

**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, DECEMBER 17, 2019, 6:00 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 December 13, 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: November 7, 2019

6) OLD BUSINESS

- A) License Agreement for Emergency Shelter between Community in Action, Origins Faith Community and the City of Ontario
- B) Ordinance #2767-2019: Amending Title 2, Chapter 5, Renaming "Park And Recreation Board" to "Parks Committee" and Amending the Rules for the Committee, on Second and Final Reading by Title Only
- C) Airport Sewer Extension - SW 33rd Street Sanitary Sewer Extension
- D) Authorization to Execute Intergovernmental Agreement (IGA) between City and Oregon Department of Transportation (ODOT) for Transportation System Plan Update
- E) SE 2nd Street Sanitary Sewer and Water Main Extension Project

7) NEW BUSINESS

- A) 2020 City Meetings Calendar
- B) Housing Incentive Program: Rywest Homes Application
- C) Hangar Lease Transfer: 374 Alpha (Travis Hart)
- D) Hangar Lease Transfer: 120 Juliet (Jack Walker)
- E) Hangar Lease Transfer: 215 Golf (Shawn Coleman)
- F) Lien Forgiveness
- G) Strategic Planning Update
- H) City of Ontario 2020 Sanitary Sewer Improvements
- I) Ordinance #2769-2019: Adopting Temporary Oregon Structural Specialty Code Provisions for the City of Ontario Building Regulations OMC 4-1-1 and Declaring an Emergency
- J) Energy Savings Performance Contract

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

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

8) HAND-OUTS

- A) Check Register November to December 12, 2019
- B) Minutes:
 - County Court ~ 12-04-2019
 - Public Works Committee ~ 11-12-2019

9) CORRESPONDENCE, COMMENTS AND EX-OFFICIO REPORTS

10) EXECUTIVE SESSION

- A) ORS 192.660(2)(i)

11) ADJOURN



CITY COUNCIL WORK SESSION MINUTES November 7, 2019

The scheduled Work Session of the Ontario City Council was called to order by Mayor Riley Hill at 6:00 p.m. on Thursday, November 7, 2019, in the Council Chambers of City Hall. Council members present were Riley Hill, Dan Capron, Michael Braden, Norm Crume, Freddy Rodriguez, Ramon Palomo, and Marty Justus.

Members of staff present were Adam Brown, Tori Barnett, Dan Cummings, Terry Leighton, Kari Ott, Larry Sullivan, Peter Hall, Cliff Leeper, Steven Romero, and Dan Beaubien.

Also present was County Court Judge Don Hodge, County Commissioner Larry Wilson, and Malheur County Planning and Zoning Administrator Eric Evans.

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 November 5, 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: Braden-yes; Justus-yes; Palomo-yes; Crume-yes; Rodriguez-yes; Capron-yes; Hill-yes. Motion carried 7/0/0.

PUBLIC COMMENT

Lori Davis, Huntington, stated: *I currently own Express Delivery Services, located here in Ontario. I opened about nine months ago. I have applied for a taxi license for Ontario. My reasoning for applying for that taxi license is to operate for Malheur County and Payette County. It is my understanding that there may be a denial tonight for that application, so I want to ask the Council that they consider approving that for many different reasons. I provide the community with a program called Free Anti-DUI Rides. Since I've been open, I have provided 400 of those rides. My commercial insurance has been cancelled because I do not have a taxi license. I need that taxi license and the credentials to continue doing what I do for my community. The Chief will be able to explain a little bit more, and maybe you can ask me some more questions later on. I have provided a packet. I'm not really sure, I guess, how this process works, but I've given you guys a copy of our city's application and the city ordinances. I have also given you a copy of the nearest town's application and their ordinances, as well, so that you can kind of see the differences. Our ordinances are very outdated. They're from 1998. So, I feel that we need to revise those ordinances. They need to be worked on. I understand that there are rules that we all need to follow by, but I also want to be here for my community. I do a lot for my community. I feel that there need to be more options than just one taxi service, and a lot of it comes out of my pocket, so I want to be able to apply for grants, and I can't do that unless I have the credentials of that license. Part of the taxi license is that you need to be able to pass a background check, and I'm going to be honest with you; I do have some things on my background, but they are very old. I've done a lot to make amends, and I've made a huge change in my life. A huge change. I have not been in any trouble for a really long time. I have a lot of reviews on my business page that can prove, and I have attached a couple of them in that packet that I've provided to each and every one of you, that can show you what I do for my community. So I'm here today just to explain that I'm not asking for anybody to change any rules for me, but I would like for you to*



consider. In our ordinances, it does not have a timeframe at all about any conditions at all. There is on one page, Uber is a big, huge company. They spell it out for you. It states right here for Uber: felony convictions cannot be within the last seven years. Our ordinance doesn't even give you a timeframe at all, at all, it doesn't even say that. So, honestly, I could get so many jobs right now, so many professional jobs. I could even become a police officer, my felony is so old, but I can't be a taxi cab driver. That's very strange to me. I've had to quit providing these services to my community because I don't have those credentials. So, I guess after you hear from the Chief, maybe if the Council can just reconsider and maybe think about that a little bit, and just go from there, that would be great. Thank you

Stephanie Dowell stated: *So I've provided you guys with what currently how Arrow Express talks to the community about being prosecuted for encroaching territory, but yet I can't even get an ABN on them from the State of Oregon. I can't find the VIN, I can't find their LLC, but they have an ABN out of Idaho. Seems kind of concerning to me how are they paying their employees without a VIN number. I feel that this town is growing and needs more options for a taxi service. It's really important. I am from Portland, and Uber was great going there, but sometimes Uber got really busy. It was good to have another backup option when you needed a ride. I believe this is a great asset to the community as we are growing, we're getting bigger. I used to live here about four years ago, and when I came back here in March, I saw how much the town has grown, and how many more jobs there are now, and this really is providing jobs, it's providing safe rides for everybody. I'm aware that Arrow Express does like to close down whenever they want and Express Delivery wants to be more open and providing jobs for people. They really need it in this town. That's all I've got; just my concerns. Really, this other taxi company, I feel they're very harassing, and after I did post this asking for their information, they deleted the post afterwards, so I feel like they know what they're doing, and here you have somebody that is trying to make a change in their life, trying to serve the community, get grants, and do good things for this community, and this is being denied, because they want to make a difference.*

SPECIAL ACTION – JOINT PUBLIC HEARING

Ordinance #2766-2019: Joint Public Hearing with Malheur County Court for an Ordinance Amending the City of Ontario Comprehensive Plan and Zoning Maps for Expanding the urban Growth Boundary to Change the Designation of Certain Land from County Exclusive Farm Use (C-A1) to Ontario Urban Growth Area (UGA); Rezoning said Certain Land to Urban Growth Area-Residential (UGA-R); and Declaring an Emergency

It being the date advertised for public hearing on the matter of Ordinance #2766-2019, the Hearing was declared open. There were no objections to the jurisdiction to hear the action, no abstentions, ex-parte contact, and no declarations of conflict of interest. Mayor Hill turned this portion of the action over to the County Court.

Judge Dan Joyce opened the hearing.

Eric Evans, Malheur County Planning and Zoning Administrator presented.

Mr. Evans stated read into the record:

Now is the time to hear the proposal to amend the Ontario Urban Growth Area/Boundary (UGA/UGB) to include property commonly identified as Map 18S47E06D TL 200 (0.94 acres) and correct the exclusion of said property from the URA when Ontario adopted the most current UGA/URA in 20Q7; and Re-zone property from C-A1/EFU to UGA-R. County Planning Department file 2019-09-00L. City's Planning Action #2019-08-57CPAMD.

Please sign in at the podium, fill out a testimony and question sheet if you have not done so already and when called to speak please state your name, address and title (if any) for the record.



1. *There is a general time limit for testimony of 5 minutes. The applicant's initial presentation will be 20 minutes; with a rebuttal of 10 minutes.*
2. *All testimony and questions shall be directed to or through the chair. Testimony and questions should not be directed to staff or directly to witnesses.*
3. *Do any members of the Ontario City Council or Malheur County Court need to abstain, disclose conflicts, disclose biases, or disclose any ex parte communications or site visits? If so, state the reason. None.*
4. *Does anyone object to any of the members of the Ontario City Council or Malheur County Court hearing this matter? No objections.*
5. *Does anyone challenge the Ontario City Council or Malheur County Court's jurisdiction to hear this matter? No challenges.*
6. *Land use statements for the record: Oregon land use law requires several items be read into the record at the beginning of this hearing. I will now read these items:*

The applicable substantive criteria upon which the application will be decided are found in Oregon State laws and rules as well as local code provisions, which are specifically set out in the Staff Report and include:

The Malheur County Code: MCC 6-10-7

*Joint Management Agreement between Ontario and Malheur County Ontario Municipal Code 108-20-30
Statewide Planning Goals 1, 2, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14.*

Testimony, arguments, and evidence presented must be directed toward these approval criteria or other criteria in state law, the Malheur County Comprehensive Plan, the Malheur County Code, or the Ontario Municipal Code that the speaker believes to apply to the decision.

The failure of anyone to raise an issue accompanied by statements or evidence sufficient to afford the decision makers and the parties the opportunity to respond to the issue will preclude appeal on that issue.

An issue that may be the basis of an appeal must be raised no later than the close of the record. Such issues must be raised and accompanied by statements or evidence sufficient to afford the decision makers and the parties an adequate opportunity to respond to each issue. Failure to raise an issue may preclude raising it before LUBA.

The failure of the applicant to raise constitutional or other issues relating to proposed conditions of approval with sufficient specificity to allow the decision makers to respond to the issue precludes an appeal or an action for damages to circuit court.

Mr. Evans presented a report to the County Court.

Summary and Background:

Proposal. A zone change is proposed for the Property as shown on Map 1 attached as Exhibit 1. The overall affect is to bring the Property into the Ontario URA/UGB and ultimately annex the Property into the City of Ontario in order to alleviate a public health risk created by a failing onsite wastewater treatment system on the Property. The owners of the Property intend to connect to Ontario's water and sewer system.



Use/Surrounding Uses. The subject property is 0.94 acres and since approximately 1960 has been used for a single family residential dwelling. The Property is completely surrounded by lands zoned UGA-R and industrial and is irrevocably committed to other uses.

Analysis for Compliance with State and Local Regulations. The requirements of statewide Goal 14 Urbanization are required to be addressed when amending an urban growth boundary. Oregon Administrative Rules Chapter 660 Division 24 contains the requirements for addressing Goal 14 and is addressed under Section IV. Because the Property proposed for inclusion in Ontario's UGB is currently zoned EFU, a *goal exception* to Statewide Goal 3 Agricultural Lands is sought under OAR 660-004-0028 as the property is irrevocably committed to other uses. A goal exception essentially justifies why the requirements of an applicable statewide goal should not apply to a particular use that cannot reasonably be accommodated in an area that does not require an exception.

Statewide land use goals and implementing OARs applicable to this request are addressed in Section IV.

The property will be rezoned from County Exclusive Farm Use (C-AI/EFU) to Ontario UGA Residential (UGA-R). It is further anticipated that the property will be annexed into the Ontario City limits.

In addition to the requirements under Oregon's statewide goals and administrative rules, Malheur County and the City of Ontario have criteria in their zoning ordinances that must be met in order for the proposal to be approved. County and City provisions are addressed in Section III. Because the plan amendment and zone change affect land within the County's jurisdiction and the City of Ontario, both the County and City governing bodies must approve the zone change and amendment to the UGA.

This request is being processed subject the procedures for a quasi-judicial land use hearing contained in Chapter 11 of the Malheur County Code, and the Urban Growth Area Joint Management Agreement between the City of Ontario and Malheur County.

Applicable City and County Criteria and Standards:

The applicable criteria can be found in Ontario Planning and Zoning Development Standards IOB-20-30: REQUIRED FINDINGS, DECISION CRITERIA:

The Zoning Map amendment is in conformance with statewide planning goals and guidelines.

Proposed Finding: Statewide land use goals and implementing OARs applicable to this request are addressed in Section IV.

The Zoning map amendment is in conformity with the acknowledged Comprehensive plan

Proposed Finding: The Malheur County Comprehensive Plan states, "The county will work with the cities of Ontario, Nyssa, and Vale in establishing and amending urban growth boundaries and joint management agreements." Malheur County and the City of Ontario have an ongoing relationship in order to jointly manage lands in the UGB, pursuant to the Ontario Joint Management Plan. Both Malheur County and the City of Ontario agree that the subject property was overlooked when the last URA amendment for the City occurred in 2007, and this process will rectify the error. Malheur County and the City of Ontario also agree that the subject property is irrevocably committed to other uses. Had the Property been included in the URA it would have been first priority for inclusion in the Ontario UGB.



The applicant has demonstrated a mistake or error in the original zone designation or the applicant has demonstrated a change in physical, social or market conditions generally affecting the area which make the proposed change appropriate.

Proposed Finding: Both Malheur County and the City of Ontario agree that the subject property was overlooked when the last URA amendment for the City occurred in 2007, and this process will rectify the error. Malheur County and the City of Ontario also agree that the subject property is irrevocably committed to other uses. Had the Property been included in the URA it would have been first priority for inclusion in the Ontario UGB.

A public need is demonstrated for this zoning at this location and is not the granting of special privilege for a single property or small group of properties.

Proposed Finding: The residence on the subject property has a failed onsite wastewater treatment system which in itself has a negative effect on the groundwater of the area. By adding the Property to the UGB and then annexing it into the City of Ontario, urban level facilities will be provided having a net positive affect on the groundwater in the area and alleviate a public health threat.

The property affected by the change is adequate in size and shape to facilitate its use and development as permitted under the new zoning classification.

Proposed Finding: The Property is 0.94 (-40,946 square feet) acres and has 150 feet of street frontage. The City of Ontario has established a minimum lot size of 5,000 square feet and each lot must have 50 feet of street frontage. The Property is more than adequate in size and shape to facilitate its use and development.

The property affected by the proposed change of zone is properly related to streets and public facilities and with services adequate to meet the demands of the uses allowed in the newzone.

Proposed Finding: The Property is located adjacent to SW 4th Avenue. There is both water and sewer available and is currently stubbed out to service the Property.

The proposed Zoning map change will not result in adverse effects upon surrounding properties or surrounding uses from dust, noise, vibration, odor, heat, glare, lighting, or discharges into the air, water or land.

Proposed Finding: This proposal will have no impact on any of the surrounding uses with respect to dust, noise, vibration, odor, heat, glare, lighting, or discharges into the air, water or land. The Property is already developed as a single-family dwelling and will continue to be zoned residential, this criterion is not applicable.

The applicable criteria can be found in Malheur County Code 6-10-7: COMPLIANCE WITH COMPREHENSIVE PLAN:

In considering an amendment to the text or the zoning maps, the planning commission and county court shall determine the following:



That the proposed change is consistent with the comprehensive plan.

Proposed Finding: The Malheur County Comprehensive Plan states, "The county will work with the cities of Ontario, Nyssa, and Vale in establishing and amending urban growth boundaries and joint management agreements." Malheur County and the City of Ontario have an ongoing relationship in order to jointly manage lands in the UGB, pursuant to the Ontario Joint Management Plan. Both Malheur County and the City of Ontario agree that the subject property was overlooked when the last URA amendment for the City occurred in 2007, and this process will rectify the error. Malheur County and the City of Ontario also agree that the subject property is irrevocably committed to other uses. Had the Property been included in the URA it would have been first priority for inclusion in the Ontario UGB.

That the level of development in other locations has reached the point whereby additional land is needed for the proposed use(s), and that the area of the proposed change can best meet such needs.

Proposed Finding: Because the Property is already developed as a single family dwelling and will continue to be zoned residential, this criterion is not applicable. This amendment will correct a mistake when the subject property was inadvertently left out of the last Ontario URA amendment in 2007. The proposed site is needed for residential development and is already developed for the proposed use. Including the Property within the Ontario UGA (and annexation) will allow urban facilities to the Property.

That adequate rural services are available and will not be overburdened.

Proposed Finding: The subject property will be zoned UGB and then annexed into the City of Ontario. Thereafter, the Property will connect to City water and sewer services. Urban services will be provided and will not be overburdened. Public facilities are stubbed to and extend beyond the Property. See Exhibit 2. This criterion is not directly applicable, as the proposal is to provide urban services to the site.

That amendments to the text or zoning map which significantly affect a transportation facility shall assure that allowed land uses are consistent with the function, capacity, and level of service of the facility identified in the transportation system plan. This shall be accomplished by one of the following:

- Limiting allowed land uses to be consistent with the planned function of the transportation facility;
- Amending the transportation system plan to ensure that existing, improved or new transportation facilities are adequate to support the proposed land uses consistent with the requirement of the transportation planning rule; or
- Altering land use designations, densities, or design requirements to reduce demand for automobile travel and meet travel needs through other modes.

A text or zoning map amendment significantly affects a transportation facility if it:

- Changes the functional classification of an existing or planned transportation facility;
- Changes standards implementing a functional classification system;
- Allows types or levels of land use that would result in levels of travel or access that are inconsistent with the functional classification of a transportation facility; or
- Would reduce the level of service of the facility below the minimum acceptable level identified in the transportation system plan. (Ord. 125, 6-20-2000)

Proposed Finding: The subject property is 0.94 acres and currently has a home which was constructed in 1960. No new development is proposed with this amendment. This proposal will not impact transportation facilities.



Applicable Statewide Planning Goals and Oregon Administrative Rules.

Goal 1 - Citizen Involvement:

Proposed Finding: This Goal is met through the required quasi-judicial process including public notice and public hearings. The process provides the opportunity for citizens to be involved by allowing them to comment and present testimony or evidence on the proposed amendment.

Goal 2- Land Use Planning: OAR 660-004-0028 Exception Requirements for Land Irrevocably Committed to Other Uses.

Proposed Finding: Goal 2 outlines the basic procedures of Oregon's statewide planning program. Goal 2 also requires consistency between comprehensive plans and implementing zones. In order to achieve consistency in this matter, an exception to Goal 3, under Goal 2 is required to justify why the proposed amendment into the UGB should be allowed on land zoned EFU. The property is deemed irrevocably committed to other uses as set in OAR 660-004-0028 (2):

Characteristic of the exception area: The property is 0.94 acres. It was inadvertently left out of the URA expansion when the last URA amendment was adopted by Malheur County and the City of Ontario in 2007. See Malheur County Ordinance Number 167 recorded with the Malheur County Clerk on October 25, 2017 as Instrument No. 2007-7974.

Characteristic of adjacent lands. The subject parcel is completely surrounded by Ontario-Industrial lands to the east and north, Ontario-URA-Industrial to the west, and Ontario-VGA-Residential to the south.

The relationship between the exception area and the lands adjacent to it. The exception area is a single small parcel which is not large enough to be farmed. The exception area is surrounded by urban zones. Adjacent properties are not farmed. The current owners of the Property do not own any adjacent property.

Other relevant factors in OAR 660-004-0028 (6). Currently, there are nearby public water and sewer facilities which can adequately supply urban levels of services to the Property. These public work facilities are underground and stubbed to the Property. The Property is small at 0.94 acres and impracticable to farm. The owners of the Property do not own adjacent property. Urban and industrial uses occur on adjacent property. Adjacent properties are not in farm use.

Goal 3 - Agricultural Lands:

Proposed Finding: Goal 3 is applicable because the Property is currently zoned C-AI/EFU. In order to add it to the UGB, an exception to this Goal is required. The requirements for justifying a goal exception are contained in Goal 2 Land Use Planning and in OAR 660-004-0028, which is addressed above. The Property is 0.94 acres and is too small to be farmed. The Property is completely surrounded by residential and industrial zones and is currently used as non-farm residential dwelling. The Property is irrevocably committed to other uses and farming the property is impracticable. The exclusive farm use designation should not apply to the Property.

Goal 5 - Natural Resources, Scenic and Historic Areas, and Open Spaces:

Proposed Finding: No identified natural resources have been identified on the subject property. The Property is too small to be farmed as a single unit and cannot be combined with other resource lands as the surrounding property is zoned residential or industrial. Farm use does not occur on adjacent properties.



Goal 6-Air, Land and Water Quality:

Proposed Finding: No negative impacts to air, land, water or other resources have been identified through this process. The residence on the subject property has a failed onsite wastewater treatment system which in itself has a negative effect on the groundwater of the area. By adding the Property to the UGB and then annexing it into the City of Ontario, urban level facilities will be provided having a net positive affect on the groundwater in the area.

Goal 7 - Areas Subject to Natural Hazards:

Proposed Finding: No known natural hazards have been identified on the Property. The subject property is outside the 100 and 500 year floodplains.

Goal 8 - Recreation:

Proposed Finding: No current recreational lands or properties are being affected by this UGB expansion. This goal is not applicable.

Goal 9 - Economic Development.

Proposed Finding: Goal 9 requires cities to provide an estimate of the approximate number, acreage and site characteristics needed to accommodate industrial and other employment uses to implement plan policies. This goal is not applicable as the property is to be zoned residential.

Goal 10 - Housing:

Proposed Finding: The City of Ontario requires 50 foot of street frontage for any residential development and at least 5000 square feet of area. The Property currently has a little over 150 feet of street frontage on 4th Avenue. Therefore, a maximum of three homes could be built once the Property is annexed into the City. This is highly unlikely considering the current home would have to be demolished to develop the Property to this potential. As a result, this UGB expansion will have no immediate effect on housing for Ontario. The overall development potential is a maximum of three residential dwellings (either single-family or duplex).

Goal 11 - Public Facilities and Services:

Proposed Findings: The subject property sites a single-family dwelling. Adequate public facilities and services are stubbed to the Property. The UGB expansion would not change public services provided by the City of Ontario.

Goal 12 - Transportation:

Proposed Finding: This action will not create additional average daily trips and will not trigger a traffic impact analysis under the Malheur County or City of Ontario Transportation System Plans. New access to the Property is not needed. The Property has a driveway access/frontage on 4th Avenue. A safe, convenient and economic transportation system consisting of developed and maintained county roads and city streets serve the Property.

Goal 13 - Energy:

Proposed Finding: Additional energy services are not expected with this expansion of the UGA. The use of Ontario public utilities on the Property will be more energy efficient.



Goal 14 - Urbanization:

Proposed Findings: The subject property currently contains a single-family dwelling, and the City has adequate public facilities and services to serve it. The Property is currently developed as a non-farm dwelling and is immediately surrounded by urban uses. This amendment is needed for an orderly and efficient transition from C-A1/EFU to VGA-residential and will provide for a more livable area in order to accommodate a failing wastewater system on the Property. This UGB expansion is not based on land need, but rather to correct an error when the Property was not included in the URA in 2007 and to solve an environmental health matter. The findings, exhibits, analysis, urbanization study and data supporting Malheur County Ordinance 167, which established the Ontario URA in 2007, is incorporated herein by reference. Ordinance No. 167 was recorded with the Malheur County Clerk on October 25, 2007, as Instrument #2007-7974.

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

Dan Cummings, Community Development Director, stated this piece of property should have never been left out of the first action. He recommended approval of the action.

Judge Joyce closed the County's portion of the Public Hearing. Mayor Hill closed the city's portion of the Public Hearing.

Commissioner Wilson moved, Judge Joyce seconded, **THAT THE COUNTY COURT ACCEPT AND APPROVE THE FINDINGS OF FACT AS SET FORTH IN THE COUNTY PLANNING ACTION 2019-09-001 AND CITY PLANNING ACTION 2019-08-57CPAMD AS SET FORTH IN THE STAFF REPORT.** Vote: Wilson-yes; Joyce-yes. Motion carried.

Commissioner Wilson moved, Judge Joyce seconded, **THAT THE REQUEST FOR AMENDING THE ONTARIO URBAN GROWTH AREA BOUNDARY TO INCLUDE PROPERTY COMMONLY IDENTIFIED AS MAP 18S47E06D TL 200, AND CORRECT THE EXCLUSION OF SAID PROPERTY FROM THE URA WHEN ONTARIO ADOPTED THE MOST CURRENT UGA/URA IN 2007; AND RE-ZONE PROPERTY FROM C-A1/EFU TO ONTARIO UGA-R, AS SET FORTH IN THE COUNTY PLANNING ACTION #2019-09-001, CITY PLANNING ACTION #2019-08-57CPAMD, BE BASED ON THE INFORMATION, FINDINGS, AND CONCLUSIONS SET FORTH IN THE STAFF REPORT.** Vote: Wilson-yes; Joyce-yes. Motion carried.

CRUME moved, CAPRON seconded, **THAT THE CITY COUNCIL ACCEPT THE RECOMMENDATION OF THE ONTARIO PLANNING COMMISSION AND THE MALHEUR COUNTY COURT AND APPROVE THE FINDINGS OF FACT AND APPROVE ORDINANCE #2766-2019, AN ORDINANCE AMENDING THE CITY OF ONTARIO COMPREHENSIVE PLAN AND ZONING MAPS BY EXPANDING THE URBAN GROWTH BOUNDARY TO CHANGE THE DESIGNATION OF CERTAIN LAND FROM COUNTY EXCLUSIVE FARM USE (C-A1) TO ONTARIO URBAN GROWTH AREA (UGA); REZONING SAID CERTAIN LAND TO URBAN GROWTH AREA-RESIDENTIAL (UGA-R); AND DECLARING AN EMERGENCY.** Roll call vote: Braden-yes; Justus-yes; Palomo-yes; Crume-yes; Rodriguez-yes; Capron-yes; Hill-yes. Motion carried 7/0/0.

CRUME moved, JUSTUS seconded, **THAT THE COUNCIL WAIVE THE SECOND READING OF ORDINANCE #2766-2019.** Roll call vote: Braden-yes; Justus-yes; Palomo-yes; Crume-yes; Rodriguez-yes; Capron-yes; Hill-yes. Motion carried 7/0/0.

The County Court and staff departed the meeting.

Councilor Rodriguez requested that Agenda item 9-B be moved to 6-A. Council consensus for the change.



Emergency Shelter Housing

Adam Brown, City Manager, stated staff had been contacted by Community in Action Director Barb Higinbotham, regarding some emergency shelter funding that was available. The state had given a verbal commitment of \$150K to Community in Action for emergency shelter housing. The city currently had a one meal a day site with a day shelter, who had acquired some funding to upgrade, offering showers; however, there was no night shelter. There had been some previous discussion with the Council about utilizing the old cart storage units at the Golf Course, and that location had been reviewed with staff and representatives from CinA. The biggest concern regarding putting folks out there was the potential for clients to cut across the airport because it was so far away from town where the services were located. That would be unacceptable, as it was dangerous and potentially destructive. Bus service would be an essential part of placing individuals out there, but they would also have to consider additional fencing to that area to eliminate the possibility of the shortcut across the airport. He contacted the transit provider, requesting the possibility of bus service in that location three times a day. There was also the need to consider intake and management. The location was up for discussion.

Barb Higinbotham, Executive Director, Community in Action, stated \$150K had been offered by the State of Oregon, as a part of a \$5M one-time funding that the legislature had approved. There would be a second portion that would be available in the spring, which they would have the ability to ask for additional funds to look into Phase Two if Phase One worked. Part of the funding could be used for entering a shelter space, staffing a shelter, equipping a shelter with beds, blankets, and other supplies, supplying a kitchen and/or cooking needs, repairing a facility, or other needs that the state would need to approve. Ontario was in considered a high need area as there was currently no shelter. Services were required to be in place this coming winter, 2019-2020. CinA would be the grant recipient, who would then sub-grant to Origins Faith Community. Some examples of what the funds could be used for regarding providing a shelter, it would have heating and ventilation systems, maintain a comfortable temperature, leveraging some weatherization funding with the project so they could combine some other funding that was available to CinA to support that; provide each person with a bed, blanket, pillow, and a clean area in good repair; sufficient supply, functional, clean and reasonable private toilets and wash basins. Those might have to be rented during Phase One; housekeeping/maintenance plan, and they would work with Origins on that portion; provide residents with reasonable access to public transportation; storage for checking in or out for the residents (intake); provide towels, soap, toilet tissue, etc.; and potentially provide an eating area that was separate from the sleeping area. Those were examples from other grant opportunities. Other things to consider would be health, food service safety, staffing, administration, operations, and data collection. Their goal was to create between 10-20 units for shelter. Her team was currently working on several things, such as a contractor for repairing the units, working through the grant requirements, transportation options, what type of outreach services would be provided, and how they'd be provided. There could be multiple community partners who would do the outreach programs. They were working with the City of Ontario for property needs and potential restrictions. They needed to determine what type of shelter to provide, open for the winter. They were thinking potentially small units which would have beds, blankets, heat, and a restroom facility. They needed a storage facility, a solution of animals and pets, check-in and check-out requirements; other policies as needed. She had asked for bids for bathroom/shower units because she needed to know now what that might cost.

Mayor Hill asked if Community in Action would rent those units and take responsibility for it.

Ms. Higinbotham stated they could sign a rental agreement with certain expectations.

Mayor Hill confirmed if they signed a rental agreement, it would fall under the CinA insurance policy.

Ms. Higinbotham stated it would.

James Vogt, Pastor of Origins Faith Community and Administrator of the New Hope Day Shelter, stated they were all aware of the needs in this community. Origins was very willing to be part of the solution moving forward. It was true that they had installed *one* shower for the day shelter, that was not near adequate enough. Social media had commented that it wasn't going to solve the problem so why do anything? They needed to start somewhere; they



had to take steps to reach an end goal. He appreciated the city's foresight and willingness to begin doing something. As a point of clarification: there were no laundry services available at the day shelter.

Christopher Plummer, Ontario, stated: One of the things I would like to see included in a plan was for people who are homeless but do have cars. If there's any way for them to have a safe place to park their cars at this facility, that would be wonderful because sometimes that's all that somebody has, is their car, and sometimes there is emotional and other considerations why they would want to stay in their car. One of those could be to be close to their service animals, to be close to their emotional support animals and their belongings, plus things like anxiety and things that won't allow them to stay in a typical shelter situation. That's the only thing I wanted to add.

Mayor Hill stated he saw three types of homeless people: people that were addicted, people that were mentally ill, and people, that by circumstance or situation, were homeless. He didn't think they could house all three types in just one facility.

Ms. Higinbotham stated they needed to meet to discuss what type of shelter they wanted to establish. A no-barrier shelter would invite anyone and everyone from any situation. That was a hard place to start because they didn't have the experience to deal with all those populations. She suggested starting with a low to medium barrier shelter. That would allow for animals, service or pet, and there would be rules about safety. There were some questions that could not be asked during an intake, but they could determine safety for the individuals at the shelter.

Mr. Brown stated the Community Development Director had submitted a letter from the perspective of the Zoning Administrator, doing his best to interpret the City Code. The Airport was a Public Facility, so it required a public purpose. The question before legal counsel was whether or not a homeless shelter qualified as a public purpose. The state had made it clear a population could not be moved unless there was a place to take them. That was an implied public purpose; however, neither he, nor Mr. Cummings, were attorneys, and they would want the City Attorney to determine that. Also, The Airport Committee had not had a chance to deliberate this. He had spoken with the Airport Manager, who expressed grave concerns.

Councilor Capron asked how this would fit into the city's plan of expanding business at the Airport? How did the tenants in the Golf Course Clubhouse feel about homeless housing out there beside them?

Mr. Brown stated it could have a negative connotation. This was not a long-term solution. The lease holders were not excited about the prospect, as they had just been broken into the week before and lost a lot of equipment and product. Nobody wanted it in their backyard, all for valid reasons.

Mayor Hill stated no matter where it was, that would be the thought – not in my backyard. He wanted this to be fully vetted before making any decisions, and one would not be made that night.

Councilor Justus stated he knew that something had to be done. His concern was that with the way Oregon law related to tenancy, and how it could occur. It was so binding. His other concern was something learned from his friend at the Oregon Law Center. He commented that if the city was providing housing, it had to be made habitable, including bathrooms, and kitchens, etc. Then the city was on the hook for providing apartments for the homeless. While that might be what was needed, before he would ever sign off on anything, he wanted to hear from the Oregon Law Center, saying they were aware of this, and were not going to challenge it, and that they'd okay the temporary housing. He also had some other ideas about locations and/or buildings that might work, and he wanted to meet with Barb to go over them.

Councilor Crume stated he was in the favor of doing something, but didn't know what. He did not want the city to operate the facility. He also didn't want to see a line item in the budget titled "homeless". Regarding the Airport location, they had just installed a very expensive fence. The overall Airport was controlled by the FAA. Those car sheds were within the boundary of the security fence that was installed through a grant from the FAA. The



quickest route to get to town would be to cut across the runway, and he didn't believe they would follow the rules to stay off that area. He had found some other property, one which was near the Origins Church. They needed to find a parcel that met the most needs with the least amount of negative feedback. There were two parcels he thought should be looked into – the old City Shop gravel storage area. With that one, he'd be willing to donate that property to CinA, but there were already comments from businesses in the area that they were not happy about that prospect. Water and sewer were already installed, and some buildings could be converted instead of torn down. If they picked up the old gas station up front, they'd have a city block for this project, which was centrally located and within walking distance to many places. A second area, while farther away, would be the front portion on Verde Drive of the old city dump. It was an industrial area owned by the city.

Councilor Rodriguez stated he didn't feel they had enough time to review all this and consider the financial aspect. He understood the issues surrounding the Airport, and he agreed there would be conversations about any area they discussed. They needed to find the best solution. He had been told that when they started cleaning up the riverbank, there were human activist groups in Western Oregon who were watching, and were talking about illegal actions taken by the city. He had also been informed that groups were sending individuals to this area to inform and educate the homeless population as to what their rights were. They could end up with a "camp" right here at City Hall.

Mayor Hill asked for a consensus from the Council regarding whether they wanted to allow Community in Action and Origins Faith pursue this opportunity to expend \$150K on a temporary basis at the Golf Course, and return to the Council with answers to the questions that had been raised.

Councilor Crume was in favor of working with Community in Action to locate a place and get some type of homeless project moving, then yes; but, if it was located at the Airport, it was a no. Rodriguez-yes; Capron-yes; Justus-yes; Braden-yes; Palomo-yes; Hill-yes.

Councilor Crume asked Mr. Brown to contact the FAA to see what the repercussions might be for the project.

OLD BUSINESS

Ordinance #2765-2019: Marijuana Employee Tax Amendment (Final Reading)

Larry Sullivan, City Attorney, presented.

RODRIGUEZ moved, CAPRON seconded, **THAT THE CITY COUNCIL APPROVE ORDINANCE #2765-2019: AN ORDINANCE AMENDING SECTIONS 3-24-4, 3-24-5, AND 3-24-6 OF CHAPTER 24 OF TITLE 3 OF THE ONTARIO MUNICIPAL CODE FOR COLLECTION.** Roll call vote: Braden-yes; Justus-yes; Palomo-yes; Crume-yes; Rodriguez-yes; Capron-yes; Hill-yes. Motion carried 7/0/0.

Revised Intergovernmental Agreement with Ontario Recreation District

Adam Brown, City Manager, presented.

CAPRON moved, CRUME seconded, **THAT THE CITY COUNCIL THE CITY COUNCIL APPROVE THE REVISED INTERGOVERNMENTAL AGREEMENT REGARDING CERTAIN RECREATION STRUCTURES IN LIONS PARK.** Roll call vote: Braden-yes; Justus-yes; Palomo-yes; Crume-yes; Rodriguez-yes; Capron-yes; Hill-yes. Motion failed 7/0/0.



NEW BUSINESS**Application to Operate Taxi Service**

Steven Romero, Police Chief, presented.

CAPRON moved, CRUME seconded, **TO DENY THE APPLICATION TO OPERATE TAXI SERVICE FOR EXPRESS DELIVERY AND TAXI SERVICES.** Roll call vote: Braden-yes; Justus-yes; Palomo-yes; Crume-yes; Rodriguez-yes; Capron-yes; Hill-yes. Motion carried 7/0/0.

Council consensus to have staff review the current ordinance regulating the licensing of taxi cabs in the City of Ontario, and bring back an amended version for Council review.

Resolution #2019-135: Appropriate Additional Funding for Ballistic Shields and Car Leases

Kari Ott, Finance Director, presented.

CRUME moved, CAPRON seconded, **THAT THE CITY COUNCIL APPROVE RESOLUTION 2019-135: A RESOLUTION TO APPROPRIATE ADDITIONAL FUNDING FOR BALLISTIC SHIELDS AND POLICE CAR CAPITAL LEASE.** Roll call vote: Braden-yes; Justus-no; Palomo-yes; Crume-yes; Rodriguez-yes; Capron-yes; Hill-yes. Motion carried 6/1/0.

Bid Award: Trademark for the Wayfinding Project RFP 09-2019-01

Adam Brown, City Manager, presented.

JUSTUS moved, BRADEN seconded, **THAT THE CITY COUNCIL APPROVE A CONTRACT WITH TRADEMARK DESIGN | FABRICATION NOT TO EXCEED \$24,000 FOR DESIGN OF A CITY WAY-FINDING SYSTEM.** 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 Monthly Report** *(Attached)*

Kari Ott, Finance Director, presented.

Public Works Quarterly Report *(Attached)*

Cliff Leeper, Public Works Director, presented.

Airport Semi-Annual Report *(Attached)*

Dan Beaubien, Airport Manager, presented.

DISCUSSION ITEMS**Invitation to Santa's Breakfast 2019**

Tori Barnett stated anyone who wanted to attend needed to let her know so she could submit a headcount to the Chamber. It would be Friday, December 6th, 6:45 a.m., at the Elk's Lodge.

Emergency Shelter Housing**SRCI Update**

Mr. Brown stated they had been meeting, and had discussed the city's formula. They let the state know the Council had rejected the approach they had been taking previously. It was not well-received, but it was moving forward. Since they had last talked, Jacobs staff had calculated the actual cost for the BOD and TSS. That was part of the equation, and there was a multiplier before that variable. Staff previously had an old multiplier of 10¢ per



pound. The actual cost, as calculated by Jacobs' staff, was \$1.12 a pound. That put the city in a more acceptable category without changing the formula. Staff also felt there needed to be the addition of a risk premium for the segment of pipe from the city's plant to the SRCI plant. That was communicated this morning. He wanted to meet with them in person to hash this out.

Mayor Hill asked about the 175% charge that was charged everyone else outside the city limits?

Mr. Brown stated the 1.5% put them at about the same place with those new variable multipliers.

Mr. Sullivan stated one of the issues with charging the out of town rate at this point was that when that system was built, the city made a commitment for 20 years to not charge them anymore than was being charged to what was being charged to the inside city limits people. That worked against a legal argument the city might have to make that was fair at this point now that the whole system had been constructed. If the city had told them when this was originally built that they were going to have to pay an out of town rate that would be one thing, but to have that now constructed and be telling them that they had to pay an out of town rate, the city might get some feedback from that if that had to go in front of a judge. There are ways to accomplish what the Council wanted without having to call it an out of town rate.

ESCO Project

Mr. Brown stated he had let out an RFP for an ESCO (Energy Savings Company) project. They came into a city and looked at ways to save money and do a performance contract. One he had mentioned was the lighting in the parking lots; it had not been upgraded to LED. It was still sodium vapor/mercury vapor lights, which were not efficient. The City Hall parking lot, across the street, at the water and wastewater plants, the lots being Oregon Street, all the facilities, that was a lot of lights. Those were easy to get a return on. The company would complete a study and would let the city know they could guarantee a savings of \$100K. The city would pay the \$100K and the company would finance it up front over five years, and after that, 100% of the savings would go to the city. Essentially, it didn't cost anything to do. That was guaranteed. The company would write a check if the difference came in and the savings had not been realized. The only risk was that the cost, if a project was selected, it would be that the company was going to do the study and see what opportunities were available. If the city opted to do a project, the cost of the study was thrown in the project and the city wouldn't own that money; however, if no project was selected, the cost of the study would be due. When the time came to possibly select a project, the cost of the study would be shared. He believed there would be a project available that would save the city money.

HAND-OUTS

Invitation to Honor Veteran Jerry Hains for Volunteerism *(Attached)*

Minutes: *(Attached)*

County Court: 10-02-2019; 10-16-2019; 10-23-2019

Public Works Committee: 09-20-2019(Draft)

Packet

V&C Board 11-07-2019 w/Oct 3, 2019 minutes

SREDA Report Card – Through July, 2019

Packet:

V&C Board Oct 3, 2019 w/Minutes of Aug 2, 2019



Department Stats: *(Attached)*

Fire & Rescue: Oct 2019

Public Works: Oct 2019

Code Enforcement: Oct 2019

Police: Oct 2019

CORRESPONDENCE, COMMENTS, AND EX-OFFICIO REPORTS

- Councilor Justus stated that \$50K had been received by Revitalize Ontario! for the Tater Tot Festival, which would be held September 18-20, 2020.
- Councilor Rodriguez stated the Haunted House had been a success, and they had traumatized a lot of kids.
- Councilor Rodriguez stated on December 7th, after the Winter Wonderland Parade, Santa Clause would step down from his float to Moore Park and there would be a sit down for pictures. Malheur Enterprise added in a choir singing carols, and there would be elves helping Santa. They were trying to add more to the event.
- Mayor Hill stated the city had received complaints about the new water bills. The largest complaint was the removal of the itemization.

Mr. Brown asked that all comments be sent to him because he was gathering all the comments and the team would get back together to address and possibly accommodate the concerns.

ADJOURN

CRUME moved, CAPRON seconded, **THAT THE MEETING BE ADJOURNED**. Roll call vote: Braden-yes; Justus-yes; Palomo-yes; Crume-yes; Rodriguez-yes; Capron-yes; Hill-no. Motion carried 6/1/0. (9:04 p.m.)

ACCEPTED:**ATTEST**

Riley J. Hill, Mayor

Tori Barnett, MMC, City Recorder



**AGENDA REPORT
OLD BUSINESS
December 17, 2019**

To: Mayor and City Council

FROM: Adam J. Brown, City Manager

THROUGH: Adam J. Brown, City Manager

SUBJECT: **LICENSE AGREEMENT FOR EMERGENCY SHELTER BETWEEN COMMUNITY IN ACTION, ORIGINS FAITH COMMUNITY AND THE CITY OF ONTARIO**

DATE: December 13, 2019

PROPOSED MOTION:

I MOVE THE CITY COUNCIL APPROVE REVISIONS TO THE LICENSE AGREEMENT BETWEEN THE CITY OF ONTARIO, ORIGINS FAITH COMMUNITY, AND COMMUNITY IN ACTION

SUMMARY:

The City Council approved a license agreement on November 28, 2019, between Origins Faith Community and the City of Ontario. Revisions to the license are needed to move forward.

BACKGROUND:

Community in Action, in collaboration with Origins Faith Community, have been working with the City to utilize state funding for emergency homeless transitional housing. A proposal was made to create small, insulated shelters for the homeless that would serve as temporary housing units as people attempt to move into permanent supportive housing.

On November 26, 2019, the Council heard the proposal and listened to public comment about the concept. The City Council approved a draft license agreement between Origins Faith Community so that the project could continue to move forward. The Council also asked staff to address other issues with respect to the project.

CURRENT SITUATION:

It has been determined that Community in Action, the grantee of the emergency shelter funding, should be a partner to the agreement. Community in Action will be the primary liability insurer for the facility with Origins having secondary insurance. The insurance was a point the City Council requested us to address.

