent (9%) or such other percentage as may be allowed by statute, said amount of interest not to exceed any limitation provided by law, on payments not paid and received within thirty (30) calendar days, such interest being calculated from the due date of the payment.

E.3 BASE FEE ADJUSTMENT FORMULA

- E.3.1 Changes in the Base Fee shall be negotiated annually, ~~beginning May 1 by March 1~~, and Base Fee adjustments shall be negotiated using Direct Costs and Costs as the basis of adjustment of the Base Fee. City and CH2M HILL agree that good faith negotiations resulting in mutual agreement are the preferred methodology to be used to determine changes in the Base Fee. In the event that the City and CH2M HILL fail to agree, the Base Fee will be adjusted using the Base Fee Adjustment Formula listed in this Section E.3. Upon each contract year renegotiation, CH2M HILL shall continue to invoice the City at the previous amount until the new contract year price is agreed upon. Upon written agreement between the Parties as to the new contract year base fee, CH2M HILL shall issue an invoice retroactively adjusting the previous base fee amount.

$$ABF = BF \times (AF)$$

Where:

- BF = Base Fee specified in Section E.1.1
- ABF = Adjusted Base Fee
- AF = Adjustment Factor as determined by the formula:

$$AF = \frac{[(ECI) - 50 + ((CPI) - 50)] + 1.02(50\%ECI + 50\%CPI + 1\%)}{100}$$

Annual fee increase in any one year shall not exceed 5% or be less than 10%

- ECI = The twelve month percent change (from the ~~fourth~~^{third} quarter of the year prior to the fourth quarter of the prior year) in the Employment Cost Index for Total Compensation for Civilian Workers, not Seasonally adjusted as published by U.S. Department of Labor, Bureau of Labor Statistics in the Detailed Report Series ID: CIU1010000000000A.
- CPI = The twelve month percent change for the month of October(~~from December the prior year back to October prior to that of the year prior to the prior year to December of the year prior to the current year~~) in the Consumer Price Index for All Urban Consumers, Not Seasonally Adjusted as published by U.S. Department of Labor, Bureau of Labor Statistics in the CPI Detailed Report Series Id: CUUR000SA0.

APPENDIX F- PROJECT VEIDCLES AND EQUIPMENT

The Project includes all vehicles, rolling stock, and other equipment as follows:

EQUIP#	VEHICLE/EQUIPMENT	YEAR	MODEL	VIN/SERIAL#	LICENSE	FUEL	DEPT
001-DP	Drill Press	2013	354170	13020523			Street
012-08	Honda Water Pump (on #312)	2008	WX10K1AT	WAPJ1134995	-	2 Strk	Street
017-06	Honda Water Pump (on #444)	2006	WXI0KIAT	WATJ 1008449	-	2 Strk	Street
201-89	Kawasaki Pneumatic Roller	1989	KR20D	931	-	Diesel	Street
202-87	Ford Dump Truck	1987	L8000	1FDYK82A4HVA11904	EI 92121	Diesel	Street
203-96	Volvo 10 yd Dump Truck	1996	WG64	4V5JCBHE6TR849377	E243744	Diesel	Street
204-95	Chev 3500HD Flatbed Utility Truck	1995	3500	1GBKC34NXSJ110515	E195960	Unled	Street
205-99	Volvo 10 yd Dump Truck	1999	TKWG64	4VH CCGF7XN867791	E243743	Diesel	Street
206-11	Vibra Concrete Screed	2011	Vibra Strike 2	TH12844	-	-	Street
207-11	Multiquip Stinger	2011	CV-3	VD4520605	-	--	Street
208-90	Sander	1990				-	Street
210-91	Ford Bucket Truck	1991	FSD/F350	2FDLF47G9MCA14348	E218549	Unled	Street
212-07	Ford 1.5 ton Service Truck	2007	F450	1FDXF46Y77EB34921	E238570	Unled	Street
215-07	John Deere Backhoe	2007	EI OSJ	T0310SJ148918	-	Diesel	Street
216-02	Kent Hydraulic Breaker	2002	KF-9	F91801		--	Street
2239	Topcon Grade Laser		RL-H3CS	ZR3059		--	Street
223-97	John Deere Loader	1997	444H	DW444HX562382		Diesel	Street
224-76	Chev Asphalt Truck	1976	C65	CCE66V105132	E151968	UnLed	Street
225-00	Homelite Chain Saw		C-5	1414105	-	UnLed	Street
226-14	Ford F-150 Pickup	2014	F-150	IFTEXI EM8EKD82924	E260972	Unled	Street
227-13	Pavement Breaker	2013		1210209			Street
228-76	Ingersoll Rand Air Compressor	1976	P185WJP	2AUF327	-	Diesel	Street
229-08	Ingersoll Rand Air Compressor	2008	P185WJP	399748UCSD08	-	Diesel	Street
	with John Deere Engine		PE4024T	160878			
230-92	John Deere Grader	1992	7708	DW770BXS38459		Diesel	Street
231-00	Overbilt Tilt-Top Trailer	2000	TL	1Z9HD3422YOOS8297	E255223	-	Street
241-00	Stihi Chain Saw		OISAV			Unled	Street
242-04	Concrete/Asphalt Planer	2004	CPM8-9H	15167	-	Unled	Street
243.68	Ford Water Truck	1968	D34HF	F6DBRD4S602	E118994	Prop	Street
244-06	Elgin Eagle F Mechanical Sweeper	2006	Eagle Series	F2159D	E233515	Diesel	Street

EQUIP#	VEHICLE/EQUIPMENT	YEAR	MODEL	VIN/SERIAL#	LICENSE	FUEL	DEPT
	w/Sterling Sweeper Chassis	2006	SC8000	49HAADBVS6DV10958			
245-97	Neal Slurry Machine	1997				UnLed	Street
246-07	"Wacker" Plate Wacker	2007	WP1550W	6584720		-	Street
247-00	Jumping Jack Wacker		BS500	5182226	--	UnLed	Street
248-02	Elgin MV Whirlwind Sweeper	2002	SC8000	49HAADBVS320J48428	E221817	Diesel	Street
249-02	Ingersoll Rand Roller	2002	D34HF	171732	--	Diesel	Street
250-07	Ford 1.5 ton truck	2007	F450	1FDXF46YX7EA48017	E238553	Unled	Street
250-12	Message Board (on vehicle #250- 07)	2012	L020F4	L120308			Street
251-84	Tack (Asphalt) Trailer w/ 200 Gal Tank	1984	DIAS	1D9ESB23XE1004754	EI 54899		Street
252-05	JRB Sweepster Hydraulic Angle Brm	2005	D32C10RB03	1004-138922	-	-	Street
253-07	John Deere Utility Vehicle	2007	Gator	W006X4042660	E238576	Diesel	Street
254-85	Ford Dump Truck	1985	LS000	IFDYK80U8FVA48724	E199017	Diesel	Street
255-05	GID Skid Sprayer (60 gal)	2005	SL-61-44	11/05	-	Unled	Street
271-13	Honda Lawn Mower	2013	HRR21681/KA0i1 2	MZCG-8644277	-	Unled	Street
272-00	Sears 2400 Watt Generator		580.32697	1533953	-	Unled	Street
273-05	Graco 3900 Paint Machine	2005	Lineblazer IV	BA822	-	Unled	Street
274-88	Etnyre Slip-in Oiler	1988					Street
275-95	Wausau Snow Plow	1995	HSP4211H	62754	--	--	Street
276-85	16' Tilt Trailer Tandem Axle	1985	ASMLV	OR3378	E160131	-	Street
277-99	Lee-Boy Asphalt Paver	1999	LSSOOT	T1780	-	Diesel	Street
278-97	Snow Plow Root	1997	RT52PR1079	17459	-	-	Street
279-96	Snow Plow Viking	1996	1036ME	R65086	--	-	Street
280-09	Mag Chloride Tank & De-icing System	2009	AI 1035 Hyd 2L	11513	-	---	Street
281-00	2 Wheel Utility Trailer 3x4					-	Street
282-06	Atlas Copco Hydraulic Jack hammer	2006	28HE	252751	-	-	Street
283-06	Multiquip Concrete Mixer	2006	MC94-P	BJ753419	-	Unled	Street
284-02	Echo Power Blower	2002	Type 1-E	PB210E	--	Unled	Street
285-02	Husqvarna Chain Saw	2002	350		--	Unled	Street
286-07	Husqvarna Chain Saw	2007	350	070301883	-	Unled	Street
287-05	Airless Paint Sprayer - Graco	2005	5000	BA12067		Unled	Street
288-00	2 Wheel Utility Trailer 3x4						Street

EQUIP#	VEHICLE/EQUIPMENT	YEAR	MODEL	VIN/SERIAL#	LICENSE	FUEL	DEPT
289-01	Power Pruner Pole Saw (Echo)	2001	TT24	004655	-	Unled	Street
290-01	Monroe Slide-in Sander	2001		01-11-8964	-	-	Street
291-02	Monroe Hooklift/Sander	2002	3951204	455630308	-	-	Street
292-07	Partner K Hotsaw	2007	750	073100155	-	2 Strk	Street
293-10	Stihl Blower	2010	BG85	280993449	-	Unled	Street
294-84	Morbark Wood Chipper	1984	2000	932		Unled	Street
295-02	TrailmaxTiltbed Trailer- 6 Ton	2002	T-12-UT	1G9KS21262A065484	E224310	-	Street
296-SS	WH"Big Boy" Chip Spreader 14.5 ft	1986	WBHS	85033		Diesel	Street
297-QG	Cimline 230 Gal Melter (cracksealer)	2006	230DM/A	1C92M15256M119042		Diesel	Street
298-99	Hotsy Steam Washer	1999	550SS	C706010899		Diesel	Street
299-12	Stihl Hot Saw	2012	TS420	174960055			Street
89-1702	Henderson V Box Slide-in Sander	1989				-	Street
301-00	InterCamelCombinationClnr(6 yd)	2000	RV0013	1HTSDAAR4YH231998	E233516	Diesel	Ut Main
302-00	Wacker/Compactor		BS26Y			2 Strk	Ut Main
306-96	Ford 1/2 Ton 4x4 Pickup	1996	F150	1FTEF14N3TLB11595	E196790	Unled	Ut Main
310-02	Chev 3/4 Ton 4x4 Pickup	2002	2KU	1GBHK24102E284669	E224304	Diesel	Ut Main
312-03	Ford 1 Ton Pickup	2003	F350	1FDWF36523EA65759	E224322	Unled	Ut Main
313-02	Dodge Ram 1 ton flatbed	2002	3500	3B6MC36572M290562	E224318	Unled	Ut Main
314-03	John Deere Backhoe	2003	310SG	T0310SG910401	-	Diesel	Ut Main
321-02	Volvo Hooklift Truck	2002	VHD	4V5KC9GF43N338751	E224323	Diesel	Ut Main
322-02	Crystal Hooklift Dump Body	2002				--	Ut Main
323-02	Hooklift 3500 Gal Water Tank	2002				-	Ut Main
326-03	Ford 4x4 Pickup	2003	F250	1FTNX21L13EA65761	E224321	Unled	Ut Main
329-00	16' Trailer	0				-	Ut Main
330-05	Partner K3600 Hydraulic Saw	2005		968 42-21-00	-	-	Ut Main
331-05	Honda Generator	2005	EN2500	EZFS-1111561	-	Unled	Ut Main
335-94	Trash Pump Wacker PT3A	1994	6729			Unled	Ut Main
336-94	Trash Pump Wacker PT3A	1994	6729			Unled	Ut Main
337-00	Grindex Sub 3" Pump			1716			Ut Main
338-95	Wacker Diaphragm Pump 3" to 1.5"	1995				Unled	Ut Main
339-87	Briggs Pressure Pump	1987	130252			Unled	Ut Main
340-12	Husqvarna Hydraulic Power Pack	2012	pp418	1297316001	-	Unled	Ut Main

EQUIP#	VEHICLE/EQUIPMENT	YEAR	MODEL	VIN/SERIAL#	LICENSE	FUEL	DEPT
354-10	Int'l Combination Clnr w/ Jet Rodder	2010	7500	1H1'NPAZT6AJ242671	E247920	Diesel	Ut Main
355-02	Ford Flatbed Truck	2002	F450	1FDXF46S82EC81737	E221820	UnLed	Ut Main
370-74	Chev TV Van	1974	C30	F18101733	E132384	UnLed	Ut Main
378-00	Homelite Generator - 5500 Watts		180R62			Unled	Ut Main
379-07	Partner K Hotsaw	2007	750	072801761	-	2 Strk	Ut Main
382-10	Pacific Tek Valve Exerciser	2010	PT13-LR	0132202	E260952		Ut Main
383-07	Partner K Hotsaw	2007	750	073100123	-	2Strk	Ut Main
384-12	Stihl Hot Saw	2012	TS420	174786223	-		UtMain
385-00	Fairmont Hydraulic paving Jack Hamr					-	Ut Main
386-91	Stanley Hydraulic Breaker (Ackley)	1991	BR72	947		-	Ut Main
387-91	Stanley Pogo Stick Hydraulic	1991				-	Ut Main
388-02	Meyers Snowplow	2002	STP7.S	09244		--	Street
389-03	Honda Generator	2003	EB3500	EA631473SO		Unled	UtMain
390-00	Kohler Generator	2000	60REOXJ	685517	E221805	Diesel	Ut Main
391-00	Aux Cat Generator (NW 8th Ave)		3406B			Diesel	Ut Main
392-00	Target Concrete Saw			297211		Unled	UtMain
393-00	Milwauki Core Drill			798C199321648		-	Ut Main
394-12	Manco Generator (15000 longrun)	2012	LR160V	11230061		Unled	Ut Main
395-00	AC Snap Cutter			5760929			Ut Main
396-00	Kohler Generator		60RE02J	0685518	-	Diesel	Ut Main
397-03	NPK Hoe Compactor	2001	C4C	IN2215		-	Ut Main
398-02	Target Econoline II Asphalt Saw	2002		377238		Unled	Ut Main
399-00	Grundomat Underground Boring Tool					-	Ut Main
418-57	Clark Forklift	1957	Y150-CPS	711591QU199RS		Unled	Ut Main
425-02	Ford Ranger	2002	SC4CRA	1FTYR45E12PA35712	E218547	Unled	PWAd.
429-95	Fontaine Cross Conveyer (for #214)	1995	1220	9016		-	Ut Main
444-02	Ford Ranger 4WD Pickup	2002	4CRNS	1FTYR45E12PA31918	E218545	Unled	Ut Main
477-86	Miller AC/DC Arc Welder/Gen	1986	AEAD-200LE	JF872485		UnLed	Ut Main
480-13	Port-A-Cool (48" Two Speed)	2013	PAC2K482S	346546-13	--		UT/Strt
492-94	Hotsy Steam Washer	1994	550-B	C21659-0394		Diesel	Ut Main
2414	White Une Insrument	2008	LT8300P	8871-E505841	--		Ut Main
2415	Leica Pipe Laser	2008	P200-01337	0058	--	-	Ut Main

EQUIP#	VEHICLE/EQUIPMENT	YEAR	MODEL	VIN/SERIAL#	LICENSE	FUEL	DEPT
?	Trailer - Flatbed	2000		1B9GF0827YB396020	E221804	-	Ut Main
	<i>(formerly used for 396 Generator)</i>						
317-02	Ford Ranger 4WD Pickup	2002	RNS	1FTYR45EX2PA31917	E218544	UnLed	JerryE
400	35 Gal Spray Tank/Bars for Boat 402						WTP
407	Bush Hog Flail Mower		FX78	1100006			WWTP
408	Homelite Hedge Trimmer		HT-19	HN3281026			WTP
410	Grindex Sub 3" Pump			870			WTP
411	Ford 1/2 Ton PU w/ Extended cab	1994	FISO	1FTEX15H3RKB57531	E192105	UnLed	FacMai
412	Peluse Aux Blower		1375B	2225			WTP
413	John Deere Tractor	1995	6200	L06200VI36341		Diesel	WWTP
414-03	John Deere 4x4 Cart	2003	Gator	W006X4XD033922	E186998	Diesel	WWTP
415	Ford 1/2 Ton Pickup	1994	FISO	1ITTF15N6RLB66307	E192122	UnLed	WWTP
417-06	Ford 1 ton 4x4 Pickup	2006	F350 XL	1FDSF35P16EC53818	E235728	Diesel	WWTP
419	Meyers Snow Plow		STP7.5	09244			WTP
420-93	Ford Explorer	1993	EPR-UT	1FMDU34X4PUC72189	E188380	UnLed	Rec
421	Stihl Weed Eater		FS81	19672729			WTP
422	Weed Eater		657	92691312			WTP
423	13' Massey-Ferguson Disk		52	1127012861			WWTP
424	Rhino 9' Blade						WWTP
427-03	Ford 4x4 Pickup	2004	F250	1FTNX21LX3EA65760	E224319	UnLed	Tee
428	John Deere Front End Loader for #413	1995	640				WWTP
430-11	Chrysler 200	2011	200	IC3BC1FB0BN626382			IW_Ah
431-07	Chevy Malibu	2007	LS	1G1ZS57F27F227022	E238575	UnLed	Ad pin
432-06	Ford Taurus	2006	SE	1FAHP534X6A161216	E256768	UnLed	Admin
434	Dodge 1- Ton Truck	1998	350	3B6MP366WM270665	E206814	Diesel	WWTP
458-03	Chev Duramax 3/4 Ton Pickup (4x4)	2003	2KH	1GCHK24173E131851	E224316	Diesel	WWTP
459-91	International Recreation Bus	1991	380	1HVBBNENOMH329383	E224328	Diesel	Rec
480	Honda Electric Start Generator		EM3500SX				
483	Chlorine Trailer						WWTP
484	Stihl Chain Saw		177AU2.5				
485	Western Land Roller EarthMoving Blade			5430			
487	Sitrex Mower						

EQUIP#	VEHICLE/EQUIPMENT	YEAR	MODEL	VIN/SERIAL#	LICENSE	FUEL	DEPT
488	Cat Nat Gas Pump Aux 3306 (eastside)		ARN7N43156	07Y03696			
489	Cummins Water Tank		AuxP.M.	10948466		Diesel	
490	Electro Magic Pressure Washer						
491	Weed Burner on Trailer #329 (320ga1)					Prop	
493-01	Dodge Ram 3/4 Ton Pickup 4x4	2001	250	3B7KF262411111530771	E213945	Unled	WTP
494-02	Ford Ranger	2002	RNG	1FTYR10UX2PB10002	E221813	Unled	WTP
495-92	Hyster Forklift	1992	H155XL	F6G6216M			WTP
499	Super E case Backhoe	1985	580E	9078550	E154896	Diesel	WWTP
316-89	Ford Ranger Pickup	1989		1FTCR10AXKUB83260	E169198	Unled(	Airport

APPENDIX G - 30-DAY CHEMICAL INVENTORY

Chemical

Units

Wastewater Plant

Chemical

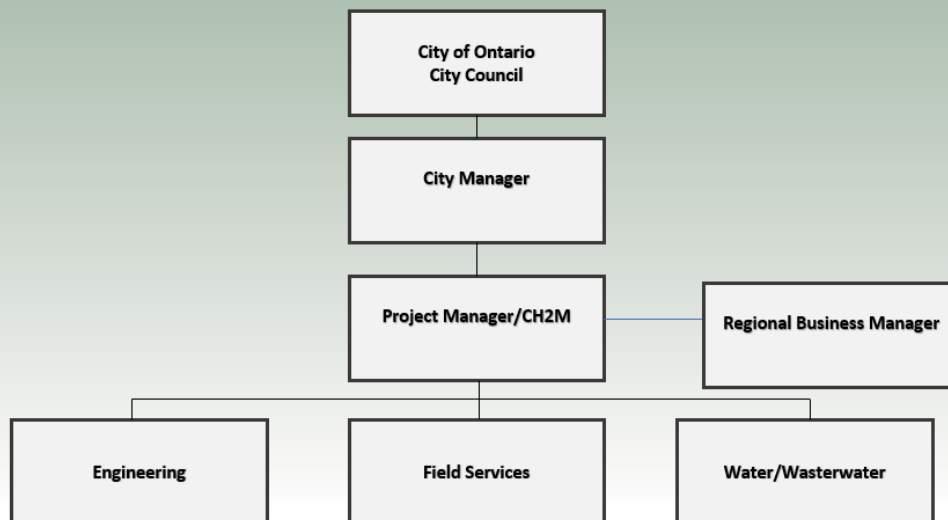
Units

Water Plant

Ninety (90) calendar days after CH2MHILL has been operating the WW Plant and the WT Plant, the Parties will prepare a mutually acceptable Memorandum of Understanding to this Agreement, listing out the amounts of Chemical Inventory that is agreed upon thirty (30) day Chemical Inventory for this Agreement.

