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

COUNCIL MEETING AGENDA
CITY COUNCIL – CITY OF ONTARIO OREGON
TUESDAY, JUNE 18, 2019, 7:00 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: Freddy Rodriguez _____ Marty Justus _____ Ramon Palomo _____ Dan Capron _____
Michael Braden _____ Norm Crume _____ Mayor Riley Hill _____

2) PLEDGE OF ALLEGIANCE

This Agenda was posted on June 14, 2019. Copies of the Agenda are available from the City Hall Customer Service Counter and on the city's website at www.ontariooregon.org.

3) MOTION TO ADOPT THE AGENDA

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

5) CONSENT AGENDA

A) Minutes:
City Council Work Session: 05-09-2019
City Council Meeting: 05-21-2019

6) SPECIAL ACTION

A) Oath of Office: Police Chief Steven Romero

7) PRESENTATIONS

A) Four Rivers Cultural Center Annual Presentation
B) South Oregon ADA Ramp & Intersection Options

8) OLD BUSINESS

A) Resolution 2019-119-C: Correcting Resolution #2019-119 Which Adopted the City of Ontario's Annual 2019-2020 Budget
B) Resolution #2019-123: Establishing a Classification and Compensation Plan

9) NEW BUSINESS

A) Resolution #2019-124: Recognizing Unexpected Grant Revenues and to Transfer Budgeted Appropriations for Unexpected Items
B) Lease with Ani-Care Animal Shelter for Public Works Shop
C) Agreement with J-U-B Engineering for Professional Services
D) Agreement with TVCC for Maintenance of the Treasure Valley Connector Trail
E) Agreement with the Recreation District for Recreation Assets

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

10) DISCUSSION ITEMS

A) Amending of Marijuana Ordinance

B) Discussion of Vacant Structure Task Force

C) Loan to Recreation District

11) HAND-OUTS

A) Minutes: (Attached)
Public Works Committee 04-15-2019 (Approved)
Public Works Committee 05-14-2019 (Draft)

B) Check Register May 1, 2019 to June 12, 2019

12) CORRESPONDENCE, COMMENTS AND EX-OFFICIO REPORTS

13) EXECUTIVE SESSION

A) ORS 192.660(2)(e)

14) ADJOURN

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

CITY COUNCIL WORK SESSION MINUTES
May 9, 2019

The scheduled Work Session of the Ontario City Council was called to order by Council President Dan Capron at 12:00 p.m. on Thursday, May 9, 2019, in the Council Chambers of City Hall. Council members present were Norm Crume, Dan Capron, Ramon Palomo, Michael Braden, Marty Justus, and Freddy Rodriguez. Mayor Riley Hill arrived at 12:21.

Members of staff present were Adam Brown, Tori Barnett, Larry Sullivan, Corinna Hysell, Terry Leighton, Dan Cummings, Cliff Leeper, Jason Cooper, Peter Hall, Betsy Roberts, and Dan Beaubien.

The meeting was recorded and copies are available at City Hall.

Councilor Capron led everyone in the Pledge of Allegiance.

AGENDA

This Agenda was posted on May 7, 2019. Copies of the Agenda are available from the City Hall Customer Service Counter and on the city's website www.ontariooregon.org.

Request to move 9(H) Discussion on Support of Ontario 8C School Bond Referendum to 5(C); 5(C) Street Deterioration to 5(D); and 6(A) Proclamation: Older Americans Month to be read following the presentation of 5(B) Snake River Transit Update. Item 9(H) was changed to a Request for Support for a Grant Application by Revitalize Ontario.

CRUME moved, BRADEN seconded, **to ADOPT THE AGENDA AS AMENDED.** Roll call vote: Braden-yes; Justus-yes; Palomo-yes; Crume-yes; Rodriguez-yes; Capron-yes; Hill-out. Motion carried 6/0/1.

PRESENTATIONS

SREDA Update (Hand-out attached)
Kit Kamo, Executive Director, presented.

Snake River Transit Update (Hand-out attached)
Loni Thomas, Executive Director, presented.

Proclamation: Older Americans Month (Incorporated through attachment)
Councilor Capron read the Proclamation into the record.

Support of Ontario 8C School Bond Referendum
Nicole Albisu, 8C Superintendent, presented.

Street Deterioration Update (Attached)
Betsy Roberts, City Engineer, presented.

NEW BUSINESS

Liquor License Application: Kirley's, LLC
Jason Cooper, Interim Police Chief, presented.

CRUME moved, CAPRON seconded**, THAT THE CITY COUNCIL APPROVE THE NEW OUTLET, FULL ON-PREMISES COMMERCIAL SALES LIQUOR LICENSE APPLICATION FOR KIRLEY'S LLC.** Roll call vote: Braden-yes; Justus-no; Palomo-yes; Crume-yes; Rodriguez-yes; Capron-yes; Hill-yes. Motion carried 6/1/0.

Liquor License Application: C. Stein, Inc.
Jason Cooper, Interim Police Chief, presented.

CRUME moved, BRADEN seconded, **THAT THE CITY COUNCIL APPROVE THE NEW OUTLET, WHOLESALE MALT BEVERAGE AND WINE LIQUOR LICENSE APPLICATION FOR C. STEIN, INC.** Roll call vote: Braden-yes; Justus-yes; Palomo-yes; Crume-yes; Rodriguez-yes; Capron-yes; Hill-yes. Motion carried 7/0/0.

PUBLIC HEARING

Authorize Mayor to Accept Right of Way Donation of Portion of SE 3rd Avenue Under an Administrative Decision in Planning Action 2019-03-23PTN
It being the date advertised for public hearing on the matter stated, the Hearing was declared open. There were no objections to the city's jurisdiction to hear the action, no abstentions, ex-parte contact, and no declarations of conflict of interest.

Dan Cummings, Community Development Director, presented.

The Hearing was opened for public testimony.

Opponents: None. Proponents: None. There being no Proponent and no Opponent testimony, the Hearing was closed.

CRUME moved, seconded by CAPRON, **THAT THE CITY COUNCIL APPROVE THE DEDICATION OF THE RIGHT OF WAY FOR A PORTION OF SE 3RD AVENUE AS SHOWN ON THE FINAL PARTITION PLAT OF H2MK, LLC; SAID PARTITION BEING APPROVED BY AN ADMINISTRATIVE ACTION ON MARCH 24, 2019, UNDER PLANNING FILE 2019-03-23PTN AND AUTHORIZE THE MAYOR TO EXECUTE HIS SIGNATURE ON THE SAID FINAL PLAT ACCEPTING THE DEDICATED RIGHT OF WAY.** Roll call vote: Braden-yes; Justus-yes; Palomo-yes; Crume-yes; Rodriguez-yes; Capron-yes; Hill-yes. Motion carried 7/0/0.

DEPARTMENT HEAD UPDATES

Financial Report: Monthly Report
Kari Ott, Finance Director, presented. (Report attached)
Community Development: Quarterly Report
Dan Cummings, Community Development Director, presented. (Report attached)
Public Works: Quarterly Report
Cliff Leeper, Public Works Director, presented. (Report attached)
Airport: Quarterly Report
Dan Beaubien, Airport Manager, presented. (Report attached)
Tom Frazier, FBO, Barbara Brody, Aviation Program, and Ron Hanks, Flight School Instructor, also provided comments.

HAND-OUTS/DISCUSSION ITEMS

Letter in Support of SB935; HB2454; HB2456; HB2457 and Letter in Opposition to HB2408
Mayor Hill stated SB935 eliminated licensing for irrigation projects under $5,000; HB2454 was a buffer time for professional certifications; HB2456 was in regard to rural residential lots. The Boarder Board had been working on that. HB2457 allowed for recruitment of teachers in boarder areas.

CRUME moved, CAPRON seconded, **TO SEND A LETTER IN SUPPORT OF SB935, HB2454, HB2456, AND HB2457**. Roll call vote: Braden-yes; Justus-yes; Palomo-yes; Crume-yes; Rodriguez-yes; Capron-yes; Hill-yes. Motion carried 7/0/0.

Mayor Hill stated the letter in opposition was for HB2408, prevailing wage required in Enterprise Zone in excess of $20M. That would almost negate the Enterprise Zone. The League of Oregon Cities has also come out in opposition to this proposed Bill.

CRUME moved, CAPRON seconded, **TO SEND A LETTER IN OPPOSITION TO HB2408.** Roll call vote: Braden-yes; Justus-yes; Palomo-yes; Crume-yes; Rodriguez-yes; Capron-yes; Hill-yes. Motion carried 7/0/0

Greater Eastern Oregon Development Corporation (GEODC) 5-Year Community Economic Development Strategy Plan

Mayor Hill stated the GEODC conducted a survey every few years to make regional strategies, titled CEDS (Community Economic Development Strategy). There were seven counties involved in our region. All the data retrieved from the surveys was compiled into one region, but that didn't adequately reflect what occurred in our boarder area. He contacted GEODC and found that the survey was put together by the University of Oregon. He then contacted the administrator of UofO, and while it was understood that this area was different than the rest of the region. The Mayor's request to the Council was to give consensus for he and Adam Brown to develop verbiage for inclusion in the regional plan. The plan currently did not reflect what happened in Ontario.

Mr. Brown stated he believed the acronym was Coordinated, not Community, as it was coordinated between the counties. Much of the grant availability would depend on the outcome of the survey.

Mayor Hill stated he had also spoken with members of the County Court, and they were also interested in participating on developing language for inclusion in the plan.

Council consensus to move forward on this action.

SRCI Water Contract Extension

Adam Brown, City Manager, stated this was a tough subject to discuss, but they were making progress. He believed it was something that could be wrapped up with the additional three month extension. He was seeking approval to bring forward an extension from the state to allow this to come to completion. The goal was to wrap up the water and wastewater contracts by the expiration of the wastewater contract at the end of September. They met prior to the Work Session and they had developed a strategy that they were ready to put on the table. The city was asking for the extension, not the state. If the city didn't entertain the idea of an extension, because the state was afraid the city might threaten to pull the plug, which the state would then prevent the city from doing, which would send it to a Circuit Court Judge to determine what the appropriate rates would be. There would be two contracts, and they were discussing the water one. It would set the model for the second one. Included was the 10-year capital plan, for both water and wastewater. The state would rather have a 20-year contract, but he didn't feel comfortable estimating that far in advance, especially with the NPDES permit unknowns. He was recommending a 10-year contract, which would include an inflation indicator. When the rates adjusted for other customers, it would adjust equally for the SRCI.

CRUME moved, CAPRON seconded, **THAT THE ONTARIO CITY COUNCIL ALLOW STAFF TO BRING BACK A THREE MONTH EXTENSTION FOR THE CITY AND SRCI WATER SERVICES CONTRACT.** Roll call vote: Braden-yes; Justus-yes; Palomo-yes; Crume-yes; Rodriguez-yes; Capron-yes; Hill-yes. Motion carried 7/0/0.

Support Grant Request

Adam Brown, City Manager, stated this item was for an art grant request the city just received from Revitalize Ontario; the grant was due Monday. It was to cover the utility boxes in the community with artwork.

JUSTUS moved, CAPRON seconded, **TO AUTHORIZE THE CITY MANAGER TO WRITE A LETTER OF SUPPORT FOR THE GRANT APPLICATION OF REVITALIZE ONTARIO FOR ARTWORK ON THE CITY'S ELECTRICAL BOXES.** Roll call vote: Braden-yes; Justus-yes; Palomo-yes; Crume-yes; Rodriguez-yes; Capron-yes; Hill-yes. Motion carried 7/0/0.

SREDA EDA 2019 Report Card (Attached)

Agenda: Planning Commission 05-13-2019 (Attached)

Minutes
Public Works Committee: 03-12-2019 (Attached)
County Court: 03-27-2019 (Attached)
County Court: 04-03-2019 (Attached)
County Court: 04-17-2019 (Attached)
SREDA: 04-03-2019 (Attached)

Department Stats:
Code Enforcement: Mar, 2019 (Attached)
Police: Mar, 2019 (Attached)
Public Works: Apr, 2019 (Attached)
Fire & Rescue: Apr, 2019 (Attached)

CORRESPONDENCE, COMMENTS, AND EX-OFFICIO REPORTS

- Councilor Crume thanked everyone involved in the Kyle Petty/Victory Junction organization that came through Ontario last week. The Chamber of Commerce made a big presentation that was not common in every town the riders stopped in.

- Councilor Crume stated with regard to the monthly or quarterly stats from staff, personally, he felt it was overkill. The information was extremely important, but he didn't see the need for having the presentations so often. He suggested maybe half as often.

- Mayor Hill stated he was being contacted by community members with regard to some burned out buildings, non-clean-up of trashy areas, weeds, etc.

  Lt. Cooper, Interim Police Chief, stated Officer Brockett was working on those issues. One in particular was on NW 8th Street/NW 4th Avenue, a burned out motor home. That was in the middle of an insurance claim. It was suggested that the owner at least cover the structure. He would look into the status of other current cases.

  Terry Leighton, Fire Chief, stated he spoke with Officer Brockett regarding the motor home structure. The one at NW 4th Avenue/NW 2nd Street had been there way too long. It was determined to be a derelict property, so it was in the civil process.

- Councilor Capron stated the Kyle Petty Ride was a big deal, bigger than what other cities had done. The group seemed very impressed. The work by the Chamber was the type of thing Ontario needed.

- Councilor Justus stated last Saturday had been the Chocolate and Wine Walk, and it was a success. Everyone was very happy with the results.

- Councilor Justus stated with regard to code enforcement: the MALL! Why had nothing been done about the mall, before the weeds got to where they currently were.

  Mr. Brown stated by code, the weeds had to be 10-12 inches in height. He was told yesterday that letters had already gone out. When the timeframe for response expired, he would be issuing a civil penalty.

- Mayor Hill mentioned the St. Alphonsus Hoe-Down, which was a great success and a lot of money was raised for scholarships.

- Councilor Palomo stated Monday he had attended a gala at Four Rivers Cultural Center, and he wanted to give kudos to the senior prep students from Four Rivers Community School. On Monday night, that group had given $5,000 worth of donations to five non-profit organizations. Please tell them thank you.

EXECUTIVE SESSION

ORS 192.660(2)(e)
An executive session was called at 2:35 p.m. under provisions of ORS 192.660(1)(e) to discussion real property actions. The Council reconvened into regular session at 2:49 p.m.

ADJOURN

PALOMO moved, CAPRON seconded, **THAT THE MEETING BE ADJOURNED**. Unanimous voice agreement.

ACCEPTED:	**ATTEST**
_______________________________	___________________________________
Riley J. Hill, Mayor	Tori Barnett, MMC, City Recorder

CITY COUNCIL MEETING MINUTES
May 21, 2019

The scheduled meeting of the Ontario City Council was called to order by Mayor Riley Hill at 7:00 p.m. on Tuesday, May 21, 2019, in the Council Chambers of City Hall. Council members present were Riley Hill, Dan Capron, Norm Crume, Dan Capron, Michael Braden, Marty Justus, and Freddy Rodriguez. Ramon Palomo was excused.

Members of staff present were Adam Brown, Corinna Hysell, Jason Cooper, Terry Leighton, Kari Ott, Dan Cummings, Larry Sullivan, Cliff Leeper, Peter Hall, and Dan Beaubien.

The meeting was recorded and copies are available at City Hall.

Mayor Hill led everyone in the Pledge of Allegiance.

AGENDA

This Agenda was posted on May 17, 2019. Copies of the Agenda are available from the City Hall Customer Service Counter and on the city's website www.ontariooregon.org.

CRUME moved, CAPRON seconded, **TO ADOPT THE AGENDA AS PRESENTED.** Roll call vote: Crume-yes; Rodriguez-yes; Palomo-out; Justus-yes; Capron-yes; Braden-yes; Hill-yes. Motion carried 6/0/1.

CONSENT AGENDA

CAPRON moved, CRUME seconded, **TO ADOPT THE CONSENT AGENDA, WHICH INCLUDED APRIL 4, 2019, COUNCIL WORK SESSION MINUTES; AND APRIL 16, 2019, COUNCIL MEETING MINUTES.** Roll call vote: Crume-yes; Rodriguez-yes; Palomo-out; Justus-yes; Capron-yes; Braden-yes; Hill-yes. Motion carried 6/0/1.

PRESENTATION

Revitalize Ontario

Charlotte Fugate stated her organization was asking for approval to install a sign welcoming people to the downtown area. This would provide more visibility for downtown Ontario.

Dan Cummings, Community Development Director, stated the group needed authority from the city as the sign would be located in the city right-of-way.

CRUME moved, CAPRON seconded, **THAT THE CITY COUNCIL ALLOW REVITALIZE OREGON TO PURSUE A GRANT FOR THE HISTORIC ARCH TO GO IN THE CITY RIGHT-OF-WAY.** Roll call vote: Crume-yes; Rodriguez-yes; Palomo-out; Justus-yes; Capron-yes; Braden-yes; Hill-yes. Motion carried 6/0/1.

OLD BUSINESS

Resolution #2019-115: Supplemental Budget to Receive and Expend Police Donations

Kari Ott, Finance Director, presented.

CAPRON moved, RODRIGUEZ seconded, **THAT THE COUNCIL APPROVE RESOLUTION #2019-115, A RESOLUTION APPROVING A SUPPLEMENTAL BUDGET TO RECEIVE AND EXPEND POLICE DONATIONS. Roll** call vote: Crume-yes; Rodriguez-yes; Palomo-out; Justus-yes; Capron-yes; Braden-yes; Hill-yes. Motion carried 6/0/1.

NEW BUSINESS

Resolution #2019-116: Support for the Treasure Valley Connector Trail Recreation Trail Program Grant Application and Approval of the Land Manager Approval Form
Adam Brown, City Manager, presented.

JUSTUS moved, BRADEN seconded, **THAT THE CITY COUNCIL ADOPT RESOLUTION #2019-116, A RESOLUTION SUPPORTING THE TREASURE VALLEY CONNECTOR TRAIL RECREATION TRAIL PROGRAM (RTP) GRANT APPLICATION AND AUTHORIZE THE MAYOR TO EXECUTE THE LAND MANAGER APPROVAL DOCUMENT.** Roll call vote: Crume-yes; Rodriguez-yes; Palomo-out; Justus-yes; Capron-yes; Braden-yes; Hill-yes. Motion carried 6/0/1.

Resolution #2019-117: Establishing Policies Related to Ending Fund Balances for 2018-2019 (GASB54)
Kari Ott, Finance Director, presented.

CRUME moved, CAPRON seconded, **THAT THE CITY COUNCIL ADOPT RESOLUTION #2019-117, A RESOLUTION ESTABLISHING POLICIES RELATED TO ENDING FUND BALANCES FOR 2018-2019.** Roll call vote: Crume-yes; Rodriguez-yes; Palomo-out; Justus-yes; Capron-yes; Braden-yes; Hill-yes. Motion carried 6/0/1.

Resolution #2019-120: Splash Park Operations
Adam Brown, City Manager, presented.

JUSTUS moved, BRADEN seconded, **THAT THE CITY COUNCIL ADOPT RESOLUTION #2019-120, A RESOLUTION COVERING OPERATIONS OF THE SPLASH PARK FOR THE MONTH OF JUNE, 2019.** Roll call vote: Crume-yes; Rodriguez-yes; Palomo-out; Justus-yes; Capron-yes; Braden-yes; Hill-yes. Motion carried 6/0/1.

Financing of BLM Improvements
Adam Brown, City Manager, presented.

CRUME moved **THAT THE COUNCIL ACCEPT THE CONSENSUS NEEDED TO AUTHORIZE THE CITY MANAGER TO PAY FOR COSTS UPFRONT AND RECOUP COSTS FOR IMPROVEMENTS FROM THE BLM THROUGH A REVISED LEASE FOR A MAXIMUM OF NOT TO EXCEED $7,000.** No second.

CAPRON moved, JUSTUS seconded, **THAT THE CITY COUNCIL AUTHORIZE THE EXPENDITURES FOR THE CONSTRUCTION OF THE INSTALLATION OF THE TRAILER AND ELECTRICAL LINE AT THE BLM SITE AT THE ONTARIO AIRPORT, FOR A COST NOT TO EXCEED $7,000.** Roll call vote: Crume-yes; Rodriguez-yes; Palomo-out; Justus-yes; Capron-yes; Braden-yes; Hill-yes. Motion carried 6/0/1.

CAPRON moved, CRUME seconded, **THAT THE CITY'S FULL COST FOR THAT PROJECT, INCLUDING ADMINISTRATIVE CHARGES, SHALL BE REIMBURSED TO THE CITY BY THE BLM THROUGH A LEASE AMENDMENT THAT WILL INCREASE THE RENT TO COVER THOSE COSTS.** Roll call vote: Crume-yes; Rodriguez-yes; Palomo-out; Justus-yes; Capron-yes; Braden-yes; Hill-yes. Motion carried 6/0/1.

PUBLIC HEARINGS

Resolution #2019-118: Declare City's Intent to Receive State Revenues
It being the date advertised for public hearing on the matter of Resolution #2019-118, the Hearing was declared open. There were no objections to the city's jurisdiction to hear the action, no abstentions, ex-parte contact, and no declarations of conflict of interest.

Kari Ott, Finance Director, presented.

The Hearing was opened for public testimony. Opponents: None. Proponents: None. There being no Proponent and no Opponent testimony, the Hearing was closed.

CRUME moved, JUSTUS seconded, **THAT THE CITY COUNCIL ADOPT RESOLUTION #2019-118, A RESOLUTION DECLARING THE CITY'S ELECTION TO RECEIVE STATE REVENUES FOR THE FISCAL YEAR 2019-2020.** Roll call vote: Crume-yes; Rodriguez-yes; Palomo-out; Justus-yes; Capron-yes; Braden-yes; Hill-yes. Motion carried 6/0/1.

Resolution #2019-119: Adopt City of Ontario's Annual 2019-2020 Budget

It being the date advertised for public hearing on the matter of Resolution #2019-119, the Hearing was declared open. There were no objections to the city's jurisdiction to hear the action, no abstentions, ex-parte contact, and no declarations of conflict of interest.

Kari Ott, Finance Director, presented.

The Hearing was opened for public testimony. Opponents: None. Proponents: None. There being no Proponent and no Opponent testimony, the Hearing was closed.

CRUME moved, CARPON seconded, **THAT THE CITY COUNCIL ADOPT RESOLUTION #2019-119, A RESOLUTION TO ADOPT AND APPROPRIATE THE ANNUAL BUDGET FOR 2019-2020, IMPOSE THE TAXES UPON TAXABLE PROPERTY, AND CATEGORIZE THE TAXES IMPOSED FOR THE FISCAL YEAR 2019-2020.** Roll call vote: Crume-yes; Rodriguez-yes; Palomo-out; Justus-yes; Capron-yes; Braden-yes; Hill-yes. Motion carried 6/0/1.

Ordinance #2754-2019: An Ordinance Proclaiming the Annexation and Rezoning of Certain Territory to the City of Ontario on First Reading by Title Only

It being the date advertised for public hearing on the matter of Ordinance #2754-2019, the Hearing was declared open. There were no objections to the city's jurisdiction to hear the action, no abstentions, ex-parte contact, and no declarations of conflict of interest.

Dan Cummings, Community Development Director, presented.

The Hearing was opened for public testimony. Opponents: None. Proponents: None. There being no Proponent and no Opponent testimony, the Hearing was closed.

CAPRON moved, JUSTUS seconded, **THAT THE CITY COUNCIL ACCEPTS THE FINDINGS OF FACTS AND RECOMMENDATION OF THE PLANNING COMMISSION ON PLANNING ACTION 2019-03-24AZ, A REQUEST FOR ANNEXATION AND REZONE OF A PARCEL OF LAND FROM URBAN GROWTH AREA INDUSTRIAL (UGA I-1) TO THE CITY LIGHT INDUSTRIAL (I-1) ZONE APPROVE ORDINANCE #2054-2019, AN ORDINANCE PROCLAIMING THE ANNEXATION AND REZONING OF CERTAIN TERRITORY TO THE CITY OF ONTARIO, BEING A PARCEL WITHIN THE NW¼, SECTION 33, TOWNSHIP 17 SOUTH, RANGE 47 EAST W.M., AND WITHDRAWING SAID TERRITORY FROM THE ONTARIO RURAL FIRE PROTECTION DISTRICT #7-302 AND THE ONTARIO RURAL ROAD ASSESSMENT DISTRICT #3, ON FIRST READING BY TITLE ONLY.** Roll call vote: Crume-yes; Rodriguez-yes; Palomo-out; Justus-yes; Capron-yes; Braden-yes; Hill-yes. Motion carried 6/0/1.

Ordinance #2755-2019: An Ordinance Amending the City of Ontario Comprehensive Plan and Zoning Map from General Heavy Commercial (C-2H) to Heavy Industrial (I-2) Zone Classification on First Reading by Title Only

It being the date advertised for public hearing on the matter of Ordinance #2755-2019, the Hearing was declared open. There were no objections to the city's jurisdiction to hear the action, no abstentions, ex-parte contact, and no declarations of conflict of interest.

Dan Cummings, Community Development Director, presented.

The Hearing was opened for public testimony. Opponents: None. Proponents: None. There being no Proponent and no Opponent testimony, the Hearing was closed.

CRUME moved, CAPRON seconded, **THAT THE CITY COUNCIL ACCEPT THE FINDINGS OF FACTS AND RECOMMENDATION OF THE PLANNING COMMISSION ON THE REQUEST FOR REZONE OF THE SUBJECT PROPERTY FROM C-2H TO I-2, AS SET FORTH IN ACTION 2019-01-19RZ AND APPROVE ORDINANCE #2755-2019, AN ORDINANCE AMENDING THE CITY OF ONTARIO COMPREHENSIVE PLAN AND ZONING MAP FROM GENERAL HEAVY COMMERCIAL (C-2H) TO HEAVY INDUSTRIAL (I-2) ZONE CLASSIFICATION FOR A PROPERTY ON TAX MAP**

18S47E03CD, IDENTIFIED AS TAX LOTS 3800 AND 8300, BEING A PORTION OF BLOCK 91 OF THE ORIGINAL TOWNSITE OF ONTARIO AND LOTS 9 AND 10 IN BLOCK 190 OF WILSON'S SUPPLEMENTAL PLAT TO THE CITY OF ONTARIO ON FIRST READING BY TITLE ONLY. Roll call vote: Crume-yes; Rodriguez-yes; Palomo-out; Justus-yes; Capron-yes; Braden-yes; Hill-yes. Motion carried 6/0/1.

JUSTUS moved, CAPRON seconded, **THAT THE CITY COUNCIL WAIVE THE SECOND READING OF ORDINANCE #2755-2019, AN ORDINANCE AMENDING THE CITY OF ONTARIO COMPREHENSIVE PLAN AND ZONING MAP FROM GENERAL HEAVY COMMERCIAL (C-2H) TO HEAVY INDUSRIAL (I-2) ZONE CLASSIFICATON FOR PROPERTIES ON TAX MAP 18S4703CD IDENTIFIED AS TAX LOTS 3800 AND 8300, BEING A PORTION OF BLOCK 91 OF THE ORIGINAL TOWNSITE OF ONTARIO AND LOTS 9 AND 10 IN BLOCK 190 OF WILSON'S SUPPLEMENTAL PLAT TO THE CITY OF ONTARIO.** Roll call vote: Crume-yes; Rodriguez-yes; Palomo-out; Justus-yes; Capron-yes; Braden-yes; Hill-yes. Motion carried 6/0/1.

HAND-OUTS/DISCUSSION ITEMS

Check Register: Through May 14, 2019 (Attached)

CORRESPONDENCE/COMMENTS

Mayor Hill asked how negotiations were going with the Department of Corrections.

Mr. Brown stated they were going well. They met Monday to discuss the issue; next time they met it would be to discuss the draft that would be given to SRCI.

Interest was voiced for increasing the membership on the Marijuana Ad-Hoc Committee to nine members in order to more balance out the committee. Currently, the membership had four members in the industry, one neutral, and two not in the industry. The two positions would be filled by non-industry members.

Councilor Crume stated this was the first year he could remembers since being on the Council that the budget was passed without having to make cuts, and it actually reflected moving forward.

Mr. Brown extended an invitation to the Council for the grand opening of the Ontario Splash Park, Thursday, May 30th, beginning at 5:30 p.m. There would be hotdogs and a live DJ.

ADJOURN

JUSTUS moved, RODRIGUEZ seconded, **THAT THE MEETING BE ADJOURNED**. Unanimous voice vote to adjourn.