A new draft of the license agreement has been reviewed by the City Attorney, Community in

Action, and Origins Faith Community.

ANALYSIS:

- A. **STRATEGIC PLAN** The homeless issue in the city impacts the Council's goals of beautification and livability. The plan is a dignified manner in which to help the homeless population who are desiring to change their condition. The homeless population impacts the perception of our community.
- B. **FINANCIAL** The cost to the city is to extend the electric, which will benefit the long-term marketability of the site. The cost from Idaho Power is expected to be under \$3,000. The City will waive the building permit fees, and the County will consider waiving the electrical inspection permit fees at their meeting on Wednesday December 18, 2019.
- C. **TIMING** Approving the license modifications is the step needed to move the project forward. Bids have been received for other costs and are ready for the agreement to be finalized to move forward.
- D. **POLICY/LEGAL** The City Council must approve this license agreement.

ALTERNATIVES:

Take No Action: No party will be able to move forward without approval of the license agreement.

RECOMMENDATION:

Staff recommends approval of the revised license agreement between the City of Ontario, Origins Faith Community, and Community in Action.

ATTACHMENTS:

1. Origins License for Emergency Housing-LAS12.13.2019



LICENSE AGREEMENT

DATED: This _____ of _____, 2019

BETWEEN CITY OF ONTARIO, herein, "Owner"

AND ORIGINS FAITH COMMUNITY,

AND COMMUNITY IN ACTION, collectively, "Licensees"

Premises:

- A. Owner owns property described in Exhibit A (the "Property").
- B. Licensees include a religious institution operating on a not-for-profit basis (Origins Faith Community), and a Community organization (Community in Action) a non-profit.
- C. Owner is willing to grant a license (the "License") for the use of the Property to Licensees to provide emergency shelter housing for homeless transients.
- D. The parties wish to reduce their agreement to writing.

Agreement:

Owner and Licensees covenant, contract, and agree as follows:

- 1. **License:** Owner grants to Licensees, and Licensees accept from Owner a License for the use of the Property. The consideration for this License is the provision of emergency shelter housing, which is a community service that might otherwise require the expenditure of taxpayer funds.
- 2. **Term:** The License shall be irrevocable for six months, unless terminated earlier by Owner by giving Licensees not less than 30 days written notice. Renewal of the License shall be negotiated no more than ninety (90) days prior to termination.
- 3. **Hold Harmless; Liability Insurance:**
 - a. To the extent of the limits of the Oregon Tort Claims Act, ORS 30.260 *et seq*, The Licensees will hold Owner harmless from any claims whatsoever, accruing after the date hereof and arising solely out of Licensees' use of the Property.

- b. Licensees shall provide proof of liability insurance to the Owner with coverage in an amount not less than the municipal limits of the Oregon Tort Claims Act and naming Owner as an additional named insured. Community in Action will be the primary insurer of the shelter with Origins Faith Community as a secondary insurer.
4. **Use of Property:** The Property shall be used for emergency shelter and housing for the homeless and for no other purpose. Licensees shall have exclusive use of the Property for that purpose. Owner shall have the right to inspect the Property at any time, subject to reasonable advance notice to Licensee.
5. **Maintenance:** During the term of the License, Licensees shall have the sole responsibility to provide maintenance, safe-guarding , irrigation (as needed), and upkeep of the Property.
6. **Improvements:** Licensees shall not install permanent improvements on the Property without Owner's express written consent in advance. All improvements shall be temporary only and shall be promptly removed by Licensee at the termination of the License.
7. **Site Condition:** If the License is not renewed, the Licensees will return the Property to the same condition present prior to tenancy.
8. **Tax Exemption:** The Owner (the City) shall file tax exemption documents with the Malheur County Tax Assessor's Office as deemed necessary by the County. To maintain tax exempt status, Licensees shall operate the shelter on a not-for-profit basis, and shall not charge rents to any persons who are receiving temporary emergency shelter.

Signed and dated this ____ day of December of _____, 2019.

CITY OF ONTARIO, Owner

Riley J. Hill, Mayor

Attest:

Tori Barnett, City Recorder

ORIGINS FAITH COMMUNITY, Licensee:

James Vogt

COMMUNITY IN ACTION, Licensee:

Barb Higinbotham



**AGENDA REPORT
OLD BUSINESS
December 17, 2019**

To: Mayor and City Council

FROM: Dan Cummings, Community Development Director

THROUGH: Adam J. Brown, City Manager

SUBJECT: **ORDINANCE #2767-2019: AMENDING TITLE 2, CHAPTER 5, RENAMING "PARK AND RECREATION BOARD" TO "PARKS COMMITTEE" AND AMENDING THE RULES FOR THE COMMITTEE, ON SECOND AND FINAL READING BY TITLE ONLY**

DATE: December 12, 2019

PROPOSED MOTION:

I MOVE THE CITY COUNCIL APPROVE ORDINANCE #2767-2019, AN ORDINANCE AMENDING TITLE 2, CHAPTER 5, RENAMING THE "PARK AND RECREATION BOARD" TO "PARKS COMMITTEE" AND AMENDING THE RULES FOR THE COMMITTEE ON SECOND AND FINAL READING BY TITLE ONLY.

SUMMARY:

This action is for the City Council to amend OMC 2-5, dealing with the the current Board named "Parks and Recreation Board" and to rename it to the "Parks Committee". Further, it the action will amend the rules governing the Committee who will make recommendations to the City Council on suggesting improvements at the city parks, recommendations for future development of the parks, and creating a Master Plan for city parks.

BACKGROUND:

The City Council passed Ordinance #2767-2019 on First Reading; however, there were two requested changes prior to Final Reading. Those changes were:
The ability of the Council to appoint another applicant to the Committee if a service club was unable to provide a member within 90 days; and
Specifically naming the City Manager and the Community Development Director as Ex-Officio members of the Committee
Those changes have been incorporated into the document prepared for the final reading.

RECOMMENDATION:

Staff recommends the City Council approve Ordinance #2767-2019, an ordinance amending Title 2, Chapter 5, renaming the "Parks and Recreation Board" to "Parks Committee" and amending the rules governing the Committee.

ATTACHMENTS:

1. Ord #2767-2019 omc 2-5 Parks Committee- 2nd Rdng



ORDINANCE 2767-2019

AN ORDINANCE OF THE CITY OF ONTARIO AMENDING TITLE 2, CHAPTER 5, OF THE ONTARIO MUNICIPAL CODE "PARKS COMMITTEE"

- WHEREAS,** Ordinance #1998 established the Park and Recreation Board; Ordinances #2248 and #2590 subsequently made amendments to portions of the original enacting ordinance; and
- WHEREAS,** The City of Ontario Park and Recreation Department was eliminated; and the existing Parks and Recreation Board is no longer a necessary Board; and
- WHEREAS,** The Council finds that there should be a City Parks Committee to advise the Council on park development within the City of Ontario.

NOW THEREFORE, THE CITY OF ONTARIO ORDAINS AS FOLLOWS:

Section 1. Chapter 5 of Title 2 is hereby renamed "Parks Committee" from "Parks and Recreation Board", and its Sections are amended by striking out those portions that are stricken and underlining those portions that are added:

2-5-1 ~~PARKS AND RECREATION BOARD~~ COMMITTEE ESTABLISHED

A ~~Parks and Recreation Board~~ Committee composed of seven (7) members ~~to be~~ appointed by the Mayor, with the consent of the City Council, ~~is hereby~~ shall be established. The ~~Parks and Recreation Board~~ Committee members shall appoint a Chairman, ~~from their~~ Vice-Chairman, and Secretary ~~from their~~ membership. If possible, members shall be appointed from the following entities:

- (A) One member shall be a member of the Kiwanis Club; and
- (B) One member shall be a member of the Lion's Club; and
- (C) One member shall be a member of the Rotary Club; and
- (D) One member shall be a member from the Recreation District elected members or staff; and
- (E) Two members shall be Citizens at Large from within the Ontario Recreation District; and
- (F) One member shall be a member of the Ontario City Council.

If service clubs are unable to appoint a member within 90 days, the City Council shall appoint from other applicants until a recommendation is provided from the service club.

2-5-2 TERMS OF OFFICE

The terms of the ~~Parks and Recreation Board~~ Committee shall be three (3) years, with ~~three (3)~~ two (2) members to serve an initial term of one year, ~~three (3)~~ two (2) members to serve an initial term of two (2) years, and three (3) members to serve an initial term of three (3) years, with overlapping terms thereafter. The initial terms are to become effective January 1, ~~1989~~ 2020. Such terms and subsequent terms shall expire on December 31 of the appropriate year. A vacancy occurring before the expiration of a term shall be filled by appointment by the Mayor with the consent of the City Council for the remainder of the unexpired term.

2-5-3 EX-OFFICIO MEMBERS

The City Manager and the Community Development Director shall serve as Ex-Officio members of the Committee, and shall attend all Parks Committee meetings. ~~A member of the City Council to be selected by the Mayor and the Director of Recreation and Park Planning Department shall act as ex-officio members of the Parks and Recreation Board and shall attend all Parks and Recreation Board meetings~~

2-5-4 MEETINGS

The Parks and Recreation Board Committee shall, ~~at its meeting in December of each year, follow the meeting dates established by the City of Ontario, set meeting at least quarterly, for the upcoming calendar year. The Board shall meet in regular session on those dates each month, unless it is a holiday, or as often as required. Special meetings may be held after proper notification to the public and media. Meetings shall be called by the Chairman. The Chairman shall have authority to call a meeting.~~

2-5-5 ADVISORY CAPACITY

The Parks and Recreation Board Committee shall be an advisory board to the City Council and shall make all recommendations and reports to the City Council. Final determination for all matters pertaining to ~~the Parks and Recreation Department~~ City Parks shall remain the responsibility of the City Council.

2-5-6 DUTIES AND RESPONSIBILITIES

~~There shall be a Parks and Recreation Board Committee consisting of seven (7) members. The Parks and Recreation Board Committee shall have the duties and responsibilities to:~~

- (A) Act in an advisory capacity to the City Council in all matters pertaining to city parks and recreation;
- ~~(B) Consider the annual budget for parks and recreation purposes during the process of its preparation and make recommendations with respect thereto to the Budget Committee and the respective department directors.~~
- (C) Advise in the planning of parks and recreation programs for the inhabitants of the city; ~~promote and stimulate public interest therein; and to that end solicit to the fullest extent possible the cooperation of school authorities and other public and private agencies interested therein;~~
- (D) Promote and stimulate public interest in park activities, and solicit to the fullest extent possible the cooperation of school authorities and other public or private agencies; and
- (E) Recommend policies for the acquisition, development, and improvement of parks and playgrounds, including park master planning and design, subject to the rights and powers of the City Council.

2-5-7 COMPENSATION OF MEMBERS; EXPENDITURES

Members of the Parks and Recreation Board Committee shall receive no compensation, but shall be reimbursed for authorized and necessary expenditures. The Parks and Recreation Board Committee shall have no authority to make any expenditure on behalf of the City, nor to obligate the City for payment of any sums of money ~~except as herein provided, and then only after the City Council shall have first authorized such expenditures from time to time for said purpose by appropriate ordinance, which ordinance shall provide the administrative method by which said funds shall be drawn and expended.~~

2-5-8 QUORUM; RULES AND REGULATIONS; MEETINGS

A majority of the Parks and Recreation Board Committee, consisting of at least four (4) members, shall constitute a quorum. The Parks and Recreation Board Committee shall adopt rules and regulations to conduct its affairs, which rules and regulations shall be consistent with the laws of the State of Oregon, the Ontario City Charter, and city ordinances.

2-5-9 MEMBERS, PROHIBITED ACTS

A member of the Parks and Recreation Board Committee shall not participate in any ~~Board Committee~~ proceeding or action in which the following has a direct or substantial financial interest:

A member or his spouse, brother, sister, child, parent, father-in-law, mother-in-law, any business in which he has been serving or has served in the previous two (2) years or any business with which he is negotiating for or has an arrangement or understanding concerning a prospective partnership or employment, any actual or potential interest shall be disclosed at a meeting of the ~~Board Committee~~ where the action is being taken.

2-5-10 REGULATION OF ~~BOARD~~ COMMITTEE

As a ~~Board~~ Committee created by the Ontario City Council, the ~~Board~~ Committee is subject to the provisions of the Oregon Public Meetings and Records Laws.

Section 2. EFFECTIVE DATE: Effective 30 days following final reading.

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

AYES:

NAYS:

ABSENT:

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

ATTEST:

Riley J. Hill, Mayor

Tori Barnett, MMC, City Recorder



**AGENDA REPORT
OLD BUSINESS
December 17, 2019**

To: Mayor and City Council

FROM: Betsy Roberts, City Engineer

THROUGH: Adam J. Brown, City Manager

SUBJECT: AIRPORT SEWER EXTENSION - SW 33RD STREET SANITARY SEWER EXTENSION

DATE: December 12, 2019

PROPOSED MOTION:

I MOVE THE CITY COUNCIL APPROVE THE LOW BID OF \$59,570 FOR THE COMBINATION OF SCHEDULES A & B, SUBMITTED BY WARRINGTON CONSTRUCTION FOR THE SW 33RD STREET SANITARY SEWER EXTENSION PROJECT CONTINGENT ON FINAL REVIEW BY THE CITY ENGINEER.

SUMMARY:

Bids for the SW 33rd Street Sanitary Sewer Extension (Airport sewer extension) were opened at 2 PM today, December 17th. Actual bid numbers will be available at the time of the Council meeting. If there is a responsive bid, Public Works staff will be requesting approval of the bid and authorization for the City Manager to enter into an agreement with the contract on behalf of the City.

BACKGROUND:

The City has been interested in extending sanitary sewer infrastructure at the airport for a number of years. Installation of the sanitary sewer is in response to continued requests from several entities in support of future classroom space for TVCC, construction of new hangars, Life Flight facility, and the FBO. Funding was secured through the Council in October 2019 from the Stellings property earnest money.

CURRENT SITUATION:

Contract documents were completed, the project has been advertised for two weeks, and bid(s) have been received and opened. The low bid on the project is from Warrington Construction, with an amount of \$35,570 for Schedule A (extension from SW 4th Ave to the FBO; 650 linear feet) and \$24,000 for Schedule B (continued extension from FBO through the new hangar location, an additional 400 linear feet).

Public Works staff has conducted a preliminary review of the bid and it appears to conform to requirements. Staff will conduct a final review over the next day to confirm that the bid is completely in order. If so, the agreement form will be presented to the City Manager for processing and execution.

ANALYSIS:

- A. **STRATEGIC PLAN** This project supports the Growth Goal, Airport Strategy, and Economic Strategy. Specifically this project will bring water and sewer to strategic areas within the City.
- B. **FINANCIAL** In the October Council meeting, Council approved a budget of \$128,000 which covers the design effort and Schedule A (and B) of construction.
- C. **TIMING** In order to complete this work and allow businesses at the Airport to plan and expand as desired, this project should be constructed as soon as possible.
- D. **POLICY/LEGAL** This item requires Council approval before the City Manager can sign on behalf of the City.

ALTERNATIVES:

- 1. If approved, the Contractor can begin construction on the project as soon as weather permits, allowing for Airport businesses to begin planning improvements.
- 2. If rejected, Airport businesses will be required to wait for any type of desired expansion.

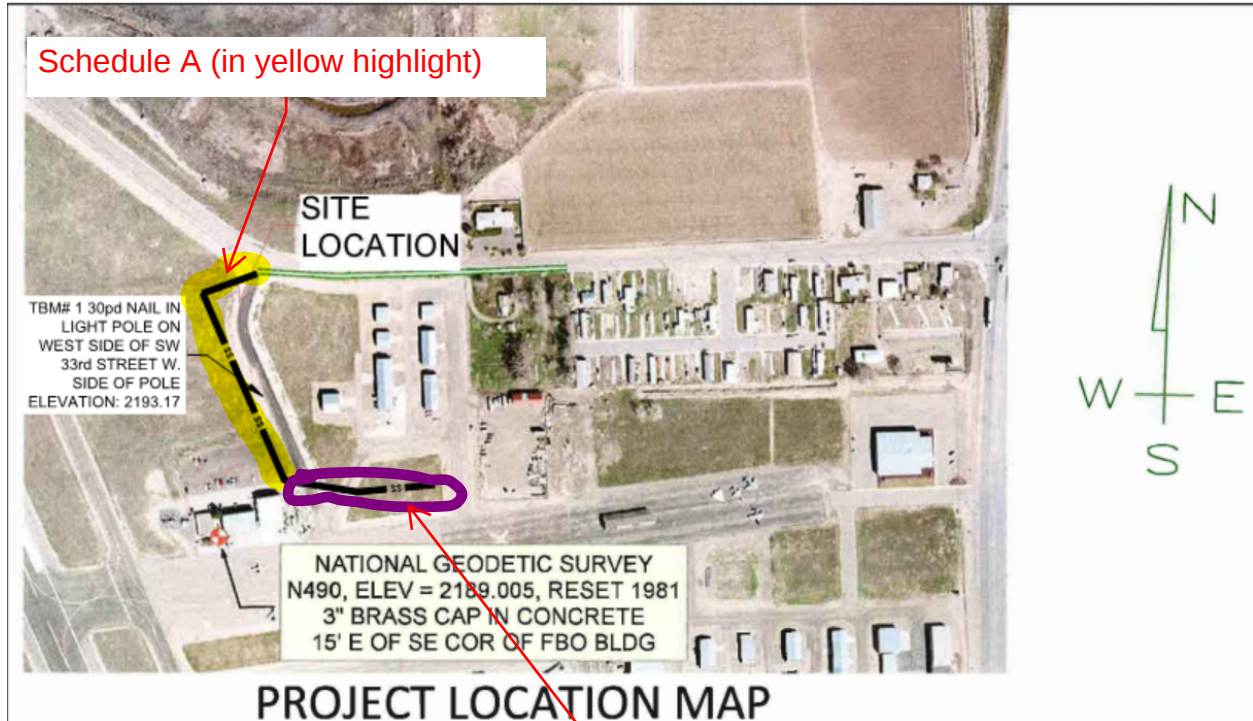
RECOMMENDATION:

Staff recommends that the City Council approve, on a contingent basis, the bid from Warrington Construction for \$59,570 for both Schedules A and B.

ATTACHMENTS:

- 1. Attachment for Civic Clerk
- 2. SW 33rd Street Bid Docs

SW 33rd Street Sanitary Sewer Extension – City of Ontario



Schedule B (circled in purple)

SIGN IN SHEET
SW 33rd St Sewer Extension
Bid Opening
December 17, 2019
2:00 PM

Name:

Contact Info:

Terry J. Juby

~~percy@graniteexcavation.com 208-571-1846~~

Tanner Juby

Sam McMillen

M2construction15@outlook.com

Andrea Warrington

brookswarrington@hotmail.com

~~Stan~~ Stan Bous

~~Stan~~ Stan Bous

Stan Bous

Stan@shibosprinklers.com

Schedule A

Schedule B

Anderson Construction:

\$123,483.00
\$69,735.00 \$53,748.00

Warrington Construction:

\$59,570.00
\$35,570.00 24,000.00

Granite Excavation:

\$196,893.95
\$114,652.51 \$82,241.44

Hueckman Contracting

M2 Construction

\$92,195.00
\$54,970.00 \$37,225.00

Ty Frasier

Shilo

\$71,084.37
\$44,012.76 \$27,071.61



City of Ontario

444 SW 4th Street
Ontario, OR 97914

Bid or Quote Tracking Form

Item: SW 33rd ST Sewer Extention

Item On State Bid List? Yes ☐ No ☒

City Representative: Al Haun

Budgeted Amount: _____

Date: _____

Line Item: _____

Vendor #1 Name: Anderson Excavation

Contact Person: Dave Anderson Phone # _____

First Attempt: Contact Date: 12/17/19 Contact Time: 9:30 AM Response? Yes ☒ No ☐

Second Attempt: Contact Date: _____ Contact Time: _____ Response? Yes ☒ No ☐

Bid Attached? Yes ☒ No ☐ Verbal Quote? ☐ Written Quote? ☐ Amount: _____

Notes:

Vendor #2 Name: Warrington Construction

Contact Person: Branks Phone # _____

First Attempt: Contact Date: 12/17/19 Contact Time: 11:20 AM Response? Yes ☒ No ☐

Second Attempt: Contact Date: _____ Contact Time: _____ Response? Yes ☐ No ☐

Bid Attached? Yes ☒ No ☐ Verbal Quote? ☐ Written Quote? ☐ Amount: _____

Notes:

Vendor #3 Name: Granite Excavation

Contact Person: _____ Phone # _____

First Attempt: Contact Date: 12/17/19 Contact Time: 1:09 pm Response? Yes ☒ No ☐

Second Attempt: Contact Date: _____ Contact Time: _____ Response? Yes ☐ No ☐

Bid Attached? Yes ☒ No ☐ Verbal Quote? ☐ Written Quote? ☐ Amount: _____

Notes:



City of Ontario

444 SW 4th Street
Ontario, OR 97914

Bid or Quote Tracking Form

Item: SW 33rd ST Sewer Extention

Item On State Bid List? Yes ☐ No ☒

City Representative: Al Haun

Budgeted Amount: _____

Date: _____

Line Item: _____

Vendor #1 Name: Shilo Automatic Sprinklers

Contact Person: _____ Phone # _____

First Attempt: Contact Date: 12/17/19 Contact Time: 1:43 pm Response? Yes ☒ No ☐

Second Attempt: Contact Date: _____ Contact Time: _____ Response? Yes ☐ No ☐

Bid Attached? Yes ☒ No ☐ Verbal Quote? ☐ Written Quote? ☐ Amount: _____

Notes:

Vendor #2 Name: M2 Construction

Contact Person: _____ Phone # _____

First Attempt: Contact Date: 12/17/19 Contact Time: 1:51 pm Response? Yes ☒ No ☐

Second Attempt: Contact Date: _____ Contact Time: _____ Response? Yes ☐ No ☐

Bid Attached? Yes ☒ No ☐ Verbal Quote? ☐ Written Quote? ☐ Amount: _____

Notes:

Vendor #3 Name: _____

Contact Person: _____ Phone # _____

First Attempt: Contact Date: _____ Contact Time: _____ Response? Yes ☐ No ☐

Second Attempt: Contact Date: _____ Contact Time: _____ Response? Yes ☐ No ☐

Bid Attached? Yes ☐ No ☐ Verbal Quote? ☐ Written Quote? ☐ Amount: _____

Notes:



City of Ontario

444 SW 4th Street
Ontario, OR 97914

Bid or Quote Tracking Form

Item: SW 33rd ST Sewer Extention

Item On State Bid List? Yes ☐ No ☒

City Representative: Al Haun

Budgeted Amount: _____

Date: _____

Line Item: _____

Vendor #1 Name: _____

Contact Person: _____ Phone # _____

First Attempt: Contact Date: _____ Contact Time: _____ Response? Yes ☐ No ☐

Second Attempt: Contact Date: _____ Contact Time: _____ Response? Yes ☐ No ☐

Bid Attached? Yes ☐ No ☐ Verbal Quote? ☐ Written Quote? ☐ Amount: _____

Notes:

Vendor #2 Name: _____

Contact Person: _____ Phone # _____

First Attempt: Contact Date: _____ Contact Time: _____ Response? Yes ☐ No ☐

Second Attempt: Contact Date: _____ Contact Time: _____ Response? Yes ☐ No ☐

Bid Attached? Yes ☐ No ☐ Verbal Quote? ☐ Written Quote? ☐ Amount: _____

Notes:

Vendor #3 Name: _____

Contact Person: _____ Phone # _____

First Attempt: Contact Date: _____ Contact Time: _____ Response? Yes ☐ No ☐

Second Attempt: Contact Date: _____ Contact Time: _____ Response? Yes ☐ No ☐

Bid Attached? Yes ☐ No ☐ Verbal Quote? ☐ Written Quote? ☐ Amount: _____

Notes:



**AGENDA REPORT
OLD BUSINESS
December 17, 2019**

To: Mayor and City Council

FROM: Betsy Roberts, City Engineer

THROUGH: Adam J. Brown, City Manager

**SUBJECT: AUTHORIZATION TO EXECUTE INTERGOVERNMENTAL AGREEMENT (IGA)
BETWEEN CITY AND OREGON DEPARTMENT OF TRANSPORTATION (ODOT)
FOR TRANSPORTATION SYSTEM PLAN UPDATE**

DATE: December 12, 2019

PROPOSED MOTION:

I MOVE THE CITY COUNCIL AUTHORIZE THE CITY MANAGER TO SIGN THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE OREGON DEPARTMENT OF TRANSPORTATION AND THE CITY FOR THE EXECUTION OF THE CITY OF ONTARIO ACTIVE TRANSPORTATION UPDATE AND EAST IDAHO AVENUE REFINEMENT PLAN, ENABLING THE CITY TO RECEIVE \$238,250 IN GRANT FUNDING AND TO PROVIDE MATCHING FUNDS IN THE FORM OF IN-KIND SERVICES FOR UP TO \$21,900.

SUMMARY:

The City has received a Transportation Growth Management (TGM) Grant from the Oregon Department of Transportation (ODOT) in the amount of \$238,250. The City's match for this grant is \$21,900 and can be provided through in-kind services. To begin the project, the City needs to enter into the State's standard Intergovernmental Agreement (IGA). Once the IGA is executed, the project can be kicked off.

BACKGROUND:

City staff and Public Works collaborated to develop a winning grant application in the State's TGM program. ODOT staff worked closely with city staff and Public Works to develop a scope of work, create a Request for Proposal, and to select a consultant to complete the project. The scope of work and consultant agreement have finally been approved by the State. With that completed, the State is prepared to move into the execution of the project. The remaining step is for both the City and the State to sign the IGA.

CURRENT SITUATION:

The IGA has been reviewed and is acceptable. The document now needs to be signed in order

to engage the consultant and begin receiving grant funding.

ANALYSIS:

- A. **STRATEGIC PLAN** Growth: Updating the TSP to reflect current conditions and project future conditions fully supports the opportunity for organized, well-planned growth within the City. Desirability: The project will include active transportation which includes multimodal transportation alternatives. Communities with a wide offering of multimodal transportation opportunities are highly desirable. Lifestyle: Enhancing the quality of the existing infrastructure enhances the quality of life for residents – transportation access that is safe, well-planned, and effective provides a benefit to lifestyle. Beautification: While the project is all about transportation, that can include street sections and beautification efforts as streets are developed.
- B. **FINANCIAL** This project is \$238,250 worth of grant money from the State, and \$21,900 worth of in-kind services from City and Public Works staff. There is no direct financial burden.
- C. **TIMING** Timing is critical. The ODOT process has taken longer than anticipated, and funds need to be used within approximately 1 year. That should be an achievable deadline, but it does mean the team needs to start immediately.
- D. **POLICY/LEGAL** This item requires Council approval before the City Manager can sign on behalf of the City.

ALTERNATIVES:

- 1. If approved, the project team can move forward quickly with ODOT to begin the project.
- 2. If rejected, it is possible the grant funding would be withdrawn.

RECOMMENDATION:

Staff recommends that the City Council authorize the City Manager to sign the IGA with ODOT.

ATTACHMENTS:

- 1. 33516 For Signatures

INTERGOVERNMENTAL AGREEMENT

City of Ontario, Active Transportation Update and East Idaho Avenue Refinement Area
Plan

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

RECITALS

1. The Transportation and Growth Management (“TGM”) Program is a joint program of ODOT and the Oregon Department of Land Conservation and Development.

2. The TGM Program includes a program of grants for local governments for planning projects. The objective of these projects is to better integrate transportation and land use planning and develop new ways to manage growth in order to achieve compact pedestrian, bicycle, and transit friendly urban development.

3. This TGM Grant (as defined below) is financed with federal Fixing America’s Surface Transportation Act (“FAST Act”) funds. Local funds are used as match for FAST Act funds.

4. By authority granted in Oregon Revised Statutes (“ORS”) 190.110, state agencies may enter into agreements with units of local government or other state agencies to perform any functions and activities that the parties to the agreement or their officers or agents have the duty or authority to perform.

5. ODOT has awarded City an in-kind grant under the TGM Program (the “TGM Grant”) which is conditional upon the execution of this Agreement.

6. The parties desire to enter into this Agreement for their mutual benefit.

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

SECTION 1. DEFINITIONS

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

A. “City's Amount” means the portion of the Grant Amount payable by ODOT to City for performing the tasks indicated in Exhibit A as being the responsibility of City.

B. “City's Matching Amount” means the amount of matching funds which City is required to expend to fund the Project.

C. “City's Project Manager” means the individual designated by City as its project manager for the Project.

D. “Consultant” means the personal services contractor(s) (if any) hired by ODOT to do the tasks indicated in Exhibit A as being the responsibility of such contractor(s).

E. “Consultant’s Amount” means the portion of the Grant Amount payable by ODOT to the Consultant for the deliverables described in Exhibit A for which the Consultant is responsible.

F. “Direct Project Costs” means those costs which are directly associated with the Project. These may include the salaries and benefits of personnel assigned to the Project and the cost of supplies, postage, travel, and printing. General administrative costs, capital costs, and overhead are not Direct Project Costs.

G. “Federally Eligible Costs” means those costs which are Direct Project Costs of the type listed in Exhibit B incurred by City and Consultant during the term of this Agreement.

H. “Grant Amount” or “Grant” means the total amount of financial assistance disbursed under this Agreement, which consists of the City's Amount and the Consultant’s Amount.

I. “ODOT’s Contract Administrator” means the individual designated by ODOT to be its contract administrator for this Agreement.

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

K. “Project” means the project described in Exhibit A.

L. “Termination Date” has the meaning set forth in Section 2.A below.

M. “Total Project Costs” means the total amount of money required to complete the Project.

N. “Work Product” has the meaning set forth in Section 5.I below.

SECTION 2. TERMS OF AGREEMENT

A. Term. This Agreement becomes effective on the date on which all parties have signed this Agreement and all approvals (if any) required to be obtained by ODOT have been received. This Agreement terminates on February 26, 2021 (“Termination Date”).

B. Grant Amount. The Grant Amount shall not exceed \$238,250.

C. City's Amount. The City's Amount shall not exceed \$0.

D. Consultant's Amount. The Consultant's Amount shall not exceed \$238,250.

E. City's Matching Amount. The City's Matching Amount is 12.04% of the TGM funding expended up to \$21,900.

F. Grant Funding Sources. The following table summarizes the sources of the Grant Amount:

Funding type	Responsibility (Federal)
SPR (#18511)	\$78,250
TGM (#21103)	\$160,000
TOTAL PROJECT AMOUNT	\$238,250

SECTION 3. CITY'S MATCHING AMOUNT

A. Subject to submission by City of such documentation of costs and progress on the Project (including deliverables) as are satisfactory to ODOT, the City may be reimbursed by ODOT for, or may use as part of the City's Matching Amount, as the case may be, only Direct Project Costs that are Federally Eligible Costs that City incurs after the execution of this Agreement up to the City's Amount. Generally accepted accounting principles and definitions of ORS 294.311 shall be applied to clearly document verifiable costs that are incurred.

B. City shall submit a cost report and a progress report to ODOT's Contract Administrator not less than once every other month. Cost reports shall document progress toward City's Matching Amount and shall include 100% of City's Direct Project Costs for the reporting period.

C. ODOT shall make interim payments to City for deliverables identified as being City's responsibility in the approved statement of work set out in Exhibit A within 45 days of satisfactory completion (as determined by ODOT's Contract Administrator) of such deliverables.

D. ODOT reserves the right to withhold payment equal to ten percent (10%) of each disbursement until 45 days after ODOT's Contract Administrator's approval of the completion report described Section 5.K(2), at which time the balance due to City under this Agreement shall be payable.

E. Within 45 days after the latter of the Termination Date of this Agreement or City's compliance with Section 5.K. below, ODOT shall pay to City the balance due under this Agreement.

F. ODOT shall limit use, as part of the City's Matching Amount, travel expenses in accordance with current State of Oregon Accounting Manual, General Travel Rules, effective on the date the expenses are incurred.

SECTION 4. CITY'S REPRESENTATIONS, WARRANTIES, AND CERTIFICATION

A. City represents and warrants to ODOT as follows:

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

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

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

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

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

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

B. City understands and agrees that ODOT's obligation hereunder is contingent on ODOT having received funding, appropriations, limitations or other expenditure authority sufficient to allow ODOT, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement.

SECTION 5. GENERAL COVENANTS OF CITY

A. City shall be responsible for the portion of the Total Project Costs in excess of the Grant Amount. City shall complete the Project; provided, however, that City shall not be liable for the quality or completion of that part of the Project which Exhibit A describes as the responsibility of the Consultant.

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

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

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

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

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

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

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

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

City shall retain and keep accessible all such fiscal records, books, documents, papers, plans, and writings for a minimum of six (6) years, or such longer period as may be required by applicable law, following final payment and termination of this

Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later.

I. (1) All of City's work product related to the Project that results from this Agreement ("Work Product") is the exclusive property of ODOT. ODOT and City intend that such Work Product be deemed "work made for hire" of which ODOT shall be deemed the author. If, for any reason, such Work Product is not deemed "work made for hire", City hereby irrevocably assigns to ODOT all of its rights, title, and interest in and to any and all of the Work Product, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrine. City shall execute such further documents and instruments as ODOT may reasonably request in order to fully vest such rights in ODOT. City forever waives any and all rights relating to the Work Product, including without limitation, any and all rights arising under 17 USC §106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.

(2) ODOT hereby grants to City a royalty free, non-exclusive license to reproduce any Work Product for distribution upon request to members of the public.

(3) City shall ensure that any work products produced pursuant to this Agreement include the following statement:

"This project is partially funded by a grant from the Transportation and Growth Management (TGM) Program, a joint program of the Oregon Department of Transportation and the Oregon Department of Land Conservation and Development. This TGM grant is financed, in part, by the federal Fixing America's Surface Transportation Act ("FAST Act"), local government, and State of Oregon funds.

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

(4) The Oregon Department of Land Conservation and Development and ODOT may each display appropriate products on its "home page".

J. Unless otherwise specified in Exhibit A, City shall submit all final products produced in accordance with this Agreement to ODOT's Contract Administrator in the following form:

(1) two hard copies; and

(2) in electronic form using generally available word processing or graphics programs for personal computers via e-mail or on compact diskettes.

K. Within 30 days after the Termination Date, City shall

(1) pay to ODOT City's Matching Amount less Direct Project Costs that are Federally Eligible Costs previously reported as City's Matching Amount. ODOT may use any funds paid to it under this Section 5.K (1) or any of the City's Matching Amount that is applied to the Project pursuant to Section 3.A to substitute for an equal amount of the federal FAST Act funds used for the Project or use such funds as matching funds; and

(2) provide to ODOT's Contract Administrator, in a format provided by ODOT, a completion report. This completion report shall contain:

- (a) The permanent location of Project records (which may be subject to audit);
- (b) A summary of the Total Project Costs, including a breakdown of those Project costs that are being treated by City as City's Matching Amount; and
- (c) A list of final deliverables.

SECTION 6. CONSULTANT

If the Grant provided pursuant to this Agreement includes a Consultant's Amount, ODOT shall enter into a PSK with the Consultant to accomplish the work described in Exhibit A as being the responsibility of the Consultant. In such a case, even though ODOT, rather than City is the party to the PSK with the Consultant, ODOT and City agree that, as between themselves:

- A. Selection of the Consultant will be conducted by ODOT in accordance with ODOT procedures with the participation and input of City;
- B. ODOT will review and approve Consultant's work, billings and progress reports after having obtained input from City;
- C. City shall be responsible for prompt communication to ODOT's Contract Administrator of its comments regarding (A) and (B) above; and
- D. City will appoint a Project Manager to:
 - (1) be City's principal contact person for ODOT's Contract Administrator and the Consultant on all matters dealing with the Project;

- (2) monitor the work of the Consultant and coordinate the work of the Consultant with ODOT's Contract Administrator and City personnel, as necessary;
- (3) review any deliverables produced by the Consultant and communicate any concerns it may have to ODOT's Contract Administrator; and
- (4) review disbursement requests and advise ODOT's Contract Administrator regarding payments to Consultant.

SECTION 7. ODOT'S REPRESENTATIONS AND COVENANTS

- A. ODOT certifies that, at the time this Agreement is executed, sufficient funds are authorized and available for expenditure to finance ODOT's portion of this Agreement within the appropriation or limitation of its current biennial budget.
- B. ODOT represents that the statement of work attached to this Agreement as Exhibit A has been reviewed and approved by the necessary official(s) of ODOT.
- C. ODOT will assign a Contract Administrator for this Agreement who will be ODOT's principal contact person regarding administration of this Agreement and will participate in the selection of the Consultant, the monitoring of the Consultant's work, and the review and approval of the Consultant's work, billings and progress reports.
- D. If the Grant provided pursuant to this Agreement includes a Consultant's Amount, ODOT shall enter into a PSK with the Consultant to perform the work described in Exhibit A designated as being the responsibility of the Consultant, and in such a case ODOT agrees to pay the Consultant in accordance with the terms of the PSK up to the Consultant's Amount.

SECTION 8. TERMINATION

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

- A. City fails to complete work specified in Exhibit A as its responsibility, in accordance with the terms of this Agreement and within the time specified in this Agreement, including any extensions thereof, or fails to perform any of the provisions of this Agreement and does not correct any such failure

within 10 days of receipt of written notice or the date specified by ODOT in such written notice.

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

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

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

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

SECTION 9. GENERAL PROVISIONS

A. Time is of the essence of this Agreement.

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

C. ODOT and City are the only parties to this Agreement and are the only parties entitled to enforce the terms of this Agreement. Nothing in this Agreement gives, is

intended to give, or shall be construed to give or provide any benefit or right not held by or made generally available to the public, whether directly, indirectly or otherwise, to third persons (including but not limited to any Consultant) unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.

D. Sections 5(H), 5(I), 5(K) and 9 of this Agreement and any other provision which by its terms is intended to survive termination of this Agreement shall survive.

E. The parties agree as follows:

(a) Contribution.

If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against ODOT or Grantee ("Notified Party") with respect to which the other party ("Other Party") may have liability, the Notified Party must promptly notify the Other Party in writing of the Third Party Claim and deliver to the Other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Each party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by the Other Party of the notice and copies required in this paragraph and meaningful opportunity for the Other Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to the Other Party's contribution obligation under this Section 9(E) with respect to the Third Party Claim.

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

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

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

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

(2) Any party bringing a legal action or proceeding against any other party arising out of or relating to this Agreement shall bring the legal action or proceeding in the Circuit Court of the State of Oregon for Marion County (unless Oregon law requires that it be brought and conducted in another county). Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.

(3) Notwithstanding Section 9.E (b)(2), if a claim must be brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for the District of Oregon. This Section 9.E(b)(3) applies to a claim brought against the State of Oregon only to the extent Congress has appropriately abrogated the State of Oregon's sovereign immunity and is not consent by the State of Oregon to be sued in federal court. This Section 9.E(b)(3) is also not a waiver by the State of Oregon of any form of defense or immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

(c) Alternative Dispute Resolution.

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

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

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

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

City

City of Ontario

By: _____
(Official's Signature)

(Printed Name and Title of Official)

Date: _____

Contact Names:

Cheryl Jarvis-Smith
ODOT Region 5
3012 Island Avenue
La Grande, Oregon 97850
541.963.1574
541.963.9079
Cheryl.Jarvis-Smith@odot.state.or.us

Betsy Roberts
City of Ontario
444 SW 4th Street
Ontario, Oregon 97914
208.383.6334
541.889.3488
betsy.roberts@jacobs.com

ODOT

STATE OF OREGON, by and through
its Department of Transportation

By: _____
Jerri Bohard, Division Administrator or
designee
Transportation Development Division

Date: _____

ATTORNEY GENERAL'S OFFICE

Approved as to legal sufficiency by the
Attorney General's office.

By: Approved for legal sufficiency by
Sam Z. via email _____
(Official's Signature)

Date: Email approval 11/26/19

Exhibit A
STATEMENT of WORK and DELIVERY SCHEDULE
for
TGM 5A-18
City of Ontario
Active Transportation Update and
East Idaho Avenue Refinement Area Plan

Definitions and Acronyms

Agency or ODOT – Oregon Department of Transportation
APM – Agency Project Manager
City– City of Ontario
DLCD – Department of Land Conservation and Development
GIS – Geographical Information System
I-84 – Interstate 84
MMLOS – Multi-Modal Level of Service
PMT – Project Management Team
Project - Active Transportation Update and East Idaho Avenue Refinement Area Plan
QMA – Qualitative Multi-Modal Assessment
SRTS – Safe Routes to School
TAC – Technical Advisory Committee
TGM – Transportation Growth Management
TM – Technical Memorandum
TPAU – Transportation Planning Analysis Unit
TSP – Transportation System Plan
UGB – Urban Growth Boundary

Name: Address: Phone: Fax: Email:	Agency’s Project Manager (“APM”) for the WOC Cheryl Jarvis-Smith ODOT Region 5 3012 Island Avenue La Grande, Oregon 97850 541.963.1574 541.963.9079 Cheryl.Jarvis-Smith@odot.state.or.us	Name: Address: : Phone: Fax: Email:	Consultant’s Project Manager (“PM”) for the WOC Nick Foster Kittelson & Associates, Inc. 101 South Capitol Blvd, Ste 600 Boise, Idaho 83702 208.472.9812 208.338.2685 nfoster@kittelson.com
	Contract Administrator for the WOC		Alternate Contact for

Name:	Cheryl Jarvis-Smith, Contract Administrator	Name:	Consultant
Phone:	541.963.1574	Phone:	Matt Hughart
Email:	Cheryl.Jarvis-Smith@odot.state.or.us	Email:	503.228.5230 mhugart@kittelsohn.com
Name:	Local Project Manager		
Address:	Betsy Roberts City of Ontario 444 SW 4 th Street Ontario, Oregon 97914		
Phone:	208.383.6334		
Fax:	541.889.3488		
Email:	betsy.roberts@jacobs.com		

PROJECT DESCRIPTION and OVERVIEW of SERVICES

Agency is contracting with Consultant for Services in connection with the following project (the “Project”):

Project Purpose and Transportation Relationship and Benefits

The Active Transportation Update and East Idaho Avenue Refinement Area Plan (“Project”) is to ensure the City of Ontario (“City”) has adequate planned transportation facilities to support planned land uses over the next 20 years. Project will update City’s Transportation System Plan (“TSP”), adopted in 2006, and amended in 2009 with incorporation of Downtown Revitalization Plan. Project will develop a standalone plan with:

- An Active Transportation element to meet current City goals and to address changed conditions and which will incorporate City’s 2018 Parks and Recreation Master Plan recommendations. The enhanced streetscape will provide safe and convenient walking, biking and public transportation opportunities that support a healthy lifestyle and more vibrant community.
- A refinement plan to be incorporated into the 2006 TSP for improved active transportation connectivity citywide and refinements to the East Idaho Avenue Corridor (US Highway 30) to develop future streetscape improvements.

Project Area

Project Area for the Active Transportation update encompasses lands within City’s Urban Growth Boundary. Particular attention is provided to the following subarea:

The East Idaho Avenue Refinement Area, which consists of the East Idaho Avenue Corridor, US 30 and adjacent properties between the interchange with Interstate 84 (“I-84”) and the Snake River Ontario Bridge, the border with Idaho.

