

**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, MARCH 16, 2021, 6:00 PM, MT
[Zoom Link](#)**

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 ____ Sam Baker ____ John Kirby ____ Ken Hart ____
Michael Braden ____ Eddie Melendrez ____ Mayor Riley Hill ____

2) PLEDGE OF ALLEGIANCE

This Agenda was posted on March 12, 2021. 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) Housing Incentive Program: BK Construction, Inc. (27-2021)
- B) Housing Incentive Program: David Thompson (28-2021)

6) OLD BUSINESS

- A) City Manager Compensation
- B) Bid Award for Wayfinding System
- C) New Contract for Safe Routes To School (SRTS) Design
- D) Sewer Line Replacement Project - Services During Construction Task Order

7) NEW BUSINESS

- A) Resolution #2021-108: Tapadera Lift Station Improvements - Design Task Order
- B) Liquor License Application – KS Food and Spirits LLC (Elemental)

8) PUBLIC HEARING

- A) Ordinance #2788-2021: Acceptance of Private Properties as Public Right of Ways for Public Streets - First/Second Reading by Title Only and Declaring an Emergency

9) DISCUSSION ITEMS

- A) SE 2nd Street Grant Funding
- B) Potential Ordinance: Buying Local
- C) Next Meeting Date
- D) House Bill 3115
- E) Response to Citizen Concerns Voiced at Previous Meeting
- F) Homeless Shelter Issues; Neighborhood Concerns

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.

10) HAND-OUTS

- A) Checks by Date: Feb 1-Mar 12, 2021
- B) Minutes: County Court 02-24-2021

11) CORRESPONDENCE, COMMENTS AND EX-OFFICIO REPORTS

12) EXECUTIVE SESSION

- A) ORS 192.660(2)(h) - Current or Pending Litigation
- B) ORS 192.660(2)(e) - Real Property

13) ADJOURN



**AGENDA REPORT
CONSENT AGENDA
March 16, 2021**

To: Mayor and City Council

FROM: Kari Ott, Finance Director

THROUGH: Adam J. Brown, City Manager

SUBJECT: HOUSING INCENTIVE PROGRAM: BK CONSTRUCTION, INC. (27-2021)

DATE: March 4, 2021

PROPOSED MOTION:

I MOVE THE CITY COUNCIL APPROVE THE APPLICATION BY BK CONSTRUCTION, INC AT 723 SW 16TH STREET FOR THE ONTARIO HOUSING INCENTIVE PROGRAM IN THE AMOUNT OF \$10,000.

SUMMARY:

BK Construction, Inc submitted an application for \$10,000 from the housing incentive program.

The property is located at 746 SW 16th Street.

The Business Loan Committee is the reviewing and recommending authority for the City of Ontario Business Loan Fund and as such the Committee is tasked with reviewing and providing a recommendation to the City Council on all applications submitted for loan requests and Housing Incentive payments. The City Council is the final authority for approval of the applications. The City Manager, Finance Director and Community Development Director are responsible for insuring all requirements are met prior to payment of the approved application.

BACKGROUND:

The City Council, under Resolution #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.

CURRENT SITUATION:

BK CONSTRUCTION INC. is requesting approval of their application for the \$10,000.00 Incentive on a new home to be located at 723 SW 16th Street being Tax Lot 8 BROCKSIDE SUBDIVISION. The proposed Dwelling will be 1697 Square feet with two (2) bathrooms and two (2) 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 and was approved by the Business Loan Fund Committee on March 3, 2021.

ANALYSIS:

- A. **STRATEGIC PLAN** The Housing Incentive Program promotes growth and desirability goals of the Ontario Strategic Plan. It specifically addresses the activities to build a variety of housing options and add fill-in housing.
- B. **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.
- C. **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.
- D. **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 BK Construction, Inc in the amount of \$10,000.00.