APPENDIX H- ~~CITY FACILITIES~~ORGANIZATIONAL CHART

CITY OF ONTARIO / CH2M – ORGANIZATIONAL CHART



~~H.1——Facilities [Needs addressed]~~

~~581 SW 33rd St, Ontario, OR 97914 (Custodial Services Only)~~

~~1345 Golf Course Road, Ontario, OR 97914~~

~~City Hall, including 16 closed circuit television cameras-~~

~~City Hall Annex~~

~~Fire Station at City-~~

~~all Police Department Annex-~~

~~Public Works Building~~

~~Golf Course Building, including 7 closed circuit television cameras-~~

~~Fire Station #2~~

~~Evergreen Cemetery~~

~~Lions Park Maintenance Shop-~~

~~Beek-Kiwanis Maintenance Shop~~

~~Portion of Old City Shop occupied by City~~

~~Malheur Farm Agricultural Lease, between the City and Sage Farms, dated February 4, 2013, subject to the City's obligations as set forth therein.~~

~~H.2——Street Landscapes [need cross street boundaries]-~~

~~East Idaho Avenue~~

~~Verde Drive~~

~~NW Washington Avenue Downtown parking lots North Oregon Street~~

~~SW 4th Street South Oregon Street~~

~~H3——Parks [Need addresses]~~

~~Eastside Park—3.29 acres~~

~~Picnic shelters~~

~~Playground equipment~~

~~Basketball court~~

~~Picnic tables~~

~~Underground sprinkler system (well service)~~

~~Laxson Rotary Park—2.02 acres Picnic shelter~~
~~Playground equipment~~
~~Picnic tables~~
~~Underground sprinkler system (well service)~~
~~Lions Park—6.26 acres o———3 Picnic shelters~~
~~Restrooms~~
~~Playground equipment~~
~~Picnic tables~~
~~Underground sprinkler system (well service)~~
~~Beek-Kiwanis Park—30.06 acres o———2 Picnic shelters~~
~~Restrooms~~
~~Playground equipment~~
~~Picnic tables~~
~~Pond~~
~~Tennis Courts~~
~~Little League ball field~~
~~Downtown Plaza/Moore Park Lease—0.22 acres o———Picnic tables~~
~~Optimist Park—2.96 acres o———Picnic tables~~
~~Soccer/football field~~
~~Railroad Depot Park—1.14 acres o———Picnic tables~~
~~City Hall Park—0.17 acres~~
~~Skate Board Park—0.4 acres~~
~~Steel skate structures on concrete slab~~
~~Landscaping—shrubs and ground cover~~
~~Cemeteries~~
~~Evergreen Cemetery, located at 1155 South Park Blvd, Ontario, OR 97914—19.95 acres.~~
~~Sunset Cemetery, located at 685 Sunset Drive, Ontario, OR 97914—2.78 acres~~



**AGENDA REPORT
NEW BUSINESS
September 6, 2018**

To: Mayor and City Council

FROM: Adam J. Brown, City Manager

THROUGH: Adam J. Brown, City Manager

SUBJECT: **BID AWARD: SNOW REMOVAL EQUIPMENT PURCHASE FOR ONTARIO MUNICIPAL AIRPORT**

DATE: September 4, 2018

PROPOSED MOTION:

I MOVE THAT THE CITY COUNCIL AWARD THE BID FOR SNOW REMOVAL EMERGENCY EQUIPMENT TO PAPE MACHINERY FOR THE COST OF \$87,103.60.

SUMMARY:

Snow Removal Equipment for the Ontario Municipal Airport was budgeted this year. Bids were advertised and opened on September 4, 2018.

BACKGROUND:

The City budgeted \$30,000 to purchase new equipment for snow removal and general upkeep of the airport grounds. After searching during the Fiscal Year 2017-2018, staff could not find the equipment needed at that price point. The city was not looking for a new piece of equipment. Staff was looking for a used piece of equipment.

The Budget Committee and Council authorized \$90,000 in this current year to find equipment to sustain a safely operating airport. The desire was to have a loader, with snow blower, snow pusher, and broom to meet the basic needs of the airport.

CURRENT SITUATION:

An invitation to bid was released on August 23, 2018 and advertised in the Argus Observer. The bid opening was conducted on September 9, 2018 at 9 am.

One bid was received from Pape Machinery. The equipment offered was a 2017 John Deere 244k-II Four Wheel Drive Loader. The equipment came with a snow blower, snow pusher, and broom. It has a Quik Tatch Coupler and electrical attachment control Kit.

ANALYSIS:

- A. **FINANCIAL** The budget for all of the equipment was set at \$90,000. The bid received by Pape Machinery was for \$87,103.60.
- B. **TIMING** The seller's bid is only good until September 15, 2018. The Council must act now or the bidder may sell the equipment to another buyer.
- C. **POLICY/LEGAL** The City Council must approve this purchase as per city policy.

ALTERNATIVES:

Take No Action - If the City Council chooses not to award this bid by taking no action, the Airport Manager can now negotiate with other vendors since the item was bid publicly.

RECOMMENDATION:

City staff recommends awarding the bid for snow removal equipment to Pape Machinery for the cost of \$87,103.60

ATTACHMENTS:

- 1. IFB_Vendors_heavy maintenance equipment bid number 08-2018-01_8 23 2018
- 2. Bid_Ontario_Pape Machinery_9 4 2018
- 3. BidTab_Ontario_Heavy Equipment Bid_9 4 2018



City of Ontario

444 SW 4th St.
Ontario, OR 97914

Bid Number: 08-2018-01

Invitation for Bid

Bid for Heavy Equipment to Service the Ontario Municipal Airport

PROPOSAL INFORMATION

Proposal Title:..... Heavy Equipment for the Ontario Municipal Airport
Soliciting Department: City Manager's Office
Proposal Number: 08-2018-01
Proposal Issue Date: August 23, 2018
Proposal Due Date:..... September 4, 2018
Proposal Due Date Time: 9:00 am
Proposal Opening Location: City Council Chamber
Sealed Bids are to be delivered to: Adam J. Brown
444 SW 4th Street
Ontario, OR 9714

Or electronically to adam.brown@ontariooregon.org

PURPOSE

The purpose of this request is to entertain bids for heavy equipment to service the Ontario Municipal Airport.

BACKGROUND:

The City of Ontario needs equipment to maintain the grounds at the Ontario Municipal Airport. The equipment desired is a used piece of heavy equipment with multiple attachments for various uses.

PROPOSAL SPECIFICATIONS:

Definitions and Abbreviations:

Property – Defined as tax lot number 18S47E0704100 known by name as Ontario Municipal Airport.

FAA - Federal Aviation Administration

City – The City of Ontario

Issuing office: Office of the City Manager

Adam J. Brown
444 SW 4th St.
Ontario, OR 97914
541-881-3223

Bid Scope:

Minimum 70 hp wheel loader within 4 years old; Hydrostatic Transmission; Quick Attach capability. To be used on the Property of the Ontario Municipal Airport.

Attachments Including:

- Bucket - minimum 1.4 cubic yards
- Snow Blower
- Snow Pusher
- Pick-up Broom
- Quick Attach Coupler
- Electrical Attachment Control

Authority: This contract is solicited under the authority of the City of Ontario in compliance with the laws of the State of Oregon including the statutorily required provisions in ORS 279B.220, 279B.230 and 279B.235

Ownership and Availability of data: The proposals will be public documents.

Applicable Law: The solicitation and any resulting contract shall be governed in all aspects by the laws of the State of Oregon. All entities both public and private shall comply with applicable Federal, State, and local laws and regulations.

Ethics in Contracting: By submitting their proposals, proprietors certify that their proposals are made without collusion or fraud and they have not offered or received any kickbacks or enticements from any other offer, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, or services.

Ownership of Proposal Documents: All proposals and other materials submitted will become the property of the City of Ontario. Failure to complete the bid documents as outlined may deem the bid non-responsive.

Indemnity: The Proposer will indemnify, hold harmless and exempt the City, its officers, agents, servants, and employees from and against any and all suits, actions, legal proceedings,

claims demands, damages, cost, expenses, and attorney fees incident to any work done in the performance of the contract. The Proposer will not be liable for any claims, demands, damages, cost, expenses or attorney fees arising out of an act or omission on the part of the City, its officers, agents, servants, and employees.

Reserved Rights: The City of Ontario reserves the right to reject any and all bids and waive any informality. The City of Ontario also reserves the right to select the lowest and/or best bidder as determined by the City in its sole discretion.

Termination of Agreement:

Cancellation of the contract by the City may be for:

- a. Default by the contractor
- b. Lack of financing

Default is defined as the failure of the contractor to fulfill the obligations of their quotation or contract. In the case of default by the contractor, the City may cancel the contract immediately and procure the articles or services from another source and hold the contractor responsible for any excess costs occasioned thereby.

In the event that the City no longer needs the service or commodity specified in the contract due to relocation of offices, or lack of funding, the City may cancel the contract by giving 30 day notice of cancellation without penalty or fine.

Payment: Payments for equipment shall be paid by the City within 30 days of delivery.

PROPOSAL INSTRUCTIONS

All proposals must be sealed and addressed to the Ontario City Manager. Proposals must include an original and 3 copies and be received by the proposal date and time to be considered. Proposals must address the following information.

Proposal: Equipment proposed to meet the specifications outlined above.

Bid: Please provide total cost for package of equipment with attachments.

Signed Bid Acknowledgement Form: Sign in ink or digital signature

Alternatives may be presented to the Ontario City Council, at the discretion of the City Manager, prior to a recommendation being made by city staff. The proprietor may be asked to meet with city staff to discuss the proposal and negotiate the terms of the contract. A contract will be reviewed by the City of Ontario counsel.

Acknowledgement

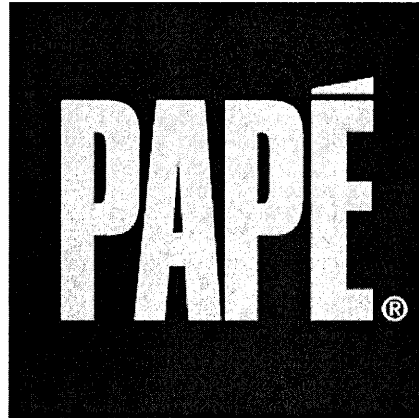
Agreement: I, _____, representing _____ certify that I offer to furnish materials or services in strict accordance with the requirements of this bid including terms and conditions listed in the bid specifications. I certify that the prices quoted are correct and he/she agrees that this proposal is valid for a period of 30 days from due date noted above.

Authorized Signature (In Ink) _____ Title _____
(or digitally signed)

Date Signed _____

Quote Id: 17949992

Prepared For:
ONTARIO MUNICIPAL AIRPORT-ONO



MACHINERY

Prepared By: **SAM DUNLAP**

Pape Machinery, Inc.
20434 Ne Cady Way
Bend, OR 97701

Tel: 541-389-5869
Fax: 541-389-5081
Email: sdunlap@papemachinery.com

Offer Expires: 15 September 2018

Confidential

Quote Summary

Prepared For:

ONTARIO MUNICIPAL AIRPORT-ONO
581 Sw 33rd St
Ontario, OR 97914
Business: 541-881-8848

Prepared By:

SAM DUNLAP
Pape Machinery, Inc.
20434 Ne Cady Way
Bend, OR 97701
Phone: 541-389-5869
sdunlap@papemachinery.com

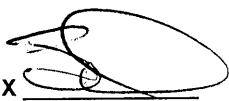
Quote Id: 17949992

Last Modified On: 20 August 2018
Expiration Date: 15 September 2018

Equipment Summary	Qty	Extended
2017 JOHN DEERE 244K-II FOUR WHEEL DRIVE LOADER - ✓ 1LU244KTCZB045851	1	
JOHN DEERE SB84 SNOW ✓ BLOWER	1	
JOHN DEERE SP10B Snow Pusher ✓	1	
JOHN DEERE BR84 RIGID PICK-UP ✓ BROOM	1	
ISO Adapter to Quik Tatch Coupler ✓	1	
Electrical Attachment Control Kit ✓	1	
Equipment Total		\$ 87,103.60

Quote Summary

Equipment Total	\$ 87,103.60
Doc Fee	\$ 0.00
Rental Services Fee	\$ 0.00
Federal Excise Tax	\$ 0.00
Licensing Fee	\$ 0.00
CA Tire Recycling Fee	\$ 0.00
SubTotal	\$ 87,103.60
Total	\$ 87,103.60
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	\$ 87,103.60

Salesperson : X 

Accepted By : X _____

Selling Equipment

Quote Id: 17949992

Customer: ONTARIO MUNICIPAL AIRPORT-ONO

2017 JOHN DEERE 244K-II FOUR WHEEL DRIVE LOADER - 1LU244KTCZB045851

Hours: 89

Stock Number: ZB045851

Code	Description	Qty
0AM0T	244K-II COMPACT LOADER	1

Standard Options - Per Unit

0924	EPA FT4 ENGINE	1
2840	3 SPOOL VALVE (ISO COUPLER)	1
3010	WITH RIDE CONTROL	1
4025	365/70R18EM MITAS 146A2/135B	1
8555	BKT, 1.0YD GP - PM104161	1
9200	FORK FRAME W/FORKS - PM104162	1

Original Factory Build Codes

Code	Description
0924	EPA FT4 ENGINE
2840	3 SPOOL VALVE (ISO COUPLER)
3010	WITH RIDE CONTROL
4025	365/70R18EM MITAS 146A2/135B
8555	BUCKET, .8CU M
9200	FORK FRAME W/FORKS

JOHN DEERE SB84 SNOW BLOWER

Hours:

Stock Number:

Code	Description	Qty
9590T	WORKSITE PRO SB84 SNOW BLOWER - STANDARD FLOW	1

Other Charges

Freight	1
Setup	1

Selling Equipment

Quote Id: 17949992

Customer: ONTARIO MUNICIPAL AIRPORT-ONO

JOHN DEERE SP10B Snow Pusher

Hours:

Stock Number:

Code	Description	Qty
8360T	SP10B Snow Pusher	1

Other Charges

Setup	1
-------	---

JOHN DEERE BR84 RIGID PICK-UP BROOM

Hours:

Stock Number:

Code	Description	Qty
1530T	BR84 RIGID PICK-UP BROOM	1

ISO Adapter to Quik Tatch Coupler

Hours:

Stock Number:

Code	Description	Qty
AT357576	ISO Adapter to Quik Tatch Coupler	1

Electrical Attachment Control Kit

Hours:

Stock Number:

Code	Description	Qty
AT390659	Electrical Attachment Control Kit	1



Selling Equipment



Quote Id: 17949992

Customer: ONTARIO MUNICIPAL AIRPORT-ONO

TERMS AND CONDITIONS OF SALE

TERMS AND CONDITIONS OF SALE: Sales Orders are based on the terms and conditions stated herein. Unless otherwise provided on the face hereof, offers are good for acceptance for a period of 30 days from the date hereof. An order by the Buyer shall constitute an acceptance of the terms and conditions herein proposed. If, and only if, no offer of sale is issued by Seller, then the invoice shall be deemed: an acceptance of the Buyer's order; a written confirmation; and a final, complete, and exclusive written expression of the agreement between Seller and Buyer. Buyer is hereby notified that additional or different terms from those contained herein are objectionable.

1. Taxes. Buyer shall pay all local, state, and federal taxes arising from or related to any sale or lease to which this document relates, except for taxes upon or measured by net income of Seller.

2. Delivery. Stated or promised delivery dates are estimates only based upon Seller's best judgment and Seller shall not be responsible for deliveries later than promised regardless of the cause. Delivery periods are projected from the date of receipt of any order by Seller, but if equipment to be furnished by Seller is to be manufactured specifically to fill a particular order, delivery periods will be projected from the date of Seller's receipt of complete manufacturing information. If the furnishing of equipment on orders accepted by Seller is hindered or prevented by public authority or by the existence of war or other contingencies, including, but not limited to, shortage of materials, fires, labor difficulties, accidents, delays in manufacture or transportation, acts of God, embargoes, inability to ship, inability to insure against war risks or substantially increased prices or freight rates, or other causes beyond Seller's control, the obligation to fill or complete such orders shall be excused by Seller's option.

3. Transportation and Claims. Prices quoted are net F.O.B. point designated in writing by Seller. When no F.O.B. point is designated in writing by Seller, prices for new equipment shall be deemed to be net F.O.B. point of manufacture and prices for all other equipment shall be deemed to be F.O.B. Seller's place of business at which the order for the equipment is accepted. When transportation is allowed, the price charged will be adjusted to reflect the lowest transportation rates in effect at the time of shipment even though such rates may differ from those quoted by Seller. Seller's responsibility for the equipment shall cease and all risk of loss shall become the Buyer's upon delivery of the equipment to the first carrier for shipment to the Buyer or his consignee, even though such delivery shall be made prior to the arrival of the equipment at the F.O.B. point designated, and any and all claims for shortages, deliveries, damages or non-delivery must be made by the Buyer or his consignee to the carrier. Seller shall in no event be responsible for shortages in shipments unless notice of such shortage is given in writing to Seller within 15 days after receipt of shipment.

4. Payment and Security. Buyer agrees to pay in full for the equipment at time of delivery. Buyer agrees to pay the late charge on any past due balance at the rate of 18% per annum. The signator warrants that he/she has authority to execute this order on behalf of any party for whom he/she signs, and that such party has the power to enter into this agreement and perform its terms. As security for all of Buyer's obligations to Seller, Buyer grants to Seller a security interest in the equipment and authorizes Seller to file all documents necessary to perfect Seller's security interest. The security interest granted hereunder is in addition to any other rights available to Seller, and Seller shall have all of the rights and remedies available to a secured party under the Uniform Commercial Code, all of which are cumulative. Throughout the duration of Seller's security interest, Buyer shall keep the equipment fully insured against theft and loss or damage by fire and other casualty as Seller may from time to time require in accordance with such terms as Seller may require.

5. Buyer to Furnish. Performance by Seller is subject to the Buyer furnishing a satisfactory credit rating certificate, letter of credit, evidence of financing, or any other similar papers necessary for the satisfactory completion of such order.

6. Laws Governing. All orders will be governed by the laws of the State of Oregon.

7. Assignment. The right to any monies due or to become due hereunder may be assigned by Seller, and Buyer, upon receiving notice of such assignment, shall make payment as directed.

8. Limitations of Warranties. If "NEW" warranty is indicated on the reverse side or if new equipment is purchased hereunder, all warranties are strictly given only by the manufacturer. Copies of manufacturer's warranty can be obtained from Seller. If "USED" warranty is indicated on the reverse side, Seller hereby warrants to Buyer that the equipment or components thereof designated on the reverse side, shall be free under normal use and service from defects in material and workmanship for the period shown, commencing on the date of delivery. Buyer's exclusive remedy for breach of the limited warranty shall be the repair or replacement of the warranted equipment without charge to Buyer when returned at Buyer's expense to the Seller's facility where the equipment was purchased, with proof of purchase. Buyer must give notice of any warranty claim not later than 7 days after the expiration of the warranty period and must return the equipment to Seller for repair or replacement no later than 30 days after expiration of the warranty period. Any action against Seller for breach of the limited warranty must be commenced within one year after the date of delivery of the equipment. Seller's warranty does not extend to any defect, claim, or damage attributable to the failure to operate and/or maintain the equipment in accordance with the manufacturer's specifications, or due to the failure to operate or maintain the equipment in accordance with any recommendations of Seller. If "AS IS" is indicated on the reverse side, no warranty of any kind is being given and the equipment is being sold with all faults. THE WARRANTIES IN THIS PARAGRAPH AND ON THE REVERSE SIDE ARE THE EXCLUSIVE WARRANTIES GIVEN BY SELLER AND SUPERSEDE ANY PRIOR, CONTRARY, OR ADDITIONAL REPRESENTATIONS, WHETHER ORAL OR WRITTEN. SELLER HEREBY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ANY IMPLIED WARRANTIES OTHERWISE ARISING FROM COURSE OF DEALING OR USAGE OF TRADE. SELLER SHALL NOT BE LIABLE FOR ANY LOSS, INJURY, OR DAMAGE TO PERSONS OR PROPERTY RESULTING FROM THE FAILURE OR DEFECTIVE OPERATION OF THE EQUIPMENT; NOR WILL SELLER BE LIABLE FOR DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND SUSTAINED FROM ANY CAUSE. This exclusion applies regardless of whether such damages are sought for breach of warranty, breach of contract, negligence, or strict liability in tort or under any other legal theory.

9. Rental Purchase Option. If rental purchase option (RPO) is granted in any addendum, the purchase price shall be tendered to Seller coincidentally with the exercise of the purchase option provided that Buyer is not then in default in performing all of the terms and conditions of lease with Seller.

10. Notice. This paragraph shall serve as notice that The Papé Group, Inc. has assigned its rights to sell its rental equipment (as may be described in this sales order) and its rights to sales proceeds (including "trade-in assets" related thereto) to North Star Deferred Exchange as part of an IRC Sec. 1031 exchange.