ACCEPTED: **ATTEST**

______________________________ ______________________________

Riley J. Hill, Mayor Tori Barnett, MMC, City Recorder

South Oregon Street Project

Bulb Out Opportunities

S Oregon Project - Agenda

- Project Location
- Project Description
- Project Goals & Challenges
- Bulb Out Options
- Estimated Costs

S Oregon Project Location

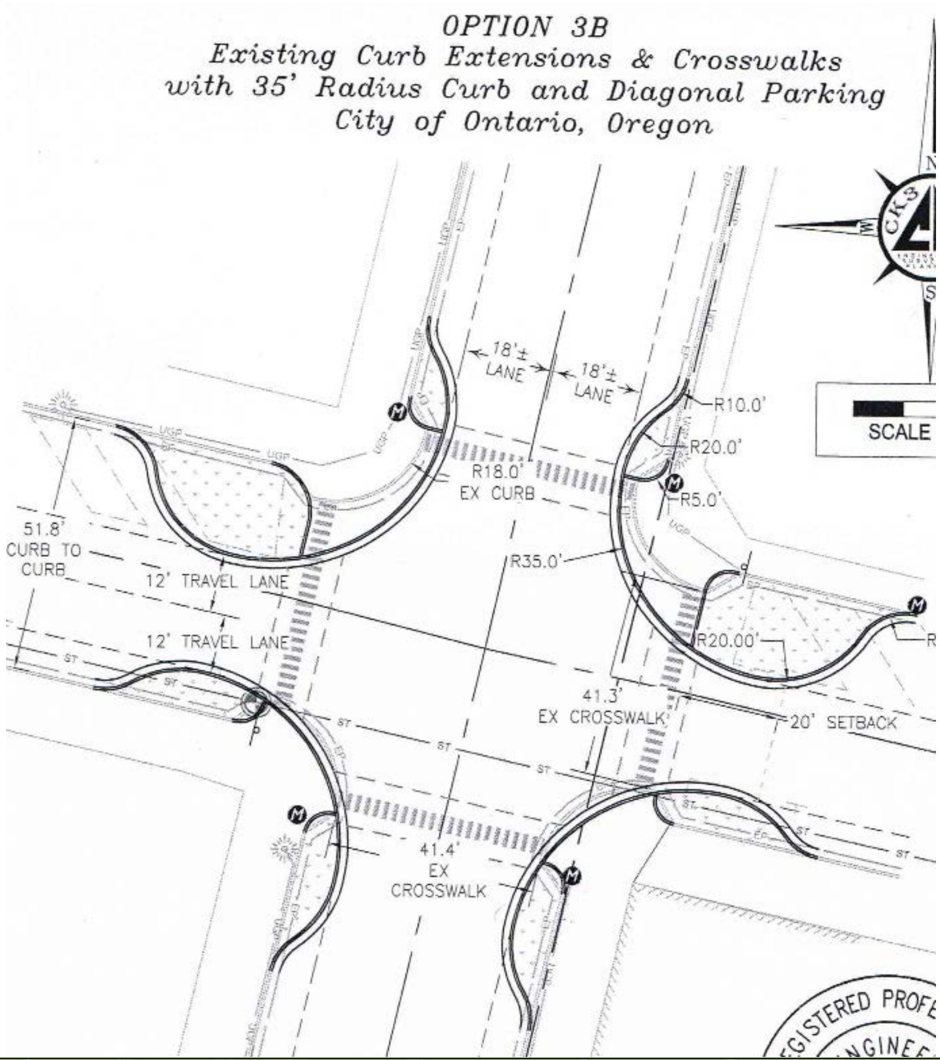
Project Description

- Mill and overlay existing pavement
- Removal of crosswalks at 4 intersections
- Removal of mid-block crossings
- Constructing new ADA compliant crosswalks with bulb outs
- Existing conditions:

Project Goals & Challenges

- Goals:
  - Meet ADA Requirements
  - Improve crosswalk safety
  - Improve aesthetics
- Challenges:
  - Grading to Existing Elevations
  - Possible Basements Underneath Roadway
  - Locked in to Future Bike Lanes/Parking Alignment

Concrete Bulb Outs



Bulb Out Options

- Bioswales
- Raised Landscape Planters
- Concrete Surfacing

Option 1

BIOSWALE →

Bioswale Examples

SHORTENED
CROSSWALK

LOWERED
LANDSCAPE
BED

CURB CUTS

Bioswale Bulb out

- Pros:
  - Aesthetically pleasing
  - No valley gutter across sidewalk
  - Recycles rainwater
  - Grading more flexible
- Cons:
  - Possible basements
    - Confirmation of basement existence
    - If basement – must redirect runoff beneath bioswale
  - Increased maintenance
- Recommendation:
  - Not recommended due to higher costs, risk, and unknown basement conflict

Option 2

RAISED LANDSCAPE

Raised Landscape Examples

SMALL POTTED PLANTERS

LARGE PLANTER BEDS

Raised Landscape Bulb Out

- Pros:
  - Aesthetically pleasing
  - Basements not an issue
  - Can help with slopes
- Cons:
  - Moderate maintenance for watering/plant care
  - Upfront cost to construct/purchase planter beds/pots
  - Stormwater not recycled/reused
- Recommendation:
  - Viable option

Option 3

CONCRETE SURFACING

Concrete Examples

CONCRETE SIDEWALK

ADDITIONAL WALKWAY/SPACE FOR BENCHING

City of Hayward

Concrete Surfacing Bulb out

- Pros:
  - Basements not an issue
  - Lower maintenance
  - Cost effective
- Cons:
  - Less flexibility with slopes
  - Valley gutter within sidewalk
  - Less aesthetically pleasing
- Recommendation:
  - Viable option

JACOBS

Basic Cost Comparison

- Roughly Estimated Cost ranges per one bulb out for each type:
  - Bioswale: $18,000 – $22,000
  - Raised Landscape: $15,000 – $18,000
  - Concrete Surfacing: $13,000 – $16,000

QUESTIONS?
RECOMMENDATION?

South Oregon Street Project

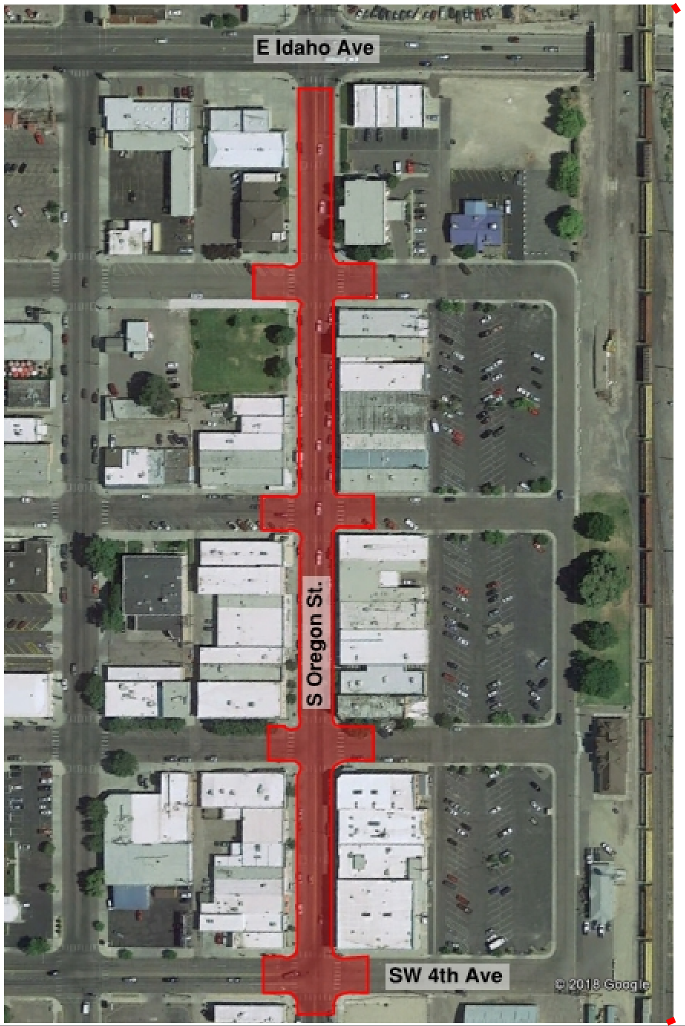
Bulb Out Opportunities

S Oregon Project - Agenda

- Project Location
- Project Description
- Project Goals & Challenges
- Bulb Out Options
- Estimated Costs

S Oregon Project Location

ONTARIO Where Oregon Begins...



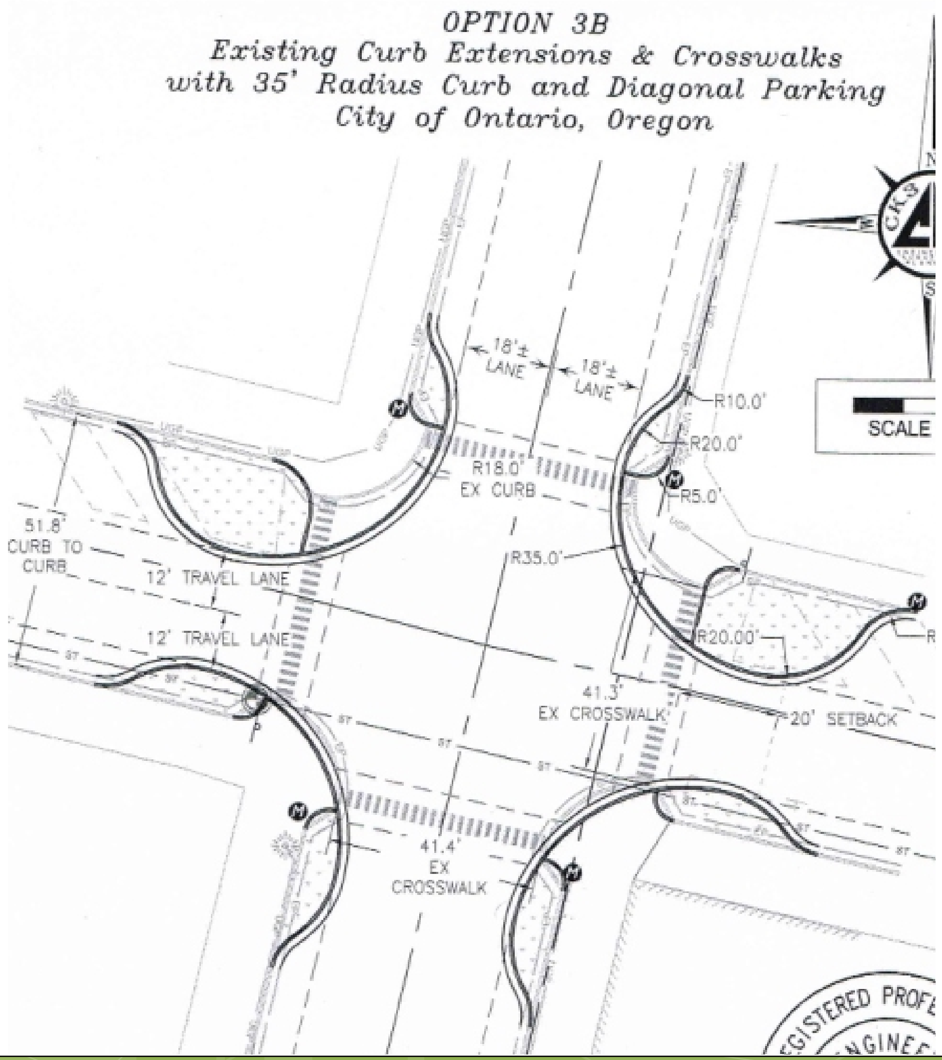
Project Description

- Mill and overlay existing pavement
- Removal of crosswalks at 4 intersections
- Removal of mid-block crossings
- Constructing new ADA compliant crosswalks with bulb outs
- Existing conditions:

Project Goals & Challenges

- Goals:
  - Meet ADA Requirements
  - Improve crosswalk safety
  - Improve aesthetics
- Challenges:
  - Grading to Existing Elevations
  - Possible Basements Underneath Roadway
  - Locked in to Future Bike Lanes/Parking Alignment

Concrete Bulb Outs



Bulb Out Options

- Bioswales
- Raised Landscape Planters
- Concrete Surfacing

Option 1

BIOSWALE →

JACOBS

Bioswale Examples

ONTARIO Where Oregon Begins...

LOWERED LANDSCAP E BED

SHORTENED CROSSWAL K

CURB CUTS

Bioswale Bulb out

- Pros:
  - Aesthetically pleasing
  - No valley gutter across sidewalk
  - Recycles rainwater
  - Grading more flexible
- Cons:
  - Possible basements
    - Confirmation of basement existence
    - If basement – must redirect runoff beneath bioswale
  - Increased maintenance
- Recommendation:
  - Not recommended due to higher costs, risk, and unknown basement conflict

Option 2

RAISED LANDSCAPE

Raised Landscape Examples

LARGE
PLANTER BEDS

SMALL
POTTED
PLANTERS

Raised Landscape Bulb Out

- Pros:
  - Aesthetically pleasing
  - Basements not an issue
  - Can help with slopes
- Cons:
  - Moderate maintenance for watering/plant care
  - Upfront cost to construct/purchase planter beds/pots
  - Stormwater not recycled/reused
- Recommendation:
  - Viable option

Option 3

CONCRETE SURFACING

Concrete Examples

CONCRETE SIDEWALK

ADDITIONAL WALKWAY/SPACE FOR BENCHING

Concrete Surfacing Bulb out

- Pros:
  - Basements not an issue
  - Lower maintenance
  - Cost effective
- Cons:
  - Less flexibility with slopes
  - Valley gutter within sidewalk
  - Less aesthetically pleasing
- Recommendation:
  - Viable option

Basic Cost Comparison

- Roughly Estimated Cost ranges per one bulb out for each type:
  - Bioswale: $18,000 – $22,000
  - Raised Landscape: $15,000 – $18,000
  - Concrete Surfacing: $13,000 – $16,000

ONTARIO
Where Oregon Begins...

QUESTIONS?
RECOMMENDATION?

AGENDA REPORT
OLD BUSINESS
June 18, 2019

TO: Mayor and City Council

FROM: Kari Ott, Finance Director

THROUGH: Adam J. Brown, City Manager

SUBJECT: **RESOLUTION 2019-119-C: CORRECTING RESOLUTION #2019-119 WHICH ADOPTED THE CITY OF ONTARIO'S ANNUAL 2019-2020 BUDGET**

DATE: June 13, 2019

PROPOSED MOTION:

I MOVE THE CITY COUNCIL ADOPT RESOLUTION #2019-119-C, A RESOLUTION CORRECTING RESOLUTION #2019-119, TO CATEGORIZE APPROPRIATION CATEGORIES DIFFERENTLY PER ORS 294.

SUMMARY:

Resolution #2019-119-C is to correct previously approved Resolution #2019-119 which adopted the FY2019-2020 budget.

BACKGROUND:

The Ontario City Council approved the 2019-2020 budget with Resolution 2019-119 on May 21, 2019.

CURRENT SITUATION:

After attending a budget training class it came to the attention of the Finance Director that the budget resolution needed to be reorganized in different categories per fund. Attached is the revised resolution.

The Budget Hearings have already been held; since there are no changes in total per fund or total budget no additional hearings are required.

ANALYSIS:

A. **FINANCIAL** Resolution 2019-119-C approves the same budget per fund as the prior resolution.

B. **TIMING** This resolution is required to be approved on or before June 30, 2019.

C. **POLICY/LEGAL** This resolution will ensure the budget is in compliance with ORS 294.

ALTERNATIVES:

A. Take No Action--The Council could take no action on this matter; however, this would mean the city's budget resolution would not be in full compliance with ORS 294 requirements.

RECOMMENDATION:

Staff recommends the City Council approve Resolution 2019-119-C.

ATTACHMENTS:

1. RES_CC_Correction Resolution Approve 19-20 Budget_6 2019

RESOLUTION 2019-119-C

A RESOLUTION ADOPTING THE ANNUAL BUDGET FOR FISCAL YEAR 2019-2020

WHEREAS, The Ontario City Council approved Resolution #2019-119 on May 21, 2019 Adopting the Budget, Imposing and Categorizing Taxes; and

WHEREAS, The original resolution needs to be amended to change the appropriation categories by fund to split out by program; and

WHEREAS, Imposing and categorizing taxes remains the same as the original resolution; and

WHEREAS, The Ontario City Council wishes to amend the original resolution to split out the appropriation categories differently, the total budget figures aren't changed.

NOW THEREFORE, BE IT HEREBY RESOLVED that the Ontario City Council hereby adopts the annual budget for Fiscal Year 2019-2020 in the total of $33,716,683 now on file at Ontario City Hall.

BE IT RESOLVED that amounts for the annual budget for the fiscal year beginning July 1, 2019, and for the purposes shown below are hereby appropriated as follows:

001 - GENERAL FUND	Appropriated Budget 2019-2020
Administration	$480,147
Administrative Overhead	340,054
City Council	25,569
Non-Departmental Appropriations	30,000
Business Registrations	1,100
Cemetery	143,470
Community Development	210,541
Finance	239,123
Fire	1,575,965
Police Reserve	7,000
Code Enforcement	211,534
Parks	270,562
Police	3,547,211
Technology	127,924
Capital Outlay	24,000
Interfund Transfers	912,327
Debt Service	39,086
Contingencies	282,930
TOTAL REQUIREMENTS……………….	**$8,468,543**
* *Unappropriated Ending Fund Balance*	*$1,500,000*

002 – MARIJUANA ENFORCEMENT FUND	Appropriated Budget 2019-2020
Public Safety – Marijuana Enforcement	
Personnel Services	$237,055
Materials & Services	$10,000
Interfund Transfers	$2,945
TOTAL REQUIREMENTS………………..	**$250,000**

010 - GRANT FUNDS	Appropriated Budget 2019-2020
Airport Improvements	$ 92,500
Community Development Block Grant	328,873
Brownfield Grant	300,000
TOTAL REQUIREMENTS………………..	**$721,373**

027 – BUILDING FUND	Appropriated Budget 2019-2020
Building Program	
Personnel Services	$156,145
Materials & Services	31,373
Interfund Transfers	1,951
Contingencies	29,278
TOTAL REQUIREMENTS………………..	**$218,747**

030 - CAPITAL PROJECTS FUND	Appropriated Budget 2019-2020
Special Projects	$1,000
Public Works – Utility Capitalization Fee	710,000
E. Idaho Avenue	68,704
Park Improvements	6,000
Fire Apparatus	100,000
Amphitheater	15,000
Contingencies	2,304,198
TOTAL REQUIREMENTS………………..	**$3,204,902**

031 - SDC FUND	Appropriated Budget 2019-2020
System Development Charge Projects	$430,000
TOTAL REQUIREMENTS………………..	**$430,000**

035 - DEBT SERVICE FUND	Appropriated Budget 2019-2020
Debt Service	$29,027
TOTAL REQUIREMENTS………………..	**$29,027**

045 - STREET FUND	Appropriated Budget 2019-2020
Street Maintenance	$3,368,368
Debt Service	63,176
TOTAL REQUIREMENTS………………..	**$3,431,544**

050 - TRUST FUNDS	Appropriated Budget 2019-2020
Chamber of Commerce	$183,695
OSS Mitigation	152,936
Visitors & Convention Bureau	297,125
TOTAL REQUIREMENTS………………..	**$633,756**
* *Unappropriated Ending Balance*	*$163,972*

055 - RESERVE FUNDS	Appropriated Budget 2019-2020
Insurance Claims	$90,564
Bike Path and Trails	$379,828
Emergency Equipment	120,803
Public Safety	243,207
Public Works	260,000
PERS Side Account	1,225,588
Economic Development Infrastructure	93,733
Interfund Transfers	123,175
Contingencies	1,588,415
TOTAL REQUIREMENTS………………..	**$4,125,313**

060 - REVOLVING LOAN FUND	Appropriated Budget 2019-2020
Materials & Services	$494,022
TOTAL REQUIREMENTS………………..	**$494,022**

105 - WATER FUND	Appropriated Budget 2019-2020
Water Treatment	
Personnel Services	$600
Materials & Services	2,132,876
Capital Outlay	537,000
Debt Service	272,775
Interfund Transfers	681,094
Contingencies	888,270
TOTAL REQUIREMENTS………………..	**$4,512,615**

110 - SEWER FUND	Appropriated Budget 2019-2020
Wastewater Treatment	
Personnel Services	$600
Materials & Services	2,155,546
Capital Outlay	180,000
Debt Service	247,480
Interfund Transfers	489,208
Contingencies	3,446,569
TOTAL REQUIREMENTS………………..	**$6,519,403**

115 - STORM SEWER FUND	Appropriated Budget 2019-2020
Storm Sewer	
Personnel Services	$25
Materials & Services	88,868
Capital Outlay	80,000
Interfund Transfers	22,785
Contingencies	368,883
TOTAL REQUIREMENTS………………..	**$560,561**

120 – AIRPORT FUND	Appropriated Budget 2019-2020
Ontario Municipal Airport	
Personnel Services	$53,358
Materials & Services	$61,834
Transfers	1,685
TOTAL REQUIREMENTS………………..	**$116,877**

Total Appropriations, All Funds	**$33,716,683**
***Total Unappropriated and Reserve Amounts, All Funds**	**$1,663,972**
TOTAL ADOPTED BUDGET	**$35,380,655**

IMPOSING THE TAX

BE IT RESOLVED THAT THE Ontario City Council hereby imposes the taxes provided for in the adopted budget at the of $4.8347 per $1,000 of assessed value for operations, and that these taxes are hereby imposed and categorized for tax year 2019-2020 upon the assessed value of all taxable property within the district.

CATEGORIZING THE TAX

BE IT FURTHER RESOLVED that the Ontario City Council categorizes the taxes as follows:

	General Government Limitation	Excluded from Limitation
General Fund	$4.8347 / $1,000	$0.00

EFFECTIVE DATE: Effective July 1, 2019.

PASSED AND ADOPTED by the City Council of the City of Ontario this _____ day of ____________, 20____, by the following vote:

AYES:

NAYES:

ABSENT:

APPROVED by the Mayor this _____ day of ______________, 20___.

____
Riley J. Hill, Mayor

ATTEST:

____
Tori Barnett, MMC, City Recorder

AGENDA REPORT
OLD BUSINESS
June 18, 2019

TO: Mayor and City Council

FROM: Peter Hall, Human Resources Manager

THROUGH: Adam J. Brown, City Manager

SUBJECT: RESOLUTION #2019-123: ESTABLISHING A CLASSIFICATION AND COMPENSATION PLAN

DATE: June 13, 2019

PROPOSED MOTION:

I MOVE THE CITY COUNCIL APPROVE RESOLUTION #2019-123, A RESOLUTION ESTABLISHING A CLASSIFICATION AND COMPENSATION PLAN.

SUMMARY:

The Classification and Compensation Pan created by city staff has been reviewed by human resource professionals from 8C School District, Treasure Valley Community College, Saint Alphonsus Medical Center, and Field-Waldo Insurance Agency. Staff members have implemented recommendations from reviewers.

BACKGROUND:

The Classification and Compensation Plan was presented to Council on April 16, 2019. After the presentation, members of Council asked that staff find human resource professionals from public and private entities in the community to review the plan and verify its legitimacy.

CURRENT SITUATION:

Reviewers have submitted recommendations and approval of the plan. Staff members have implemented those suggestions and have brought the plan for Council's approval. In April, the Budget Committee approved a budget for the 2019-2020 fiscal year which takes the financial impact of the Classification and Compensation Plan into account in the event that the plan is implemented. City Council approved the budget in May.

ANALYSIS:

A. **FINANCIAL** The fully burdened cost of implementing this plan is $60,587.23. The approved budget for fiscal year 2019-2020 includes this cost. It will not be implemented; however, without approval of the Classification and Compensation plan by the Ontario City Council.

B. **TIMING** Approval of the Classification and Compensation Plan will allow implementation of the plan to begin on July 1, 2019, the start of the 2019-2020 fiscal year.

C. **POLICY/LEGAL** The Classification and Compensation Plan gives the City of Ontario an objective, defensible system which complies with Oregon's Pay Equity law.

   The Employee Handbook will reflect the changes of the performance evaluation's wage chart and grading system.

ALTERNATIVES:

City Council may request additional changes be made to the plan.

City Council can vote to not approve the resolution.

RECOMMENDATION:

Staff recommends the City Council approve Resolution #2019-123, a resolution establishing a Classification and Compensation Plan.

ATTACHMENTS:

1. 2019-123 A Resolution Establishing a Classification and Compensation Plan (6)
2. Classification & Compensation Plan Review
3. Class & Comp Final
4. Performance Evaluation Policy
5. Salary Increase Policy
6. Ontario SD Letter

RESOLUTION #2019-123

A RESOLUTION ESTABLISHING A CLASSIFICATION AND COMPENSATION PLAN

WHEREAS, the Oregon Pay Equity Law prohibits discrimination between employees in the payment of wages or other compensation; and

WHEREAS, the City of Ontario has no current system which can objectively justify vertical nor horizontal equity among non-represented positions; and

WHEREAS, the City of Ontario wants to compensate its employees fairly and competitively; and

WHEREAS, the City of Ontario staff studied and created a Classification and Compensation plan for non-represented employees of the City; and

WHEREAS, the Classification and Compensation plan was reviewed and approved by multiple human resource professionals, both public and private, in the community; and

WHEREAS, the approved 2019-2020 Fiscal Plan budgeted sufficient funds to pay for implementation of the plan.

NOW, THEREFORE, BE IT RESOLVED by the Ontario City Council, to adopt the attached City of Ontario Classification and Compensation Plan.

BE IT FURTHER RESOLVED that the attached edits to the City Personnel Manual are approved to implement the classification and compensation Plan.

BE IT FURTHER RESOLVED that the Classification and Compensation Plan will be adjusted only by Council action during the budget for cost of living adjustments or outside of the budget for market adjustments.

EFFECTIVE DATE: Effective July 1, 2019.

PASSED AND ADOPTED by the Ontario City Council this ___ day of __________, 2019.

AYES:

NAYS:

ABSENT:

APPROVED by the Mayor this ___ day of ________, 2019.

ATTEST:

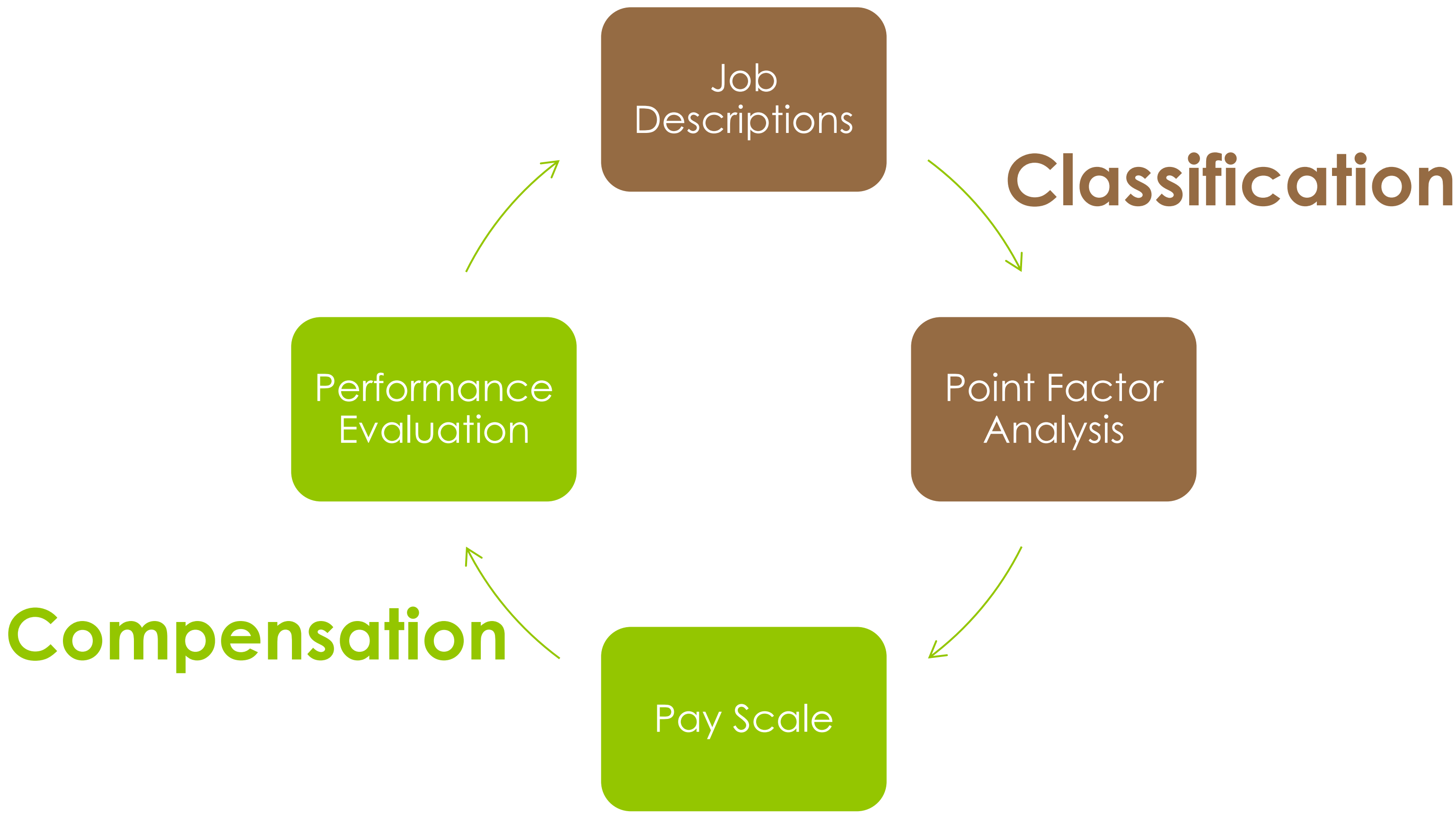
____________________________ ____________________________________

Riley J. Hill, Mayor Tori Barnett, MMC, City Recorder

Classification & Compensation Plan Review

June 18, 2019

The Plan


Job Descriptions
Classification
Point Factor Analysis
Pay Scale
Compensation
Performance Evaluation

Review Panel

TREASURE VALLEY
COMMUNITY COLLEGE

Saint Alphonsus
A Member of Trinity Health

WALDO
AGENCIES

Minor Changes

Starting Wage for New Employees

Performance Evaluation Scale

Starting Wage

Based on criteria exceeding minimum qualifications:

- Experience
- Knowledge, Skills, and Abilities
- Education

Performance Evaluation

Evaluation Score			
Min	**Max**	**Step Increase**	**% Increase**
1	3	0	0%
3.01	3.3	1	0.50%
3.31	3.6	2	1%
3.61	3.9	3	1.50%
3.91	4.2	4	2%
4.21	4.5	5	2.50%
4.51	4.8	6	3%
4.81	5	7	3.50%

Evaluation Score			
Min	**Max**	**Step Increase**	**% Increase**
1	2.4	0	0%
2.5	2.9	2	1%
3	3.4	4	2%
3.5	3.9	5	2.50%
4	4.4	6	3%
4.5	5	7	3.50%

Performance Evaluation

Evaluation Score		
Min	Max	Bonus
1	3	$0
3.01	3.3	$300
3.31	3.6	$600
3.61	3.9	$900
3.91	4.2	$1,200
4.21	4.5	$1,500
4.51	4.8	$1,800
4.81	5	$2,000

Evaluation Score		
Min	Max	Bonus Amount
1	2.4	$0
2.5	2.9	$400
3	3.4	$800
3.5	3.9	$1,200
4	4.4	$1,600
4.5	5	$2,000

Performance Evaluation

Before

1- Needs Help
2- Under-performing
3- Meeting expectations
4- Exceeding expectations
5- Adding value outside of job description

After

1- Not meeting expectations
2- Below expectations
3- Meeting expectations
4- Exceeding expectations
5- Adding value outside of job description