ATTACHMENTS:

1. BK CONSTRUCTION INC APPLICATION 27-2021



City of Ontario, Oregon
Housing Incentive Program Checklist

Applicant: BK Construction Inc. Date: 03/02/21

Site Address or Tax Lot: 723 SW 110th Street

Application Number: 27-2021 (City Use Only)

Application Information: (Applicant or Staff)

- ☒ Completed Application Signed & Dated: 03/02/21
- ☒ Documentation showing funding: Self
- ☒ Within City Limits
- ☐ In Urban Growth Boundary Annexation Application filed: _____
- ☒ Floor Plan or description describing minimum square footage:
1. House Square footage: 11097
 2. Number of Baths: 2
 3. Size of Garage: 803 sq ft.
- ☒ Description of Property of Home:
1. Tax Lot map & Number: 723 SW 110th - TL 1510
 2. Copy of Deed: 185470801
 3. Or written description: _____
- ☒ Completed W-9 Taxpayer Form.

Process Completed: (Staff Use Only below)

- ☒ PDAC (if Required) date Completed: 3/1/21
- ☒ Community Development Director approval date: 3/1/2021
- ☐ 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

SINGLE FAMILY GENERAL NOTES:

1. All work shall be in accordance with the latest editions of the Uniform Building Code, International Building Code, and all applicable local codes and ordinances.