11. Attorneys Fees. In the event suit or action is instituted against Buyer on account of or in connection with or based upon the terms hereof, the Buyer agrees to pay, in addition to the costs and disbursements provided by law, such sum as the court may adjudge reasonable attorney's fees in both the trial and appellate courts, or in connection with any bankruptcy proceeding.

12. Entire Agreement. The foregoing and any addendum shall constitute the complete and exclusive agreement between the parties, and it is expressly understood and agreed that no promises, provisions, terms, warranties, conditions, guarantees, or obligations whatsoever, either expressed or implied, other than as herein set forth or provided for shall be binding on either party. Each party may transmit its signature by facsimile to the other party and such facsimile signatures shall have the same force and effect as an original signature.

CITY OF ONTARIO, OREGON
 BID TABULATION SHEET

City Manager's Office

City Hall
 PHONE: 541-881-3223
 FAX: 541-889-7121

Project Name: Heavy EuiPMENT to Service Ontario Municipal
 Airport

Bid Number #08-2018-01

BIDS RECEIVED DATE: August 23, 2018

TIME: 9:00 am

BIDS OPENED DATE: September 4, 2018

TIME: 9:00 am

BIDDER	Minimum 70 hp wheel loader within 4 years old	Bucket	Snow Blower	Snow Pusher	Pick-up Broom	Quick Attach Coupler	Electrical Attachment Control	TOTAL BASE BID	INCLUDES ACKNOWLEDGEMENT FORM (Y) OR (N)	NOTES
Pape Machinery (Bend, Oregon)	Yes	Yes	Yes	Yes	Yes	Yes	Yes	\$87,103.60	Y	

CONTRACT ADMINISTRATOR: Adam Brown
 WITNESS: Peter Hall
 REQUESTOR: Airport

THE ABOVE IS AN EXACT TABULATION OF THE
 BIDS RECEIVED
 [Signature]
 Certifying Officer
 [Signature]
 Witness
 9-4-18
 DATE

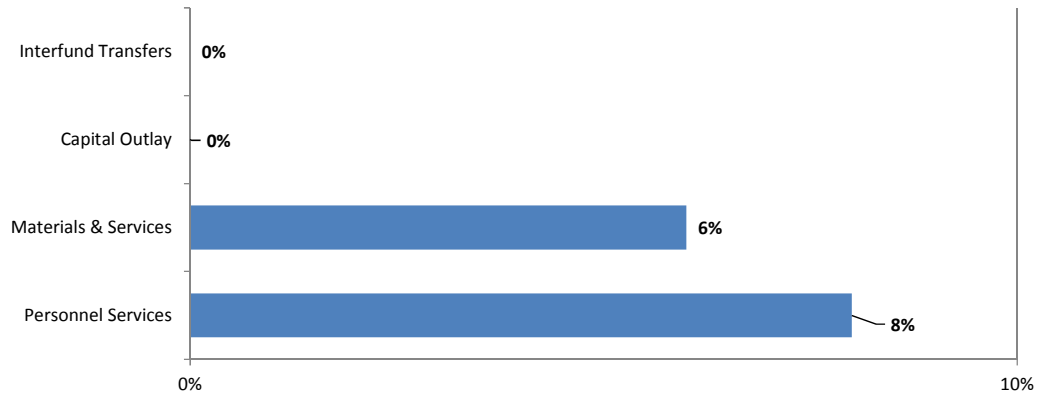
AUTHORIZATION TO AWARD
 ADEQUATE FUNDING HAS BEEN VERIFIED AND A COPY OF THE
 APPROVED BID HAS BEEN ATTACHED
 PROCEED WITH AWARD OF THE CONTRACT TO THE LOW BIDDER:
 IN THE AMOUNT OF \$ 87,103.60
 [Signature]
 SIGNATURE
 TITLE City Manager DATE 9/4/18

**CITY OF ONTARIO
GENERAL FUND - DEPARTMENT EXPENSE
FOR THE PERIOD ENDED
JULY 31, 2018**

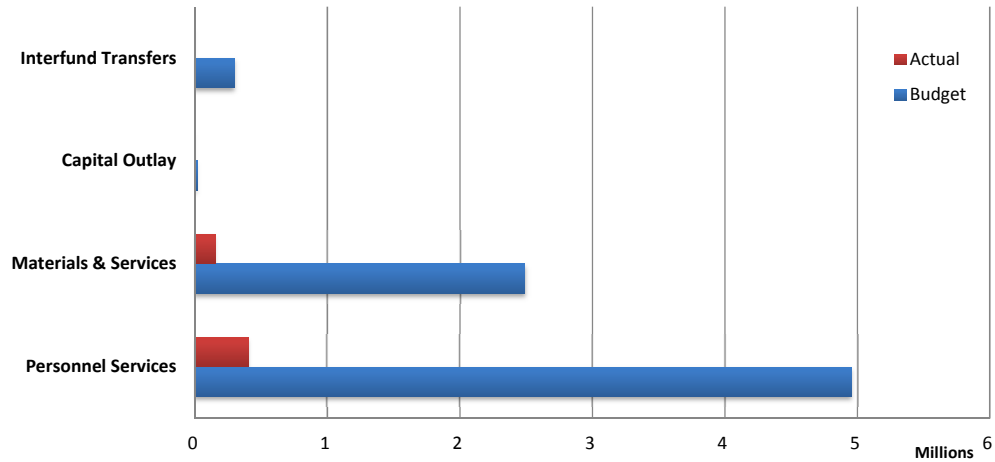
DEPARTMENT	BUDGET	ACTUAL	% EXPENDED	COMMENTS
Parks	130,374	13,718	10.5%	
Recreation	119,616	9,186	7.7%	
Parks & Recreation	249,990	22,904	9.2%	
Fire	1,436,598	113,642	7.9%	
Code Enforcement	126,154	5,799	4.6%	
Police	3,286,782	263,600	8.0%	
Police reserves	2,000	-	0.0%	
Public Safety Total	4,851,534	383,041	7.9%	
Administration	470,084	27,905	5.9%	
City Council	25,292	350	1.4%	
Business Registration	1,100	2	0.2%	
Cemetery	116,418	10,724	9.2%	
Finance	234,857	-	0.0%	
Technology	108,606	5,509	5.1%	
General Government Total	956,357	44,490	4.7%	
Community development	163,760	11,130	6.8%	
Community Development	163,760	11,130	6.8%	
Administrative Overhead	1,259,111	96,416	7.7%	
Other Total	1,259,111	96,416	7.7%	
Operating Transfers Out	267,157		0.0%	
GENERAL FUND TOTALS	\$ 7,747,909	\$ 557,980	7.2%	
YTD BUDGET BENCHMARK			8.3333%	

**CITY OF ONTARIO
GENERAL FUND - DEPARTMENT EXPENSE
FOR THE PERIOD ENDED
JULY 31, 2018**

% Expended by Category



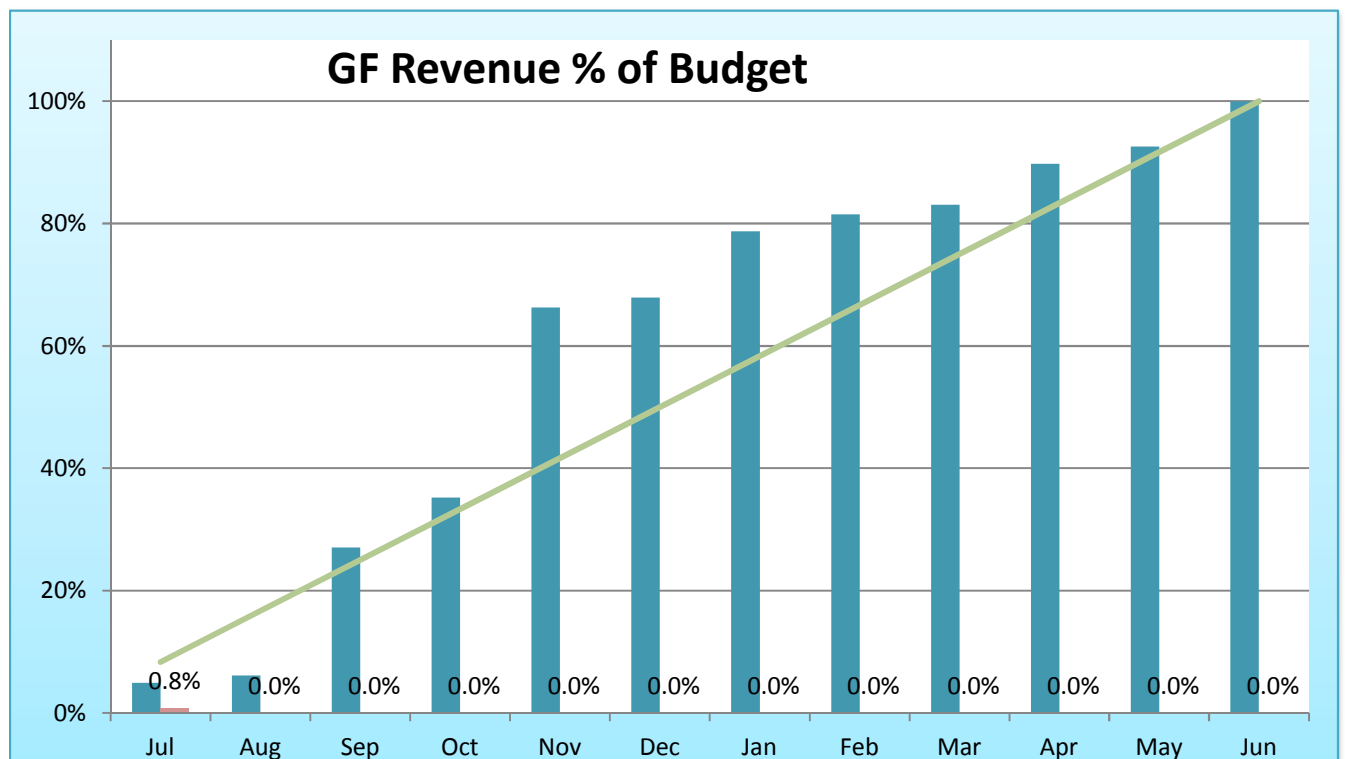
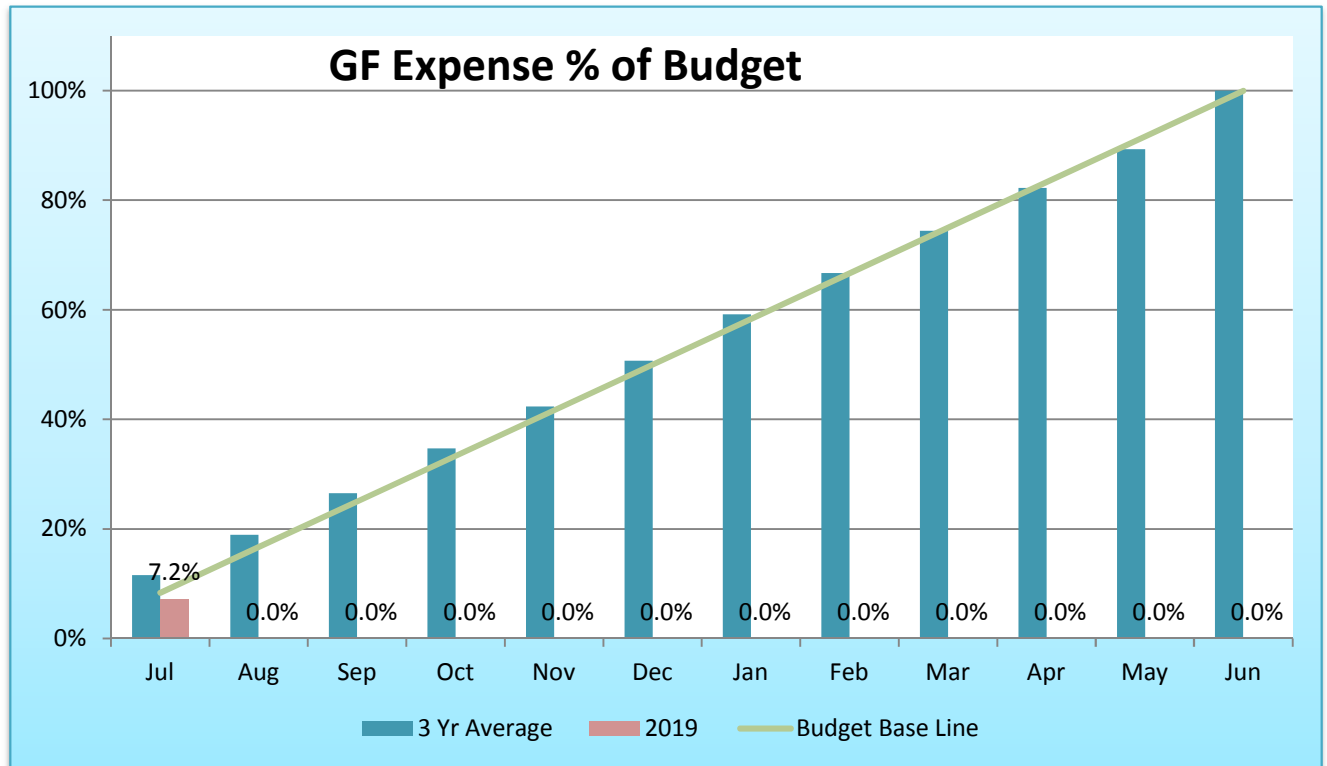
Budget to Actual by Category



**CITY OF ONTARIO
GENERAL FUND - DEPARTMENT REVENUE
FOR THE PERIOD ENDED
JULY 31, 2018**

DEPARTMENT	BUDGET	ACTUAL	% REALIZED	COMMENTS
GENERAL FUND BEGINNING FUND BALANCE	2,449,445		0.0%	(not calculated in totals)
Parks	51,900	180	0.3%	budgeted \$100,000 playground grant
Recreation	16,873	2,514	14.9%	
Parks & Recreation	68,773	2,694	3.9%	
Fire	134,372	-	0.0%	
Code Enforcement	21,050	445	2.1%	
Police	420,010	685	0.2%	
Public Safety Total	575,432	1,130	0.2%	
Interest	35,000	4,706	13.4%	Interest rates keep raising Quarterly payments
State Revenue Sharing	124,887		0.0%	
PERS Allocation Transfer	146,480	-	0.0%	
Administrative Services	497,148	41,429	8.3%	
Other General Revenues	12,655	607	4.8%	
Property Taxes	3,634,901	21,031	0.6%	
Alcohol Bvg License & Fee	188,355	270	0.1%	
Cigarette tax	14,362	-	0.0%	
Franchise Fees	1,648,374	-	0.0%	
Business Registration	1,700	125	7.4%	
Cemetery	51,750	1,100	2.1%	
General Government Total	6,355,612	69,268	1.1%	
P&Z Hearings	4,000	720	18.0%	
Application Fees	300	-	0.0%	
Community development	4,300	720	16.7%	
GENERAL FUND REVENUE TOTALS	\$ 7,004,117	\$ 73,812	1.1%	
YTD BUDGET BENCHMARK			8.3%	 -7.3%

**CITY OF ONTARIO
GENERAL FUND
FOR THE PERIOD ENDED
JULY 31, 2018**



**CITY OF ONTARIO
OTHER FUNDS - DEPARTMENT EXPENSES AND REVENUE
FOR THE PERIOD ENDED
JULY 31, 2018**

DEPARTMENT/FUND	EXPENDITURES				REVENUES		
	BUDGET	ACTUAL	% EXPENDED		BUDGET	ACTUAL	% REALIZED
005 Golf Course Fund	6,000	-	0.0%		6,000	-	0.0%
010 Grant Fund	386,476	8,689	2.2%		386,476	-	0.0%
027 Building Fund	153,475	7,903	5.1%		192,475	5,442	2.8%
030 Capital Projects Fund	1,479,704	-	0.0%		3,875,536	49,714	1.3%
031 SDC Fund	340,221	-	0.0%		340,221	7,280	2.1%
035 Debt Service Fund	58,665	-	0.0%		81,380	871	1.1%
045 Street Fund	2,244,985	179,889	8.0%		2,244,985	64,474	2.9%
050 Trust Funds	636,825	4,270	0.7%		793,480	6	0.0%
055 Reserve Funds	678,284	-	0.0%		2,360,576	10,519	0.4%
060 Revolving Loan Fund	546,834	-	0.0%		546,834	1,288	0.2%
065 Aquatic Donation Fund	25,814	-	0.0%		25,814	-	0.0%
105 Water Fund	3,156,064	238,152	7.5%		4,516,458	306,665	6.8%
110 Sewer Fund	3,107,885	224,261	7.2%		5,338,610	284,045	5.3%
115 Storm Sewer Fund	233,720	9,540	4.1%		615,981	9,205	1.5%
120 Airport Fund	122,976	7,857	6.4%		122,976	29,672	24.1%
125 Aquatic Fund	573,305	1,012	0.2%		573,305	-	0.0%
YTD BUDGET BENCHMARK8.3%							

9/6/2018

Recreation Department Quarterly Presentation



Debbie Jeffries
Recreation Manager

Program Coordinator
Vacant



Mariah Buthman
Arts & Crafts Instructor P/T

Summer Gonzalez
Art's & Crafts Instructor P/T



Seasonal Staff
Officials, Field Prep,
Volunteers (Sport Coaches, Arts & Crafts) etc.

Parks & Recreation Board Members



- Greg Herrera--Chairperson
- Jeremy Roberts
- Eric Evans
- Juan Lopez
- Alfredo Rodriguez
- *Vacant*
- *Vacant*
- Ex-Officio – Ramon Palomo



Community Partners & Beyond

Ontario School District:

- ✓ Use of facilities for softball practice, football practice and flag football



Boys & Girls Club (Ontario):

- ✓ Use of soccer field



BOYS & GIRLS CLUBS
OF WESTERN TREASURE VALLEY

Community Partners & Beyond



NFL Flag Football-
Powered by USA
Football:

- ✓ Jerseys
- ✓ Equipment
- ✓ Support



Four Rivers

Community School:

- ✓ Use of soccer fields
- ✓ Use of gym



TVCC:

- ✓ Use of Girls softball fields



Community Partners & Beyond



Challenger Sports:

- ✓ Summer youth soccer camp



Ontario Youth Baseball:

- ✓ Help with registration



Summer Sports- Events and Classes



Youth Track and Field Meets:



Quarterly Report

Summer Sports- Events and Classes

Challenger Soccer Camp:



Quarterly Report

Community Partners & Beyond

Payette County Recreation:

- ✓ Girls softball games in the U-11/U-14 age groups



Community Partners & Beyond



Girl's Softball 2018 Sponsors:

- ✓ 3B Hay and Farm
- ✓ Partner's Produce
- ✓ Box of Rocks
- ✓ Graphix Wear
- ✓ North Verde Auto Salvage
- ✓ Ontario Lions Club
- ✓ Stan's Heating
- ✓ Coley Glass

**Total
Donations:**

\$1,280.00

Quarterly Report

Community Partners & Beyond



Gridiron Dreams:

- ✓ Football camp
- ✓ Payette/Boise
- ✓ Help with registration



Community Partners & Beyond

Ontario Public Safety:
✓ Field Trips



Quarterly Report

Community Partners & Beyond

Ontario Public Safety:
✓ Field Trips



Community Partners & Beyond

Field Trips:

- ✓ Plaza Inn
- ✓ Chamber of Commerce



Quarterly Report

Summer Sports- Events and Classes



Pickleball:



Tennis:



Tennis



Summer Sports- Events and Classes



Art's & Crafts Classes:



Quarterly Report

Summer Sports- Events and Classes



NFL Flag Football:



Community Partners & Beyond



Open Houses At 8-C Elementary Schools



Summer Sports and Event Participation:

812 Customers

June, July, August Revenue Comparison 2017-2018:

June, July, August 2017:

\$ 17,003

June, July, August 2018:

\$ 15,155

Future City Council



Upcoming Recreation Events:

**Ontario Recreation Department
745 SW 3rd AVE. Ontario, OR 97914
(541) 881-3260
Fall
2018**

Youth Fall Soccer

Boys and Girls in grades 1st – 8th, \$ 35.00 (In City Limits) and \$ 35.00 (Out of City Limits)

Registration Dates Now – August 24, 2018. Jersey fee \$ 22.00 – unless you have a jersey from last year.

Ontario Recreation Youth Tackle Football

Boys and Girls 5th and 6th Grade, Tackle Football \$ 55.00 (In City Limits) and \$ 65.00 (Out of City Limits)

Registration Dates: Now – August 28, 2018

We update the city webpage frequently!

City Services City Government Calendar Residents Visitors Announcements	
CITY COUNCIL	Ontario Recreation
CITY MANAGER	745 SW 3rd Avenue, Ontario, OR 97914
CITY RECORDER	Debbie Jeffries Recreation Manager Phone: 541-881-3260 Fax: 541-889-7686 Email: debbie.jeffries@ontariooregon.org
AIRPORT	
BUILDING DIVISION	
CEMETERIES	
CITY PARKS	
ECONOMIC DEVELOPMENT	
FINANCE	
FIRE	
HUMAN RESOURCES	
PLANNING & ZONING	
POLICE	
PUBLIC WORKS	
RECREATION	

OFFICE HOURS

Monday through Friday
8 a.m. - 5 p.m.