Step Progression (0.5% Rate, 25% Range)

Grade	Base Pay	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15
A	$ 10.75	$ 10.80	$ 10.86	$ 10.91	$ 10.97	$ 11.02	$ 11.08	$ 11.13	$ 11.19	$ 11.24	$ 11.30	$ 11.36	$ 11.41	$ 11.47	$ 11.53	$ 11.59
B	$ 11.41	$ 11.47	$ 11.53	$ 11.59	$ 11.64	$ 11.70	$ 11.76	$ 11.82	$ 11.88	$ 11.94	$ 12.00	$ 12.06	$ 12.12	$ 12.18	$ 12.24	$ 12.30
C	$ 12.12	$ 12.18	$ 12.24	$ 12.30	$ 12.36	$ 12.42	$ 12.49	$ 12.55	$ 12.61	$ 12.67	$ 12.74	$ 12.80	$ 12.86	$ 12.93	$ 12.99	$ 13.06
D	$ 12.86	$ 12.93	$ 12.99	$ 13.06	$ 13.12	$ 13.19	$ 13.26	$ 13.32	$ 13.39	$ 13.45	$ 13.52	$ 13.59	$ 13.66	$ 13.73	$ 13.79	$ 13.86
E	$ 13.66	$ 13.73	$ 13.79	$ 13.86	$ 13.93	$ 14.00	$ 14.07	$ 14.14	$ 14.21	$ 14.28	$ 14.36	$ 14.43	$ 14.50	$ 14.57	$ 14.65	$ 14.72
F	$ 14.50	$ 14.57	$ 14.65	$ 14.72	$ 14.79	$ 14.87	$ 14.94	$ 15.02	$ 15.09	$ 15.17	$ 15.24	$ 15.32	$ 15.39	$ 15.47	$ 15.55	$ 15.63
G	$ 15.39	$ 15.47	$ 15.55	$ 15.63	$ 15.70	$ 15.78	$ 15.86	$ 15.94	$ 16.02	$ 16.10	$ 16.18	$ 16.26	$ 16.34	$ 16.43	$ 16.51	$ 16.59
H	$ 16.34	$ 16.43	$ 16.51	$ 16.59	$ 16.67	$ 16.76	$ 16.84	$ 16.92	$ 17.01	$ 17.09	$ 17.18	$ 17.27	$ 17.35	$ 17.44	$ 17.53	$ 17.61
I	$ 17.35	$ 17.44	$ 17.53	$ 17.61	$ 17.70	$ 17.79	$ 17.88	$ 17.97	$ 18.06	$ 18.15	$ 18.24	$ 18.33	$ 18.42	$ 18.51	$ 18.61	$ 18.70
J	$ 18.42	$ 18.51	$ 18.61	$ 18.70	$ 18.79	$ 18.89	$ 18.98	$ 19.08	$ 19.17	$ 19.27	$ 19.36	$ 19.46	$ 19.56	$ 19.66	$ 19.75	$ 19.85
K	$ 19.56	$ 19.66	$ 19.75	$ 19.85	$ 19.95	$ 20.05	$ 20.15	$ 20.25	$ 20.35	$ 20.46	$ 20.56	$ 20.66	$ 20.76	$ 20.87	$ 20.97	$ 21.08
L	$ 20.76	$ 20.87	$ 20.97	$ 21.08	$ 21.18	$ 21.29	$ 21.40	$ 21.50	$ 21.61	$ 21.72	$ 21.83	$ 21.94	$ 22.05	$ 22.16	$ 22.27	$ 22.38
M	$ 22.05	$ 22.16	$ 22.27	$ 22.38	$ 22.49	$ 22.60	$ 22.72	$ 22.83	$ 22.94	$ 23.06	$ 23.17	$ 23.29	$ 23.41	$ 23.52	$ 23.64	$ 23.76
N	$ 23.41	$ 23.52	$ 23.64	$ 23.76	$ 23.88	$ 24.00	$ 24.12	$ 24.24	$ 24.36	$ 24.48	$ 24.60	$ 24.73	$ 24.85	$ 24.97	$ 25.10	$ 25.22
O	$ 24.85	$ 24.97	$ 25.10	$ 25.22	$ 25.35	$ 25.48	$ 25.60	$ 25.73	$ 25.86	$ 25.99	$ 26.12	$ 26.25	$ 26.38	$ 26.51	$ 26.65	$ 26.78
P	$ 26.38	$ 26.51	$ 26.65	$ 26.78	$ 26.91	$ 27.05	$ 27.18	$ 27.32	$ 27.46	$ 27.59	$ 27.73	$ 27.87	$ 28.01	$ 28.15	$ 28.29	$ 28.43
Q	$ 28.01	$ 28.15	$ 28.29	$ 28.43	$ 28.57	$ 28.72	$ 28.86	$ 29.00	$ 29.15	$ 29.29	$ 29.44	$ 29.59	$ 29.74	$ 29.88	$ 30.03	$ 30.18
R	$ 29.74	$ 29.88	$ 30.03	$ 30.18	$ 30.34	$ 30.49	$ 30.64	$ 30.79	$ 30.95	$ 31.10	$ 31.26	$ 31.41	$ 31.57	$ 31.73	$ 31.89	$ 32.05
S	$ 31.57	$ 31.73	$ 31.89	$ 32.05	$ 32.21	$ 32.37	$ 32.53	$ 32.69	$ 32.86	$ 33.02	$ 33.18	$ 33.35	$ 33.52	$ 33.69	$ 33.85	$ 34.02
T	$ 33.52	$ 33.69	$ 33.85	$ 34.02	$ 34.19	$ 34.36	$ 34.54	$ 34.71	$ 34.88	$ 35.06	$ 35.23	$ 35.41	$ 35.58	$ 35.76	$ 35.94	$ 36.12
U	$ 35.58	$ 35.76	$ 35.94	$ 36.12	$ 36.30	$ 36.48	$ 36.67	$ 36.85	$ 37.03	$ 37.22	$ 37.40	$ 37.59	$ 37.78	$ 37.97	$ 38.16	$ 38.35
V	$ 37.78	$ 37.97	$ 38.16	$ 38.35	$ 38.54	$ 38.73	$ 38.93	$ 39.12	$ 39.32	$ 39.51	$ 39.71	$ 39.91	$ 40.11	$ 40.31	$ 40.51	$ 40.71
W	$ 40.11	$ 40.31	$ 40.51	$ 40.71	$ 40.92	$ 41.12	$ 41.33	$ 41.53	$ 41.74	$ 41.95	$ 42.16	$ 42.37	$ 42.58	$ 42.80	$ 43.01	$ 43.23
X	$ 42.58	$ 42.80	$ 43.01	$ 43.23	$ 43.44	$ 43.66	$ 43.88	$ 44.10	$ 44.32	$ 44.54	$ 44.76	$ 44.99	$ 45.21	$ 45.44	$ 45.66	$ 45.89
Y	$ 45.21	$ 45.44	$ 45.66	$ 45.89	$ 46.12	$ 46.35	$ 46.58	$ 46.82	$ 47.05	$ 47.29	$ 47.52	$ 47.76	$ 48.00	$ 48.24	$ 48.48	$ 48.72
Z	$ 48.00	$ 48.24	$ 48.48	$ 48.72	$ 48.97	$ 49.21	$ 49.46	$ 49.70	$ 49.95	$ 50.20	$ 50.45	$ 50.71	$ 50.96	$ 51.21	$ 51.47	$ 51.73

Grade	Step 16	Step 17	Step 18	Step 19	Step 20	Step 21	Step 22	Step 23	Step 24	Step 25	Step 26	Step 27	Step 28	Step 29	Step 30
A	$ 11.64	$ 11.70	$ 11.76	$ 11.82	$ 11.88	$ 11.94	$ 12.00	$ 12.06	$ 12.12	$ 12.18	$ 12.24	$ 12.30	$ 12.36	$ 12.42	$ 12.49
B	$ 12.36	$ 12.42	$ 12.49	$ 12.55	$ 12.61	$ 12.67	$ 12.74	$ 12.80	$ 12.86	$ 12.93	$ 12.99	$ 13.06	$ 13.12	$ 13.19	$ 13.26
C	$ 13.12	$ 13.19	$ 13.26	$ 13.32	$ 13.39	$ 13.45	$ 13.52	$ 13.59	$ 13.66	$ 13.73	$ 13.79	$ 13.86	$ 13.93	$ 14.00	$ 14.07
D	$ 13.93	$ 14.00	$ 14.07	$ 14.14	$ 14.21	$ 14.28	$ 14.36	$ 14.43	$ 14.50	$ 14.57	$ 14.65	$ 14.72	$ 14.79	$ 14.87	$ 14.94
E	$ 14.79	$ 14.87	$ 14.94	$ 15.02	$ 15.09	$ 15.17	$ 15.24	$ 15.32	$ 15.39	$ 15.47	$ 15.55	$ 15.63	$ 15.70	$ 15.78	$ 15.86
F	$ 15.70	$ 15.78	$ 15.86	$ 15.94	$ 16.02	$ 16.10	$ 16.18	$ 16.26	$ 16.34	$ 16.43	$ 16.51	$ 16.59	$ 16.67	$ 16.76	$ 16.84
G	$ 16.67	$ 16.76	$ 16.84	$ 16.92	$ 17.01	$ 17.09	$ 17.18	$ 17.27	$ 17.35	$ 17.44	$ 17.53	$ 17.61	$ 17.70	$ 17.79	$ 17.88
H	$ 17.70	$ 17.79	$ 17.88	$ 17.97	$ 18.06	$ 18.15	$ 18.24	$ 18.33	$ 18.42	$ 18.51	$ 18.61	$ 18.70	$ 18.79	$ 18.89	$ 18.98
I	$ 18.79	$ 18.89	$ 18.98	$ 19.08	$ 19.17	$ 19.27	$ 19.36	$ 19.46	$ 19.56	$ 19.66	$ 19.75	$ 19.85	$ 19.95	$ 20.05	$ 20.15
J	$ 19.95	$ 20.05	$ 20.15	$ 20.25	$ 20.35	$ 20.46	$ 20.56	$ 20.66	$ 20.76	$ 20.87	$ 20.97	$ 21.08	$ 21.18	$ 21.29	$ 21.40
K	$ 21.18	$ 21.29	$ 21.40	$ 21.50	$ 21.61	$ 21.72	$ 21.83	$ 21.94	$ 22.05	$ 22.16	$ 22.27	$ 22.38	$ 22.49	$ 22.60	$ 22.72
L	$ 22.49	$ 22.60	$ 22.72	$ 22.83	$ 22.94	$ 23.06	$ 23.17	$ 23.29	$ 23.41	$ 23.52	$ 23.64	$ 23.76	$ 23.88	$ 24.00	$ 24.12
M	$ 23.88	$ 24.00	$ 24.12	$ 24.24	$ 24.36	$ 24.48	$ 24.60	$ 24.73	$ 24.85	$ 24.97	$ 25.10	$ 25.22	$ 25.35	$ 25.48	$ 25.60
N	$ 25.35	$ 25.48	$ 25.60	$ 25.73	$ 25.86	$ 25.99	$ 26.12	$ 26.25	$ 26.38	$ 26.51	$ 26.65	$ 26.78	$ 26.91	$ 27.05	$ 27.18
O	$ 26.91	$ 27.05	$ 27.18	$ 27.32	$ 27.46	$ 27.59	$ 27.73	$ 27.87	$ 28.01	$ 28.15	$ 28.29	$ 28.43	$ 28.57	$ 28.72	$ 28.86
P	$ 28.57	$ 28.72	$ 28.86	$ 29.00	$ 29.15	$ 29.29	$ 29.44	$ 29.59	$ 29.74	$ 29.88	$ 30.03	$ 30.18	$ 30.34	$ 30.49	$ 30.64
Q	$ 30.34	$ 30.49	$ 30.64	$ 30.79	$ 30.95	$ 31.10	$ 31.26	$ 31.41	$ 31.57	$ 31.73	$ 31.89	$ 32.05	$ 32.21	$ 32.37	$ 32.53
R	$ 32.21	$ 32.37	$ 32.53	$ 32.69	$ 32.86	$ 33.02	$ 33.18	$ 33.35	$ 33.52	$ 33.69	$ 33.85	$ 34.02	$ 34.19	$ 34.36	$ 34.54
S	$ 34.19	$ 34.36	$ 34.54	$ 34.71	$ 34.88	$ 35.06	$ 35.23	$ 35.41	$ 35.58	$ 35.76	$ 35.94	$ 36.12	$ 36.30	$ 36.48	$ 36.67
T	$ 36.30	$ 36.48	$ 36.67	$ 36.85	$ 37.03	$ 37.22	$ 37.40	$ 37.59	$ 37.78	$ 37.97	$ 38.16	$ 38.35	$ 38.54	$ 38.73	$ 38.93
U	$ 38.54	$ 38.73	$ 38.93	$ 39.12	$ 39.32	$ 39.51	$ 39.71	$ 39.91	$ 40.11	$ 40.31	$ 40.51	$ 40.71	$ 40.92	$ 41.12	$ 41.33
V	$ 40.92	$ 41.12	$ 41.33	$ 41.53	$ 41.74	$ 41.95	$ 42.16	$ 42.37	$ 42.58	$ 42.80	$ 43.01	$ 43.23	$ 43.44	$ 43.66	$ 43.88
W	$ 43.44	$ 43.66	$ 43.88	$ 44.10	$ 44.32	$ 44.54	$ 44.76	$ 44.99	$ 45.21	$ 45.44	$ 45.66	$ 45.89	$ 46.12	$ 46.35	$ 46.58
X	$ 46.12	$ 46.35	$ 46.58	$ 46.82	$ 47.05	$ 47.29	$ 47.52	$ 47.76	$ 48.00	$ 48.24	$ 48.48	$ 48.72	$ 48.97	$ 49.21	$ 49.46
Y	$ 48.97	$ 49.21	$ 49.46	$ 49.70	$ 49.95	$ 50.20	$ 50.45	$ 50.71	$ 50.96	$ 51.21	$ 51.47	$ 51.73	$ 51.99	$ 52.25	$ 52.51
Z	$ 51.99	$ 52.25	$ 52.51	$ 52.77	$ 53.03	$ 53.30	$ 53.56	$ 53.83	$ 54.10	$ 54.37	$ 54.64	$ 54.92	$ 55.19	$ 55.47	$ 55.75

Grade	Step 31	Step 32	Step 33	Step 34	Step 35	Step 36	Step 37	Step 38	Step 39	Step 40	Step 41	Step 42	Step 43	Step 44	Step 45	
A	$ 12.55	$ 12.61	$ 12.67	$ 12.74	$ 12.80	$ 12.86	$ 12.93	$ 12.99	$ 13.06	$ 13.12	$ 13.19	$ 13.26	$ 13.32	$ 13.39	$ 13.45	A
B	$ 13.32	$ 13.39	$ 13.45	$ 13.52	$ 13.59	$ 13.66	$ 13.73	$ 13.79	$ 13.86	$ 13.93	$ 14.00	$ 14.07	$ 14.14	$ 14.21	$ 14.28	B
C	$ 14.14	$ 14.21	$ 14.28	$ 14.36	$ 14.43	$ 14.50	$ 14.57	$ 14.65	$ 14.72	$ 14.79	$ 14.87	$ 14.94	$ 15.02	$ 15.09	$ 15.17	C
D	$ 15.02	$ 15.09	$ 15.17	$ 15.24	$ 15.32	$ 15.39	$ 15.47	$ 15.55	$ 15.63	$ 15.70	$ 15.78	$ 15.86	$ 15.94	$ 16.02	$ 16.10	D
E	$ 15.94	$ 16.02	$ 16.10	$ 16.18	$ 16.26	$ 16.34	$ 16.43	$ 16.51	$ 16.59	$ 16.67	$ 16.76	$ 16.84	$ 16.92	$ 17.01	$ 17.09	E
F	$ 16.92	$ 17.01	$ 17.09	$ 17.18	$ 17.27	$ 17.35	$ 17.44	$ 17.53	$ 17.61	$ 17.70	$ 17.79	$ 17.88	$ 17.97	$ 18.06	$ 18.15	F
G	$ 17.97	$ 18.06	$ 18.15	$ 18.24	$ 18.33	$ 18.42	$ 18.51	$ 18.61	$ 18.70	$ 18.79	$ 18.89	$ 18.98	$ 19.08	$ 19.17	$ 19.27	G
H	$ 19.08	$ 19.17	$ 19.27	$ 19.36	$ 19.46	$ 19.56	$ 19.66	$ 19.75	$ 19.85	$ 19.95	$ 20.05	$ 20.15	$ 20.25	$ 20.35	$ 20.46	H
I	$ 20.25	$ 20.35	$ 20.46	$ 20.56	$ 20.66	$ 20.76	$ 20.87	$ 20.97	$ 21.08	$ 21.18	$ 21.29	$ 21.40	$ 21.50	$ 21.61	$ 21.72	I
J	$ 21.50	$ 21.61	$ 21.72	$ 21.83	$ 21.94	$ 22.05	$ 22.16	$ 22.27	$ 22.38	$ 22.49	$ 22.60	$ 22.72	$ 22.83	$ 22.94	$ 23.06	J
K	$ 22.83	$ 22.94	$ 23.06	$ 23.17	$ 23.29	$ 23.41	$ 23.52	$ 23.64	$ 23.76	$ 23.88	$ 24.00	$ 24.12	$ 24.24	$ 24.36	$ 24.48	K
L	$ 24.24	$ 24.36	$ 24.48	$ 24.60	$ 24.73	$ 24.85	$ 24.97	$ 25.10	$ 25.22	$ 25.35	$ 25.48	$ 25.60	$ 25.73	$ 25.86	$ 25.99	L
M	$ 25.73	$ 25.86	$ 25.99	$ 26.12	$ 26.25	$ 26.38	$ 26.51	$ 26.65	$ 26.78	$ 26.91	$ 27.05	$ 27.18	$ 27.32	$ 27.46	$ 27.59	M
N	$ 27.32	$ 27.46	$ 27.59	$ 27.73	$ 27.87	$ 28.01	$ 28.15	$ 28.29	$ 28.43	$ 28.57	$ 28.72	$ 28.86	$ 29.00	$ 29.15	$ 29.29	N
O	$ 29.00	$ 29.15	$ 29.29	$ 29.44	$ 29.59	$ 29.74	$ 29.88	$ 30.03	$ 30.18	$ 30.34	$ 30.49	$ 30.64	$ 30.79	$ 30.95	$ 31.10	O
P	$ 30.79	$ 30.95	$ 31.10	$ 31.26	$ 31.41	$ 31.57	$ 31.73	$ 31.89	$ 32.05	$ 32.21	$ 32.37	$ 32.53	$ 32.69	$ 32.86	$ 33.02	P
Q	$ 32.69	$ 32.86	$ 33.02	$ 33.18	$ 33.35	$ 33.52	$ 33.69	$ 33.85	$ 34.02	$ 34.19	$ 34.36	$ 34.54	$ 34.71	$ 34.88	$ 35.06	Q
R	$ 34.71	$ 34.88	$ 35.06	$ 35.23	$ 35.41	$ 35.58	$ 35.76	$ 35.94	$ 36.12	$ 36.30	$ 36.48	$ 36.67	$ 36.85	$ 37.03	$ 37.22	R
S	$ 36.85	$ 37.03	$ 37.22	$ 37.40	$ 37.59	$ 37.78	$ 37.97	$ 38.16	$ 38.35	$ 38.54	$ 38.73	$ 38.93	$ 39.12	$ 39.32	$ 39.51	S
T	$ 39.12	$ 39.32	$ 39.51	$ 39.71	$ 39.91	$ 40.11	$ 40.31	$ 40.51	$ 40.71	$ 40.92	$ 41.12	$ 41.33	$ 41.53	$ 41.74	$ 41.95	T
U	$ 41.53	$ 41.74	$ 41.95	$ 42.16	$ 42.37	$ 42.58	$ 42.80	$ 43.01	$ 43.23	$ 43.44	$ 43.66	$ 43.88	$ 44.10	$ 44.32	$ 44.54	U
V	$ 44.10	$ 44.32	$ 44.54	$ 44.76	$ 44.99	$ 45.21	$ 45.44	$ 45.66	$ 45.89	$ 46.12	$ 46.35	$ 46.58	$ 46.82	$ 47.05	$ 47.29	V
W	$ 46.82	$ 47.05	$ 47.29	$ 47.52	$ 47.76	$ 48.00	$ 48.24	$ 48.48	$ 48.72	$ 48.97	$ 49.21	$ 49.46	$ 49.70	$ 49.95	$ 50.20	W
X	$ 49.70	$ 49.95	$ 50.20	$ 50.45	$ 50.71	$ 50.96	$ 51.21	$ 51.47	$ 51.73	$ 51.99	$ 52.25	$ 52.51	$ 52.77	$ 53.03	$ 53.30	X
Y	$ 52.77	$ 53.03	$ 53.30	$ 53.56	$ 53.83	$ 54.10	$ 54.37	$ 54.64	$ 54.92	$ 55.19	$ 55.47	$ 55.75	$ 56.02	$ 56.30	$ 56.59	Y
Z	$ 56.02	$ 56.30	$ 56.59	$ 56.87	$ 57.15	$ 57.44	$ 57.73	$ 58.01	$ 58.30	$ 58.60	$ 58.89	$ 59.18	$ 59.48	$ 59.78	$ 60.08	Z

Step Increase	0.5%
Step Range	25.2%
Grade Range	6.2%

The pay scale has 26 grades (A-Z) with 46 steps in each grade (Base pay included). Each step is a 0.5% increase from the previous. The range from base pay to step 45 is 25% for each grade. The difference of base pay between each grade is 6%.

	Factor 1		Factor 2		Factor 3		Factor 4		Factor 5		Factor 6		Factor 7		Factor 8		Factor 9			
	Primary Job Functions		Experience		Education		Knowledge, Skills, and Abilities		Fiscal Responsibility		Supervision of Personnel		Autonomy and Responsibility		Scope and Effect		Market Adjustment (If needed)			
Job Title	**Score**	**Points**	**Score**	**Points**	**Score**	**Points**	**Score**	**Points**	**Score**	**Points**	**Score**	**Points**	**Score**	**Points**	**Score**	**Points**	**Score**	**Points**	**TOTAL**	**Grade**
Highest Possible	5	250	5	250	5	250	5	250	5	250	5	250	5	250	5	250	0	0	2000	Z
Airport Manager	4	200	2	100	3	150	3	150	3	150	0	0	4	200	3	150	0	0	1100	O
Building Official	4	200	2	100	3	150	4	200	2	100	0	0	4	200	3	150	5	250	1350	R
City Recorder	4	200	2	100	1	50	4	200	2	100	0	0	3	150	5	250	2	100	1150	O
Comm/Econ Dev Director	5	250	4	200	4	200	5	250	3	150	1	50	5	250	4	200	0	0	1550	U
Fire Admin Assistant	2	100	2	100	1	50	2	100	0	0	0	0	2	100	1	50	0	0	500	G
Fire Chief	4	200	5	250	3	150	4	200	3	150	5	250	5	250	4	200	0	0	1650	V
Front Desk Receptionist	1	50	1	50	1	50	1	50	1	50	0	0	1	50	1	50	0	0	350	E
HR Manager	3	150	1	50	4	200	3	150	3	150	0	0	3	150	4	200	0	0	1050	N
Police Chief	5	250	4	200	4	200	4	200	3	150	5	250	5	250	4	200	0	0	1700	W
Police Office Manager	4	200	2	100	2	100	3	150	3	150	1	50	3	150	3	150	0	0	1050	N
Tech Specialist	4	200	3	150	2	100	3	150	1	50	0	0	3	150	4	200	0	0	1000	M

The point factor analysis is based on each position's job description. Criteria for each score within the factors is available on the next sheet.

Criteria	Score	Description	Points
Primary Job Functions	1	Functions have low complexity and breadth	50
	2	Functions are typically limited in breadth and low in complexity	100
	3	Functions have some complexity and can vary in breadth	150
	4	Functions are wide-ranging and somewhat complex	200
	5	Functions are wide-ranging and complex	250
Experience	1	1-2 years	50
	2	3-5 years	100
	3	6-9 years	150
	4	10-14 years	200
	5	15+ years	250
Education	1	High School	50
	2	Some college or post-secondary credentialing	100
	3	Associates Degree	150
	4	Bachelors Degree	200
	5	Graduate Degree	250
Knowledge, Skills, and Abilities	1	Position is entry-level	50
	2	Some KSAs are required	100
	3	Technical KSAs required	150
	4	KSAs required are broad and technical	200
	5	KSAs required are broad and highly technical	250
Fiscal Responsibility	1	Money handling	50
	2	Internal controls systems	100
	3	Department head budgeting	150
	4	Budget preparation	200
	5	City-wide budget responsibility	250
Supervision of Personnel	1	1-2 employees	50
	2	3-5 employees	100
	3	6-10 employees	150
	4	11-15 employees	200
	5	16+ employees	250
Autonomy and Responsibility	1	Position is supervised and dictated by policies and procedures	50
	2	Position is supervised and dictated by policies and procedures, but allows for some discretion	100
	3	Under supervision, but autonomy is required; Medium consequence of error	150
	4	Responsible for a department or division, but are not fully autonomous; high consequence of error	200
	5	High autonomy and consequence of error	250
Scope and Effect	1	Within position	50
	2	Inter-division	100
	3	Division-wide	150
	4	Department-wide	200
	5	City-wide	250
Market Adjustment	1	Over $2,500/year	50
	2	Over $5,000/year	100
	3	Over $7,500/year	150
	4	Over $10,000/year	200
	5	Over $12,500/year	250

Max Points	2000
Intervals	76.923077

Min	Max	Grade	
0	77	1	A
77	154	2	B
154	231	3	C
231	308	4	D
308	385	5	E
385	462	6	F
462	538	7	G
539	615	8	H
615	692	9	I
692	769	10	J
769	846	11	K
846	923	12	L
923	1000	13	M
1000	1077	14	N
1077	1154	15	O
1154	1231	16	P
1231	1308	17	Q
1308	1385	18	R
1385	1462	19	S
1462	1538	20	T
1539	1615	21	U
1615	1692	22	V
1692	1769	23	W
1769	1846	24	X
1846	1923	25	Y
1923	2000	26	Z

Grades for each position are calculated using this scale.

Criteria	Description	Steps
Experience	1-2 years over minimum requirement	5
	3-5 years over minimum requirement	10
	6-9 years over minimum requirement	15
	10-14 years over minimum requirement	20
	15+ years over minimum requirement	25
Education	No education required; has high school degree	3
	No education required; has some college or post secondary training	4
	No education required; has associates degree	5
	No education required; has bachelors degree	6
	No education required; has graduate degree	7
	High school required; has some college or post secondary training	5
	High school required; has associates degree	6
	High school required; has bachelors degree	7
	High school required; has graduate degree	8
	Some college or post secondary training required; has associates degree	6
	Some college or post secondary training required; has bachelors degree	7
	Some college or post secondary training required; has graduate degree	8
	Associates degree required; has bachelors degree	8
	Associates degree required; has graduate degree	9
	Bachelors degree required; has graduate degree	10
Knowledge, Skills, and Abilities	License/Certification related to job which is additional to minimum requirements	4
	2 Licenses/Certifications related to job which are additional to minimum requirements	6
	3 Licenses/Certifications related to job which are additional to minimum requirements	8
	4 Licenses/Certifications related to job which are additional to minimum requirements	10
	5+ Licenses/Certifications related to job which are additional to minimum requirements	12

The beginning step of a new employee is determined by their experience, education, and knowledge, skills, and abilities. This chart evaluates what qualifies a step increase for the new employee and how many steps should be added. If none of the above applies, then the employee starts at the base pay.

Evaluation Score			
Min	Max	Step Increase	% Increase
1	2.4	0	0%
2.5	2.9	2	1%
3	3.4	4	2%
3.5	3.9	5	2.50%
4	4.4	6	3%
4.5	5	7	3.50%

Evaluation Score		
Min	Max	Bonus Amount
1	2.4	$0
2.5	2.9	$400
3	3.4	$800
3.5	3.9	$1,200
4	4.4	$1,600
4.5	5	$2,000

During the annual performance evaluation, employees receive scores (1-5) for 10 areas of work performance: communication, customer service, initiative and innovation, job duties, job effort/quantity of work, job skills and knowledge, quality of work, safety and risk management, use of available resources, and teamwork.

Scores are given based on the following:

1- Not meeting expectations

2- Below expectations

3- Meeting expectations

		Wage Range		Proposed	
Position	**Grade**	**Min**	**Max**	**Step**	**Wage**
	A	$ 10.75	$ 13.45		
	B	$ 11.41	$ 14.28		
	C	$ 12.12	$ 15.17		
	D	$ 12.86	$ 16.10		
Front Desk Receptionist	**E**	$ 13.66	$ 17.09	13	$ 14.57
	F	$ 14.50	$ 18.15		
Fire Admin Assistant	**G**	$ 15.39	$ 19.27	15	$ 16.59
	H	$ 16.34	$ 20.46		
	I	$ 17.35	$ 21.72		
	J	$ 18.42	$ 23.06		
	K	$ 19.56	$ 24.48		
	L	$ 20.76	$ 25.99		
Tech Specialist	**M**	$ 22.05	$ 27.59	12	$ 23.41
HR Manager	**N**	$ 23.41	$ 29.29	4	$ 23.88
Police Office Manager	**N**	$ 23.41	$ 29.29	32	$ 27.46
Airport Manager	**O**	$ 24.85	$ 31.10	8	$ 25.86
City Recorder	**O**	$ 24.85	$ 31.10	45	$ 31.10
	P	$ 26.38	$ 33.02		
	Q	$ 28.01	$ 35.06		
Building Official	**R**	$ 29.74	$ 37.22	36	$ 35.58
	S	$ 31.57	$ 39.51		
	T	$ 33.52	$ 41.95		
Comm/Econ Dev Director	**U**	$ 35.58	$ 44.54	40	$ 43.44
Fire Chief	**V**	$ 37.78	$ 47.29	45	$ 47.29
Police Chief	**W**	$ 40.11	$ 50.20	32	$ 47.05
	X	$ 42.58	$ 53.30		
	Y	$ 45.21	$ 56.59		
	Z	$ 48.00	$ 60.08		

Core Values

The City has developed Core Values that represent performance expectations for all employees. While job expectations are different for different positions, these Core Values are the basic principles that the City evaluates its employees. In addition to the definition given for each Core Value, supervisors may create additional supplemental expectations for one or more of the Core Values that are specific to each employee, position, or department. These supplemental expectations should be clearly communicated with the employee at the beginning of the evaluation period. The Core Values are as follows:

Communication

Definition: The City values communication that is effective in sharing information internally and externally. Verbal and written communication should minimize misunderstanding between all involved parties.