2. The owner shall be responsible for obtaining all necessary permits and for the payment of all fees.

3. The contractor shall be responsible for the proper installation and maintenance of all equipment and materials.

4. The contractor shall be responsible for the safety of all workers and the public.

5. The contractor shall be responsible for the cleanup of all construction debris.

6. The contractor shall be responsible for the protection of all existing structures and utilities.

7. The contractor shall be responsible for the completion of all work within the specified time frame.

8. The contractor shall be responsible for the payment of all subcontractors and suppliers.

9. The contractor shall be responsible for the maintenance of all records and documents.

10. The contractor shall be responsible for the coordination of all construction activities.

11. The contractor shall be responsible for the procurement of all materials and equipment.

12. The contractor shall be responsible for the installation of all equipment and materials.

13. The contractor shall be responsible for the testing and inspection of all work.

14. The contractor shall be responsible for the correction of all deficiencies.

15. The contractor shall be responsible for the final inspection and acceptance of the work.

16. The contractor shall be responsible for the delivery of all materials and equipment to the job site.

17. The contractor shall be responsible for the storage of all materials and equipment.

18. The contractor shall be responsible for the disposal of all waste materials.

19. The contractor shall be responsible for the maintenance of all construction equipment.

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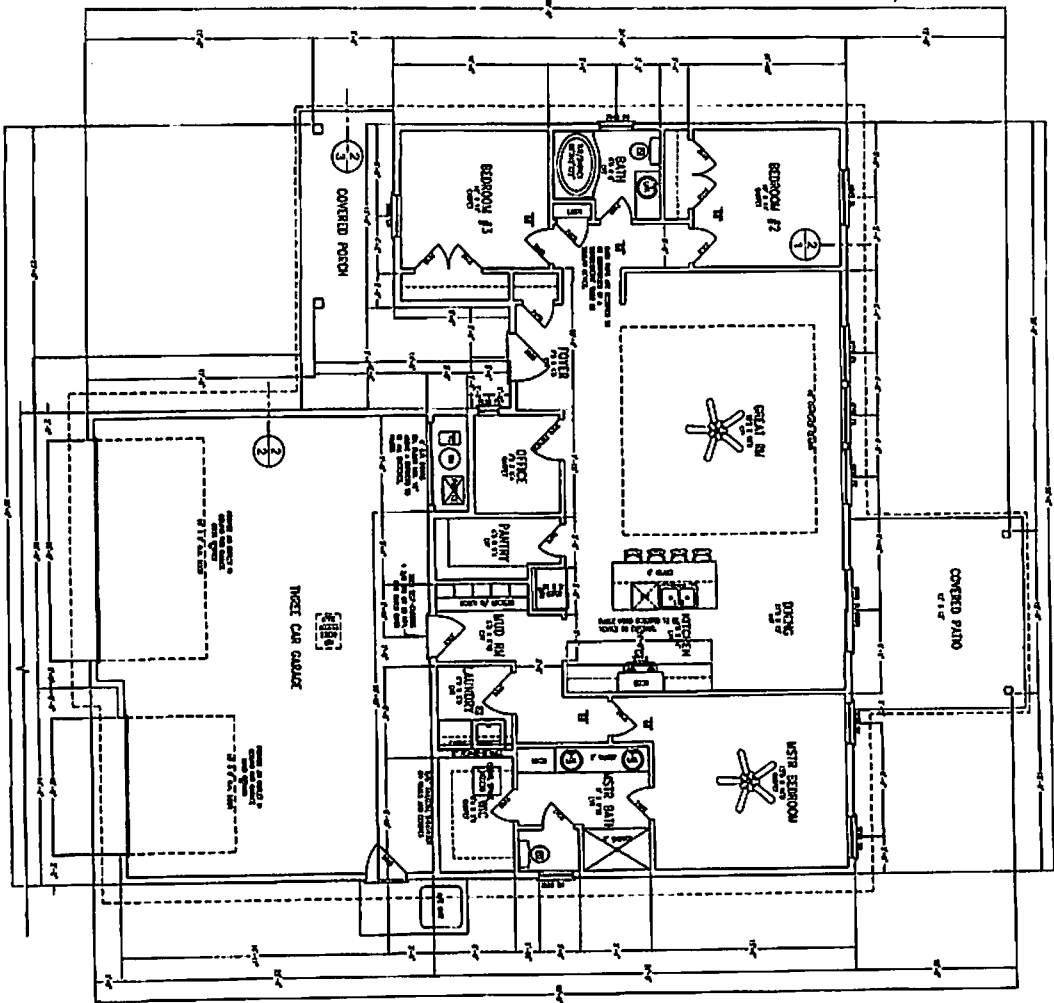
76. The contractor shall be responsible for the storage of all materials and equipment.

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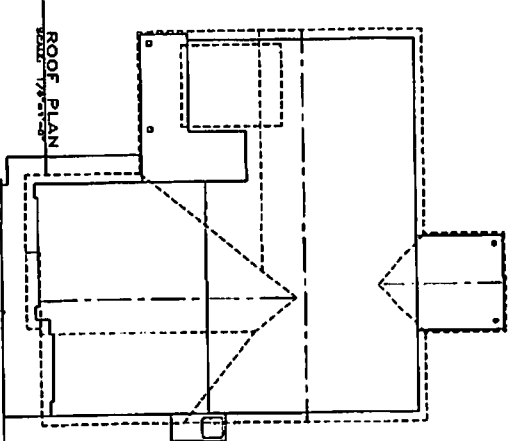
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80. The contractor shall be responsible for the cleanup of all construction debris.