Closed Weekends & Holidays

MAILING ADDRESS:

444 SW 4th Avenue
Ontario, OR 97914



Fun "Art" day event
Painting with our feet!!

Follow us on [Facebook](#) 

Find us and follow us on Facebook!



August 2018 ACTIVITY REPORT



August 2018



Emergency Medical:

(Types of medical calls responded to: Falls with injury, fall lift assists, medical emergencies, medical alarms, assaults, etc.)

CITY	143
RURAL	13

5 of these emergency calls required back-up crews to be called in to respond to 2nd call.

Hazmat Team Calls: 0

Fire Related Emergency Calls:

(Types of fire related calls responded to: Rescue calls, building fires, vehicle fires, smoke detector/fire alarm activation, unauthorized burning, etc.)

	TOTAL	General	Mutual Aid
CITY	18	0	0
RURAL	11	4	3

0 of these emergency calls required back-up crews to be called in to respond to 2nd call.

TOTAL CALLS FOR MONTH

CITY	161
RURAL	24

FIREFIGHTER TRAINING:

8/7/18 Communication and Dispatch processes

8/14/18 Small equipment operations

8/21/18 Hose evolutions

8/21/18 ALVAD Heart valve support

PERMITS ISSUED:

City Open Burns 0

City Burn Barrels 0



August 2018



Rural Open Burns 9

Rural Burn Barrels 0

INSPECTIONS:

7/30/18 Girvin Hall Malheur County Fairgrounds final

8/1 /18 Veterans Advocates Fire sprinkler hydro test

8/6/18 Main Barber Shop

8/8/18 Businesses; Ashley Furniture, Albertsons, and Jacksons Fuel and Food

COMMUNITY INVOLVEMENT:

7/27/18 City Rec summer program field trip to the fire station and then lunch with the firefighters.

7/28/18 Mud Volleyball, we supplied the hoses, the ladder truck and had a team compete.





August 2018



7/31/18 Public safety day at the Malheur county fair. The staff used the fire safety trailer and educated numerous children on many facets of fire safety.

8/2/18 Summer field trip 4 moms and kids toured the trucks and station.

Summary of Calls of Interest:

City Incidents:

300 Block SW 9th ST.: Vehicle fire that was contained to the engine compartment.

1108 SE. 6th St.: Vehicle fire with most of the damage contained to the engine compartment.

1252 Alameda Dr.: Idaho power had a main line fail and caused a transformer at Alameda elementary to burn up and produce a lot of smoke in the gym area. They replaced the transformer and were up and running the day before school started.

Rural Incidents:

165 Morton St. Vale: Ladder 109 Brush 105 and Chief responded to the mill fire for mutual aid.

Keithly fire: North of Weiser: Crews provided mutual aid two different days to protect structures during the many acre grass fire.



City of Ontario
POLICE DEPARTMENT
Office of the Chief

444 SW 4th Street
 Ontario, OR 97914

To: Ontario City Council
Re: Department Statistics for July 2018

Activity	Month of July	Previous Month	Year to Date	Prior Year to Date
Calls for Service	929	956	6121	6435
Traffic Stops	110	169	1402	831
Cited Traffic/Parking	62	75	716	704
Motor Vehicle Crashes	29	42	266	305
Arrests	66	72	521	463
Arrests w/ Use of Force	1	1	6	7
Citizen Complaints	0	1	2	0
Task Force Cases	5	1	21	23
SRO Cases	78	47	300	412
Gang Related Cases	6	6	88	81
Gang Designations	0	0	4	1
Graffiti	5	6	90	72
Death Investigations	4	2	13	9
Burglary	13	8	59	73
Robbery	0	1	5	5
Larceny	44	36	244	359
Assault	6	8	59	120
Homicide	0	0	0	2
Sex Crimes	2	1	18	8
Alarms	32	47	202	187
Ordinance Cases Total	48	44	558	836



ONTARIO POLICE DEPARTMENT

444 SW 4TH STREET, ONTARIO, OR 97914

OFFICE: (541) 889-7684 DISPATCH: (541) 473-5125 FAX: (541) 889-3026

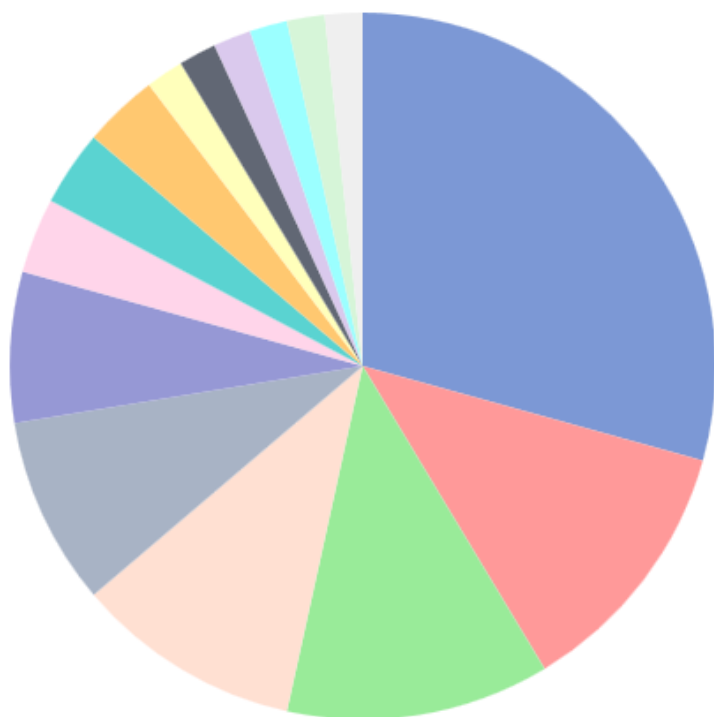
Code Enforcement Stats JULY 2018

Open Date From:

07/01/2018

Open Date To:

07/31/2018



Violations by Violation Type		
	Dog running at large	17 29.3%
	Public nuisance	7 12.1%
	Weeds	7 12.1%
	Noxious Weeds	6 10.3%
	Animal Neglect II	5 8.6%
	AniCare Transport	4 6.9%
	Dog license required; No dog license	2 3.4%
	Prohibited parking and stopping	2 3.4%
	Trees	2 3.4%
	Vision Obstructions	1 1.7%
	Storage of Motor Vehicles or Parts	1 1.7%
	Tree maintenance required	1 1.7%
	Debris	1 1.7%
	Outside storage of personal property	1 1.7%
	Location outside camps	1 1.7%

Total Violations	58
Total Cases	48
Garbage	0
Dogs running at large	17
Dogs taken to Ani-Care	4
Junk	2



Jacobs

July 27 – Aug. 23 2018 Report



August 2018

Prepared by JACOBS for
CITY OF ONTARIO/PUBLIC WORKS DEPARTMENT

Monthly Business Review

PUBLIC WORKS DEPARTMENT

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WATER TREATMENT PLANT SUMMARY.....5-6

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ENGINEERING DIVISION SUMMARY.....11-13

APPENDIX.....14-16

FIELD SERVICES: STREETS & COLLECTION/DISTRIBUTION SUMMARY

ACTIVITIES JULY 27 – AUGUST 23:

- Completed the drainage swale at Annex parking lot with decorative rock.
- Installed a 2" irrigation vault near the Splash Pad site for the planters, between the tennis courts and the skate park.
- Finished painting the crosswalk bars throughout the city.
- Continued hot taping crosswalk bars and arrows throughout the community. This is a work in progress.
- Installed new railroad crossing markings on SW/SE 5th Ave.
- Poured curb and pads in multiple locations throughout the community.
- Installed protective bollards to protect a new water and power installation at a new housing development.
- Installed 2 new LED flashing cross walk signs on SW 4th St. by Ontario Middle School.
- Put new flags up for school crossings by Ontario High School and at SW 4th Ave and SW 12th St.
- Swept all primary and secondary routes.
- Picked up garbage on E. Idaho every other week.
- Sewer cleaning continues throughout the City.
- Applied herbicide to weeds in cracks in the crack fill area that will be resealed.
- Performed weekly vehicle, equipment, lift station, and building inspections.



Top: Unfinished drainage swale for Annex parking lot.

Bottom: Completed drainage swale for Annex parking lot.



FIELD SERVICES: STREETS & COLLECTION/DISTRIBUTION SUMMARY

ACTIVITIES JULY 27 – AUGUST 23:

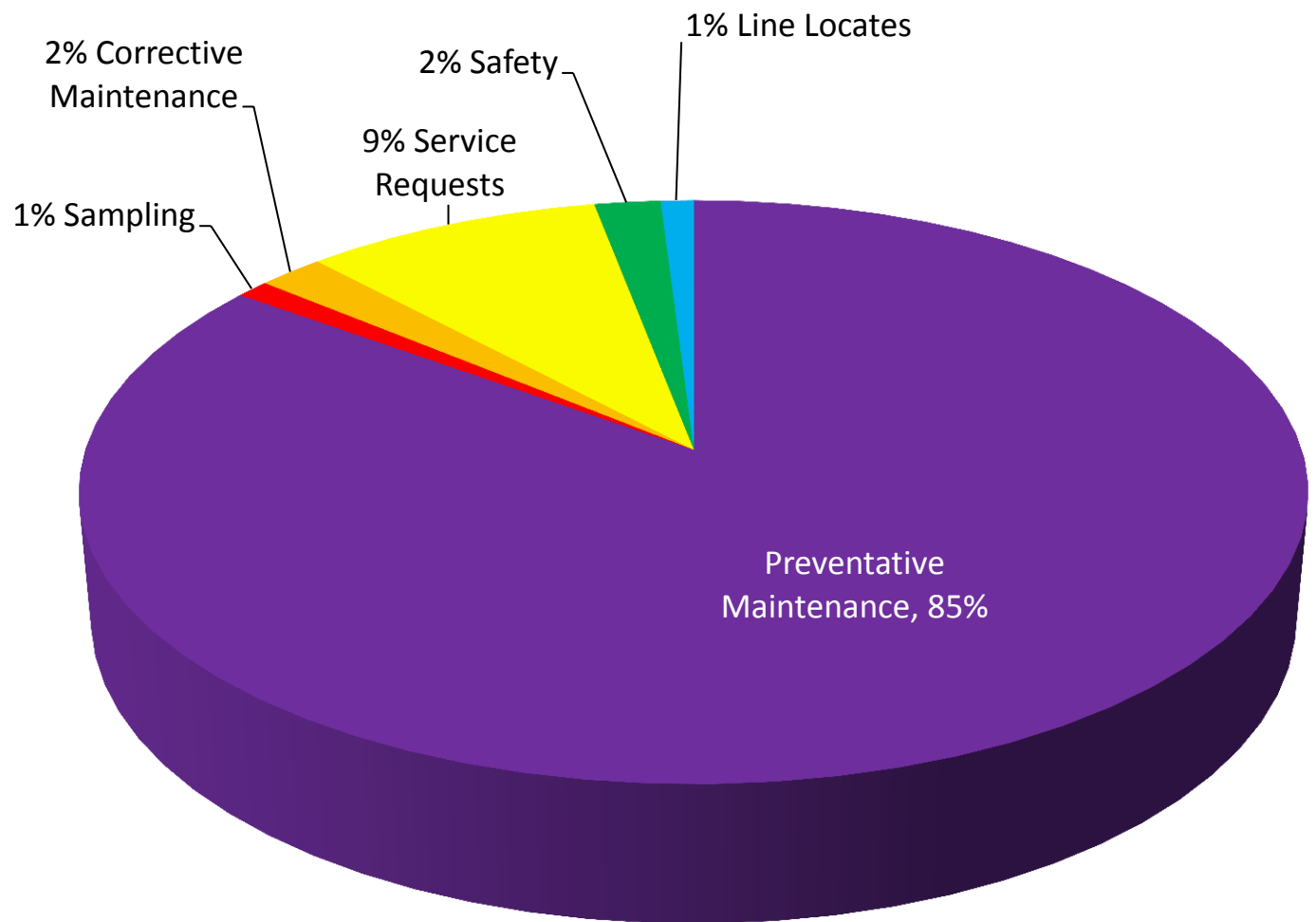
- Water maintenance – leaking setters, broken angle stops, and broken boxes were repaired through-out town.
- Cleaned 3 lift station wet wells.
- 16 water meters were installed.
- 39 water services were turned on per customer request.
- 20 water services were shut off per customer request.
- 25 water services were read-only on/off per customer request.
- 4 water services were checked for consumption issues.
- 28 water services were turned on for payment received.
- 10 water services were checked to verify leaks had been repaired by customer.
- 8 water services were shut off due to leaks, per customer requests.
- 18 water services were checked for leaks per customer request.
- 10 water meters were changed out for not functioning.
- 33 water meters were shut off for non-payment.
- 5 services were checked to verify locked off for non-payment.
- 58 utility locates were completed.



Jacobs crew painting cross walk bars

FIELD SERVICES: STREETS & COLLECTION/DISTRIBUTION SUMMARY

**Work Orders
July 27 – August 23
Actual Hours by Work Order Type**



WATER TREATMENT PLANT SUMMARY

ACTIVITIES JULY 27 – AUGUST 23:

- Routine maintenance throughout system, operations are good. River raw water supply is stable and good treatment has resulted.
- River levels have dropped, again directly attributable to low summer lack of run off and reservoir manipulation by the Corps of Engineers at the dams on the Snake River.
- Sampling has continued for blue green algae in raw water supply from Snake River; this testing is mandated by the State of Oregon and may require additional testing and potential Water Advisory notices. All samples have been negative so far.
- Well 4 had to be shut down on 8/1/18. After inspection, new pump volute and piping will be installed.
- Hired new Treatment Operator.
- Replaced bench reservoir mixing pump motor.
- Inventories increased to 25' across the board, with cooler temperatures and lower demands.
- Staff attended a Webinar sponsored by the State of Oregon related to the Blue Green Algae and permanent rules for analysis.

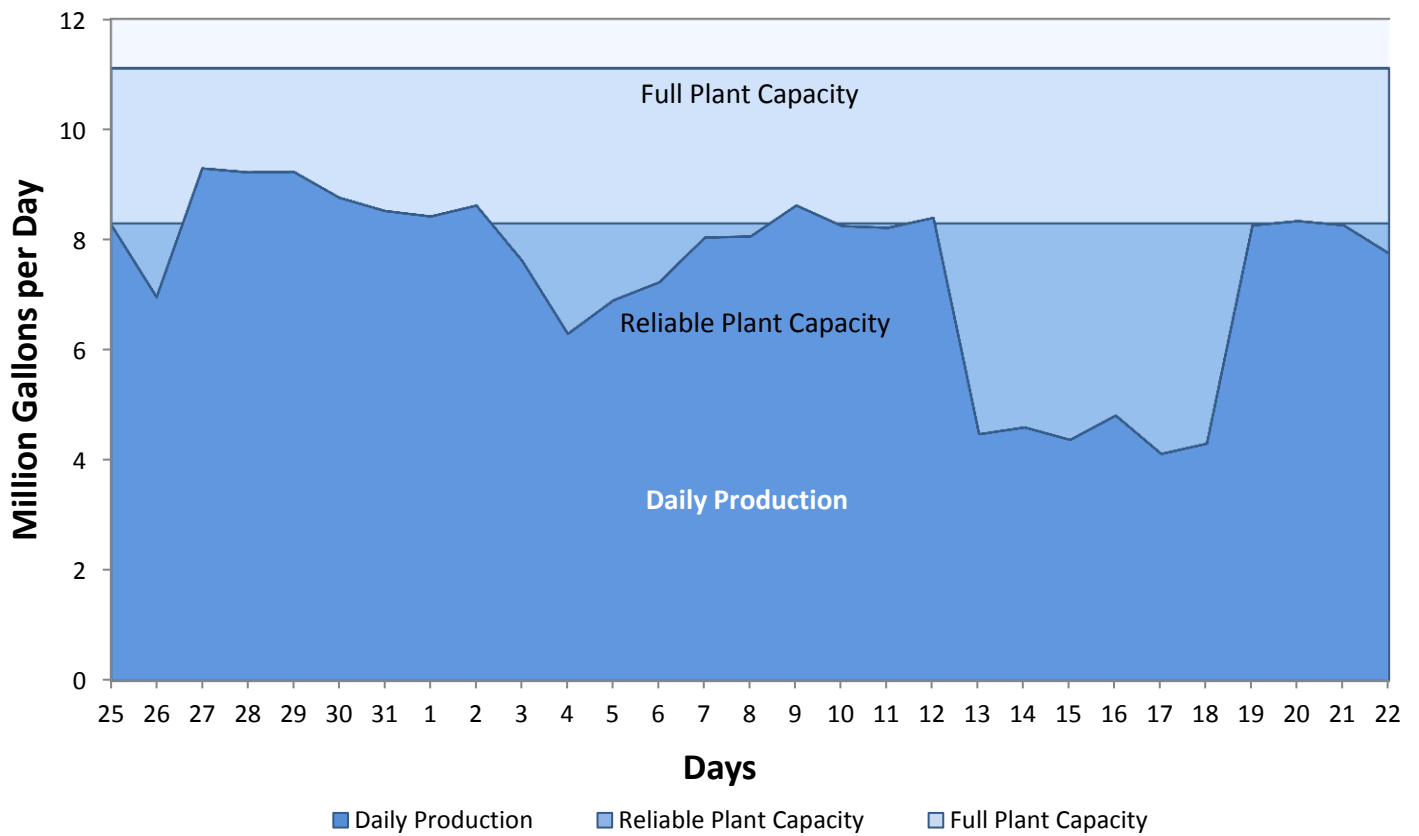
**Staff performing
lab analysis.**



WATER TREATMENT PLANT SUMMARY

ACTIVITIES JULY 27 – AUGUST 23:

Demand vs. Availability



****Note: Daily production exceeded reliable plant capacity multiple days during the hot temperature cycle. This is a direct result of higher irrigation demands.**

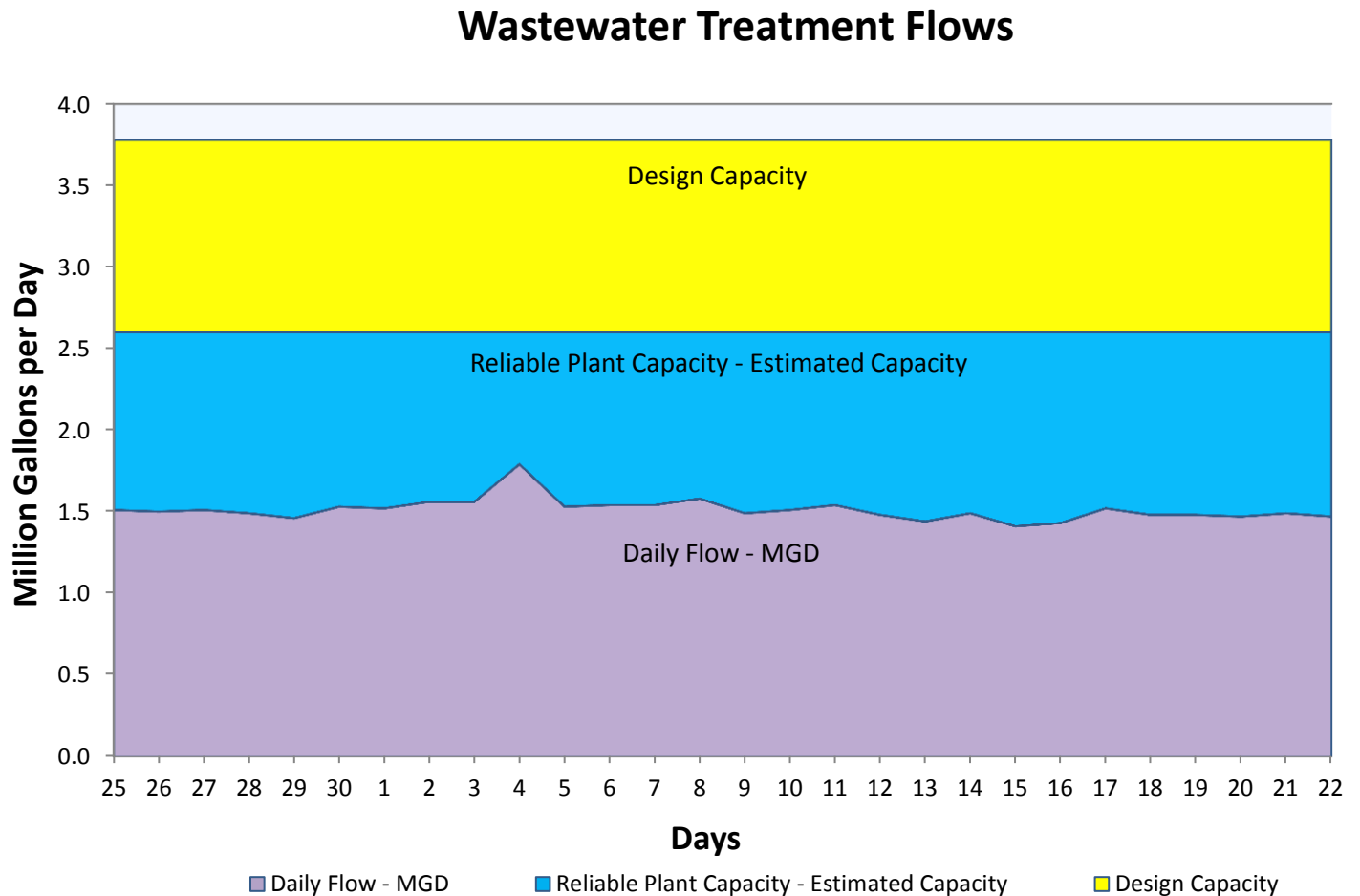
WASTEWATER TREATMENT PLANT SUMMARY

ACTIVITIES JULY 27 – AUGUST 23:

- Normal operations, plant is operating well.
- Plant effluent now fully diverted to Skyline Farms as per permit requirements.
- Crews continue with regularly scheduled maintenance as tracked by our maintenance management system.
- Replaced the PLC at Skyline Farm, which repaired the communication issues that we had been experiencing.
- Performed monthly maintenance to lagoon aerators.