Rating of:

5 (Adding value outside of job description) The employee's verbal and written communication skills are outstanding. Additionally, the employee explores ways to improve communication and the sharing of information. Generally, this employee is recognized by his or her peers as having exceptional communication skills.

4 (Exceeding expectations) The employee communicates efficiently and is able to communicate without misunderstandings. Generally, the employee is recognized by their peers as a good communicator.

3 (Meeting expectations) The employee communicates well with few misunderstandings. Written materials and verbal communications convey information effectively.

2 (Below expectations) The employee communicates in a manner which leads to some misunderstandings. Typical written or verbal communication contain errors.

1 (Not meeting expectations) The employee does not communicate effectively, either in the sending or receiving of information. Typical communication consists of misunderstandings. Training to correct the problem has not improved the behavior.

Customer Service

Definition: The City values high quality, helpful and timely service. Customer service is the ability to effectively relate to and meet the needs of the public. Employees should show concern and respect for the public at all times.

Rating of:

5 (Adding value outside of job description) The employee's performance and attitude reflect superior public relations skills. He or she consistently exhibits respectful, positive, and effective service to the public. The employee also actively develops new methods to increase customer satisfaction.

4 (Exceeding expectations) The employee works well with the public and applies the City's customer service philosophy to their daily work. They are efficient at finding acceptable solutions for customer's needs.

3 (Meeting expectations) The employee relates well to the public and is timely, flexible, focused, and friendly when it comes to finding acceptable solutions to customer concerns.

2 (Below expectations) The employee typically works well with the public, but needs to show improvement with certain aspects of their responsibilities relating to customer service.

1 (Not meeting expectations) The employee does not deal with the public well and typically receives more complaints from citizens than is normal for the employee's position. Attempts to correct the behavior have not been integrated by the employee.

Initiative and Innovation

Definition: The City values independent initiative and innovation demonstrated by its employees. This measure relates to the demonstrated ability to see and solve problems through creativity, inventiveness, and application of other's ideas, as well as how well the employee takes initiative to develop new methods of completing work that are superior to current methods used.

Rating of:

5 (Adding value outside of job description) The employee is constantly searching for new ideas. Frequently suggests and helps to implement ideas which produce excellent and cost-saving results. Champions own ideas, as well as those of others. The employee questions the status quo in order to identify opportunities to improve methods, processes, approaches, etc. that contribute to the success of the City.

4 (Exceeding expectations) The employee looks for new ideas in the work place and are eager to support others to implement ideas which produce excellent and cost-saving results.

3 (Meeting expectations) The employee makes suggestions and is willing to implement new ideas. Identifies improved methods of doing work that benefit the City.

2 (Below expectations) The employee is slow to accept change and does not participate in bringing new ideas to the workplace.

1 (Not meeting expectations) The employee is unwilling to accept change and discourages new ideas.

Job Duties

Definition: The City expects each employee to perform the job duties of their position. This standard measures the degree to which the employee fulfills the basic job expectations of their position, meets performance objectives, and/or helps to achieve specific division or departmental goals assigned to them.

Rating of:

5 (Adding value outside of job description) The employee always fulfills all job duties and performance objectives. Additionally, the employee identifies additional job duties and/or performance objectives that would better enable him/her to help achieve City goals.

4 (Exceeding expectations) The employee always fulfills all job duties and performance objectives. Additionally, the employee identifies additional job duties and/or performance objectives that would better enable him/her to help achieve departmental goals.

3 (Meeting expectations) The employee understands his/her job duties and performance objectives and ensures that they are completed.

2 (Below expectations) The employee lacks understanding of all job duties and fails to fulfill all job duties on a consistent basis.

1 (Not meeting expectations) Following proper training, the employee still does not understand his/her basic job duties and has not sought to remedy the misunderstanding. The employee does not consistently fulfill all of his/her job duties or meet performance objectives.

Job Effort/Quantity of Work

Definition: The City values productivity from all employees. This standard measures how hard the employee works at given tasks, the total amount of quality work completed by an employee, and the demonstrated ability to make the best use of time and meet deadlines.

Rating of:

5 (Adding value outside of job description) The employee completes a noteworthy amount of quality work. Uses personal initiative to identify and complete tasks necessary to perform job duties. The employee plans projects ahead and demonstrates foresight in planning.

4 (Exceeding expectations) The employee completes an exceptional amount of quality work. They can be depended on to complete additional work assignments. They manage their time efficiently to complete work in a timely manner.

3 (Meeting expectations) The employee consistently completes quality work within the necessary allotted time. The employee can also be counted on to make realistic time estimates for completing work.

2 (Below expectations) The employee has difficulty completing assigned tasks. The employee has missed deadlines or turned in unacceptable work on occasion.

1 (Not meeting expectations) The employee either demonstrates little effort, or has difficulty, in completing assigned tasks. The employee needs to be given significant direction to complete given tasks. The quantity of quality work is unacceptable and the employee consistently fails to meet deadlines.

Job Skills and Knowledge

Definition: The City places a high value on the knowledge attained by its employees as well as the positive application of that knowledge. This measure relates to the amount of job-related knowledge the employee has and how well that knowledge is applied. Additionally, it measures the willingness of employees to seek the opportunity to expand job knowledge.

Rating of:

5 (Adding value outside of job description) The employee exhibits a superior breadth and depth of job knowledge and applies that knowledge extremely effectively. Top notch resource person often sought out by others. Seeks every opportunity to expand job knowledge and share it with co-workers.

4 (Exceeding expectations) The employee is very knowledgeable about all areas of their responsibility and applies that knowledge well. They are sought out by others to answer questions and are active in finding opportunities to improve their skills and knowledge.

3 (Meeting expectations) The employee is knowledgeable about all areas of his/her responsibility and applies that knowledge well. Additionally, the employee keeps abreast of changes in his/her field.

2 (Below expectations) The employee needs to show improvement with some aspects of the job. Their knowledge is incomplete and they may not always apply their knowledge correctly.

1 (Not meeting expectations) The employee is not familiar with many aspects of the job. Has difficulty with proper application of job knowledge.

Quality of Work

Definition: The City values a high level of quality in every aspect, whether in written communication, service provided, or product produced and delivered. An employee's work should reflect careful planning, correct decisions, and effective follow-through. An employee should exhibit the ability to produce results that meet or exceed standards of quality.

Rating of:

5 (Adding value outside of job description) The employee consistently exceeds high expectations, even under pressure. The employee's work is virtually error free and is clearly superior in quality in terms of accuracy, thoroughness, and attention to quality details. The employee actively researches methods to improve quality.

4 (Exceeding expectations) The employee creates high quality work on a consistent basis. Errors in their work are minor and infrequent.

3 (Meeting expectations) Attention is paid to detail to ensure a quality work product. Results are usually thorough and complete.

2 (Below expectations) The employee sometimes makes errors or overlooks details. Their work is sometimes sub-standard, but they are making an effort to improve.

1 (Not meeting expectations) The employee frequently makes errors, overlooks detail, and his/her quality of work is not acceptable. Gives an impression of unconcern with meeting quality work standards.

Safety and Risk Management

Definition: The City values the lives and safety of its employees above all else. This standard measures the degree in which the employee follows safety practices which result in safety for self, other employees, and the public. Safe practices are indicated by vehicle accident experience, personal injury experience, citizen safety experience, and participation in promoting safety on the job.

Rating of:

5 (Adding value outside of job description) The employee always follows and promotes safety practices, including all department safety programs. The employee has had no preventable accidents and is a leader in actively promoting safety and resolving safety issues.

4 (Exceeding expectations)The employee always follows safety practices. They are active in identifying and removing hazards and encourage others to do the same. They have a good safety record.

3 (Meeting expectations) The employee is aware of safety needs and is conscientious in safety practices. The employee has a good safety record and consistently identifies and removes hazards.

2 (Below expectations) The employee does not always follow safety practices and has been involved in one or more avoidable accidents.

1 (Not meeting expectations) The employee's safety record is poor. The employee has been involved in several avoidable accidents.

Use of Available Resources

Definition: The City provides resources and technology to assist and benefit employees in their job. This standard measures how effectively the employee uses City resources and strives to control costs while continuing to provide excellent service. Employees should demonstrate the ability to allocate resources efficiently and effectively. Employees should also be willing to learn and use new and existing technology.

Rating of:

5 (Adding value outside of job description) The employee uses resources provided by the City to their best use. The employee rarely misuses any resource and is actively involved in coming up with new uses for available resources. The employee is self-motivated to learn about available resources, as well as

other resources that might benefit the City. Frequently suggests, and helps to implement ideas which produce excellent and cost-saving results.

4 (Exceeding expectations) The employee uses resources efficiently and has found new uses for available resources. They are willing to adapt to changes in resources and are able to keep costs down.

3 (Meeting expectations) The employee uses resources, tangible and intangible (such as time, money, computers, vehicles, etc.), effectively to assist in completing job duties. The employee exhibits a willingness to be trained and to use new technology/resources. Additionally, the employee strives to keep costs down while continuing to provide quality service.

2 (Below expectations) The employee does not always use available resources to fulfill job duties. In some instances, the employee misuses resources that are available or ignores cost-effective ways to use them.

1 (Not meeting expectations) The employee either does not use available resources to fulfill job duties, or uses them very ineffectively and inefficiently. Additionally, the employee is unfamiliar with the use of most provided resources and is resistant to new technology or other resources. The employee wastes or damages City equipment.

Teamwork

Definition: The success of the City depends upon how well employees work with and interact with each other. This measure relates to how willing an employee is to work with others. This includes the willingness to assist and support other employees in completing their assigned tasks.

Rating of:

5 (Adding value outside of job description) The employee exhibits a high level of support for coworkers. Additionally, the employee holds him/herself accountable for assisting other employees with their given tasks. Generally, he or she looks for ways to make others successful. They are positive culture creator.

4 (Exceeding expectations) The employee is engaged with team members and actively looks for opportunities to assist others.

3 (Meeting expectations) The employee acknowledges the contributions made by others. The employee works well with co-workers, management, and the public and is willing to assist others when needed.

2 (Below expectations) The employee typically works well with others, but is sometimes hesitant to assist when help is needed.

1 (Not meeting expectations) The employee is not willing to work with others. Open negativity towards co-workers and others. Not willing to share information.

Salary Increases

It is the policy of the City to provide fair and equitable compensation for all employees. Whereas the compensation policies for union employees are agreed upon by contract, the compensation for non-represented employees must be approved by City Council during the budget approval process and will be determined, subject to budgetary constraints.

Merit Increase

All Regular Full-time non-probationary employees who are performing their job duties in a positive manner may be eligible for merit adjustments to their salary in accordance to the following:

A. On an annual basis, every employee shall be evaluated for job performance (See Performance Evaluation section). Merit increases are directly linked to the employee's Performance Evaluation.
B. Employees who have not reached the top step of their grade will receive a step increase based on their Performance Evaluation score. These steps are shown in the table below. This increase will be paid in the month following the performance evaluation.

Evaluation Score			
Min	Max	Step Increase	% Increase
1	2.4	0	0%
2.5	2.9	2	1%
3	3.4	4	2%
3.5	3.9	5	2.50%
4	4.4	6	3%
4.5	5	7	3.50%

C. Employees who have reached the top step of their grade will not be moved to a higher grade. Instead they will receive a lump sum payment of up to a maximum of $2,000. The lump sum payment will be based on the score of their Performance Evaluation. This is shown in the table below.

Evaluation Score		
Min	Max	Bonus Amount
1	2.4	$0
2.5	2.9	$400
3	3.4	$800
3.5	3.9	$1,200
4	4.4	$1,600
4.5	5	$2,000

Ontario
SCHOOL DISTRICT 8C

Eric Norton
Director of Personnel
195 SW Third Avenue • Ontario, Oregon 97914
541.889.5374 Ext 3230 • Fax 541.889.8553
enorton@ontario.k12.or.us

June 13, 2019

Ontario City Council
Attn: Dan Capron
444SW 4th Street
Ontario, OR 97914

Esteemed Council Members:

After having reviewed the Ontario Classification and Compensation Plan shared with me by Peter Hall along with associated job descriptions in draft form, I find the overall plan to be built upon sound public and private human resource principles.

Sincerely,

Eric Norton
Director of Personnel

AGENDA REPORT
NEW BUSINESS
June 18, 2019

TO: Mayor and City Council

FROM: Kari Ott, Finance Director

THROUGH: Adam J. Brown, City Manager

SUBJECT: **RESOLUTION #2019-124: RECOGNIZING UNEXPECTED GRANT REVENUES AND TO TRANSFER BUDGETED APPROPRIATIONS FOR UNEXPECTED ITEMS**

DATE: June 13, 2019

PROPOSED MOTION:

I MOVE THE CITY COUNCIL APPROVE RESOLUTION #2019-124: A RESOLUTION TO RECOGNIZE UNEXPECTED GRANT REVENUES AND TO TRANSFER BUDGETED APPROPRIATIONS FOR UNEXPECTED ITEMS.

SUMMARY:

Attached is Resolution #2019-124: A Resolution to Recognize Unexpected Grant Revenues and to Transfer Budgeted Appropriations for Unexpected Items.

BACKGROUND:

At the time the 2018-2019 budget was approved, there were some items that were unknown. Since these amounts are now known, a budget resolution is necessary to prevent over expenditures in various departments.

CURRENT SITUATION:

The following items need to be adjusted within the budget to prevent over expenditures of budget appropriations:

- The CDBG Grant and Brownsfield Grant was received.
- The Building Department was reorganized during the year which made a transfer to increase payroll necessary.
- Contract services were miscalculated when budgeted.
- Turnouts are required to be purchased.
- Interest on debt was $9 higher than budgeted.
- Reallocation is required between expenses in the Airport Fund.

ANALYSIS:

A. **FINANCIAL** An additional $240,000 will be appropriated and the remaining budget changes are transfers between items already appropriated.

B. **TIMING** Per Oregon Budget Law, the proposed resolution must be approved on or before June 30, 2019 for the 2018-19 budget.

C. **POLICY/LEGAL** A formal resolution approved by the City Council is required to expend funds per ORS 294.

ALTERNATIVES:

A. Take No Action - The Council could take no action on this matter; this would cause budget over expenditures.

RECOMMENDATION:

Staff recommends the City Council approve Resolution #2019-124.

ATTACHMENTS:

1. Reso #2019-124 - Clean Up End of Year Budget_Jun 2019

RESOLUTION 2019-124

A RESOLUTION TO RECOGNIZE UNEXPECTED GRANT REVENUES AND TO TRANSFER BUDGETED APPROPRIATIONS FOR UNEXPECTED ITEMS

WHEREAS, The 2018-2019 budget was adopted without the knowledge of the fiscal impact on a few different items; and

WHEREAS, The Community Development Block Grant and the Brownfield Grant were not anticipated in the 2018-2019 budget; and

WHEREAS, The Building Department restructured during the year and unexpected items came up at the Airport which requires a reallocation of expenses within the fund; and

WHEREAS, The Fire Department needs to purchase turnouts and needs to appropriate funding already set aside; and

WHEREAS, The city desires to modify the 2018-2019 budget to receive and expend the unexpected items.

NOW THEREFORE, BE IT HEREBY RESOLVED by the Ontario City Council to approve the following adjustments to the fiscal year 2018-2019 budget:

Line Item	Item Description	FY 18-19 Budget	Amount of Change	Adjusted Budget
GRANT FUND				
010-000-458110	Community Development Block Grant	$ -	$150,000	$150,000
010-038-714195	CDBG Expenses	$ -	$150,000	$150,000
010-000-458111	Brownfield Grant Revenues	$ -	$90,000	$90,000
010-038-714196	Brownfield Grant Expenses	$ -	$90,000	$90,000
RESERVE FUND				
055-132-712100	Equipment Purchase	$ 19,040	$20,000	$48,020
055-132-871111	Contingency	$92,603	($20,000)	$72,603
BUILDING FUND				
027-010-511000	Wages	$49,724	$28,000	$77,724
027-010-871000	Contingency	$39,000	($28,000)	$11,000
WATER FUND				
105-160-615550	Contract Services	$1,745,133	$20,000	$1,765,133
105-160-719286	Clean & Repair Slough	$20,000	($20,000)	$ -
DEBT SERVICE FUND				
035-080-810000	Interest on Debt Service	$3,288	$9	$3,297
035-080-871000	Contingency	$22,715	($9)	$22,706
STORM SEWER FUND				
115-170-615550	Contract Services	$78,028	$2,000	$80,028
115-170-719301	Storm Drainage Mainline Repair	$120,000	($2,000)	$118,000

AIRPORT FUND				
120-006-511000	Wages	$ 36,946	$1,800	$38,746
120-006-712100	Capital Outlay	$ 50,000	($1,165)	$48,835
120-006-712102	Equipment	$17,568	($17,568)	$ -
120-006-619000	Minor Airport Improvements	$ -	$16,933	$16,933

EFFECTIVE DATE: Effective immediately upon passage.

PASSED AND ADOPTED by the City Council of the City of Ontario this _____ day of June, 2019, by the following vote:

AYES:

NAYES:

ABSENT:

APPROVED by the Mayor this _____ day of June, 2019.

____
Riley J. Hill, Mayor

ATTEST:

____
Tori Barnett, MMC, City Recorder

AGENDA REPORT
NEW BUSINESS
June 18, 2019

TO: Mayor and City Council

FROM: Adam J. Brown, City Manager

THROUGH: Adam J. Brown, City Manager

SUBJECT: LEASE WITH ANI-CARE ANIMAL SHELTER FOR PUBLIC WORKS SHOP

DATE: June 6, 2019

PROPOSED MOTION:

I MOVE THE CITY COUNCIL APPROVE THE LEASE WITH ANI-CARE ANIMAL SHELTER, INC.

SUMMARY:

Through work from the city ordinance officer, we were able to connect with the operators of Ani-Care Animal Shelter. Ani-Care is in need of a short-term lease for a shelter and we believe the former public works shop will make a good temporary home while we look for a permanent site with them.

BACKGROUND:

The shelter approached the city about possibly leasing the public works shop at 55 NE 2nd Avenue, Ontario, OR.

CURRENT SITUATION:

The shelter has negotiated with city staff for a lease of $1,000 per month, plus a suspension in the rise of city shelter rates, which were expected to go up by $350 per month.

The tenant has agreed to upkeep the property and pay the utilities and taxes on the property.

ANALYSIS:

A. **FINANCIAL** This is a reduction in the previous rent, but the combined savings with the locking of the shelter rates is a total improvement of $1,350 per month for the city or $16,200 annually. The tax in 2017 was $3,297.

B. **TIMING** The shelter is in need of moving quickly. It is important for them to be able to move in as soon as possible. We are working with them to find a long-term location for the shelter be it on city property or on some other property that suits their needs.

C. **POLICY/LEGAL** Council must authorize lease agreements for the City of Ontario. The city will notify the County Assessor that the land is now taxable.

ALTERNATIVES:

Take No Action: The shelter will need to find another emergency location. The city will entertain other options for the city shop. It has already been declared surplus so it can be sold as is.

RECOMMENDATION:

Staff recommends approval of the lease with Ani-Care Animal Shelter.

ATTACHMENTS:

1. DOC_CC_Ani-Care Lease_6 12 2019

LEASE AGREEMENT

This Lease Agreement, entered into on this __________ day of ______________, 2019, by and between the CITY OF ONTARIO, an Oregon municipal corporation ("Landlord"), and ANI-CARE ANIMAL SHELTER, INC., an Oregon corporation ("Tenant").

Subject to the terms and conditions of this Lease, Landlord hereby leases to Tenant and Tenant hereby leases from Landlord the real property and improvements located at 55 NE 2nd Avenue, Ontario, OR 97914, and more particularly described in Exhibits "1" and "2" attached hereto ("the Premises").

Section 1. Month to Month Lease. The term of this Lease shall be month-to-month, beginning on July 1, 2019. Either party may terminate this Lease by giving the other party not less than 30 days written notice of that party's intent to terminate the Lease.

Section 2. Rent

2.1 Rent. During the Lease term Tenant shall pay to Landlord as rent the monthly sum of $1,000. Rent shall be payable on the first day of each month in advance at Ontario City Hall, 444 SW 4th Street, Ontario, OR 97914. Landlord reserves the right to increase that rent from time to time upon reasonable notice to Tenant.

2.2 Prepaid Rent. Concurrently with the execution of this Lease by Tenant, Tenant will pay $2,000 for the first and last months of the Lease Term.

2.3 Additional Rent. All insurance costs, utility charges and maintenance and repair expenses that Tenant is required to pay under this lease, and any other sum that Tenant is required to pay to Landlord or third parties shall be additional rent.

2.4 Increases in Shelter Charges Prohibited. Landlord separately contracts with Tenant to provide shelter care services for dogs that are transported to Tenant's animal shelter by City personnel for a fixed fee. During the term of this Lease, Tenant shall not increase the fixed fee charges for those services provided to the Landlord under that separate contract unless Landlord first increases the rent charged to Tenant under Section 2.1.

Section 3. Security Deposit. Concurrently with the execution of this Lease by Landlord and Tenant, Tenant will deliver to Landlord the Security Deposit in the amount of $1,000. Landlord may apply the Security Deposit to pay the cost of performing any obligation that Tenant fails to perform within the time required by this Lease, but such application by Landlord will not waive Landlord's other remedies nor be the exclusive remedy for Tenant's default. If Landlord applies the Security Deposit as set forth herein, Tenant will pay Landlord, on demand, all sums necessary to restore the Security Deposit to its original amount. Tenant will not have the right to apply the Security Deposit or any part thereof to any Rent or other sums due under this Lease.

If Tenant is not in default of this Lease at the expiration or termination hereof, Landlord will return the unapplied portion of the Security Deposit to Tenant, except for any amount necessary to return the Premises to the condition set forth in Section _____ . Landlord will not be obligated to pay interest on the Security Deposit.

Section 4. Use of the Premises

4.1 Permitted Use. The Premises shall be used for the purpose of operating an animal shelter and for no other purpose without the consent of Landlord.

4.2 Restrictions on Use. In connection with the use of the Premises, Tenant shall:

(a) Conform to all applicable laws and regulations of any public authority affecting the premises and the use, and correct at Tenant's own expense any failure of compliance created through Tenant's fault or by reason of Tenant's use, but Tenant shall not be required to make any structural changes to effect such compliance unless such changes are required because of Tenant's specific use.

(b) Refrain from any activity that would make it impossible to insure the Premises against casualty or would increase the insurance rate, unless Tenant pays the additional cost of the insurance.

(c) Refrain from any use that would be reasonably offensive to other tenants or owners or users of neighboring premises or that would tend to create a nuisance or damage the reputation of the premises.

(d) Refrain from loading the electrical system or floors beyond the point considered safe by a competent engineer or architect selected by Landlord.

(e) Refrain from making any marks on or attaching any sign, insignia, antenna, aerial, or other device to the exterior or interior walls, windows, or roof of the Premises without the written consent of Landlord. Tenant shall obtain Owner’s consent to the size, design and location of any additional signs, which consent shall not be unreasonably withheld.

(f) Tenant shall not cause or permit any Hazardous Substance to be spilled, leaked, disposed of, or otherwise released on or under the Premises. The term Hazardous Substance shall mean any hazardous, toxic, infectious or radioactive substance, waste, and material as defined or listed by any Environmental Law and shall include, without limitation, petroleum oil and its fractions. The term Environmental Law shall mean any federal, state, or local statute, regulation, or ordinance or any judicial or other governmental order pertaining to the protection of health, safety or the environment.

(g) Tenant shall operate its animal shelter business free from odors and unsanitary conditions that would constitute a nuisance under the Ontario Municipal Code.

4.3 Continuous Operation. Tenant shall occupy the Premises continuously for the purpose stated in this lease and carry on business during the hours customary in comparable businesses similarly situated with adequate inventory and personnel. This shall not prevent Tenant from closing for vacations and holidays, or for brief periods when reasonably necessary for inventory, repairs, remodeling (when permitted), or other legitimate purpose related to the business carried on, or when closure is the result of a labor dispute, however caused, or other factors not within Tenant's control.

Section 5. Repairs and Maintenance

5.1 Landlord's Obligations. Landlord will repair, maintain, and/or replace, where necessary, the roof, foundation, exterior walls, interior structural walls, all structural components, and all systems such as mechanical, electrical, HVAC, and plumbing systems of the Premises. Tenant expressly waives the benefits of any statute now or later in effect that would otherwise give Tenant the right to make repairs at Landlord's expense and deduct that cost from Rent owing to Landlord.

5.2 Tenant's Obligations. Except for Landlord Repairs set forth in Section above, Tenant will:

(a) maintain all portions of the Premises and fixtures situated within the Premises in good order and repair, subject to normal wear and tear;

(b) maintain, repair, and replace, if necessary, all special equipment and decorative treatments installed by or at Tenant's request and that serve the Premises only;

(c) make all necessary repairs and replacements to all portions of the Premises and pay Landlord for the repairs or replacements to the Premises if any such repairs or replacements are needed because of Tenant's misuse or primary negligence; and

(d) not commit waste to the Premises.

If Tenant fails to perform Tenant's obligations under this Section or under any other Section of this Lease, after ten (10) business days' prior written notice to Tenant, except in an emergency when no notice will be required, Landlord may enter the Premises, perform the obligations on Tenant's behalf, and recover the cost of performance, together with interest at the rate of twelve percent (12%) per year, as Additional Rent payable by Tenant with the next installment of Base Rent, as long as that rate does not exceed the maximum rate then allowed by Law.

5.3 Inspection of Premises. Landlord shall have the right to inspect the Premises at any reasonable time or times to determine the necessity of repair.

Section 6. Alterations

6.1 Alterations Prohibited. Tenant shall make no improvements or alterations on the Premises of any kind without first obtaining Landlord's written consent. All alterations shall be made in a good and workmanlike manner, and in compliance with applicable laws and building codes.

6.2 Ownership and Removal of Alterations. All improvements and alterations performed on the Premises by either Landlord or Tenant shall be the property of Landlord when installed. Improvements and alterations installed by Tenant shall, at Landlord's option, be removed by Tenant.

Section 7. Insurance

7.1 Insurance Required. Landlord shall keep the Premises insured at Landlord's expense against fire and other risks covered by a standard fire insurance policy with an endorsement for extended coverage, including a glass clause covering repairs to windows and other glass on the Premises. Tenant shall be responsible for maintaining any fire and property damage insurance on its personal property located on the Premises.

7.2 Waiver of Subrogation. Neither party shall be liable to the other (or to the other's successors or assigns) for any loss or damage caused by fire or any of the risks enumerated in a standard fire insurance policy with an extended coverage endorsement, and in the event of insured loss, neither party's insurance company shall have a subrogated claim against the other. This waiver shall be valid only if the insurance policy in question expressly permits waiver of subrogation or if the insurance company agrees in writing that such a waiver will not affect coverage under the policies. Each party agrees to use best efforts to obtain such an agreement from its insurer if the policy does not expressly permit a waiver of subrogation.

Section 8. Taxes; Utilities

8.1 Property Taxes. Landlord shall pay as due all real property taxes for the Premises. Tenant shall pay as due all taxes on its personal property located on the Premises.

8.2 Payment of Utilities Charges. Tenant shall pay when due all charges for services and utilities incurred in connection with the use, occupancy, operation, and maintenance of the Premises, including (but not limited to) charges for fuel, gas, electricity, power, refrigeration, air conditioning, telephone, dumpster fees and janitorial services.

Section 9. Eminent Domain

9.1 Partial Taking. If a portion of the Premises is condemned and Section does not apply, the lease shall continue on the following terms:

(a) Landlord shall be entitled to all of the proceeds of condemnation, and Tenant shall have no claim against Landlord as a result of the condemnation.

(b) Landlord shall proceed as soon as reasonably possible to make such repairs and alterations to the Premises as are necessary to restore the remaining Premises to a condition as comparable as reasonably practicable to that existing at the time of the condemnation.

(c) After the date on which title vests in the condemning authority or an earlier date on which alterations or repairs are commenced by Landlord to restore the balance of the Premises in anticipation of taking, the rent shall be reduced in proportion to the reduction in value of the Premises as an economic unit on account of the partial taking. If the parties are unable to agree on the amount of the reduction of rent, the amount shall be determined by arbitration in the manner provided in Section _____ .

(d) If a portion of Landlord's property not included in the Premises is taken, and severance damages are awarded on account of the Premises, or an award is made for detriment to the Premises as a result of activity by a public body not involving a physical taking of any portion of the Premises, this shall be regarded as a partial condemnation, and the rent shall be reduced to the extent of reduction in rental value of the Premises as though a portion had been physically taken.

9.2 Total Taking. If a condemning authority takes all of the Premises or a portion sufficient to render the remaining premises reasonably unsuitable for the use that Tenant was then making of the premises, the lease shall terminate as of the date the title vests in the condemning authorities. The parties shall be entitled to share in the condemnation proceeds in proportion to the values of their respective interests in the Premises.

9.3 Sale in Lieu of Condemnation. Sale of all or part of the premises to a purchaser with the power of eminent domain in the face of a threat or probability of the exercise of the power shall be treated for the purposes of this Section as a taking by condemnation.

Section 10. Damage and Destruction

10.1 Partial Damage. If the Premises are partly damaged and Section does not apply, the Premises shall be repaired by Landlord at Landlord's expense. Repairs shall be accomplished with all reasonable dispatch subject to interruptions and delays from labor disputes and matters beyond the control of Landlord and shall be performed in accordance with the provisions of Section 5.3.