Background

The 2006 TSP no longer reflects current growth, development, and other transportation planning changes that have occurred in City, region and State of Oregon since that time. The 2006 TSP no longer provides the comprehensive transportation planning direction that City requires to determine travel and safety improvements.

Malheur County is identified by the Oregon Business Development Department as an economically distressed county. The number of residents depending on a mode of transport besides a motorized vehicle is typically higher in distressed communities. Improved connectivity of bicycle and pedestrian facilities throughout the community and an updated streetscape on East Idaho Avenue would result in safer, more inviting ways to get around without a car or truck. Research shows that improved connectivity and improved safety of walking, biking and transit facilities results in increased use of non-vehicular transportation.

Active Transportation Update

Project will look at active transportation modes in City and incorporate bicycle and pedestrian recommendations from 2018 Parks and Recreation Master Plan. 2018 Parks and Recreation Master Plan was developed with an eye to improving multimodal transportation options within the community and creating transportation and recreation opportunities that support a healthy lifestyle and more vibrant community. Incorporating this information into the 2006 TSP allows for an integrated approach to providing choice of means of transportation in and around City, including public transportation.

There are several connectivity projects that will be fully developed and completed within the next 2 to 3 years. These include pedestrian and bicycle improvements along SE 5th Avenue from SE 5th Street to SE East Lane as well as improvements on SE 2nd Street from approximately East Idaho Avenue to SE 9th Avenue.

City would like to build on these projects and continue to expand connectivity. City is interested in applying for trail grants based on trails identified in 2018 Parks and Recreation Master Plan. City will incorporate the 2018 Parks and Recreation Master Plan elements into the 2006 TSP to improve on-street connections to the identified trails, which will enhance the likelihood of grant award.

Malheur County Rural Road District #2 will be a key stakeholder regarding extension of bicycle and pedestrian facilities that cross over County jurisdiction where small County in-holdings still exist.

Project must be coordinated with Malheur Coordinated Human Services Public Transportation Plan Update, if this update occurs while Project is ongoing.

East Idaho Avenue Refinement Area

I-84 runs north and south along the eastern side of City. Most “heavy commercial” zoned property, where development has occurred at a fast pace in the last 10 years, is located on the eastern side of I-84. Over 20 new businesses have opened in this area. Most residential-zoned property in City is located west of I-84.

East Idaho Avenue and SE 5th Avenue, a parallel street which crosses I-84, provide access between the residential area to the west of I-84 and local businesses to the east of I-84. Improvements to the transportation network serving the heavy commercial areas on either side of East Idaho Avenue would help to address growth in the area.

There is heavy vehicular traffic to the businesses via Goodfellow Street and East Lane. A safe connected network for people walking and cycling between East Idaho Avenue and the businesses would help people get where they are trying to go. In addition, a possible looped route back to downtown could be completed using SE 5th Avenue. Enhanced connectivity between these two land uses would support the community with the balanced and interconnected transportation networks necessary for mobility, equity and economic growth.

Currently, East Idaho Avenue mainly provides access across the interstate to motor vehicles. City would like to plan for better multimodal links between the downtown core and the commercial growth. A traffic study on East Idaho Avenue would allow City to understand the timing for currently proposed left turn lanes along this route, given recent growth and development.

Construction of left turn lanes significantly impacts the shape of the street cross section, and City’s opportunity to construct streetscape improvements. City has developed plans for implementation of streetscape improvements on East Idaho Avenue, but will need to understand if current curb and gutter line will be moving to accommodate additional lanes.

The Oregon Department of Transportation (“ODOT”) is moving to reduced irrigation and native landscapes around their facilities, and City would like to integrate that type of landscaping and create a more cohesive look from the Interstate along East Idaho Avenue as part of the improvements to save costs for irrigation and maintenance.

City does not want to build improvements that will need to be demolished to widen the pavement, so timing is critical. City, in conversation with ODOT, would examine an

improved streetscape that provides additional connectivity via sidewalks, bicycle facilities and sustainable stormwater treatment and handling.

Project Objectives

- Develop an integrated approach for providing travel choices in and around City to support a healthy lifestyle and more vibrant community.
- Improve safety, user-friendliness and comfort of active transportation modes for all ages.
- Interconnect high quality safe routes to school, transit infrastructure and access to downtown.
- Add safe and more inviting walking and bicycling facilities between the east and west sides of the Interstate.
- Design an improved streetscape for East Idaho Avenue to create a cohesive look, better multimodal links and integrate sustainable stormwater management practices.
- Support mobility choices for all, especially the underserved and those with limited options.
- Extend trail networks, convenient pathways, greenway access points, and open space connections.
- Amend the TSP to maintain and enhance the community's economic growth, livability, and vitality.
- Create partnership projects through land use and coordinated delivery process.

Project Expectations

This statement of work describes the responsibilities of all entities that are involved in this project, unless otherwise specified:

Expectations about Written and Graphic Products

Consultant shall provide all interim text deliverables electronically, in MSWord and PDF or as otherwise agreed to by Project Management Team ("PMT"), simultaneously to both City and Agency's Project Manager ("APM").

Project deliverables, including Technical Memorandums ("TM") must be written concisely and use a simple and direct style, both to minimize the length of the final document and to make the document understandable to as large an audience as is reasonable. Where possible, information must be presented in tabular or graphic format, with simple and concise accompanying narratives.

Consultant shall write materials intended for the public, such as meeting presentations, at no higher than a high school grade level using the Flesch–Kincaid Grade Level Formula.

Consultant shall provide all schematic, street section, maps, and other concept graphic deliverables electronically in AutoCAD, MicroStation, Photoshop or Illustrator-compatible files (for design drawings only), a Geographical Information System (“GIS”) format (for maps), and PDF format to both City and APM simultaneously. Other formats may be acceptable as determined by PMT. All maps and graphics must be clear and understandable. All maps and graphics must be readable and reproducible in commonly available paper sizes (8 ½”x11” or 11”x17”).

All interim products must be available to City for display at City Hall, where the public meetings occur, and other display sites or areas City determines are appropriate. Any and all materials that are designed for distribution to the public must be provided in a low-resolution PDF format small enough for display on, and easy download, from City’s website.

Consultant shall provide any GIS layers used for inventory and graphic deliverables (i.e. Bicycle Level of Traffic Stress (“LTS”), Qualitative Multimodal Assessment (“QMA”) and Multimodal Level of Service (“MMLOS”) to City, ODOT Transportation Planning Analysis Unit (“TPAU”), and the ODOT Geographic Information Services Unit.

Adoption Ready: Final plans and amendments to plans must be prepared as final policy statements of the local government and must not include language such as “it is recommended...” or “City should....” New and amended land development code language must be prepared as final regulatory statements of the local government. Final plan, plan amendments, land development code, and land development code amendments must include all necessary amendments or deletions to existing local government plans or land development code to avoid conflicts and to enable full integration of proposed plan with existing local government documents.

The following text must appear in the final version of all final deliverables:

“This project is partially funded by a grant from the Transportation and Growth Management (“TGM”) Program, a joint program of the Oregon Department of Transportation and the Oregon Department of Land Conservation and Development. This TGM grant is financed, in part, by federal Fixing American’s Surface Transportation Act (“FAST-Act”), local government, and State of Oregon funds.

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

Final plans, headers and footers, graphics, and other deliverables must not include Consultant names and logos, or TGM or ODOT logos or project codes. Those items may only be on the acknowledgement page.

At the conclusion of Project, Consultant shall provide an electronic version of each of the final deliverables in a format(s) that allow future manipulation of the text and maps. All final materials must be created with the intent to display them on City's website.

Expectations about Project Management, Meetings, and Public Involvement

A PMT comprised of APM, City Manager, Community Development Director and City's project manager, City Engineer, shall work in concert with the Consultant. PMT has the responsibility of guiding Project and providing direction on policy issues at various stages of Project.

Project utilizes a Technical Advisory Committee ("TAC") that will review work products and make recommendations to the Planning Commission and City Council. For efficiency, PMT and TAC meetings may be scheduled in sequence on the same trip or otherwise conducted electronically (e.g., via video conference).

Consultant shall schedule meetings (with logistical support from City), except as noted. City shall arrange and provide meeting space. City shall coordinate distribution of notice, including required notice, for all meetings.

Consultant shall send agenda and documents to be discussed to PMT prior to scheduled meetings. Consultant shall post on Project Webpage, agenda and documents for TAC and stakeholders prior to each meeting. Consultant shall prepare and provide summaries of meeting to PMT afterwards, except as noted.

Public involvement allows residents, businesses, property owners, and area stakeholders an opportunity to provide input into the planning process. City shall consider environmental justice issues, which is the fair treatment and meaningful involvement of all people regardless of race, color, national origin, or income, with respect to the development, implementation, and enforcement of environmental laws, regulations, and policies. Fair treatment means that no group of people, including a racial, ethnic, or a socioeconomic group, should bear a disproportionate share of the negative environmental consequences resulting from industrial, municipal, and commercial operations, or the execution of federal, state, local, and tribal programs and policies. Meaningful involvement means that: (1) potentially affected community residents have an appropriate opportunity to participate in decisions about a proposed activity that could affect their environment and health; (2) the public's contribution can influence the regulatory agency's decision; (3) the concerns of all participants involved will be considered in the

decision making process; and (4) the decision makers seek out and facilitate the involvement of those potentially affected.

The public involvement program must include specific steps to provide opportunities for participation by federal Title VI communities. City and Consultant shall utilize the ODOT Title VI (1964 Civil Rights Act) Plan guidance to identify Title VI populations, formulate public involvement strategies, and report outreach efforts to, and participation by, Title VI communities.

Expectations about Analysis

Consultant shall be aware of ODOT design standards, both geometrical and operational, for work involving state highways. Final versions of the Consultant transportation analysis must be stamped by an Oregon-registered Professional Engineer with license being current and in good standing, with expertise in civil or traffic engineering.

- Consultant shall provide all analysis work in electronic format to TPAU.
- Consultant shall allow two weeks for review of written and analysis deliverables or as agreed to by the APM.
- Consultant shall furnish written and electronic documentation for all assumptions, data, calculations, and results. This includes paper and computer files (i.e. spreadsheets and analysis software files).

Other Expectations

A Landscape Architect and an Urban Designer or Land Use Planner shall conduct analysis appropriate for those disciplines. A facilitator shall support the public engagement and communications process, as well as Project's online presence.

TASKS, DELIVERABLES and SCHEDULE

Task 1 Reconnaissance

1.1 PMT Meeting #1: Initiation (Teleconference)

Consultant shall prepare a refined project schedule. Consultant shall schedule and conduct PMT Meeting #1: Initiation by teleconference to kick-off Project. The purpose of PMT Meeting #1 is to ensure Project Objectives, statement of work, roles, assignment and deliverables are clearly understood and to review data requirements, documents and maps. Consultant shall discuss a refined project schedule of events, including dates for the Task 2 meetings. PMT shall confer about TAC participants, and upcoming work in Tasks 1 and 2.

1.2 Background Information

City shall compile Background Information and provide Consultant the key documents referenced below for use in developing the Active Transportation Update and East Idaho Avenue Refinement Area Plan and accompanying policy background for Project:

City

- 2007 Comprehensive Plan
- Zoning, Land Use and Municipal Code
- Road Standards
- 2006 TSP
- 2008 Urban Reserve Area and Traffic Circulation System Expansion Study
- 2009 Downtown Revitalization Plan
- 2010 Safe Routes to School Plan
- 2004 East Ontario Commercial Area Traffic Study
- 2004 East Idaho Avenue Traffic Study
- 2018 Parks and Recreation Master Plan
- 2007 Ontario Urbanization Report
- 2017 Ontario Update to Marketplace Profile (Economic Leakage Report)
- Ontario Community Strategic Plan
- 2016 Ontario Downtown Revitalization Outreach Workshop Memorandum
- Capital Improvement Program
- Site plans or pending applications
- ArcView and AutoCAD or Micro station databases, including layers for parcel boundaries, right-of-way, easements, improvements (water and sewer), parks, public facilities
- Available City and County GIS data (some flood plain, land use, etc.)
- Any other relevant local plans, studies, and inventories related to Project.

County

- 2000 Malheur County TSP
- 2016 Malheur Council on Aging and Community Services Proficiency Plan for Public Transportation Services
- 2016 Malheur/Payette Coordinated Transit Plan

State

- Oregon Transportation Plan
- Oregon Highway Plan
- Oregon Bicycle and Pedestrian Plan
- 2012 Highway Design Manual
- Oregon Bicycle and Pedestrian Design Guide
- Oregon Public Transportation Plan
- Oregon Transportation Options Plan

- Oregon Transportation Safety Action Plan
- Transportation Planning Rule (Oregon Administrative Rule Chapter 660, Division 012, and No Reduction of Vehicle-Carrying Capacity (Oregon Revised Statute 366.215) (available at Oregon.gov/odot/mct/documents/ORS366Guidance).
- Right-of-way information for US 30 (E Idaho Avenue) from I-84 to the Snake River Bridge in GIS, AutoCAD, or MicroStation.

City shall provide this information to Consultant to review before work commences on Task 2.

1.3 TM #1: Public Involvement Plan

City shall develop a brief memo outlining the public process and public involvement program. TM #1 must include a simple project schedule and process diagram and highlight public involvement opportunities. The decision-making process and committee/stakeholder representation must be included in TM #1.

City shall provide draft TM #1 to PMT for review and shall make revisions to TM#1 to incorporate comments from PMT.

1.4 Project Webpage

City shall develop and maintain a Project Webpage. Initial material provided by City for Project Webpage must include an overview of Project Objectives, refined project schedule showing major tasks and tentative dates for public meetings and deliverables, and a list of Project deliverables.

City shall maintain a log of public comments received through Project Webpage and forward to Consultant to incorporate into summaries of public input prepared after each outreach event.

TAC materials and public outreach notices must be posted on Project Webpage prior to meetings.

1.5 Public Outreach and Stakeholder List

City shall prepare updates throughout Project to provide information, project status and announce meetings in the Argus Observer newspaper, City Facebook page, Chamber of Commerce website, school announcements, and other community newsletters.

City shall maintain a Stakeholder List of all interested and involved citizens to invite to participate in Project meetings and workshops, including representatives of City's emergency management services, Malheur County (Judges, Health District, Road Master, Economic Development Director, Planning), City of Fruitland, Idaho Transportation Department, Snake River Transit, Treasure Valley Transit, Arrow Express, Sprinter

Shuttle Services, Boise Metro Shuttle, Commuteride, Ontario Library District, Treasure Valley Community College, Ontario School District, Owyhee Irrigation District, Neighborhood Association(s), service and civic groups (for example Lions, Veterans organizations, churches), local businesses, school groups (for example Parent Teacher Associations, Booster Clubs, Future Business Leaders of America, Future Farmers of America, High School Class Officers), Malheur County Fairgrounds Board, Malheur Council on Aging and Community Services, local artists, Revitalize Ontario, people concerned about skateboarding, bicycling and walking, and others identified by PMT.

1.6 TAC Roster

City shall form the TAC, a committee consisting of individuals from a variety of agency and community organizations, as well as individuals representing special interests relevant to Project. TAC will meet to review Project deliverables and provide guidance on legal requirements, generally accepted methods of analysis, inter-jurisdictional coordination and similar technical issues.

City shall invite up to 15 stakeholders to participate on the TAC and shall prepare and submit a draft roster to PMT for review and comment. TAC is expected to include representatives of Public Works, Planning Commission, City Council, Malheur County Health Department, ODOT District 14, Ontario School District, Department of Land Conservation and Development (“DLCD”), Snake River Transit, Ontario Chamber of Commerce, local artists, Owyhee Irrigation District, Old Owyhee Irrigation, and Ontario residents concerned about skateboarding, bicycling and walking.

City Deliverables

- 1.1 PMT Meeting #1: Initiation (Teleconference)
- 1.2 Background Information
- 1.3 TM #1: Public Involvement Plan
- 1.4 Project Webpage
- 1.5 Public Outreach and Stakeholder List
- 1.6 TAC Roster

Consultant Deliverables

- 1.1 PMT Meeting #1: Initiation (Teleconference)

Task 2 Context and Site Analysis

2.1. Existing Transportation System Inventory and TSP Existing Inventory Maps

Existing Transportation System Inventory

City shall update the inventory of the existing transportation system within Project Area. City shall provide Existing Transportation System Inventory to Consultant.

Inventory of Project Area must include the following elements in GIS, as available from the City (i.e., the Consultant will not collect this data):

Land and Population

- o In-process, developed, undeveloped (vacant), underutilized, and lands that are undevelopable
- o Zoning, and special overlay areas
- o Tax Assessor information (Parcels and Ownerships) for Project Area

Existing Street Network

- o Location and jurisdictional responsibility
- o Functional classification
- o Designated Freight routes
- o Number of travel lanes on Arterial and Major Collector roadways
- o Medians
- o Posted speeds along state highways and major collector roads
- o Traffic control devices, including rectangular rapid flashing beacons, pedestrian hybrid beacons (aka HAWK beacons), and other pedestrian beacons
- o Right-of-way widths

Existing Bicycle, Pedestrian and Equestrian Network

- o Sidewalk locations (including which side of the road)
- o Bike lane locations

Transit Services

- o Snake River Transit Ontario Loop fixed bus route existing and planned transit facilities and services (*City to obtain from Treasure Valley Transit and Malheur Council on Aging*)
- o Existing transit hub facility, any park-and-pool locations, and regional transit services (*City to obtain from Treasure Valley Transit and Malheur Council on Aging*)

City shall identify changes to the existing transportation facilities inventory data (described in electronic format) that occurred since the 2006 TSP was updated in 2009 and provide to Consultant.

Consultant Inventory

Consultant shall complete the following inventory elements:

- o Cursory review of Environmental barriers readily identifiable from existing resources, including:
 - o Cultural/Historical sites

- o Goal 5 natural resource areas, including wetlands, riparian areas and wildlife habitat
- o Natural hazards, including floodplains and floodways, steep slopes and other landslide prone areas, and any other natural hazard areas identified in local hazard mitigation planning or similar documents
- o Hazardous material sites
- o Activity centers that are likely destinations for bicyclists and pedestrians, such as schools, parks, commercial centers and neighborhood centers
- o Location of Title VI (minority and transportation-disadvantaged) populations; and
- o Historic and projected population growth patterns based on readily available US Census or other demographic data
- o Whether there is on-street parking along streets with bike lanes or streets with more than two travel lanes.
- o Whether there is a buffer between sidewalk and the road on Arterial and Major Collector Roadways

Inventory Assumptions for LTS Analyses

Consultant will make the following assumptions regarding elements necessary for the LTS analyses and not provided in the City's inventory or collected by the Consultant as described above:

- o Speeds on Minor Collectors and Local streets are 25 MPH or less, unless otherwise provided by the City.
 - o There is not a buffer between the sidewalk and roadway on Minor Collector and Local streets.
 - o All cross-sectional element (e.g., sidewalk, bike lane, parking, travel lane) widths are consistent with City's current standards identified in 2006 TSP, unless otherwise provided by City.
 - o Minor Collector and Local streets are two lanes wide.
 - o For intersection LTS:
 - o The midpoint volume range for a given roadway width will be assumed unless other volume data is provided.
- Crossings will be assumed to be unmarked and otherwise untreated unless information is provided to Consultant.

TSP Existing Inventory Maps

Consultant shall update bike, pedestrian, transit and functional classification 2006 TSP maps and produce TSP Existing Inventory Maps in GIS format. Consultant shall summarize inventory in tabular Excel format, with an accompanying narrative at no higher than a high school grade level using the Flesch-Kincaid Grade Level Formula (simple and concise).

Consultant shall contact ODOT Geographic Information Service Unit to obtain available GIS layers that are not already supplied by City.

Consultant shall field verify those elements of the inventory (i.e., sidewalks, bike facilities, and crossings controlled by a signal or beacon) provided by the City that are critical to preparing the active transportation update on arterial and collector roadways.

Consultant shall provide TSP Existing Inventory Maps to PMT for review as part of TM #2 and make revisions to address comments from PMT.

2.2 Transportation Technical Standards Coordination

Consultant shall prepare Transportation Technical Standards Coordination, a memo documenting methodology and assumptions consistent with the Sample Methodology Memorandum -

https://www.oregon.gov/ODOT/Planning/Documents/APMv2_App2C.pdf - in ODOT's Analysis Procedures Manual to be used for existing conditions for citywide active transportation analysis and the East Idaho Avenue (US 30) refinement area (i.e. seasonal factors used, demographic categories), future conditions (i.e. volume development and post-processing methodology, transit demand), alternative analysis (i.e. peak hour factors, analysis parameters, calibration, etc.).

Transportation Technical Standards Coordination must include existing and future analysis methodologies to examine transportation network in terms of access to bicycle, pedestrian, and transit mobility and assumptions for LTS, QMA, MMLOS, and pedestrian walking speeds for gap analysis in Project Area.

Transportation Technical Standards Coordination is expected to state:

- o Analysis must be consistent with Agency's Analysis Procedures Manual - <https://www.oregon.gov/ODOT/Planning/Pages/APM.aspx> - and Highway Capacity Manual 6th Edition methodologies. Intersection volume to capacity ratios must be calculated manually, unless using software that computes them. State Highway vehicle classification data (truck percentages) for I-84 is available at: <http://oregon.gov/ODOT/TD/TDATA/Pages/tsm/tvt.aspx>
- o Consultant shall use the LTS methods in the Agency's Analysis Procedures Manual to assess the pedestrian and bicycle conditions on on-street and path segments and intersections on Arterial and Major Collector roadways.
- o Segment crash rates must be compared with ODOT's crash rate Table II for similar facilities. Intersection crash rates must be compared with the 90th percentile crash rates in Agency Analysis Procedure Manual.
- o Future volumes in TM #10 must be created using a Level 2 cumulative process building on the future baseline condition volumes considering the trip generation impacts of proposed uses.

Consultant shall submit to and obtain approval of methodology from TPAU and Region 5 Traffic Section prior to beginning TM #2 analysis.

2.3 TM #2: Baseline Transportation Assessment

Consultant shall prepare TM #2: Baseline Transportation Assessment, an assessment of the baseline existing and planned transportation system, including the presence of transit supportive conditions. Assessment must be consistent with Transportation Technical Standards Coordination.

East Idaho Avenue Refinement Area Analysis

ODOT will collect 24-hour intersection classification counts and speed data on East Idaho Avenue between I-84/East Idaho Avenue Interchange to Snake River, including turning vehicular volume, bicycles, and pedestrians, and gap data at multiple locations:

US 30 & Southbound I-84 ramp terminals
US 30 & Northbound I-84 ramp terminals
US 30 & Goodfellow Street
US 30 & NE East Lane

City shall collect intersection counts for the morning and afternoon peak hours for:

SE 5th Avenue & SE East Lane
SE 13th Street & S 5th Avenue.

Consultant shall use traffic counts to prepare volume to capacity analysis including comparison with Oregon Highway Plan volume to capacity targets.

Consultant shall identify local freight route Oregon Revised Statute 366.215 designations and turning movement constraints for East Idaho Avenue (US 30), as provided to Consultant by City and ODOT.

Multi-Modal Assessment

Consultant shall conduct a QMA to analyze transit conditions and the LTS methods (for the portions of the network for which data is available) to analyze bike and pedestrian conditions within Project Area. Consultant shall prepare the QMA and LTS Maps.

Transit

Consultant shall identify existing transit services within and connecting to Project Area, underserved areas, current ridership patterns (as available from the transit

service providers) and transportation-related census data (citywide demographics and current commute patterns). Consultant shall provide a qualitative assessment of the strengths and weaknesses of baseline existing and planned transit facilities (transit stops, transit center and park-and-ride facilities).

Capacity and Safety

Consultant shall obtain the most recent five years of available crash data from ODOT's Crash Analysis and Reporting Unit. Consultant shall identify crash patterns, especially any involving bicyclists and pedestrians.

Consultant shall identify roadway, railroad, canal and waterway (Snake River and Malheur River) crossing safety issues, and constraints. Consultant shall summarize information on existing facilities, including under-served areas, activity centers and destinations points.

Mobility and Accessibility

Consultant shall document City-identified utility easements, ditches, levees, and other under-utilized right-of-ways that could provide potential off-street greenway path sections, including a separated regional trail facility.

Consultant shall build upon the baseline existing condition assessment and conduct a preliminary assessment to identify availability and need for related features (e.g., park-and-ride areas, electric vehicle charging stations) if such a need can be readily identified using data from the previous analyses. Consultant shall identify the potential Oregon Highway Plan highway segment designations, if necessary.

Consultant shall summarize identified transportation system deficiencies and planned improvements based on the 2006 TSP. Consultant shall identify areas of potential right-of-way constraints due to encroachment, topography issues, bridge restrictions, or other physical barriers.

TM #2 must include illustrations to clearly explain opportunities and constraints.

Consultant shall provide TM #2 to PMT for review and shall make revisions to TM #2 to address comments from PMT.

2.4 Active Transportation and Transit Toolbox

Consultant shall develop Active Transportation and Transit Toolbox, identifying typical active transportation and transit development features. Consultant shall assemble photographic and illustrative examples of these design elements, with text explaining

pros and cons for use, including necessary right-of-way and other factors to consider in development of alternatives.

Consultant shall include Active Transportation and Transit Toolbox as an attachment to TM #2 and shall provide to PMT for review and make revisions to address comments from PMT.

2.5 Draft TM #3: East Idaho Avenue Refinement Area Land Use Assessment

Consultant shall prepare Draft TM #3: East Idaho Avenue Refinement Area Land Use Assessment, a review of existing conditions, opportunities and constraints governing planning of land to accommodate quality development and active transportation. The assessment must identify opportunities to improve the East Idaho Avenue Refinement Area's aesthetics and function; and include a review of available existing data and information.

Consultant shall assess development potential and feasibility based on site criteria such as location, parcel size, availability, utilities, zoning and other factors, including certain conditions of intergovernmental agreements with transportation providers and special districts, and requirements for access to urban services. The assessment must strive to identify potential resource management opportunities and issues that may need to be addressed in future project refinement, design and construction.

Consultant shall explore opportunities to promote efficient land use that further the Project Objectives. Consultant shall review regulatory conditions, including current policy and plans; identify surrounding urban characteristics, general physical conditions of existing structures, possible environmental impact and permitting issues related to current environmental regulations or existing natural resources, as identified by City staff, locations of recent and ongoing development, and other appropriate and relevant factors. This analysis will be coordinated with Task 2.6.

This assessment must entail examples of potential changes in development code and design standards, as needed to create opportunities that can be supported and are consistent with the community's vision, including relevancy for quality development, transit supportive corridors, and sustainability. Consultant shall explore implications of changing demographics and general prospects for applying strategies which protect and enhance downtown; and encourage efficient land use and transportation services within the context of East Idaho Avenue Corridor.

Consultant shall provide Draft TM #3 to PMT for review and shall make revisions to TM #3 to address comments from PMT.

2.6 TM #4: East Idaho Avenue Refinement Area Natural and Cultural Assessment

Consultant shall review Background Information, as described in Task 1.2, and prepare TM #4: East Idaho Avenue Refinement Area Natural and Cultural Assessment, identifying opportunities to incorporate sustainable green features to enhance nature and cultural resource management. The assessment must include a review of available existing data and information. Consultant shall identify potential resource management opportunities and issues that may need to be addressed in future project refinement, design and construction.

The East Idaho Avenue Refinement Area Natural and Cultural Assessment must address:

- Federal Emergency Management Agency floodplains and floodway designations
- Wetlands and waterways and associated regulations
- Habitat potential for threatened and endangered species, as well as regulations associated with their protection
- Known hazardous material sites
- Known cultural and historic resources or potential for these
- Topographic constraints (i.e. steep slopes)
- Socioeconomic considerations, Title VI populations and Environmental Justice populations in and adjacent to the East Idaho Avenue Corridor and transportation facilities used by identified populations

East Idaho Avenue Refinement Area Natural and Cultural Assessment must identify significant environmental issues that may enhance or conflict with full development of the East Idaho Avenue Refinement Area. The results are designed to apprise City of the scope of potential permitting issues, expected order of magnitude of environmental mitigation measures, and areas needing refinement or more specific environmental analysis prior to land use development and associated infrastructure development.

Consultant shall provide TM #4 to PMT for review and shall make revisions to TM #4 to address comments from PMT.

2.7 East Idaho Avenue Refinement Area Land Use Utilization Map

City shall provide East Idaho Avenue Refinement Area Land Use Utilization Map showing land divisions, parcel and ownership base data, location of buildable lands classified according to status (vacant, redevelopable), in reproducible format. East Idaho Avenue Refinement Area Land Use Utilization Map must show the locations of recent and ongoing development, classified by type and other appropriate factors.

East Idaho Avenue Refinement Area Land Use Utilization Map shall be appended to TM #3. City shall provide electronic East Idaho Avenue Refinement Area Land Use Utilization Map to PMT for review and shall make revisions to address comments from PMT.

City Deliverables

- 2.1 Existing Transportation System Inventory
- 2.3 TM #2: Baseline Transportation Assessment Comments
- 2.7 East Idaho Avenue Refinement Area Land Use Utilization Map

Consultant Deliverables

- 2.1 TSP Existing Inventory Maps
- 2.2 Transportation Technical Standards Coordination
- 2.3 TM #2: Baseline Transportation Assessment
- 2.4 Active Transportation and Transit Toolbox
- 2.5 Draft TM #3: East Idaho Avenue Refinement Area Land Use Assessment
- 2.6 TM #4: East Idaho Avenue Refinement Area Natural and Cultural Assessment

Task 3 Outreach

3.1 Draft TM #5: Vision Statement and Guiding Principles

Consultant shall review Background Information and prepare Draft TM #5: Vision Statement and Guiding Principles to guide Project. Draft TM #5 must include a proposed Vision Statement, goals and an overview of Background Information, with emphasis on healthy lifestyle, to create an inviting environment (including landscape and site design) that supports active transportation. An Evaluation Matrix must be included to guide development and evaluation of solutions in Tasks 4 and 5. Evaluation Matrix must include criteria on the feasibility of implementation given Project Objectives, existing right-of-way, constraints of built environment, environmental impacts and mitigation, costs, risks, benefits, and other community goals as identified in earlier TMs.

Consultant shall provide Draft TM #5 to PMT for review and shall make revisions to TM #5 to address comments from PMT.

3.2 PMT Meeting #2: Project Tour

Consultant shall schedule and facilitate PMT Meeting #2: Project Tour as a site visit to share necessary information and advance understanding of local transportation and land use issues. Consultant shall field verify critical elements of the transportation system inventory within Project Area. PMT Meeting #2 is to discuss current land and street development standards, active transportation design needs for consideration in later tasks, connectivity constraints and potential strategies for linking systems, including transit access. Consultant shall solicit input on how the transportation system can support community economic growth and other goals, including infill development, recreation and quality public spaces.

PMT Meeting #2 must include a tour of Project Area. City shall coordinate transportation for the PMT tour. Consultant shall prepare and distribute a summary of the meeting, including attendees, matters discussed and actions taken.

3.3 TAC Meeting #1

Consultant shall schedule and conduct TAC Meeting #1. Consultant shall introduce Project and discuss Project Objectives and coordination. Consultant and City shall discuss how the Active Transportation Update and East Idaho Avenue Refinement Area Plan will be incorporated into the Comprehensive Plan, 2006 TSP, Zoning, Land Use and Municipal Code and capital improvement program to support community goals of vibrant places, quality development and transportation choices to support healthy living. TAC Meeting #1 must include discussion of TM #1, Existing Transportation System Inventory and TSP Existing Inventory Maps, TM #2, Draft TM #3, TM #4, East Idaho Avenue Refinement Area Land Use Utilization Map, and Draft TM #5. TAC members will be asked to identify any missing information they can provide for Draft TM #3 and to provide input on the Vision Statement and Guiding Principles in Draft TM #5. Consultant shall lead a discussion of the Public Involvement Plan and the TAC role and responsibilities.

City shall arrange and secure a meeting location for TAC Meeting #1. Consultant shall prepare agenda and meeting materials and post to Project Webpage before meeting. Consultant shall prepare and distribute a summary of the meeting, including attendees, matters discussed and actions taken.

3.4 Youth Workshop #1

Consultant shall conduct Youth Workshop #1 – two workshops with students in Ontario. One workshop will be for 5th graders and the other for High School students. The purpose of the workshops is to involve students in development of the Active Transportation Update and East Idaho Avenue Refinement Area Plan. Youth Workshop #1 must focus on creative visioning to establish options for meeting the needs of youth in the development of safe routes to school (“SRTS”), in particular the transit, bicycle, pedestrian, or skateboarding connections, including greenways enhancements. Consultant shall explore opportunities to create quality public spaces and walkable community design alternatives. Consultant shall lead exercises to solicit input on issues, needs, and concerns of youth and potential solutions.

City shall coordinate with the schools for students to participate in this learning experience during class time. Consultant shall involve relevant teachers in prep work for Youth Workshop #1 outreach activities.

Consultant shall prepare Youth Workshop #1 summary and provide to PMT.

3.5 Stakeholder Meeting #1: East Idaho Avenue Refinement Area

Consultant shall conduct Stakeholder Meeting #1: East Idaho Avenue Refinement Area. City shall coordinate invitations to assess transportation needs and interest and to identify opportunities for sustainable community development, including creating environments that people want to live, work and play in. Invited participants must include a cross-section of the East Idaho Avenue Refinement Area businesses, property owners, Malheur County Economic Development, Snake River Transit, Treasure Valley Transit, Arrow Express, Sprinter Shuttle Services, Boise Metro Shuttle, Commuteride, ODOT District 14 and other stakeholders.

Consultant shall prepare interview questions that will identify stakeholders' desired outcomes for East Idaho Avenue Refinement Area. Stakeholder discussion must include an exploration of land use opportunities, access issues, supportive connections, coordination opportunities, collaboration issues, and funding of potential improvements. Purpose of the Stakeholder Meeting #1 is to gain understanding from each stakeholder of their view of the planning opportunities and constraints.

Consultant shall prepare meeting summary and provide to PMT.

3.6 Stakeholder Meeting #2: SRTS

City shall schedule and conduct Stakeholder Meeting #2 to discuss SRTS related work. City shall invite participants which must include representatives of Treasure Valley Community College, school principals, Ontario School District Superintendent, Snake River Transit, parent teacher associations, booster clubs, Future Business Leaders of America officers, Future Farmers of America officers, high school/middle school class elected officers, Four Rivers Community School, Bicycle Club, County Health Department, School District bus driver(s), health practitioners, and residents of Ontario concerned about skateboarding, walking and bicycling.

Stakeholder discussion must include reviewing access issues related to safe routes, pedestrian crossing needs, exploring connectivity improvement options, supportive trail connections, access to transit, and traffic calming opportunities.

City shall distribute agenda and meeting materials in advance of Stakeholder Meeting #2. City shall prepare meeting summary and provide to PMT.

3.7 Community Workshop and Media Notice

City shall schedule and Consultant shall conduct Community Workshop. Community Workshop must include a combination of visual images, presentation, discussion and

activities designed to involve the public and stakeholders in a creative visioning and problem-solving process.

Consultant shall facilitate Community Workshop and present the Project Objectives, processes and timeframe. Consultant shall explain infill development concepts, site constraints and solicit public input on key content from Technical Memos #1-#5. Consultant shall introduce key concepts and develop a method to assess and respond to values and preferences of participants.

Consultant shall prepare Flier and Media Notice for City to post on Project Webpage. City shall also post Flier in prominent locations and coordinate distribution with schools for students to take Fliers home. City shall coordinate with the local media, including print and radio.

Consultant shall travel to Ontario for Community Workshop during the same trip as PMT Meeting #2 Project Tour, TAC Meeting #1, Youth Workshops #1, and Stakeholder Meetings #1 and #2.

3.8 Online Community Workshop

City shall plan and execute Online Community Workshop, which can be viewed at any time on a computer with internet service. Online Community Workshop must provide online access to graphic materials, presentations, and tools for providing input and feedback. Online Community Workshop must begin on the same day, and end no less than one week after, Community Workshop.

Consultant shall provide graphics and materials from previously produced deliverables to the City for posting in the online community workshop. Consultant shall develop questions, with input from City, for the workshop and review materials developed by the City for the online community workshop.

City shall publicize Online Community Workshop, host Online Community Workshop on Project Webpage, and provide PMT with a summary of feedback.

3.9 Final TM #3 and #5

Consultant shall prepare Final TMs #3 and #5 following Community Workshop and Online Community Workshop, incorporating feedback obtained and must be informed by the Project Objectives referenced in the “Background” section of this WOC on page 4). Consultant shall distribute a final version of Final TMs #3 and #5 to PMT for posting to Project Webpage.

3.10 PMT Meeting #3 (Teleconference)

Consultant shall arrange and conduct PMT Meeting #3 by teleconference to present and review feedback received during Task 3 and to prepare for work in Task 4. Consultant shall prepare and distribute to PMT members a meeting summary, including attendees, matters discussed and actions taken..

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City Deliverables

- 3.2 PMT Meeting #2: Project Tour
- 3.3 TAC Meeting #1
- 3.4 Youth Workshop #1
- 3.5 Stakeholder Meeting #1: East Idaho Avenue Refinement Area
- 3.6 Stakeholder Meeting #2: SRTS
- 3.7 Community Workshop and Media Notice
- 3.8 Online Community Workshop
- 3.10 PMT Meeting #3 (Teleconference)

Consultant Deliverables

- 3.1 Draft TM #5: Vision Statement and Guiding Principles
- 3.2 PMT Meeting #2: Project Tour
- 3.3 TAC Meeting #1
- 3.4 Youth Workshop #1
- 3.5 Stakeholder Meeting #1: East Idaho Avenue Refinement Area
- 3.7 Community Workshop and Media Notice
- 3.8 Online Community Workshop Graphics and Materials
- 3.9 Final TMs #3 and #5
- 3.10 PMT Meeting #3 (Teleconference)

Task 4 Design Concepts

4.1 TM #6: Draft Design Concepts

Consultant shall prepare TM #6: Draft Design Concepts, a written and illustrated report of land use and transportation improvements in Project Area, describing the pros, cons, and issues in matrix or other concise format. TM #6 must unify design, land uses and transportation connections which have community support and are reasonably likely given the future prospects of land development in City. This task does not include a financial feasibility analysis. TM #6 must identify ways to develop East Idaho Avenue Refinement Area with land use metrics, including gross acres to help the community envision future land use and transportation connections.

TM #6 must provide an overview of how the concept was developed, defining characteristics and key considerations related to future growth and development.

TM #6 must include Draft Design Concept Graphics to illustrate one concept (general desires for concept to be provided by City) of East Idaho Avenue Refinement Area. TM #6 must include an overall plan and enlargements of at least two specific areas in perspective or diagrammatic plan views. Draft Design Concepts Graphics must graphically depict proposed improvements with brief narrative descriptions and precedent images, including:

- Hardscape, waterway and greenscape improvements;
- Arrangement of transportation improvements, including circulation, crossings, parking and access configurations;
- US 30 Snake River Bridge
- Greenway access points, overlooks, footbridge and pedestrian crossings;
- Streetscape elements, including street trees, bus stop, bicycle racks, benches, illumination, public art and wayfinding; and
- Open space network, including private/public spaces, resource areas, parks and trails.

Draft Design Concept Graphics must be presented as an overlay (e.g. graphic or photo simulation overlay) of proposed improvements over the existing street and land use configuration. Consultant shall illustrate the location of the proposed facilities and connection to adjacent neighborhoods and activity centers. The various enhancements and roadway configurations must be provided as separate layers or drawings to illustrate key features.

TM #6 must include Gateway Treatment and Trail Access Graphic for linking East Idaho Avenue Refinement Area to linear open space and to extend access to the future multi-use trail network, including the Snake River greenway. Consultant must provide one graphic that matches the design concept developed for the Draft Design Concept. The Gateway Treatment and Trail Access Graphic, schematic drawing (sketch level plan view, bird's eye perspective, or street level perspective), must illustrate conceptual alignment for potential bikeways and pathway network, including trails, greenway and linear open space access improvements. Consultant shall illustrate the location of the proposed facilities and their connection to adjacent neighborhoods and biking and walking facilities.

As part of TM #6, Consultant shall prepare recommended standards to support and enhance vehicle, bicycle, pedestrian, and transit access for Project Area. Consultant shall review City's existing street standards to identify potential revisions. Street and Active

Transportation Standards must be based on City's existing standards for design and construction, the Oregon Bicycle and Pedestrian Design Guide (2012 Highway Design Manual Appendix N), National Association of City Transportation Officials Global Street and Bikeway Design Guides (<http://nacto.org>), and TGM Transit in Small Cities Primer. Street and Active Transportation Standards must be consistent with the Transportation Planning Rules.

Consultant shall prepare street- and transit-supportive standards of appropriate design treatments and cross sections with dimensions. Proposed standards must consider topographical constraints (steep slopes) and may include various design types including green street treatments, pervious surface, greenway and trails. The type of surface recommendations for particular facilities may vary based on location and site conditions.

Design elements must identify edge treatments for fencing or landscape buffer vs open boundary, railings, pedestrian scale lighting, wayfinding, crossing treatments, striping, furnishings, trail and river access, overlooks, footbridges, and other key features. Consultant shall identify key design and technical issues that must be resolved for implementation. These issues may include design standards, permitting or regulatory requirements, or engineering issues (e.g., retaining walls and stormwater management treatments).

Elements not consistent with City current standards must be noted and explained. Street and Active Transportation Standards must include general impacts and trade-offs of various design options, including benefits.

Consultant shall provide explanation and justifications that can be used in a design exception for State facilities, if proposed standards are different than 2012 Highway Design Manual. Consultant shall demonstrate how the design exception meets identified needs through the future design year.

APM shall coordinate review recommendations pertaining to state highways contained in Street and Active Transportation Standards with TPAU and ODOT Region 5 Roadway Design.

Consultant shall identify potential SRTS improvements based on issues identified in Stakeholder Meeting #2. Consultant shall prepare maps identifying location and types of possible improvements.

Consultant shall distribute TM #6 to PMT for review and make revisions to address comments.

4.2 TM #7: Healthy Community Impact Analysis

Consultant shall prepare TM #7: Healthy Community Impact Analysis, a general assessment of health-related transportation options that support a walkable community to improve public health and community livability objectives. TM #7 must include connections between transportation, public health and the built environment based on readily available research. The goal of TM #7 is to strengthen the plan and policy impact on community health and health-promoting places within Project Area.

Consultant shall reach out to two area partners, including Malheur County Public Health, to identify current health metrics. Interviews with these partners must identify opportunities to increase the physical and social activity of people in community. Consultant shall summarize the work in a handout describing the qualitative health benefits of investing in walkable places, high quality public spaces, and active transportation.

Consultant shall distribute TM #7 to PMT for review and make revisions to address comments.

4.3 Youth Workshop #2

City shall arrange and conduct Youth Workshop #2, two workshops with students in Ontario. One workshop is for 5th graders and the other for High School students. The purpose of Youth Workshop #2 is to present proposed SRTS and walkable community enhancements in TM #6. Youth Workshop #2 must specifically consider opportunities to create quality public spaces and focus on linkages to active transportation. City shall build upon Youth Workshop #1 and facilitate discussion for students to provide feedback on potential countermeasures and alternatives to address location-specific issues.

