

**MISSION STATEMENT: TO CREATE A HEALTHY, SAFE, DIVERSE, AND PROSPEROUS CITY
BY ENGAGING COMMUNITY MEMBERS TO DEVELOP AN ENRICHED QUALITY OF LIFE.**



**COUNCIL MEETING AGENDA
CITY COUNCIL – CITY OF ONTARIO OREGON
TUESDAY, NOVEMBER 24, 2020, 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 _____ Ken Hart _____
Michael Braden _____ Norm Crume _____ Mayor Riley Hill _____

2) PLEDGE OF ALLEGIANCE

This Agenda was posted on November 23, 2020. 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) OLD BUSINESS

A) Resolution #2020-144: A Resolution Approving the Bid from Lawn Express in the Amount of \$39,500 and to Appropriate Necessary Funding

6) CORRESPONDENCE, COMMENTS AND EX-OFFICIO REPORTS

7) ADJOURN



**AGENDA REPORT
OLD BUSINESS
November 24, 2020**

To: Mayor and City Council

FROM: Daniel Beaubien, Airport Manager

THROUGH: Adam J. Brown, City Manager

SUBJECT: **RESOLUTION #2020-144: A RESOLUTION APPROVING THE BID FROM LAWN EXPRESS IN THE AMOUNT OF \$39,500 AND TO APPROPRIATE NECESSARY FUNDING**

DATE: November 20, 2020

PROPOSED MOTION:

I MOVE THE CITY COUNCIL APPROVE RESOLUTION #2020-144: A RESOLUTION APPROVING THE BID FROM LAWN EXPRESS IN THE AMOUNT OF \$39,500 AND TO APPROPRIATE NECESSARY FUNDING.

SUMMARY:

Bids have been taken for the irrigation of the grass runway that has been established at the Ontario Municipal Airport. The City of Ontario has dedicated this grass strip in honor of Cash Troyer as a permanent part of the airport. This irrigation system is a maintenance free system.

BACKGROUND:

A grass roots effort with many volunteer hours was utilized to put in a grass runway for pilots to make Ontario a prime central location for back country pilots. As this progressed with donated grass seed and many volunteer hours with the use of old wheel lines, it became obvious that a better irrigation system would have to be put in at some point in time.

Cares Act funding was received to cover operations at the Ontario Municipal Airport, making general funding available of approximately \$30,000.

CURRENT SITUATION:

Three bids have been received:

One was a verbal bid from Pat Patterson for \$50,000.

One from Lawn Keepers for \$59,000

One from Lawn Express for \$39,500.

The Airport Committee has selected Lawn Express as the lowest responsive and responsible bid and is recommending approval by the City Council. The bid from Lawn Express includes the city assisting with parts of the trenching for the irrigation system to keep the cost down.

The City Council reviewed the bids on November 5, 2020 and asked that certain portions of the contract be shored up to cover warranty issues. Those changes have been made by the Airport Manager and City Attorney. The vendor requested last minute changes from his attorney. The City Attorney was asked to review the changes and come back on November 24th.

ANALYSIS:

- A. **STRATEGIC PLAN** Growth and improvements at the Ontario Municipal airport is part of the Ontario 2019-2023 strategic plan, Growth strategy.
- B. **FINANCIAL** This system, while costing money upfront, will save on water and labor for years over the wheel line system that is currently in place. The additional cost may be partially or totally recouped by the sale of the wheel lines currently being used. The airport has two wheel lines that can be sold after the new irrigation system is installed.

The city received Airport CARES funding of \$30,000. Due to this, there will be additional funds remaining in the payroll and other operating costs of the airport. Resolution #2020-144 has been drafted to fund the difference in funds needed and available.

- C. **TIMING** Timing is perfect as the season is moving to the dormant stage. Having the work complete prior to the spring is ideal.
- D. **POLICY/LEGAL** The City Council is required to make the budget and appropriation approval and the contract award.

ALTERNATIVES:

The City Council could choose not to purchase the underground sprinkler system and the wheel lines would continue to be used.

RECOMMENDATION:

Staff recommends awarding the bid and approval of the Resolution #2020-144.

ATTACHMENTS:

- 1. Sprinkler bid Lawn Express 2020 updated 11-22-2020
- 2. Resolution #2020-144 IRRIGATION FOR GRASS RUNWAY

LAWN EXPRESS

Scott Windom - LCB #8956
6178 Adams Road
New Plymouth, ID 83655
(208)278-3192

CONTRACT TERMS

This is an agreement between the Ontario Airport and Lawn Express of New Plymouth, Idaho. Under the terms set forth below, Customer agrees to purchase the services of Lawn Express in preparing and installing an irrigation system, and Scott Windom of Lawn Express agrees to render such services.

The parties agree as follows:

IRRIGATION SYSTEM INSTALLATION

Lawn Express is installing an irrigation system for the Ontario Airport. Lawn Express shall furnish all the materials and perform all of the work required. If Customer decides to help in anyway, it will need to be done according to standards established by Lawn Express. If work done by Customer is not done properly and results in unforeseen issues, Customer agrees not to hold Lawn Express liable for such issues. Lawn Express will work to ensure that all work is done accordingly and to the satisfaction of both parties, but if issues arise from Customer's work then additional charges may be applied to correct any issue(s). Lawn Express also cannot accept responsibility for settling due to new construction, utility lines or any other excavations not performed by or supervised by Lawn Express.

Lawn Express will winterize the sprinkler system at no additional charge in the fall of 2020. Lawn Express will charge the average cost of the blowout in the years following, starting in the fall of 2021 if asked. Any repairs needed within the first six months will be at no additional charge for parts or labor.