10.2 Destruction. If the Premises are destroyed or damaged such that the cost of repair exceeds 25% of the value of the structure before the damage, either party may elect to terminate the lease as of the date of the damage or destruction by notice given to the other in writing not more than 45 days following the date of damage. In such event all rights and obligations of the parties shall cease as of the date of termination, and Tenant shall be entitled to the reimbursement of any prepaid amounts paid by Tenant and attributable to the anticipated term. If neither party elects to terminate, Landlord shall proceed to restore the Premises to substantially the same form as prior to the damage or destruction. Work shall be commenced as soon as reasonably possible and thereafter shall proceed without interruption except for work stoppages on account of labor disputes and matters beyond Landlord's reasonable control.

10.3 Rent Abatement. Rent shall be abated during the repair of any damage to the extent the premises are untenantable.

Section 11. Liability and Indemnity

11.1 Liens

(a) Except with respect to activities for which Landlord is responsible, Tenant shall pay as due all claims for work done on and for services rendered or material furnished to the Premises, and shall keep the Premises free from any liens. If Tenant fails to pay any such claims or to discharge any lien, Landlord may do so and collect the cost as additional rent. Any amount so added shall bear interest at the rate of 18% per annum from the date expended by

Landlord and shall be payable on demand. Such action by Landlord shall not constitute a waiver of any right or remedy which Landlord may have on account of Tenant's default.

(b) Tenant may withhold payment of any claim in connection with a good-faith dispute over the obligation to pay, as long as Landlord's property interests are not jeopardized. If a lien is filed as a result of nonpayment, Tenant shall, within 10 days after knowledge of the filing, secure the discharge of the lien or deposit with Landlord cash or sufficient corporate surety bond or other surety satisfactory to Landlord in an amount sufficient to discharge the lien plus any costs, attorney fees, and other charges that could accrue as a result of a foreclosure or sale under the lien.

11.2 Indemnification. Tenant shall indemnify and defend Landlord from any claim, loss, or liability arising out of or related to any activity of Tenant on the Premises or any condition of the Premises in the possession or under the control of Tenant. Landlord shall have no liability to Tenant for any injury, loss, or damage caused by third parties, or by any condition of the Premises except to the extent caused by Landlord's negligence or breach of duty under this lease.

11.3 Liability Insurance. Before going into possession of the Premises, Tenant shall procure and thereafter during the term of the lease shall continue to carry the following insurance at Tenant's cost: comprehensive general liability insurance in a responsible company with limits of not less than $1,000,000 for injury to one person, $3,000,000 for injury to two or more persons in one occurrence, and $1,000,000 for damage to property. Such insurance shall cover all risks arising directly or indirectly out of Tenant's activities on or any condition of the premises whether or not related to an occurrence caused or contributed to by Landlord's negligence. Such insurance shall protect Tenant against the claims of Landlord on account of the obligations assumed by Tenant under Section , and shall name Landlord as an additional insured. Certificates evidencing such insurance and bearing endorsements requiring 10 days' written notice to Landlord prior to any change or cancellation shall be furnished to Landlord prior to Tenant's occupancy of the property.

Section 12. Quiet Enjoyment

12.1 Landlord's Warranty. Landlord warrants that has the right to lease the Premises. Landlord will defend Tenant's right to quiet enjoyment of the Premises from the lawful claims of all persons during the lease term.

12.2 Assignment and Subletting. No part of the Premises may be assigned, mortgaged, or subleased, nor may a right of use of any portion of the property be conferred on any third person by any other means, without the prior written consent of Landlord, which consent shall not be unreasonably withheld. This provision shall apply to all transfers by operation of law. No consent in one instance shall prevent the provision from applying to a subsequent instance.

Section 13. Default

The following shall be events of default:

13.1 Default in Rent. Failure of Tenant to pay any rent or other charge by the twentieth day of each month.

13.2 Default in Other Covenants. Failure of Tenant to comply with any term or condition or fulfill any obligation of the lease (other than the payment of rent or other charges) within 20 days after written notice by Landlord specifying the nature of the default with reasonable particularity. If the default is of such a nature that it cannot be completely remedied within the 20-day period, this provision shall be complied with if Tenant begins correction of the default within the 20-day period and thereafter proceeds with reasonable diligence and in good faith to effect the remedy as soon as practicable.

13.3 Insolvency. Insolvency of Tenant; an assignment by Tenant for the benefit of creditors; the filing by Tenant of a voluntary petition in bankruptcy; an adjudication that Tenant is bankrupt or the appointment of a receiver of the properties of Tenant; the filing of any involuntary petition of bankruptcy and failure of Tenant to secure a dismissal of the petition within 30 days after filing; attachment of or the levying of execution on the leasehold interest and failure of Tenant to secure discharge of the attachment or release of the levy of execution within 10 days shall constitute a default. If Tenant consists of two or more individuals or business entities, the events of default specified in this Section shall apply to each individual unless within 10 days after an event of default occurs, the remaining individuals produce evidence satisfactory to Landlord that they have unconditionally acquired the interest of the one causing the default. If the lease has been assigned, the events of default so specified shall apply only with respect to the one then exercising the rights of Tenant under the lease.

13.4 Abandonment. Failure of Tenant for 20 days or more to occupy the Premises for one or more of the purposes permitted under this lease, unless such failure is excused under other provisions of this lease.

Section 14. Remedies on Default

14.1 Termination. In the event of a default the lease may be terminated at the option of Landlord by written notice to Tenant. Whether or not the lease is terminated by the election of Landlord or otherwise, Landlord shall be entitled to recover damages from Tenant for the default, and Landlord may reenter, take possession of the premises, and remove any persons or property by legal action or by self-help with the use of reasonable force and without liability for damages and without having accepted a surrender.

14.2 Reletting. Following reentry or abandonment, Landlord may relet the Premises and in that connection may make any suitable alterations or refurbish the Premises, or both, or change the character or use of the Premises, but Landlord shall not be required to relet for any use or purpose other than that specified in the lease or which Landlord may reasonably consider injurious to the Premises, or to any tenant that Landlord may reasonably consider objectionable. Landlord may relet all or part of the Premises, alone or in conjunction with other properties, for a term longer or shorter than the term of this lease, upon any reasonable terms and conditions, including the granting of some rent-free occupancy or other rent concession.

14.3 Damages. In the event of termination or retaking of possession following default, Landlord shall be entitled to recover immediately, without waiting until the due date of any future rent or until the date fixed for expiration of the lease term, the following amounts as damages:

(a) The loss of rental from the date of default until a new tenant is, or with the exercise of reasonable efforts could have been, secured and paying out.

(b) The reasonable costs of reentry and reletting including without limitation the cost of any cleanup, refurbishing, removal of Tenant's property and fixtures, costs incurred under Section , or any other expense occasioned by Tenant's default including but not limited to, any remodeling or repair costs, attorney fees, court costs, broker commissions, and advertising costs.

(c) Any excess of the value of the rent and all of Tenant's other obligations under this lease over the reasonable expected return from the premises for the period commencing on the earlier of the date of trial or the date the premises are relet, and continuing through the end of the term. The present value of future amounts will be computed using a discount rate of 7%.

14.4 Right to Sue More than Once. Landlord may sue periodically to recover damages during the period corresponding to the remainder of the lease term, and no action for damages shall bar a later action for damages subsequently accruing.

14.5 Landlord's Right to Cure Defaults. If Tenant fails to perform any obligation under this lease, Landlord shall have the option to do so after 30 days' written notice to Tenant. All of Landlord's expenditures to correct the default shall be reimbursed by Tenant on demand with interest at the rate of 18% annum from the date of expenditure by Landlord. Such action by Landlord shall not waive any other remedies available to Landlord because of the default.

14.6 Remedies Cumulative. The foregoing remedies shall be in addition to and shall not exclude any other remedy available to Landlord under applicable law.

Section 15. Surrender at Expiration

15.1 Condition of Premises. Upon expiration of the lease term or earlier termination on account of default, Tenant shall deliver all keys to Landlord and surrender the Premises in first-class condition and broom clean. Alterations constructed by Tenant with permission from Landlord shall not be removed or restored to the original condition unless the terms of permission for the alteration so require. Depreciation and wear from ordinary use for the purpose for which Tenant is responsible shall be completed to the latest practical date prior to such surrender. Tenant's obligations under this section shall be subordinate to the provisions of Section relating to destruction.

15.2 Fixtures

(a) All fixtures placed upon the Premises during the term, except Tenant's trade fixtures, shall, at Landlord's option, become the property of Landlord. If Landlord so elects, Tenant shall remove any or all fixtures that would otherwise remain the property of Landlord, and shall repair any physical damage resulting from the removal. If Tenant fails to remove such fixtures, Landlord may do so and charge the cost to Tenant with interest at the legal rate from the date of expenditure.

(b) Prior to expiration or other termination of the lease term Tenant shall remove all furnishings, furniture, and trade fixtures that remain its property. If Tenant fails to do so, this shall be an abandonment of the property, and Landlord may retain the property and all rights of Tenant with respect to it shall cease or, by notice in writing given to Tenant within 20 days after removal was required, Landlord may elect to hold Tenant to its obligation of removal. If Landlord elects to require Tenant to remove, Landlord may effect a removal and place the property in public storage for Tenant's account. Tenant shall be liable to Landlord for the cost of removal, transportation to storage, and storage, with interest at the legal rate on all such expenses from the date of expenditure by Landlord.

(c) Tenant shall not remove any plumbing, sinks and cabinets located on the Premises at the commencement of the lease term.

15.3 Holdover

(a) If Tenant does not vacate the Premises at the time required, Landlord shall have the option to treat Tenant as a tenant from month to month, subject to all of the provisions of this lease except the provisions for term and renewal and at a rental rate equal to 150 percent of the rent last paid by Tenant during the original term, or to eject Tenant from the Premises and recover damages caused by wrongful holdover. Failure of Tenant to remove fixtures, furniture, furnishings, or trade fixtures that Tenant is required to remove under this lease shall constitute a failure to vacate to which this section shall apply if the property not removed will substantially interfere with occupancy of the Premises by another tenant or with occupancy by Landlord for any purpose including preparation for a new tenant.

(b) If a month-to-month tenancy results from a holdover by Tenant under this Section, the tenancy shall be terminable at the end of any monthly rental period on written notice from Landlord given not less than 10 days prior to the termination date which shall be specified in the notice. Tenant waives any notice that would otherwise be provided by law with respect to a month-to-month tenancy.

Section 16. Miscellaneous

16.1 Nonwaiver. Waiver by either party of strict performance of any provision of this lease shall not be a waiver of or prejudice the party's right to require strict performance of the same provision in the future or of any other provision.

16.2 Attorney Fees. If suit or action is instituted in connection with any controversy arising out of this lease, the prevailing party shall be entitled to recover in addition to costs such sum as the court may adjudge reasonable as attorney fees at trial, on petition for review, and on appeal.

16.3 Notices. Any notice required or permitted under this lease shall be given when actually delivered or 48 hours after deposited in United States mail as certified mail addressed to the address first given in this lease or to such other address as may be specified from time to time by either of the parties in writing.

16.4 Succession. Subject to the above-stated limitations on transfer of Tenant's interest, this lease shall be binding on and inure to the benefit of the parties and their respective successors and assigns.

16.5 Recordation. This lease shall not be recorded without the written consent of Landlord.

16.6 Entry for Inspection. Landlord shall have the right to enter upon the Premises at any time to determine Tenant's compliance with this lease, to make necessary repairs to the building or to the Premises, or to show the Premises to any prospective tenant or purchaser, and in addition shall have the right, at any time during the last two months of the term of this lease, to place and maintain upon the Premises notices for leasing or selling of the Premises.

16.7 I**nterest on Rent and Other Charges**. Any rent or other payment required of Tenant by this lease shall, if not paid within 10 days after it is due, bear interest at the rate of 18% per annum from the due date until paid. In addition, if Tenant fails to make any rent or other payment required by this lease to be paid to Landlord within five days after it is due, Landlord may elect to impose a late charge of five cents per dollar of the overdue payment to reimburse Landlord for the costs of collecting the overdue payment. Tenant shall pay the late charge upon demand by Landlord. Landlord may levy and collect a late charge in addition to all other remedies available for Tenant's default, and collection of a late charge shall not waive the breach caused by the late payment.

16.8 Time of Essence. Time is of the essence of the performance of each of Tenant's obligations under this lease.

Section 17. Arbitration

17.1 Disputes to Be Arbitrated. If any dispute arises between the parties, either party may request arbitration.

17.2 Procedure for Arbitration. The arbitrator shall proceed according to the Oregon statutes governing arbitration, and the award of the arbitrator shall have the effect therein provided. The arbitration shall take place in Malheur County, Oregon. The arbitrator shall award reasonable attorney fees and arbitration costs to the prevailing party.

EXECUTED ON DUPLICATE ORIGINALS on the date first above written.

Landlord:

CITY OF ONTARIO

By:

____
Adam Brown, City Manager

ATTEST:

____
Tori Barnett, MMC, City Recorder

Landlord Address:

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

Tenant:

ANI-CARE ANIMAL SHELTER, INC.

By:

____
Amanda Grosdidier, President

Tenant Address:
____
____
____

EXHIBIT “1”
(Ontario/Ani-Care Lease)

Land in the CITY OF ONTARIO, Malheur County, Oregon, according to Wilson’s Supplemental Plat thereof, as follows:

> In Block 155: The East 1 foot of Lot 4, all of Lots 5, 6,7, 8, 9, 10, 11, 12 and 13. ALSO, the southerly portion of Lots 18, 19, 20, 21, 22, 23, 24, 25 and 26 within the borders of the red rectangle drawn on the Map attached hereto.

EXHIBIT “2”
(Ontario/Ani-Care Lease Map)

AGENDA REPORT
NEW BUSINESS
June 18, 2019

TO: Mayor and City Council

FROM: Daniel Beaubien, Airport Manager

THROUGH: Adam J. Brown, City Manager

SUBJECT: AGREEMENT WITH J-U-B ENGINEERING FOR PROFESSIONAL SERVICES

DATE: May 31, 2019

PROPOSED MOTION:

I MOVE THE CITY COUNCIL ADOPT THE AGREEMENT FOR PROFESSIONAL SERVICES WITH JUB ENGINEERING AS PRESENTED.

SUMMARY:

The Federal Aviation Administration funding works through City's Engineer for the Ontario Municipal Airport. The scope of work and assurances are completed through an engineering firm capable of completing the required tasks. JUB is the City's Municipal Airport Engineer.

BACKGROUND:

The City of Ontario has contracted the services of JUB Engineering for over 15 years and has greatly benefited from their expertise. They have successfully managed millions of dollars in aviation projects at the Ontario Municipal Airport.

CURRENT SITUATION:

The next phase of construction through the use of federal monies is the construction of hangar taxi lanes and a hold apron. These projects must be engineered to meet all of the guidelines and criteria set forth by the Federal Aviation Administration. Without engineering services, the projects and funding source will not take place.

ANALYSIS:

A. **FINANCIAL** The total cost is $93,112.The City is responsible for 5% of the cost unless a CORE grant is received that covers all but 1% of the cost. We have been successful at receiving the CORE grant for the last two projects. The total responsibility for the taxiline coverage without the CORE grant is $4.656 which was budgeted in the 2020-2021 Fiscal Year Budget.

B. **TIMING** The taxi lane and hold apron are scheduled to begin the design phase during the 2019-2020 Fiscal Year.

C. **POLICY/LEGAL** The Council must appoint the engineer for the project.

ALTERNATIVES:

Take No Action: If the city takes no action, we may jeopardize the funding because we would have to solicit for a new airport engineer.

RECOMMENDATION:

Staff recommends adopting the Agreement for Professional Services with JUB Engineering as presented.

ATTACHMENTS:

1. JUB Engineering Ontario_AIP15_FAA Agreement

AGREEMENT FOR PROFESSIONAL SERVICES (FAA FORMAT)
Construct Hangar Taxilanes & Hold Apron, A.I.P. 3-41-0044-015-2019
Ontario Municipal Airport, Ontario, Oregon

THIS AGREEMENT is effective as of the _________ day of June, 2019, by and between, CITY OF ONTARIO, OREGON, 444 SW 4th Street, Ontario, Oregon, hereinafter referred to as the CLIENT, and J-U-B ENGINEERS, Inc., 250 So. Beechwood Avenue, Boise, Idaho, 83709, an Idaho Corporation, hereinafter referred to as J-U-B.

WHEREAS, the CLIENT intends to: Complete FAA AIP 3-41-0044-015-2019, which includes the Design-Only Engineering Services for the following times: Construct Hangar Taxilanes & Hold Apron, hereinafter referred to as the "Project". The services to be performed by J-U-B are hereinafter referred to as the "Services".

W I T N E S S E T H

Now, therefore, the CLIENT and J-U-B, in consideration of their mutual covenants herein, agree as set for below:

ARTICLE 1
J-U-B'S SERVICES

1.01 BASIC SERVICES

J-U-B will perform the Services described in **Attachment 1 - Scope of Services, Basis of Fee, and Schedule** in a manner consistent with the applicable standard of care. J-U-B's services shall be limited to those expressly set forth therein, and J-U-B shall have no other obligations, duties, or responsibilities for the Project except as provided in this Agreement.

1.02 SCHEDULE OF SERVICES TO BE PERFORMED

J-U-B will perform said Services in accordance with the schedule described in **Attachment 1 Scope of Services, Basis of Fee, and Schedule** in a manner consistent with the applicable standard of care. This schedule shall be equitably adjusted as the Project progresses, allowing for changes in scope, character or size of the Project as requested by the CLIENT or for delays or other causes beyond J-U-B's control.

1.03 ADDITIONAL SERVICES

When authorized in writing by the CLIENT, J-U-B agrees to furnish, or obtain from others, additional professional services in connection with the PROJECT, as set forth below and as otherwise contained within this Agreement:

A. Provide other services not otherwise provided for in this Agreement, including services normally furnished by the CLIENT as described in Article 2, CLIENT'S RESPONSIBILITIES.

B. Provide services as an expert witness for the CLIENT in connection with litigation or other proceedings involving the PROJECT.

C. Assist or extend services as a result of strikes, walkouts, or other labor disputes, including acts relating to settlement of minority group problems.

D. Mitigation work identified in the environmental review.

ARTICLE 2
CLIENT'S RESPONSIBILITIES

2.01 CLIENT'S RESPONSIBILITIES

The CLIENT shall furnish the following services at the CLIENT'S expense and in such a manner that J-U-B may rely upon them in the performance of its services under this AGREEMENT:

A. Designate, in writing, a person authorized to act as the CLIENT'S contact. The CLIENT or his designated contact shall receive and examine documents submitted by J-U-B to determine acceptability of said documents, interpret and define the CLIENT'S policies, and render decisions and authorizations in writing promptly to prevent unreasonable delay in the progress of J-U-B's services.

B. Make available to J-U-B all technical data that is in the CLIENT'S possession, including maps, surveys, property descriptions, borings, and other information required by J-U-B and relating to its work.

C. Hold promptly all required special meetings, serve all required public and private notices, receive and act upon all protests and fulfill all requirements necessary in the development of the PROJECT and pay all costs incidental thereto.

D. Provide legal, accounting and insurance counseling services necessary for the PROJECT. Legal review of the construction Contract Documents, and such writing services as the CLIENT may require to account for the expenditure of construction funds.

E. Furnish permits and approvals from all governmental authorities having jurisdiction over the PROJECT and from others as may be necessary for completion of the PROJECT.

F. The CLIENT agrees to cooperate with J-U-B in the approval of all plans, reports and studies, and shall make a timely decision in order that no undue expense will be caused J-U-B because of lack of decisions. If J-U-B is caused extra drafting or other expense due to changes ordered by the CLIENT after the completion and approval of the plans, reports, and studies, J-U-B shall be equitably paid for such extra expenses and services involved.

G. Guarantee full and free access, with reasonable advance notice, for J-U-B to enter upon all property required for the performance of J-U-B's services under this AGREEMENT.

H. Give prompt written notice to J-U-B whenever the CLIENT observes or otherwise becomes aware of any defect in the PROJECT or other event that may substantially affect J-U-B's performance of services under this AGREEMENT.

I. Promptly prepare and submit reimbursement requests to funding agencies.

J. Compensate J-U-B for services promptly rendered under this AGREEMENT.

ARTICLE 3
J-U-B'S COMPENSATION

3.01 BASIC SERVICES COMPENSATION

J-U-B shall provide services in connection with the terms and conditions of this Agreement, and the CLIENT shall compensate J-U-B therefore as detailed **in Attachment 1 – Scope of Services, Basis of Fee and Schedule.**

Partial payment shall be made for the services performed as the work under this AGREEMENT progresses. Such payment is to be made monthly based on the itemized statements, invoices, or other evidences of performance furnished to and approved by the CLIENT. All claims for payment will be submitted in a form compatible with current practices and acceptable to the CLIENT. Partial payments will include payroll costs, adjusted for payroll burdens, and general and administrative overhead, as well as out-of-pocket expenses, plus that portion of the fixed fee which its percentage of completion bears to the total cost of the fully completed work under this AGREEMENT. The CLIENT shall make full payment of the value of such documented monthly service as verified on the monthly statement.

3.02 ADDITIONAL COMPENSATION

In addition to any and all compensation hereinabove, the CLIENT shall compensate J-U-B for Additional Services, Section 1.03, under a written Authorization for Additional Services executed by both Parties that specifically describes the additional work and the cost associated therewith. These additional services are to be performed or furnished by J-U-B only upon receiving said written authorization from the CLIENT.

3.03 COMPENSATION ADJUSTMENT

CLIENT agrees to provide J-U-B a notice to proceed with Services within 120 days of the effective date of this Agreement identified in Attachment 1. If the notice to proceed with Services is delayed beyond 120 days from the effective date of this Agreement, or service described will not be completed during the term of this Agreement through no fault of J-U-B, the Agreement shall be amended through mutual negotiation to address both schedule and pricing impacts of the delay. CLIENT understands that any pricing increase may not be grant fundable by FAA.

3.04 ADDITIONAL CONDITIONS OF COMPENSATION

The CLIENT and J-U-B further agree that:

A. J-U-B shall submit monthly statements for Services rendered and for expenses incurred, which statements are due on presentation. CLIENT shall make prompt monthly payments. If CLIENT fails to make any payment in full within thirty (30) days after receipt of J-U-B's statement, the amounts due J-U-B will accrue interest at the rate of 1% per month from said thirtieth day or at the maximum interest rate allowed by law, whichever is less.

B. If the CLIENT fails to make monthly payments due J-U-B, J-U-B may, after giving ten (10) days written notice to the CLIENT, suspend services under this Agreement.

ARTICLE 4
GENERAL PROVISIONS

4.01 OWNERSHIP OF DOCUMENTS

Upon the request of the CLIENT, J-U-B shall furnish the CLIENT copies of all maps, plots, drawings, estimate sheets, and other contract documents required for the PROJECT provided J-U-B has been paid in full for the work. Upon the request of the CLIENT and the completion of the work specified herein, all material documents acquired or produced by J-U-B in conjunction with the preparation of the plans shall be delivered to and become the property of the CLIENT providing no future use of said documents or portions thereof shall be made by the CLIENT with J-U-B's name or that of J-U-B ENGINEERS, Inc., attached thereto. Final submittal of J-U-B's work product shall be in hard-copy format and no electronic design files will be submitted as part of the PROJECT, unless expressly requested.

Any reuse without written consent by J-U-B, or without verification or adoption by J-U-B for the specific purpose intended by the reuse, will be at CLIENT's sole risk and without liability or legal exposure to J-U-B. The CLIENT shall release, defend, indemnify, and hold J-U-B harmless from any claims, damages, actions or causes of action, losses, and expenses, including reasonable attorneys' and expert fees, arising out of or resulting from such reuse.

J-U-B shall retain an ownership interest in PROJECT documents that allows their reuse of non-proprietary information on subsequent projects at J-U-B's sole risk.

4.02 DELEGATION OF DUTIES

Neither the CLIENT nor J-U-B shall delegate, assign, sublet or transfer their respective duties under this Agreement without the prior written consent of the other.

4.03 GENERAL

A. Should litigation occur between the two parties relating to the provisions of this Agreement, court costs and reasonable attorney fees incurred shall be borne by their own party.

B. Neither party shall hold the other responsible for damage or delay in performance caused by acts of God, strikes, lockouts, accidents, or other events beyond the reasonable control of the other or the other's employees and agents.

C. In the event any provisions of this AGREEMENT shall be held to be invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. One (1) or more waivers by either party or any provision, term, condition, or covenant shall not be construed by the other party as a waiver of subsequent breach of the same by the other party.

D. J-U-B shall render its services under this AGREEMENT in accordance with generally accepted professional practices and Standard of Care. J-U-B makes no other warranty for the work provided under this AGREEMENT.

E. CLIENT grants J-U-B and its subsidiaries the unrestricted right to take, use, and publish images, or edited images, of the project site and workers for J-U-B's purposes including, but not limited to, website, intranet, and marketing. This right shall survive the termination of this Agreement.

F. Any opinion of the estimated construction cost prepared by J-U-B represents its judgment as a design professional and is supplied for the general guidance of the CLIENT. Since J-U-B has no control over the cost of labor and material, or over competitive bidding or market conditions, J-U-B does not guarantee the accuracy of such opinions as compared to Contractor bids or actual costs to the CLIENT.

G. Any notice or other communications required or permitted by this contract or by law to be served on, given to, or delivered to either party hereto by the other party shall be in writing and shall be deemed duly served, given, or delivered when personally delivered to the party to whom it is addressed or, in lieu of such personal service, when deposited in the United States mail, certified mail, return receipt requested, addressed to the CLIENT at 444 SW 4th Street, Ontario, Oregon and to J-U-B at 250 So. Beechwood Avenue, Boise, Idaho, 83709. Either party, the CLIENT or J-U-B, may change his address for the purpose of this paragraph by giving written notice of such change to the other party in the manner provided in this paragraph.

H. In soils investigation work and determining subsurface conditions for the PROJECT, the characteristics may vary greatly between successive test points and sample intervals. J-U-B will coordinate this work in accordance with generally accepted engineering practices and makes no other warranties, expressed or implied, as to the professional advice furnished by others under the terms of this AGREEMENT.

4.04 MEDIATION BEFORE LITIGATION

Any and all disputes arising out of or related to the Agreement, except for the payment of J-U-B's fees, shall be submitted to nonbinding mediation before a mutually acceptable mediator as a condition precedent to litigation or other binding adjudicative procedure unless the parties mutually agree otherwise. The CLIENT further agrees to include a similar mediation provision in all agreements with independent contractors, consultants, subcontractors, subconsultants, suppliers and fabricators on the Project, thereby providing for mediation as the primary method for dispute resolution among all the parties involved in the Project. In the event the parties are unable to agree on a mediator, said mediator shall be appointed by a court of competent jurisdiction or, if not possible, the American Arbitration Association. If a dispute relates to, or is the subject of a lien arising out of J-U-B's Services, J-U-B or its subconsultants may proceed in accordance with applicable law to comply with the lien notice and filing deadlines prior to submission of the matter by mediation.

This Contract shall be governed by and interpreted under the laws of the State of Oregon. The parties agree that in the event it becomes necessary to enforce any of the terms and conditions of this Contract that the forum, venue and jurisdiction in that particular action shall be in Malheur County, Oregon.

4.05 INSURANCE AND INDEMNITY

A. J-U-B's Insurance. J-U-B agrees to procure and maintain, at its expense, Commercial General Liability insurance of $1,000,000 combined single limit for personal injury and property damages, and Professional Liability Insurance of $1,000,000 per claim for protection against claims arising out of the performance of services under this Contract caused by negligent acts, errors, or omissions for which J-U-B is legally liable, subject to and limited by the provisions in Subsection 5.01D, "Allocation of Risks", if any. J-U-B shall deliver to the CLIENT, prior to execution of the AGREEMENT by the CLIENT and prior to commencing work, Certificates of Insurance, identified on their face as the Agreement Number to which applicable, as evidence that policies providing such coverage and limits of insurance are in full force and effect. J-U-B shall acquire and maintain statutory workmen's compensation coverage. Thirty (30) days advance notice will be given in writing to the CLIENT prior to the cancellation, termination, or alteration of said policies of Insurance.

B. Indemnification by J-U-B. To the fullest extent permitted by law, J-U-B shall indemnify and hold harmless CLIENT, and CLIENT's officers, directors, partners, agents, consultants, and employees from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of CLIENT, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the PROJECT, provided that any such claim cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting there from, but only to the extent caused by any negligent act, error, or omission of J-U-B or J-U-B's officers, directors, partners, employees, or Consultants. The indemnification provision of the preceding sentence is subject to and limited by the provisions agreed to by CLIENT and J-U-B in Subsection 5.01D, "Allocation of Risks," if any.

C. Indemnification by CLIENT. To the fullest extent permitted by law, CLIENT shall indemnify and hold harmless J-U-B, J-U-B's officers, directors, partners, agents, employees, and Consultants from and against any and all claims costs, losses, and damages (including but not limited to all fees and charges of J-U-B, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the PROJECT, provided that any such claim cost, loss, or damage is attributable to bodily injury, sickness, disease, or death or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting there from, but only to the extent caused by any negligent act, error, or omission of CLIENT or CLIENT's officers, directors, or employees, retained by or under contract to the CLIENT with respect to this AGREEMENT or to the PROJECT.

D. Allocation of Risks. The CLIENT and J-U-B have discussed the risks, rewards and benefits of the project and the design professional's total fee for services. The risks have been allocated such that the CLIENT agrees that, to the fullest extent permitted by law, J-U-B's total liability to the CLIENT for any and all injuries, claims, losses, expenses, damages or claims expenses arising out of this agreement from any cause or causes, shall not exceed the total amount of fees paid to J-U-B under this Agreement. Such causes include, but are not limited to J-U-B's negligence, errors, omission and strict liability. Neither CLIENT nor J-U-B shall be responsible for incidental, indirect or consequential damages.

E. J-U-B reserves the right to obtain the services of other consulting engineers and consultants experienced in airport work to prepare and execute a portion of the work that relates to the PROJECT.

F. Nothing contained in this agreement shall create a contractual relationship with or a cause of action in favor of a third party against J-U-B.

4.06 EXTENT OF AGREEMENT

This Agreement represents the entire and integrated agreement between the CLIENT and J-U-B and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the CLIENT and J-U-B.