WASTEWATER TREATMENT PLANT FLOWS

ACTIVITIES JULY 27 – AUGUST 23:



PARKS AND CEMETERY SUMMARY

ACTIVITIES JULY 27 – AUGUST 23:

- There were 5 burials at Evergreen Cemetery and 0 at Sunset Cemetery.
- There were 7 reservations for the parks this month.
- A new fence was installed at Splash Pad Site, the construction area was cleared of grasses and weeds.
- Installed new “Buddy Bench” at Lion’s Park.
- Repaired Merri-Go-Round at Laxon Park.
- Removed tree that blew over at Beck Kiwanis Park.
- Completed regularly scheduled maintenance on irrigation systems in both cemeteries and parks.



Left: Jacobs employees mounting “Buddy Bench.”

Bottom: Completed “Buddy Bench” Project.



PARKS AND CEMETERY SUMMARY CONTINUED

ACTIVITIES JULY 27 – AUGUST 23:



**Jacobs crew removing
Merri-Go-Round from
Laxon Park for repairs.**

**Tree that fell on
walking path at Beck
Kiwanis Park.**



FACILITY MAINTENANCE SUMMARY

ACTIVITIES JULY 27 – AUGUST 23:

- Put a new pump on the AC unit at the Golf Course.
- Changed all air filters in the AC units at City Hall and Public Works Shop.

ENGINEERING SUMMARY

ACTIVITIES JULY 27 – AUGUST 23:

- Right-of-way permits issued: 8
- Conducted Splash Pad Restrooms bid opening.
- Assisted contractor in locating easements affecting his house remodel.
- Participated in meeting with ODOT coordinator for TSP Grant award.
- Met with developer regarding installation of sidewalk.
- Worked with home owner locating sanitary sewer service.
- Inspected construction site for Storm Project on SW 13th St.
- Golf Course Upgrade – Electrical engineer reviewed site to coordinate with Idaho Power regarding needed service upgrade for facility. Structural engineer also reviewed site to develop details needed for developing improvements to reflect ADA requirements.
- City Hall remodel – brought over electrical engineer to review City Hall with respect to proposed modifications and to develop understanding of electrical system. Electrical engineer working on creating electrical outlet etc. improvements for next round of bids.
- Solicited bids for mid-block crossings. Received one bid that was higher than budgeted. Will begin negotiating with bidder. No action taken during month.
- National Pollutant Discharge Elimination System (NPDES) – Wastewater design team working on technical permit solutions and cost estimates for variance application. Coordinated with Don Butcher at DEQ.
- SRCI – Worked on past and future costs and submitted to DOC team. Participated in conference call with DOC. Worked with Finance Director on improving past costs.
- Splash Pad – Continued supporting Lena Gandiaga and the team regarding pool project design and construction.

ENGINEERING SUMMARY CONTINUED

ACTIVITIES JULY 27 – AUGUST 23:

- Lions Shelter – Insurance budget available – researching opportunities for maximizing \$\$ for most attractive shelter available. Reviewed available pre-bid options through State of Oregon as well as previous NJPA. Not a lot available in our price range that would allow for budget to install as well. Currently reviewing options for installation by PW staff.
- Water Master Plan – Reviewing draft scope of work from Anderson Perry.
- 2018 Water and Sewer Construction Project – Coordinating with contractor.
- Baffle Wall – Developed plan for design based on site visit information.
- PW Committee – Attended PW committee meeting and shared information on current projects. Supported discussion regarding street improvements on NE 3rd to support Americold truck parking lot.
- ODOT Transportation Grant – Received word regarding successful grant application for Transportation System Plan update. Met with Cheryl Jarvis-Smith of ODOT for preliminary scoping meeting.
- Safe Routes to School – Evaluating options for grant applications. Preparing letter of intent.



Contractor performing Storm Water Project work.

ENGINEERING SUMMARY

ACTIVITIES JULY 27 – AUGUST 23:



Jacobs staff providing oversight and construction inspection.

APPENDIX

FIELD SERVICES

Collection and Distribution staff is responsible for Sewer Collection and Water Distribution throughout the City. Water distribution duties include maintenance and repair of approximately 97 miles of water lines and 3,625 services that include service installations, mainline installation, meter reading, maintenance of more than 600 fire hydrants, and valve exercising of more than 1,700 water valves.

Sewer collection duties include maintenance and repair of approximately 78 miles of sanitary sewer lines within the city. Responsibilities include constructing new pipelines, cleaning all gravity sanitary sewer lines, repairing or replacing sanitary sewer lines as needed, providing line locations for all water and sewer lines, and maintaining eight lift stations plus a barscreen and one lift station from SRCl. The city has approximately 56 miles of storm drain collection lines and 1,450 catch basins throughout city limits. Duties include storm drain maintenance and repair, cleaning of approximately 11 miles of storm drain lines, and cleaning the catch basins.

*COLLECTION AND DISTRIBUTION STAFF MAINTAINS
78 MILES OF SANITARY SEWER LINES
56 MILES OF STORM DRAIN COLLECTION LINES,
AND 1,450 CATCH BASINS THROUGHOUT
CITY LIMITS*

The Street Maintenance Division maintains more than 122 lane miles of improved streets and more than 9 miles of alleys. The Street Division is responsible for resurfacing, repairing and maintaining the streets, installing and maintaining street signs and markings, tree trimming, and repairing all established pavement markings. The division also completes excavation and repair of deteriorating streets, gravel road grading, street sweeping, crack sealing, chipsealing, snow removal and sanding during the winter months, and weed control along the alleys. Street Maintenance staff assists the Chamber of Commerce by putting decorations on street lights during the Christmas season and replacing them with regular decorations when the season is over.

*STREET MAINTENANCE DIVISION MAINTAINS MORE THAN
122 LANE MILES OF IMPROVED STREETS
9 MILES OF ALLEYS
CHIPSEALS LAST A MINIMUM OF 8 YEARS,
AND PUBLIC WORKS CHIPSEALS 7 MILES PER YEAR*

As part of the Street Division's maintenance program, crews chipseal street surfaces in the summer months to protect them from water and weather damage and to keep them in good condition. A chipseal maintains the existing pavement, delaying further aging resulting from water and sun, provides a moisture barrier, and corrects existing pavement problems by sealing cracks. A chipseal application provides

substantial savings to taxpayers and should last a minimum of 8 years with minimal maintenance required. The city chipseals approximately 7 miles of streets per year.

APPENDIX CONTINUED

Water treatment plant staff is responsible for treatment of the city's drinking water supply. They must reliably produce high-quality water in adequate volume to meet city needs. Besides the daily laboratory checks, there are monthly, quarterly and yearly reports.

There are two sources of water for Ontario's estimated 11,090 residents: 80 percent comes from the Snake River and 20 percent comes from wells. Two plants treat the City's water. One is a conventional filtration plant and the other is an upflow clarifier. The steps for treatment are flocculation, sedimentation, filtration and disinfection, which meet the compliance of the Oregon Health Authority.

The Oregon Health Authority requires an operator be on duty 365 days a year. Ontario customers account for 3,845 water services, not including SRCl.

The water treatment plant has a reliable capacity (capacity with the largest pump out of service) of 8.3 mgd and a maximum capacity of 11 mgd. The water treatment plant average production is 6 mgd and the City's largest industrial user, Heinz Frozen Foods, uses an average of 2.2 million gallons (MG) of that water.

THE WATER TREATMENT PLANT HAS A RELIABLE CAPACITY OF 8.3 MGD AND A MAXIMUM CAPACITY OF 11 MGD.

APPROXIMATELY 80 PERCENT OF WATER COMES FROM THE SNAKE RIVER, THE OTHER 20 PERCENT FROM WELLS.

The City retains surface and groundwater rights permits for a combined total of 38.23 cubic feet per second (cfs), 24.71 mgd for municipal use.

All of the City's potable water is treated and disinfected at the water treatment plant. The plant has an original 8-mgd design capacity based on the optimum filter loading rates. The City expanded its treatment capacity in 2006, through the addition of two adsorption clarification and filtration tanks.

WASTEWATER TREATMENT PLANT

The wastewater treatment plant collects wastewater from the entire city and SRCl. The prison accounts for approximately 16 percent of the flow to the plant.

Wastewater treatment plant operators use a conventional treatment system of aerated lagoons and secondary chlorination treatment. Effluent from the treatment process is used to irrigate forage crops during the growing season. Nine lift stations transport sanitary sewer waste to the Wastewater Treatment Plant. Wastewater is screened and the flow measured at the headworks. Five cells (lagoons) with 25 mechanical aerators assist with biological treatment. Onsite generation of chlorine is used for disinfection.

Average discharge volume is approximately 1.5 mgd. Winter discharge is to the Snake River from November through March. Summer discharge is land applied to approximately 353 acres of cropland at the Skyline Farm.

APPENDIX CONTINUED

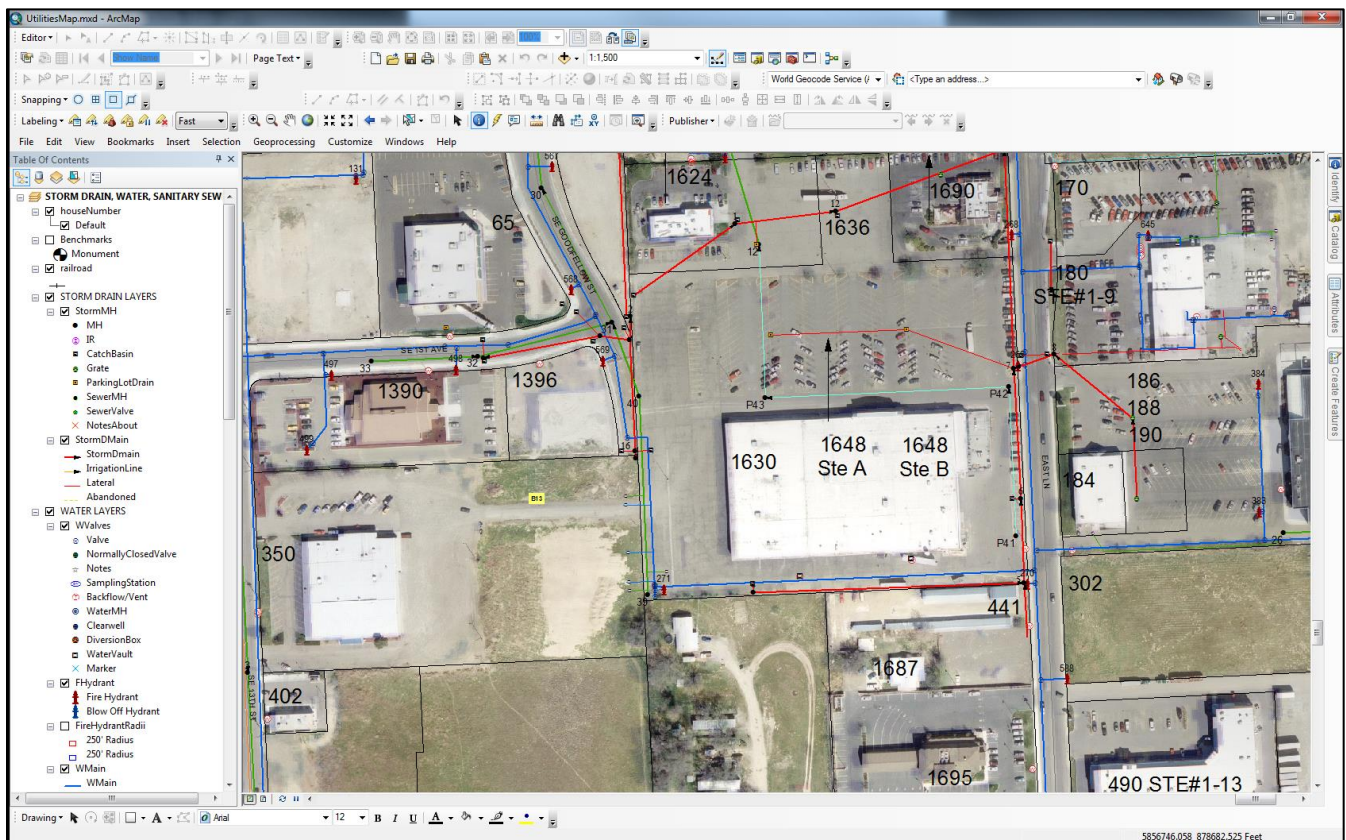
PARKS DEPARTMENT

The Ontario park system consists of both active and passive recreational areas. There are four neighborhood parks, one community park, one large urban park, and numerous special use sites in the park system. In total, the City owns 13 park and recreational areas representing more than 1,012 acres of land. The city also owns the Wayne King Skateboard Park.

ENGINEERING DIVISION

The Engineering Division reviews plans for construction of public improvements, maintains the city's mapping system, and manages the engineering projects within both the Capital Improvements and Maintenance Programs. The department provides technical support to residents, developers, builders, other city departments, consulting engineers, and surveyors. The staff reviews and approves construction plans for subdivisions, partitions, streets, sanitary sewer, water lines, and storm drainage construction projects. They also design projects, prepare bid documents for public works maintenance projects, and provide project management for public improvements.

The Geographic Information System (GIS) database is maintained by Engineering Department staff. The department also provides support to the city by creating, analyzing, and maintaining the city's geographical digital data. They provide updates to the record maps for all city utilities, right-of-way, easements, land division plots, and city base maps.





BOARD OF DIRECTORS

Breakfast Meeting Agenda

September 5, 2018 – 7 am

Weiser Senior Center, 115 E Main St, Weiser, ID

1. Call meeting to order Chair Patrick Nauman
2. Introduction of attendees
3. Approval of August 8th minutes
4. Financial update - Sandy Hemenway, Treasurer
5. City and Community Highlights
Fruitland, Payette, Ontario, New Plymouth, Nyssa, Weiser, Vale
6. County Highlights
Payette County, Washington County, & Malheur County
7. Executive Director Report
 - i. Projects & activities
8. Round Table Discussion
9. Adjourn

Calendar of EVENTS

September 5, 2018	SREDA Monthly Board Meeting – Weiser Senior Center
Sept 10-14	Kit on Vacation
Sept 19-20	Economic Development Summit, Moscow, ID
October 3, 2018	SREDA Monthly Board Meeting – TBD
October 7-9	OEDA Annual Meeting, Klamath Falls, OR
October 17	SW Idaho Manufacturers Day, Nampa, ID
October 30	SREDA ANNUAL MEETING – Saint Alphonsus, Snake River Room, 5:30 pm – Election of board & officers – Tour & Dinner included
November 6-8	IEDA Annual Meeting, Boise, ID
December 4-7	Economix Site Selectors, Nashville, TN

*****All SREDA monthly meetings are open to the public*****

MALHEUR COUNTY COURT MINUTES

August 1, 2018

County Court met with Judge Dan Joyce presiding with Commissioner Don Hodge and Commissioner Larry Wilson present. Staff present was Administrative Officer Lorinda DuBois. County Counsel Stephanie Williams also joined the meeting shortly after it started.

Also present was Larry Meyer of the Argus Observer.

IRONSIDE ROAD DISTRICT

Karen Wolfe met with the Court to voice problems she has been having with the condition of roads in the Ironside Road District boundaries. Also present for the discussion were: County Surveyor/Engineer Tom Edwards, County Road Supervisor David Tiffany, Ironside Road District Board Member Dwight Ramer, Ironside Road Supervisor Dona Sperl, and Kenny Miller.

Ms. Wolfe explained that her road (Rose Creek Road) has not been bladed for two years; additionally there has been a water spout and the road is a mess. Ms. Wolfe shared photos of the road with the Court members. Ms. Wolfe said she has cut trees out of the road; her home is on Rose Creek Road and she does not feel that the road district or anyone else should control when she can access her residence or when she should leave her residence. Ms. Wolfe does not ask that her road be bladed in the winter; she will leave her home when the road is too bad for her to enter/exit her residence. Earlier this year she had a doctors appointment to attend and she could not get up the Lost Creek grade in her vehicle; previously she had to be in 4-wheel drive to traverse the grade. Last Fall she could not transport her cows out because of the grade and the Lost Creek grade. Ms. Wolfe has requested gravel for the road and been told that the District cannot get gravel; she has offered gravel. Ms. Wolfe explained that others in the area are also having problems, several were going to attend today's meeting but they did not. Ms. Wolfe said that currently there are 10 foot thistles along the road; also it took two months to get a culvert installed. The road has been bladed twice up to the Greenbank residence, but no further, this year; and a tree was removed from the Bridge Creek Road. A cattle guard needed to be fixed last year and it was not fixed until this Spring. Last Fall, Ms. Wolfe had to trail cattle to Belnaps due to the grade and the Lost Creek grade; the rest of the road was fine but the two grades you could not travel up or down. Ms. Wolfe requested the court members travel the road and then compare it to roads within the Juntura Road District. The culvert at Bridge Creek took two months to be put in last year; Ms. Wolfe last over \$6,000 because she could not haul cattle in to the area and then when she did get the cattle in she had to unload them at the holdout and drive them an additional 3-4 miles. Ms. Wolfe has lived and traveled the road her entire life (72 years) and in the last two years the road has been in the worst condition it has ever been. The airport has not been bladed; but it was always bladed the previous 30 years when Butler's owned it (it is a registered airport and available for fire suppression efforts and emergency landing situations.) Ms. Wolfe did attend three board meetings of the District; one was cancelled as there was not a quorum. Ms. Wolfe voiced concerns that it takes 45-60 minutes to travel 20 miles; no gravel has been placed on the road since Steve Miner worked for the District; culverts are not cleaned correctly; and since the Irish Spring Fire the road is lower than the cut and the creek needs to be cleaned out. Ms. Wolfe's residence is within the boundary of the Juntura Road District and she does not know why as she believes it used to be within the Ironside Road District boundary; but as such she is not able to vote on matters concerning the Ironside Road District.

Mr. Ramer explained he is new to the Ironside Road District Board (less than one year) and is unfamiliar with the issues at hand; he did recently go and look at the road and it has had some water damage and is not as good as some roads; he did not have any problem traveling it but agreed that it does need some work. Ms. Wolfe said that traveling in a car is not a problem; but you cannot haul a trailer or take cattle trucks on the road. Mr. Ramer also explained that a second employee has been hired and the district will do the best that they can with maintenance of the roads. The board meets the second Tuesday at 5:00 p.m. each month.

Ms. Wolfe said she has gravel available at the crossing that could be put on the road; Ms. Sperl later explained that the gravel would require a ripper or excavator and the district has neither.

Ms. Wolfe said she will be making a request in writing to the board for their meeting minutes and expense sheets; she will also try to determine why she is no longer a voting member of the Ironside Road District. Commissioner Wilson attempted to explain that voting is determined by a person's physical residence - not the location of the property you own.

Ms. Sperl explained she has 150 miles of road to maintain and until last May she had no other help; also moisture conditions must be taken in to consideration when working on the roads.

Commissioner Wilson and Commissioner Hodge agreed they would try to schedule a time to go and look at the road and the issues discussed; and possibly meet with the board.

MCOA&CS

Malheur Council on Aging & Community Services (MCOA&CS) Executive Director Loni Debban met with the Court. Also present was Deputy Director April MacKenzie, Transportation Manager Brittany Young, and ODOT Regional Manager Frank Thomas. Ms. Debban explained the background behind ODOT Grant Agreement #32837; this is a planning grant that Ms. Debban applied for and received. However, because the grant funding is federal monies it cannot be award directly to a non-profit (non-profits were eligible to apply for the grant though). Ms. Debban is requesting that Malheur County sign and receive the grant award and pass it through to MCOA&CS. The project is to purchase additional land adjacent to MCOA&CS and expand the bus shelter. The grant funding is \$62,400 and would be used for the down payment on the property and other associated expenses. As it is federal money the County would need to own the land. The land is owned by Mike Hanigan and the purchase price is \$150,000 and

Mr. Hanigan will pay for various expenses related to the sale such as a property-line adjustment. Discussion entailed regarding terms and conditions of deed restrictions and whether or not MCOA&CS would be a joint owner or not of the land and/or bus barn structure. Further information will be obtained and Ms. Debban will follow-up with the Court on August 15.