City shall coordinate with the schools for students to participate in Youth Workshop #2 during class time. City shall provide a summary of activities, information on number or type of participants, and comments or feedback to PMT.

4.4 TAC Meeting #2

Consultant shall schedule and conduct TAC Meeting #2 to review TM #6, TM #7, and to discuss TAC issues related to Project.

City shall arrange and secure meeting location for TAC Meeting #2. Consultant shall prepare agenda, meeting materials and post to Project Website prior to the meeting. City shall prepare and distribute meeting summary, including attendees, matters discussed and actions taken.

4.5 Community Open House #1 and Interactive Online Map

City shall arrange and Consultant shall conduct Community Open House #1 to introduce the land use and transportation concepts in TM #6: Draft Design Concepts. Consultant shall facilitate a discussion based on all materials produced in Task 4, designed to involve citizens and stakeholders in reviewing and assessing alternatives and strategies described in these work products.

Community Open House #1 will help citizens explore integrated transportation and healthy living community building opportunities, including enhancement of the public realm and high quality public places to create environments that people want to live, work and play in.

Consultant shall travel to Ontario for Community Open House #1 during the same trip as TAC Meeting #2. Consultant shall prepare Flier and Media Notice and post on Project Webpage. City shall post Fliers in prominent locations and coordinate distribution with schools for students to take Fliers home. City shall coordinate with the local media, including print and radio.

City shall prepare Interactive Map, an interactive on-line map for gathering public feedback about location-specific issues and transportation needs. City shall summarize comments received and provide to PMT. City shall link to the Interactive Online Map from Project Webpage.

4.6 Online Community Open House #1

City shall plan and post Online Community Open House #1 to review draft design concepts and Healthy Community Impact Analysis. Presentation materials used in Online Community Open House #1 must be posted to Project Webpage. Online Community Open House #1 must include a method to gather input. City shall summarize Online Community Open House #1 comments received and provide to PMT.

Consultant shall provide graphics and materials from previously produced deliverables to the City for posting in the Online Community Open House #1. Consultant shall develop questions with input from the City, for the workshop and review materials developed by the City for the online community workshop.

4.7 PMT Meeting #4

Consultant shall arrange and conduct PMT Meeting #4 to review feedback received during Task 4 and prepare for work in Task 5. Consultant shall prepare and distribute meeting summary.

City Deliverables

4.3 Youth Workshop #2

- 4.4 TAC Meeting #2
- 4.5 Community Open House #1 and Interactive Map
- 4.6 Online Community Open House #1
- 4.7 PMT Meeting #4

Consultant Deliverables

- 4.1 TM #6: Draft Design Concepts
- 4.2 TM #7: Healthy Community Impact Analysis
- 4.4 TAC Meeting #2
- 4.5 Community Open House #1
- 4.6 Online Community Open House #1 Graphics and Materials
- 4.7 PMT Meeting #4

Task 5 Concept Refinement

5.1 TM #8: Revised Design Concept

Consultant shall prepare TM #8: Revised Design Concept, a written report of the revision of TM #6: Draft Design Concept, incorporating Community Open House #1 input, Online Community Open House #1 input, and PMT direction. Consultant shall provide an overview of the revisions to the concept, defining characteristics and issues.

Consultant shall prepare Revised Design Concept Graphics based on TM #6, to illustrate an overall plan and enlargement of at least two specific areas in perspective or diagrammatic plan views of the East Idaho Avenue improvements, building upon Task 4 work and input.

TM #8 must include Revised Gateway Treatment and Trail Access Graphic for linking East Idaho Avenue Refinement Area to linear open space and to extend access to the future multi-use trail network, including the Snake River greenway, building upon Task 4 work and input. Consultant shall provide one graphic that matches the design concept developed for the Revised Design Concept.

As part of TM #8, Consultant shall update recommended standards to support and enhance vehicle, bicycle, pedestrian, and transit access for Project Area, including street cross-sections, building upon Task 4 work and input. TM #8 must include Preliminary Order of Magnitude Cost Estimates in matrix format for all improvements proposed in Project Area.

Consultant shall evaluate recommendations in TM #8 for consistency with TM #5: Final Vision Statement and Guiding Principles necessary to support infill development and active transportation improvements.

Consultant shall provide TM #8 to PMT for review and make revisions to address comments.

5.2 TM #9: Transportation Solutions Analysis

Consultant shall prepare TM #9: Transportation Solutions Analysis, an analysis of potential future transportation conditions considering operational needs and improvements for the Project Area, including enhancements necessary to provide bicycle and pedestrian access to transit facilities. Analysis must address the opportunities and needs identified in TM #2.

Consultant shall prepare analysis consistent with Task 2.2 Transportation Technical Standards Coordination. Improvements must address the standards, goals, and objective identified in previous TMs. The results must provide an in-depth assessment and evaluation of the recommendations considering the QMA and LTS gap analysis.

Consultant shall recommend connectivity improvements to City's active transportation network in Project Area, including the US 30 Snake River Bridge crossing with Idaho. The identified improvements must enhance intermodal connectivity for active transportation facilities, including the City's existing trail network, particularly routes that connect neighborhoods to activity centers. Consultant shall consider and identify site design factors that enhance accessibility for active transportation to serve all ability levels and provide a positive user experience.

Consultant shall recommend intermodal connectivity improvements between existing networks, as well as anticipated transit facilities. Consultant shall recommend general future active transportation improvements into and beyond Project Area in a way that supports intermodal connectivity.

Consultant shall propose specific locations and prototypes with design features and programs for active transportation facilities, general transit stop locations and park-and-ride locations. Consultant shall consider suggestions made during community meetings and outreach venues. TM #9 must include text explaining the rationale for proposing the improvements.

Consultant shall identify prospective active transportation connection routes, facility enhancements, crossing treatments and intersection improvements. Consultant shall identify potential East Idaho Avenue, Goodfellow Street, East Lane and SE 5th Avenue

crossing enhancements, including considering markings and device options for installing a marked crossing(s) following National Cooperative Highway Research Program Report 562 methodology and make preliminary recommendations.

Consultant shall combine technical descriptions and illustrations with maps or diagrams showing general alignments for each enhanced crossing with street or path markings and improvements necessary for safety and convenience. All natural feature crossing locations that require a culvert, footbridge or fill must be identified.

Any proposed project or solution elements that are not consistent with 2006 TSP must be itemized and explained. Consultant shall identify proposed changes to the 2006 TSP, including projects that should be removed or replaced. Consultant shall identify any critical projects from the 2006 TSP that are necessary to achieve Project goals and provide for active transportation connectivity.

Consultant shall consider suggestions made during community meetings and outreach venues. TM #9 must include text explaining the rationale for proposing improvements.

Consultant shall recommend the timeframe when each proposed improvement will be needed based on assumed development phasing. The intent of this review is to assist the community in understanding the engineering issues, determine critical infrastructure priorities, and identify short-term and long-term improvements for inclusion in context-sensitive project recommendations.

Consultant shall provide TM #9 to PMT for review and make revisions to address comments.

5.3 Draft Transportation Solutions Map

Consultant shall prepare Draft Transportation Solutions Map that identifies activity centers and proposed transportation system improvements. Draft Transportation Solutions Map must include annotated insets for clarity, as well as show intercity transit and opportunities for regional connections (arrows at edge of map).

Draft Transportation Solutions Map must be appended to TM #9. Consultant shall provide electronic Draft Transportation Solutions Map to PMT for review and make revisions to address comments.

5.4 Freight Stakeholder Packet

Consultant shall prepare Freight Stakeholder Packet for proposed improvements to state facilities consistent with Oregon Revised Statutes 366.215 – Creation of state highways, reduction in vehicle-carrying capacity. Freight Stakeholder Packet must include:

- Location map including highway milepoints.
- Brief description of problem, describing need for and importance of the proposed change, for example safety, operations, livability, economics.
- Brief description of the proposed change.
- Diagram of existing roadway cross section to include widths for travel lanes, shoulders, bike lanes, medians, parking, and curb to curb dimensions. Description of any existing structures or obstacles in the right of way, such as signs, guardrails, landscaping, or other roadside features. Diagram and description must include features beyond the face of curb, including overhang or off-tracking for over-dimensional loads.
- Information on pinch points on the highway near the proposed project.
- Diagram of proposed roadway cross section along with any existing or proposed structures or obstacles in the right of way, such as medians, landscaping, signs or other roadside features.

Consultant shall provide Freight Stakeholder Packet electronically to PMT. APM will coordinate review recommendations pertaining to state facilities with Motor Carrier Transportation Division Freight Mobility Coordinator. Consultant shall make revisions to address comments.

5.5 TAC Meeting #3

Consultant shall schedule and conduct TAC Meeting #3 to discuss TM #8, TM #9, Draft Transportation Solutions Map, Freight Stakeholder Packet, and TAC issues related to Project.

City shall arrange and secure a meeting location for TAC Meeting #3. Consultant shall prepare agenda and other meeting materials for City to post to Project Website prior to TAC Meeting #3. Consultant shall prepare and distribute meeting summary, including attendees, matters discussed and actions taken.

5.6 Community Open House #2, Flier and Media Notice

City shall arrange and Consultant shall conduct Community Open House #2. Consultant shall prepare a presentation of Community Open House #1 findings, Online Community Open House #1 findings, TM #8, TM #9 and Draft Transportation Solutions Map. Consultant shall prepare graphic materials for reviewing informational materials from Task 5 at a scale suitable for viewing by audience participants. The outcome of Community Open House #2 must include seeking public input and collaboration to make sure the design and planning creates solutions that benefit and serve the community.

Presentation graphic materials must be left with City for display and discussion following Community Open House #2.

Consultant shall travel to Ontario for Community Open House #2 during the same trip as TAC Meeting #3. Consultant shall prepare Flier and Media Notice and City shall post on Project Webpage. City shall post Fliers in prominent locations and coordinate distribution with schools for students to take Fliers home. City shall coordinate with the local media, including print and radio.

5.7 Online Community Open House #2

City shall plan and execute Online Community Open House #2 within two days of Community Open House #2. Online Community Open House #2 must solicit community input on informational materials from Task 5. City shall summarize Online Community Open House #2 comments received and provide to PMT.

Consultant shall provide graphics and materials from previously produced deliverables to the City for posting in the Online Community Open House #2. Consultant shall develop questions with input from the City, for the workshop and review materials developed by the City for the online community workshop.

5.8 PMT Meeting #5

Consultant shall schedule and conduct PMT Meeting #5 to review feedback received during Task 5 and prepare for work in Task 6. Consultant shall prepare and distribute meeting summary, including attendees, matters discussed and actions taken.

City Deliverables

- 5.5 TAC Meeting #3
- 5.6 Community Open House #2
- 5.7 Online Community Open House #2
- 5.8 PMT Meeting #5

Consultant Deliverables

- 5.1 TM #8: Revised Design Concept
- 5.2 TM #9: Transportation Solutions Analysis
- 5.3 Draft Transportation Solutions Map
- 5.4 Freight Stakeholder Packet
- 5.5 TAC Meeting #3
- 5.6 Community Open House #2, Flier and Media Notice
- 5.7 Online Community Open House #2 Graphics and Materials
- 5.8 PMT Meeting #5

Task 6 Draft Plan and Code Update

6.1 TM #10: Draft Implementation and Financing Plan

Consultant shall prepare TM #10: Draft Implementation and Financing Plan to assess 2006 TSP, Land Use and Municipal Code, and Comprehensive Plan amendments needed to implement Task 5 recommendations. Consultant shall review relevant portion of the Comprehensive Plan, zoning, and Land Use and Municipal Code to determine adequacy and recommend amendment concepts.

Consultant shall take the following steps to prepare TM #10, including:

- Prepare recommended technical and planning solutions to implement the land use and transportation designs.
- Prepare amendments to the 2006 TSP to implement proposed street and active transportation standards in TM #6, consistent with the Transportation Planning Rules.
- Propose policy amendments to 2006 TSP and Comprehensive Plan.
- Introduce regulatory changes, such as amendment to land use regulations, development standards and procedures needed to implement the proposed development concept(s).
- Proposed 2006 TSP and Land Use and Municipal Code amendments must be consistent with capital project priorities and recommendations identified during Project.
- Proposed amendments are expected to address community design standards (including landscaping and site design) that support active transportation modes and contain recommended land use regulations that, when adopted, would complement and implement specific recommendations related to land use or future development. Provide graphics to illustrate select elements of recommended Land Use and Municipal Code concepts.

TM #10 must identify transportation-related plan and policy changes that encourage quality development and transportation choices; incorporate tools and strategies consistent with the Project Objectives; and acknowledge changes since 2006 TSP was updated in 2009.

Consultant shall address regulatory tools to support context-sensitive design standards for East Idaho Avenue Refinement Area, and apply strategies that protect and enhance downtown Ontario.

Consultant shall prepare Amendments using track changes (underline and strikeout) text in ready-to-adopt format. The 2012 Model Development Code and User's Guide for Small Cities

(https://www.oregon.gov/LCD/TGM/Documents/ModelCode/UGuide_ed3.1.pdf) must serve as a guide to formulate specific Land Use and Municipal Code amendments.

Consultant shall prepare Financing Plan which builds upon Preliminary Cost Estimates from TM #8. TM #10 must identify in matrix format, for each of the recommended operational and capital improvement projects, potential funding sources, triggers

(implementers), proposed timeframe for improvement, phased actions, and refined TM #9 prioritization. TM #10 must include incentive techniques, such as transportation infrastructure financing strategies.

6.2 PMT Meeting #6 (Teleconference)

Consultant shall arrange and conduct PMT Meeting #6 by teleconference to review TM #10 and to prepare for Task 7. Consultant shall prepare and distribute meeting summary, including attendees, matters discussed and actions taken.

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6.3 TM #11: Revised Policy Framework and Code Amendments

Consultant shall prepare TM #11: Revised Policy Framework and Code Amendments, which builds upon the Draft Comprehensive Plan Policy and Code Amendments in TM #10, based on PMT direction. Consultant shall provide electronically to PMT and City shall post on Project Webpage.

6.4 Draft Active Transportation Update and East Idaho Avenue Refinement Area Plan

Consultant shall prepare Draft Active Transportation Update and East Idaho Avenue Refinement Area Plan, incorporating content from earlier TMs, and maps and graphics produced throughout Project, and utilizing information gathered to make updates and incorporate input. Draft Active Transportation Update and East Idaho Avenue Refinement Area Plan must include an executive summary.

Consultant shall update Draft Transportation Solutions Map from Task 5 to identify proposed improvements with annotated inset refinements for clarity as well as show connections to adjacent areas. Analysis and recommendations related to improvements located outside Urban Growth Boundary must be clearly documented (opportunities for regional connections must be symbolized using arrows at the edge of Project Area).

Consultant shall include a Funding Chapter, which refines the Draft Financing Plan from TM #10, with recommended action steps, project readiness descriptions for identified projects, prioritization and cost estimates. Draft Active Transportation Update and East Idaho Avenue Refinement Area Plan must identify financing strategies and development incentives that the City can adopt to encourage and accommodate quality development.

Consultant shall provide Draft Active Transportation Update and East Idaho Avenue Refinement Area Plan electronically to PMT and post on Project Webpage.

6.5 TAC Meeting #4

Consultant shall schedule and conduct TAC Meeting #4 to review TM #11 and Draft Active Transportation Update and East Idaho Avenue Refinement Area Plan. City shall arrange and secure a meeting location for TAC Meeting #4. Consultant shall prepare

agenda, meeting materials and post to Project Webpage prior to TAC Meeting #4. Consultant shall prepare and distribute meeting summary, including attendees, matters discussed and actions taken.

6.6 Joint Planning Commission and City Council Work Session

City shall plan and arrange and Consultant shall conduct a Joint Planning Commission and City Council Work Session to review Draft Active Transportation Update and East Idaho Avenue Refinement Area Plan and TM #11. Consultant shall present key findings of the documents and Project processes. City shall invite the TAC, stakeholders and PMT. City shall prepare and distribute local media notice and other notices required by law.

Consultant shall travel to Ontario for Joint Planning Commission and City Council Work Session during the same trip as TAC Meeting #4.

City shall prepare minutes of the Joint Planning Commission and City Council Work Session and provide to PMT.

City Deliverables

6.2 PMT Meeting #6 (Teleconference)

6.5 TAC Meeting #4

6.6 Joint Planning Commission and City Council Work Session

Consultant Deliverables

6.1 TM #10: Draft Implementation and Financing Plan

6.2 PMT Meeting #6 (Teleconference)

6.3 TM #11: Revised Policy Framework and Code Amendments

6.4 Draft Active Transportation Update and East Idaho Refinement Area Plan

6.5 TAC Meeting #4

6.6 Joint Planning Commission and City Council Work Session

Task 7 Adoption and Hearings

7.1 Legislative Findings and Ordinance Recommendations

Consultant shall prepare Legislative Findings and Ordinance Recommendations. Legislative Findings and Ordinance Recommendations must document compliance of proposed Amendments from TM #12: Revised Policy Framework and Code Amendments with the applicable Statewide Planning Goals and Administrative Rules, including the Transportation Planning Rules.

7.2 35-Day Notice

City shall prepare 35-Day Notice to DLCD in accordance with Oregon Revised Statutes 197.610. City shall submit 35-Day Notice in a timely fashion to enable the hearing process to proceed on schedule.

7.3 Planning Commission and City Council Hearings

City shall arrange and conduct two Hearings; one Planning Commission Hearing and one City Council Hearing, which must be held on the same day. Consultant shall attend both hearings and present a summary of the Draft Active Transportation Update and East Idaho Avenue Refinement Area Plan and TM #11: Revised Policy Framework and Code Amendments. As part of Consultant's presentation, Consultant shall prepare an errata sheet handout of Draft Active Transportation Update and East Idaho Avenue Refinement Area Plan and TM #11 changes since Tasks 6.5 and 6.6.

City shall invite the TAC, stakeholders and PMT to Planning Commission and City Council Hearings. City shall prepare and distribute local media notice and other notices required by law.

City shall prepare minutes of the Planning Commission Hearing and City Council Hearing and provide to PMT. The minutes shall note the Planning Commission and City Council attendees, matters discussed, views expressed and actions taken.

7.4 Final Active Transportation Update and East Idaho Avenue Refinement Area Plan

Consultant shall revise Draft Active Transportation Update and East Idaho Avenue Refinement Area Plan to prepare Final Active Transportation Update and East Idaho Avenue Refinement Area Plan that responds to actions at the Planning Commission and City Council Hearings. Consultant shall provide the Final Active Transportation Update and East Idaho Avenue Refinement Area Plan electronically to PMT as well as one final copy to City for its distribution and 5 hard copies to APM.

7.5 Final Comprehensive Plan Policy and Code Amendments

Consultant shall prepare Final Comprehensive Plan Policy and Code Amendments, incorporating revisions to TM #12: Revised Policy Framework and Code Amendments to reflect the outcomes of the Planning Commission and City Council Hearings. Consultant shall provide Final Comprehensive Plan Policy and Code Amendments electronically to PMT as well as five hard copies to APM.

7.6 City Council Hearing 2nd Reading

City shall arrange and conduct City Council Hearing 2nd Reading. City shall prepare minutes of City Council Hearing 2nd Reading and provide to APM.

7.7 Notice of Adoption

City shall prepare and submit a Notice of Adoption to DLCD based on the outcome of City Council Hearing 2nd Reading.

7.8 Title VI Report

City shall prepare and submit a Title VI Report to document Project processes and outreach for all income, race, gender and age groups, including methods of outreach used as well as strategies to avoid or to mitigate negative Project impacts.

City Deliverables

- 7.2 35-Day Notice
- 7.3 Planning Commission and City Council Hearings
- 7.6 City Council Hearing 2nd Reading
- 7.7 Notice of Adoption
- 7.8 Title VI Report

Consultant Deliverables

- 7.1 Legislative Findings and Ordinance Recommendations
- 7.3 Planning Commission and City Council Hearings
- 7.4 Final Active Transportation Update and East Idaho Avenue Refinement Area Plan
- 7.5 Final Comprehensive Plan Policy and Code Amendments

Project Schedule

Task	Description	Task Due Dates by Month from Notice to Proceed
1	Reconnaissance	
1.1	PMT Meeting #1 Initiation (Teleconference)	Month 1
1.2	Background Information*	Month 1
1.3	TM #1: Public Involvement Plan	Month 1
1.4	Project Webpage*	Month 1
1.5	Public Outreach and Stakeholder List*	Month 1
1.6	TAC Roster*	Month 1
2	Context and Site Analysis	
2.1	Existing Transportation System Inventory* and TSP Existing Inventory Maps	Month 1-2
2.2	Transportation Technical Standards Coordination	Month 2
2.3	TM #2: Baseline Transportation Assessment	Month 2-3

Task	Description	Task Due Dates by Month from Notice to Proceed
2.4	Active Transportation and Transit Toolbox	Month 2-3
2.5	Draft TM #3: East Idaho Avenue Refinement Area Land Use Assessment	Month 2-3
2.6	TM #4: East Idaho Avenue Refinement Area Natural and Cultural Assessment	Month 2-3
2.7	East Idaho Avenue Refinement Area Land Use Utilization Map*	Month 2-3
3	Outreach	
3.1	Draft TM #5: Vision Statement and Guiding Principles	Month 2-3
3.2	PMT Meeting #2: Project Tour	Month 3
3.3	TAC Meeting #1	Month 3
3.4	Youth Workshop #1	Month 3
3.5	Stakeholder Meeting #1: East Idaho Avenue Refinement Area	Month 3
3.6	Stakeholder Meeting #2: SRTS*	Month 3
3.7	Community Workshop and Media Notice	Month 3
3.8	Online Community Workshop	Month 3
3.9	Final TM #3 and #5	Month 3
3.10	PMT Meeting #3 (Teleconference)	Month 3
4	Design Concepts	
4.1	TM #6: Draft Design Concepts	Month 4
4.2	TM #7: Healthy Community Impact Analysis	Month 4
4.3	Youth Workshop #2*	Month 5
4.4	TAC Meeting #2	Month 5
4.5	Community Open House #1 and Interactive Online Map	Month 5
4.6	Online Community Open House #1	Month 5
4.7	PMT Meeting #4	Month 5
5	Concept Refinement	
5.1	TM #8: Revised Design Concept	Month 5-6
5.2	TM #9: Transportation Solutions Analysis	Month 6
5.3	Draft Transportation Solutions Map	Month 6
5.4	Freight Stakeholder Packet	Month 6-7
5.5	TAC Meeting #3	Month 7
5.6	Community Open House #2, Flier and Media Notice	Month 7
5.7	Online Community Open House #2	Month 7

Task	Description	Task Due Dates by Month from Notice to Proceed
5.8	PMT Meeting #5	Month 7
6	Draft Plan and Code Update	
6.1	TM #10: Draft Implementation and Financing Plan	Month 7-8
6.2	PMT Meeting #6 (Teleconference)	Month 8
6.3	TM #11: Revised Policy Framework and Code Amendments	Month 8-9
6.4	Draft Active Transportation Update and East Idaho Avenue Refinement Area Plan	Month 8-9
6.5	TAC Meeting #4	Month 10
6.6	Joint Planning Commission and City Council Work Session	Month 10
7	Adoption and Hearings	
7.1	Legislative Findings and Ordinance Recommendations	Month 10-11
7.2	35-Day Notice*	Month 11
7.3	Planning Commission and City Council Hearings	Month 12
7.4	Final Active Transportation Update and East Idaho Avenue Refinement Area Plan	Month 12
7.5	Final Comprehensive Plan Policy and Code Amendments	Month 12
7.6	City Council Hearing – 2 nd Reading*	Month 12-13
7.7	Notice of Adoption*	Month 12-13
7.8	Title VI Report*	Month 12-13

*City Deliverable

City Match Plan (Estimated)

Direct Project Costs totaling \$21,900 include the following: (i) salary and benefits of City personnel working on the Project; (ii) supplies, postage, travel and printing directly associated with the Project; and (iii) expenditures for the staff time of Jacobs, City's engineering and public works consultant, devoted to the Project

Consultant Amount per Deliverable Table

Task	Description	Lump Sum per Deliverable
1	Reconnaissance	\$2,250
1.1	PMT Meeting #1: Initiation (Teleconference)	\$2,250
2	Context and Site Analysis	\$46,700
2.1	Existing Transportation System Inventory and TSP Existing Inventory Maps	\$15,600
2.2	Transportation Technical Standards Coordination	\$1,800
2.3	TM #2: Baseline Transportation Assessment	\$18,200
2.4	Active Transportation and Transit Toolbox	\$1,800
2.5	Draft TM #3: East Idaho Avenue Refinement Area Land Use Assessment	\$3,500
2.6	TM #4: East Idaho Avenue Refinement Area Natural and Cultural Assessment	\$5,800
3	Outreach	\$33,450
3.1	Draft TM #5: Vision Statement and Guiding Principles	\$3,050
3.2	PMT Meeting #2: Project Tour	\$5,450
3.3	TAC Meeting #1	\$4,600
3.4	Youth Workshop #1	\$4,200
3.5	Stakeholder Meeting #1: East Idaho Avenue Refinement Area	\$3,000
3.7	Community Workshop and Media Notice	\$9,000
3.8	Online Community Workshop Graphics and Materials	\$750
3.9	Final TM #3 and #5	\$2,350
3.10	PMT Meeting #3 (Teleconference)	\$1,050
4	Design Concepts	\$53,150
4.1	TM #6: Draft Design Concepts	\$35,500
4.2	TM #7: Healthy Community Impact Analysis	\$3,600
4.4	TAC Meeting #2	\$4,500
4.5	Community Open House #1	\$7,800
4.6	Online Community Open House #1 Graphics and Materials	\$700
4.7	PMT Meeting #4	\$1,050
5	Concept Refinement	\$56,550
5.1	TM #8: Revised Design Concept	\$16,350
5.2	TM #9: Transportation Solutions Analysis	\$21,000
5.3	Draft Transportation Solutions Map	\$2,250
5.4	Freight Stakeholder Packet	\$2,500
5.5	TAC Meeting #3	\$5,600

Task	Description	Lump Sum per Deliverable
5.6	Community Open House #2, Flier and Media Notice	\$7,800
5.8	PMT Meeting #5	\$1,050
6	Draft Plan and Code Update	\$32,350
6.1	TM #10: Draft Implementation and Financing Plan	\$8,500
6.2	PMT Meeting #6 (Teleconference)	\$1,050
6.3	TM #11: Revised Policy Framework and Code Amendments	\$1,800
6.4	Draft Active Transportation Update and East Idaho Avenue Refinement Area Plan	\$14,300
6.5	TAC Meeting #4	\$4,300
6.6	Joint Planning Commission and City Council Work Session	\$2,400
7	Adoption and Hearings	\$13,800
7.1	Legislative Findings and Ordinance Recommendation	\$2,000
7.3	Planning Commission and City Council Hearings	\$4,600
7.4	Final Active Transportation Update and East Idaho Avenue Refinement Area Plan	\$5,950
7.5	Final Comprehensive Plan Policy and Code Amendments	\$1,250
	PROJECT TOTAL	\$238,250

EXHIBIT B

ELIGIBLE PARTICIPATING COST

DESCRIPTION

PERSONNEL SERVICES

Salaries - Straight time pay for regular working hours in a monthly period. Includes standard labor distributions like Social Security Taxes, Workers' Compensation Assessments and Medical, Dental, Life Insurance. Excludes mass transit tax, vacation leave, sick leave and compensatory time taken.

Overtime - Payments to employees for work performed in excess of their regular work shift.

Shift Differential - Payments to employees, in addition to regular pay, for shift differential work as described in labor contracts or Personnel Rules.

Travel Differential - Payments to employees, in addition to regular pay, for travel time to and from work on projects in excess and beyond an 8 hour day as described in labor contracts or Personnel Rules.

SERVICES AND SUPPLIES

In-State Travel - Per Rates Identified in State Travel Handbook

Meals & Misc. - Payment for meals incurred while traveling within the State of Oregon.

Lodging & Room Tax - Payment for lodging, including room taxes, incurred while traveling within the State of Oregon. Fares, Taxi, Bus, Air, Etc.

Per Diem - Payment for per diem, incurred while traveling within the State of Oregon.

Other - Payment for other miscellaneous expense, incurred while traveling within the State of Oregon.

Private Car Mileage - Payment for private car mileage while traveling within the State of Oregon.

Office Expense

Direct Project Expenses Including:

Photo, Video & Microfilm Supplies - Payment for photography, video and microfilm supplies such as film for cameras, blank video tapes, storage folders, etc.

Printing, Reproduction & Duplication - Expenditures for services to copy, print, reproduce and/or duplicate documents.

Postage - Payment for direct project postage.

Freight & Express Mail - Payment for direct project freight services on outgoing shipments.

Telecommunications

Phone Toll Charges (long-distance) - Payment for telephone long distance charges.

Publicity & Publication

Publish & Print Photos - Payment for printing and publishing photographs to development of publicity and publications.

Conferences (costs to put on conference or seminars)

Equipment \$250 - \$4,999

NOT ELIGIBLE

Employee Training, Excluding Travel

NOT ELIGIBLE

Training In-State Travel

NOT ELIGIBLE

CAPITOL OUTLAY

NOT ELIGIBLE



**AGENDA REPORT
OLD BUSINESS
December 17, 2019**

To: Mayor and City Council

FROM: Betsy Roberts, City Engineer

THROUGH: Adam J. Brown, City Manager

SUBJECT: SE 2ND STREET SANITARY SEWER AND WATER MAIN EXTENSION PROJECT

DATE: December 12, 2019

PROPOSED MOTION:

I MOVE THE CITY COUNCIL APPROVE EXPENDITURE OF UP TO \$150,000 TO CONSTRUCT THE SEWER AND WATER MAIN EXTENSIONS AND SERVICE CONNECTIONS AS PART OF THE SE 2ND STREET PROJECT BY KNIFE RIVER CONTRACTORS.

SUMMARY:

The Oregon Department of Transportation (ODOT) has received information from their contractor, Knife River, on pricing for water and sewer extension on the SE 2nd Street project. The price to install approximately 565 linear feet of 8-inch sanitary sewer main, two manholes, and approximately 55 linear feet of water is \$149,545. In order not to tear up the pavement in the future, staff recommends constructing sewer and water within the project footprint.

BACKGROUND:

The Project Area extends along SE 2nd Street from SE 5th Ave to SE 14th Ave. The City received grant funding from Oregon Department of Transportation (ODOT) to improve SE 2nd Street from SE 5th Ave to SE 14th Ave. However, the ODOT grant did not cover water or sewer line extension which means that the City must pay for the extension of water and sewer (storm sewer is covered by ODOT) in the project footprint. Water main extends the majority of the length of the west side of SE 2nd Street through the project area but does not access the east side of the street where growth may be happening in the near future. Sewer does not currently extend north on SE 2nd Street past about SE 12th Ave. Staff recommend extending sanitary sewer main north up SE 2nd to approximately 500 linear feet south of the intersection with SE 9th Ave and providing watermain access across SE 2nd at several key locations.

CURRENT SITUATION:

Knife River Corporation has been awarded the contract for the SE 2nd Street Project through ODOT. They have developed a Change Order to construct the water and sewer mains as

designed by Jacobs within the footprint of the project. ODOT would prefer not to have an additional contractor within the project footprint and has asked Knife River to provide a draft Change Order and estimate.

ANALYSIS:

- A. **STRATEGIC PLAN** Growth: Extension of water and sewer prepares the City for future growth. Desirability: Because the water and sewer mains would be installed in advance of growth, construction will not be required later to provide service to new businesses. Reducing or eliminating construction disruption is certainly desirable. Beautification: Roadway improvement that is not later damaged by additional construction maintains the good looks of infrastructure.
- B. **FINANCIAL** The estimate provided by Knife River for the work fits within the Engineer's estimate and within the overall budget established by the City for this purpose. The budget is \$160,000. Of that, Jacobs has a Design Task Order for \$8,800 and Knife River has an estimated Change Order for \$149,545. This all fits within the original budget. Staff would normally recommend a 10% contingency for construction however, the design team is proposing to shorten the extension of the sewer line, which will reduce the cost of the project by nearly 10%.
- C. **TIMING** Timing is critical. If the work is not completed by Knife River through this Change Order, City staff will need to go out for bid immediately.
- D. **POLICY/LEGAL** This item requires Council approval before the City Manager can sign on behalf of the City.

ALTERNATIVES:

- 1. If approved, Knife River can begin construction shortly after the New Year, or they can schedule the effort in with the rest of the project development.
- 2. If rejected, Staff needs to immediately work get a Bid out, and to work with ODOT and Knife River to accommodate an additional contractor in the SE 2nd Street project footprint.

RECOMMENDATION:

Staff recommends that the City Council approve the proposed Change Order to the SE 2nd Street Project by Knife River.

ATTACHMENTS:

- 1. CO 1- Sewer & water line

SE 2ND STREET CO 1

Biditem	Description	Quantity	Units	Unit Price	Bid Total
1 .	8" SDR 35 Sewer	565.000	LF	120.00	67,800.00
2 .	4" SDR 35 Sewer	88.000	LF	200.00	17,600.00
3 .	8" CCTV Inspection	565.000	LF	3.00	1,695.00
4 .	48" TYPE A, MH	2.000	EA	5,200.00	10,400.00
7 .	H20 pipe 8" C900	55.000	LF	190.00	10,450.00
8 .	8" Resilient Seat Gate Valve	1.000	EA	2,600.00	2,600.00
9 .	Mobilization	1.000	LS	32,000.00	32,000.00
10 .	Construction Site Survey	1.000	LS	7,000.00	7,000.00
	Bid Total				\$149,545.00

January 2020

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
			1 CITY HALL CLOSED	2 V&C 7AM CHAMBER OFFICE	3	4
5	6	7	8	9 WORK SESSION 6PM CITY HALL	10	11
12	13 PLANNING 7PM CITY HALL	14 PUBLIC WORKS 3PM CITY SHOP	15 DIVERSITY 5:30PM CITY HALL	16	17	18
19	20 CITY HALL CLOSED	21 COUNCIL 6PM CITY HALL	22	23	24	25
26	27 AIRPORT 6PM ONTARIO	28 COUNCIL 6PM CITY HALL	29	30	31	

February 2020

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
						1
2	3	4	5	6 V&C 7AM CHAMBER OFFICE WORK SESSION 6PM CITY HALL	7	8
9	10 PLANNING 7PM CITY HALL	11 PUBLIC WORKS 3PM CITY SHOP	12	13	14	15
16	17 CITY HALL CLOSED	18 COUNCIL 6PM CITY HALL	19 DIVERSITY 5:30PM CITY HALL	20	21	22
23	24 AIRPORT 6PM AIRPORT	25 COUNCIL 6PM CITY HALL	26	27	28	29

March 2020

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
1	2	3	4	5 V&C 7AM CHAMBER OFFICE WORK SESSION 6PM CITY HALL	6	7
8	9 PLANNING 7PM CITY HALL	10 PUBLIC WORKS 3PM CITY SHOP	11	12	13	14
15	16	17 COUNCIL 6PM CITY HALL	18 DIVERSITY 5:30PM CITY HALL OCCMA Conf	19 OCCMA Conf	20 OCCMA Conf	21
22	23 AIRPORT 6PM AIRPORT	24 COUNCIL 6PM CITY HALL	25	26	27	28
29	30	31				

April 2020

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
			1	2 V&C 7AM CHAMBER OFFICE	3	4
5	6	7	8	9 WORK SESSION 6PM CITY HALL	10	11
12	13 PLANNING 7PM CITY HALL	14 PUBLIC WORKS 3PM CITY SHOP	15 DIVERSITY 5:30PM CITY HALL	16 PARKS 5:30PM CITY HALL	17	18
19	20	21 COUNCIL 6PM CITY HALL	22	23	24	25
26	27 AIRPORT 6PM AIRPORT	28 COUNCIL 6PM CITY HALL	29	30		

May 2020

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
					1	2
3	4	5	6	7 V&C 7AM CHAMBER OFFICE WORK SESSION 6PM CITY HALL	8	9
10	11 PLANNING 7PM CITY HALL	12 PUBLIC WORKS 3PM CITY SHOP	13	14	15	16
17	18	19 COUNCIL 6PM CITY HALL	20 DIVERSITY 5:30PM CITY HALL	21	22	23
24	25 CITY HALL CLOSED	26 COUNCIL 6PM CITY HALL	27 AIRPORT 6PM AIRPORT	28	29	30
31						

June 2020

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
	1	2	3	4 V&C 7AM CHAMBER OFFICE WORK SESSION 6PM CITY HALL	5	6
7	8 PLANNING 7PM CITY HALL	9 PUBLIC WORKS 3PM CITY SHOP	10	11	12	13
14	15	16 COUNCIL 6PM CITY HALL	17 DIVERSITY 5:30PM CITY HALL	18	19	20
21	22 AIRPORT 6PM AIRPORT	23 COUNCIL 6PM CITY HALL	24	25	26	27
28	29	30				

July 2020

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
			1	2 V&C 7AM CHAMBER OFFICE WORK SESSION 6PM CITY HALL	3 CITY HALL CLOSED	4
5	6	7 OCCMA Conf	8 OCCMA Conf	9 OCCMA Conf	10 OCCMA Conf	11
12	13 PLANNING 7PM CITY HALL	14 PUBLIC WORKS 3PM CITY SHOP	15 DIVERSITY 5:30PM CITY HALL	16 PARKS 5:30PM CITY HALL	17	18
19	20	21 COUNCIL 6PM CITY HALL	22	23	24	25
26	27 AIRPORT 6PM AIRPORT	28 COUNCIL 6PM CITY HALL	29	30	31	

August 2020

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
						1
2	3	4	5	6 V&C 7AM CHAMBER OFFICE WORK SESSION 6PM CITY HALL	7	8
9	10 PLANNING 7PM CITY HALL	11 PUBLIC WORKS 3PM CITY SHOP	12	13	14	15
16	17	18 COUNCIL 6PM CITY HALL	19 DIVERSITY 5:30PM CITY HALL	20	21	22
23	24 AIRPORT 6PM AIRPORT	25 COUNCIL 6PM CITY HALL	26	27	28	29
30	31					

September 2020

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
		1	2	3 V&C 7AM CHAMBER OFFICE WORK SESSION 6PM CITY HALL	4	5
6	7 CITY HALL CLOSED	8 PUBLIC WORKS 3PM CITY SHOP	9	10	11	12
13	14 PLANNING 7PM CITY HALL	15 COUNCIL 6PM CITY HALL	16 DIVERSITY 5:30PM CITY HALL	17	18	19
20	21 AIRPORT 6PM AIRPORT	22 COUNCIL 6PM CITY HALL	23 ICMA Conf	24 ICMA Conf	25 ICMA Conf	26 ICMA Conf
27	28	29	30			

October 2020

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
				1 V&C 7AM CHAMBER OFFICE	2	3
4	5	6	7	8 WORK SESSION 6PM CITY HALL	9	10
11	12 PLANNING 7PM CITY HALL	13 PUBLIC WORKS 3PM CITY SHOP	14 DIVERSITY 5:30PM CITY HALL	15 PARKS 5:30PM CITY HALL LOC Conference	16 LOC Conference	17 LOC Conference
18	19	20 COUNCIL 6PM CITY HALL	21	22	23	24
25	26 AIRPORT 6PM AIRPORT	27 COUNCIL 6PM CITY HALL	28	29	30	31

November 2020

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
1	2	3	4	5 V&C 7AM CHAMBER OFFICE WORK SESSION 6PM CITY HALL	6	7
8	9 PLANNING 7PM CITY HALL	10 PUBLIC WORKS 3PM CITY SHOP	11 CITY HALL CLOSED	12	13	14
15	16	17 COUNCIL 6PM CITY HALL	18 DIVERSITY 5:30PM CITY HALL	19	20	21
22	23 AIRPORT 6PM AIRPORT	24 COUNCIL 6PM CITY HALL	25	26 CITY HALL CLOSED	27 CITY HALL CLOSED	28
29	30					

December 2020

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
		1	2	3 V&C 7AM CHAMBER OFFICE WORK SESSION 6PM CITY HALL	4	5
6	7 PLANNING 7PM CITY HALL	8 PUBLIC WORKS 3PM CITY SHOP	9	10	11	12
13	14	15 COUNCIL 6PM CITY HALL	16 DIVERSITY 5:30PM CITY HALL	17	18	19
20	21 AIRPORT 6PM AIRPORT	22 COUNCIL 6PM CITY HALL	23	24	25 CITY HALL CLOSED	26
27	28	29	30	31		



**AGENDA REPORT
NEW BUSINESS
December 17, 2019**

To: Mayor and City Council

FROM: Kari Ott, Finance Director

THROUGH: Adam J. Brown, City Manager

SUBJECT: HOUSING INCENTIVE PROGRAM: RYWEST HOMES APPLICATION

DATE: December 11, 2019

PROPOSED MOTION:

I MOVE THE CITY COUNCIL APPROVE THE APPLICATION BY RYWEST HOMES AT 1488 W IDAHO AVENUE FOR THE ONTARIO HOUSING INCENTIVE PROGRAM IN THE AMOUNT OF \$10,000.

SUMMARY:

The City Council, under Resolution Number 2018-111, updated the City of Ontario Business Loan Fund codes under Section 11a Housing Incentive Program to promote new housing development with the city limits of Ontario.

BACKGROUND:

Rywest Homes Inc. is requesting approval of their application for the \$10,000.00 incentive on a new home to be located at 1488 W Idaho Ave. being Lot 1 of Victoria M. Subdivision. The proposed dwelling will be 1,360 square feet with two (2) bathrooms and a two-car garage. The application was deemed to be complete by the Community Development Director, and, meeting or exceeding the minimum requirements of Section 11 of the Business Loan Fund code, was forwarded to the Committee for their review and recommendation. The Business Loan Fund Committee recommended approval of the application on December 10, 2019.

CURRENT SITUATION:

The Housing Incentive Program promotes growth and desirability in Ontario.

ANALYSIS:

- A. **FINANCIAL** If approved, the city would pay the funds from the Business Loan Fund. The \$10,000.00 would be paid back to the fund through the city portion of the property taxes collected on the property and dwelling approved under this application.
- B. **TIMING** Time is of the essence on this application as the applicant wants to pull a building permit and start construction as soon as they receive their approval.
- C. **POLICY/LEGAL** The Business Loan Fund Committee makes recommendations to the City Council. If the City Council approves the action, the City Manager will have the Agreement signed by all parties authorizing the Building Department to issue a permit under this Agreement.

ALTERNATIVES:

Table the Action: The City Council could table the request and request further information from the Applicant.

Deny the Action: The \$10,000 payment would not be made.

RECOMMENDATION:

Staff has reviewed the application for completeness and find it meeting or exceeding the minimum requirements. The Business Loan Fund Committee sent a favorable recommendation to the City Council. Therefore, staff recommends that the City Council approve the Application by Rywest Homes in the amount of \$10,000.00.