FLOOR PLAN
1687 SQ. FT. LIVING
863 SQ. FT. GARAGE



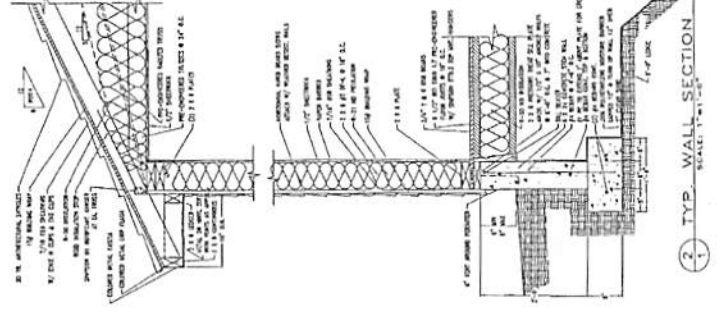
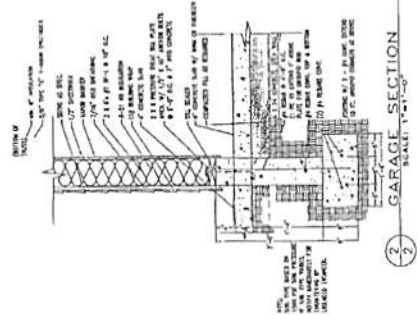
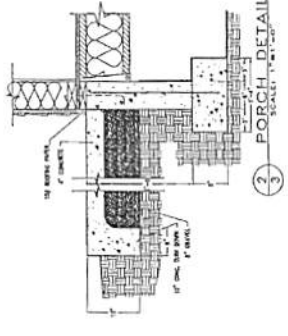
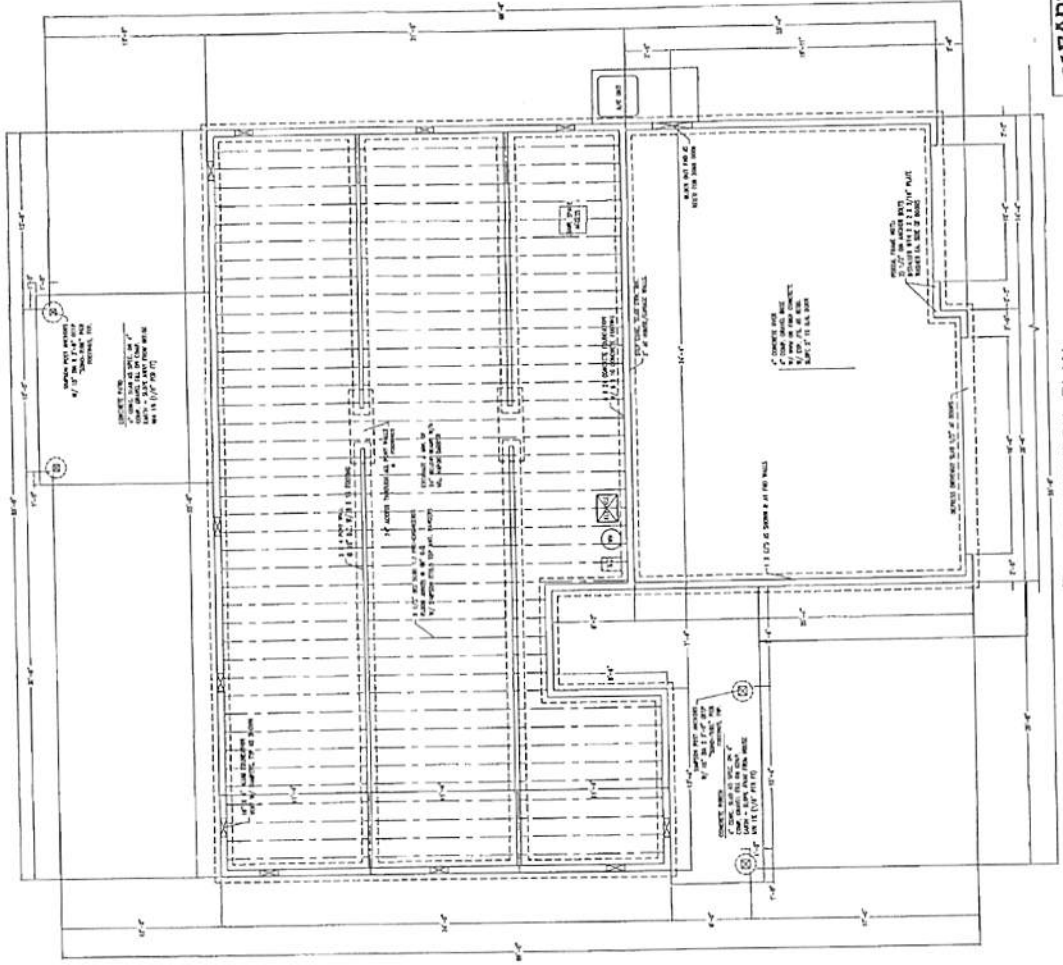
ROOF PLAN