Ms. Debban also updated the Court on the public transit funding rules for STIF (Special Transportation Improvement Fund) which is a new program under House Bill 2017. The Court will need to appoint a Local STIF Advisory Committee; these members can be the same member as the current STF (Special Transportation Fund) Advisory Committee. The Local STIF committee will develop bylaws, review and prioritize project proposals, oversee development of a STIF Plan, and make recommendations for funding; the Local STIF Plan needs to be submitted to ODOT by November 1, 2018. It is anticipated that \$158,000 will be available to Malheur County in Fiscal Year 2019; the funds are to be used for public transportation purposes. Senator Bentz has requested MCOA&CS connect with the workforce in the Nampa-Caldwell area as well as Weiser and Payette; it is believed that there is workforce in these areas that could be brought into the County to benefit local employers. MCOA&CS will also look at transportation needs for students from local high schools to TVCC for college classes. Ms. Debban requested approval with moving forward to begin the STIF process. (The membership of the STIF Advisory Committee can be the same as the current STF Advisory Committee; the committee is appointed by the County Court and reports to the County Court.) Commissioner Hodge moved to authorize Ms. Debban to move forward with the STIF process and form the local committee, based on the STF committee. Commissioner Wilson seconded and the motion passed unanimously.

UNCOLLECTIBLE PERSONAL PROPERTY TAXES

Commissioner Hodge moved to approve Order GO-11-18: In the matter of Uncollectible Taxes on Personal Property Situated within Malheur County and the Cancellation Thereof. Commissioner Wilson seconded and the motion passed unanimously. One account was cancelled, consisting of an abandoned manufactured home; total charge off is \$51.43. See instrument #[2018-2859](#)

COURT MINUTES

Commissioner Hodge moved to approve Court Minutes of July 18, 2018 as written. Commissioner Wilson seconded and the motion passed unanimously.

FUND TRANSFER RESOLUTION

Commissioner Wilson moved to approve Resolution No. R18-17: In the Matter of Fund Transfers Under Local Budget Law ORS 294.463. Commissioner Hodge seconded and the motion passed unanimously. The resolution accounts for end of the 2017-2018 fiscal year necessary budget transfers. See instrument #[2018-2860](#)

WOLF DEPREDAATION GRANT - AMENDMENT

Commissioner Hodge moved to approve Amendment Number 1 to State of Oregon Grant Agreement Number ODA-4078-18 with Department of Agriculture. Commissioner Wilson seconded and the motion passed unanimously. Additional grant funds were allocated in the amount of \$1,200 for compensation for nonlethal prevention techniques regarding livestock-wolf interaction. A copy will be returned for recording.

County Court was closed and the Ambulance Service District (ASD) session was opened.

FUND TRANSFER RESOLUTION

Commissioner Hodge moved to approve Resolution No. R18-18: In the Matter of Fund Transfers Under Local Budget Law ORS 294.463. Commissioner Wilson seconded and the motion passed unanimously. The resolution accounts for end of the 2017-2018 fiscal year necessary budget transfers. See instrument #[2018-2861](#)

The ASD Session was closed and County Court was reopened.

AMENDMENT - IGA #154122

Commissioner Wilson moved to approve Ninth Amendment to Oregon Health Authority 2017-2019 Intergovernmental Agreement for the Financing of Public Health Services Agreement #154122. Commissioner Hodge seconded and the motion passed unanimously. Program Element 03 Tuberculosis Case Management funding was removed as it was changed to a fee for service model. A copy will be returned for recording.

County Court was closed and the Extension Service District session was opened.

FUND TRANSFER RESOLUTION

Commissioner Wilson moved to approve Resolution No. R18-19: In the Matter of Fund Transfers Under Local Budget Law ORS 294.463. Commissioner Hodge seconded and the motion passed unanimously. The resolution accounts for end of the 2017-2018 fiscal year necessary budget transfers. See instrument #[2018-2862](#)

The Extension Service District session was closed and County Court was reopened.

SPACE LEASE AGREEMENT - OSU

Ms. Williams explained that the space use agreement with Oregon State University is up and OSU is proposing a ten year lease. (This is for the building that the Extension Service is housed in.) Ms. Williams reviewed the lease proposal and various provisions that have been changed. Consensus of the Court was to authorize Ms. Williams to respond back to OSU with a two year lease, a mutual indemnification provision, and that the County is not obligated for funds beyond what is appropriated annually.

PLANNING DIRECTOR

The Court discussed performance measures for the new Planning Director. Commissioner Hodge said he wants the Director and Assistant Director to get all the education the Court can get them. Commissioner Wilson said he visited with Economic Development Director Greg Smith, Morrow County Planner Carla McLane, Shannon Springer and Hillary McNary from Grant County Planning Department. Grant County Court directed their Planning Department to help people with property rights and to help people do what they want to do with their property within the confines of the law; creating as much flexibly as possible while still staying within the limits of the law. It was also suggested that the Planner develop a work plan for themselves and the office to include updating the codes with the guidance of the Court. Commissioner Wilson stressed he wants Economic Development and Planning to work together with the same goals in mind and assist each other. Additionally, the Planning Director and Assistant Planner should be involved in the Association of Oregon Counties (AOC) Planning Directors group and attend meetings hosted jointly by DLCD (Department of Land Conservation and Development) and OAPA (Oregon Chapter of the American Planning Association). (Both the Director and Assistant are not to attend the same meeting; they will need to alternate.) The Planner should also develop a relationship with DLCD Eastern Region Representative Phil Stenback; job shadow an eastern Oregon Planning Director, become familiar with various publications and websites related to Planning; provide monthly updates to the County Court; and a two-year probationary period. Commissioner Hodge suggested quarterly employee evaluations also. Judge Joyce said he would like the comprehensive plan and county code to be updated; Ms. Williams explained it may be necessary to hire a consultant to assist with the technical aspects of this process. Commissioner Wilson asked about salary; Ms. DuBois explained that if a current County employee were offered the position, the salary would be the step above their current salary that would give them a promotion. Commissioner Wilson expressed concern with fees being charged for services in the department; it was explained that the fees do not supplement staff salaries rather the fees assist with the costs of legal publications, mailings, copies, etc.

The Court members said they were all in agreement with the expectations discussed for the Planning Director.

Commissioner Wilson moved to offer the position to the number one candidate, subject to the agreed upon expectations and provisions discussed, to include a probationary period of two years, monthly reports to the Court, and evaluations by the Court. Commissioner Hodge seconded and the motion passed unanimously.

COURT ADJOURNMENT

The meeting was adjourned.

MALHEUR COUNTY COURT MINUTES

August 8, 2018

County Court met with Judge Dan Joyce presiding with Commissioner Larry Wilson present. Staff present was Administrative Officer Lorinda DuBois. Also present was Larry Meyer of the Argus Observer.

SECOND PUBLIC HEARING - ORDINANCE NO. 216

Judge Joyce opened the second public hearing for consideration of Ordinance No. 216: An Ordinance Relating to a Tax Imposed on the Sale of Marijuana Items that are Sold in the Unincorporated Areas of Malheur County by a Marijuana Retailer that Holds a License Issued Under ORS 475B.105; and Referring the Ordinance to the Voters for Approval. Present for the hearing was public member Ben Fortner. Notice of the hearing was published in the Argus Observer and Malheur Enterprise. The purpose of the ordinance is to establish a 3% tax on the retail sale of marijuana items in the event Ordinance No. 210 (prohibits activities related to marijuana) is repealed at the November 6, 2018 election. The first hearing on the ordinance was held July 18, 2018. The ordinance will be referred to the electors of Malheur County at the election on November 6, 2018.

Judge Joyce asked for proponent testimony.

Ben Fortner: I think it's really imperative that we say yes.

Judge Joyce: Okay.

Ben Fortner: I think the trend of ending the cannabis prohibition is getting more prevalent as more and more facts come out of the places where it's legal and so the only way to really sink the most benefit into this area, if it becomes legal by popular opinion, is to offer up the 3% tax, which I feel like is in the community's best interest.

Judge Joyce asked for opponent testimony; there was none.

The hearing was closed. Commissioner Wilson moved to approve Ordinance No. 216: An Ordinance Relating to a Tax Imposed on the Sale of Marijuana Items that are Sold in the Unincorporated Areas of Malheur County by a Marijuana Retailer that Holds a License Issued Under ORS 475B.105; and Referring the Ordinance to the Voters for Approval. Judge Joyce seconded and the motion passed. See instrument [#2018-2942](#)

Commissioner Wilson moved to approve Resolution No. R18-4: In the Matter of Referring to the Electors the Question of Imposing a Three Percent (3%) Tax on the Retail Sale of Marijuana Items within Unincorporated Malheur County. Judge Joyce seconded and the motion passed. See instrument [#2018-2943](#)

COURT MINUTES

Commissioner Wilson moved to approve Court Minutes of August 1, 2018 as written. Judge Joyce seconded and the motion passed.

ORDER - TRENDWELL WEST

Commissioner Wilson moved to approve Findings of Fact, Conclusions of Law, and Final Order, Order No. GO-10-18, In the Matter of: Conditional Use Application for Exploration for Oil and Gas (Map 19S4613, Tax Lot 300, Reference No. 9453), Applicant Trendwell West Inc. Judge Joyce seconded and the motion passed. The Order grants the appeal of Trendwell West, reverses the Planning Commission decision, and approves the request for exploration of gas and oil on the above reference property. The County Court heard the appeal matter on July 11, 2018. See instrument [#2018-2941](#)

ORDER DESIGNATING NEWSPAPER

Treasurer/Tax Collector Jennifer Forsyth met with the Court regarding designating a newspaper for publication of the 2018 tax foreclosure list. Ms. Forsyth requested the Argus Observer be designated. Judge Joyce moved to authorize the publication of the 2018 tax foreclosure list in the Argus Observer as requested by Ms. Forsyth. Commissioner Wilson seconded and the motion passed. Order No. GO-12-18 In the Matter of the Designation of a Newspaper for the Publication of the 2018 Malheur County Tax Foreclosure List was signed. See instrument [#2018-2940](#)

EOCA INVOICE

By consensus, the Court authorized payment of an EOCA (Eastern Oregon Counties Alliance) invoice for residual expenses in the amount of \$244.14.

COURT ADJOURNMENT

The meeting was adjourned.

MALHEUR COUNTY COURT MINUTES

August 15, 2018

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

PALMER AMARANTH - WEED LIST

Jessica Norton met with the Court and explained that the Weed Advisory Board (WAB) has recommended the addition of Palmer amaranth to the noxious weed list as a Class A weed. Palmer amaranth is a fast growing weed that is quickly spreading out of its native areas; it currently has not been confirmed in Malheur County but it is felt that it is inevitable that it will be here as it is all over the mid west. (Last year a local farmer thought he had it in his field but genetic testing came back negative.) It reaches heights of 6-8 feet and one plant produces up to 250,000 seeds with a very high percentage being viable. Most strains of the weed are resistant to glyphosate and 2,4-D so it is very hard to control. In the East, crop losses of 80% in corn have been reported due to the weed. The weed looks similar to what is commonly called pigweed in our area. Consensus of the Court was to proceed with adding the weed to the noxious weed list. Staff will schedule a public hearing and draft a resolution.

COURT MINUTES

Commissioner Wilson moved to approve Court Minutes of August 8, 2018 as written. Judge Joyce seconded and the motion passed. (Commissioner Hodge was not present on August 8, 2018.)

MARIJUANA RELATED ORDINANCE

Ms. Williams is working on draft planning and zoning ordinances relating to marijuana in the event the county-wide ban is lifted in the November election.

PUBLIC NUISANCE COMPLAINT

Commissioner Wilson mentioned he has received complaints from the property owner of 1343 SW 30th Street regarding debris accumulation, junk vehicles, etc. on the neighboring property. Staff will follow-up with Environmental Health to see if they have an open file on the property.

CHECK REGISTER

The Court signed the Accounts Payable (AP) register for May 2018.

EMPLOYMENT CONTRACT - PHILLIPS

Commissioner Hodge moved to approve Employment Contract between Malheur County and Dr. John H. Phillips for Medical Director Services to the Malheur County Jail. Commissioner Wilson seconded and the motion passed unanimously. See instrument [#2018-3044](#)

CROSSING PERMIT

Commissioner Wilson moved to approve Crossing Permit #42-18 to Idaho Power Company to install regulators on transmission poles on Morgan Avenue #926. Commissioner Hodge seconded and the motion passed unanimously. The original permit will be kept on file at the Road Department.

BOLI DETERMINATION

Ms. Williams told the Court that a BOLI (Bureau of Labor and Industries) determination had been received regarding the re-roofing project of the Horse Barns (92 horse stalls) at the fairgrounds. The project does qualify as a prevailing wage rate project as the project would be paid for from insurance proceeds from the winter storm damage of 2016. (Even though the re-roofing project was in the works before the winter storm of 2016.)

FAIRGROUNDS MONTHLY UPDATE

Fairgrounds Manager Lynelle Christiani met with the Court and provided an update of activities. Numbers from the recent Fair have not been finalized

yet. The Court commended Ms. Christiani on the success of the recent Fair and the facilities. Statistics for June were 360 walk-ins to the office; and 4200 facility users. July had 560 walk-ins to the office; and 2300 facility users. Employing a full-time caretaker for an extended timeframe continues to be a problem; the turnover in the position is constant. Fair Board members have stepped in and helped out immensely. The facility requires approximately 6 hours per day just for irrigating. Ms. Christiani requested one of the Court members work with the Fair Board in the next budget cycle to find a possible solution to the caretaker problem (it is believed that a higher wage is needed for the position but other options need to be sought also). Ms. Christiani also explained that she wants communication regarding Fair financials to go through her and not to Board members. Ms. Christiani requested help from the County in order to keep the fairgrounds facility a positive asset in the community. Ms. Williams briefly explained possible options for employing a caretaker and utilizing the housing on the facility to Ms. Christiani. Commissioner Wilson offered to meet with Ms. Christiani at the facility and further review the concerns.

It was suggested that the Extension Office/Tax District be asked to contribute financially to the fairgrounds facility as 4-H is a large user of the facility and they are not charged a usage fee.

There are some matters in the new Girvin Hall building that need to be corrected; such as there is no 220 volt outlet and the kitchen stove is not appropriate for the facility's users (it is gas with 11 pilot lights). Additionally, it has been found that there are only two viable septic tanks rather than the three that should be in place; consequently the holding capacity is not great enough during the week of the Fair and the third tank needs to be reestablished.

MCOA&CS - ODOT AGREEMENT #32837

Malheur Council on Aging & Community Services (MCOA&CS) Executive Director Loni Debban met with the Court regarding ODOT Agreement #32837. Also present was MCOA&CS Deputy Director April MacKenzie and Transportation Manager Brittany Young. The ODOT agreement is for funding in the amount of \$62,400 which would be used in part for a down payment on a land purchase in order to expand the bus shelter; the land adjoins MCOA&CS property. The grant funding is federal monies and as such it cannot be awarded directly to MCOA&CS; rather the County would need to be the owner of the property. MCOA&CS will obtain a financial loan for the remainder of the purchase price of the land. Commissioner Wilson had concerns about the purchase price of the land; Ms. Debban provided comparables for land in the area. After discussion, Commissioner Hodge moved to approve Rail and Public Transit Division Oregon Department of Transportation Agreement No. 32837 - Capital, Planning 5339. Commissioner Wilson seconded and the motion passed unanimously. A sub-agreement with MCOA&CS will be prepared as well as a MOU.

PLANNING DIRECTOR

The Court considered the salary request of the Planning Director candidate. Consensus was not to change the offered salary; the Court may consider a step increase at a later date in conjunction with its quarterly evaluations. The start date for employment as the Planning Director will be August 23, 2018.

COURT ADJOURNMENT

The meeting was adjourned.

PUBLIC WORKS COMMITTEE MEETING MINUTES

Tuesday, May 08, 2018, 12:00 p.m. MT

**** PUBLIC WORKS HEADQUARTERS ****

Meeting called to order at 3:00 p.m. by Riley Hill, Public Works Committee Vice-Chairman.

Committee members present included Mr. Scott Wilson, Mr. Riley Hill, and Mr. Pat Woodcock (Mr. Babcock - Excused; one vacant position).

Others present included Cliff Leeper, Betsy Roberts, Suzanne Mulvany, and Kari Ott, Oster.

The press was notified. This meeting was recorded (the tape is available at the Public Works Headquarters); the minutes are on file at City Hall and on the city's website at www.ontariooregon.org.

ADOPTION OF MINUTES – APRIL 12, 2018

RESOLUTION, ACTION &/OR MOTION:

The motion was made by Mr. Wilson, seconded by Mr. Woodcock to adopt the minutes of the previous meeting, April 12, 2018: Motion passed unanimously.