ATTACHMENTS:

- 1. Application 11-2019_Rywest Homes (1)



#11
Ting: 208-484-2034

City of Ontario, Oregon
Housing Incentive Program Checklist

Applicant: Rywest Homes Date: 12-5-19

Site Address or Tax Lot: 1488 W. Idaho Ave. Ontario

Application Number: 11-2019 (City Use Only)

Application Information: (Applicant or Staff)

- ☒ Completed Application Signed & Dated: 12/5/19
- ☒ Documentation showing funding: Know Contractor Records in Files
- ☒ Within City Limits
- ☒ In Urban Growth Boundary Annexation Application filed: N/A
- ☒ Floor Plan or description describing minimum square footage:
 - 1. House Square footage: 1360
 - 2. Number of Baths: 2
 - 3. Size of Garage: 476# 20'
- ☒ Description of Property of Home:
 - 1. Tax Lot map & Number: 185470500 402
 - 2. Copy of Deed: 2019-3731
 - 3. Or written description: DEED
- ☒ Completed W-9 Taxpayer Form. (ON RECORD - Attached)

Process Completed: (Staff Use Only below)

- ☒ PDAC (if Required) date Completed: N/A
- ☒ Community Development Director approval date: 12/6/19
- ☐ Forwarded to Business Loan Fund Committee: _____
- ☐ BLF Committee forwards recommendation to City Manager: _____
- ☐ City Council Approval or Denial: _____
- ☐ City Manager signs application signifying Council Approval: _____
- ☐ Application submitted to Finance for tracking: _____
- ☐ Certificate of Occupancy issued (within 2 yrs. of Council approval): _____
- ☐ Proof of Owner Occupancy (must be within 1 yr. of C of O): _____
- ☐ Payment made to Owner: _____

Return to: Dan K Cummings, Community Development Director, 458 SW 3rd Street, Ontario, OR 97914
541-881-3222 – dan.cummings@ontariooregon.org

IDAHO

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NORTH

Compliments of

MALHEUR COUNTY

TITLE COMPANY INC

Map No. 1847500

402

Tax Lot

This sketch is furnished

to assist in property

location and the company

assumes no liability

for inaccuracies.

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AC

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**AGENDA REPORT
NEW BUSINESS
December 17, 2019**

To: Mayor and City Council

FROM: Daniel Beaubien, Airport Manager

THROUGH: Adam J. Brown, City Manager

SUBJECT: HANGAR LEASE TRANSFER: 374 ALPHA (TRAVIS HART)

DATE: December 10, 2019

PROPOSED MOTION:

I MOVE THE CITY COUNCIL APPROVE THE LEASE TO TRAVIS HART FOR HANGAR 374 ALPHA AS PRESENTED.

SUMMARY:

Hangar 374 Alpha has been purchased and the owner is seeking a new lease with the City of Ontario.

BACKGROUND:

Hangar leases with the City of Ontario are finalized by the City Council.

CURRENT SITUATION:

Travis Hart has purchased Hangar 374 Alpha from Sherri Hart and now is required to have a lease with the city.

ANALYSIS:

- A. **STRATEGIC PLAN** This meets the categories on the Strategic Plan of Desirability, Lifestyle, and Growth.
- B. **FINANCIAL** A continued lease with the city means no loss in revenue.
- C. **TIMING** The purchase has already taken place, so the required lease transfer should take place as soon as possible.
- D. **POLICY/LEGAL** It is the responsibility of the city to grant a leases to those with a hangar at the Ontario Municipal Airport as long as they maintain ownership and remain in good standing. Following the City of Ontario resolutions, all hangar owners are required to have a signed lease agreement.

ALTERNATIVES:

The city could choose not to grant the lease.

RECOMMENDATION:

Staff recommends the lease be granted to Travis Hart for Hangar 374 Alpha.

ATTACHMENTS:

1. Map Exhibit A 374 Alpha
2. Insurance Travis Hart 2019
3. Insurance pg2 Travis Hart 2019
4. Bill of sale Travis Hart Hangar 374 Alpha
5. Lease Travis Hart 2019 374 Alpha

Exhibit "A"

Hanger Lease



City of Ontario
Municipal Airport,
Malheur County,
Oregon



GLOBAL AEROSPACE, INC

C E R T I F I C A T E O F I N S U R A N C E

THIS CERTIFICATE IS GIVEN AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE ADDRESSEE.

Date: November 16, 2019

This is to certify to:

that the policies listed below have been issued to the following for the period indicated by One of More Member Companies of Global Aerospace Pool through Global Aerospace, Inc:

City of Ontario and Ontario Municipal Airport
444 SW 4th St.
Ontario, OR 97914

Travis Hart
335 Northwest 19th St.
ONTARIO, OR 97914

Policy No: 10215848

Policy Period: From November 16, 2019 to November 16, 2020

COVERAGES:

<u>Aircraft Liability</u>	<u>Limits of Liability</u>	
Single Limit Bodily Injury and Property Damage	\$1,000,000	\$100,000
Liability Including Passengers	Each Occurrence	Each Passenger

AIRCRAFT:

<u>Year, Make and Model of Aircraft</u>	<u>Identification No.</u>
1948 CESSNA 170	N4032V

It is agreed that only as respects any written agreement between the Named Insured and the certificate addressee and entered into as a prerequisite to the use of an airport by the Named Insured:

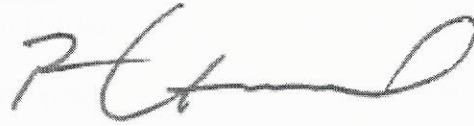
1. As respects any aircraft:
 - a) Described in this certificate,
 - b) Which is the subject of the extended insurance provisions of Insuring Agreement V. TEMPORARY USE OF SUBSTITUTE AIRCRAFT; or
 - c) Which is the subject of the extended insurance provisions of Insuring Agreement VII. AUTOMATIC INSURANCE FOR NEWLY ACQUIRED AIRCRAFTfor which insurance is afforded by Liability Coverage D - Single Limit Bodily Injury and Property Damage Liability and the maintenance or use of the premises in or upon which the aircraft is stored, the definition of Insured includes the certificate addressee, but only with respect to its liability because of acts or omissions of the Named Insured and to no greater extent than the scope of the insurance afforded by this policy.
2. Unless otherwise indicated in this policy, the policy shall not apply to any assumption of the liability of the certificate or airport authority described in the Schedule by the Named Insured for bodily injury or property damage caused by an occurrence arising out of any service performed by or on behalf of the certificate addressee.
3. In the event the policy is cancelled by the Company, thirty (30) days prior written notice shall be given to the certificate addressee.
4. The Company waives any right to recovery it may have against the certificate addressee because of payments it makes for physical damage in accordance with Insuring Agreement III - PHYSICAL DAMAGE COVERAGES, but only to the same extent that the Named Insured has waived its right of recovery for such physical damage against such person or organization.

5. The insurance the policy provides to the certificate addressee is primary insurance, without right of contribution from insurance purchased by the certificate addressee, only if the written agreement between the Named Insured and the certificate addressee contains an express requirement that the insurance operate in that manner.
6. Premises Liability is included in the Limits of Liability shown as the Each Occurrence Limit.
7. The insurance afforded applies separately to each Insured against whom claim is made or suit is brought, except with respect to the limits of the Company's liability.

Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies. This certificate does not amend, extend or otherwise alter the coverages afforded by the policies described herein. Limits may have been reduced by paid claims.

GLOBAL AEROSPACE, INC.

BY:



4/5/19
I Sheri Reif-Hart am selling
hanger # A374 to Travis R
Hart.

Seller/Signature

Name: Sheri Reif-Hart

Address: 16 Winegar dr
; Ontario OR 97914

Buyer/Signature

Name: Travis R. Hart

Address: 335 NW 19th St
Ontario OR 97914



LEASE AGREEMENT
374 Alpha

THIS AGREEMENT made and entered into this **4th day of May, 2019**, by and between the **City of Ontario, Oregon, a municipal corporation**, hereinafter referred to as "Landlord" and **Travis Hart** hereinafter referred to as "Tenant."

WITNESSETH:

WHEREAS, Landlord is the owner of certain real property known and operated as the Ontario Municipal Airport; and

WHEREAS, Tenant desires to lease certain real property for airplane storage and hangar use.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein it is agreed as follows:

- 1) Landlord lease to Tenant and Tenant leases from Landlord the real property described in Exhibit "A," attached hereto and by this reference incorporated herein, for a period of **TWENTY (20) years**, commencing on the **4th day of May, 2019**. If the lease is not in default, unless either party shall give written notice prior to each anniversary date of this lease, and subject to Landlord's receipt from Tenant of the annual lease payment, the lease term will automatically renew for a successive ten-year term. A decision by Landlord to give Tenant written notice that Landlord does not intend to extend the ten year term of this lease shall be based upon Landlord's need to utilize the subject property for other airport or aircraft purposes.
- 2) Tenant shall pay to the Landlord as yearly rent the sum of **fifteen cent (15.44)** cents per square foot of the property described in Exhibit "A", subject to the rights of Landlord to escalate said rental amount as more specifically provided for hereinafter. The parties hereto covenant and agree that the total area of the property described in Exhibit "A" is **(2,250) square feet** for the purposes of determining the annual rent herein. The annual rental amount shall be paid on or before the **15th day of August each year and is payable each year in advance**.
- 3) It is mutually understood and agreed between the parties hereto that the rental amount may be adjusted upward or downward annually in the sole discretion of the Common Council of the City of Ontario. Such adjustment may be made in any year and shall be effective for the balance of the lease term or until further adjustment, if any. Any increase in rent shall not exceed the percentage increase in the Consumer Price Index for Oregon for the previous year. Adjustments to the rent shall not be made more frequently than one adjustment per year and each yearly adjustment shall not be an amount greater than 6% of the then existing rent.
- 4) The property shall be used to build an airplane hangar to be used primarily as storage of one or more airplanes. Any such construction shall be completed solely with Tenant's labor and at Tenant's expense.

- 5) Any new construction or improvements made on the property are to be approved in writing prior to commencement of either, and the same to be constructed and operated in conformity with all ordinances and regulations of the City.
- 6) The Tenant will keep and maintain all structures on the leased property in a constant state of good repair, and will refrain from storing any airplane parts, equipment, or debris outside buildings and will keep the premises in a clean, sightly condition. Any aircraft hangar located on the leased premises shall have operative doors. It is mutually understood and agreed between the parties hereto that the airport manager and/or building inspector of the City of Ontario shall have the right to inspect the premises periodically. In the event the building inspector of the City of Ontario deems any structure upon the leased premises not to be in compliance with any applicable statute, ordinance, rules or regulation or this agreement the Tenant agrees to correct such non-complying item at the Tenant's sole expense.
- 7) The Tenant covenants and agrees to spray or otherwise control weeds located on and around the leased premises.
- 8) The color of paint used in all new construction and in the painting of any and all structures shall conform to the airport color scheme as adopted by the Airport Committee.
- 9) The Tenant shall not use leased land for any purposes other than those authorized herein without the written consent of the Landlord.
- 10) The Landlord reserves the right to further develop the airport or landing area of the airport as it sees fit.
- 11) The Landlord reserves the right, but not the obligation to maintain and keep in repair the landing area of the airport and all public facilities of the airport.
- 12) This lease shall be subordinate to the provisions of any existing or future agreement between the Landlord and the United States relative to the operation or maintenance of the airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development of the airport.
- 13) During the time of war or national emergency, the Landlord shall have the right to lease the landing area or any part thereof to the United States government for military or naval use, and if such lease is executed, the provisions of this instrument insofar as they are inconsistent with the provisions of the lease to the government shall be suspended.
- 14) Except with respect to activities for which the Landlord is responsible, the Tenant shall pay as due all claims for work done on and for services rendered or material furnished to the leased premises and shall keep the premises free from any liens. If Tenant fails to pay 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 12% 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.

Tenant may withhold payment of any claim in connection with a good-faith dispute over the obligation to pay, so long as Landlord's property interests are not jeopardized. If a lien is filed as a result of non-payment, Tenant shall, within ten days after knowledge of the filing, secure the discharge of the lien or deposit with Landlord cash or a sufficient corporate surety bond or other security 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.

15) The Tenant shall obtain Commercial General Liability Insurance in a responsible company, with limits of \$1,000,000 each occurrence with a \$2,000,000 General Aggregate. Such insurance shall cover all risks arising directly or indirectly out of Tenant's activities on or any condition of the leased premises whether or not related to an occurrence caused or contributed to by Landlord's negligence, shall protect Tenant against the claims of Landlord on account of the obligations assumed by Tenant under the provisions of the indemnification paragraph contained herein, and shall protect Landlord and Tenant against any and all claims of third persons. **Tenant is required to provide a copy of current insurance coverage to the city.**

For purposes of compliance with this section, the landlord may provide sufficient insurance, naming the tenant as an additional insured. Should the landlord be unable to obtain liability and property damage insurance which provides adequate coverage, the tenant shall be responsible for such coverage as specified above. In the event the landlord provides said insurance, landlord makes no representations, warranties or assurances that said coverage is adequate for the purposes of protecting tenant. The purpose of said insurance is solely for the protection of landlord and nothing in this paragraph is intended to waive the limits as established in the Oregon Tort Claims Act, ORS 30.260 et seq., as it applies to landlord.

Should the landlord be required to pay additional or increased rates, the City shall have a right to surcharge the tenants in an amount in excess of the annual rental rate as defined in Section 3 of this agreement sufficient to reimburse the City.

16) No part of the leased property may be assigned to any third person without the prior written consent of the Landlord. This provision shall apply to all transfers by operation of law and to transfers to and by trustees in bankruptcy, receivers, administrators, executors and legatees. No consent in one instance shall prevent the provision from applying to a subsequent instance. The Landlord shall consent to a transaction covered by this provision when withholding such consent would be unreasonable in the circumstances.

17) The following shall be events of default:

- a) Failure of Tenant to pay any rent or other charge within thirty (30) days after it is due.
- b) 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 fifteen (15) 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

with the fifteen (15) day period, this provision shall be complied with if Tenant begins correction of the default within the fifteen (15) day period and thereafter proceeds with reasonable diligence and in good-faith to effect the remedy as soon as practicable.

c) Insolvency of Tenant; an assignment by Tenant for the benefit of creditors; the filing by Tenant of a voluntary petition in bankruptcy; and adjudication that Tenant is bankrupt or the appointment of a receiver of the properties of Tenant; the filing of an involuntary petition of bankruptcy and failure of the Tenant to secure a dismissal of the petition within thirty (30) days after filing; attachment of or the levy of execution on the leasehold interest and failure of the Tenant to secure discharge of the attachment or release of the levy of execution within thirty (30) days. If Tenant consists of two (2) or more individuals or business entities, the events of default specified in this paragraph shall apply to each individual unless within thirty (30) 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.

18) In the event of a default, the lease may be terminated at the option of the Landlord by notice in writing to Tenant. The notice may be given before or within thirty (30) days after the running of the grace period for default and may be included in a notice of failure of compliance given under the provisions of paragraph 17(b) above set forth. If the property is abandoned by Tenant in connection with a default, termination shall be automatic and without notice.

19) If the lease is not terminated by election of Landlord or otherwise, Landlord shall be entitled to recover damages from Tenant for the default.

20) If the lease is terminated for any reason, Tenant's liability for damages shall survive such termination, and Tenant shall vacate the property immediately and shall remove all improvements and buildings constructed on the leased premises and shall perform any necessary clean-up or other work required to lease the property in its original condition. Any improvements not removed within ninety (90) days after the termination of this agreement shall become the property of the Landlord. Landlord may re-enter, 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 the liability for damages.

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

22) 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.

23) 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 the costs such sum as the court may adjudge reasonable as attorney fees, including attorney fees upon appeal.

24) Any notice required or permitted under this lease shall be given when actually delivered or when deposited in the United States mail as certified mail, addressed as follows:

To Landlord: City of Ontario
444 SW 4th Street
Ontario, Oregon 97914

To Tenant: Travis Hart
335 NW 19th Street
Ontario, Oregon 97914

or to such other address as may be specified from time to time by either of the parties in writing.

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

26) If the Tenant fails to perform any obligation under this lease, the Landlord shall have the option to do so after fifteen (15) day's written notice to the Tenant. All of the Landlord's expenditures to correct the default shall be reimbursed by the Tenant on demand with interest at the rate of 12% per annum from the date of expenditure by the Landlord.

27) In construing this lease, it is understood that the Landlord or Tenant may be more than one person; that if the context so requires, the singular pronoun shall be taken to mean and include the plural, the masculine, the feminine and the neuter, and that generally all grammatical changes shall be made, assumed and implied to make the provisions hereof apply equally to corporations and to individuals.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed as of the date and year first above written.

CITY OF ONTARIO, OREGON

ATTEST

Riley J Hill, Mayor

Tori Barnett, MMC, City Recorder

TENANT

TENANT

Travis Hart 374 Alpha

Travis Hart



**AGENDA REPORT
NEW BUSINESS
December 17, 2019**

To: Mayor and City Council

FROM: Daniel Beaubien, Airport Manager

THROUGH: Adam J. Brown, City Manager

SUBJECT: HANGAR LEASE TRANSFER: 120 JULIET (JACK WALKER)

DATE: December 10, 2019

PROPOSED MOTION:

I MOVE THE CITY COUNCIL APPROVE THE LEASE TO JACK WALKER FOR HANGAR 120 JULIET AS PRESENTED.

SUMMARY:

Hangar 120 Juliet has been purchased and the owner is seeking a new lease with the City of Ontario.

BACKGROUND:

Hangar leases with the City of Ontario are finalized by the City Council.

CURRENT SITUATION:

Jack Walker has purchased Hangar 120 Juliet from Steve Maine and now is required to have a lease with the city.

ANALYSIS:

- A. **STRATEGIC PLAN** This meets the categories on the Strategic Plan of Desirability, Lifestyle, and Growth.
- B. **FINANCIAL** A continued lease with the city means no loss in revenue.
- C. **TIMING** The purchase has already taken place, so the required lease transfer should take place as soon as possible.
- D. **POLICY/LEGAL** It is the responsibility of the city to grant a lease to those with a hangar at the Ontario Municipal Airport as long as they maintain ownership and remain in good standing. Following the city of Ontario resolutions, all hangar owners must have a signed lease agreement.

ALTERNATIVES:

The city could choose not to grant the lease.

RECOMMENDATION:

Staff recommends the lease be granted to Jack Walker for Hangar 120 Juliet.

ATTACHMENTS:

1. Map Exhibit A 120 Juliet
2. Insurance Jack Walker 120 Juliet 2019
3. Bill of sale Jack Walker 120 Juliet 10-18-2019
4. Lease Jack Walker 2019

Exhibit "A"

Hanger Lease



City of Ontario
Municipal Airport,
Malheur County,
Oregon



CERTIFICATE OF INSURANCE

CERTIFICATE HOLDER: City of Ontario
444 SW 4th Street
Ontario, OR 97914

POLICY NUMBER: 1000319836-03

NATURE OF INTEREST: Additional Insured

EFFECTIVE DATES: 01/01/2019 - 01/01/2020

NAMED INSURED: Jack Archie Walker Trustee
PO Box 426
Vale, OR 97918

INSURANCE COMPANY: Starr Aviation

INSURED AIRCRAFT:

FAA#	YEAR MAKE & MODEL	SEATS	LANDING GEAR	AIRWORTHINESS	USE	STORAGE
N3242D	1955 Cessna 180	1+3	Tailwheel	Standard	Pleasure and Business	Hangared

COVERAGES:

N3242D 1955 Cessna 180		
COVERAGE	LIMIT	DEDUCTIBLES
Aircraft Hull-Full Flight	\$ 100,000 Insured Value	\$ 0 Each and Every Loss
Aircraft Liability	\$ 1,000,000 Per Occurrence / \$ 100,000 Per Passenger	
Medical Payments	\$ 5,000 Per Person / \$ 20,000 Per Occurrence	

Policy		
COVERAGE	LIMIT	DEDUCTIBLES
Premises Liability	\$ 1,000,000 Per Occurrence	
SAA-Expanded Coverage Endorsement (10474)		

ADDITIONAL AGREEMENTS:

Additional Insured ☐ The certificate holder is included as an Additional Insured for Liability coverages but ONLY as respects the operations of the named insured, subject to all terms, conditions, limitations, amendments and endorsements under the policy.

Katrina Gemmel

Printed Name

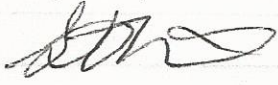
Authorized Signature

This is to certify that the policy(s) named above, subject to the terms, conditions, limitations and endorsements contained therein, and during their effective period, have been issued by the company(s) indicated above. In the event of material change or cancellation of said policy(s), the insurance company will endeavor to provide 30 day written notification to the certificate holder, except in the event of a 10 day notice for cancellation due to non-payment of premium. Failure to provide such notice shall impose no liability or obligation of any kind upon Regal Aviation Insurance (the broker) or the insurance company(s) involved. The foregoing evidence of coverage is not verbatim of policy conditions, limitations or language; the policy represented by this certificate is not amended in any way unless so stated below

Bill of Sale

I Steve Maino Seller
of Red Airplane Hanger
located at 120 Juliet
Ontario Municipal Airports
To Jack Walker of Vale Oregon
For the sum of \$22,500

Oct 18 - 2019

Seller 

Buyer Jack R. Walker

CK No 2708 - 18 Oct. 19



LEASE AGREEMENT
120 Juliet

THIS AGREEMENT made and entered into this **10th day of October, 2019**, by and between the **City of Ontario, Oregon, a municipal corporation**, hereinafter referred to as "Landlord" and **Jack Walker** hereinafter referred to as "Tenant."

WITNESSETH:

WHEREAS, Landlord is the owner of certain real property known and operated as the Ontario Municipal Airport; and

WHEREAS, Tenant desires to lease certain real property for airplane storage and hangar use.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein it is agreed as follows:

- 1) Landlord lease to Tenant and Tenant leases from Landlord the real property described in Exhibit "A," attached hereto and by this reference incorporated herein, for a period of **TWENTY (20) years**, commencing on the **10th day of October, 2019**. If the lease is not in default, unless either party shall give written notice prior to each anniversary date of this lease, and subject to Landlord's receipt from Tenant of the annual lease payment, the lease term will automatically renew for a successive ten-year term. A decision by Landlord to give Tenant written notice that Landlord does not intend to extend the ten year term of this lease shall be based upon Landlord's need to utilize the subject property for other airport or aircraft purposes.
- 2) Tenant shall pay to the Landlord as yearly rent the sum of **fifteen cent (15.44) cents** per square foot of the property described in Exhibit "A", subject to the rights of Landlord to escalate said rental amount as more specifically provided for hereinafter. The parties hereto covenant and agree that the total area of the property described in Exhibit "A" is **(2,000) square feet** for the purposes of determining the annual rent herein. The annual rental amount shall be paid on or before the **15th day of August each year and is payable each year in advance**.
- 3) It is mutually understood and agreed between the parties hereto that the rental amount may be adjusted upward or downward annually in the sole discretion of the Common Council of the City of Ontario. Such adjustment may be made in any year and shall be effective for the balance of the lease term or until further adjustment, if any. Any increase in rent shall not exceed the percentage increase in the Consumer Price Index for Oregon for the previous year. Adjustments to the rent shall not be made more frequently than one adjustment per year and each yearly adjustment shall not be an amount greater than 6% of the then existing rent.
- 4) The property shall be used to build an airplane hangar to be used primarily as storage of one or more airplanes. Any such construction shall be completed solely with Tenant's labor and at Tenant's expense.

- 5) Any new construction or improvements made on the property are to be approved in writing prior to commencement of either, and the same to be constructed and operated in conformity with all ordinances and regulations of the City.
- 6) The Tenant will keep and maintain all structures on the leased property in a constant state of good repair, and will refrain from storing any airplane parts, equipment, or debris outside buildings and will keep the premises in a clean, sightly condition. Any aircraft hangar located on the leased premises shall have operative doors. It is mutually understood and agreed between the parties hereto that the airport manager and/or building inspector of the City of Ontario shall have the right to inspect the premises periodically. In the event the building inspector of the City of Ontario deems any structure upon the leased premises not to be in compliance with any applicable statute, ordinance, rules or regulation or this agreement the Tenant agrees to correct such non-complying item at the Tenant's sole expense.
- 7) The Tenant covenants and agrees to spray or otherwise control weeds located on and around the leased premises.
- 8) The color of paint used in all new construction and in the painting of any and all structures shall conform to the airport color scheme as adopted by the Airport Committee.
- 9) The Tenant shall not use leased land for any purposes other than those authorized herein without the written consent of the Landlord.
- 10) The Landlord reserves the right to further develop the airport or landing area of the airport as it sees fit.
- 11) The Landlord reserves the right, but not the obligation to maintain and keep in repair the landing area of the airport and all public facilities of the airport.
- 12) This lease shall be subordinate to the provisions of any existing or future agreement between the Landlord and the United States relative to the operation or maintenance of the airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development of the airport.
- 13) During the time of war or national emergency, the Landlord shall have the right to lease the landing area or any part thereof to the United States government for military or naval use, and if such lease is executed, the provisions of this instrument insofar as they are inconsistent with the provisions of the lease to the government shall be suspended.
- 14) Except with respect to activities for which the Landlord is responsible, the Tenant shall pay as due all claims for work done on and for services rendered or material furnished to the leased premises and shall keep the premises free from any liens. If Tenant fails to pay 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 12% 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.

Tenant may withhold payment of any claim in connection with a good-faith dispute over the obligation to pay, so long as Landlord's property interests are not jeopardized. If a lien is filed as a result of non-payment, Tenant shall, within ten days after knowledge of the filing, secure the discharge of the lien or deposit with Landlord cash or a sufficient corporate surety bond or other security 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.

15) The Tenant shall obtain Commercial General Liability Insurance in a responsible company, with limits of \$1,000,000 each occurrence with a \$2,000,000 General Aggregate. Such insurance shall cover all risks arising directly or indirectly out of Tenant's activities on or any condition of the leased premises whether or not related to an occurrence caused or contributed to by Landlord's negligence, shall protect Tenant against the claims of Landlord on account of the obligations assumed by Tenant under the provisions of the indemnification paragraph contained herein, and shall protect Landlord and Tenant against any and all claims of third persons. **Tenant is required to provide a copy of current insurance coverage to the city.**

For purposes of compliance with this section, the landlord may provide sufficient insurance, naming the tenant as an additional insured. Should the landlord be unable to obtain liability and property damage insurance which provides adequate coverage, the tenant shall be responsible for such coverage as specified above. In the event the landlord provides said insurance, landlord makes no representations, warranties or assurances that said coverage is adequate for the purposes of protecting tenant. The purpose of said insurance is solely for the protection of landlord and nothing in this paragraph is intended to waive the limits as established in the Oregon Tort Claims Act, ORS 30.260 et seq., as it applies to landlord.

Should the landlord be required to pay additional or increased rates, the City shall have a right to surcharge the tenants in an amount in excess of the annual rental rate as defined in Section 3 of this agreement sufficient to reimburse the City.

16) No part of the leased property may be assigned to any third person without the prior written consent of the Landlord. This provision shall apply to all transfers by operation of law and to transfers to and by trustees in bankruptcy, receivers, administrators, executors and legatees. No consent in one instance shall prevent the provision from applying to a subsequent instance. The Landlord shall consent to a transaction covered by this provision when withholding such consent would be unreasonable in the circumstances.

17) The following shall be events of default:

- a) Failure of Tenant to pay any rent or other charge within thirty (30) days after it is due.
- b) 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 fifteen (15) 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

with the fifteen (15) day period, this provision shall be complied with if Tenant begins correction of the default within the fifteen (15) day period and thereafter proceeds with reasonable diligence and in good-faith to effect the remedy as soon as practicable.

c) Insolvency of Tenant; an assignment by Tenant for the benefit of creditors; the filing by Tenant of a voluntary petition in bankruptcy; and adjudication that Tenant is bankrupt or the appointment of a receiver of the properties of Tenant; the filing of an involuntary petition of bankruptcy and failure of the Tenant to secure a dismissal of the petition within thirty (30) days after filing; attachment of or the levy of execution on the leasehold interest and failure of the Tenant to secure discharge of the attachment or release of the levy of execution within thirty (30) days. If Tenant consists of two (2) or more individuals or business entities, the events of default specified in this paragraph shall apply to each individual unless within thirty (30) 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.

18) In the event of a default, the lease may be terminated at the option of the Landlord by notice in writing to Tenant. The notice may be given before or within thirty (30) days after the running of the grace period for default and may be included in a notice of failure of compliance given under the provisions of paragraph 17(b) above set forth. If the property is abandoned by Tenant in connection with a default, termination shall be automatic and without notice.

19) If the lease is not terminated by election of Landlord or otherwise, Landlord shall be entitled to recover damages from Tenant for the default.

20) If the lease is terminated for any reason, Tenant's liability for damages shall survive such termination, and Tenant shall vacate the property immediately and shall remove all improvements and buildings constructed on the leased premises and shall perform any necessary clean-up or other work required to lease the property in its original condition. Any improvements not removed within ninety (90) days after the termination of this agreement shall become the property of the Landlord. Landlord may re-enter, 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 the liability for damages.

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

22) 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.

23) 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 the costs such sum as the court may adjudge reasonable as attorney fees, including attorney fees upon appeal.

24) Any notice required or permitted under this lease shall be given when actually delivered or when deposited in the United States mail as certified mail, addressed as follows:

To Landlord: City of Ontario
444 SW 4th Street
Ontario, Oregon 97914

To Tenant: Jack Walker
PO Box 426
Vale, Oregon 97918

or to such other address as may be specified from time to time by either of the parties in writing.

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

26) If the Tenant fails to perform any obligation under this lease, the Landlord shall have the option to do so after fifteen (15) day's written notice to the Tenant. All of the Landlord's expenditures to correct the default shall be reimbursed by the Tenant on demand with interest at the rate of 12% per annum from the date of expenditure by the Landlord.

27) In construing this lease, it is understood that the Landlord or Tenant may be more than one person; that if the context so requires, the singular pronoun shall be taken to mean and include the plural, the masculine, the feminine and the neuter, and that generally all grammatical changes shall be made, assumed and implied to make the provisions hereof apply equally to corporations and to individuals.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed as of the date and year first above written.

CITY OF ONTARIO, OREGON

ATTEST

Riley J Hill, Mayor

Tori Barnett, MMC, City Recorder

TENANT

TENANT

Jack Walker 120 Juliet

Jack Walker



**AGENDA REPORT
NEW BUSINESS
December 17, 2019**

To: Mayor and City Council

FROM: Daniel Beaubien, Airport Manager

THROUGH: Adam J. Brown, City Manager

SUBJECT: HANGAR LEASE TRANSFER: 215 GOLF (SHAWN COLEMAN)

DATE: December 10, 2019

PROPOSED MOTION:

I MOVE THE CITY COUNCIL GRANT THE LEASE TO SHAWN COLEMAN FOR HANGAR 215 GOLF AS PRESENTED.

SUMMARY:

Hangar 215 Golf has been purchased and the owner is seeking a new lease with the City of Ontario.

BACKGROUND:

Hangar leases with the City of Ontario are finalized by the City Council.

CURRENT SITUATION:

Shawn Coleman has purchased Hangar 215 Golf from Alan Daniels and now is required to have a lease with the city.

ANALYSIS:

- A. **STRATEGIC PLAN** This meets the categories on the Strategic Plan of Desirability, Lifestyle, and Growth.
- B. **FINANCIAL** A continued lease with the city means no loss in revenue.
- C. **TIMING** The purchase has already taken place, so the required lease transfer should take place as soon as possible.
- D. **POLICY/LEGAL** It is the responsibility of the city to grant leases to those with a hangar at the Ontario Municipal Airport as long as they maintain ownership and remain in good standing. Following the city of Ontario resolutions, all hangar owners must have a signed lease agreement.

ALTERNATIVES:

The city could choose not to grant the lease.

RECOMMENDATION:

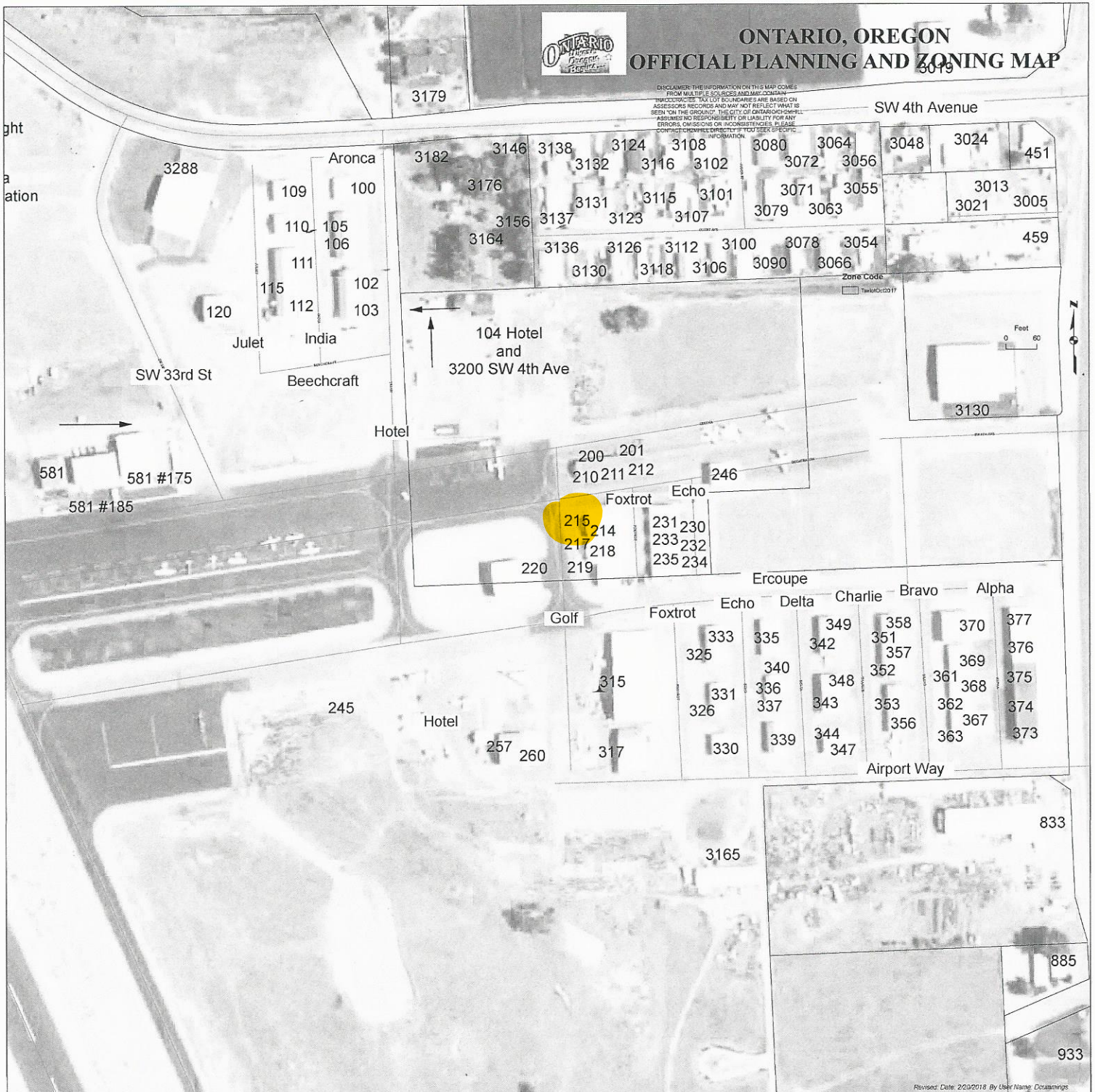
Staff recommends the lease be granted to Shawn Coleman for hangar 215 Golf.

ATTACHMENTS:

1. Map Exhibit A 215 Golf
2. Bill of sale 215 Golf Shawn Coleman 2019
3. Insurance 215 Golf Shawn Coleman 2019
4. Lease 215 Golf Shawn Coleman 2019

Exhibit "A"

Hanger Lease



City of Ontario
Municipal Airport,
Malheur County,
Oregon

Alan L Daniels

4451 Community Road
Ontario Oregon 97914
541-212-4808
alan.daniels.ono@gmail.com

September 3, 2019

Bill of Sale to:

Shawn Coleman
1481 Arata Way
Ontario Oregon 97914

Airplane Hangar 215 Golf at the Ontario Municipal Airport (property tax statement
account No: 20455) for the sum of \$36,000 paid in full.



Alan L Daniels



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:		
	PHONE (A/C, No, Ext):	FAX (A/C, No):	
INSURED	E-MAIL ADDRESS:		
	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A :		
	INSURER B :		
	INSURER C :		
	INSURER D :		
INSURER E :			
INSURER F :			

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE \$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
							MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG \$
	OTHER:						\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	☐ ANY AUTO						BODILY INJURY (Per person) \$
	☐ ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	☐ HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
	☐ SCHEDULED AUTOS						\$
	☐ NON-OWNED AUTOS						
	UMBRELLA LIAB						EACH OCCURRENCE \$
	☐ OCCUR						AGGREGATE \$
	EXCESS LIAB						\$
	☐ CLAIMS-MADE						
	DED ☐ RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						☐ PER STATUTE ☐ OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	☐ Y ☐ N					E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

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**LEASE AGREEMENT
215 Golf**

THIS AGREEMENT made and entered into this **3rd day of September, 2019**, by and between the **City of Ontario, Oregon, a municipal corporation**, hereinafter referred to as "Landlord" and **Shawn Coleman** hereinafter referred to as "Tenant."

WITNESSETH:

WHEREAS, Landlord is the owner of certain real property known and operated as the Ontario Municipal Airport; and

WHEREAS, Tenant desires to lease certain real property for airplane storage and hangar use.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein it is agreed as follows:

- 1) Landlord lease to Tenant and Tenant leases from Landlord the real property described in Exhibit "A," attached hereto and by this reference incorporated herein, for a period of **TWENTY (20) years**, commencing on the **3rd day of September, 2019**. If the lease is not in default, unless either party shall give written notice prior to each anniversary date of this lease, and subject to Landlord's receipt from Tenant of the annual lease payment, the lease term will automatically renew for a successive ten-year term. A decision by Landlord to give Tenant written notice that Landlord does not intend to extend the ten year term of this lease shall be based upon Landlord's need to utilize the subject property for other airport or aircraft purposes.
- 2) Tenant shall pay to the Landlord as yearly rent the sum of **fifteen cent (15.44) cents** per square foot of the property described in Exhibit "A", subject to the rights of Landlord to escalate said rental amount as more specifically provided for hereinafter. The parties hereto covenant and agree that the total area of the property described in Exhibit "A" is **(1,200) square feet** for the purposes of determining the annual rent herein. The annual rental amount shall be paid on or before the **15th day of August each year and is payable each year in advance**.
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Tenant may withhold payment of any claim in connection with a good-faith dispute over the obligation to pay, so long as Landlord's property interests are not jeopardized. If a lien is filed as a result of non-payment, Tenant shall, within ten days after knowledge of the filing, secure the discharge of the lien or deposit with Landlord cash or a sufficient corporate surety bond or other security 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.

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with the fifteen (15) day period, this provision shall be complied with if Tenant begins correction of the default within the fifteen (15) day period and thereafter proceeds with reasonable diligence and in good-faith to effect the remedy as soon as practicable.

c) Insolvency of Tenant; an assignment by Tenant for the benefit of creditors; the filing by Tenant of a voluntary petition in bankruptcy; and adjudication that Tenant is bankrupt or the appointment of a receiver of the properties of Tenant; the filing of an involuntary petition of bankruptcy and failure of the Tenant to secure a dismissal of the petition within thirty (30) days after filing; attachment of or the levy of execution on the leasehold interest and failure of the Tenant to secure discharge of the attachment or release of the levy of execution within thirty (30) days. If Tenant consists of two (2) or more individuals or business entities, the events of default specified in this paragraph shall apply to each individual unless within thirty (30) 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.

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22) 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.

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To Landlord: City of Ontario
444 SW 4th Street
Ontario, Oregon 97914

To Tenant: Shawn Coleman
1481 Arata Way
Ontario, Oregon 97914

or to such other address as may be specified from time to time by either of the parties in writing.

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

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IN WITNESS WHEREOF, the parties have caused this instrument to be executed as of the date and year first above written.

CITY OF ONTARIO, OREGON

ATTEST

Riley J Hill, Mayor

Tori Barnett, MMC, City Recorder

TENANT

TENANT

Shawn Coleman 215 Golf

Shawn Coleman



**AGENDA REPORT
NEW BUSINESS
December 17, 2019**

To: Mayor and City Council

FROM: Betsy Roberts, City Engineer

THROUGH: Adam J. Brown, City Manager

SUBJECT: CITY OF ONTARIO 2020 SANITARY SEWER IMPROVEMENTS

DATE: December 12, 2019

PROPOSED MOTION:

I MOVE THE CITY COUNCIL APPROVE THE KELLER & ASSOCIATES DESIGN TASK ORDER FOR OVER 14,000 LINEAR FEET OF SANITARY SEWER REHABILITATION FOR AN AMOUNT OF \$127,400 AND NOT TO EXCEED \$151,200 WITHOUT CITY MANAGER APPROVAL.

SUMMARY:

The City has been in the process of improving aging sanitary sewer lines throughout the City grid on an annual basis. The design project contemplated for 2020 is much larger than typical; this is to provide a significant backlog of sewer rehabilitation design as funds become available. Repair of sanitary sewer mainline to reduce inflow and infiltration (I/I) is being required as part of the City's new National Pollutant Discharge Elimination System (NPDES) permit.

BACKGROUND:

The City has made an effort to rehabilitate or repair aging sanitary sewer on an annual basis. This effort reduces the amount of I/I entering the system as well as potential exfiltration from the system. The Oregon Department of Environmental Quality (DEQ) views this exercise as an important step in sewer system maintenance. With Ontario's new NPDES permit, this activity takes on a much greater role. The permit will require a Pollutant Source Reduction Plan in the coming years. Rehabilitation and repair of sewer pipe and resultant I/I reduction will be a required step of that plan.

Understanding this effort is required through the permit, City staff have reached out to Business Oregon to begin discussions about grant and loan opportunities. The Community Development Block Grant (CDBG) provides an excellent opportunity for up to \$2.5M dollars in grant. With this in mind, staff have reviewed the Closed-Circuit TV (CCTV) video for an older section of the City known to have excessive I/I. Through the review, over 14,000 LF of pipe

have been identified for rehabilitation. Staff proposes securing a Task Order for the design of rehabilitation and repair project so that it is on the shelf and ready for construction as funds are available.

CURRENT SITUATION:

With the potential to secure CDBG funding, the City is in the right place to complete a substantial design effort to be available for construction as funding becomes available. The design Task Order has been developed by Keller & Associates, an engineering firm that was selected for the City's On-Call services contracts. They will provide engineering design services, including Contract Documents that will be released for bid as funds are available. If CDBG funds are not available, a portion of the proposed rehabilitation work can be split off and constructed using City funds. Final design needs to be completed prior to application of CDBG funds.