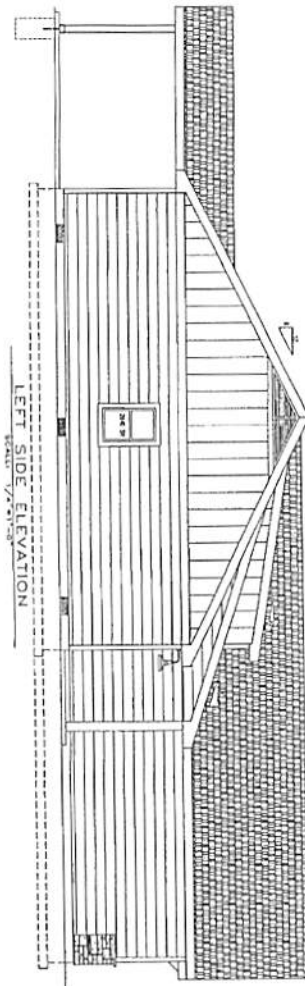
NOTES:
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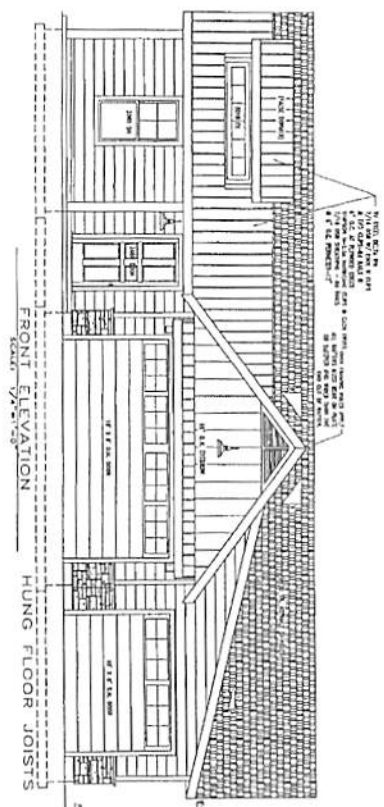
GEN. BUSSER-PARADISE BUILDERS COMPANY
1000 W. 10th St., Suite 100, Anchorage, Alaska 99501
Tel: (907) 562-1234

WARRANTY DISCLAIMER
The contractor warrants that the work shall be in accordance with the plans and specifications and shall be free from defects in materials and workmanship for a period of one year from the date of completion of the work. The contractor shall be responsible for the repair or replacement of any defective work or materials within the warranty period. This warranty does not cover damage caused by fire, flood, or other acts of God. The contractor shall be responsible for the maintenance of all construction equipment and materials.