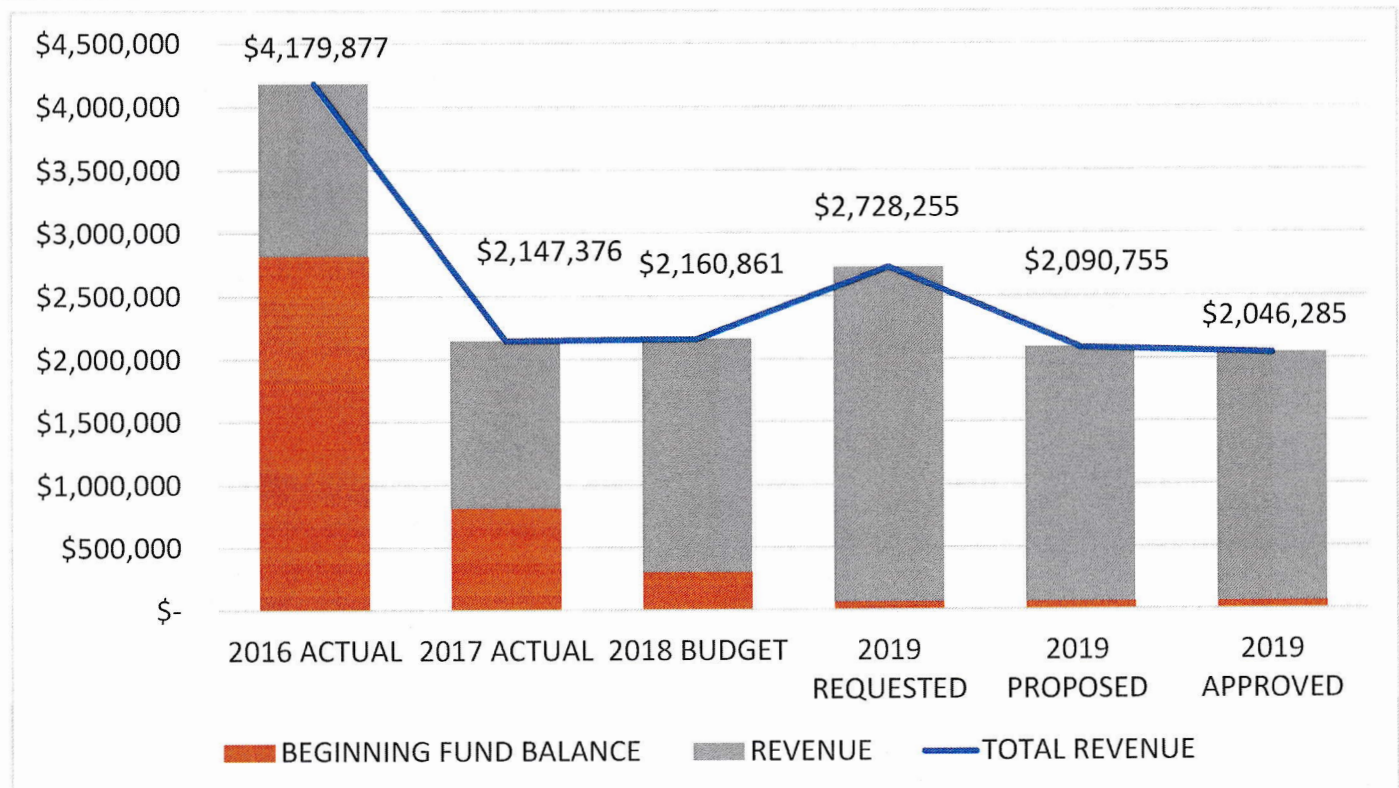
**2018-2019
ONTARIO CITY BUDGET**

KARI

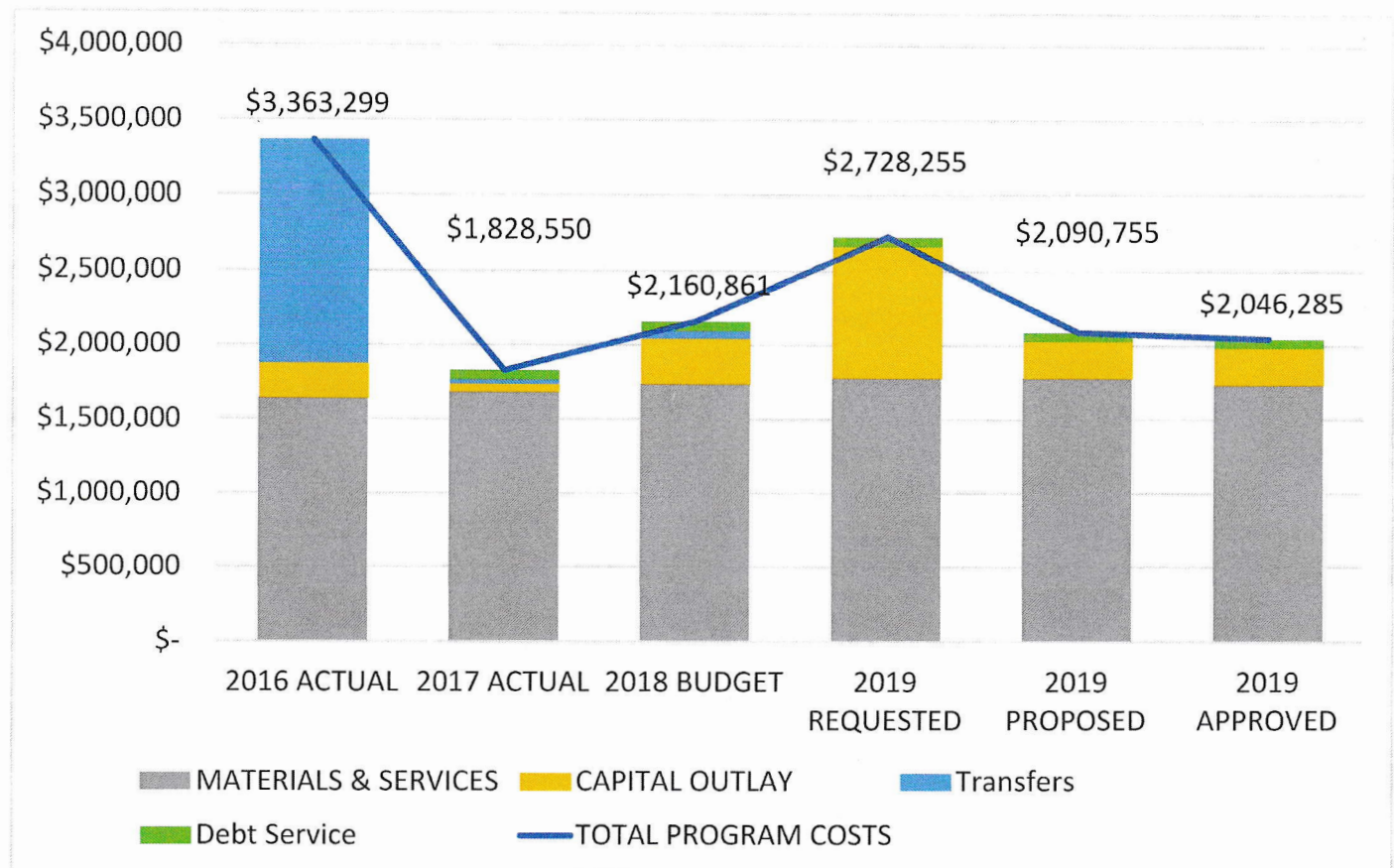
(PowerPoint presentation)

STREET FUND

REVENUES



EXPENDITURES



FUNDED ITEMS

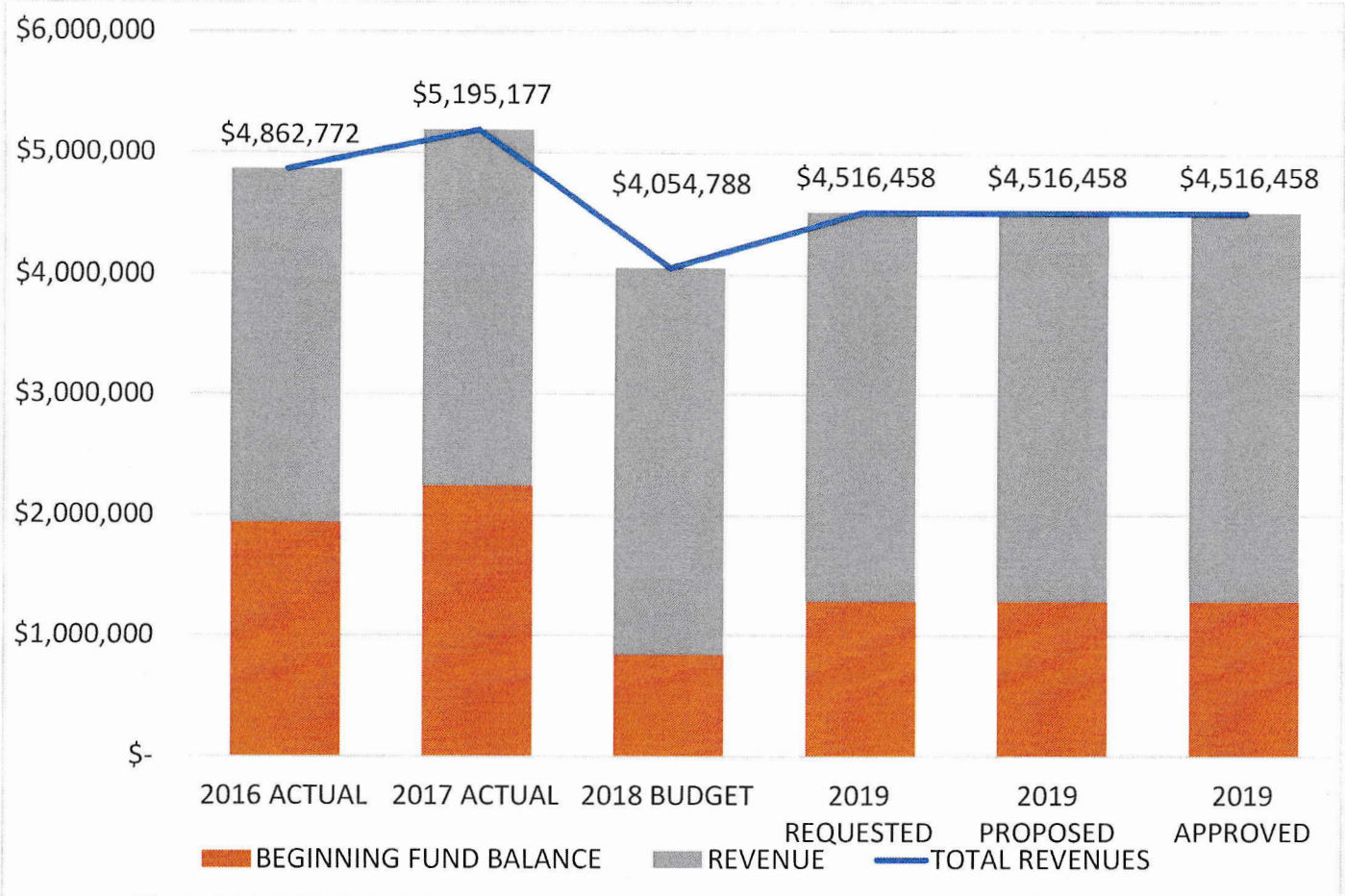
- Crack Fill \$ 45,000
- Midblock Crossing Project \$ 18,000
- ODOT Grant Projects \$100,000
 - Match from STP funds

ITEMS UNFUNDED IN CURRENT BUDGET

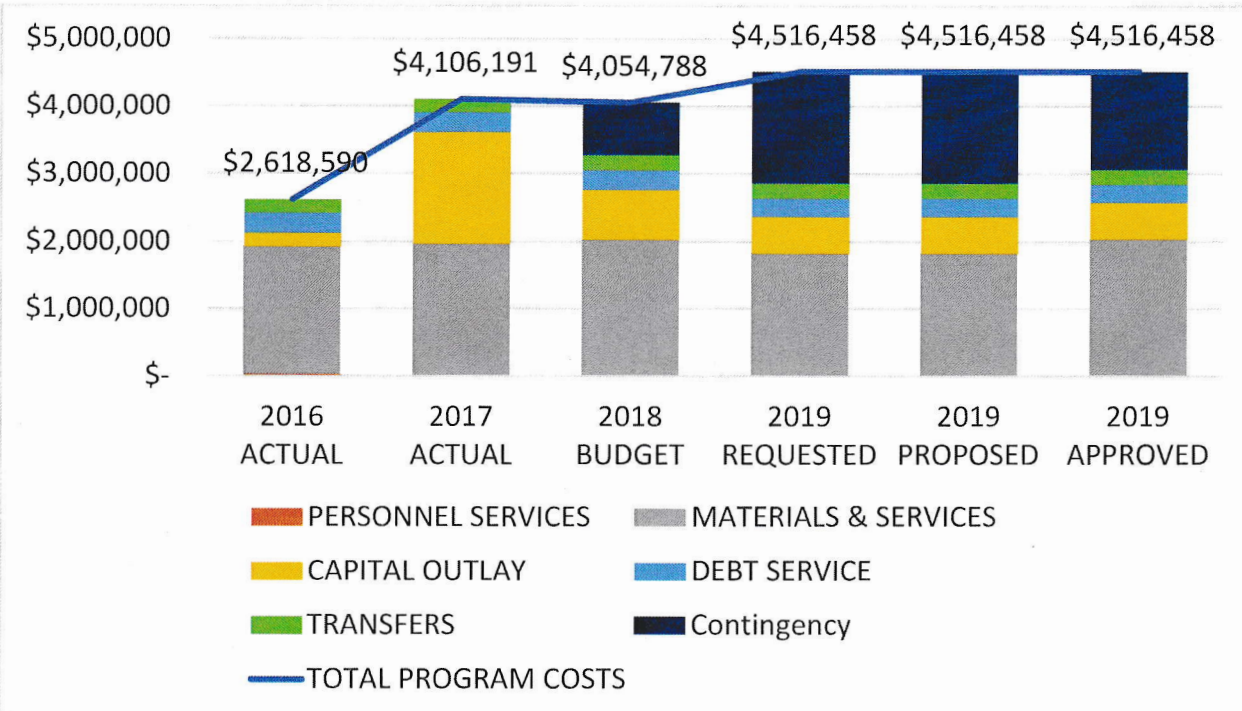
- East Idaho Meadow Planter Project \$ 40,000
- Cimline Crack-fill Machine \$ 60,000
- Crack fill \$ 15,000
 - Annual Program should be \$ 18,000
- ADA Compliance Project \$280,000
- Curb and Gutter \$ 20,000
- Chip Seal \$158,262
 - Annual Program should be \$300,000
- Street Services are Reduced for seasonal employees

WATER FUND

REVENUES



EXPENDITURES

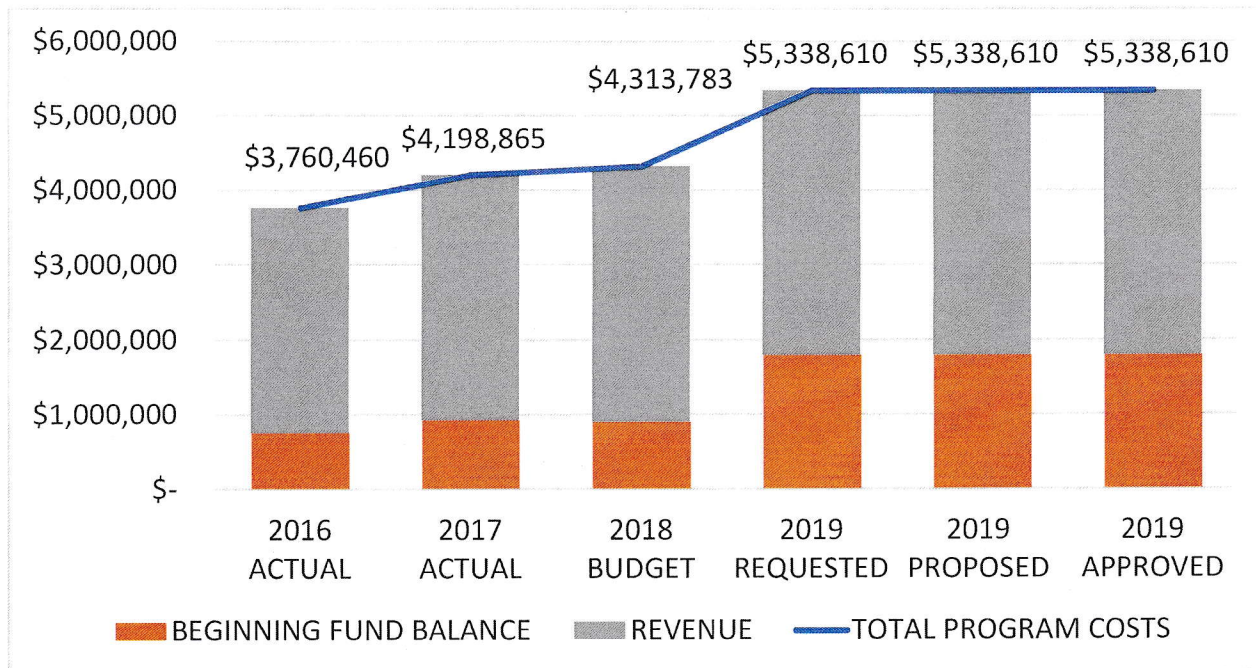


FUNDED ITEMS (Water Fund)

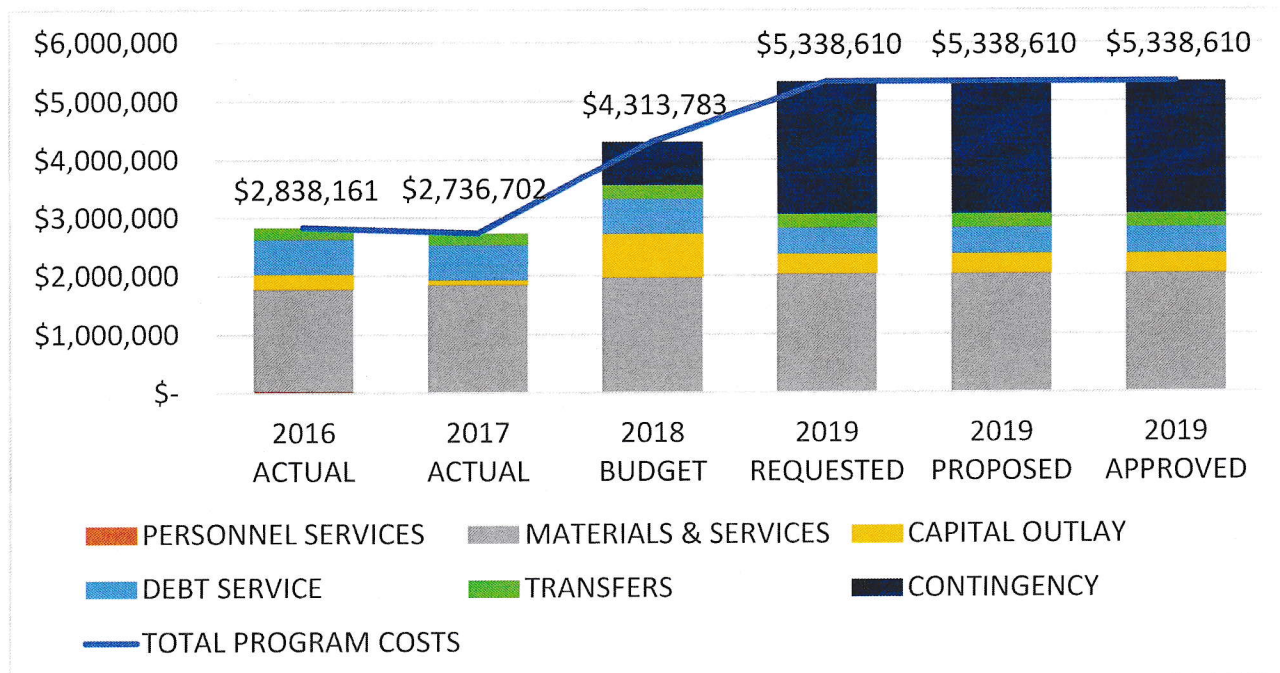
➤ Baffle Wall Replacement	\$160,000
➤ Microchlor Cell Replacement	\$ 27,000
➤ Solids Removal	\$ 50,000
➤ Water Master Plan	\$175,000
➤ Reservoir Improvements	\$ 10,000
➤ Wall Rehabilitations	\$ 10,000
➤ Clean and Repair Slough	\$ 20,000
➤ Backhoe (Split- Water/Sewer)	
➤ Pickup	

SEWER FUND

REVENUES



EXPENDITURES

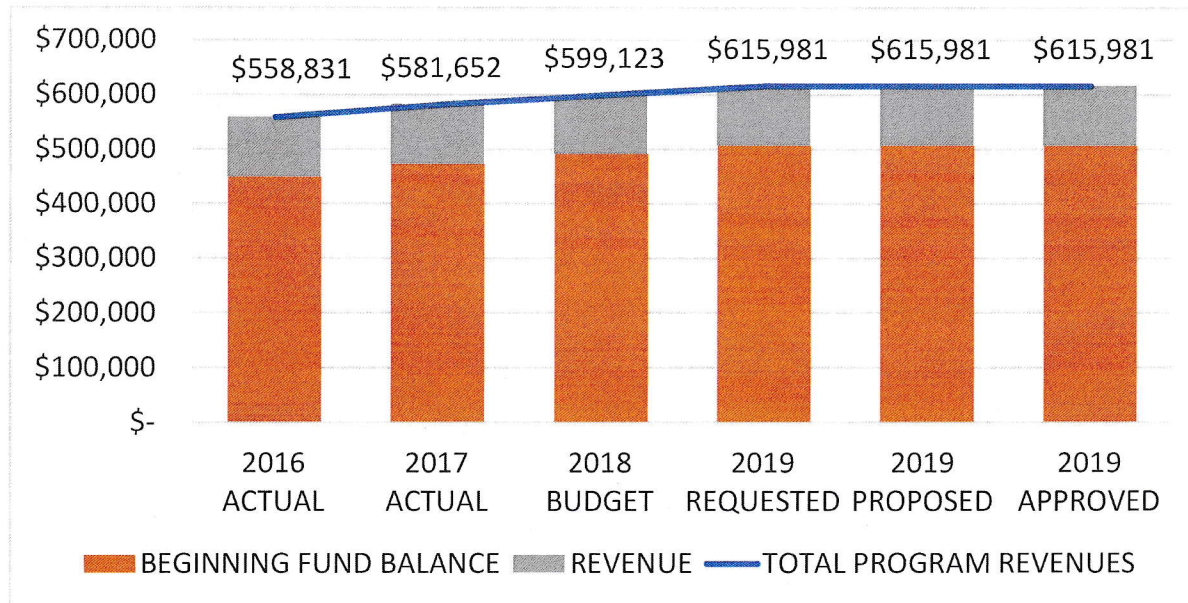


FUNDED ITEMS (Sewer Fund)