ARTICLE 5
FAA FEDERAL CLAUSES

5.01 SUCCESSORS AND ASSIGNMENTS

A. The CLIENT and J-U-B each binds itself and its partners, successors, executors, administrators and assigns to the other parties to this Agreement, and to the successors, executors, administrators and assigns of such other party in respect to all covenants of this Agreement.

B. It is understood by the CLIENT and J-U-B that the FAA is not a party to this Agreement and will not be responsible for engineering costs except as should be agreed upon by the CLIENT and the FAA under a Grant Agreement for the PROJECT.

C. This Agreement may not be assigned except upon specific prior written consent of the CLIENT.

5.02 TERMINATION

A. TERMINATION FOR CONVENIENCE

The CLIENT may, by written notice to J-U-B, terminate this Agreement for its convenience and without cause or default on the part of J-U-B. Upon receipt of the notice of termination, except as explicitly directed by the CLIENT, J-U-B must immediately discontinue all services affected.

Upon termination of the Agreement, J-U-B must deliver to the CLIENT all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by J-U-B under this contract, whether complete or partially complete.

CLIENT agrees to make just and equitable compensation to J-U-B for satisfactory work completed up through the date J-U-B receives the termination notice. Compensation will not include anticipated profit on non-performed services.

CLIENT further agrees to hold J-U-B harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

B. TERMINATION FOR DEFAULT

Either party may terminate this Agreement for cause if the other party fails to fulfill its obligations that are essential to the completion of the work per the terms and conditions of the Agreement. The party initiating the termination action must allow the breaching party an opportunity to dispute or cure the breach.

The terminating party must provide the breaching party 7 days advance written notice of its intent to terminate the Agreement. The notice must specify the nature and extent of the breach, the conditions necessary to cure the breach, and the effective date of the termination action. The rights and remedies in this clause are in addition to any other rights and remedies provided by law or under this agreement.

a) **Termination by CLIENT**: The CLIENT may terminate this Agreement in whole or in part, for the failure of J-U-B to:

1. Perform the services within the time specified in this contract or by CLIENT approved extension;
2. Make adequate progress so as to endanger satisfactory performance of the Project; or
3. Fulfill the obligations of the Agreement that are essential to the completion of the Project.

Upon receipt of the notice of termination, J-U-B must immediately discontinue all services affected unless the notice directs otherwise. Upon termination of the Agreement, J-U-B must deliver to the CLIENT all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by J-U-B under this contract, whether complete or partially complete.

CLIENT agrees to make just and equitable compensation to J-U-B for satisfactory work completed up through the date J-U-B receives the termination notice. Compensation will not include anticipated profit on non-performed services.

CLIENT further agrees to hold J-U-B harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

If, after finalization of the termination action, the CLIENT determines J-U-B was not in default of the Agreement, the rights and obligations of the parties shall be the same as if the CLIENT issued the termination for the convenience of the CLIENT.

b) **Termination by Consultant**: J-U-B may terminate this Agreement in whole or in part, if the CLIENT:

1. Defaults on its obligations under this Agreement;
2. Fails to make payment to J-U-B in accordance with the terms of this Agreement;
3. Suspends the Project for more than 120 days due to reasons beyond the control of J-U-B.

Upon receipt of a notice of termination from J-U-B, CLIENT agrees to cooperate with J-U-B for the purpose of terminating the agreement or portion thereof, by mutual consent. If CLIENT and J-U-B cannot reach mutual agreement on the termination settlement, J-U-B may, without prejudice to any rights and remedies it may have, proceed with terminating all or parts of this Agreement based upon the CLIENT's breach of the contract.

In the event of termination due to CLIENT breach, the Engineer is entitled to invoice CLIENT and to receive full payment for all services performed or furnished in accordance with this Agreement and all justified reimbursable expenses incurred by J-U-B through the effective date of termination action. CLIENT agrees to hold J-U-B harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

5.03 CERTIFICATIONS OF J-U-B AND CLIENT

A. The CLIENT and J-U-B hereby certify that J-U-B has not been required, directly or indirectly, as an expressed or implied condition in connection with obtaining or carrying out this contract, to:

   1. employ or retain, or agree to employ or retain, any firm or persons; or
   2. pay, or agree to pay, to any firm, person or organization, any fee, contribution, donation or consideration of any kind.

B. A signed "Certificate for Contracts, Grants, Loans, and Cooperative Agreements" is included with this agreement.

5.04 TAX DELINQUENCY AND FELONY CONVICTIONS

J-U-B certifies, by submission of this proposal or acceptance of this contract, that it is not a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

J-U-B further represents that it is not a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

5.05 CIVIL RIGHTS GENERAL

J-U-B agrees that it will comply with pertinent statutes, Executive Orders, and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability, be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds J-U-B and subtier consultants from the solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

5.06 CIVIL RIGHTS TITLE VI - NONDISCRIMINATION REQUIREMENTS

During the performance of this contract, J-U-B, for itself, subconsultants, its assignees and successors in interest, agrees as follows:

A. Compliance with Regulations. J-U-B will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

B. Non-discrimination. J-U-B, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subconsultants, including procurements of materials and leases of equipment. J-U-B will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities , including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

C. Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by J-U-B for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subconsultant or supplier will be notified by J-U-B of J-U-B's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

D. Information and Reports. J-U-B will provide all information and reports required by the Acts, the Regulations and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the CLIENT or the FAA to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities, and instructions. Where any information required of J-U-B is in the exclusive possession of another who fails or refuses to furnish this information, J-U-B will so certify to the CLIENT or the FAA, as appropriate, and will set forth what efforts it has made to obtain the information.

E. Sanctions for Noncompliance. In the event of J-U-B's noncompliance with the non-discrimination provisions of this contract, the CLIENT will impose such contract sanctions as it or the FAA, may determine to be appropriate, including, but not limited to:

   1. withholding of payments to J-U-B under the contract until J-U-B complies, and/or

   2. cancellation, termination, or suspension of the contract, in whole or in part.

F. Incorporation of Provisions. J-U-B will include the provisions of paragraphs A through E in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, Regulations and directives issued pursuant thereto. J-U-B will take such action with respect to any subcontract or procurement as the CLIENT or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if J-U-B becomes involved in, or is threatened with, litigation by a subconsultant or supplier as a result of such direction, J-U-B may request the CLIENT to enter into such litigation to protect the interests of the CLIENT. In addition, J-U-B may request the United States to enter into such litigation to protect the interests of the United States.

5.07 TITLE VI LIST OF PERTINENT NONDISCRIMINATION ACTS AND AUTHORITIES

During the performance of this contract, J-U-B, for itself, its assignees, and successors in interest agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);

- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

5.08 DISADVANTAGED BUSINESS ENTERPRISE (49 CFR Part 26)

A. The requirements of 49 CFR part 26 apply to this contract. It is the policy of the CLIENT to practice nondiscrimination based on race, color, sex or national origin in the award or performance of this contract. The CLIENT encourages participation by all firms qualifying under this solicitation regardless of business size or ownership.

B. Contract Assurance (§26.13). J-U-B shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. J-U-B shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by J-U-B to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.

C. Prompt Payment (§26.29). J-U-B agrees to pay each consultant under this agreement for satisfactory performance of its contract no later than 30 days from the receipt of each payment J-U-B receives from the CLIENT. J-U-B agrees further to return retainage payments to each subconsultant within 30 days after the subconsultant's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the CLIENT. This clause applies to both DBE and non-DBE subconsultants.

5.09 LOBBYING AND INFLUENCING FEDERAL EMPLOYEES (49 CFR Part 20, Appendix A)

A. No Federal appropriated funds shall be paid, by or on behalf of J-U-B, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement and the extension, continuation, renewal, amendment or modification of any Federal grant, contract, loan, or cooperative agreement.

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

C. J-U-B shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

5.10 EQUAL OPPORTUNITY CLAUSE

During the performance of this contract, J-U-B agrees as follows:

(1) J-U-B will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. J-U-B will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identify or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. J-U-B agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) J-U-B will, in all solicitations or advertisements for employees placed by or on behalf of J-U-B, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(3) J-U-B will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of J-U-B's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) J-U-B will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) J-U-B will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of J-U-B's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and J-U-B may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) J-U-B will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted

by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. J-U-B will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event J-U-B becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency J-U-B may request the United States to enter into such litigation to protect the interests of the United States.

5.11 ACCESS TO RECORDS AND REPORTS

J-U-B must maintain an acceptable cost accounting system. J-U-B agrees to provide the CLIENT, the FAA, and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers, and records of J-U-B which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. J-U-B agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

5.12 TRADE RESTRICTION CERTIFICATION (49 CFR Part 30)

By submission of an offer, J-U-B certifies that with respect to this solicitation and any resultant contract, the Offeror -

A. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (U.S.T.R.);

B. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the U.S.T.R; and

C. has not entered into any subcontract for any product to be used on the Federal public works project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

J-U-B must provide immediate written notice to the CLIENT if J-U-B learns that its certification or that of a subconsultant was erroneous when submitted or has become erroneous by reason of changed circumstances. J-U-B shall require subconsultants provide immediate written notice to J-U-B if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to a subconsultant:

1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R. or

2) whose subconsultants are owned or controlled by one or more citizens or nationals of a foreign country on such U.S.T.R. list or

3) who incorporates in the public works project any product of a foreign country on such U.S.T.R. list.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a consultant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

J-U-B agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in in all lower tier subcontracts. J-U-B may rely on the certification of a prospective subconsultant that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by U.S.T.R, unless J-U-B has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that J-U-B or subconsultant knowingly rendered an erroneous certification, the Federal Aviation Administration may direct through the CLIENT cancellation of the contract or subcontract for default at no cost to the CLIENT or the FAA.

5.13 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION

J-U-B certifies, by submission of this proposal or acceptance of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

It further agrees by submitting this proposal that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. For each lower tier subcontract that exceeds $25,000 as a "covered transaction", J-U-B shall verify each lower tier participant of a "covered transaction" under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. J-U-B will accomplish this by:

1) Checking the System for Award Management at website: http://www.sam.gov
2) Collecting a certification statement similar to the Certificate Regarding Debarment and Suspension (Bidder or Offeror), above.
3) Inserting a clause or condition in the covered transaction with the lower tier contract

If the FAA later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

5.14 OCCUPATIONAL HEALTH ACT OF 1970

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. J-U-B shall provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. J-U-B retains full responsibility to monitor its compliance and their subconsultant's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). J-U-B will address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

5.15 FEDERAL FAIR LABOR STANDARDS ACT

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers.

J-U-B has full responsibility to monitor compliance to the referenced statute or regulation. J-U-B will address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

5.16 VETERAN'S PREFERENCE

In the employment of labor (excluding executive, administrative, and supervisory positions), J-U-B and all sub-tier consultants must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 U.S.C. 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

5.17 TEXTING WHILE DRIVING.

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving" and DOT Order 3902.10 “Text Messaging While Driving” FAA encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or sub-grant.

J-U-B has in place a policy within J-U-B Accident Prevention plan that prohibits all employees from texting and driving. J-U-B shall include these policies in each third party subcontract involved on this project.

5.18 HUMAN TRAFFICKING

A. J-U-B, J-U-B’s employees, and subcontractors may not engage in severe forms of trafficking in persons during the period of time that the FAA award is in effect, procure a commercial sex act during the period of time that the award is in effect, or use forced labor in the performance of the award or sub-awards under the award.

B. For the purpose of this award term, “employee” includes:

   3. An individual employed by you or a sub-recipient who is engaged in the performance of the project or program under this award

   4. Another person engaged in the performance of the project or program under this award and not compensated by you, including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.

C. For the purposes of this award term only, “forced labor” means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

D. For the purposes of this award term only, “severe forms of trafficking in persons,” “commercial sex act,” and “coercion” have the meanings given at Section 103 of the TVPA, as amended (22 U.S.C. 7102).

5.19 ENERGY CONSERVATION

J-U-B and any subconsultants agree to comply with mandatory standards and policies relating to energy efficiency as contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201et seq).

5.20 PROHIBITION OF SEGREGATED FACILITIES

(1) J-U-B agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. J-U-B agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.

(2) “Segregated facilities,” as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

(3) J-U-B shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

IN WITNESS WHEREOF, the CLIENT and J-U-B hereto have made and executed this AGREEMENT as of the day and year first above written.

CLIENT:

CITY OF ONTARIO, OREGON	ATTEST
BY: ______________________	______________________
Name: ______________________	Name: ______________________
Title: ______________________	Title: ______________________

:

J-U-B:

J-U-B ENGINEERS, Inc.	ATTEST
By: ______________________	______________________
Name: Toby J. Epler, P.E.	Name: David Meyer, P.E.
Title: Project Manager	Title: Project Engineer

Applicable Attachments or Exhibit to this Agreement are indicated as marked

- ☒ **Certification For Contracts Grants, Loans, and Cooperative Agreements**
- ☒ **J-U-B Debarment Lookup**
- ☒ **Attachment 1 –** Scope of Services**,** Basis of Fee and Schedule
- ☒ **Attachment 1A** – Detailed Scope of Work
- ☒ **Attachment 1B** – Fee Breakdown
- ☐ **Attachment 2** – Special Provisions
- ☐ **Exhibit A –** Construction Phase Services
- ☐ ______________________

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal Grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL "Disclosure of Lobby Activities", in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

Signed: ______________________________ Date: ______________________
Sponsor's Authorized Representative

Title: ______________________________

SAM SYSTEM FOR AWARD MANAGEMENT

A NEW WAY TO SIGN IN - If you already have a SAM account, use your **SAM email** for login.gov. Log In

Login.gov FAQs

ALERT: June 11, 2018: Entities registering in SAM must submit a notarized letter appointing their authorized Entity Administrator. Read our updated FAQs to learn more about changes to the notarized letter review process and other system improvements.

ALERT: SAM.gov will be down for scheduled maintenance Saturday, 06/15/2019, from 8:00 AM to 1:00 PM (EDT).

ALERT: CAGE is currently experiencing a high volume of registrations, and is working them in the order in which they are received. When your registration is assigned to a CAGE Technician, you will be contacted by CAGE, if necessary, for any additional information.

Entity Dashboard

- Entity Overview
- Entity Registration
  - Core Data
  - Assertions
  - Reps & Certs
  - POCs
- Exclusions
  - Active Exclusions
  - Inactive Exclusions
  - Excluded Family Members

RETURN TO SEARCH

J-U-B ENGINEERS, INC.
DUNS: 078408341 CAGE Code: 0KJY0
Status: Active
Expiration Date: 03/12/2020
Purpose of Registration: All Awards

250 S Beechwood Dr Ste 201
Boise, ID, 83709-0944 ,
UNITED STATES

Entity Overview

Entity Registration Summary

Name: J-U-B ENGINEERS, INC.
Doing Business As: J-U-B
Business Type: Business or Organization
Last Updated By: Wendy Givens
Registration Status: Active
Activation Date: 03/13/2019
Expiration Date: 03/12/2020

Exclusion Summary

Active Exclusion Records? No

GSA

IBM-P-20190315-1318
WWW3

Search Records | Disclaimers | FAPIIS.gov
Data Access | Accessibility | GSA.gov/IAE
Check Status | Privacy Policy | GSA.gov
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Help

J-U-B ENGINEERS, INC.

J-U-B ENGINEERS, Inc.
AGREEMENT FOR PROFESSIONAL SERVICES

Attachment 1 – Scope of Services, Basis of Fee, and Schedule

PROJECT NAME: Construct Hangar Taxilanes & Hold Apron (Design Only)
AIRPORT NAME: Ontario Municipal Airport
CLIENT: City of Ontario, Oregon
A.I.P. NUMBER: 3-41-0044-015-2019
J-U-B PROJECT NUMBER: 10-19-036
CLIENT PROJECT NUMBER:

ATTACHMENT TO:

☒ **AGREEMENT DATED: ______________________; or**
☐ **AUTHORIZATION FOR ADDITIONAL SERVICES #X; DATED:**

The referenced Agreement for Professional Services executed between J-U-B ENGINEERS, Inc. (J-U-B) and the CLIENT is amended and supplemented to include the following provisions regarding the Basis of Fee, and/or Schedule:

PART 1 - PROJECT UNDERSTANDING

FAA AIP 3-41-0044-015-2019 includes the Project Formulation, Design, and Project Closeout Engineering Services for the following work:

- Construct Hangar Taxilanes on the east side of the airport directly north of the closed crosswind runway. Taxilanes will be approximately 850 feet long by 25 feet wide.
- Construct Runway 33 Hold Apron on the east side of Parallel Taxiway A.

A detailed Scope of Services is provided in Attachment 1A – Detailed Scope of Work.

PART 2 - BASIS OF FEE

A. **CLIENT shall pay J-U-B for the identified Services in PART 1 as follows:**

1. **Preliminary and Final Design Phase.** The CLIENT shall compensate J-U-B on the basis of a lump sum amount of Ninety-Three Thousand One Hundred Twelve Dollars and Zero Cents ($93,112.00). See Attachment 1B for a detailed cost breakdown.

PART 3 - SCHEDULE OF SERVICES

J-U-B will perform all services according to the following schedule and detailed in Attachment 1 – Scope of Work, Basis of Fee and Schedule:

June 1, 2019 to March 15, 2020

This schedule shall be equitably adjusted as the PROJECT progresses, allowing for changes in scope, character or size of the PROJECT requested by the CLIENT or for delays or other causes beyond J-U-B's control.

This Agreement shall be in effect from June 1, 2019 to March 15, 2020. In the event the services described shall not be completed during the term of this Agreement the Agreement shall be amended.

Exhibit(s):

- Attachment 1A **-** Detailed Scope of Services
- Attachment 1B- Fee Breakdown

For internal J-U-B use only:

PROJECT LOCATION (STATE): Oregon
TYPE OF WORK: Federal
GROUP: Airport
PROJECT DESCRIPTION(S)**:**

A. Airport (A05)

B. Choose an item.

J-U-B ENGINEERS, INC.

J-U-B ENGINEERS, Inc.
FAA AGREEMENT FOR PROFESSIONAL SERVICES

Attachment 1A – Scope of Services

CLIENT: City of Ontario, Oregon

PROJECT: Construct Hangar Taxilanes & Hold Apron (Design-Only)

A.I.P. # 3-41-0044-015-2019

For the purposes of this attachment, 'FAA Agreement for Professional Services' and 'the Agreement' shall refer to the document entitled 'FAA Agreement for Professional Services,' executed between J-U-B and CLIENT to which this exhibit and any other exhibits have been attached.

PROJECT DESCRIPTION
FAA AIP 3-41-0044-015-2019 includes the Project Formulation, Design, and Project Closeout Engineering Services for the following items:

- Construct Hangar Taxilanes on the east side of the airport directly north of the closed crosswind runway. Taxilanes will be approximately 850 feet long by 25 feet wide.
- Construct Runway 33 Hold Apron on the east side of Parallel Taxiway A.

Bidding and Construction Services will be completed under a separate agreement.

SCOPE OF SERVICES

J-U-B's Services under this Agreement are limited to the following:

A. Project Formulation Phase:

1. Conduct a Pre-design meeting with the CLIENT and FAA at the Airport. The meeting will be held to determine the planning and study issues that need to be addressed during the design of the project. The FAA Predesign Conference Checklist will be the guide for project discussions. Minutes of the Predesign meeting will be compiled and forwarded to the FAA and CLIENT.
2. Assist the CLIENT with Project Scope development and formulation. J-U-B will prepare a 'Scope of Services' narrative and detailed description of all work tasks for CLIENT and FAA review and approval. Discuss review comments and revise accordingly.
3. Prepare an Agreement for Professional Services for submittal and review by the CLIENT and FAA, including the FAA Professional Service Agreement Checklist. The Agreement shall be a comprehensive description of services and responsibilities of all contract parties.
4. Assist CLIENT with preparation and submittal of a FAA Grant Application for Federal Assistance for the project, including estimated project costs, drawings, and a schedule for FAA submittal prior to beginning of the project.
5. Assist CLIENT in the submittal of FAA Sponsor Certifications. These include the "Selection of Consultants," "Project Plans and Specifications," "Drug Free Workplace," "Equipment/Construction Contracts," "Disclosure Regarding Potential Conflicts," and "Construction Project Final Acceptance."
6. Prepare and submit four (4) FAA Quarterly Performance Reports, the Fiscal Year End Financial FAA 271, and 425 forms throughout the project.
7. Attend eight (8) meetings with the Airport Advisory Board during the project in order to keep Airport personnel and management abreast of progress. Discussions will include project phasing, budget and schedule updates.
8. Assist CLIENT in preparation and processing of monthly Request for Reimbursement (RFR) by submitting data as described. It is anticipated that the CLIENT will prepare and process six (6) monthly sets of RFR 'packages' for this project. J-U-B will provide documentation of costs for the CLIENT's use in performing the Request for Reimbursements, including consultant invoices, reimbursement spreadsheet, and Standard Form 271.

B. Preliminary Design Phase:

1. Investigate the proposed job site at the Airport. Allow civil design personnel to become familiar with the proposed job site. Take photographs, perform a visual survey of the pavement areas, and otherwise document findings of visit.

2. Administer Surveying Subconsultant contract and coordinate delivery of work product. Provide quality control review of work products. This will include one (1) on-site meeting with Surveying Subconsultant to review project location and safety. The general scope of the surveying work will be the following:

   The primary area to be surveyed is the proposed taxilane hangar development area. The survey area shall include an area 600-ft by 415-ft. The area shall be surveyed on 50-ft by 50-ft grid. All topographical features within all of these areas shall be surveyed, including, but not limited to: grade breaks, pavement markings, tie-downs, building corners, fence, drainage structures (invert elevations, pipes sizes, & rim elevations), pavement markings, utility markers, edge of pavements, and lighting and electrical components. The total of all primary areas is approximately 27,200 square yards.

   The secondary area to be surveyed is the proposed hold apron area. The survey area shall include an area 430-ft by 320-ft. The area shall be surveyed on 50-ft by 50-ft grid. All topographical features within all of these areas shall be surveyed, including, but not limited to: grade breaks, pavement markings, tie-downs, building corners, fence, drainage structures (invert elevations, pipes sizes, & rim elevations), pavement markings, utility markers, edge of pavements, and lighting and electrical components. The total of all secondary areas is approximately 15,600 square yards.

   Existing control monuments shall be used for the survey control and will need to be tied together to check for accuracy. The survey will have to be coordinated with the Airport Manager for airport access and optimum time to minimize disruption to air traffic. The airfield pavements and runway will be open to aircraft, surveyors will have to monitor the local frequency and move off the runway and out of safety areas for aircraft. The survey shall be conducted in accordance to FAA AC 150/5370-2G safety guidelines. Vertical datum should be in accordance to NAVD 88, and horizontal datum should be in accordance to NAD 83. Vertical tolerances shall be +0.02-feet for paved surfaces and +0.05-feet for unpaved surfaces. Horizontal tolerances shall be +0.03-feet.

   The collected data shall be provided on a compact disk to the Engineer with the following information: point number, description, northing, easting, and elevation along with paper copies of any pertinent field notes. No map or drawing will be required.

   This line item shall include the coordination and contracting with Subconsultant. The Subconsultant fees shall be addressed in the Expenses-Subconsultant Section.

3. Administer design Geotechnical Subconsultant contract and coordinate delivery of work product. Provide quality control review of work products. This will include one (1) on-site meeting with Geotechnical Subconsultant to review project location and safety. The geotechnical laboratory work will be performed utilizing the services of a Subconsultant. The general scope of the geotechnical work will be the following:

   Administer two (2) test pits. One test pit shall be located in the vicinity of the proposed Runway 33 Hold Apron and one test pit shall be located in the center of the proposed Hangar Taxilane development area. Test pits shall be dug to 6-ft or refusal.

   The geotechnical engineer shall immediately backfill and compact all test pits. Data shall be collected on the soil type, soil depths, and categorized according to the Unified Soil Classification System (USCS) including Moisture Content, Atterberg Limits, and Grain Size Distribution. Ground water depth shall be recorded if encountered. One California Bearing Ratio (CBR) test shall be performed on each of the test pit samples at a depth of 24-inches, which is the anticipated depth of subgrade.

   The geotechnical engineer shall coordinate with the Engineer to determine exact test pit locations. The geotechnical work shall be conducted in accordance to FAA AC 150/5370-2G safety guidelines. The geotechnical engineer shall be responsible for a utility locate prior to work. The geotechnical firm will need to coordinate with the Airport Manager and the Engineer personel for work time and date.

   The geotechnical firm shall submit 3 copies of the final geotechnical report, including all required information as mentioned above to the Engineer within three weeks upon finishing field work. The firm shall submit a draft copy for review prior to finalizing the report and its findings.

   This line item shall include the coordination and contracting with Subconsultant. The Subconsultant fees shall be addressed in the Expenses-Subconsultant Section.

4. Define critical aircraft for the pavement design of the project and develop pavement design section. Pavement design criteria shall be in accordance with the FAA Advisory Circular (AC) 150/5320-6E. This will include calculating and reporting the Airport Pavement Strength- PCN.

5. Review existing storm water drainage within the project boundary and evaluate drainage patterns and systems. J-U-B shall conduct a required analysis for the design of drainage improvements associated with the project in accordance with the FAA AC 150/5320-5D, Surface Drainage Design. Any necessary drainage improvements will be sized to accommodate local drainage standards.
6. Pursue confirmation from FAA Environmental Manager by email to confirm that the project will require a categorically exclusion pursuant to FAA Order 1050.1E, Paragraph 310(e). Prepare a NW Mountain Region Categorical Exclusion Form and a detailed project area map for delineation of planned scope of work. Environmental work beyond the scope described will be considered as additional work.
7. Assemble base data and base maps from the design survey for the project work area.
8. Prepare preliminary Design Plans (75% complete) for review and discussion with the CLIENT and FAA. It is anticipated that the project design will require eighteen (18) plan sheets including:

   Sheet 1 – Cover
   Sheet 2 – Construction Layout Plan
   Sheet 3 – Operation & Safety Plan- Phase 1
   Sheet 4 – Demolition Plan – Hangar Taxilanes
   Sheet 5 – Demolition Plan – Hold Apron
   Sheet 6 – Grading & Drainage Plan - Hangar Taxilanes
   Sheet 7 – Grading & Drainage Plan – Hold Apron
   Sheet 8 – Plan & Profile Hangar Taxilanes – 1 of 3
   Sheet 9 – Plan & Profile Hangar Taxilanes – 2 of 3
   Sheet 10 – Plan & Profile Hangar Taxilanes – 3 of 3
   Sheet 11 – Plan & Profile Hold Apron
   Sheet 12 – Pavement Marking Plan - Hangar Taxilanes
   Sheet 13 – Pavement Marking Plan – Hold Apron
   Sheet 14 - Typical Sections
   Sheet 15 – Civil Details
   Sheet 16 – Electrical Demolition Plan- Hold Apron
   Sheet 17 – Electrical Plan- Hold Apron
   Sheet 18 – Electrical Details

9. Prepare preliminary Construction Contract Documents and Technical Specifications based on latest version of FAA AC 150/5370-10 "Standards for Specifying Construction on Airports," including the current Regional Notice published by the FAA Airports Districts Office.
10. Prepare an Engineer's Opinion of Probable Construction Cost based on construction cost estimates, phasing into workable portions for constructability, budget, and construction schedule and advise the CLIENT as to budget status.
11. Prepare a preliminary Construction Safety and Phasing Plan according to AC 150/5370-2G for evaluation by the CLIENT, Airport, FBO, and airport users and agencies. An electronic copy will be submitted to the FAA Airport District Office for coordination, review, and approval with other FAA lines of business using the airspace process.
12. Prepare the preliminary Engineer's Design Report in conformance with FAA guidelines. The report shall include a Summary of the Project and its specific design issues, Project Schedule, reference to the Construction Safety and Phasing Plan, Modification of Standards, Design Analysis, Pavement Analysis, Geotechnical Investigation Report, and Construction Cost Estimate and Schedule.
13. Conduct in-house quality control/quality assurance review of preliminary design documents.
14. Participate in a preliminary design review meeting with the CLIENT. Anticipate one (1) review meeting with the CLIENT at the Airport and attended by the Project Manager and Airport Engineer. Review design philosophy, preliminary design drawings, design analysis and project schedules with the CLIENT.
15. Prepare and submit four (4) FAA Form 7460 to airspace the project construction equipment and new airfield pavements for both project locations.
16. Submit preliminary documents to FAA (1 copy) and the CLIENT (2 copies) for approval.

C. <u>Final Design Phase:</u>

1. Finalize bidding contract documents and technical specifications based on Peer, CLIENT, and FAA Reviews.
2. Finalize design plans, details, and sections based on Peer, CLIENT, and FAA Reviews.

3. Prepare Final Construction Safety and Phasing Plan (CSPP) to accommodate varying work components that need to meet prescribed schedules.
4. Complete final quantity calculations and prepare Engineer's Opinion of Probable Construction Cost.
5. Prepare Final Design Report based on Peer, CLIENT, and FAA Reviews.
6. Submit final documents to FAA (1 copy) and the CLIENT (2 copies) for approval.

D. Project Close Out Phase:

1. Prepare the final project report and close-out documents according to FAA requirements and submit to the CLIENT and FAA.
2. Report Disadvantaged Business Enterprise (DBE) project participation to FAA dbE-Connect, including all calculations and background information for review and approval.
3. Assist and coordinate with independent auditors in locating appropriate documents for performing A-133 annual audit. In addition to finding appropriate project files, answer questions as required.
4. Provide assistance to the CLIENT in assessing, costing, and updating the five-year Capital Improvement Plan for submittal to State Division of Aeronautics.