CHANGES

Lawn Express will make reasonable efforts to complete the Contract as designed. Circumstances may arise beyond the control of Lawn Express that may prevent construction of the Contract exactly as planned. Lawn Express will make reasonable efforts to minimize this impact on the design and construction. Customer acknowledges this possibility and accepts the action Lawn Express will take to minimize the potential change in design. If Customer wishes to change any part of the installation after this agreement is signed, but prior to commencement of installation, which results in additional material or labor costs for Lawn Express or results in delays in the completion of the Contract, said costs will be added to the remaining balance of the Contract and billed as part of the original Contract. Any changes in the design or Contract, whether the changes result in additional time, cost, or neither, must be made in writing and signed by both parties, using a Change Order Form.

PERMITS

Lawn Express is responsible for securing all necessary permits required for Installation of Irrigation System. Unless specified in writing, Lawn Express is not responsible for code violation made at Customer request.

UTILITIES

Lawn Express is responsible for contacting Dig Line which is the underground utility locating service for Oregon and Idaho. Lawn Express shall not be held liable for property damage to all secondary underground utilities not marked (i.e. but not limited to, gas lines, irrigation lines, cables, underground electric, etc.) or any hidden obstructions. The Customer is held responsible for marking all property boundaries.

PROJECT START AND COMPLETION

The work to be performed under this Contract shall be commenced on or before November 17, 2020 and shall be substantially completed on or before December 20, 2020. An estimate of the number of days to complete the contracted work and an expected start date are provided as a courtesy. There may be delays in the beginning date and completion date due to poor weather or other circumstances beyond the control of Lawn Express. Those delays will not alter or invalidate any part of this Contract, nor will they entitle Customer to additional rights under the Contract.

TERMINATION

This agreement may be canceled by Customer by mailing written notice to Lawn Express before midnight the third business day after Customer has signed this agreement. If after that time Customer wishes to terminate this Contract, Customer must give Lawn Express five (5) days advance written notice. Lawn Express will retain any monies paid by Customer up to the effective date of termination, and is entitled to any additional expenses for materials, labor, or other expenses incurred by Lawn Express. A final invoice will be sent to the Customer and the balance will be due upon receipt.

COST OF SERVICES

The Cost of Services for the Installation of Irrigation System is not to exceed \$39,500 dollars.

PAYMENTS

Customer will pay Lawn Express fifty percent (50%) of the Cost of Services for the Installation of the Irrigation System, which equals \$19,750, within two weeks of the date this Contract is signed. Lawn Express will invoice the Customer for the remaining Cost of Services for the Installation of the Irrigation System when work is completed. The invoice shall be paid by Customer within 30 days of the invoice date. If the total balance is not received by the end of the 30-day period, interest will be paid on that balance by Customer at a rate of 1.5% per month. Failure by Customer to pay the remaining balance within 45 days will constitute breach of this agreement. Upon breach of this agreement, Customer agrees to pay all costs of collecting any remaining balances, including attorney's fees. No warranties will be issued until full payment is received.

WARRANTY

Lawn Express expressly warrants that all materials and equipment provided to Customer by Lawn Express shall be free from defects, and that all labor shall be performed in a workmanlike manner in accordance with industry standards. This warranty shall be in effect for a period of five years from the date of project completion. The warranty includes only defects in materials or workmanship and expressly excludes improper usage of the system, damage caused by freezing, fire, flooding, any other natural phenomena, or damage by any other cause.

NONWAIVER

The failure of either party to enforce any right accruing under this agreement shall not be construed as a waiver of a subsequent right of that party to enforce the same or any other right, term or condition.

GOVERNING LAW

This agreement shall be interpreted and enforced in accordance with the laws of the State of Oregon.

ATTORNEY FEES

If either party brings legal action to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to a judgment against the non-prevailing party for the prevailing party's costs and reasonable attorney fees, including attorney fees and costs incurred at trial and on appeal.

Signed this _____ day of _____, 2020.

Print Owner's Full Legal Name

Print Contractor's Full Legal Name

Signature – City of Ontario Manager

Signature - Contractor of Lawn Express



RESOLUTION #2020-144

A RESOLUTION APPROVING THE BID FROM LAWN EXPRESS IN THE AMOUNT OF \$39,500 AND TO APPROPRIATE NECESSARY FUNDING

- WHEREAS,** The City along with numerous volunteers installed a grass runway at the Ontario Airport; **and**
- WHEREAS,** The city is currently irrigating the runway with wheel lines and would like to install an underground irrigation system; **and**
- WHEREAS,** Three bids were received with Lawn Express being the lowest at \$39,500; **and**
- WHEREAS,** The city also received \$30,000 in CARES Act Funding to be used for operational costs; **and**
- WHEREAS,** The City desires to modify the 2020-2021 Airport budget in order to pay the necessary expenditure.

NOW THEREFORE, BE IT HEREBY RESOLVED by the Ontario City Council, to approve the following adjustment to the fiscal year 2020-2021 budget:

Line Item	Item Description	FY 20-21 Budget	Amount of Change	Adjusted Budget
GENERAL FUND				
001-004-832000	Transfer to Airport Fund	\$ 92,923	\$9,500	\$102,423
001-004-871000	Operating Contingency	\$211,328	(\$9,500)	\$201,828
AIRPORT FUND				
120-000-441451	CARES Act Funding	\$ -	\$30,000	\$30,000
120-006-712103	Irrigation System	\$ -	\$39,500	\$39,500
120-000-458000	Transfers In	\$92,923	\$9,500	\$102,423

EFFECTIVE DATE: Effective immediately upon passage.

PASSED AND ADOPTED by the City Council of the City of Ontario this 24th day of November 2020, by the following vote:

AYES:

NAYES:

ABSENT:

APPROVED by the Mayor this 24th day of November, 2020.

Riley J. Hill, Mayor

ATTEST:

Tori Barnett, MMC, City Recorder