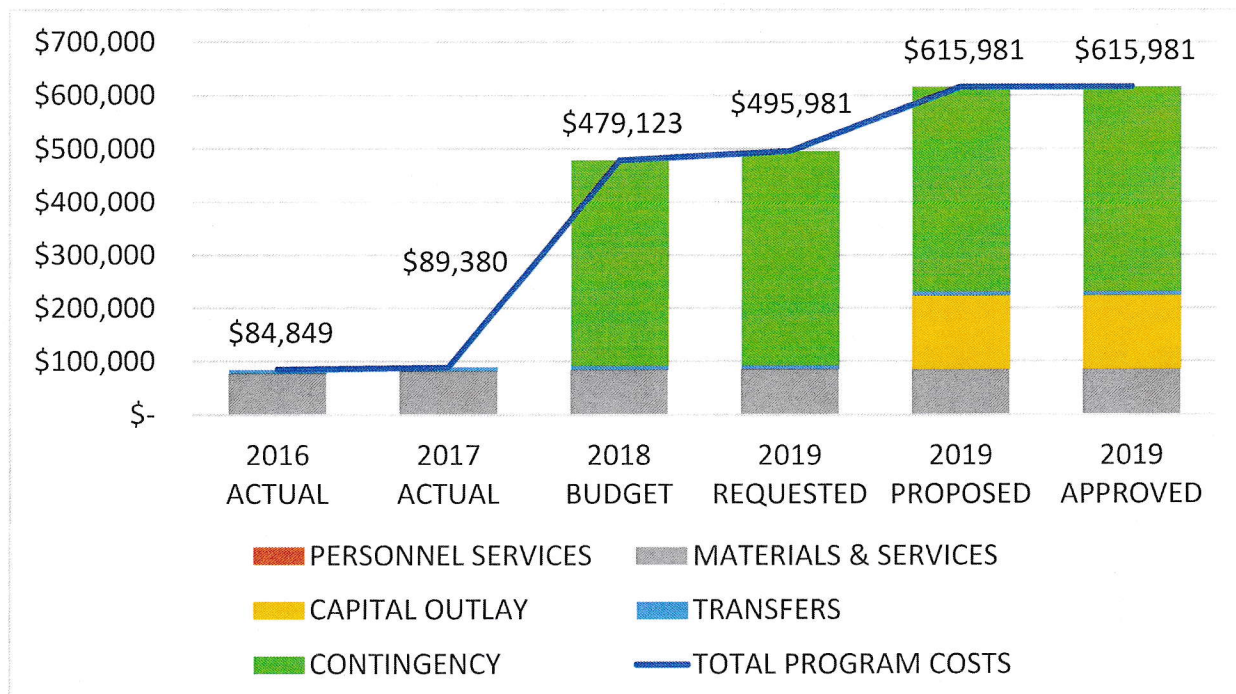
➤ NPDES Reports (templates)	\$ 45,000
➤ NPDES Requirements	\$ 65,000
➤ Interim Facility Improvements	\$ 50,000
➤ SRCI Lower Lift Station	\$ 85,000
➤ Push Camera	\$ 8,950
➤ Skid Camera	\$ 85,000
➤ SRCI 37 MH Replacement	\$ 37,000
➤ Sewer Line Evaluation	\$ 10,000
➤ Phase Two Security Upgrade	\$ 10,000
➤ Backhoe (Split- Water/Sewer)	

STORM WATER FUND

REVENUES



EXPENDITURES



FUNDED ITEMS (Storm Water Fund)

- Downtown Storm Drains \$ 18,000
 - Mid-Block Crossing Project
- Storm Drainage Mainline Repair \$120,000

UCF DEPARTMENT

Description	2016 Actual	2017 Actual	2018 Adopted	2019 Requested	2019 Proposed	2019 Approved
UCF REVENUES						
AVAILABLE CASH - UCF DEPT	2,186,946	2,253,730	2,246,983	2,736,956	2,736,956	2,736,956
UTILITY CAPITALIZATION FEE REV	465,088	456,768	513,912	513,912	513,912	513,912
Grand Total	\$ 2,652,034	\$ 2,710,498	\$ 2,760,895	\$ 3,250,868	\$ 3,250,868	\$ 3,250,868
UCF EXPENDITURES						
MATERIALS & SERVICES						
BAD DEBT EXPENSE	87	-	-	1,000	1,000	1,000
MATERIALS & SERVICES TOTAL	\$ 87	\$ -	\$ -	\$ 1,000	\$ 1,000	\$ 1,000
CAPITAL OUTLAY						
13WAT-02 NEW WELL #17	2,000	28,861	-	-	-	-
14SEW-01 SEWER LINE REPLAC	200,544	-	-	-	-	-
14WAT-03 NEW FIRE HYDRANT IN	-	-	25,000	25,000	25,000	25,000
14WAT-11 EASTSIDE RESV #2	195,673	50,041	-	-	-	-
SANITARY SEWER HOT SPOTS	-	8,832	200,000	-	-	-
VALVE REPLACEMENT	-	-	30,000	-	-	-
WATER LINE REPLACEMENT	-	20,962	200,000	-	-	-
WATER/SEWER LINE REPLACEMENT	-	-	-	1,180,000	1,180,000	1,180,000
METER REGISTER REPLACEMENT	-	-	-	200,000	200,000	200,000
CAPITAL OUTLAY TOTAL	\$ 398,216	\$ 108,695	\$ 455,000	\$ 1,405,000	\$ 1,405,000	\$ 1,405,000
CONTINGENCY						
UCF DEPT CONTINGENCY	-	-	2,305,895	1,844,868	1,844,868	1,844,868
CONTINGENCY TOTAL	\$ -	\$ -	\$ 2,305,895	\$ 1,844,868	\$ 1,844,868	\$ 1,844,868
Grand Total	\$ 398,303	\$ 108,695	\$ 2,760,895	\$ 3,250,868	\$ 3,250,868	\$ 3,250,868

FUNDED ITEMS (UCF Dept.)

- Water Sewer Line Replacement \$1,180,000
- Meter Register Replacement \$ 200,000
- New Hydrant \$ 25,000

CEMETERY DISTRICT

- KO – The council had a discussion on a Cemetery District; some really want to get a district on the ballot, but others are afraid they wouldn't get a board for it. Therefore, they are leaning towards looking at increasing the rates to try to keep up with the expenses.

VERDE / NW 4TH AVE. INTERSECTION

(Handout)

BR – We would like to consider putting in a 4-way stop at the intersection of Verde and NW 4th Avenue. Blaise from our office in Boise did a warrant on it, and this intersection doesn't quite make the warrant. Meaning "is it really necessary or not"? Because you don't want to put control in where it's not warranted. Or create issues by creating the control as well, i.e. safety issues.

Even though it didn't quite make the warrant for the volume of traffic or the types of accidents, Blaise felt giving all the circumstances, including the school zone, we could make an engineering judgment to justify putting in the 4-way stop. Taking into consideration the traffic volume due to the beltline, the consistent pattern of accidents, and school zone.

Background

NW 4th Ave is a 2-lane collector running east/west with a design hourly volume of approximately 160 veh/hr. Verde Drive is a 2-lane collector running north/south with a design hourly volume of approximately 280 vehicles per hour. The two roads intersect perpendicularly, with NW 4th Ave being stop controlled. No turning lanes are provided at the intersection on either road. Both roads utilize curb and gutter with an underground storm drain system, and sidewalk adjacent to the curb. There is limited pedestrian use, on the range of 2 to 3 pedestrians crossing the intersection per hour.



Figure 1 NW 4th Ave and Verde Drive Intersection

The intersection's crash history consists of 15 accidents from 2010 through 2017. None of these accidents were fatal. Most accidents were caused by vehicles running the stop signs on NW 4th Ave and being hit by crossing traffic on Verde Drive. Twice, a vehicle running a stop sign on NW 4th Ave collided with a vehicle on Verde Drive, which was then pushed into the existing pump house facility on the northeast corner of the intersection; once in 2011 and again in 2017.

The City of Ontario requested that the intersection be analyzed to determine if a four way stop condition is warranted, and if a four way stop condition would help to prevent the City's pump facility from being damaged in future collisions.

Factors Warranting a Four Way Stop

The Manual of Uniform Traffic Control Devices (MUTCD) outlines the circumstances in which an intersection may warrant being converted into a four way stop controlled intersection. One factor is crash history, the other is traffic volumes.

The MUTCD suggests that intersections where five or more crashes that are susceptible to correction by a multi-way stop installation are justified in being converted to multi-way stop intersections. The NW 4th Ave/Verde Drive intersection does not meet these criteria, as it experiences one to four crashes per year, since 2010, and not all of these crashed would have been susceptible to prevention by installing a four-way stop.

Justifying a multi-way stop condition based on traffic numbers requires meeting the following criteria:

1. The vehicular volume entering the intersection from the major street approaches (total of both approaches) averages at least 300 vehicles per hour for any 8 hours of an average day; and
2. The combined vehicular, pedestrian, and bicycle volume entering the intersections from the minor street approaches (total of both approaches) averages at least 200 units per hour for the same 8 hours, with an average delay to minor-street vehicular traffic of at least 30 seconds per vehicle during the highest hour; but
3. If the 85th percentile approach speed of the major-street traffic exceeds 40 mph, the minimum vehicular volume warrants are 70 percent of the values provided in Items 1 and 2.

Based on the traffic counts conducted in January of 2018, The NW 4th Ave/Verde Drive intersection does not satisfy these conditions when looking at 8-hour segments, but does satisfy these conditions during peak hours. As the population increases, the intersection will increasingly approach the formalized

criteria for a four-way stop. In addition, the crashes that resulted in damage to the pump facility were the type that could be susceptible to correction by installing a four way stop condition.

Conclusions

The NW 4th Ave/Verde Drive intersection does not meet the standard warrant criteria for a multi-way stop condition. However, it comes close to meeting these criteria, and given a reasonable traffic growth factor, could meet this criteria in the near future. In addition, the installation of a four way stop condition here would help in avoiding future damage to the City's pump facility. For these reasons, installation of a four-way stop is considered justifiable by means of engineering judgement.

The City has also expressed interest in installing bollards around the pump house to provide additional protection to the facility in the event that another vehicle may impact that quadrant of the intersection. These bollards would not be considered break-away features, and would pose a significant hazard to an errant vehicle impacting them. However, the existing corridor contains multiple hazards near the roadway including power poles, trees, fences, and boulders. In addition, the bollards would be located behind the sidewalk and outside the clear zone of 14 feet (as shown in the 2011 AASHTO Roadside Design Guide Table 3-1) assuming an edge of travel way 12 feet away from the centerline of the road.

Also, considering that in the urban environment clear zone is not always a practical design criterion due to slower vehicle speeds and numerous features near the roadway, the location of these bollards, even if they were within the clear zone, would be justification to negate their installation. For these reasons, installation of the bollards is justifiable as a means to protect the City's infrastructure.

RESOLUTION, ACTION &/OR MOTION:

The Public Works Committee members are all okay with moving forward with the 4-way stop at the intersection of Verde and 4th Avenue

UPDATES

BETSY/CLIFF

- Lower Lift Station electrical panel repairs to happen mid-week on the 22nd
- Wastewater discharging switched over to the Skyline irrigation; no longer to the river until October.
- Streets – helping support some of the issues associated with the Splash Pad.
- Annex – curb and gutter work is formed and to be poured tomorrow.
- FRCC – Pre-construction meeting soon for the Sanitary Storm and Water project.

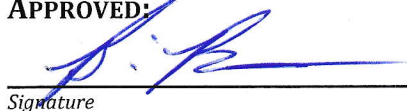
COMMENTS

RH – Have you developed any type of new fee schedule that you'd like to see associated with the prison?
BR – Not detailed yet. But did talk about it at the last meeting.

ADJOURN

The motion was made by Mr. Wilson, seconded by Mr. Woodcock to adjourn: Motion passed unanimously.

APPROVED:


Signature


Date

(Bernie Babcock, Chairman / Riley Hill, Vice-Chairman)



SREDA Board Meeting
New Plymouth City Hall, Council Chambers
August 8, 2018

Board and Members: Nate Marvin, Ken Hart, Annette Serrano, Tim Heinz, Melody Goodman, Torie Ramirez, Bob Komoto, Ken Bishop, Rick Watkins, Matt Frye, Cathy Yasuda, Adam Brown, Georgia Hanigan, Jim Maret, Marla Roberts, Beth Earles, Jeff Williams, Dan Cummings, Jennifer Huff, Rick LaHuis, Mike Hanigan, Andy Oyervides, Amy Stahl, Larry Hogg, and Patrick Nauman

Guests: Rep. Ryan Kerby, Catie Bennett, Andrea Testi, and Alicia Cavazos

Staff: Executive Director of SREDA, Kit Kamo

1. Chairman Patrick Nauman called the meeting to order: 7:01AM and began by thanking the City of New Plymouth for hosting the meeting and the Senior Center for baking the wonderful cinnamon rolls and maple bars!

2. Introduction of attendees: Each attendee introduced themselves and what organization or business they represented.

3. Motion to approve the July minutes: Minutes from the July 11, 2018 meeting were emailed out for review. Chairman Nauman asked for any changes to the minutes. Hearing none, he asked for a motion to approve. Ken Bishop so moved and Adam Brown seconded the motion. The motion passed.

4. Financial report given by Kit, who filled in for Treasurer Sandy Hemenway. Kit covered the balances in each account as well as the monthly activity. A motion to approve the July financials was made by Mike Hanigan with a 2nd from Andy Oyervides. Motion passed.

Set the SREDA Annual Meeting date – The board agreed upon October 30, 2018 as the evening for the annual meeting. More details will be forthcoming.

5. City and Community Highlights:

A. Fruitland City: City Administrator, Rick Watkins, told about a \$206,800 rebate received from Idaho Power due to the power savings of the city's new wastewater treatment plant. Rick also reported that the city received a \$150,000 donation for the Payette River Sports Complex from a local estate. The complex will be a field sport venue with practice fields for field sports, which will also include public restrooms, a splash pad and 2 ice skating rinks. Then he mentioned a new store called Lash Babes, along with some other interesting new businesses coming to Fruitland.

- Fruitland Community: Ken Bishop told about the Fruitland Fun Days will be coming in September. He also mentioned that Agile Homes is finishing 1 new home per week in the region.

B. Payette City: Mayor Jeff Williams said that three new parcels have been annexed by request of residents. The Portia Club had their ground breaking on the 121 Main Street building and will start working on remodeling it. The plans will be for the building to be a business incubator. Sales of fuel at the airport have really increased. The increase in sales will be able to help fund



the runway expansion without the need for tax dollars. Cruise Night is coming the 1st weekend after Labor Day.

D. Ontario City: City Manager, Adam Brown, said that the city council has allowed the marijuana initiative to go on the November ballot. The airport has finished the runway lights and taxiway with a \$100,000 grant in which the city only had to provide 1% of the cost. A perimeter electrical fence for security will be the next installation. With Nampa and Caldwell airports choked with business the Western Treasure Valley airports can really fill a need. The Ontario splash pad is moving forward. The bathroom bid came in as budgeted and the concrete bid will be coming next.

E. Ontario: Dan Cummings, Community Development Director, reported that a couple of new commercial developments are coming, but he cannot discuss the specific company names yet. A 10-20 worker data center is in the works. A 15 acre solar project to assist in affordable housing is in the planning stage. There have been recent inquiries into how Oregon's legalization of marijuana has affected our workforce.

F. New Plymouth: Mayor Beth Earles reported that streets are being repaired, 80 new lots have been annexed into the city, and there have been some rezoning of industrial to residential lots. The Payette County Fair is in New Plymouth this week and they will have their parade Thursday evening and there will be 3 nights of PRCA sanctioned rodeo.

G. Nyssa: Nyssa City Manager, Jim Maret said the Reload Facility is moving along on schedule. He was part of a group that visited several sites on the east coast that could handle the unloading and distribution. He will be heading to Omaha with others to visit with Union Pacific soon. Agile Homes is building several homes in Nyssa and they are considering another subdivision. The water treatment plant is close to completion. The project has been slowed waiting for the last few parts. Completion is expected by the end of August. Thunderegg Days was the best it has been in several years.

Tim Heinz said that Valley Family Health in Nyssa is doing opioid treatment. Tori Ramirez added that the Twilight Cafe has been rebuilt after snowmageddon, and the Middle School is close to completion just in time for the start of school.

H. Weiser City: City Councilman Larry Hogg said that the street project on W 9th Street is progressing and one on East Park Street between State and Highway 95 is scheduled to be completed prior to school starting. We anticipate a building permit for the new Ridley's Store will be requested by the end of this week. The parks are being prepared for fall activities and the pool will close August 18th. Renovations will be completed on the pool prior to opening next spring.

Weiser Community: Jennifer Huff, Weiser Chamber, said that their Farmer's Market is still on Wednesdays at the train depot. The Rose Advocate Golf Tournament is coming up soon and is a great fundraiser for them. The Chamber Community Awards will be awarded in October, so they would like nominations in September. Check the Chamber's Facebook page to nominate.

Patrick Nauman told the group that Weiser will be having a "Back to School Night" August 17th at 8 PM on the football field. They are showing a free film, "Remember the Titans". The Weiser

Taskforce, along with the county, is doing a hotel feasibility study. Weiser Classic Candy will have a “Give Back Day” fundraiser with their employees. A car wash at Zion’s Bank to raise funds for backpacks and school supplies to give to students that have none.

6. No one was there from Vale, so no report was given.

7. County Highlights

A. Payette: Commissioner Georgia Hanigan announced that the Payette County Fair parade will honor Larry Church as the Grand Marshall. The new fairground restrooms are under construction and will be ready for next year’s fair. The county will be voting on a county wide library district. Payette city will not be a part of this district since they have a city wide library district.

B. Washington County: Commissioner Nate Marvin reported that Washington County Fair livestock sale was the biggest and best ever this year and is held in their new air conditioned building. The county is in the budgeting process. They appreciated the wider community help with their two recent fires.

C. Malheur County: No one from the county was present to report. However, the group discussed the recent tragic fire at Dettinger’s in Vale and how all the fire departments sent mutual aid to assist.

8. Executive Directors Report:

Kit’s written report was handed out in the packet and she talked in detail about a couple of the projects:

Executive Director Report July 2018

I joined the Weiser Economic Taskforce, the city and the county in a meeting on Project Hotel at Zion’s Bank with the BriMark Hotel folks (pictured right).

Worked on Project Soup with a landowner in Fruitland as well as properties in Washington County.

Met with Project Red Rock. Discussed the investor and funding mechanisms as well as their interest in the City of Nyssa property site.

Met with the Payette URA group. Assisted in setting up a meeting with a state representative to discuss potential projects and partnerships that would enhance the town.

Met with a local manufacturer in Ontario on a BRE (business retention and expansion) visit. The company manufactures their product and ships all over the Pacific Northwest. They are a custom shop, so they can meet the needs of many different types of product. In response to the lack of trained workforce, they are utilizing the TVCC internship program and their latest placements have been successful candidates. However 2 of the 3 left for jobs in the Caldwell area.



St. Luke’s and MSTI had the groundbreaking in Fruitland for the new Respite House with the Lt. Governor in attendance (pictured below). The facility





will include RV sites as well as housing for cancer patients coming into town for treatments. This is an exciting project!

Met with the Payette County P & Z and a local landowner to discuss his options for future development. Discussed Project Farm and the issue with ITD vs the County and local business. Kit will follow up and see if there are options in dealing with ITD.

Project MAC – Canada project looking at the Idaho/Oregon region for oil manufacturing. Working with local hop and hemp growers in the area.

Project Kitty Litter – met with client and discussed options for developing and expanding business opportunities.

Project I-11 – Several phone meetings to discuss the new north-south freeway, Interstate 11, from Arizona through Nevada and possibly into Oregon and Idaho. Arizona has been building their section. Nevada has been meeting to determine the route. At this time it looks as though it will be similar to US Hwy 95's route. This will beef up our trucking opportunities greatly! We'd love to have I-84 and I-11 intersect in our region!

Project Mustang – New lead from Site Location Partners and a company from back east looking for a western region location. Meeting with a potential build to suit landowner, local city and the company.

9. Round Table:

A. Catie Bennett, Small Business Administration, encouraged businesses in need of a loan to consider the SBA as there are some new programs. Use their website to fill out and file forms.

B. Amy Stahl, St Lukes, told everyone who attended the ground breaking ceremony for the Fruitland Respite House thank you. They hope to be open by spring.

C. Adam Brown, Ontario City Manager, said that the city has 'The Marijuana Ad Hoc Committee', composed of members both for and opposed to marijuana sales in Ontario. It is a good group providing input regardless of the outcome of the election. They have a good idea of revenue expectation from a city tax and also from the state. They are getting lots of attention from other areas outside of Ontario.

D. Ken Hart, Saint Alphonsus, said that the \$50 million investment in the Ontario Hospital is completed. All rooms are either new or remodeled. They also have 3 new board members, Stephanie Williams, Larry Church and Wendy Hill.

E. Cathy Yasuda, TVCC, reported that they are gearing up for the start of fall quarter. The first 3 students of the MA program have graduated and the fall class is full. There are 8000 SNAP recipients in Malheur County and TVCC is looking to provide services for at least 100 students who are receiving SNAP benefits. A grant will cover the costs of a Navigator and instructor/tutor so that the college can partner with the state and help train the SNAP recipients so they will be ready to work.

F. Bob Komoto, Four Rivers Cultural Center and Kiwanis Club, reported that the Center will have Live After Five in the Japanese Garden today at 5 PM and the next one is August 22nd. The OSU 150th Anniversary Exhibit will open in the Harano Gallery Friday August 10th at 6PM. Free Zumba classes will continue into fall. The Kiwanis Club annual Chicken BBQ will be August 16th. Tickets bought before the event are \$10, sales at the event will be \$12.



G. Andrea Testi, TVCC, Small Business Development Center (SBDC) said they have classes in entrepreneurship with a grant from the Ford Foundation. Also a session in Exit and Entry of a business and succession planning. They have started an Electrical Apprenticeship program to become a journeyman electrician (4 year program) and a 2 year program for Limited Maintenance Electrician. Also a Construction combined class with Idaho State University and Home Depot just started to help develop skills for new construction employees.

10. Next meeting will be September 5th at the Weiser Senior Center and they will be providing a breakfast.

11. Meeting adjourned 8:01AM.

Minutes prepared by Bob Komoto for Randy Griffin who was out of town.