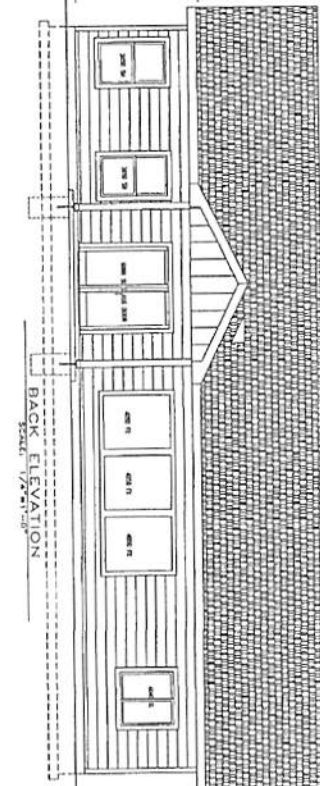




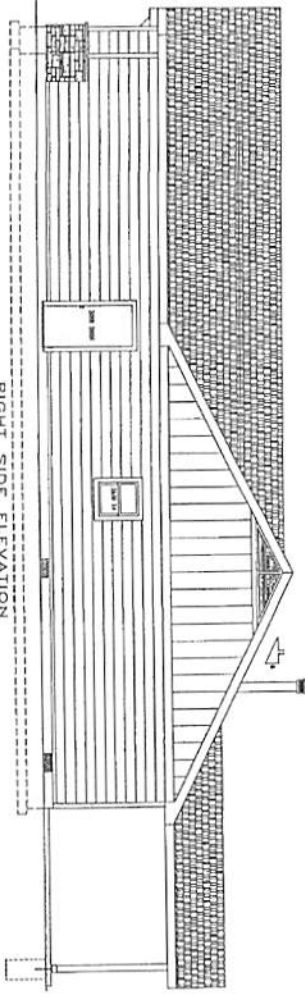
LEFT SIDE ELEVATION
SCALE 1/4" = 1'-0"



FRONT ELEVATION
SCALE 1/4" = 1'-0"

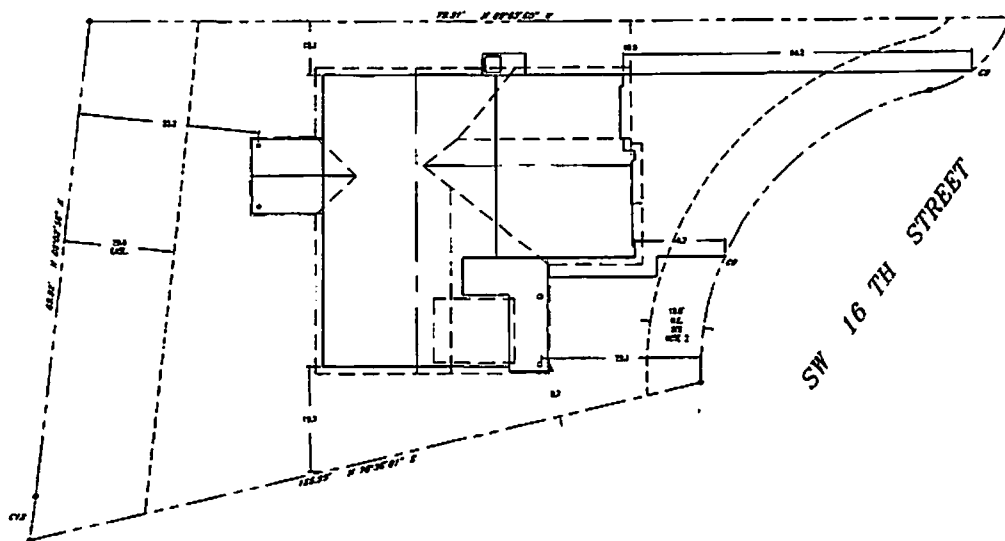


BACK ELEVATION
SCALE 1/4" = 1'-0"



RIGHT SIDE ELEVATION
SCALE 1/4" = 1'-0"





BROOKSIDE SUBDIVISION
BEING A REPLAT OF PARCEL #3 OF PARTITION PLAT #19-12
WITHIN THE SW1/4NE1/4NE1/4 OF SECTION 8,
TOWNSHIP 18 SOUTH, RANGE 47 EAST, W.M.,
CITY OF OREGON, MALHEUR COUNTY, OREGON

NOTES:

- 1) ALL LOTS IN THIS SUBDIVISION ARE SINGLE-FAMILY RESIDENTIAL LOTS.
- 2) ALL LOT LINES COMMON TO THE PUBLIC RIGHT-OF-WAY HAVE A PUBLIC UTILITY EASEMENT AS SHOWN.
- 3) SEE PARTITION PLAT #19-12 (M.C. SURVEY #18-47-0969 FOR ADDITIONAL BOUNDARY INFORMATION.