ANALYSIS:

- A. **STRATEGIC PLAN** Growth: Improvement of the existing infrastructure supports the City's ability to serve community growth. Desirability: System reliability is certainly a desirable aspect of any community. Lifestyle: Enhancing the quality of the existing infrastructure enhances the quality of life for residents – they experience fewer unplanned outages and emergency infrastructure situations.
- B. **FINANCIAL** The Utility Capitalization Fund (UCF) has an approved \$400,000 available for design and construction for this effort. The total amount of the Task Order from Keller & Associates is \$151,200 total. The cost breaks down as follows:

Project Management, design, QC, and bidding services	\$127,400
Contingency Services	\$23,800

The Contingency Services was specifically requested by the Engineering staff; this is to account for additional survey support if needed during the design phase as well as possible addition of waterline rehabilitation to accommodate pipe bursting activities. Because the rehabilitation effort for the pipes will consist mainly of pipe bursting and lining, survey information is not critical. There are, however, several manholes that will need replacement; City staff may be able to provide simple level information to establish adequate design data, but if not, the team has a mechanism in place through the contingency to request additional services from Keller. The contingency will only be used with the City Manager's approval.

- C. **TIMING** The City has funding available to approve the design effort in the current CIP. It is essential to continue improving the sanitary sewer system. Completing the design quickly allows the City to apply for CDBG funds.
- D. **POLICY/LEGAL** This item requires Council approval before the City Manager can sign on behalf of the City.

ALTERNATIVES:

- 1. If approved, the sewer rehabilitation project can be designed and a CDBG application can be developed and submitted.
- 2. If rejected, the City will not be able to complete the design or submit an application for CDBG funding.

RECOMMENDATION:

Staff recommends that the City Council approve the design Task Order for Keller & Associates for \$127,400 and not to exceed \$151,200 with City Manager approval.

ATTACHMENTS:

- 1. 2020 Pipelines_KA_Ontario_Agmt_2019-12-10

AGREEMENT FOR PROFESSIONAL SERVICES

This is an Agreement effective as of _____ ("Effective Date") between the **City of Ontario, Oregon** ("Owner") and **Keller Associates, Inc.** ("Consultant").

Owner's Project, of which Consultant's services under this Agreement are a part, is generally identified as follows: **2020 Annual Water & Sewer Line Replacement Project** ("Project").

The Owner and the Consultant agree to the following Project scope, schedule, and compensation:

SCOPE: Consultant's services under this Agreement are generally identified as follows:
See Attachment A.

SCHEDULE: The Agreement shall commence on the above written date. Consultant anticipates to complete Tasks 1-4 outlined in Attachment A within 90 days.

COMPENSATION:

Basic Services. As compensation for services to be performed by Consultant, the Owner will pay Consultant a lump sum amount of \$127,400 (One Hundred Twenty-Seven Thousand Four Hundred dollars) for Tasks 1-5 as described in Attachment A. The Owner will pay Consultant on a time and materials basis for the Contingency Task 8 with an estimated budget of \$23,800 (Twenty-Three Thousand Eight Hundred dollars) for Task 8 as described in Attachment A. Consultant will not perform work described in Task 8 until authorized by the Owner. Compensation for Tasks 6 and 7 will be determined at a future time.

Additional Services. Compensation for performing Additional Services will be pursuant to a mutually agreed upon amendment to this Agreement.

In Witness Whereof, the parties hereto have executed this Agreement as of the date first above written. Owner further acknowledges that it has reviewed and accepted the attached Standard Terms and Conditions.

OWNER: ONTARIO, OREGON

CONSULTANT KELLER ASSOCIATES, INC.:

Signature: _____
Name: _____
Title: _____
Address: 444 SW 4th Street, Ontario,
Oregon 97914
Telephone: 541-881-3201
Date: _____

Signature: 
Name: James Bledsoe
Title: Principal
Address: 131 SW 5th Avenue,
Meridian, Idaho 83642
Telephone: 208-288-1992
Date: 12-10-2019

STANDARD TERMS AND CONDITIONS

1. **CONTRACT** – This document constitutes the full and complete Agreement between the parties and supersedes all prior negotiations, representations or agreements, whether written or oral. The Agreement may be amended only if both parties specifically agree in writing to such amendment of the Agreement.
2. **INVOICES AND PAYMENT** – Owner will make payment within 15 calendar days of the invoice date. Consultant shall keep accurate records of expenses. If Owner contests an invoice, Owner shall advise the Consultant within 15 days of receipt of invoice of the specific basis for doing so, may withhold only that portion so contested, and shall pay the undisputed portion.

Interest. If payment is not received by the Consultant within 30 calendar days of the invoice date, Owner shall pay interest at a rate of 1½% per month (or the maximum allowable by law, whichever is lower) of the past due amount. Payments will be credited first to interest and then to principal.

Suspension. If the Owner fails to make payments when due, the Consultant may suspend performance of services upon five (5) calendar days' notice to the Owner. Owner agrees to indemnify and hold Consultant harmless from any claim or liability resulting from such suspension.
3. **DOCUMENTS** – All documents prepared or furnished by Consultant are instruments of service, and Consultant retains ownership and property interest (including the copyright and the right of reuse) in such documents. Owner shall have a limited license to use the documents in and for the Project subject to full payment for all services relating to preparation of the documents. The Owner agrees to obtain prior written agreement for any reuse or modifications of the instruments of service, and understands that any unauthorized use of the instruments of service shall be at the Owner's sole risk and without liability to the Consultant.
4. **STANDARD OF CARE** – The standard of care for all professional engineering and related services performed or furnished by the Consultant under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. The Consultant makes no warranties, expressed or implied, under this Agreement or otherwise, in connection with the Consultant's services. Consultant shall exercise usual and customary professional care in its efforts to comply with applicable codes, regulations, laws, rules, ordinances, and such other requirements in effect as of the date of execution of this Agreement.
5. **CHANGES OR DELAYS** – The proposed scope of services, compensation, schedule, and allocation of risks reflect Consultant's understanding of the Project at the date of this Agreement. Costs and schedule commitments shall be subject to renegotiation for changed conditions, unreasonable delays caused by the Owner's failure, independent government agencies, acts of God, or causes beyond the reasonable control of Consultant. Where this occurs, changes in the Agreement shall be negotiated and an equitable adjustment shall be made.
6. **TERMINATION** – The Owner and Consultant may terminate this Agreement in whole or in part at any time by giving 30 days written notice thereof. The Owner shall promptly pay Consultant for all services rendered to the effective date of suspension of services, plus suspension charges, which shall include the cost of assembling documents, personnel and equipment, rescheduling or reassignment, and commitments made to others on the Owner's behalf.
7. **SUSPENSION OF SERVICES** – If the Owner suspends services of the Consultant for any reason for more than thirty days, the Consultant shall be reimbursed for expenses incurred due to suspension of services, including costs associated with rescheduling or reassigning personnel, and commitments made to others on Owner's behalf.
8. **INDEMNITY AND LIMITATION OF LIABILITY** – Owner and Consultant each agree to indemnify and hold the other (including their respective officers, directors, employees, agents, owners, shareholders, members, partners, sub-consultants, subcontractors, and representatives) harmless from and against liability for all claims, losses, damages and expenses, to the extent such claims, losses, damages, or expenses are caused by the indemnifying party's negligent acts, errors or omissions. In the event claims, losses, damages, or expenses are caused by the joint or concurrent negligence of Owner and Consultant, they shall be borne by each party in proportion to its negligence. Neither the Owner nor Consultant shall be liable for incidental, indirect or consequential damages. The Consultant's liability to the Owner and to all construction contractors and subcontractors on the Project, due to the Consultant's negligent acts, errors omissions, or breach of contractual obligations relating to or arising out of the Project shall not exceed the Consultant's total.

9. **OPINIONS OF COST** – Consultant's opinions of probable cost represent Consultant's judgment as an experienced and qualified design professional. Since Consultant has no control over the cost of labor, materials, equipment, or services furnished by others, or over the Owner's and other contractor's methods of determining prices, or over competitive bidding or market conditions, the Consultant cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable cost prepared by the Consultant.
10. **CONSTRUCTION PHASE SERVICES** – If Consultant performs any services during the construction phase of the Project, Consultant shall not supervise, direct, or have control over Contractor's work. Consultant shall not have authority over or responsibility for the construction means, methods, techniques, sequences or procedures or for safety precautions and programs in connection with the work of the Contractor. Consultant does not guarantee the performance of the construction contract by the Contractor and does not assume responsibility for the Contractor's failure to furnish and perform its work in accordance with the Contract Documents.

11. **MISCELLANEOUS**

Right of Entry: Unless otherwise noted in the scope of work, the Owner shall provide for Consultant's right to enter the property owned by the Owner and others in order to fulfill the services to be performed hereunder.

Dispute Resolution: Owner or its Contractor agree to notify Consultant of any claims against the Consultant within 10 days of discovery of any allegations, errors or omissions. Should a dispute arise, Owner and Consultant agree to negotiate disputes between them in good faith for a period of 30 calendar days from the date the dispute is raised in writing by either the Owner or Consultant. If the parties fail to resolve the dispute through negotiation, then the dispute shall be decided through non-binding mediation or other mutually agreed alternative dispute resolution technique. Fees and expenses for mediation shall be split equally between the parties. The Owner and Consultant agree non-binding mediation or other mutually acceptable dispute resolution technique shall precede litigation. This Agreement shall be governed by the laws of the State where the Project is located.

Hazardous Environmental Conditions: The scope of Consultant's services does not include any responsibility for detection, remediation, accidental release, or services relating to waste, oil, asbestos, lead or other hazardous materials, as defined by Federal, State, and local laws or regulations. Consultant is not required to become an arranger, operator, generator, or transporter of hazardous substances, and shall have no responsibility for the discovery, handling, removal, disposal or exposure of persons to hazardous substances of any form.

Consultant Reliance: Consultant shall be entitled to rely, without liability or the need for independent verification, on the accuracy and completeness of any and all information provided by Owner, Owner's consultants and contractors, information from public records, and information ordinarily or customarily furnished by others, including, but not limited to specialty contractors, manufacturers, suppliers, and publishers of technical standards.

Certifications: Consultant shall not be required to sign any documents that result in Consultant having to certify, warrant, or guarantee the existence of conditions whose existence Consultant cannot ascertain within its services for the Project.

Third Parties: Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Consultant. Consultant's services hereunder are being performed solely for the benefit of the Owner, and no other entity shall have any claim against Consultant because of this Agreement or Consultant's performance of services hereunder.

Severability & Waiver: In the event any of these Contract Provisions are found to be illegal or otherwise unenforceable, the unenforceable Contract Provisions will be stricken, and those remaining Contract Provisions shall continue in full force and effect. The failure of either party of this Agreement to insist, in any one or more instances, upon the performance of any of the terms, covenants or conditions of this Agreement, shall not be construed as a waiver of such term, covenant or right.

Joint Drafting: The Parties expressly agree that this Agreement was jointly drafted, and that they both had opportunity to negotiate its terms and to obtain the assistance of counsel in reviewing its terms prior to execution. Therefore, this Agreement shall be construed neither against nor in favor of either Party, but shall be construed in a neutral manner.

ATTACHMENT A
for
Design and Construction Administration
for City of Ontario 2020 Annual Water & Sewer Line Replacement Project
between
KELLER ASSOCIATES, INC.
and
CITY OF ONTARIO

Scope and Budget

ARTICLE I, SCOPE OF WORK

Project Description

The City of Ontario (Owner) desires to rehabilitate sections of potable water mains and sewer mains. The scope of this project is to review the recommended pipe rehabilitation measure made by the Owner using information provided by the Owner, prepare design and construction documents, and provide bidding and construction support. The scope of this project includes the pipeline segments/areas described below:

- ***Segments/Area 1 – Alley between SE 4th Street and SE 5th Street from SE 1st Avenue to SE 3rd Avenue:*** This segment includes approximately 820 lineal feet sewer main and 660 lineal feet of water main. This segment includes the section of sewer main to the east from MH 75 to MH 78 in SW 2nd Avenue.
- ***Segments/Area 2 – Alley between NW 2nd Street and NW 3rd Street from NW 4th Avenue to NW 7th Avenue:*** This segment includes approximately 1230 lineal feet of both sewer and water main.
- ***Segments/Area 3 – Three one-block alleys between NW 3rd Street and NW 6th Street from NW 3rd Avenue to NW 2nd Avenue and one more block between NW 3rd Street and NW 4th Street between NW 2nd Avenue and NW 1st Avenue:*** This area includes four segments with a total approximate length of 1280 lineal feet of sewer main only.
- ***Segments/Area 4 – Area generally between SW 7th St on the west, S Oregon St on the east, SW 7th Ave on the north, and SW 11th Ave on the south:*** This area includes approximately 35 segments with an approximate length of 11,000 lineal feet of sewer mains only.

These segments/areas include approximately 43 segments of sewer mains (from manhole to manhole) and 2 segments of water mains in need of rehabilitation with a total length of 16,200 feet. It is understood that the City desires to reconstruct sewer/water service laterals to the edge of the right-of-way when pipe

burst or open trench construction methods are used for pipe rehabilitation. No permits, private landowner agreements, or waterway crossings are anticipated. The project is anticipated to be funded with local funds and a Community Development Block Grant (CDBG).

The following engineering services will be provided by Keller Associates, Inc. (Consultant):

Task 1: Project Management

- 1.1 This task includes project management services to be completed during the design and construction phase and includes routine project accounting, progress reports, and general project coordination.

Task 2: Review of Owner Recommended Rehabilitation Measure

- 2.1. Owner will review closed caption television video (CCTV) and summary reports and determine the recommended pipeline/manhole rehabilitation measure and provide that recommendation to the Consultant for each pipeline and manhole outlined in the project description including stationing of each active sewer service tap. Written logs will also provide all pertinent information needed by the Contractor, including service line intrusions, broken service connections, missing pipe, extent and depth of sags, and pipe offsets.
- 2.2. Consultant will review photos and comments on the written CCTV summary reports and aerial photography to assess constructability limitations when reviewing Owner recommended rehabilitation measures. Where concerns are identified with the recommended rehabilitation measure, review findings with Owner in progress meeting.
- 2.3. It is understood that Consultant's review of recommended rehabilitation measures does not include a review of actual CCTV video footage, and Consultant will rely on the information provided by the Owner. Review of CCTV can be performed by Consultant as an additional service, if needed.

Task 3: Design Services

- 3.1. Prepare construction drawings and specifications for the proposed sewer and water main improvements. Construction standards will conform to the 2017 Edition of the Idaho Standards for Public Works Construction (ISPWC). Final design drawings will generally only include plan views with aerial photography and Owner furnished GIS shapefiles as background. Utility locations, street features, and right of way boundaries will be based on GIS shapefiles. Where both sewer and water mains are being rehabilitated, both utility improvements will be shown on the same

plan view drawings. Plan and profile view details will be developed with topographic survey only where topographic surveying is completed as directed by the Owner. It is contemplated that the design drawings will be organized into four bid schedules, but a single drawing package.

The following assumptions have been made for purposes of the original scope of work and compensation based on information furnished by the Owner.

- 1) Plan/profile details will be developed for 10 locations (generally assumed to be less than 200 feet in length) where open excavation spot repairs/reconstruction of main lines and/or manholes will be recommended.
- 2) For budgeting purposes, it is assumed that design drawings will reflect pipe burst of AC water mains where parallel with segments of sewer main to be pipe burst which is assumed to be approximately 5,000 feet.

It is assumed that erosion and sediment control plans and traffic control plans will be prepared by the contractor and that general requirements for these will be outlined in the specifications. Plans and specifications will reflect asphalt repair for service connection where required. Full roadway asphalt repair is not assumed.

- 3.2. Specifications will be provided as part of the contract documents including: standard construction forms, bid proposal with four bid schedules, construction contract, general conditions to the contract, supplemental conditions, and technical specifications. The EJCDC will form the basis for contract documents. Bidding documents will require conformance to Oregon labor laws. Bid documents will include specification inserts required for projects funded with Community Development Block Grants (CDBG).
- 3.3. Provide a 60% plan review set (11x17) of the improvement design drawings to the Owner. Coordinate review comments during a conference call.
- 3.4. Incorporate comments from 60% plan review and prepare 100% design plans (11x17), technical specifications, and bidding documents. Consultant will provide Owner two hard copies and one PDF set.
- 3.5. Prepare opinion of cost estimate based on final bid schedule.

Task 4: Permitting

- 4.1. No permitting is anticipated except securement of a City right of way permit which will be the responsibility of the Contractor.

Task 5: Bidding

- 5.1. Administer a single public bidding process soliciting bids for construction including attendance to a single pre-bid meeting, responding to bidders questions, issuing addenda as needed, attending bid opening, and preparation of recommendation of notice of award for a single construction contract agreement package.

Task 6: Construction Administration

- 6.1. Prepare three sets of construction agreement packages for signature by City and Contractor along with a Notice to Proceed.
- 6.2. Review contractors' submittals to check that proposed materials generally conform to the specifications. Respond to questions during construction. Evaluate and process change orders, pay applications, and requests for information. The duration of the construction phase will be determined at a future time.
- 6.3. Attend construction meetings/site visits including the preconstruction meeting and final inspection. Prepare and distribute construction meeting/site visit minutes. Prepare a punchlist based on final inspection. The number of construction meetings which the Consultant will attend will be determined at a future time.
- 6.4. The Owner will complete construction observation. Consultant can provide construction observation as requested as an additional service based on a time and materials basis.

Task 7: Record Drawings

- 7.1. Upon completion of the work, the Consultant shall deliver to the Owner a reproducible set of record documents based upon the Contractor provided as-built redlines, addenda, change orders and other data furnished by the Owner and Contractor. These record documents will show significant changes (if any) made during construction. Because these record documents are based on unverified information provided by other parties, which the Consultant shall assume will be reliable, the Consultant cannot and does not warrant their accuracy. Record drawing package shall include a PDF on CD and two sets of half-size (11x17) drawings on paper.

Task 8: Additional Services (Contingency)

The following services will be provided as an additional service on a time and materials basis with written approval from the Owner. It is not known

at the time of the executing of the contract the extent of these services that will be needed to perform the project. Consequently, a contingency budget has been established. If services are requested by the Owner beyond the available total contingency budget, such services will be provided on a time and materials basis in accordance with the current Consultant Title Code Billing Rates.

- 8.1. Surveying Services: A topographic survey will be conducted for isolated locations where trenching construction methodologies are recommended such as main line, service line, or manhole open excavation spot repairs/reconstruction. Topographic survey will include visible surface features and utilities marked by Digline prior to survey field work. Except where potholing is completed, utilities depicted on the plans as a result of this task will not be verified and must be field verified, located, and protected by the Contractor during construction. No property boundary surveying and dispute support will be provided.
- 8.2. Additional Drawing Design Details: The scope of work and compensation for Task 3 Design Services includes preparation plan and profile details for up to ten locations. Consultant can provide plan and profile details for additional locations under this time and materials contingency task as directed by the Owner. A contingency budget of \$16,000 has been established which includes design details for eight additional locations.

Summary of Services Provided by Owner or Others

The following services/items will be provided by the Owner or others and are not included in the Consultant's scope and compensation outlined above.

- Input on rehabilitation method, pipeline alignment (if required), 50% and 90% plans and specifications.
- Construction staking.
- Asphalt core samples if desired.
- Geotechnical exploration and any environmental permitting and support services (if needed).
- Provide access to records, CCTV data, GIS and mapping.
- Pay for any permit, legal, and advertising fees.
- Provide other relevant information to assist in design.
- Provide legal and risk management services; including review of contract documents.
- All CDBG administration and/or funding support and tracking services (i.e. reporting, Davis-Bacon wage interviews, and processing certified pay rolls).
- Construction observation and inspection.
- Public and stakeholder outreach and coordination.

ARTICLE II, SCHEDULE

Consultant will complete Tasks 1-4 within 90 days of the Notice to Proceed. This schedule assumes Owner provides complete CCTV records within a timely manner and timely responses to 75% and 100% design documents.

ARTICLE III, ENGINEERING COMPENSATION

The Consultant will be compensated in accordance with the table below.

Task	Description	Fee Type	Amount
1	Project Management	LS	\$9,700
2	Review of Owner Recommended Rehabilitation Measure	LS	\$9,100
3	Design Services	LS	\$99,800
4	Permitting		-
5	Bidding	LS	\$8,800
6	Construction Administration	LS	TBD
7	Record Drawings	LS	TBD
8	Additional Services (Contingency)	T&M	\$23,800
TOTAL			\$151,200



**AGENDA REPORT
NEW BUSINESS
December 17, 2019**

To: Mayor and City Council

FROM: Dan Cummings, Community Development Director

THROUGH: Adam J. Brown, City Manager

SUBJECT: ORDINANCE #2769-2019: ADOPTING TEMPORARY OREGON STRUCTURAL SPECIALTY CODE PROVISIONS FOR THE CITY OF ONTARIO BUILDING REGULATIONS OMC 4-1-1 AND DECLARING AN EMERGENCY

DATE: December 12, 2019

PROPOSED MOTION:

I MOVE THE CITY COUNCIL APPROVE ORDINANCE #2769-2019, AN ORDINANCE ADOPTING TEMPORARY OREGON STRUCTURAL SPECIALTY CODE PROVISIONS FOR THE CITY OF ONTARIO BUILDING REGULATIONS OMC 4-1-1 AND DECLARING AN EMERGENCY, ON FIRST READING BY TITLE ONLY.

I MOVE THE CITY COUNCIL WAIVE THE SECOND READING OF ORDINANCE #2769-2019.

SUMMARY:

Oregon Building Code Division (BCD) has interpreted the statutory authority of ORS 455.020, which sets forth the adoption of a statewide set of construction codes, to mean the statewide codes only apply to buildings or structures used by human occupants. In doing so, BCD has articulated a number of 26 specific items that are not included in the scope of the statutory authority of the state codes. BCD has also indicated that jurisdictions who wish to regulate these items are free to do so through local adoption. Since the adoption of a statewide code in 1974, local jurisdictions previously relied on a much broader interpretation of ORS 455.020.

Oregon Building Officials Association (OBOA) is very concerned with this change in interpretation. OBOA views this as a significant departure for local jurisdictions from past practice and one that causes major internal ripple effects for local programs. While it may provide local flexibility, it is also seen as a major hit on the consistency in administration of the statewide construction codes where each jurisdiction will potentially adopt different codes for those items now excluded from the scope. Statewide consistency and uniformity of construction codes has always been a primary purpose for having a state wide code.

BACKGROUND:

The OBOA Board assembled a task force to review the recent BCD changes to Chapter 1, Scope and Administration, of the Oregon Structural Specialty Codes (OSSC).

On September 20, 2019, the OBOA Legislative Committee, in response to notice of public hearings, sent BCD a letter objecting to the proposed change in rules dealing with the scope of the code, along with reasons for the objection. This action did not change the rule making. The long list of 26 items no longer included in the scope of the code was published in the 2019 OSSC Chapter 1, Scope and Administration.

On October 11, 2019, the OBOA Board appointed a task force to begin addressing this issue.

Extension Request - Because of the significant changes and extremely short timeline to adopt local provisions before January 1, 2020, the first step of the task force was to request that BCD allow an extension of time until July 1, 2020, for local jurisdictions to continue using the previous Chapter 1, Scope and Administration section of the OSSC and ORSC (Oregon Residential Specialty Code).

BCD denied this request. The rationale given for denial was that this is a scoping and statutory authority problem. Per BCD, jurisdictions (unbeknownst to many) should not have previously been using Chapter 1 of the Specialty Codes to cover the administration of permit programs for the 26 items that BCD has interpreted were not statutorily included in the scope of the statewide code unless jurisdictions locally adopted those provisions separately.

SUMMARY OF CHANGES

The ripple effects of this change are many and the task force has summed up the changes into three main categories:

Category 1: Technical items proposed to be excluded from the code (e.g.: Regulation on construction of new communication towers, retaining walls, and tanks not supported by buildings);

Category 2: Changes that revise the authority of the building code when addressing code enforcement actions on building code violations; and

Category 3: Removal of the reference to "other ordinances of the municipality" when reviewing a development proposal for issuance of permits or certificates of occupancy (e.g., land use conditions, engineering standards).

MOVING FORWARD

This is a very challenging and fluid topic with a lot of angles to consider. At this point the task force is providing four options for local municipalities to consider until we have clarification from BCD as to application of the new rules:

- 1). Adopt the 2014 OSSC Chapter 1 Scope and Administration as a temporary fix to address the scoping provisions until we have more details about the changes municipalities are allowed to make.
- 2). Amend your local ordinances to reflect the scoping and administrative provisions not included in the 2017 ORSC and the 2019 OSSC.
- 3). Rewrite and adopt into your local ordinances the amended Chapter 1 of the OSSC and ORSC.
- 4). The forth option is to do nothing and hope no one challenges the new provisions (The OBOA task force does not recommend this option).

OBOA has requested additional written clarification from BCD regarding what can and cannot be locally regulated, but at this time no response has been received.

CURRENT SITUATION:

Temporary code provisions must be adopted in order for the City to continue to effectively and efficiently administer its building permit program until the City determines how to permanently implement current changes to the Oregon Structural Specialty Code (OSSC) effective January 1, 2020.

ANALYSIS:

- A. **STRATEGIC PLAN** Adoption of this action will allow the City to continuing the Desirability of living in Ontario, as will as protect the current Lifestyle and provide for continued Growth in an orderly and safe manner.
- B. **FINANCIAL** Without the adoption of these regulations, it could result in a loss in current revenue on building permit fees.
- C. **TIMING** An emergency exists as it is necessary to adopt the specialty codes and standards necessary to administer a complete building inspection program, and to ensure that proper authority exists for enforcement and implementation of the program effective on or before January 1, 2020.
- D. **POLICY/LEGAL** This action is legally needed to continue to enforce current regulations and allow permits to be issued for structures as authorized in the past.

ALTERNATIVES:

Council could chose not to implement this code change and only issue permits to structures used by human occupants as established under the 2019 Oregon Structural Specialty Code.

RECOMMENDATION:

Staff recommends the City Council approve Ordinance #2769-2019.

ATTACHMENTS:

1. Ord #2769-2019 OMC 4-1-1 Building Codes



ORDINANCE #2769-2019

ORDINANCE #2769-2019 ADOPTING TEMPORARY OREGON STRUCTURAL SPECIALTY CODE PROVISIONS FOR THE CITY OF ONTARIO BUILDING REGULATIONS OMC 4-1-1, AND DECLARING AN EMERGENCY

- WHEREAS,** The Oregon Building Code Division has interpreted the statutory authority of ORS 455.020, which sets forth the adoption of a statewide set of construction codes, to mean the statewide codes only apply to buildings or structures used by human occupants; and
- WHEREAS,** In so doing, BCD has articulated a number of 26 specific items that are not included in the scope of the statutory authority of the state codes; and
- WHEREAS,** Oregon Building Code Division has also indicated that jurisdictions who wish to regulate these items are free to do so through local adoption; and
- WHEREAS,** Temporary code provisions must be adopted in order for the City of Ontario to continue to effectively and efficiently administer its building permit program until the city determines how to permanently implement current changes to the Oregon Structural Specialty Code (OSSC) effective January 1, 2020; and
- WHEREAS,** The adoption of temporary provisions to the city's building code is recommended by the Oregon Building Officials Association; and
- WHEREAS,** This ordinance will allow the City of Ontario Building Department to temporarily operate at status quo.

NOW THEREFORE, THE CITY OF ONTARIO ORDAINS AS FOLLOWS:

1. The *2014 Oregon Structural Specialty Code (OSSC) Chapter 1 Scope and Administration* is adopted and enforced as part of the Ontario County Building Code OMC 4-1-1. This adoption shall be temporary and will automatically sunset on June 31, 2020, if not earlier repealed by the Ontario City Council. These provisions are in addition to the 2019 OSSC as adopted by OAR 918-460-0010 through 918-460-0015, effective January 1, 2020.
2. An emergency is hereby declared to exist as it is necessary to adopt the specialty codes and standards necessary to administer a complete building inspection program, and to ensure that proper authority exists for enforcement and implementation of the program effective on or before January 1, 2020.
3. This ordinance shall become effective on January 1, 2020.

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

AYES:

NAYS:

ABSENT:

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

ATTEST:

Riley J. Hill, Mayor

Tori Barnett, MMC, City Recorder



**AGENDA REPORT
NEW BUSINESS
December 17, 2019**

To: Mayor and City Council

FROM: Adam J. Brown, City Manager

THROUGH: Adam J. Brown, City Manager

SUBJECT: ENERGY SAVINGS PERFORMANCE CONTRACT

DATE: December 13, 2019

PROPOSED MOTION:

NO MOTION NEEDED. CONSENSUS TO CONTINUE TO MOVE FORWARD AT NO COST TO THE CITY.

SUMMARY:

City staff is exploring ways of saving energy costs through the use of an Energy Savings Company (ESCO).

BACKGROUND:

The City let a Request for Proposals (RFP) for an energy Savings Performance Contract (ESPC). Three proposals were received and evaluated by a team of four from the City and Jacobs. All three proposals were very close in the paper evaluation phase. We invited all three to present to our committee on December 12, 2019.

An ESPC is a way of making energy improvements to city facilities in a risk free and cost neutral manner. The company selected will first do a feasibility study to determine the potential for a project. If they feel there is a potential for a energy and cost savings project they will come back to the Council to enter into an agreement to do an energy audit. No funds will be expended between now and when the energy audit proposal comes back to the Council.

After the energy audit is conducted, the contractor creates a Project Development Plan, which will provide a way to exercise any and all incentives and a financing plan to pay for the improvements without any out of pocket costs. The cost of the energy audit is then folded into the Project Development Plan. The only risk for the City is if we do not move forward with a project, in which case we just pay the ESCO for the energy audit.

CURRENT SITUATION:

A project is created by merging high return items with low return items that will self finance the purchase of both to get an immediate return. The ESCO will manage the entire project, including the acquisition and installation of energy improvements. The City pays for the financing, which can be with the ESCO or another private entity, out of the energy savings for the period in which the costs are amortized. Once the improvement costs are paid off, the City benefits from all of the savings. An ESPC guarantees a level of cost savings sufficient to cover the financed debt. If the targets are not met, then the ESCO pays the City the difference in what was met and the target.

The ESCO has expert insights into grants, incentives, and rebates offered with each type of improvement and from many sources, and will use those to drive down the cost financed. They will conduct all of the grant writing and applications for rebates and incentives so that city staff does not have to use their time.

Staff received proposals from McKinstry, Johnson Controls, and Ameresco. All three have excellent reputations and a large business footprint nationally.

The selection team would like to move forward with Ameresco and allow them to begin a feasibility study. Their response to the RFP is attached.

ANALYSIS:

- A. **STRATEGIC PLAN** This does not have a direct strategic impact, but whatever we can save in physical facility costs will allow the city to invest more in strategic priorities. It does speak to one of our organizational values of being efficient with taxpayer money.
- B. **FINANCIAL** There is no financial commitment at this point. If the Energy Savings Company (ESCO) conducts the feasibility study and determines a high potential for a project, the Council would then consider the cost of an energy audit, which would ultimately be folded into the project.
- C. **TIMING** Ameresco is ready to move forward in January with the feasibility study.
- D. **POLICY/LEGAL** No impact.

ALTERNATIVES:

Take No Action: If we do nothing we will end the exploration of physical plant savings at this time.

RECOMMENDATION:

Staff recommends that we move forward with the feasibility study at no cost to the City of Ontario.

ATTACHMENTS:

1. RFQ Response_AMERESCO_ESCO Perf Cont_11 15 2019



PREPARED FOR

CITY OF ONTARIO

RFQ – QUALIFIED ENERGY SERVICES COMPANIES

NOVEMBER 15, 2019



SUBMITTED BY:

Ameresco, Inc.

9700 SW Capitol Hwy.

Suite 110

Portland, OR 97219

Rob Haneline

208-818-8137

rhaneline@ameresco.com

AMERESCO 
Green • Clean • Sustainable

November 13, 2019

Adam Brown
City Manager
City of Ontario
444 SW 4th Street
Ontario, OR 97914

Dear Adam and ESCO Selection Committee,

Ameresco, Inc. is pleased to submit our response to your Request for Qualifications to Energy Service Companies (ESCOs). In all, we have completed projects for nearly 40 cities and counties in the Northwest, and for many of these, we have completed multiple phases. We've also enjoyed great success helping our municipal clients secure state and federal energy grants and utility incentives.

Our response follows the submittal criteria outlined in the RFP and illustrates that when you choose Ameresco you can count on:

- **Local ESCO experience**—We are ESCO leaders in the Pacific Northwest.
- **Minimal disruption**—We have extensive experience working in occupied facilities.
- **Unbiased recommendations**—We are independent from any equipment manufacturer or installer.
- **Good working relationships**—We care not only about what happens during the project, but how you feel about your experience with us when it's complete.
- **Contractor independence**—We use local contractors that provide best value to the client.
- **Financial strength**—We can provide or source a variety of financing options.

We would welcome the opportunity to apply our capabilities to developing and implementing facility improvement measures, energy conservation strategies, and renewable energy solutions for the City of Ontario. Thank you for your consideration.

Sincerely,



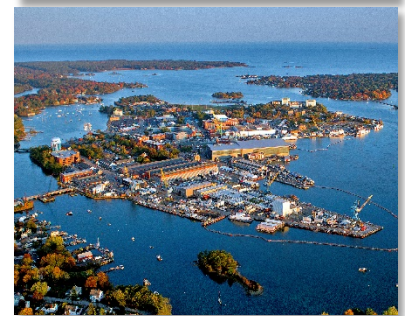
Ron Haxton, PE
Vice President - Northwest Region
Ameresco, Inc.

1. FIRM BACKGROUND

Ameresco, Inc. (NYSE:AMRC) is a publicly traded corporation delivering long-term customer value through innovative projects, systems, strategies and technologies. We work with customers on various types of facility improvement projects, as well as energy supply and demand, to reduce operating expenses, upgrade and maintain facilities, stabilize energy costs, improve occupancy comfort levels, increase energy reliability, and enhance the environment. Our proven approach and methodology towards project development and implementation have made us a leader throughout North America.

Founded in 2000 by George P. Sakellaris, a pioneer in the design, construction, and energy service businesses. Mr. Sakellaris' vision for Ameresco was to create a flexible and nimble independent company that provides a broad range of client-focused services with the stability to deliver on its promises. **This vision has been instrumental in Ameresco's position at the forefront of influencing and reshaping the industry and delivering client satisfaction.** Strategic acquisitions of complementary businesses and assets have been an important part of our historical development, enabling us to broaden our service offerings and expand our geographical reach.

- a. Ameresco, Inc. accepts the requirements in the RFQ.
- b. Ron Haxton, PE – Vice President, Northwest Region
- c. Ameresco is up to date on their Profile submitted to ODOE.
- d. Ameresco agrees to be bound by and will comply with the provisions of ORS 279C.800 through 279C.870.
- e. Ameresco has not discriminated and will not discriminate against minority, women, or emerging small business enterprises in obtaining any required subcontracts.
- f. Ameresco will guarantee the work, not a third party.
- g. Ameresco is not submitting as a joint venture.



“Our partnership with Ameresco enabled us to complete budget-neutral energy improvement projects that we otherwise did not have the staff to pursue. They provided professional and technical expertise every step of the way, including project design and management, as well as, finance support and incentive funding administration.”

Bill Duerden
Public Works Director
City of Redmond

2. FIRM EXPERIENCE

Discuss ESCO's approach to city-wide or county-wide audits, and what measures you would consider for the City of Ontario.

Typical measures will be explored based on facility types, functions, current uses, operating hours, and future use. All energy- and water-using systems can be explored for energy savings and efficiency improvements. Ameresco's engineers and project development staff have years of significant field experience resulting in thorough and timely determinations of innovative and appropriately tailored measures for any facility.



During the feasibility stage, the team will conduct walk-throughs, staff interviews, and site walks to establish baseline conditions and provide preliminary analysis of potential energy conservation measures. Utility bills will also be studied, to understand savings potential and utility rate structures.

During the audit, a detailed and in-depth analysis will be conducted. Logging gear will be deployed, and equipment and systems will be studied. Depending on conditions found, replacements and retrofits will be recommended. Preliminary subcontractor quotes are gathered to determine payback based on energy saved.

Knowing the client's payback criteria and available funding sources, combined with grants and incentives that Ameresco can source, will ultimately determine the viability of installation and upgrades.

Measures that would be considered for City of Ontario:

- ✓ **Lighting**
 - Interior, exterior, parking lots, pathway, and street lights.
 - Occupancy sensors, controls, and dimming strategies.
- ✓ **Water**
 - Domestic hot water and boilers systems.
 - Water-conserving devices (faucets, toilets, showerheads, etc.)
 - Kitchen and pool facilities.
- ✓ **HVAC**
 - Equipment and controls systems.
 - Energy management systems.
- ✓ **Solar**
 - Photovoltaic roof, ground-mount, and canopy applications.
 - Solar thermal applications.
- ✓ **Building envelope**
 - Insulation, windows, and roofing.
- ✓ **Energy storage; microgrids; distributed energy systems; and district heating and cooling.**
 - Costs and practicality will be explored.
- ✓ **Building envelope**
 - Insulation, windows, and roofing.

Many energy improvements involve decreased operations and maintenance requirements, due to longer life of equipment and controls allowing more consistent function. Ameresco will work with Ontario staff on training for operation of new equipment, and assist in adjusting maintenance schedules, as necessary.

Explain the ESCO's experience in implementing local government projects.

Ameresco has emerged as the industry's leading, independent full-service provider of comprehensive energy services including energy performance contracting services, infrastructure modernization, and renewable energy solutions to a broad array of partners. Having designed, engineered, constructed and/or **provided guaranteed services for over \$1.2 billion in ESPC projects for hundreds of city and county governments throughout North America**, we have a demonstrated history of long-term stability and unmatched experience in the local government sector. Ameresco strives to find all feasible and affordable opportunities that best serve the client.

The hundreds of lighting, water, mechanical, electrical, and WWTP efficiency measures that we have successfully executed at cities, counties, and special districts, prove our skill and experience in identifying, developing, and implementing such projects. **Ameresco has completed over \$350 million in energy retrofit projects in more than 100 million square feet of facilities in Oregon and Washington.** For each of these projects, Ameresco directly performed or managed the work and provided risk management for each phase.

Building upon a strong reputation and having developed over 500 MWe of renewable energy, Ameresco has emerged as the industry's leader in developing turnkey energy and renewable energy solutions including solar photovoltaics (PV) and thermal, landfill-gas-to energy, biomass, biogas, geothermal, energy conservation, and cogeneration.

List all city and county projects completed within the last 5 years in Oregon and Washington only, including brief overview of measures implemented. Provide a minimum of 5 client references.

Ameresco's Northwest Region has completed over \$42 million in energy efficiency upgrades for cities and counties in Washington and Oregon over the last five years. Our clients have included:

City of Aberdeen
City of Anacortes
City of Chelan
City of Edmonds
City of Everett
City of Kelso
City of Kent

City of Kirkland
City of Kittitas
City of Lacey
City of Lakewood
City of Milwaukie
City of Oak Harbor
City of Olympia

City of Redmond
City of Renton
City of Selah
City of St. Helens
City of Walla Walla
City of West Richland
Town of Concrete

Grays Harbor County
Island County
Kittitas County
Multnomah County
Okanogan County
Spokane County

The following projects are currently in construction:

City of Bend

City of Federal Way

City of Troutdale

City of Yakima

The following projects are currently in development:

City of Medford

Oregon Department of Transportation



Northwest Region

38 city & county partners
50+ phases of work
Over \$65M in ESPC projects
Over \$7.5M in grants received for cities
Over \$5.5M in utility incentives



LOCAL PROJECT DETAILS

CITY OF REDMOND

Ameresco implemented nearly \$1.2 million in energy system improvements across the City of Redmond. **The project was delivered to the City as a budget-neutral solution and will result in positive cash flow within the first year.** Improvements were made at Roberts Field (airport), the Redmond Police Department, the public works building, Juniper Golf Course, the wastewater treatment plant, and the water department.

Upgrades and measures included interior, exterior and parking lot lighting; two rooftop solar PV arrays with combined capacity of 20 kW; smart controls at the airport to reduce lighting and heating when vacant; and retro-commissioning of HVAC systems.

Contact: Bill Duerden, Public Works Director, 541-504-2001, Bill.Duerden@ci.redmond.or.us



CITY OF OLYMPIA

The City of Olympia partnered with Ameresco to complete \$6 million in energy and infrastructure improvements. Mechanical, HVAC, lighting and plumbing upgrades are reducing water and energy use, and two small solar arrays are producing electricity for the City. These projects received over \$1.5 million in combined incentives and grants. The City is also benefiting from new LED street lights, which provide greater color rendering, enhanced light levels and reduced maintenance costs.

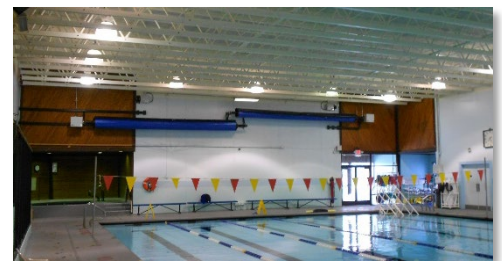
Contact: Debbie Sullivan, Deputy Director Administrative Services, 360-753-8499, dsullivan@ci.olympia.wa.us
Mark Russel, Transportation Director, 360-753-8762, mrussel@ci.olympia.wa.us



REDMOND AREA PARKS AND RECREATION

Redmond Area Park and Recreation District (RAPRD) partnered with Ameresco on an energy savings project that took advantage of favorable incentives from the Energy Trust of Oregon. The Cascade Swim Center now benefits from several important facility improvements, including new equipment and automated facility systems controls. Existing equipment underwent extensive renovation and retrofitting to extend its life, improve functionality, and cut down on utility costs. Ameresco helped RAPRD secure low interest financing. The project was completed on time and under budget.

Contact: Katie Hammer, Executive Director, 541-548-7275, katie.hammer@raprd.org



CITY OF MILWAUKIE

Ameresco completed nearly \$2 million worth of upgrades for City of Milwaukie, including the lighting and controls systems at the Public Safety Building, Public Works, and City Hall. Occupancy sensors were also added to apply automatic lighting control in strategic spaces. The interior and exterior of an elevated water tank were treated, repaired, and recoated.

Contact: Damien Farwell, Fleet & Facilities Supervisor, 503-786-7621, farwelld@milwaukieoregon.gov



CITY OF ST. HELENS

St. Helens selected Ameresco through competitive procurement to upgrade their street lighting and audit other City facilities and infrastructure for energy efficiency upgrades. Utility-owned street lighting and City-owned building fixtures were upgraded to LED and three fixtures were installed in new locations to enhance lighting. Ameresco helped to secure low-interest financing and completed the job on time and under budget.



Contact: John Walsh, City Administrator, 503-366-8211, jwalsh@ci.st-helens.or.us
Sue Nelson, PE, Public Works Director, 503-366-8223, suen@ci.st-helens.or.us

CITY OF EDMONDS

Seven phases of energy-efficiency work have been completed for the City of Edmonds, totaling \$6.5 million. Improvements and upgrades include lighting, controls, plumbing and HVAC improvements at various facilities city-wide. Traffic signals and pedestrian lights have also been converted to LED.

At the City's wastewater treatment plant, improvements have been made to the aeration system, diffusers, blowers, air compressors, hydraulic actuators, screw press, shaft-less conveyor, dewatering system and sludge hopper.