Exceptions:

No SMS Plan
No AGIS Survey
No DBE Plan or Goal

ATTACHMENT 1B

PROJECT TITLE:	**FY 2019 Onatrio Municipal Airport Project AIP 3-41-0044-015-2019**
CLIENT:	**City of Ontario, Oregon**
JOB NUMBER:	**10-19-036**
DATE:	**May 5, 2019**

J-U-B ENGINEERS FEE ESTIMATE (DESIGN)

TASK NO	PROJECT TASK	Principal $198.00	Project Manager $160.00	Enviro Specialist $132.00	Aviation Engineer $128.00	Designer $114.00	EIT $90.00	Survey PLS $158.00	2-Person Survey Crew $155.00	Admin Assistant $58.00	Trips	TOTAL HRS	TASK DIRECT COSTS	
A. Project Formulation Phase														
1	Conduct Pre-Design Meeting	0	4	0	1	0	0	0	0	0	1	5	$768.00	$10,310.00
2	Project Scope Development & Formulation	1	4	0	1	0	0	1	0	0		7	$1,124.00	
3	Prepare Professional Service Agreement	1	2	0	0	0	0	0	0	2		5	$634.00	
4	Prepare FAA Grant Application	0	2	0	4	1	0	0	0	2		9	$1,062.00	
5	Prepare FAA Sponsor Certifications	0	0	0	4	0	0	0	0	2		6	$628.00	
6	Prepare Quarterly Performance Reports	0	2	0	4	0	0	0	0	0		6	$832.00	
7	Attend Advisory Board Meetings	0	24	0	0	0	0	0	0	0	8	24	$3,840.00	
8	Prepare Request for Reimbursements	0	3	0	6	0	0	0	0	3		12	$1,422.00	
B. Preliminary Design Phase														
1	Perform Site Walk Through	0	5	0	5	5	0	0	0	0	1	16	$2,010.00	$38,360.00
2	Coordinate with Surveying Subcontractor	0	4	0	0	0	0	0	0	1	1	6	$698.00	
3	Coordinate with Geotechnical Subcontractor	0	4	0	0	0	0	0	0	1	1	6	$698.00	
4	Airfield Pavement Design	0	2	0	4	0	0	0	0	0		6	$832.00	
5	Surface Stormwater Design	0	2	0	6	2	0	0	0	0		10	$1,316.00	
6	Prepare Environmental Documentation	0	2	2	0	0	0	0	0	0		4	$584.00	
7	Assemble Base Map	0	0	0	2	4	0	0	0	0		6	$712.00	
8	Prepare Preliminary Design Plans	0	18	0	36	36	72	0	0	0		162	$18,072.00	
9	Prepare Preliminary Contract Docs & Specs	0	8	0	16	0	0	0	0	6		30	$3,676.00	
10	Prepare Preliminary Cost Estimate	0	2	0	4	0	0	0	0	0		6	$832.00	
11	Prepare Preliminary CSPP	0	2	0	6	6	2	0	0	2		18	$2,068.00	
12	Prepare Preliminary Engineers Design Report	0	4	0	8	2	2	0	0	2		18	$2,188.00	
13	Conduct In-House QC Review	10	0	0	0	0	0	0	0	0		10	$1,980.00	
14	Conduct Preliminary Design Review Meeting	0	4	0	4	0	0	0	0	0	1	8	$1,152.00	
14	Prepare and Submit 7460's (4)	0	4	0	4	0	0	0	0	0		8	$1,152.00	
15	Submit Preliminary Documents	0	1	0	0	1	0	0	0	2		4	$390.00	
C. Final Design Phase														
1	Finalize Contract Docs & Specs	0	4	0	10	0	0	0	0	4		18	$2,152.00	$8,016.00
2	Finalize Construction Plans	0	5	0	9	9	9	0	0	0		32	$3,788.00	
3	Prepare Final CSPP	0	2	0	2	0	0	0	0	2		6	$692.00	
4	Complete Final Engineer's Estimate	0	1	0	2	0	0	0	0	0		3	$416.00	
5	Prepare Final Engineers Design Report	0	2	0	2	0	0	0	0	2		6	$692.00	
6	Submit Final Plans and Specs	0	1	0	0	0	0	0	0	2		3	$276.00	

ATTACHMENT 1B

PROJECT TITLE:	**FY 2019 Onatrio Municipal Airport Project AIP 3-41-0044-015-2019**
CLIENT:	**City of Ontario, Oregon**
JOB NUMBER:	**10-19-036**
DATE:	**May 5, 2019**

J-U-B ENGINEERS FEE ESTIMATE (DESIGN)

TASK NO	PROJECT TASK	Principal $198.00	Project Manager $160.00	Enviro Specialist $132.00	Aviation Engineer $128.00	Designer $114.00	EIT $90.00	Survey PLS $158.00	2-Person Survey Crew $155.00	Admin Assistant $58.00	Trips	TOTAL HRS	TASK DIRECT COSTS	
D. Project Close Out Phase														
1	Prepare Final Project Report	0	2	0	4	0	5	0	0	5		16	$1,572.00	$4,632.00
2	Report DBE Participation	0	2	0	4	0	0	0	0	2		8	$948.00	
3	Assist with A-133 Audit	0	4	0	0	0	0	0	0	6		10	$988.00	
4	Assist with 5-yr CIP Development	0	4	0	2	2	0	0	0	0	1	8	$1,124.00	

ATTACHMENT 1B

PROJECT TITLE:	**FY 2019 Onatrio Municipal Airport Project AIP 3-41-0044-015-2019**												
CLIENT:	**City of Ontario, Oregon**												
JOB NUMBER:	**10-19-036**												
DATE:	**May 5, 2019**							**J-U-B ENGINEERS FEE ESTIMATE (DESIGN)**					
TASK NO	**PROJECT TASK**	**Principal** $198.00	**Project Manager** $160.00	**Enviro Specialist** $132.00	**Aviation Engineer** $128.00	**Designer** $114.00	**EIT** $90.00	**Survey PLS** $158.00	**2-Person Survey Crew** $155.00	**Admin Assistant** $58.00	**Trips**	**TOTAL HRS**	**TASK DIRECT COSTS**
LABOR:													
	Labor + Direct Overhead Subtotal	12	130	2	150	68	90	1	0	46	14	502	$61,318.00
	Fixed Fee										15.0%		$9,197.70
	Total Labor + Overhead + Fixed Fee												$70,515.70
EXPENSES:		Cost Per Unit	Air Trips		Ground Trips	Days	Hours	Trip Miles		Markup			
	Mileage	$0.545			14			124		1.0			$946.12
	Per Diem	$0.00				0				1.0			$0.00
	GPS Survey Unit	$0.00					0			1.0			$0.00
	Printing	$500.00								1.0			$500.00
SUBCONSULTANTS:													
1	Surveying Subconsultant (CK3 LLC)							$10,400					$10,400.00
2	Geotechnical Subconsultant (Allwest)							$10,750					$10,750.00
3								$0					$0.00
		Subtotal - Labor + Overhead + Fixed Fee											$70,515.70
		Subtotal - Expenses											$1,446.12
		Subtotal - Subconsultants											$21,150.00
		Total - Project Design Fees											**$93,112.00**

AGENDA REPORT
NEW BUSINESS
June 18, 2019

TO: Mayor and City Council

FROM: Adam J. Brown, City Manager

THROUGH: Adam J. Brown, City Manager

SUBJECT: AGREEMENT WITH TVCC FOR MAINTENANCE OF THE TREASURE VALLEY CONNECTOR TRAIL

DATE: June 14, 2019

PROPOSED MOTION:

I MOVE THE CITY COUNCIL APPROVE THE EASEMENT AND MAINTENANCE AGREEMENT FOR THE TREASURE VALLEY CONNECTOR TRAIL.

SUMMARY:

The City of Ontario has worked collaboratively with Treasure Valley Community College on the Treasure Valley Connector Trail. The City and the College have worked out an agreement on the easement and maintenance of the trail and easement.

BACKGROUND:

The City applied for a grant from the Oregon Parks and Recreation Department through their Recreation Trail Program (RTP) Grant on June 14, 2019. A maintenance agreement for the future trail must be approved to strengthen the application.

CURRENT SITUATION:

The division of responsibilities will be as follows:

The College will:

- Grant the City with a 20 foot easement on the center line of the trail path that crosses the College's greenbelt; and
- The College will maintain the five feet of grass on both sides of the 10-foot trail.

The City will:

- Paint a center stripe on the trail;

- Provide three garbage receptacles and pet waste stations along the trail;
- Place speed controls at the 11th Street crossing; and
- Will put curbs and gutters along the roadway on Park Boulevard.

ANALYSIS:

A. **FINANCIAL** The College is granting the right of way free of charge and as part of the trail, the City will add curbs and gutter to Park Boulevard. There will not be any exchange of funds between the two entities. Staff has budgeted approximately $1,000 in maintenance costs for the first year.

B. **TIMING** The grant submission deadline was June 15, 2019, however, the Oregon Parks and Recreation staff have consented to adding the signed maintenance agreement once approved. The technical review period begins on June 17, 2019, so approving this on the 18th by both the City and the College is imperative.

C. **POLICY/LEGAL** The agreement has been reviewed by the City's Attorney and the College's Attorney. The governing body's of each governmental entity must approve the agreement.

ALTERNATIVES:

Take No Action: The application will have a glaring weakness without an easement and maintenance agreement.

RECOMMENDATION:

Staff recommends approval of the Grant of Easement and Maintenance Agreement.

ATTACHMENTS:

1. DOC_CC_Easement Maintenance Agreement_6 14 2019
2. TVCC Path Easement Exhibit A

After recording return to:

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

GRANT OF EASEMENT AND
MAINTENANCE AGREEMENT

This Grant of Easement and Maintenance Agreement is entered into this ____ day of June, 2019 by and between Treasure Valley Community College (hereinafter "TVCC") and the City of Ontario, Oregon (Hereinafter the "City").

WHEREAS, the City intends to create a trail through parts of the City of Ontario; and

WHEREAS, THE City has identified a portion of land to be used for the trail that currently belongs to TVCC; and

WHEREAS, TVCC desires to participate in the enhancement of the City by granting a trail easement on the terms and conditions set forth herein.

1. EASEMENT GRANT

TVCC hereby grants to the City a permanent trail easement (the "Easement") to use a strip of land as described in Exhibit "A" attached hereto. The purpose of the Easement is to provide free public access for a walking and/or bicycle trail ("the Trail") for use by pedestrians or bicyclists. All provisions of this instrument, including the benefits and burdens, are binding on and inure to the heirs, successors, assigns and transferees of each party.

2. MAINTENANCE AND REPAIRS

a. The Easement will be twenty (20) feet in width. Of that width, the City will pave and maintain the middle ten-foot section with asphalt or Flexi Pave so that the surface is suitable for use by pedestrians and bicyclists.

b. TVCC will maintain the surface of the two adjoining five-foot sections with grass or another surface that is suitable for use by pedestrians.

c. Neither party shall be required to remove snow or ice from the Trail.

d. The City will place a painted strip down the center of the paved portion of the Trail, along with signs that indicate lanes of travel.

e. The City will put 3 garbage receptacles and 3 pet waste stations along the Trail.

f. The City will place speed controls at the Trail's SW 11th Street crossing as set forth in Exhibit "B" attached hereto. The speed controls may include speed bumps and or signs lowering the speed limit.

g. Where the Trail parallels South Park Boulevard, the City will put curbs and gutters along the roadway.

3. INDEMNIFICATION

a. The City will defend, indemnify and hold harmless TVCC against any and all claims, liability, loss, damage or expense arising out of the City's use of the easement rights granted hereunder and caused by the negligent acts or omissions of the City or its employees; provided, however, the foregoing obligation shall not apply to claims caused by the negligence or willful act or omission of the owner of TVCC, its licensees, concessionaires, agents, servants, or employees, or the agents, servants, or employees of any licensee or concessionaire thereof.

b. TVCC will defend, indemnify and hold harmless the City against any and all claims, liability, loss, damage or expense arising out of the TVCC's use of the easement rights granted hereunder and caused by the negligent acts or omissions of TVCC or its employees; provided, however, the foregoing obligation shall not apply to claims caused by the negligence or willful act or omission of the owner of the City, its licensees, concessionaires, agents, servants, or employees, or the agents, servants, or employees of any licensee or concessionaire thereof.

4. INSURANCE

Both parties are governmental agencies with insurance through PACE. Each party agrees to maintain their respective policies.

5. NO THIRD PARTY RIGHTS.

It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the TVCC and the City, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other third party on such Agreement. It is the express intention of the parties that any person other than the City and the TVCC receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

6. ENTIRE AGREEMENT.

This Agreement contains the sole and entire agreement between the parties regarding the subject matter hereof, and supersedes any and all prior agreements between the parties. The parties acknowledge and agree that neither of them has made any representations with respect to the subject matter of this Agreement, or any representation inducing the execution and delivery hereof, except such representations as are specifically set forth herein, and each of the parties hereto acknowledges that it has relied on its own judgment in entering into the same.

Treasure Valley Community College

By: ________________________________ ________________________________
Date

STATE OF OREGON)
) ss.
County of Malheur)

Personally appeared the above named __________________ as _____________________ of Treasure Valley Community College, and acknowledged the foregoing instrument to be ______ voluntary act and deed before me this _______ day of ______________________, 2019.

____
NOTARY PUBLIC FOR OREGON
My Commission Expires: _______________

City of Ontario

By: ________________________________ ________________________________
Riley J. Hill, Mayor Date

Attest:

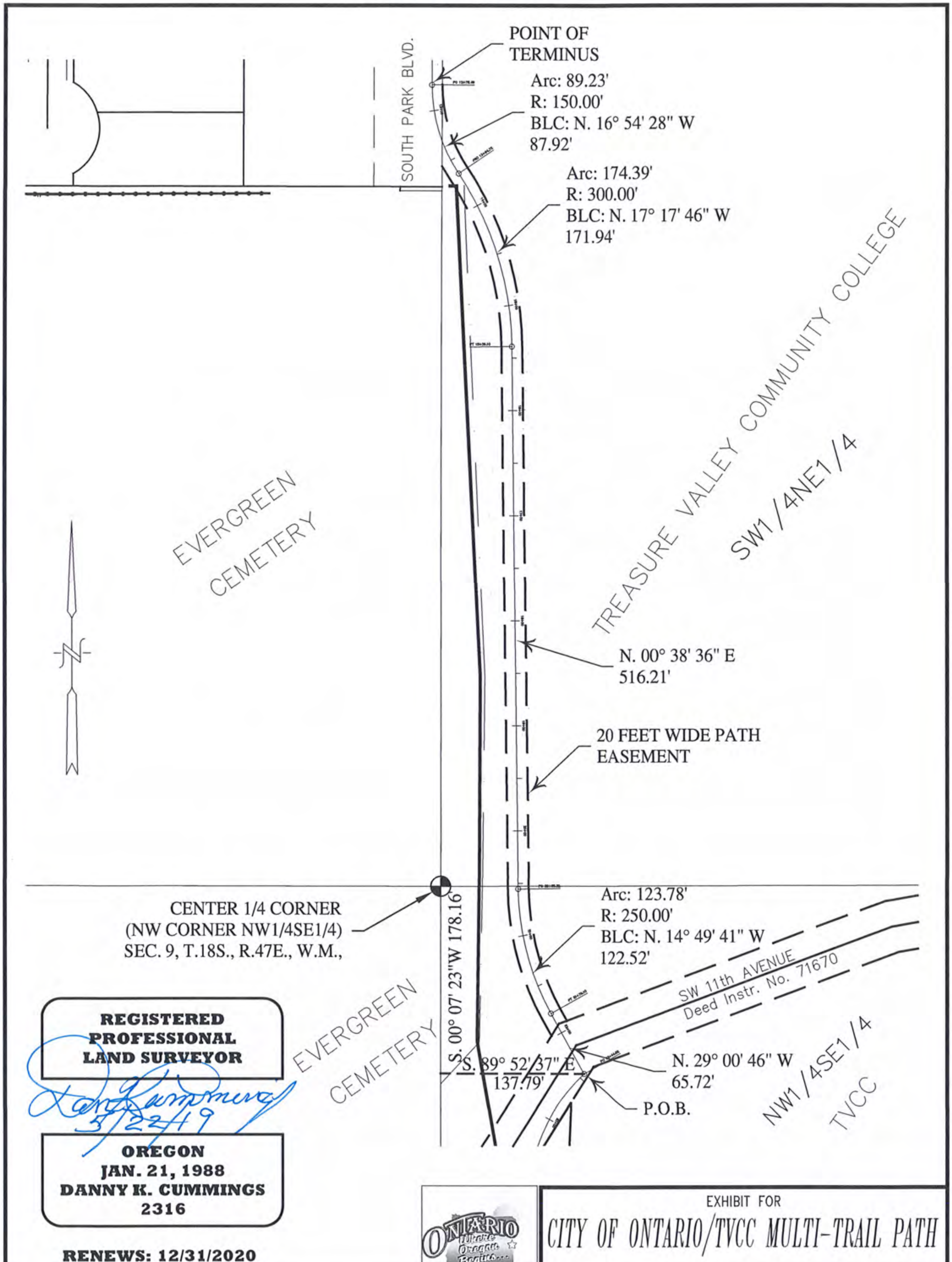
____
Tori Barnett, MMC, City Recorder

STATE OF OREGON)
) ss.
County of Malheur)

Personally appeared the above named Riley J. Hill as Mayor of the City of Ontario, Oregon, and acknowledged the foregoing instrument to be his voluntary act and deed before me this _______ day of ______________________, 2019.

____
NOTARY PUBLIC FOR OREGON
My Commission Expires: _______________

EASEMENT EXHIBIT "A"



AGENDA REPORT
NEW BUSINESS
June 18, 2019

TO: Mayor and City Council

FROM: Adam J. Brown, City Manager

THROUGH: Adam J. Brown, City Manager

SUBJECT: AGREEMENT WITH THE RECREATION DISTRICT FOR RECREATION ASSETS

DATE: June 14, 2019

PROPOSED MOTION:

I MOVE THE CITY COUNCIL APPROVE THE INTERGOVERNMENTAL AGREEMENT REGARDING CERTAIN RECREATION STRUCTURES IN LIONS PARK.

SUMMARY:

The Ontario Recreation District began existence officially on January 1, 2019. The city agreed to assist the District by continuing operations through the end of June 30, 2019. The City Attorney has prepared an Intergovernmental Agreement to allow the Recreation District to assume responsibility and begin the takeover of assets from the city.

BACKGROUND:

The City Council consented to run the Recreation Department through the end of Fiscal Year 2019. A supplemental budget was passed on April 16, 2019, to budget the revenues needed to fund it through the end of the year. We expect to be within the budget approved by Council.

CURRENT SITUATION:

The City Attorney has drafted an Intergovernmental Agreement to transfer the assets requested by the Ontario Recreation District. The Agreement assumes that the Recreation District will take over the management of the Lion's Park structures which include the Ontario Aquatic Center, Ontario Splash Park, Wayne King Skate Park, Tennis Courts, and Recreation Office.

The property will remain in the city's name until the state grant for the Ontario Splash Park Improvements and closing of the grant are complete. That completion will trigger the deeding over of the real and personal property.

The Agreement includes a reversionary clause that the assets are returned to the city if the property ceases to be used for the purpose of public recreation. The Agreement becomes effective July 1, 2019, whereupon the city shall assign to the Recreation District, and the Recreation District shall assume, all of the city's contracts for the provision of all city Recreation Department programs.

ANALYSIS:

A. **FINANCIAL** The city will not have any more financial obligation for recreation programming or facility costs with the approval of this Agreement.

B. **TIMING** The city initiated work on this Agreement in April. The Agreement needs to be complete prior to the end of June for a seamless transition.

C. **POLICY/LEGAL** This Agreement covers the property at Lion's Park.The city is clearing up the title to Alameda Park and intends to deed that directly to the Recreation District once the title is cleared.

ALTERNATIVES:

Take No Action: The city will still be obligated for the property referred to in the Agreement; however, there is not an operating budget for the facilities. The Recreation District will not have any facilities.

RECOMMENDATION:

Staff recommends approval of the Intergovernmental Agreement regarding certain recreation structures in Lion's Park between the City of Ontario and the Ontario Recreation District.

ATTACHMENTS:

1. AGMT_City_Recreation District_6 14 2019

INTERGOVERNMENTAL AGREEMENT
REGARDING CERTAIN RECREATION STRUCTURES IN LIONS PARK

THIS AGREEMENT, effective the _____ day of June, 2019, is by and between the CITY OF ONTARIO, a municipal corporation organized under the laws of the State of Oregon, hereinafter referred to as the "City"; and the ONTARIO RECREATION DISTRICT, a park and recreation district organized under ORS Chapter 266, hereinafter referred to as the "Recreation District".

RECITALS

WHEREAS, the City holds legal title to a municipal park in the City known as Lions Park, in which is located certain buildings and structures referred to hereinafter as the Lions Park Structures; and

WHEREAS, the Lions Park Structures subject to this Agreement consist the following structures: 1) Aquatic Center and Recreation Department Office; 2) Splash Park; 3) Skate Park; and 4) Tennis Courts, as described on Exhibit "1" and marked on the diagram shown in Exhibit "2" attached hereto; and

WHEREAS, the Aquatic Center houses an indoor swimming pool which, because of a lack of funds, is in a state of disrepair and has been closed to the public for several years, as well as an office which until recently was used by the City as the headquarters for the City's Recreation Department; and

WHEREAS**,** because of a lack of funds to continue the City's Recreation Department, the City Council made the decision to terminate funding for the City's Recreation Department after June 30, 2019; and

WHEREAS, in November, 2018, the voters of the Ontario School District 8C approved the formation of, and a tax base for, the Recreation District for the purpose of operating and maintaining a recreation program to replace the programs provided through the City's Recreation Department; and

WHEREAS, the City Council of the City of Ontario finds that the Lions Park Structures will no longer be needed for a public use by the City after June 30, 2019, as long as the Recreation District assumes responsibility for the operation of the Lions Park Structures and the recreation programs previously provided by the Ontario Recreation Department; and

WHEREAS, the City also owns a motor vehicle and trailer which have been used exclusively by the Recreation Department, which are not no longer needed for a public use by the City, and which the City Council desires to donate to the Recreation District; and

WHEREAS, the Recreation District is ready, willing and able to take over the responsibility for the operation and maintenance of the Lions Park Structures after June 30, 2019, subject to the conditions set forth in this Agreement; and

WHEREAS, ORS 190.010 authorizes the City and the Recreation District to enter into an intergovernmental agreement for the purposes set forth herein.

AGREEMENT

SECTION 1. TRUTH OF RECITALS.

The foregoing Recitals are true and correct and are incorporated by reference.

SECTION 2. ASSUMPTION OF MANAGEMENT OF LIONS PARK STRUCTURES.

Effective July 1, 2019, the Recreation District shall assume all responsibility for the management and maintenance of the Lions Park Structures, subject to the terms and conditions of this Agreement.

SECTION 3. CONSTRUCTION OF SPLASH PARK IMPROVEMENTS.

The Splash Park opened on May 30, 2019. The City is currently administering a grant from the State of Oregon Parks and Recreation Department dedicated to paying for the materials, equipment and labor to construct certain public improvements to the Splash Park (the "Splash Park Improvements"), including the installation of restrooms to serve the Splash Park and Skate Park. The City will continue to use the grant funds for that purpose until the Splash Park Improvements are completed sometime after June 30, 2019. After June 30, 2019, The City will continue to be responsible for all grant administration, public contracting and construction activities in connection with of the Splash Park Improvements until they are completed and the grant is closed, subject to the condition that all construction activities are able to be completed at no cost to the City.

SECTION 4. DEED TO REAL PROPERTY WITH LIONS PARK STRUCTURES.

Upon the completion of the Splash Park Improvements and the closing of the grant referred to in Section 3, the City will convey to the Recreation District by deed the real property on which all Lions Park Structures are located, including the Splash Park Improvements, subject to a reversionary interest in the City if the real property ceases to be used for the purpose of public recreation.

SECTION 5. IMPROVEMENTS TO AQUATIC CENTER.

The Recreation District's long term goal is to obtain funding to reopen the Aquatic Center for public use. Until that time, the Recreation District shall continue to maintain the Aquatic Center in its present condition without providing access to the public to the portion of the building that houses the indoor pool. Until the real property on which the Aquatic Center is formally conveyed to the Recreation District by deed under Section 4, the City will reasonably cooperate with the Recreation District in submitting any grant applications and other funding applications on which the City's signature is required, as long as the City is not obligated to make any future financial commitments to the Aquatic Center in connection with any funding requests.

SECTION 6. DONATION OF MOTOR VEHICLE AND TRAILER

The City hereby donates to the Recreation District, and the Recreation District accepts, the 1993 Ford Explorer and 2017 Continental Cargo Utility Trailer previously used by the Recreation Department. The City has provided the Recreation District with all documents necessary to transfer those titles to the Recreation District.

SECTION 7. HOLD HARMLESS.

Each party shall indemnify and hold the other harmless for any claims brought against the other party for the performance of, or the failure to perform, any activities undertaken by each party pursuant to this Agreement, to the extent of the limits of the Oregon Tort Claims Act.

SECTION 8. ASSIGNMENT OF CONTRACTS.

Effective July 1, 2019, the City shall assign to the Recreation District, and the Recreation District shall assume, all of the City's contracts for the provision of services in connection with all City Recreation Department programs.

SECTION 9. NO THIRD PARTY RIGHTS.

It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the City and the Recreation District, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other third party on such Agreement. It is the express intention of the parties that any person other than the City and the Recreation District receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

SECTION 10. ENTIRE AGREEMENT.

This Agreement contains the sole and entire agreement between the parties regarding the subject matter hereof, and supersedes any and all prior agreements between the parties. The parties acknowledge and agree that neither of them has made any representations with respect to the subject matter of this Agreement, or any representation inducing the execution and delivery hereof, except such representations as are specifically set forth herein, and each of the parties hereto acknowledges that it has relied on its own judgment in entering into the same.

IN WITNESS WHEREOF the parties have executed this lease in duplicate originals to be effective on the date set forth at the beginning of this Agreement.

CITY OF ONTARIO	ONTARIO RECREATION DISTRICT
By:	By:
______________________________	______________________________
Riley J. Hill, Mayor	Mary Jo Evers, Board Chair

Attest:

____

Tori Barnett, MMC, City Recorder

Exhibit "1"

Land in the City of Ontario, Malheur County Oregon in the SW1/4SE1/4 of Section 4, Township 18 South, Range 47 East, of the Willamette Meridian, within Blocks 297 and 298 and portions of Vacated Street and Alley rights of ways vacated under Ordinance number 752 in Wilson's Supplemental Plat to the City of Ontario according to the Official Plat thereof more Particularly described as follows:

Beginning at the SE corner of said Block 298;
thence N. 76° 55' 30" W. coincident with the south boundary of said Block 298, 377.00 feet;
thence N. 13° 04' 49" E., parallel with the east boundary of said Block 298, 84.00 feet;
thence N. 76° 55' 30" W., parallel with said south boundary, 40.00 feet;
thence N. 13° 04' 49" E., parallel with said east boundary, 50.00 feet;
thence S. 76° 55' 30" E., parallel with said south boundary, 42.00 feet;
thence N. 71° 14' 00" E., 34.51 feet;
thence S. 76° 55' 30" E., parallel with said south boundary, 59.60 feet;
thence N. 13° 04' 49" E., 177.99 feet, more or less, to a point on the extended south boundary of said Block 297;
thence S. 76° 54' 42" E., coincident with said south boundary of Block 297, 166.02 feet;
thence N. 13° 04' 23" E., 50.00 feet to the NW corner of Lot 19 of said Block 297;
thence S. 76° 54' 52" E., coincident with the north boundary of said Lot 19, 120.07 feet, more or less, to the NE corner of said Lot 19;
thence SW coincident with the east boundary of said Blocks 297 and 298 to the **Point of Beginning.**

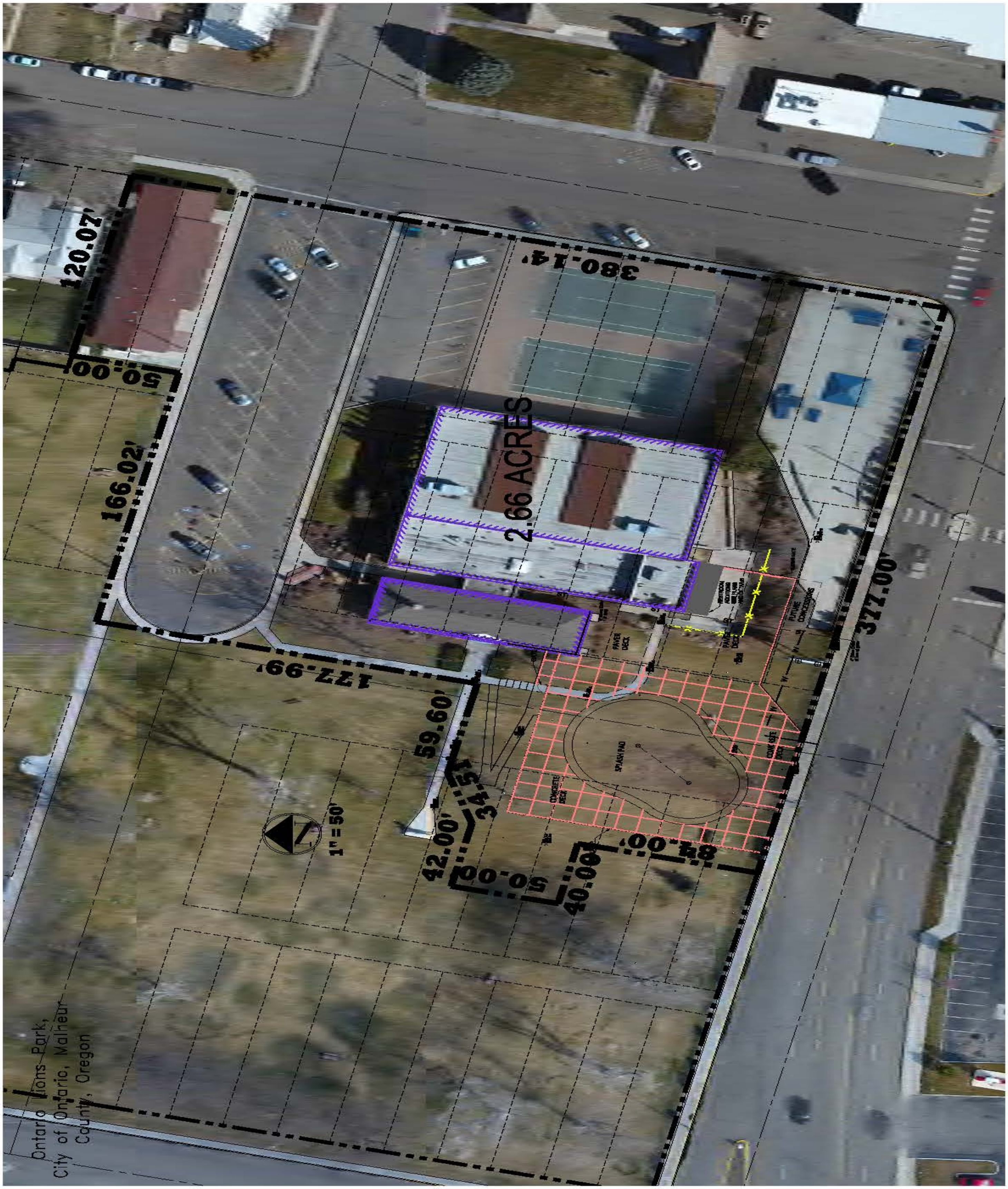
Containing 2.66 Acres, more or less.