CURVE TABLE					
C#	LENGTH	RADIUS	DELTA	CH. BEARING	L.C.
C1	100.85'	165.00'	35°01'12"	N23°33'32"E	99.29'
C2	52.25'	200.00'	16°58'34"	N14°32'12"E	59.04'
C3	31.42'	20.00'	90°00'49"	N44°33'26"W	28.29'
C4	31.41'	20.00'	89°59'11"	S45°06'34"W	28.28'
C5	55.06'	54.00'	59°22'32"	S29°48'15"W	53.49'
C6	59.59'	54.00'	63°13'36"	N68°53'41"W	56.81'
C7	52.03'	54.00'	35°12'27"	N29°40'39"W	50.04'
C8	75.12'	54.00'	79°42'11"	N37°46'40"E	69.21'
C9	20.88'	20.00'	59°46'08"	N47°44'43"E	19.93'
C10	8.19'	20.00'	17°44'41"	S08°59'19"W	8.17'
C11	31.42'	20.00'	90°00'49"	S44°33'26"E	28.29'
C12	8.25'	165.00'	2°51'54"	S07°28'52"W	8.25'
C13	92.60'	165.00'	32°09'19"	S24°39'29"W	91.39'
C14	75.40'	200.00'	7°16'31"	S26°39'44"W	25.38'

LOT 8
SW 16TH STREET
ONTARIO, OR 97914



Tab A Slide 46

BROCKSIDE SUBDIVISION BEING A REPLAT OF PARCEL #3 OF PARTITION PLAT #19-12 WITHIN THE SW 1/4 NE 1/4 OF SECTION 8, TOWNSHIP 18 SOUTH, RANGE 47 EAST, W.M. CITY OF OREGON, MALHEUR COUNTY, OREGON

NOTES

- 1) ALL LOTS IN THIS SUBDIVISION ARE SINGLE-FAMILY RESIDENTIAL LOTS.
- 2) ALL LOT LINES COMMON TO THE PUBLIC RIGHT-OF-WAY HAVE A TEN FOOT (10') PERMANENT PUBLIC UTILITY EASEMENT AS SHOWN.
- 3) SEE PARTITION PLAT #19-12 (M.C. SURVEY #18-47-0969) FOR ADDITIONAL BOUNDARY INFORMATION.

REFERENCES

- (SUPERSCRIPTED DATA)
1. W.D. INST. #2019-1381
 2. DEED INST. #25-347
 3. INST. #7020, #7029, #7030
 4. W.D. INST. #1075342
 5. MAP OF STEWART-CARTER LATERAL: OUPHEE R.R. DISTRICT
 6. M.C. R.O.S. #18-47-0357
 7. M.C. R.O.S. #18-47-0401
 8. M.C. R.O.S. #18-47-0483
 9. M.C. R.O.S. #18-47-0495
 10. M.C. R.O.S. #18-47-0739
 11. M.C. R.O.S. #18-47-0748
 12. M.C. R.O.S. #18-47-0857
 13. M.C. R.O.S. #18-47-0959 (P.P. #19-12)

CH	LENGTH	RADIUS	DELTA	CH BEARING	L.C.
C1	100.85'	165.00'	35.01°12'	N23°33'32"E	99.29'
C2	59.29'	203.00'	16°58'34"	N14°32'12"E	59.04'
C3	31.42'	20.00'	90°00'49"	N44°53'26"W	28.29'
C4	31.41'	20.00'	89°59'11"	S45°05'34"W	28.28'
C5	55.58'	54.00'	59°22'32"	S29°48'15"W	53.49'
C6	59.59'	54.00'	63°13'26"	N39°53'41"W	56.51'
C7	52.03'	54.00'	55°12'27"	N29°40'39"W	50.04'
C8	75.12'	54.00'	79°42'11"	N27°46'40"E	69.21'
C9	20.86'	20.00'	59°46'06"	N47°44'43"E	19.93'
C10	6.19'	20.00'	17°44'41"	S08°59'19"W	6.17'
C11	34.48'	20.00'	90°00'49"	S44°53'26"W	28.29'
C12	185.00'	185.00'	180°00'00"	S07°28'53"W	8.25'
C13	92.60'	165.00'	52°09'19"	S24°59'29"W	91.39'
C14	25.49'	200.00'	7°16'31"	S26°19'44"W	25.38'