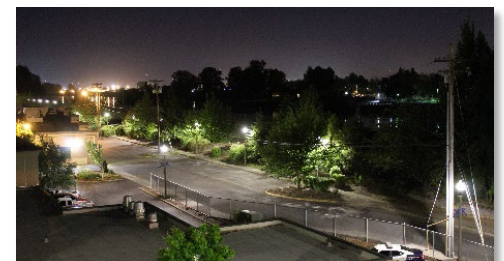


Contact: Pamela Randolph, WWTP Plant Manager, 425-771-0237 x1356, pamela.randolph@edmondswa.gov

CITY OF KELSO

This project upgraded 407 City-owned street lights with new LED fixtures. LED fixtures operate at much lower wattages than their HPS incumbents, lowering utility rates for the City. With Ameresco's help, **a competitive grant from the Washington Department of Commerce helped fund these improvements.**

Contact: Van McKay, Senior Civil Engineer, 360-577-3323, vmckay@kelso.gov



CITY OF LONGVIEW

Efficiency upgrades have **reduced utility spending and maintenance costs**, while improving comfort across many facilities. The City of Longview received upgrades to their controls systems, mechanical systems, plumbing fixtures, lighting, street lighting and building envelope. This project was **completed under budget, and has exceeded the guaranteed savings**, as verified through our M&V process. A grant was awarded for this project for over \$400,000.



KITTITAS COUNTY

Ameresco completed a comprehensive energy project for the County which included **upgrading the building control system (BCS), lighting, elevator modernizations, and windows, improving comfort and reducing energy**. Eight County facilities received upgraded interior and exterior lighting. The aging elevators at the courthouse and old jail were replaced. Comfort issues were addressed in the east wing of the courthouse, including window replacement. High-level window openings were filled and insulated to reduce heat loss and infiltration. Retrocommissioning was also carried out on existing control systems, ensuring mechanical systems met codes. **This project was partially funded by a Washington State Department of Commerce energy grant and utility incentives from two serving utilities.**



CITY OF SELAH

At the WWTP, interior and exterior lighting were upgraded, and improvements were completed to the per-treat lift pump VFD, lagoon mixer, main treatment lift pump and screen blower. Additional city-wide upgrades included conversion of 179 street lights to LED. Exterior building lighting was also upgraded. **A combined \$539,075 in grants and incentives helped fund this city-wide project.**



OKANOGAN COUNTY

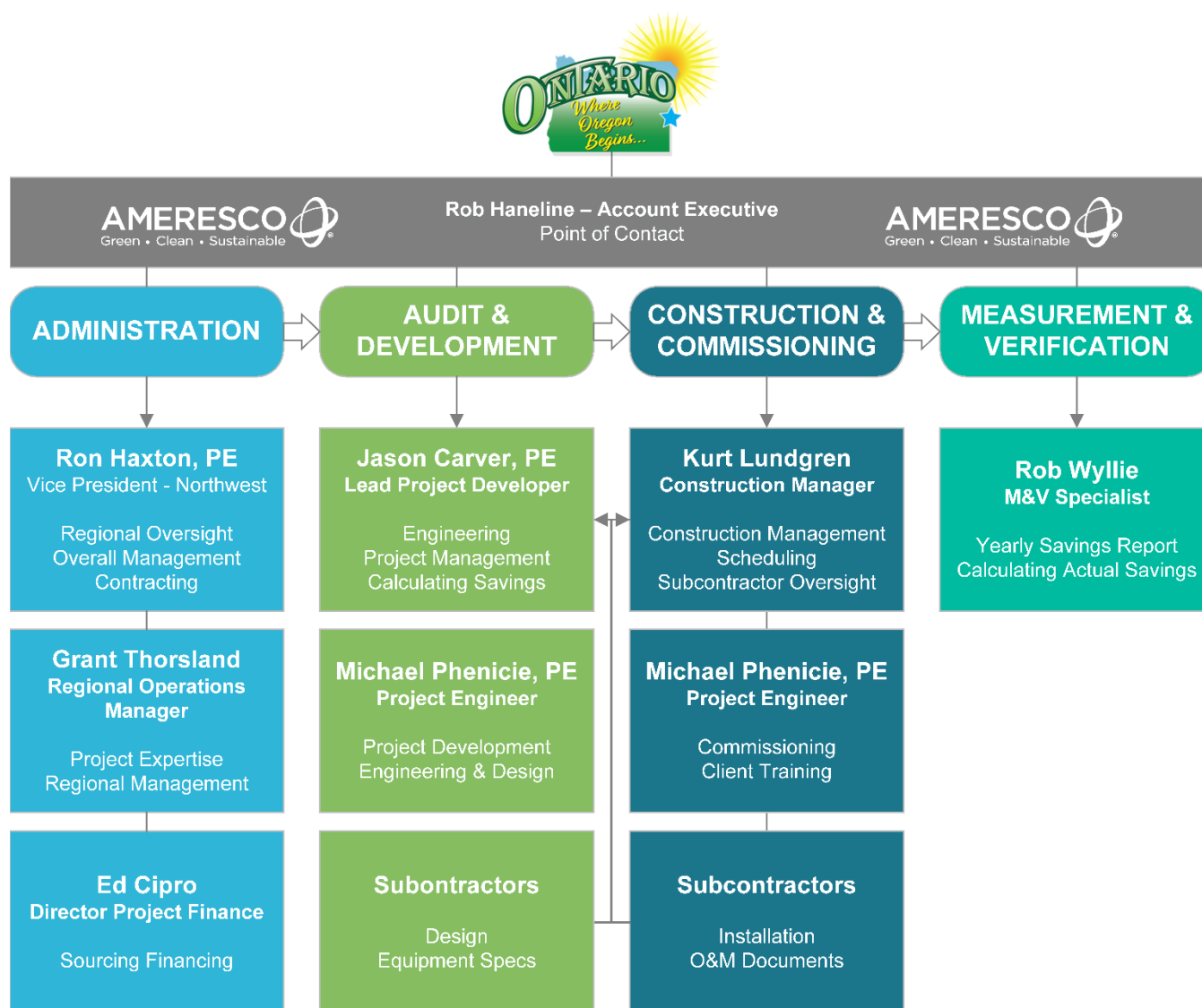
Ameresco completed an energy project for the County that included an upgrade of the its utility-consuming infrastructure, an upgrade of the courthouse building envelope, and reduction of greenhouse gas (GHG) emissions. The building envelope upgrade included replacement of all exterior windows. The windows, consisting of single pane glazing and wood frames, dated to the building's original construction. An appropriate replacement consisted of commercial-grade aluminum-frame windows, architecturally designed and colored to match the existing frames and comply with historic preservation guidelines. **Ameresco worked closely with the Department of Historic Preservation to assure architectural integrity of the window replacements and secured a grant for the window upgrade as well.**



3. EXPERIENCE OF OREGON AND WASHINGTON-BASED KEY PERSONNEL

Provide an organizational chart for implementing and managing this project, including individual responsibilities, and show the lines of authority within the organization. Resumes for the key personnel can be included in the appendix and are not considered to be part of the fifteen (15) page limit.

Team members that perform development, engineering, construction, commissioning, M&V, and outreach are all based out of our Portland, Oregon, and Post Falls, Idaho, offices. Regional management is located at our Renton, Washington, and Post Falls offices, providing remote and in-person support, as needed. With our local team leading every project, we can utilize numerous subject matter experts and specialist groups from across the Ameresco network to ensure all solutions are properly considered and vetted.





RON HAXTON, PE - NORTHWEST REGIONAL MANAGER

Mr. Haxton has performed project management responsibilities on a wide range of ESPCs and energy management and control systems projects for various customers, including public entities, office buildings, critical environment and hospital facilities. He has directly performed or managed the execution of energy audits, cost estimates, financial and technical engineering, installation, commissioning and measurement and verification for more than \$25 million in guaranteed energy savings projects in four different northwest states.



ROB HANELINE, CEM - ACCOUNT EXECUTIVE

Rob brings over 20 years of experience in the energy efficiency and renewable energy industries. His experiences range in scope from an owner's representative on large engineering, procurement and construction (EPC) projects to delivering indefinite delivery/indefinite quantity (IDIQ) services to various public entities. Rob has developed and managed projects for K-12, higher education, municipalities, commercial, and industrial clients throughout the southwest and the inland northwest. He has extensive experience in general contracting, job order contracting, developing staffing plans, work schedules, budgets, and contract management to ensure quality and safety while meeting internal and external standards.



GRANT THORSLAND – REGIONAL MANAGER, NORTHWEST

Grant has more than 20 years of experience in the development and implementation of mechanical, electrical, and energy efficiency projects. He has worked with dozens of clients to develop measures and secure all sources of available funding to reduce the initial capital outlay needed. Grant has overseen the development and successful implementation projects for **WA Department of Transportation** (roadway lighting and state-wide facilities upgrade); **City of Olympia, WA** (four phases); **City of Kent, WA** (LEDs); and **City of Renton, WA** (LEDs).



JASON CARVER, PE – PROJECT DEVELOPER

Jason brings more than 14 years of experience including energy auditing, project management, construction estimating, HVAC design, and measurement and verification in the commercial built environment. He is currently the project manager overseeing the audit, design, and development, for the **Oregon Department of Transportation** (10,000 street and roadway lights). He is also successfully led project development efforts for the **City of Bend** phase one project (street lights, solar, facility efficiency) and is providing management efforts as it transitions into construction this summer.



MICHAEL PHENICIE, PE – PROJECT ENGINEER

Michael Phenicie has 10 years of experience as a project developer, project manager, commissioning field technician, and commissioning manager. He has performed field investigations, system-level functional testing, controls testing and diagnostics, project planning, verification, and training. He also has extensive experience developing detailed procedures for verifying completeness of HVAC systems through various building automation systems (BAS) including the Johnson Controls, Alerton, Siemens, SCADA, and Automated Logic systems.



FRITZ FEITEN – NATIONAL DIRECTOR, SMART CITY SOLUTIONS

As Ameresco's subject matter expert for LED street lighting and smart city solutions, Fritz has been directly involved in 32 LED street light projects encompassing some 491,744 street lights, including: **City of Tucson** (22,000 lights); **City of Chicago** (270,000 lights); **WA Department of Transportation** (2,500 lights); **Oregon Department of Transportation** (10,000 lights). He led the development of one of the first large scale, city-wide LED street light conversion projects in the nation as well as the first LED street lighting project in the US to use smart lighting controls to meter the electrical use of a street light system (including negotiating a new tariff with the utility).



KURT LUNDGREN – PROJECT MANAGER, CONSTRUCTION MANAGER

Kurt Lundgren has been involved in the development, construction management, project management, and post-implementation system commissioning of a wide range of energy and water savings performance contracts, working extensively with the State of Washington, school districts, municipalities, and utilities to develop and implement energy and water conservation projects. Kurt has worked extensively in all phases of HVAC field engineering, including air and hydronic systems testing, adjusting, and balancing (TAB), building systems commissioning, and final system measurement and verification (M&V).



ROB WYLIE – MEASUREMENT & VERIFICATION ENGINEER

Rob assists in the development of measurement and verification plans. He actively works with ENERGY STAR Portfolio Manager, benchmarking building energy and water consumption. He is proficient at collecting, processing, and analyzing utility data and has experience performing baseline adjustments. Rob performs post installation report writing including performance measurements, and a comparison of the reported savings to the guaranteed amounts.

4. FINANCING ABILITY

INCENTIVES, REBATES, AND GRANTS

Explain the ESCO's experience with energy and utility incentive and grant programs.

Utility incentives are an important financial component of ESPCs as they provide a way to offset the cost of implementing the project. Success in securing utility incentives is directly related to the ESCO's ability to identify and substantiate energy savings opportunities in the audit phase. Staying abreast of changing incentives and deadlines ensures we will achieve the greatest savings for our clients. We continue to explore options even as a project progresses, enabling us to exceed original estimates of total incentives received on many projects.

Ameresco has assisted clients in the Northwest in receiving nearly **\$55 million in energy grants**.

We have helped our clients receive well over **\$25 million in utility incentives and rebates** for projects.

We aim to develop projects that are most likely to be successful in their grant applications for clients that will benefit the most from this funding source. The entire Ameresco team is well-versed in the paperwork, deadlines, strategies and requirements necessary to submit for and win grants. We understand that limited funding is made available via these means, so we seek to develop the most competitive applications possible.

ENERGY TRUST OF OREGON (ETO)

Ameresco is Lighting Trade Ally and an Allied Technical Assistance Contractor (ATAC) for the Energy Trust of Oregon (ETO). We are experienced in performing technical analysis studies (TAS) for the ETO and are familiar with their program offerings and the requirements of their incentive applications. Ameresco's staff leverages more than 20 years of combined experience with ETO and view them as a valuable partner in executing energy efficiency projects. Ameresco also acts as an Energy Trust Solar Trade Ally and, as such, is eligible to leverage ETO's Solar Incentive.



OREGON DEPARTMENT OF ENERGY – ENERGY INCENTIVE PROGRAM (EIP)

Ameresco has won competitive grants from the Oregon Department of Energy EIP program totaling more than \$400,000 in tax incentives since 2012. Ameresco has been successful in applying for these grants that typically have intermittent and short application windows with a stringent multi-step review process. We will often strategize with the client on how we can be ready for when these grants are announced.

Our findings and experience inform us we can develop and implement a project for Ontario that will provide savings to pay for the debt service. We have great relationships with multiple banks and local lenders –based their trust in our ability to deliver on our project guarantees– ensuring low-interest financing can be secured for the entire project.

SOURCING FUNDING AND FINANCING

Explain the ESCO's experience sourcing funding and financing for ESPC projects.

Ameresco's finance professionals have years of experience assisting our clients identify the most cost-effective financing mechanisms for implementing a wide array of energy projects including tax-exempt financing, bonds, power purchase agreements (PPA), or some combination thereof. **The services of our in-house structured finance team are provided at no cost to the client.**



QUALIFIED ENERGY CONSERVATION BONDS

Ameresco was the first Energy Services Company (ESCO) in Oregon to utilize a QECB for a school district (Hillsboro School District). Ameresco worked with the Oregon Department of Energy (ODOE) and the Governor's Office to reallocate \$3.5 million from the State's allocation to be used on the Energy Savings Performance Contract (ESPC) in 2016. At the time of the bond sale, the net effective interest rate was 0.2%.

For Junction City School District, we secured the last QECB in the United States before the tax laws changed to eliminate that program. This project's financing had a net finance rate of 2.807%.

While this funding source is not currently available, these serve as testimony to Ameresco's diligence and focus on the financial solutions that make projects a reality.

5. SELECTION PROCESS OF SUBCONTRACTORS AND PRODUCTS

EQUIPMENT AND SUBCONTRACTING

Explain the ESCO's approach in selecting products and equipment and your approach for subcontracting the installation of measures.

While the basic concept of an energy savings performance contract is the same from one energy service company to another, an ESCO's individual approach to energy audits, equipment selection, self-performance of energy and water conservation measures (ECMs), and many other factors differ markedly and can have a major impact on returns on investment.

Ameresco's approach to delivering an ESPC is centered upon working closely with all project stakeholders at the City to collaboratively develop solutions that meet the City's unique operational and financial goals. Ameresco will use its expert engineering and technical capabilities to provide comprehensive solutions that maximize value—ensuring delivery of the greatest reduction in operating expenses for the lowest possible cost.



To ensure quality assurance for clients and to reduce operational risks, all Ameresco subcontractors must complete a thorough vendor prequalification assessment. The primary focus in subcontractor selection is on the proven track record and capabilities of the firms hired to perform work throughout the City's facilities, whether installation labor only or complete turnkey service. Low-bid is not the only factor in Ameresco's selection and award process. In addition to price and technical proficiency, a premium is placed on the ability of contractors to work cooperatively in a non-disruptive fashion. Subcontractors are chosen based on a holistic evaluation of their ability to add value and enhance the service provided to the City. All subcontractors must be able to accomplish the specified work on-time and within the budget.

Ameresco maintains detailed subcontracting procedures that minimize the financial and legal risks associated with subcontracting. Working in real-time, we have implemented use of cloud-based project management software to facilitate the sharing of information and a collaboration. By using standard subcontracting documents, internal review and authorization procedures, holding retainage through completion (including punch-list), requiring the City's review and sign-off on subcontracted work during the construction period, and compensating our subcontractors in a timely manner, Ameresco is well-equipped to manage the inherent risks associated with subcontracting. In this manner, Ameresco assumes all the performance and liability risks of its subcontractors, thereby sheltering the City from those same risks.

PRICING

Describe how you competitively procure scopes of work related to various measures. Describe how cost-competitive pricing is maintained and use of open book pricing.

The procurement process begins as soon as Ameresco has received the Notice to Proceed. Any equipment and materials that Ameresco will furnish for installation will be purchased in a timely manner to be available for the coordinated construction efforts. The Ameresco construction manager will be responsible for procurement logistics to ensure all equipment and materials meet contract specifications and procurement is accomplished in the most cost-effective manner possible. Ameresco is not bound by low-bid requirements, therefore solutions that provide best value while meeting guaranteed performance levels can be acquired. Competitive procurement solicitations are the favored and typical means of ensuring cost-effectiveness while maintaining best value.

As a vendor and installer-neutral ESCO, once the final scope of a utility cost reduction project has been finalized, equipment will be specified based on overall cost and performance rather than obligatory purchasing arrangements to ensure that the guaranteed level of savings will be achieved and sustained through the full contract term. Maintaining tight cost controls begins when scoping the project. Making sure all parties have a clear understanding of the scope helps to eliminate padding of budgets to cover unforeseen conditions. Ameresco goes to great lengths to make sure all aspects and risks associated with a project are understood before the work is priced. When there are unknowns, Ameresco can enter time and material agreements with not-to-exceed prices. This protects the client from financial penalty due to the unknowns inherent to most any project.



As a part of maintaining open book pricing, all subcontractor and ESCO costs are shared with the client. No profit margin is hidden in products or other contracting divisions. Project costs are tracked throughout the project and monthly reports are provided to the client on the status of the budget. All costs including subcontractor invoices, equipment purchases, or directly billed hours from Ameresco staff are shared with the client.

6. ENERGY SAVINGS AND COST GUARANTEES

SAVINGS GUARANTEES

Explain the ESCO's energy and cost savings guarantee policies and procedures.

Ameresco guarantees the energy and water savings for an entire project, as opposed to individual measures or facilities. The guarantee is in the units the utility uses to measure the resource, such as kilowatt-hours (kWh) for electricity and hundred cubic feet (CCF) for water. The project's energy savings are tracked through measurement and verification (M&V). Units are tracked following project completion either directly through metering and software or indirectly through key performance indicators. Results published in the annual M&V report are provided to the client within three months of the conclusion of each M&V period. The unit savings are equated to cost savings by multiplying them by the utility rates and rate escalation factors agreed upon in the contract.



The period for which M&V applies, or the performance period, is the time between the client acceptance of the Notice of Commencement of Energy Savings and the end of the M&V term as previously agreed to by the client and Ameresco. The M&V term can be extended at the client's discretion up to the length of the project financing term. For each year of the M&V period, any discrepancy between the verified cost savings and the guaranteed savings will be reconciled.

In the result of a shortfall, Ameresco will reimburse the City of Ontario the shortfall amount in cash or in-kind services at the client's discretion. In addition, once notified of an issue causing lost energy savings, Ameresco will attempt to correct the issue to minimize or eliminate the shortfall. Energy cost savings shortfalls are very uncommon for Ameresco. **In nearly all cases, the energy savings at the contracted utility rate exceeds the project guarantee.** If the energy cost savings exceeds the guaranteed amount, this remains the exclusive benefit of the client. The client is not obligated to return energy savings that exceed the project guarantee.

Ameresco guarantees the maximum project cost. Use of open-book pricing throughout the project ensures the client knows the actual project costs. Any cost related to the original project scope over the guaranteed maximum will be borne by Ameresco. If the actual construction cost falls below the cost guaranteed by Ameresco, the client may keep the difference or use it to implement additional improvements.

EQUIPMENT PERFORMANCE GUARANTEES

Provide your firm's equipment performance guarantee policies and procedures, including information on your firm's warranty enforcement role and your firm's responsibility, if any, when there is an equipment failure beyond the warranty period and when the contracting client has financed the project and assumed ownership of the installed equipment.

Ameresco guarantees that the installed measures will perform as intended with regard to their performance criteria. During project development, **a select group of equipment suppliers is established.** This group includes those that have developed relationships with Ameresco or the client, and those who have provided proven support before, during, and following implementation. In many cases, national buying power is leveraged to receive extended warranties and equipment performance guarantees. Ameresco also includes a standards of comfort guarantee, which insures we never sacrifice the comfort and safety of the learning environment as we deliver energy savings and operational improvements.



The Ameresco team works hard to negotiate the longest affordable equipment warranties for clients. Regardless of the length of the equipment warranty, **Ameresco warranties all materials and workmanship for a period of at least one year from date of substantial completion.** In the event of any warranty issues, the client should contact Ameresco for an immediate response and a team member will ensure that equipment and systems are brought back into operation quickly and effectively. If a performance issue is found during commissioning or the warranty period, suppliers are called upon to remedy the situation. If an issue is found following the warranty period, the equipment representative is called upon to assist with resolution. Because of the established relationships Ameresco has with subcontractors and vendors, resolution of the issue is the rule rather than the exception.

If the client experiences equipment failure, Ameresco will assist in obtaining effective service expeditiously. With extensive industry contacts and relationships, Ameresco can ensure their clients receive proper service. Should a major failure occur early in the life of a piece of ESCO-installed equipment, we will work with vendors and suppliers to get the equipment replaced or repaired without cost to the client.

7. COSTS FOR SERVICES

Markups shall be calculated as a percentage added to the raw construction cost for the Project. If a range of markups can be applied to a category, please explain the logic behind the range of markups.

Markups		
Category	Application(s)	Percentage
Overhead	% of Raw Construction Costs	9%
Profit	% of Raw Construction Costs	9%
Internal Labor	Covered in Project/ Construction Management Fee	N/A
Equipment Purchased	Included in Raw Construction Costs	N/A
Subcontract Labor	Included in Raw Construction Costs	N/A
Design	% of Raw Construction Costs	General, mechanical & water measures: 8% to 12%, Lighting measures: 4% to 8%
Contingency	% of Raw Construction Costs, Unused funds reconciled back to customer.	Typically, 5%.
Permits	Included in Raw Construction Costs	N/A
Performance Bond	Passed on to customer with no fees or markups.	Estimated at 2%
Project/ Construction Management	% of Raw Construction Costs	5% to 10%
Commissioning	Negotiated on each measure	Typically, 8% on controls, 5% on HVAC, 1% on lighting and 1% on plumbing
Measurement & Verification	Negotiated on each measure	Negotiated by Measure: Typically, less than 10% of annual savings
Warranty Services	First year included in Overhead. Equipment warranties passed to customer at closeout.	N/A
Other categories used by ESCO	N/A	N/A

*A range of fees has been shown for design, contingency, and construction management. This is due to the unknown nature of the exact scope of work and level of design required. The ranges presented in the table above are what Ameresco would expect for similar projects developed for other clients. **Ameresco does not impose additional fees on a project.***

Explain how your firm determines the Technical Energy Audit (TEA) and Project Development Plan (PDP) cost. The City is not asking for the ESCO to provide a cost for the TEA or PDP at this time but will require the ESCO to provide pricing prior to any contract being signed.

To determine the fee for the Technical Energy Audit (TEA) and Project Development Plan (PDP), Ameresco first works with the client to clearly define what facilities and measures will be included in the audit. Then Ameresco estimates the number of hours and any material costs that the audit will require. Ameresco determines the TEA and PDP fees and presents the client with a proposal for these services. Ameresco also pursues available funding from local utilities to offset the cost of this work.

APPENDIX

PROPOSER CERTIFICATIONS

RESUMES

RESPONDER CERTIFICATIONS

SECTION I
REQUEST AND AUTHORIZATION TO RELEASE INFORMATION, RELEASE OF LIABILITY/CLAIMS AND
AGREEMENT NOT TO SUE

(This Form Will Be Provided to References)

To Whom It May Concern:

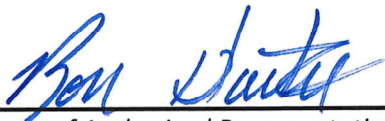
I, the undersigned, have submitted a response to a Request for Qualifications ("RFQ") to contract with the **City of Ontario** ("City"). I request and authorize you to furnish to the City any and all information you may have regarding my employment or my firm's employment, including but not limited to, evaluations or assessments of my/my firm's work performance and qualifications.

I request and authorize you to provide the information requested or to participate in a phone or in-person interview with a representative of the City.

In consideration of your cooperation with this request, I hereby release you, and any and all other persons employed by or connected with your firm, the City and/or organization from any and all liability and/or claims now or in the future arising from the furnishing of any information, including good faith expressions of opinion, to the City as requested. I further agree not to sue the City, you, or any and all other persons employed by or connected with your firm/community /organization as a result of the furnishing of any information, including good faith expressions of opinion, to the City

I am aware and understand that the information and good faith opinions furnished to the City pursuant to this request will remain confidential with the City if requested by you and will not be disclosed to me or to any other person, except as required by law.

The individual signing on behalf of Responder hereby accepts all terms and conditions contained in the foregoing Request and Authorization to Release Information:

Signature of Authorized Representative Date

Ameresco, Inc.

Name of Firm

Note: Photocopy or Fax reproduction of this request shall be for all intents and purposes as valid as the original. You may retain this form for your files.

SECTION II
CONSTRUCTION CONTRACTORS BOARD (CCB) REGISTRATION REQUIREMENTS/ ASBESTOS
ABATEMENT LICENSING REQUIREMENTS

A. CCB REQUIREMENTS

1. Responders shall be licensed with the State of Oregon Construction Contractors Board (CCB) prior to bidding on or proposing for Public Improvement Contract(s). FAILURE TO COMPLY WITH THIS REQUIREMENT SHALL RESULT IN RESPONSE REJECTION.
2. All Subcontractors participating in the project shall be similarly registered with the Construction Contractors Board at the time they propose to engage in subcontract work. The CCB registration requirements apply to all public works contracts unless superseded by federal law.

CONSTRUCTION CONTRACTORS BOARD REGISTRATION NO.: 146467

EXPIRATION DATE OF CCB NO.: 11/17/2020

B. ASBESTOS ABATEMENT LICENSING REQUIREMENTS

An asbestos abatement license under ORS 468A.720 **will not** be required of the Contractor or its subcontractors.

SECTION III
ADDENDA ACKNOWLEDGEMENT

A. the City reserves the right to make changes to the RFQ and the resulting Contract, by written Addendum, prior to the deadline for submissions. Addenda will be sent via e-mail to all qualified ESCOs. The City is not responsible for a Responder's failure to receive any addenda. Addenda shall only be issued by the City and upon issuance are incorporated into the RFQ or the resulting ESPC Contract. If required by the Addendum, Responders shall sign and return the Addendum prior to the deadline for submissions.

B. By Responder's signature on its Response, Responder ACKNOWLEDGES, AGREES and CERTIFIES TO THE FOLLOWING:

1. If any Addenda are issued in connection with this RFQ, Responder has received and duly considered such Addenda, and has completed the blanks below identifying all Addenda issued, and acknowledging and agreeing to the terms of all such Addenda as those terms revise the terms, conditions, or Technical Facility Profile associated with this RFQ.

ADDENDA: No. 0 **to No.** 0 **inclusive.**

2. IN ADDITION to completing the blanks above to identify all Addenda, if any, issued under this RFQ, Responder shall sign and return any Addendum that states that it must be signed and returned.

SECTION IV
RESPONSIBILITY INQUIRY/ CONTRACTOR REFERENCES

A. The City reserves the right, pursuant to OAR 137-049-0390, and OAR 137-049-0440 to investigate and evaluate, at any time prior to award and execution of the Contract, the apparent successful ESCO's responsibility to perform the ESPC. Submission of a signed Response shall constitute approval for the City to obtain any information the City deems necessary to conduct the evaluation. The City shall notify

the apparent successful Responder , in writing, of any other documentation required, which may include, but is not limited to, recent profit-and-loss history; current balance statements; assets-to-liabilities ratio, including number and amount of secured versus unsecured creditor claims; availability of short and long-term financing; bonding capacity; credit information; material; equipment; facility and personnel information; performance record of ESPC Contract performance; etc. Failure to promptly provide this information shall result in Response rejection.

B. The City may postpone the award of the Contract after announcement of the apparent successful Responder in order to complete its investigation and evaluation. Failure of the apparent successful Responder to demonstrate responsibility shall render the Responder non-compliant and shall constitute grounds for Response rejection, as required under OAR 137-049-0390.

C. Pursuant to the RFQ and Agreement for qualified ESCOs, a finding of non-responsibility will be sent to the Department of Energy and may serve as a condition for termination of the Agreement.

SECTION V RECYCLED PRODUCTS

A. Vendors shall use recyclable materials to the maximum extent economically feasible in the performance of the Contract Work set forth in this RFQ.

ORS 279A.010(1)(ii) states: "'Recycled product' means all materials, goods and supplies, not less than 50 percent of the total weight of which consists of secondary and postconsumer waste with not less than 10 percent of total weight consisting of post-consumer waste. 'Recycled product' also includes any product that could have been disposed of as a solid waste, having completed its life cycle as a consumer item, but otherwise is refurbished for reuse without substantial alteration of the product's form."

ORS 279A.010(1)(u) states: "'Post-consumer waste' means a finished material which would normally be disposed of as solid waste, having completed its life cycle as a consumer item. 'Post-consumer waste' does not include manufacturing waste."

ORS 279A.010(1)(jj) states: "'Secondary waste materials' means fragments of products of finished products of a manufacturing process which has converted a virgin resource into a commodity of real economic value, and includes post-consumer waste, but does not include excess virgin resources of the manufacturing process. For paper, 'secondary waste materials' does not include fibrous waste generated during the manufacturing process such as fibers recovered from waste water or trimmings of paper machine rolls, mill broke, wood slabs, chips, sawdust, or other wood residue from a manufacturing process." ORS 279A.010(1)(hh) states: "'Recycled PETE product' means a product containing postconsumer polyethylene terephthalate material."

B. By my signature on this Response, I, hereby affirm that Response will comply with the above recycled products provision.

SECTION VI FOREIGN CONTRACTOR

If the amount of the ESPC exceeds ten thousand dollars (\$10,000), and if ESCO is not domiciled in or registered to do business in the State, ESCO shall promptly provide to the Oregon Department of Revenue all information required by that Department relative to the Contract. The City shall be entitled to withhold final payment under the Contract until ESCO has met this requirement.

**SECTION VII
CERTIFICATION OF COMPLIANCE WITH TAX LAWS**

By my signature on this Response, I, hereby attest or affirm under penalty of perjury: That I am authorized to act on behalf of the ESCO in this matter, that I have authority and knowledge regarding the payment of taxes, and that ESCO is, to the best of my knowledge, not in violation of any Oregon Tax Laws. For purposes of this certification, "Oregon Tax Laws" means a state tax imposed by ORS 401.792 to 401.816, ORS Chapters 118, 314, 316, 317, 318, 320, 321, 323 and the elderly rental assistance program under ORS 310.630 to 310.706, and any local taxes administered by the Department of Revenue under ORS 305.620.

**SECTION VIII
CERTIFICATION OF DRUG-TESTING LAW REQUIREMENTS**

A. Pursuant to OAR 137-049-0200 (1)(c)(B), the Responder certifies by its signature on its Response that it has a Qualifying Drug Testing Program in place for its employees that includes, at a minimum, the following:

1. A written employee drug testing policy,
2. Required drug testing for all new Subject Employees or, alternatively, required testing of all Subject Employees every 12 months on a random selection basis, and
3. Required testing of a Subject Employee when the Responder has reasonable cause to believe the Subject Employee is under the influence of drugs.

B. A drug testing program that meets the above requirements will be deemed a "Qualifying Employee Drug Testing Program." An employee is a "Subject Employee" only if that employee will be working on the Project job site.

C. If awarded an ESPC as a result of this solicitation, Responder agrees that at the time of Contract execution it shall represent and warrant to the City that its Qualifying Employee Drug Testing Program is in place and will continue in full force and effect for the duration of the Contract. The City performance obligation (which includes, without limitation, the City obligation to make payment) shall be contingent on ESCO's compliance with this representation and warranty.

D. If awarded an ESPC as a result of this solicitation, Response also agrees that at the time of Contract execution, and as a condition to the City performance obligation (which includes, without limitation, the City obligation to make payment), ESCO shall require each Subcontractor providing labor for the Project to:

1. Demonstrate to the ESCO that it has a Qualifying Employee Drug Testing Program for the Subcontractor's Subject Employees, and represent and warrant to the ESCO that the Qualifying Employee Drug Testing Program is in place at the time of subcontract execution and will continue in full force and effect for the duration of the subcontract; or
2. Require that the Subcontractor's Subject Employees participate in ESCO's Qualifying Employee Drug Testing Program for the duration of the subcontract.

**SECTION IX
CERTIFICATION OF COMPLIANCE WITH NON-DISCRIMINATION LAWS**

By my signature on this Response, I hereby attest or affirm under penalty of perjury: that I am authorized to act on behalf of ESCO in this matter, and to the best of my knowledge ESCO has not discriminated and will not discriminate against minority, women or emerging small business enterprises in obtaining any required subcontracts, and that the ESCO is not in violation of any discrimination laws.

SECTION X
SIGNATURE OF BIDDER'S DULY AUTHORIZED REPRESENTATIVE

THIS RESPONSE MUST BE SIGNED IN INK BY AN AUTHORIZED REPRESENTATIVE OF THE RESPONDER; ANY ALTERATIONS OR ERASURES TO THE PROPOSAL MUST BE INITIALED IN INK BY THE UNDERSIGNED AUTHORIZED REPRESENTATIVE.

The undersigned acknowledges, attests and certifies individually and on behalf of the Responder that:

A. He/she is a duly authorized representative of the Responder, has been authorized by Responder to make all representations, attestations, and certifications contained in this Response and all Addenda, if any, issued.

B. Responder, acting through its authorized representatives, has read and understands all RFQ instructions, terms and conditions and the Technical Facility Profile contained in this RFQ document (including all listed attachments and Addenda, if any, issued);

C. the Response submitted conforms to the specific language contained in the RFQ, and Responder has made no assumptions based upon either (a) verbal or written statements not contained in the RFQ, or (b) any previously-issued RFQs, if any.

D. The City shall not be liable for any claims or be subject to any defenses asserted by Responder based upon, resulting from, or related to, Responder's failure to comprehend all requirements of the RFQ.

E. The City shall not be liable for any expenses incurred by Responder in preparing and submitting its Response or in participating in the Response evaluation/selection process.

F. Responder agrees to be bound by and comply with all applicable requirements of ORS 279C.800 through ORS 279C.870 and the administrative rules of the Bureau of Labor and Industries (BOLI) regarding prevailing wage rates and the filing of a public works bond with the Construction Contractors Board.

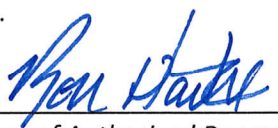
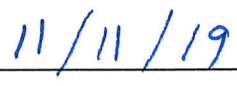
G. The Response was prepared independently from all other Responders, and without collusion, fraud, or other dishonesty.

H. Responder is bound by and will comply with all requirements and terms and conditions contained in this Response (including all listed attachments and Addenda, if any, issued);

I. Responder will furnish the designated item(s) and/or service(s) in accordance with the RFQ requirements, and will comply in all respects with the terms of the resulting ESPC upon award;

J. Responder represents and warrants that Responder has the power and authority to enter into and perform the ESPC and that the ESPC, when executed and delivered, shall be a valid and binding obligation of ESCO enforceable in accordance with its terms; and

K. All affirmations and certifications contained in Sections II, III IV, V, VI, VII, VIII and IX are true and correct.

Signature of Authorized Representative Date

Ameresco, Inc.

Name of Firm

RON HAXTON, PE

VICE PRESIDENT, NORTHWEST REGION



EDUCATION

University of Idaho

MS, Engineering Management

University of Idaho

BS, Mechanical Engineering

LICENSES & CERTIFICATIONS

Idaho State Professional Engineer license (2000)

Computerized (DDC) EMCS Training

Various Direct Digital Control system trainings (design engineering, project management, etc.)

PROFESSIONAL EXPERIENCE

Ameresco, Inc.

2016-Present: Vice President, Northwest Region

2012-2016: Regional Director, Northwest Region

Landis & Gyr (currently Siemens, Inc.)

2004-2012

Group Operations Supervisor, Branch Construction Manager, District Energy Solutions Operations Manager, and Branch Manager.

PROJECT ROLE

Ron has performed project management responsibilities on a wide range of ESPCs and energy management and control systems projects for various customers, including municipalities, higher education, K-12 schools, office buildings, critical environment and hospital facilities. He has directly performed or managed the execution of energy audits, cost estimates, financial and technical engineering, installation, commissioning and measurement and verification for more than \$25 million in guaranteed energy savings projects in four different northwest states.

Ron is adept at all aspects programing, designing, installing, commissioning, and servicing of energy management systems. He is familiar with a broad range of energy conservations solutions designed to improve the performance of lighting systems, HVAC systems, control systems, water systems, steam systems, as well as renewable energy solutions such as biomass boilers.

PROJECT EXPERIENCE

Boise State University

Boise, ID

Washington State University

Seattle, WA

Kellogg School District

Kellogg, ID

University of Idaho

Moscow, ID

Alaska Department of Corrections

Anchorage, AK

King County Housing Authority

Seattle, WA

Yamhill-Carlton School

Yamhill, OR

State of Idaho Capital Campus

Boise, ID

Monroe Correctional Center

Monroe, WA

ROB HANELINE, CEM

ACCOUNT EXECUTIVE



EDUCATION

BS Supply Chain Management
Arizona State University

CERTIFICATIONS

AEE – CEM (Association of Energy
Engineers – Certified Energy Manager)

PROFESSIONAL EXPERIENCE

Ameresco, Inc.

2013-Present
Account Executive

Enterra Consulting & Construction

2013 – Present
Principal

Trindera

2012 – 2012
Director of QC, Project Development &
Deployment

McKinstry Company

2010 – 2011
Project Director

Arizona Public Service

2006 – 2010
Project Planner

APS-Energy Services (now Ameresco)

2001 – 2006
Project Manager

PROJECT ROLE

Mr. Haneline brings nearly 20 years of experience in energy and engineering project management and development to the project team. He is an Account Executive in the Business Development unit for Ameresco's Idaho and Eastern Washington State markets. He has extensive experience in supporting school districts, colleges, universities, municipalities, commercial and industrial customers. Mr. Haneline is proficient in developing projects, preparing project schedules, budgets, and timelines, and negotiating contracts to establish quality and safety measures while ensuring that internal and external standards are met.

Prior to joining Ameresco in 2013, he owned a general construction company in Coeur d'Alene, Idaho, where he developed and delivered projects with energy components, including utility infrastructure and energy conservation. Prior to relocating to the Northwest in 2010, he worked for an Energy Services Company in Phoenix, AZ, where he developed projects throughout Arizona, Nevada, and California.

PROJECT EXPERIENCE

Counties:

Spokane, Okanogan, White Pine (Nev.), Pershing (Nev.)

Hospitals:

Eastern State Hospital, Northern Nevada Correctional Hospital

Universities:

Eastern Washington University, University of Idaho, University of Arizona, Arizona State University, and Western Nevada College

Correctional Centers:

Northern Nevada Correctional Center, Idaho Department of Correction, Washington Department of Correction

Cities:

Washington: Spokane
Arizona: Phoenix, Salinas
California : Rohnert Park

School Districts:

Asotin-Anatone, Loon Lake, Grandview, Cusick, Naches Valley, Riverside, Dayton, Ritzville, Kahlotus, Sunnyside

GRANT THORSLAND

REGIONAL MANAGER, NORTHWEST REGION



EDUCATION

United States Army

Green River Community College

LICENSES & CERTIFICATIONS

Computerized (DDC) EMCS Training.

Various Direct Digital Controls systems training – Alerton, Honeywell, Automated logic, Delta, and Tridium.

OSHA 10 Certified

PROFESSIONAL EXPERIENCE

Ameresco, Inc.

2014-Present: Regional Director

2010-2013: Manager – Engineering and Operations

Quantum Engineering and Development (now Ameresco)

2000-2010: Operations Manager

PROJECT ROLE

Mr. Thorsland has more than 20 years of experience in the development and implementation of mechanical, electrical, and energy efficiency projects. He has worked with dozens of clients to develop measures and securing all sources of alternative funding to reduce the initial capital outlay needed to implement efficiency programs and projects. Grant focuses on collaboration to identify the most appropriate and cost effective solution that best meets a client's facility and operational needs.

Grant's technical expertise and insight have enabled him to develop numerous innovative projects during his career. His greatest attribute is to stand behind his work without compromise. With that approach, he has developed many long-term relationships with clients that routinely rely on him.

Prior to his career in resource conservation and energy savings projects, Grant was a test and balance technician with NIAC in Kent, WA, and Penn Air Control in Las Vegas, NV. He also served in the U.S. Army as a Tank Commander and was honorably discharged at the E-5 grade.

PROJECT EXPERIENCE

Washington Department of Natural Resources

Multiple phases and facilities

Washington State Department of Transportation (WSDOT)

Roadway lighting and state-wide building efficiency

Washington State Department of Corrections (DOC)

Multiple phases and facilities

Washington State Patrol (WSP)

Multiple phases and facilities

City of Olympia

City-wide building efficiency and solar

Washington School for the Blind

Solar and building efficiency

Bethel School District

Multiple phases and facilities

JASON CARVER, PE

LEAD PROJECT DEVELOPER



EDUCATION

BS, Mechanical Engineering,
Oregon State University

LICENSES & CERTIFICATIONS

Registered P.E. in Oregon

PROFESSIONAL AFFILIATIONS

Oregon Association of Professional
Energy Managers (OR APEM)
Illuminating Engineering Society (IES)

PROFESSIONAL EXPERIENCE

Ameresco, Inc.

2013-Present: Project Development
Engineer

McKinstry

2005-2013
Project Developer

Evergreen Engineering, LLC

2003-2005
Designer

PROJECT ROLE

Jason brings more than 16 years of experience including energy auditing, ESPC project development, project management, construction estimating, HVAC design, and measurement and verification. His experience includes projects in street lighting, cities, commercial office, K-12 education, higher education, and many types of public facilities.

As Ameresco's Lead Project Development Engineer in the Oregon market, Mr. Carver analyzes energy using systems and facilities to define resource conservation opportunities, manages the collection of system and utility data, engineers the energy calculations during the technical energy audit, and works with the project team to program and develop the most cost-effective project solutions. During and after construction, he also ensures the implemented solution is built to meet performance criteria and secures all available incentives and grants to offset construction costs.

PROJECT EXPERIENCE

City of Bend, Oregon. \$3.8M

Developed city-wide ESPC including street lights, solar arrays, and building efficiency.

Oregon Department of Transportation. \$18M

Developed roadway lighting conversion project for Region 1, approx. 10,000 lights.

Hillsboro School District, Hillsboro, Oregon. \$3.5M

Developed and implemented comprehensive lighting, controls, boiler and HVAC upgrades, and retro-commissioning at 14 schools. Handled applications for \$1.3 million in incentives.

Clark College, Vancouver, Washington. \$0.6M

Interior & exterior lighting, plumbing, and HVAC improvements.