The Basis of Bearings and distance for this description are based on the record of survey filed under County Survey Number 18-47-0878 filed in the office of the Malheur County Surveyor.

-End of Description-

Exhibit “2”

ONTARIO RECREATION DISTRICT AREA



AGENDA REPORT
DISCUSSION ITEMS
June 18, 2019

TO: Mayor and City Council

FROM: Adam J. Brown, City Manager

THROUGH: Adam J. Brown, City Manager

SUBJECT: AMENDING OF MARIJUANA ORDINANCE

DATE: June 6, 2019

PROPOSED MOTION:

I MOVE THE CITY COUNCIL DIRECT STAFF TO GO THROUGH THE PROCESS TO CORRECT THE MARIJUANA ORDINANCE.

SUMMARY:

An error was discovered in the marijuana ordinance regarding a buffer around the Education Service District (ESD). A more recent interpretation suggests that the buffer around the ESD does not meet the definition of schools as defined by the state.

BACKGROUND:

Multiple land deals were attempted to lock up area on the west side of town with the knowledge that the ordinance called for a buffer around the Malheur Education Service District (ESD).

The ESD was approached by a speculator wishing to tie up land for a dispensary. During that meeting the dispensary's lawyers questioned the legitimacy of the buffer surrounding the ESD to the ESD staff. The ESD mentioned to the city that the speculator had questioned the legitimacy of the buffer. Not out of request, but out of interest, city staff conferred with the City Attorney. Discussions between the attorney and staff speculated that they may be correct in that interpretation.

On April 30, 2019, the city received an application from Smokey Joe's LLC (a different business owner than the one who had spoken to the ESD) for a dispensary in Canyon Village. The application was accompanied by a letter from the applicant's attorney taking a position that the buffer was not valid. City staff asked for a written opinion from the City Attorney as to whether the buffer was valid or invalid. The City Attorney offered an opinion in agreement with the applicant.

CURRENT SITUATION:

The issue was discussed on June 6, 2019, but staff did not yet have a full understanding of what would be required to correct the mistake. No action was taken by the City Council. Knowing that there is more than likely an error in the City Code it seems appropriate that the city should correct the error at some point, which could be a cumbersome and timely process.

ANALYSIS:

A. **FINANCIAL** There is a cost to making this correction in both real dollars and in staff time. At the time it was discussed it at the Council Work Session, staff was not fully ready to discuss the cost. There would be $2,000 in advertisement and mailing costs associated with changing the ordinance through the land use process. Additionally, it would require the time and cost of the City Attorney.

B. **TIMING** There is no timing issue with correction. An application has been filed that challenges the ordinance. Our interpretation is that the application is valid so it will likely be approved. We do however knowingly have an ordinance that is incorrect. The process to fix it is at least 90 days.

C. **POLICY/LEGAL** Amending the marijuana ordinaince would require the city to go through the land use change process which would go through the Department of Land, Conservation, and Development (DLCD). This is a lengthy process that begins with the state review and an open comment period. Then it goes to the Planning Commission for approval and then to the City Council.

ALTERNATIVES:

Take No Action: If we take no action, that outcome will likely be the same as if we take action. It is our understanding that correcting the ordinance does not open up any additional opportunities for marijuana retail facilities.

RECOMMENDATION:

Staff recommends we initiate the process of correcting the ordinance.

ATTACHMENTS:

None

JACOBS
1551 NW 9TH STREET
ONTARIO, OREGON 97914

PUBLIC WORKS COMMITTEE MEETING MINUTES

Monday, April 15, 2019, 10:00 a.m. MT
** Public Works Headquarters **

Meeting called to order at 10:00 a.m. by Bernie Babcock, Public Works Committee Chairman.

Committee members present included Mr. Bernie Babcock, Mr. Scott Wilson, and Mr. Pat Woodcock (Tuttle and Fox – excused).

Others present included Betsy Roberts, Suzanne Mulvany and Casey Mordhorst.

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

RESOLUTION, ACTION &/OR MOTION:

The motion was made by Mr. Wilson seconded by Mr. Woodcock to adopt the previous meeting minutes dated March 12, 2019: Motion passed unanimously.

SURPLUS PROPERTY – MALHEUR FARM

SUMMARY:

The City has been approached by Kenneth Rule to purchase a portion of land that he currently has an easement on from the City of Ontario for the drain fields for his homes on Tax lot 300 on Assessor's map 17S4732BB. The existing easement is on file, and the area that Mr. Rule is proposing to purchase is pictured below.

The city no longer uses this portion of the farm to apply the waste water effluent application as all the effluent is now pumped up to the city farm known as the 'Skyline Farm" and the area in question no longer is required to have a buffer area as this farm is now irrigated from water out of the Malheur River water rights.

Since the City property is part of the lands that once was used for applying the effluent from the City waste water treatment plant and part of the City Public Works system, staff is presenting this action to the Public Works Committee for a recommendation for approval of having the land deemed surplus and selling the property to Mr. & Mrs. Rule as the only adjacent owner of the lands that has any benefit and need for the property.

GENERAL DISCUSSION:

BR – What prompted this is that Mr. Rule would like to build another garage however, he doesn't meet the setback requirements of 15 feet.
SW – Because it's a setback issue has he contacted the county planning and zoning about a variance?
BR – He has, and they will not go that route.
CM – At this point with the City allowing the easement for the drain field the property is useless to the City and can't do anything with it. And if we ever did have to apply effluent down there they would most likely adjust the pivot stop to give that "x" amount of buffer zone or overspray.
PW – Can we reserve that right to be able to shoot on to that?
BR – We haven't been able to put treated effluent there for a long time.
CM – Unless Skyline went completely away we can't provide enough effluent to use it on the lower farm. We struggle to provide enough for the upper farm. And the water rights on the lower farm are some of the oldest on the Malheur River so there's no worry on losing water right there.
BB – Don't have the legal background but, one concern is that the State of Oregon has surplus property rules so when you declare something "surplus" there's a process you must follow. Since this is property that is owned by the City of

Ontario upon which time if it were declared surplus then it's essentially owned by the taxpayers of the City of Ontario; and so whatever that process is, I support this action but want to make sure the City follows the appropriate process. Just not sure how surplus property rules apply to municipalities.
PW – Agreed, and make sure the City maintains an easement for potential future overspray.

KEN RULE PROPERTY
CITY OF ONTARIO / NORTH OREGON PROPERTIES, LLC
Tax Lot 300 Map [illegible]
within NW1/4NW1/4 Section [illegible]
Township 17 S., Range 47 E., W.M.,
Malheur County, Oregon

RESOLUTION, ACTION &/OR MOTION:

The motion was made by Mr. Wilson seconded by Mr. Woodcock that the Public Works Committee supports the proposed sale of land known as the Malheur River Farm (Rule Farm) through proper surplus property sale procedures, and that the City retain an easement for current and future overspray: Mr. Bernie Babcock – Yes; Mr. Scott Wilson – Yes; Mr. Pat Woodcock – Yes: Motion Passed 3-0-2 (Tuttle, Fox-excused).

ADJOURN

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

APPROVED:

Signature *Date* 5/14/19

(Bernie Babcock, Chairman / Scott Wilson, Vice-Chairman)

PUBLIC WORKS COMMITTEE MEETING MINUTES

Tuesday, May 14, 2019, 3:00 p.m. MT
** Public Works Headquarters **

Meeting called to order at 3:05 p.m. by Bernie Babcock, Public Works Committee Chairman.

Committee members present included Mr. Bernie Babcock, Mr. Pat Woodcock, and Mr. Jackson Fox (Wilson & Tuttle – excused).

Others present included Cliff Leeper, Betsy Roberts, Suzanne Mulvany and Adam Brown.

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

RESOLUTION, ACTION &/OR MOTION:

The motion was made by Mr. Fox seconded by Mr. Woodcock to adopt the previous meeting minutes dated April 15, 2019: Motion passed unanimously.

NEW NPDES IN EFFECT

GENERAL DISCUSSION:

CL – Received new NPDES permit after the comment period.

- On the new permit now.
- No radical changes from what was previously discussed.
- Currently sending all waste up to the farms.
- At the end of October, we will be sending it back to the river.
- *Overview: The NPDES Permit is set up as a 3, 5-year periods = 15-year permit*
  - ✓ *1st five years – Studying and understanding inflow / infiltration*
  - ✓ *2nd five years - Potential of how do we solve the problem*
  - ✓ *3rd five years – Construction and how do we get down to the arsenic limit.*

PW – Comment made about the State of Idaho had raised their concerns about phosphorous.

CL – No action taken.

The biggest concern is arsenic at 2.1 micrograms per litter, and that is after the 15-year period. There are a whole series of other items also: Testing, a new diffuser in the river, Ph, mercury minimization plan, I-n-I (inflow/infiltration), sources for arsenic within the system, etc.

The first thing we intend to do is apply for a variance. As the drinking water limit is 10 mg/liter; they want our effluent on the WWTP to be 5 times cleaner than the drinking water standard.

BB – What is the arsenic level in the river?

CL – The background arsenic is 4.0 to 6.0 mg/liter; the sample analysis taken last month at the effluent is 5.6 mg/liter.

JF – So you're expected to clean it more than naturally occurs? Yes.

– We don't have a direct discharger of any kind of arsenic waste into our system so in the water we are treating all the arsenic is naturally occurring.

– Does your water treatment plant have any arsenic treatment? No.

BR- But it does fall out with standard filtration. In our water treatment plant, we drop it from 4.5 to 1.

– We don't have a specific process to drop the arsenic out.

BR- But it is reduced.

– There is some real infiltration of arsenic into the system. One of the goals of the next five years is to figure out where the infiltration is coming from.

- We know where we have I-n-I in the system because of our camera studies throughout the whole collection system, and we have taken samples upstream and downstream from those I-n-I areas. We will have a hitlist of those areas that

we know have I-n-I and those will be the first collection areas that we will slip line and run HDPD down and try and clean up. Hopefully that will address some of the issues as to where this arsenic is coming from.
- We are the first treatment plant in the state to have this low of arsenic limit.
- Why are we special?
- It probably had to do with the timing of our permit.

- Adam and Betsy and I flew to Portland and met with the head of Oregon DEQ a representative from the EPA and the governor's office and had a discussion related to this issue. We have some time to figure out what we are going to do but the bottom line is it will be expensive if we have to meet that limit. We have some ballpark numbers but at this point in time they are pure guesses.

2019 CIP BUDGET STATUS

GENERAL DISCUSSION:

BR – Adam my understanding is that it goes in front of council on Tuesday next week. It went through all the budget committee three days in a row. They filed through everything. They pulled some things off, so they recommended it go in front of the council, and they may take the recommendation or make some changes. That will happen on Tuesday.

- What I would like to see is once the budget is approved, that we could be presented with what is happening this year and roll it into the spreadsheet, so we have a document for discussion for the next CIP process.

BR- Suzanne let's put that on the agenda for next month.

- During the last work session I gave a quarterly report; as part of the report I listed comments or issues that the public works committee had related to the CIP budget and the presentation and the recommendations that you wanted to see based on their comments, so that was one venue for getting it in front of the council for them to understand what our issues were.

BR- I think the most pertinent one is we would like to have budget information ahead of time, what is sitting in the budget, what do we have to work with, etc.

- So many other comments had to do with the Oregon Street project and you wanted to make sure there is some way to make sure all the business owners were well aware of what was going to be happening prior to the resurfacing of that and that we explore funding options like grants.

PROJECT UPDATES

- **Ontario Tree Project –**
  - We are at a point where we are ready to put the cast iron rings that go around the tree in place. They will be here next week.
  - We missed the planting window, so we won't be able to plant the trees until the fall. We missed the planning window because the supplier of the rings was really, really late getting the rings to us
  - We ordered enough rings for next year's project so that we won't miss the planting window next time
- **Splash Park –**
  - Scheduled opening date is the 30th.
  - Walked through and looked at various things and our staff is doing landscaping around the splash park which is almost done. Waiting for some rock that we are putting in.
  - Some features in the splash pad not properly powder coated so those were sent back and should be coming back this week.
  - Some new features, a pergola, needs to be installed, haven't got it yet but it should get here next week.
  - Will try and put together a plan for staffing and operation
  - The recreation department will run this. Tuesday the plan will be finalized, but the original plan is that there will be a 2-dollar fee.
  - New restrooms were put in. Cameras are set up to address the issue of vandalism.

- Joint press release after the council gives their agreement
- We have a rough idea of what it is going to cost but Jacobs is putting together an estimate of what it will cost for the monthly maintenance.

➢ **Transportation System Plan Amendment –**
- Getting through the whole scope with ODOT
- Price has gone up on consultant side and we are at about 240 total
- ODOT came back, we had a match of 21 thousand, most of which is "In-Kind"
- Match has been kept at 21,900
- Still getting traffic analysis and public involvement that we need
- Think contract will be ready to be signed July 1 and will be off and running on that in 9 months to a year
- Contractor did RFP and put it out
- Traffic study likely to be done in the Fall

➢ **S. Oregon Project –**
- Working on putting out a letter to the property owners
- Decided to wait, given construction environment, will put out to bid after July 1
- At 90 percent design complete
- Recommend concrete and planters for Swales
- Projected completion, hopefully done by the end of the summer

➢ **TVCC Path –**
- Adam is going after a grant
- Working on phase one (there will be more parts), 99 percent done on the design
- Will go in front of council to get … prepare the legal description
- Almost all of it can be built within the existing ROW

➢ **SE 2nd Street –**
- Consultant, Anderson Perry, is continuing work to get to 100 percent of drawings
- Provided additional info on cost estimate, trying to get them to pull it down a little bit so we don't go over budget
- Anticipate work beginning in Fall
- Using fund exchange dollars
- Project completed approx. a year from the coming fall, September of 2020 or so, will be in Fiscal year of 2021
- Water and Sewer extension which had to be done separately, will go out for bid shortly before July 1, which is basically just a utility project that has to be done before road construction

➢ **Lions Shelter –**
- Insurance paid shelter
- Bid went out for concrete pad to go under it and didn't get any bidders
- Al is back talking to the individuals, trying to renegotiate and possibly shifting the timing
- Concrete pad needs to be ADA tied to the sidewalk and will be in a slightly new location
- Staff will put the shelter up and we will have the concrete done
- It will happen; should have more news next month

ADJOURN

The motion was made by Mr. Fox, seconded by Mr. Woodcock to Adjourn: Motion passed unanimously.

APPROVED:

______________________________ ____________

Signature *Date*

(Bernie Babcock, Chairman / Scott Wilson, Vice-Chairman)

Accounts Payable

Checks by Date - Summary by Check Date

User: kari.ott
Printed: 6/12/2019 3:29 PM

Check No	Vendor No	Vendor Name	Check Date	Check Amount
124622	&525	American Staffing, Inc.	05/03/2019	2,775.31
124623	033300	Argus Observer	05/03/2019	74.88
124624	130624	B & W Car Wash	05/03/2019	9.00
124625	660908	Safariland, LLC	05/03/2019	495.00
124626	21409	Big Sky Sportswear	05/03/2019	10.00
124627	626400	Campo & Poole Distributing, LLC	05/03/2019	3,784.35
124628	364000	Clarion Inn	05/03/2019	8.50
124629	879247	Day Wireless Systems	05/03/2019	470.00
124630	363999	Holcomb Construction, Inc.	05/03/2019	48,835.00
124631	376000	Idaho Power	05/03/2019	1,817.08
124632	879211	Imaging Center of Idaho	05/03/2019	220.00
124633	481000	Nampa Fire Department	05/03/2019	16,898.00
124634	602320	NAPA Auto Parts	05/03/2019	383.44
124635	879358	Nutrien Ag Solutions	05/03/2019	914.76
124636	572000	Ontario Sanitary Service, Inc.	05/03/2019	313.06
124637	642093	Red's Automotive Repair, Inc.	05/03/2019	188.10
124638	716553	Saint Luke's	05/03/2019	160.00
124639	879145	Silver Signet, LLC	05/03/2019	260.00
124640	&357	Larry A. Sullivan	05/03/2019	2,522.50
124641	&275	Sun Guard Window Tinting	05/03/2019	120.00
124642	878931	Tire Factory of Ontario	05/03/2019	788.00
124643	788402	TransUnion Risk & Alternative Data Soluti	05/03/2019	140.00
124644	863995	White Cloud Communications-Boise, Inc.	05/03/2019	457.50
124645	774001	Wtechlink	05/03/2019	300.00
124646	032000	Andrews Seed Co., Inc.	05/03/2019	5,000.00
124647	&260	Four Rivers Cultural Center	05/03/2019	15,295.41
124648	UB*11633	ELISEO LOZA MEJIA	05/03/2019	148.73
124649	539200	Ontario Area Chamber of Commerce	05/03/2019	11,354.35
124650	UB*11632	WAYNE & MARIAN ROBB	05/03/2019	25.93
124651	854205	Veteran Advocates of Ore-Ida	05/03/2019	100.00
			Total for 5/3/2019:	113,868.90
124652	BROCKDAL	DALLAS BROCKETT	05/07/2019	107.75
			Total for 5/7/2019:	107.75
124653	&525	American Staffing, Inc.	05/10/2019	2,631.01
124654	032180	Anytime Septic Service, LLC	05/10/2019	500.00
124655	037600	AT&T	05/10/2019	21.29
124656	879361	Belson Outdoors	05/10/2019	1,738.07
124657	130950	Cable One	05/10/2019	312.17
124658	637830	Century Link	05/10/2019	514.10
124659	520400	Dorman's, Inc.	05/10/2019	33.60
124660	634311	Frazier Aviation, LLC	05/10/2019	425.00
124661	440000	L.N. Curtis and Sons	05/10/2019	261.17
124662	436000	Lindsay Eco Water	05/10/2019	7.00

Check No	Vendor No	Vendor Name	Check Date	Check Amount
124663	441140	Looks Nu, Inc.	05/10/2019	50.00
124664	456402	Malheur County Clerk	05/10/2019	102.00
124665	457760	Malheur County Environmental Health	05/10/2019	137.00
124666	879301	Net Assets Corporation	05/10/2019	348.00
124667	500400	Norco, Inc.	05/10/2019	298.00
124668	879358	Nutrien Ag Solutions	05/10/2019	141.58
124669	702008	Staples Business Credit	05/10/2019	42.96
124670	879376	Vortex Optics	05/10/2019	779.99
124672	879151	Waste-Pro	05/10/2019	30.00
124673	863995	White Cloud Communications-Boise, Inc.	05/10/2019	510.00
124674	010500	Tori Barnett	05/10/2019	229.00
124675	879375	The Parents of Bristol Coley	05/10/2019	54.00
124676	879133	Community in Action	05/10/2019	26,228.00
124677	&260	Four Rivers Cultural Center	05/10/2019	853.84
124678	879318	Peter Hall	05/10/2019	55.88
124679	539200	Ontario Area Chamber of Commerce	05/10/2019	773.47
124680	21014	Snake River Economic Development Allian	05/10/2019	10,000.00
			Total for 5/10/2019:	47,077.13
124681	&525	American Staffing, Inc.	05/17/2019	2,518.36
124682	033300	Argus Observer	05/17/2019	112.24
124683	879374	Andrea Bonadiman	05/17/2019	766.66
124684	130950	Cable One	05/17/2019	63.75
124685	626400	Campo & Poole Distributing, LLC	05/17/2019	4,052.78
124686	144000	Cascade Natural Gas Corporation	05/17/2019	419.20
124687	637828	Century Link Communications, LLC	05/17/2019	115.45
124688	878915	CH2M Hill OMI	05/17/2019	432,089.97
124689	879340	Gray's West & Company	05/17/2019	1,600.00
124690	879211	Imaging Center of Idaho	05/17/2019	330.00
124691	879191	Kristy's Custom Sewing	05/17/2019	44.00
124692	879358	Nutrien Ag Solutions	05/17/2019	950.84
124693	516494	State of Oregon Department of Transportati	05/17/2019	1,561.47
124694	528405	Oster Professional Group, LLC	05/17/2019	23,812.00
124695	642093	Red's Automotive Repair, Inc.	05/17/2019	3,285.02
124696	879145	Silver Signet, LLC	05/17/2019	36.00
124697	702008	Staples Business Credit	05/17/2019	206.88
124698	738002	Symbol Arts, LLC	05/17/2019	250.00
124699	879146	Toshiba Financial Services	05/17/2019	1,889.39
124700	878957	Valli Information Systems, Inc.	05/17/2019	2,150.57
124701	21847	Vern's Custom Ranch Construction	05/17/2019	2,302.00
124702	879377	Weapon Systems Training Council, LLC	05/17/2019	990.00
124703	878992	Wolfcom Enterprises	05/17/2019	635.00
124704	879378	The Parents of Harper Carroll	05/17/2019	44.00
124705	UB*11635	CLASSIC PROPERTIES	05/17/2019	60.58
124706	879380	The Parents of Autumn Edwards	05/17/2019	44.00
124707	UB*11634	MINERVA & JOSE LOPEZ	05/17/2019	63.29
124708	832852	Wells Fargo Business Elite Card	05/17/2019	13,383.00
			Total for 5/17/2019:	493,776.45
124709	842030	Warrington Construction	05/22/2019	180,097.38
			Total for 5/22/2019:	180,097.38
124710	&525	American Staffing, Inc.	05/24/2019	2,151.93

Check No	Vendor No	Vendor Name	Check Date	Check Amount
124711	026100	AmeriTitle	05/24/2019	67.25
124712	879130	Ani-Care Animal Shelter, Inc.	05/24/2019	1,370.08
124713	144000	Cascade Natural Gas Corporation	05/24/2019	66.80
124714	183201	CK3, LLC	05/24/2019	4,752.50
124715	215300	DCS Technologies, LLC	05/24/2019	37.50
124716	879381	Dowdys Automotive Service Oregon, LLC	05/24/2019	758.43
124717	303800	Frank's Extinguisher Service	05/24/2019	225.00
124718	376000	Idaho Power	05/24/2019	629.67
124719	879211	Imaging Center of Idaho	05/24/2019	660.00
124720	610100	Malheur Memorial Health Clinic	05/24/2019	1,600.00
124721	583450	State of Oregon Dept of Corrections	05/24/2019	2,360.00
124722	642093	Red's Automotive Repair, Inc.	05/24/2019	330.39
124723	879145	Silver Signet, LLC	05/24/2019	33.60
124724	686822	Sprint	05/24/2019	52.26
124725	879138	Stantec Consulting Services, Inc.	05/24/2019	10,117.33
124726	879212	Uniforms 2 Gear	05/24/2019	1,009.66
124727	842030	Warrington Construction	05/24/2019	7,644.40
124728	UB*11637	MARIAH FULTS	05/24/2019	46.24
124729	UB*11636	MITCHEL HIRCHERT	05/24/2019	79.85
124730	113500	Allen Montgomery	05/24/2019	17.94
124731	879135	Jonathan Rico	05/24/2019	115.40
			Total for 5/24/2019:	34,126.23
ACH	PRAFLAC	AMERICAN FAMILY LIFE ASSURANCE	05/31/2019	774.22
ACH	PRAMERF	AMERICAN FUNDS GROUP	05/31/2019	400.00
ACH	PRCCIS	E B S TRUST	05/31/2019	65,619.83
ACH	PRFED	PAYROLL TAXES	05/31/2019	63,803.20
ACH	PRNATW	NATIONWIDE RETIREMENT SOLUTIO	05/31/2019	400.00
ACH	PRORJU	OREGON DEPARTMENT OF JUSTICE	05/31/2019	732.00
ACH	PRORTAX2	OREGON DEPARTMENT OF REVENUE	05/31/2019	254.89
ACH	PRORTAXE	OREGON DEPARTMENT OF REVENUE	05/31/2019	17,396.65
ACH	PROSGP	OREGON SAVINGS & GROWTH PLAN	05/31/2019	2,125.00
ACH	PRPERS	OREGON PERS	05/31/2019	78,471.23
124732	&525	American Staffing, Inc.	05/31/2019	475.58
124733	033300	Argus Observer	05/31/2019	616.40
124734	879374	Andrea Bonadiman	05/31/2019	1,310.16
124735	637830	Century Link	05/31/2019	714.27
124736	183201	CK3, LLC	05/31/2019	9,369.50
124737	364000	Clarion Inn	05/31/2019	85.00
124738	879247	Day Wireless Systems	05/31/2019	940.00
124739	333890	Graphix Wear	05/31/2019	1,750.00
124740	376000	Idaho Power	05/31/2019	4,152.51
124741	879191	Kristy's Custom Sewing	05/31/2019	15.00
124742	572000	Ontario Sanitary Service, Inc.	05/31/2019	313.06
124743	240100	State of Oregon Dept of Consumer & Busin	05/31/2019	2,177.73
124744	716553	Saint Luke's	05/31/2019	206.00
124745	879145	Silver Signet, LLC	05/31/2019	97.50
124746	879364	UltraPlay	05/31/2019	22,454.00
124747	288897	Verizon	05/31/2019	1,671.57
124748	&260	Four Rivers Cultural Center	05/31/2019	17,486.59
124749	879382	The Parents of Adessa Garcia	05/31/2019	52.00
124750	879383	The Parents of Rian Isaak	05/31/2019	44.00
124751	539200	Ontario Area Chamber of Commerce	05/31/2019	13,340.70
124752	UB*11639	BRENT ROWAN	05/31/2019	23.45
124753	UB*11638	BRETT SMITH	05/31/2019	70.10
124754	PRCOLONI	COLONIAL LIFE	05/31/2019	1,030.19

Check No	Vendor No	Vendor Name	Check Date	Check Amount
124755	PRICMA	I C M A RETIREMENT TRUST 457	05/31/2019	300.00
124756	PRLINC	LINCOLN NATIONAL LIFE INS CO	05/31/2019	350.00
124757	PRSFIRE	UMPQUA BANK	05/31/2019	360.00
			Total for 5/31/2019:	309,382.33
ACH	PRFED	PAYROLL TAXES	06/05/2019	212.36
ACH	PRORTAX2	OREGON DEPARTMENT OF REVENUE	06/05/2019	1.23
ACH	PRORTAXE	OREGON DEPARTMENT OF REVENUE	06/05/2019	35.32
ACH	PRPERS	OREGON PERS	06/05/2019	391.05
			Total for 6/5/2019:	639.96
124759	005800	Action Medical, Inc.	06/07/2019	157.70
124760	&525	American Staffing, Inc.	06/07/2019	435.96
124761	037600	AT&T	06/07/2019	21.29
124762	130624	B & W Car Wash	06/07/2019	15.00
124763	130950	Cable One	06/07/2019	312.17
124764	626400	Campo & Poole Distributing, LLC	06/07/2019	4,306.94
124765	637828	Century Link Communications, LLC	06/07/2019	99.02
124766	364000	Clarion Inn	06/07/2019	69.62
124767	520400	Dorman's, Inc.	06/07/2019	48.00
124768	634311	Frazier Aviation, LLC	06/07/2019	425.00
124769	333852	Graphic Impressions	06/07/2019	102.35
124770	879384	John Hammond	06/07/2019	3,200.00
124771	360015	Home Depot Credit Services	06/07/2019	42.36
124772	&263	Jay Hartley Excavation	06/07/2019	34,891.68
124773	440000	L.N. Curtis and Sons	06/07/2019	484.50
124774	428200	League of Oregon Cities	06/07/2019	20.00
124775	879328	Malheur County GIS	06/07/2019	80.00
124776	879301	Net Assets Corporation	06/07/2019	372.00
124777	583401	State of Oregon Department of Environmen	06/07/2019	100,469.00
124778	879166	Pitney Bowes Global Financial Services, Ll	06/07/2019	953.25
124779	642093	Red's Automotive Repair, Inc.	06/07/2019	1,168.95
124780	879145	Silver Signet, LLC	06/07/2019	71.00
124781	&357	Larry A. Sullivan	06/07/2019	3,050.00
124782	878931	Tire Factory of Ontario	06/07/2019	2,831.00
124783	788402	TransUnion Risk & Alternative Data Soluti	06/07/2019	140.25
124784	879379	Shalyn Unruh	06/07/2019	3,200.00
124785	862237	Western Systems	06/07/2019	69,111.60
124786	774001	Wtechlink	06/07/2019	300.00
124787	879389	The Parent of Mari Almaraz	06/07/2019	44.00
124788	UB*11643	DANIELLE BULLOCK	06/07/2019	9.00
124789	UB*11642	CHARLIE GILLESPIE	06/07/2019	114.98
124790	879386	Christine Hood	06/07/2019	50.00
124791	879387	Teresa Mairs	06/07/2019	383.33
124792	UB*11644	ASHLYN OLSEN	06/07/2019	68.65
124793	879385	Nelacey Porter	06/07/2019	50.00
124794	879388	Steven Romero	06/07/2019	190.00
124795	UB*11640	KASEY RUDDELL	06/07/2019	20.38
124796	UB*11641	COLE SAHLEEN	06/07/2019	67.03
124797	879263	Casey Walker	06/07/2019	125.00
			Total for 6/7/2019:	227,501.01
124798	130950	Cable One	06/11/2019	160.66

Check No	Vendor No	Vendor Name	Check Date	Check Amount
			Total for 6/11/2019:	160.66
			Report Total (189 checks):	1,406,737.80