Multnomah County, Oregon. \$2.5M

Developed upgrades at the Juvenile Justice Center and Inverness Jail saving \$239,000 in annual utility costs.

City of Milwaukie, Oregon. \$2M

Developed lighting, controls, and HVAC efficiency project, coating of a water reservoir, and an analysis of revenue enhancement, supply line leak strategy, maintenance savings, and financing options for realizing automated meter reading.

City of Redmond, Oregon. \$1.1M

Developed HVAC, controls, solar PV, and IT scope that secured ~\$380,000 in utility rebates.

MIKE PHENICIE, PE

PROJECT ENGINEER



EDUCATION

The South Dakota School of Mines and Technology

Bachelor of Science, Mechanical Engineering

LICENSES & CERTIFICATIONS

Professional Engineer (PE)

State of Washington: Mechanical Engineer

Engineering in Training (EIT) Certification

PROFESSIONAL EXPERIENCE

Ameresco, Inc.

2013-Present: Commissioning Specialist

McKinstry Co.

2008;- 2013:Commissioning Manager

E M C Engineers, Inc.

Mechanical Engineer – Commissioning Specialist

Coors Brewing Company

Process Maintenance and Asset Care Internships

PROJECT ROLE

Mr. Phenicie has 11 years of experience in the in energy-related engineering and professional services. He has performed commissioning services of HVAC system, lighting controls systems, and fire alarm systems for ESCO's and as a third party. In addition to commissioning services, Mr. Phenicie experience with auditing facilities, and calculating energy savings associated with identified energy conservation measures, project management, and construction Management. His current role is to assist with project development and provided project management and construction management.

PROJECT EXPERIENCE

Phoenix-Talent School District \$5M

Phase 1 upgrades included complete VRF systems at two schools. Phase 2 & 3 are currently in development.

Spokane International Airport \$10M

Currently developing multiple energy efficiency measures.

City of West Richland Street Lighting

Construction Management

City of Walla Walla

Library Boiler & Chiller Upgrade – Development, Project and Construction Management

WA Department of Corrections

Airway Heights Correction Center - Commissioning

Asotin School District

Controls Upgrade - Commissioning and construction management

FRITZ FEITEN

NATIONAL DIRECTOR, LED LIGHTING & SMART CITY SOLUTIONS



EDUCATION

BA, Politics, with Honors

University of California, Santa Cruz

LICENSES & CERTIFICATIONS

IES-Outdoor Lighting with LEDs

IES-Outdoor Lighting Controls

IES-Outdoor Lighting Applications

Silver Spring Networks-SLV & Network Administration

PROFESSIONAL AFFILIATIONS

Smart Cities Council

Illuminating Engineering Society

American Public Works Assoc.

NW Energy Efficiency Council

PROFESSIONAL EXPERIENCE

Ameresco, Inc.

2016 – Present

National Director, LED Lighting & Smart City Solutions

2010-2016: Manager of Business Development, NW Region

Honeywell Inc.

2007 – 2010: Account Executive, Building Solutions

PennWell Corp.

1997– 2007: VP, Sales & Marketing, Affinity Publishing Division

Affinity Publishing

1992 – 1997: President & CEO

Fritz founded Affinity Publishing, Inc. (now PennWell Corporation), where he led a 30-person team that developed marketing programs for Microsoft, IBM, Adobe, Oracle, and other leading technology firms.

PROJECT ROLE

Fritz has more than 10 years' experience developing energy efficiency and renewable energy projects, serving in a variety of business development, sales management, and government/regulatory affairs roles for energy service companies. Since 2016, he has led Ameresco's LED street lighting and smart city initiatives nationally, providing technical assistance to regional staff and managing vendor relationships. He's had key roles in more than forty LED street light/smart city projects in North America.

He led the development of one of the first city-wide LED street light conversion projects in North America; one of the first LED street light projects to use wireless lighting controls; and the first in the US in which the serving utility is using the control system's on-board metering for billing. In 2012, His work with the Washington Utility & Transportation Commission resulted in the state's largest investor-owned utility implementing rate tariffs and conservation incentives for LED street lights for the first time.

PROJECT EXPERIENCE

City of Chicago, IL (Chicago Smart Lighting Project)

A GIS audit/ condition assessment of 334,000 street, viaduct and tunnel lights; conversion of more than 270,000 cobra head and decorative lights to LED; installation of a city-wide wireless smart city network, and \$30M of infrastructure stabilization repairs.

City of Phoenix, AZ

LED conversion of 96,000+ street lights (2700K CCT luminaires)

City of Tucson, AZ

Conversion of 21,000+ street lights (3,000K CCT LED luminaires), and installation of city-wide smart lighting control system and LED lighting and controls in six city-owned parking structures.

Town of Richmond Hill, Ontario

Conversion of more than 13,000 street lights to LED, installation of a city-wide umbrella network to monitor and control street lights.

City of Olympia, WA

A comprehensive, city-wide LED street light conversion, plus HVAC equipment replacement, and a solar PV installation on the roof of city hall.

City of Renton, WA – City-wide LED street light conversion

City of Longview, WA

City-wide LED street light conversion.(one of the first in the U.S.), and lighting, HVAC, building envelop and energy upgrades to nearly all city-owned buildings, including a VRF system for City Hall.

KURT LUNDGREN

CONSTRUCTION MANAGER



LICENSES & CERTIFICATIONS

National Environmental Balancing Bureau (NEBB) Certified TAB Technician

National Air Duct Cleaners Association (NADCA) Certified ASCS, VSMR/I

City of Seattle Fire & Life Safety Certification

PROFESSIONAL EXPERIENCE

Ameresco, Inc.

2013-Present: Construction Manager

National Indoor Air Care

1996-2013

11 years of direct management of field personnel

Tab Technician

PROJECT ROLE

Kurt has been involved in the development, construction management, project management, and post-implementation system commissioning of a wide range of energy and water savings performance contracts, working extensively with state agencies, school districts, municipalities, and utilities to develop and implement energy and water conservation projects.

He recently completed a phase-one energy project for the Phoenix-Talent School District and is currently managing on-going construction and planning activities at the district's multiple sites.

The phase-1 project was successfully completed within budget and implemented within an extremely short construction window during the school district's summer break in order to minimize the impact to students and staff. The phase 1 work included full HVAC system replacement in 8 buildings at two separate campuses, site-wide DDC system upgrades at 4 campuses, as well as fire alarm system, lighting, and electrical service and switch-gear upgrades at two sites. Additionally, the school office and library building at two separate elementary schools were extensively remodeled during the summer break using only base-project contingency funds at no additional cost to the owner.

PROJECT EXPERIENCE

Phoenix-Talent School District \$5M

Phase 1 upgrades included complete VRF systems at two schools. Phase 2 & 3 are currently in development.

Spokane International Airport \$10M

Currently developing multiple energy efficiency measures.

Spokane County

Main Campus efficiency upgrades

City of Chelan, WA

Phase 1 – Citywide Energy Upgrades

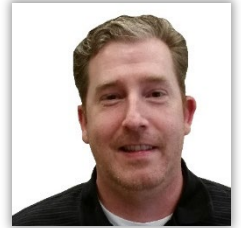
Phase 2 – Solar PV

Wenatchee Valley College, WA

Phases 2 & 3 efficiency upgrades

ROB WYLLIE

MEASUREMENT AND VERIFICATION SPECIALIST



EDUCATION

Associate Arts and Science, Bellevue College

LICENSES & CERTIFICATIONS

AEE Fundamentals of Measurement & Verification 2014

PROFESSIONAL EXPERIENCE

Ameresco, Inc.

2014-Present

Measurement and Verification Specialist

PROJECT ROLE

Rob has completed measurement and verification (M&V) reports for nearly 70 projects. He assists in development of measurement and verification plans, working with ENERGY STAR Portfolio Manager and benchmarking building energy and water consumption.

He is proficient at collecting, processing, and analyzing utility data and has experience performing baseline adjustments. He performs post installation report writing including project description, performance measurements, and a comparison of the reported savings to the guaranteed amounts. Rob is responsible for documenting energy savings and project guarantees.

PROJECT EXPERIENCE

City of Olympia, Washington

Performed M&V upgrades to 13 municipal buildings, including new boilers, chillers, lighting and plumbing fixtures, which was funded with ~\$774,000 in incentives and grants, capital funds and a low interest loan from the WA State Treasurer.

City of Bellevue, Washington

Performed M&V on lighting, controls upgrades, and new heat pumps.

Town of Steilacoom, Washington

Performed M&V on lighting, controls upgrades, and new heat pumps.

Woodland Public Schools, Woodland, WA

Performed M&V on lighting, controls upgrades, and new boilers.

North Thurston Public Schools, Lacey, WA

Performed M&V on three phases of lighting upgrades.

Central Kitsap School District, Silverdale, WA

Performed M&V for work including: lighting, controls upgrades, new heat pumps, and solar thermal system for a pool.

Bates Technical College, Tacoma, WA

Performed M&V on lighting upgrades.

Accounts Payable

Checks by Date - Summary by Check Date

User: kari.ott
Printed: 12/12/2019 2:36 PM



Check No	Vendor No	Vendor Name	Check Date	Check Amount
125371	480000	911 Supply	11/08/2019	556.00
125372	879026	Accela, Inc.	11/08/2019	559.00
125373	&525	American Staffing, Inc.	11/08/2019	557.07
125374	032000	Andrews Seed Co., Inc.	11/08/2019	1,555.65
125375	037600	AT&T	11/08/2019	22.53
125376	879252	Daniel Beaubien	11/08/2019	61.25
125377	879087	Adam Brown	11/08/2019	41.11
125378	626400	Campo & Poole Distributing, LLC	11/08/2019	4,886.30
125379	637830	Century Link	11/08/2019	476.67
125380	637828	Century Link Communications, LLC	11/08/2019	96.60
125381	216000	D & B Supply Company	11/08/2019	177.60
125382	879247	Day Wireless Systems	11/08/2019	470.00
125383	520400	Dorman's, Inc.	11/08/2019	46.22
125384	634311	Frazier Aviation, LLC	11/08/2019	425.00
125385	360015	Home Depot Credit Services	11/08/2019	138.56
125386	436000	Lindsay Eco Water	11/08/2019	7.00
125387	879301	Net Assets Corporation	11/08/2019	168.00
125388	242083	State of Oregon Department of Transportati	11/08/2019	3.00
125389	879373	Aaron Phillips	11/08/2019	125.00
125390	130950	Sparklight Business	11/08/2019	458.65
125391	&357	Larry A. Sullivan	11/08/2019	1,470.00
125392	879146	Toshiba Financial Services	11/08/2019	1,721.89
125393	788402	TransUnion Risk & Alternative Data Soluti	11/08/2019	50.00
125394	878957	Valli Information Systems, Inc.	11/08/2019	196.96
125395	879151	Waste-Pro	11/08/2019	30.00
Total for 11/8/2019:				14,300.06
ACH	PRFED	PAYROLL TAXES	11/15/2019	4,239.93
ACH	PRORTAX2	OREGON DEPARTMENT OF REVENUE	11/15/2019	25.82
ACH	PRORTAXE	OREGON DEPARTMENT OF REVENUE	11/15/2019	217.89
ACH	PRPERS	OREGON PERS	11/15/2019	7,506.14
125396	028000	Anderson Perry & Associates, Inc.	11/15/2019	10,000.00
125397	033300	Argus Observer	11/15/2019	76.75
125398	816602	Bank of New York Mellon	11/15/2019	272,774.32
125399	144000	Cascade Natural Gas Corporation	11/15/2019	344.93
125400	879062	Compass Minerals America, Inc.	11/15/2019	4,733.44
125401	878915	Jacobs	11/15/2019	443,280.13
125402	879191	Kristy's Custom Sewing	11/15/2019	38.00
125403	441140	Looks Nu, Inc.	11/15/2019	65.00
125404	456402	Malheur County Clerk	11/15/2019	214.00
125405	516494	State of Oregon Department of Transportati	11/15/2019	2,418.17
125406	528405	Oster Professional Group, LLC	11/15/2019	24,264.33
125407	879414	Pro Rental & Sales, Inc.	11/15/2019	12,479.00
125408	879212	Uniforms 2 Gear	11/15/2019	3,529.56
125409	831840	Valley Paving & Asphalt, Inc.	11/15/2019	10,675.61
125410	854205	Veteran Advocates of Ore-Ida	11/15/2019	60.00

Check No	Vendor No	Vendor Name	Check Date	Check Amount
125411	816602	Bank of New York Mellon	11/15/2019	247,479.75
125412	879252	Daniel Beaubien	11/15/2019	291.50
125413	UB*11687	TYANNE BENSON	11/15/2019	25.19
125414	UB*11684	DIANA BRADSHAW	11/15/2019	83.60
125415	UB*11685	PAUL CARUSO	11/15/2019	10.52
125416	878926	Jared Cutler	11/15/2019	154.15
125417	879318	Peter Hall	11/15/2019	35.86
125418	UB*11681	LEVI PATTERSON	11/15/2019	49.69
125419	UB*11683	JARED STASCH	11/15/2019	352.96
125420	UB*11682	TYLER SWEET	11/15/2019	154.27
125421	UB*11686	BECKY WOLERY	11/15/2019	111.94
Total for 11/15/2019:				1,045,692.45
125422	832852	Wells Fargo Business Elite Card	11/22/2019	7,636.82
125423	005800	Action Medical, Inc.	11/22/2019	176.25
125424	012397	Agile Design Company	11/22/2019	10,000.00
125425	&525	American Staffing, Inc.	11/22/2019	566.06
125426	879130	Ani-Care Animal Shelter, Inc.	11/22/2019	1,370.08
125427	879252	Daniel Beaubien	11/22/2019	182.49
125428	626400	Campo & Poole Distributing, LLC	11/22/2019	3,790.10
125429	270205	Emergency Responder Services, Inc.	11/22/2019	64,356.25
125430	879421	Great Basin Aerial Imaging	11/22/2019	2,496.50
125431	376000	Idaho Power	11/22/2019	2,270.61
125432	408200	J-U-B Engineers, Inc.	11/22/2019	15,391.80
125433	879191	Kristy's Custom Sewing	11/22/2019	12.00
125434	879163	Ontario Auto Ranch	11/22/2019	119,780.00
125435	879422	State of Oregon Department of Administrat	11/22/2019	238.00
125436	642093	Red's Automotive Repair, Inc.	11/22/2019	151.91
125437	130950	Sparklight Business	11/22/2019	63.75
125438	879138	Stantec Consulting Services, Inc.	11/22/2019	27,412.10
125439	702008	Staples Business Credit	11/22/2019	68.05
125440	738002	Symbol Arts, LLC	11/22/2019	153.00
125441	879212	Uniforms 2 Gear	11/22/2019	33.50
125442	842030	Warrington Construction	11/22/2019	6,800.00
125443	878992	Wolfcom Enterprises	11/22/2019	54.00
Total for 11/22/2019:				263,003.27
125444	818000	U.S. Postmaster	11/26/2019	1,500.00
Total for 11/26/2019:				1,500.00
ACH	PRAFLAC	AMERICAN FAMILY LIFE ASSURANCE	11/29/2019	774.22
ACH	PRAMERF	AMERICAN FUNDS GROUP	11/29/2019	225.00
ACH	PRCCIS	E B S TRUST	11/29/2019	68,866.10
ACH	PRCOLONI	COLONIAL LIFE	11/29/2019	1,030.19
ACH	PRFED	PAYROLL TAXES	11/29/2019	81,890.56
ACH	PRNATW	NATIONWIDE RETIREMENT SOLUTIO	11/29/2019	400.00
ACH	PRORJU	OREGON DEPARTMENT OF JUSTICE	11/29/2019	1,176.00
ACH	PRORTAX2	OREGON DEPARTMENT OF REVENUE	11/29/2019	326.48
ACH	PRORTAXE	OREGON DEPARTMENT OF REVENUE	11/29/2019	21,434.16
ACH	PROSGP	OREGON SAVINGS & GROWTH PLAN	11/29/2019	2,100.00
ACH	PRPERS	OREGON PERS	11/29/2019	103,683.46
125452	879128	Life Flight Network	11/29/2019	50.00
125453	PRLINC	LINCOLN NATIONAL LIFE INS CO	11/29/2019	350.00

Check No	Vendor No	Vendor Name	Check Date	Check Amount
125454	PRSFIRE	UMPQUA BANK	11/29/2019	360.00
999999998	PRICMA	I C M A RETIREMENT TRUST 457	11/29/2019	300.00
Total for 11/29/2019:				282,966.17
125445	637830	Century Link	12/02/2019	764.01
125446	376000	Idaho Power	12/02/2019	1,724.59
125447	879315	State of Idaho Unclaimed Property	12/02/2019	457.32
125448	718100	State of Oregon Department of State Lands	12/02/2019	3,996.31
125449	583450	State of Oregon Dept of Corrections	12/02/2019	2,950.00
125450	879146	Toshiba Financial Services	12/02/2019	2,051.63
125451	288897	Verizon	12/02/2019	1,987.95
Total for 12/2/2019:				13,931.81
125455	&419	Ontario Lions Club	12/05/2019	14,000.00
125456	&419	Ontario Lions Club	12/05/2019	3,000.00
Total for 12/5/2019:				17,000.00
125457	879058	A Plus Awards	12/06/2019	170.50
125458	879026	Accela, Inc.	12/06/2019	672.00
125459	&525	American Staffing, Inc.	12/06/2019	399.83
125460	028000	Anderson Perry & Associates, Inc.	12/06/2019	15,800.00
125461	879192	Annas Consultants, Inc.	12/06/2019	441.72
125462	130624	B & W Car Wash	12/06/2019	24.00
125463	21409	Big Sky Sportswear	12/06/2019	1,186.50
125464	626400	Campo & Poole Distributing, LLC	12/06/2019	4,438.76
125465	879247	Day Wireless Systems	12/06/2019	470.00
125466	520400	Dorman's, Inc.	12/06/2019	32.89
125467	634311	Frazier Aviation, LLC	12/06/2019	425.00
125468	420000	John Deere Financial	12/06/2019	22.48
125469	436000	Lindsay Eco Water	12/06/2019	12.00
125470	456402	Malheur County Clerk	12/06/2019	117.00
125471	879225	Malheur Media, LLC	12/06/2019	325.00
125472	477523	Municipal Code Corporation	12/06/2019	380.03
125473	879301	Net Assets Corporation	12/06/2019	300.00
125474	879163	Ontario Auto Ranch	12/06/2019	204.19
125475	572000	Ontario Sanitary Service, Inc.	12/06/2019	313.06
125476	614087	PORAC LDF	12/06/2019	345.00
125477	642093	Red's Automotive Repair, Inc.	12/06/2019	596.30
125478	879145	Silver Signet, LLC	12/06/2019	170.00
125479	878977	Snake River Valley Chief's Associaton	12/06/2019	65.00
125480	702008	Staples Business Credit	12/06/2019	159.55
125481	878931	Tire Factory of Ontario	12/06/2019	1,180.00
125482	788402	TransUnion Risk & Alternative Data Soluti	12/06/2019	50.00
125483	854205	Veteran Advocates of Ore-Ida	12/06/2019	60.00
125484	863995	White Cloud Communications-Boise, Inc.	12/06/2019	525.00
125485	774001	Wtechlink	12/06/2019	600.00
125486	UB*11694	CASSANDRA ANGULO MONTES	12/06/2019	60.75
125487	UB*11689	TORINA BURNETT	12/06/2019	6.18
125488	&260	Four Rivers Cultural Center	12/06/2019	20,696.14
125489	UB*11691	MARIA GUERRERO	12/06/2019	79.57
125490	MONSONKI	Kenneth Monson	12/06/2019	74.98
125491	539200	Ontario Area Chamber of Commerce	12/06/2019	16,248.51
125492	UB*11688	CHRISTOPHER/CASSAUNDRA PEREZ/	12/06/2019	70.53

Check No	Vendor No	Vendor Name	Check Date	Check Amount
125493	UB*11693	HEIDI SWEENEY	12/06/2019	107.68
125494	UB*11690	LARRY TUTTLE	12/06/2019	197.59
125495	UB*11692	KELLY WOLERY	12/06/2019	130.78
Total for 12/6/2019:				67,158.52
Report Total (141 checks):				1,705,552.28

MALHEUR COUNTY COURT MINUTES

December 4, 2019

The regularly scheduled meeting of the County Court was called to order by Judge Dan Joyce at 9:00 a.m. in the County Court Office of the Malheur County Courthouse with Commissioner Don Hodge and Commissioner Larry Wilson present. Others present were Planner Eric Evans, Building Official Adele Schaffeld, and Brittany White from Malheur Council on Aging (MCOA). Notice of the meeting was posted on the County website, Courthouse public bulletin board, and emailed to the Argus Observer, Malheur Enterprise, and those persons who have requested notice.

PUBLIC HEARING - SUPPLEMENTAL BUDGET

Judge Joyce opened the public hearing for consideration of Resolution R19-33. Notice of the hearing was published in the Argus Observer. A public hearing was required as the supplemental budget will adjust the current budget fund by 10% or more of the expenditures of that fund. No public comments were received. Judge Joyce closed the hearing. Commissioner Wilson moved to approve Resolution No. R19-33: In the Matter of Fiscal Year 2019-2020 Supplemental Budget by Resolution Under Local Budget Law ORS 294.471. Commissioner Hodge seconded and the motion passed unanimously. The supplemental budget allocates additional Grant In Aid funds from the Department of Corrections that were not anticipated when the adopted budget was prepared - the funds are to be used per the agreement between the State of Oregon and Malheur County; and allocates additional State Marine Board funds that were not anticipated when the adopted budget was prepared - the funds are to be used to purchase two new personal watercraft platforms and trailer. See instrument #[2019-4348](#)

STIF BY-LAWS AMENDMENT

MCOA Transportation Manager Brittany White met with the Court and explained that revisions to the Statewide Transportation Improvement Fund (STIF) by-laws were needed. Ms. White reviewed the proposed changes with the Court; changes include correcting the title of the advisory committee; changes to Article 1, paragraph 1; and changes to Article 2, Section 3(b). Commissioner Wilson moved to amend the Statewide Transportation Improvement Fund (STIF) Advisory Committee By-laws as presented. Commissioner Hodge seconded and the motion passed unanimously. See instrument #[2019-4349](#)

COURT MINUTES

Commissioner Hodge moved to approve Court Minutes of November 13, 2019 as written. Commissioner Wilson seconded and the motion passed unanimously.

CROSSING PERMITS

Commissioner Hodge moved to approve Crossing Permit #28-19 to Track Utilities LLC to trench/place equipment to provide monitoring service to a solar farm on Lincoln Dr. #903; Permit #29-19 to Track Utilities LLC to provide facilities and service to a solar customer on Power Rd. #907; Permit #30-19 to Track Utilities LLC to provide facilities and service to a customer on S Rd K #7311; and Permit #31-19 to Idaho Power to replace a pole on Clark Blvd. #755. Commissioner Wilson seconded and the motion passed unanimously. The original permits will be kept on file at the Road Department.

IGA WITH DHS FOR STF FUNDS

Commissioner Wilson moved to approve Intergovernmental Agreement (IGA) between Malheur County (STF Agency) and State of Oregon Department of Human Services (DHS) for Use of STF Funds, DHS Contract #162363. Commissioner Hodge seconded and the motion passed unanimously. Funding is in the amount of \$2,000 for fiscal year 2019/2020 and \$2,000 for fiscal year 2020/2021 for the maintenance and purchase of existing transportation programs and services for seniors and individuals with disabilities. DHS is a sub-recipient of the STF Funds allocated in ODOT Agreement No. 33495 (recorded as instrument #[2019-2032](#)). See instrument #[2019-4350](#)

FIRST PUBLIC HEARING - ORDINANCE NO. 222

Judge Joyce opened the first public hearing for consideration of Ordinance No. 222: An Ordinance Adopting Temporary Specialty Code Provisions for the Malheur County Building Program; and Declaring an Emergency. Notice of the hearing was published in the Argus Observer, posted in the office of the Building Department, posted at the Courthouse, and posted on the County website. Building Official Adele Schaffeld explained that in October the State of Oregon adopted the 2019 Oregon Structural Specialty Code (OSSC) with a three-month grace period. The code changes are quite substantial; adopting the temporary specialty code provisions will allow for the County to continue its building permit program temporarily at status quo while a new County ordinance is drafted and adopted. A meeting of eastern Oregon building officials will be held in January to discuss the changes and how best to address them. No public comment was received. Judge Joyce closed the hearing. The second hearing will be December 18, 2019.

SUPPLEMENTAL BUDGET RESOLUTION

Commissioner Hodge moved to approve Resolution R19-30: In the Matter of Fiscal Year 2019/2020 Supplemental Budget by Resolution Under Local Budget Law ORS 294.471. Commissioner Wilson seconded and the motion passed unanimously. The supplemental budget allocates additional Transfer Funds from the Community Corrections Fund that were not anticipated when the adopted budget was prepared - the funds are to be used for the general operation of the Jail and offset funds taken from the County General fund; allocates insurance proceeds to repair vandalism damage done at the Bully Creek campground; and allocates funds from Malheur Council on Aging (MCOA) for the purchase of the property for the bus barn expansion project. Commissioner Wilson seconded and the motion passed unanimously. See instrument #[2019-4351](#)

COMMISSIONER COMMENTS

Commissioner Wilson noted that public member Riley Hill had contacted him and requested the Court consider building or partnering to build a halfway

house.

BUDGET TRANSFER RESOLUTION

Commissioner Wilson moved to approve Resolution R19-32: In the Matter of Fund Transfers Under Local Budget Law ORS 294.463. Commissioner Hodge seconded and the motion passed unanimously. Funds transferred are within the Special Transportation Fund budget. See instrument [#2019-4352](#)

AMENDMENT TO IGA #159822

Commissioner Hodge moved to approve Fifth Amendment to Oregon Health Authority 2019-2021 Intergovernmental Agreement for the Financing of Public Health Services, Agreement #159822. Commissioner Wilson seconded and the motion passed unanimously. The amendment adds \$2,565 to Program Element 12 - Public Health Emergency Preparedness and Response (PHEP); and adds \$46,972 to Program Element 13-01 - Tobacco Prevention and Education Program (TPEP). The original IGA is recorded as instrument [#2019-3374](#). A copy of the amendment will be returned for recording.

IGA WITH CITY OF JORDAN VALLEY - FLOODPLAIN

Planner Eric Evans met with the Court and presented an IGA with Jordan Valley for floodplain administrator services; Mr. Evans has agreed to administer the floodplain rules and regulations as adopted by the City ordinance. Commissioner Hodge moved to approve Intergovernmental Agreement (IGA) for Flood Hazard Management in the City of Jordan Valley between the City of Jordan Valley and Malheur County. Commissioner Wilson seconded and the motion passed unanimously. A copy will be returned for recording.

County Counsel Stephanie joined the meeting.

ADDENDUM TO EXTEND CLOSING DATE - FARMERS

Commissioner Wilson moved to approve Addendum to Extend Closing Date Under Purchase and Sale Agreement Recorded with the Malheur County Clerk on July 18, 2018 as Instrument Number [2018-2681](#) with James G., Margaret D. and Charles Warren Farmer. Commissioner Hodge seconded and the motion passed unanimously. The extension is at the request of the Farmers. The addendum changes the closing date to January 10, 2020. A copy will be returned for recording.

SPECIAL PUBLIC WORKS FUND

It was noted that an award letter had been received for the Special Public Works Fund, Treasure Valley Reload Center Land Purchase Project. A copy of the letter was given to the Court members.

ADDENDUM TO EXTEND CLOSING DATE - NYSSA INDUSTRIES

Ms. Williams explained that the Nyssa Industries property will not be included in the memorandum of understanding with the Development Corporation; the MOU will be to develop the Farmer property and not include the Nyssa Industries property at this time. An appraisal of the Nyssa Industries property will need to be done if the County intends to purchase it with the Special Public Works Fund; additionally the Court will need to give direction to Mr. Smith on whether or not the appraisal fee should be paid from the MCDC line-item. Commissioner Hodge moved to sign Addendum to Extend Closing Date Under Purchase and Sale Agreement Recorded with the Malheur County Clerk on July 11, 2018 as Instrument Number [2018-2617](#) with Nyssa Industries Inc. Judge Joyce seconded and the motion passed. Commissioner Wilson abstained. The addendum will be sent to Nyssa Industries for their consideration to extend the closing date to on or before March 31, 2020.

RESOLUTION - LINE OF CREDIT

Commissioner Hodge noted he met with Bank of Eastern Oregon regarding the Development Corporation's line of credit and that he wants to be involved in the financial side of the project (the resolution states that one County Court member will review invoices accessing/withdrawing funds from the line of credit). Commissioner Wilson stated again that he wants to ensure that work performed by the contractors is eligible for reimbursement from ODOT before the work is completed (weekly conference calls are held with the contractors and Mr. Smith and one County Court member could join those calls). After discussion, Commissioner Hodge moved to approve Resolution No. R19-34: In the Matter of a Resolution Guaranteeing a line of credit with Bank of Eastern Oregon to the Malheur County Development Corporation in the amount of \$1.5 Million Dollars in order for the Corporation to develop the Treasure Valley Reload Center and receive reimbursement from the Oregon Department of Transportation under Oregon State Agreement No. 33744; and Authorizing Malheur County to be a Guarantor. Commissioner Wilson seconded and the motion passed unanimously.

See instrument [#2019-4353](#)

COURT ADJOURNMENT

The meeting was adjourned.

PUBLIC WORKS COMMITTEE MEETING MINUTES

Tuesday, November 12, 2019, 3:00 p.m. MT

**** Public Works Headquarters ****

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

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

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

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 – SEPTEMBER 10, 2019

RESOLUTION, ACTION &/OR MOTION:

The motion was made by Mr. Woodcock, seconded by Mr. Fox to adopt the minutes of the previous meeting, September 10, 2019: Motion passed unanimously.

NATIONAL LEAGUE OF CITIES **SERVICE LINE WARRANTY PROGRAM** **UTILITY SERVICE PARTNERS INC.**

DENNIS LYON – POWERPOINT PRESENTATION

➤ Program Benefits

- Helps address the public policy issue of aging infrastructure
- No cost for municipality to participate/turnkey approach
- Ongoing revenue stream for the municipality
- Free public awareness campaign
- Educates homeowners about their lateral line responsibilities
- Peace of mind – with one toll-free call a reputable contractor is dispatched
 - All repairs performed to code by local licensed contractors
 - Contractors undergo rigorous vetting process to ensure quality service

SEWER LATERAL & SEPTIC LINE COVERAGE ** WATER LINE & WELL LINE COVERAGE

Homeowner repair protection for broken, cracked, or leaking water and sewer lines from the point of utility connection to the home exterior.

➤ Coverage includes:

- Up to \$8,500 per occurrence (includes public street & sidewalk cutting)
- Unlimited service calls; unlimited annual and lifetime benefits (no cap)
- No service fees; no deductibles
- No long-term contracts – month to month
- No pre-inspection required before coverage begins – 30 day waiting period
- 24/7/365 availability; no forms or paperwork

INTERIOR PLUMBING AND DRAINAGE

Homeowner repair protection for in-home water supply lines and in-home sewer lines and all drain lines connected to the main sewer stack that are broken or leaking inside the home after the point of entry.

- Coverage includes:
 - Up to \$3,000 coverage per repair incident
 - Includes coverage for broken or leaking water, sewer, or drain lines under the slab or basement floor, and clogged toilets
 - Unlimited service calls; unlimited annual and lifetime benefits (no cap)
 - No service fees; no deductibles
 - No long-term contracts - month to month
 - No pre-inspection required before coverage begins - 30 day waiting period
 - 24/7/365 availability; no forms or paperwork
- Incremental Revenue Stream
 - City received \$.50 per month per paid warranty agreement
 - Paid as a royalty each January
 - Yours to use as you wish
 - Examples:
 - Low income utility assistance program
 - Offset water bill/leak
 - Donate to charity
 - Use towards NLC/State League dues
 - Can decline revenue
 - Savings passed directly to residents
- Marketing approach
 - Only market by direct mail – no door to door or telemarketing
 - Limited to 3 mailing campaigns per year
 - Would never mail without your review and approval of marketing material before each and every campaign
 - Marketing clearly states city does not provide program
 - Participation always voluntary for the homeowner
 - City role: logo & signature
 - Economy of scale
 - Consumers can enroll one of three ways:
 - Calling into our toll-free number that is provided on the mailing
 - Returning the bottom of the letter to us in the self-addressed stamped envelope provided
 - Visiting our consumer website www.slwofa.com at any time
- Over 650 Municipal Partners in 41 States
- Our Partners in OR & WA
 - City of...

▪ Cottage Grove, OR	- Hermiston, OR	- Bandon, OR
▪ Newberg, OR	- Hines, OR	- Coos Bay, OR
▪ Estacada, OR	- Winston, OR	- Umatilla, OR
▪ Reedsport, OR	- Glendale, OR	- College Place, WA
▪ Dayton, WA	- Kelso, WA	- Sunnyside, WA
 - WA Water Company
 - WA County Service Authority
- Over 47,000 residents currently enrolled in program
- Over \$2.4 million paid in repair costs over the last 3 years
- Program Success & Notes
 - Endorsement $\neq$ Exclusivity
 - Currently serving over 4 million customers
 - 1.34 million jobs completed over the last 3 years (avg 1 job every 49 seconds)
 - Saved customers over \$454 million in repair costs over the past 3 years
 - 97% claim approval rating
 - 99.6% claims satisfaction rate
 - Currently over 1,600 contractors in network
 - 9 of every 10 customers surveyed have recommended the program to friends, family and neighbors

Q&A

CL – One of the reasons we asked Mr. Lyon here is because we had an incident several months ago where an individual called and had an issue with their sewer line on the resident side where the cost for the repair was approximately \$7k. It's hard to tell that individual that this was their responsibility; knowing they don't have the money to fix it.

1. We reached out when we heard about this program
2. Thought this would be a viable option to help alleviate the issue associated with "sticker shock"
3. We have a lot of infrastructure in town that has some issues associated with it and this would be a way for someone to help dodge that bullet.

What is the bottom line? What is the cost?

DL – There are two different pricing structures because there is the revenue aspect. (*See Term sheet below*)

Term Sheet

November 11, 2019

(Term Sheet valid for 90 days)

I. Initial Term. Three years

*II. License Fee. \$0.50 per Product for each month that a Product is in force for a Property Owner (and for which payment is received by Company), aggregated and paid annually, for:
City logo and name on letterhead, advertising, signature line, billing and marketing materials.*

III. Products.

- a. External water service line plan (initially, \$5.75 per month)*
- b. External sewer/septic line plan (initially, \$7.75 per month)*
- c. Interior plumbing and drainage plan (initially, \$9.99 per month)*

Company may adjust the foregoing Product fees; provided, that any such adjustment shall not exceed \$.50 per month in any 12-month period, unless otherwise agreed by the Parties in writing.

IV. Scope of Coverage.

- a. External water service line plan:*
 - Property Owner responsibility: From the meter to the external wall of the home.*
 - Covers thawing of frozen external water lines.*
 - Covers well service lines if applicable.*
- b. External sewer/septic line plan:*
 - Property Owner responsibility: From the exit point of the home to the main.*
 - Covers septic lines if applicable.*
- c. Interior plumbing and drainage plan:*
 - Water supply pipes and drainage pipes within the interior of the home.*

Marketing Campaigns. Company shall have the right to conduct up to three campaigns per year, comprised of up to six mailings and such other channels as may be mutually agreed. Initially, Company anticipates offering the Interior plumbing and drainage plan Product via in- bound channels only.

DL – The pricing is structured in a way that the people who are most financially vulnerable to these types of situations can participate without having to figure out what to cut out of their budget. Also, most people don't know that those laterals are their responsibility, and that is why I mention the pro-active education part of it so then the people know it is their responsibility and they can decide whether they want to do something about it.

CL – This was an opportunity to address potential issues and alleviate some concerns.

SW – Is this single family only or does it go beyond that?

DL –

- Residential. Duplex - Not a shared line, No apartment complex etc.
- Homeowners insurance covers damages but not for the repairs.
- City would be under three-year contract. The resident is on a month-to-month agreement.
- There is no minimum participation requirement.

PW – states mail out literature 3 times a year, do you only send out the initial year??

DL –

- Get list from municipality
- Purchase address list
- May opt out of mail
- Only available with the partnership of the City.

JF – Why do you want or need City Logo?

DL – The Logo is familiar and without it the homeowner participation is very low.

- 3-year agreement – City still has option to not approve letter to be mailed out.

JF – Sounds as thou the City is being asked to participate in a Marketing Program. We don't do that. Do we? Wish Adam Brown was here.

BR – Think he (Adam) felt like the service that was provided was worth that marketing; is not something the City can provide by themselves, and when you have situations like this is an opportunity *(inaudible multiple speakers)*

JF – But he's also looking at the kickback of \$.50 per household. And there is like 4,800 in Ontario... \$2,400...

CL – That is only the kickback based on the participants, right?

DL – Correct.

JF – So that is an incentive for the City to help market. Personally, I don't like the whole deal. And I still have to talk to my insurance agent to find out how much my disaster rider cost me per year. Cause it's about \$300 a year.

DL – If you took all three.

JF – I have a disaster rider on my homeowner's policy; would cover this.

DL – If I could point out this is one of the differences between the way our program is set up and the way an insurance rider for example would work is when you make claims with our program there is not going to be an increase in premium like there is with insurance because you've used it. There is not going to be a deductible like you'll typically see like with insurance either. And the other thing is typically when it comes to homeowner's insurance there's a little bit of discrimination from the credit ratings standpoint as to what insurance you might have access to. So not everybody may be able to qualify to get decent rates with a State Farm so that they can add a rider to do this type of thing. For us everyone who wants to participate is able to participate there is no credit rating taken into account or any of those types of things. They are similar but they are different.... It's not mandatory participation. And I like the fact that our program that the homeowners determine the need themselves.

JF – I'd probably feel better about your program if you weren't asking to use Ontario's Logo and also giving a kickback. Because there is the carrot for the City of Ontario to get a kickback. We don't take kickbacks. We are not supposed to take kickbacks I should say.

DL – Well that component is optional and I would have to look at my notes in the conversations that I've had with Peter Hall (HR), but I believe that he has said that you likely would Not be interested in that component because it would be \$.50 cents less per month for each product for the homeowners. And that is why we also make that optional because there are some communities that just don't feel comfortable with that even if they are transparent about what it is, they do with it.

CL – Where I was coming from is, I was trying to help our citizens.

JF – I get it and that is why I want to talk to my insurance agent and ask how much the disaster rider is.

BR – Is Council taking this up? Or?

DL – My understanding from Peter is that this was the first step, and then what your recommendation is for Council then to take it under consideration. So, if you were to give a yea, then the next step isn't automatically that the Council is going to approve it. Just that I'm going to come back and give the presentation to Council so they can decide on how they feel as well.

RESOLUTION, ACTION &/OR MOTION:

The motion was made by Mr. Fox, seconded by Mr. Woodcock to table this until the next meeting for further discussion: Motion passed unanimously.

SRCI

The information below was shared with the Committee members. As discussion progressed, the committee developed a motion that generally conveyed:

PW committee recommends that City initiate negotiation with the Out of City rate, which represents a single point of risk and therefore assumes the highest cost to the customer to cover that risk. The PW Committee did agree that if the Out of City Rate was a non-starter with the SRCI, that they would be willing to support the Shared Risk rate, in which the SRCI pays standard in-city rates, but also pays the Major Projects charge, which includes the cost of the anticipated capital improvements for the SRCI infrastructure. The Committee did request that some type of risk premium be added to the CIP items to cover the inherent risks (inflation greater than anticipated, higher cost for debt service, etc.).

In general, the table below represents an average of what SRCI pays on a monthly basis, what it would pay with an Out of City rate, including the modified surcharge, and what it would pay with the In-City rate including the Major Projects and the modified surcharge. In this case the major project includes the general CIP items and the siphon project.

WasteWater Meter Rate Schedule (2019)	Current SRCI rate	SRCI WW System Fee (single rate, single point risk)	Proposed SRCI Rate (Shared Risk)
Note: Total costs will vary with total flow and BOD and TSS concentrations			
Example Data			
gallons/month	8,740,000	8,740,000	8,740,000
MGD	0.29	0.29	0.29
Average Actual BOD (mg/L)	260	260	260
Average Actual TSS (mg/L)	337	337	337
Allowable BOD (lb/day)		418	418
Allowable TSS (lb/day)		394	394
Base Rate			
Metered use (gallons/month)	8,740,000	8,740,000	8,740,000
meter base charge / flat rate	\$ 6.64	\$ 11.63	\$ 6.64
Consumption Rate (per 1000 gal)	\$ 6.08	\$ 10.66	\$ 6.08
Meter volume charge	\$ 53,139.20	\$ 93,168.40	\$ 53,139.20
total base charge	\$ 53,145.84	\$ 93,180.03	\$ 53,145.84
Prior Surcharge Rate		N/A	N/A
Average actual mg/L TSS	337		
TSS Surcharge	\$ 13,273.15		
Average actual mg/L BOD	260		
BOD Surcharge	\$7,097.94		
Revised Surcharge Rate	N/A		
Average actual lbs TSS/day		819	819
TSS Surcharge (\$1.12/lb excess)		\$14,286.75	\$14,286.75
Average actual lbs BOD/day		632	632
BOD Surcharge (\$1.06/lb excess)		\$6,799.33	\$6,799.33
Major Project	N/A	N/A	
Monthly Major Project Charge			\$ 4,216.49

RESOLUTION, ACTION &/OR MOTION:

The motion was made by Mr. Fox, seconded by Mr. Woodcock to recommend the City initiate negotiation with the Out of City rate, which represents a single point of risk and therefore assumes the highest cost to the costumer to cover that risk with the caveat: Motion passed unanimously.

PROJECT UPDATES

- Crack Sealing – Done.
 - Water Treating Plant Master Plan – Continuing to move forward.
 - Lions Shelter – Putting the new roof on this week.
 - NPDES – Flowing to the river for the first time on the new NPDES Permit; happening now until the end of April.
 - Beck Park Bridge – Report from Sean Murphy with cost savings to repair rather than replace – replace \$90,000 / repair \$16,000. If we go that route what is the life span? Waiting for response.
 - TVCC Trail Grant – Had major River clean up, 4 days and made a huge impact on whole area. Part of the TVCC trail that parallels the Snake River.
 - Tennis Courts – Asking us to look at post-tension vs asphalt court. Contractor giving cost difference; believe it will be a significant jump.
 - SE 2nd St project – Knife River got this – had to pull it because they did not have water/sewer footprint in plans. Gave them a cost estimate and waiting for them to get back to us.
 - Skate Park Restroom – There are some dollars left in the grant that Adam had gotten to get next restroom in – will overlap fence and will serve both skate park and splash park. Is the Skate Park part of the Rec. District? – will follow up on this.
 - Airport Extension – Dan Cummings and Al Haun went out and ran a level across that. The Council approved a budget to try to get the wastewater extended down so it will serve Life Flight, stubs for 3 potential hanger sights, and it will come down to the FBO. My understanding is the services will be the responsibility of the FBO or Life Flight to connect into it. It will be lined up and ready to serve.
-

ADJOURN

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

APPROVED:

Signature

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

APPROVED DEC 10 2019

Date