MONUMENT NOTES

- 1) FOUND W.C. S89°53'50"E 25.00' FROM AN CORNER OF LOT 19 (IN CENTER OF CANAL); STAMPED "25' WC"
- 2) FOUND W.C. S83°57'04"E 25.00' FROM CENTER LINE CANAL; PO; STAMPED "25' WC"
- 3) FOUND W.C. S89°56'25"E 25.00' FROM SW CORNER OF LOT 1 (IN CENTER OF CANAL); STAMPED "25' WC"

I CERTIFY THAT THIS COPY WAS MADE IN COMPLIANCE WITH ORS 92.130 AND IS A TRUE AND EXACT COPY OF THE ORIGINAL RECORD.

REGISTERED PROFESSIONAL LAND SURVEYOR

DEAN J. COON
 65687LS

RENEW: 12/31/21

BASIS OF BEARINGS
 OREGON COORDINATE REFERENCE SYSTEM
 ONTARIO ZONE (SEE NARRATIVE)

LEGEND, ABBREVIATIONS

SUBDIVISION LINE	---
LOT LINE	---
SECTION LINE	---
1/4, 1/2, 3/4 SECTIONAL LINE	---
EXISTING PROP. LINE	---
STREET R/W LINE	---
EASEMENT	---
CENTER LINE	---
CALCULATED/DE LINE	---
FIXED	---
RECORD MEASUREMENT	{ }
CALCULATED VALUE	{ }
FD. BRASS CAP	○
FD. #5 REBAR/PLASTIC CAP	○
FD. RAIL ROAD SPIKE	○
FD. AL. CAP	○
FD. PIPE/CAP	○
FD. #5 REBAR	○
FD. #4 REBAR/NO CAP	○
FD. MAG NAIL/WASHER	○
SET #5 REBAR/AL. CAP (SEE DETAIL)	○
SET #5 REBAR/RED PLASTIC CAP (SEE DETAIL)	○
CALCULATED POINT	△
AL. CAP	△
D.A.S.D.	△
C.R.	△
C.O.D.	△
COR.	△
DESC.	△
EX.	△
FD.	△
G.L.O.	△
LAT.	△
M.C.	△
MON.	△
P.P.	△
PROP.	△
R.O.S.	△
R/W	△
SEC.	△
U.E.	△
W.C.	△
MONUMENT	△

TYP. DETAIL OF SET PLASTIC CAP

TYP. DETAIL OF SET 2" AL. CAP

RIGHT-OF-WAY ACCEPTANCE (ORS 92.014)

I HEREBY ACCEPT, ON BEHALF OF THE PUBLIC, THE ROADWAY DEDICATION FOR THE PUBLIC ROAD, AS SHOWN HEREON, FOR PUBLIC ROAD PURPOSES.

[Signature] 10/26/2020
 MAYOR, CITY OF OREGON

CERTIFICATE OF MALHEUR COUNTY RECORDER

MALHEUR COUNTY, OR 2020-4421
 COUNTY 11/18/2020 11:34 AM
 Doc# 1 Pg# 2 Total: \$122.00

1. Only V. Tractor County Clerk for Malheur County
 Changes verify that the submitted recorded parcel map was recorded and is a true and correct copy.

Number of affidavits of value:
 mortgage of trust deed right
 affidavit: 0
 PLAT SUB A SCD 46



PREPARED FOR:
CHELSEY & ANDREA WARRINGTON
ATLAS LAND SURVEYING
 PROFESSIONAL LAND SURVEYING SERVICES
 206 NW 9th Street • Fruitland, Idaho 83615
 208-452-4462 (phone/fax) • 208-734-1802
 atlas@atlas-survey.com

DATE: 11/18/2020
 SHEET 1 OF 2
 DRAWING: 19-033A-SU-WC
 FIELD ROUTING: 19-033A-SU-WC
 CHECKED BY: B-0261
 DATE: 11/18/2020
 DRAWN BY: DAC
 DATE: 11/18/2020



**AGENDA REPORT
CONSENT AGENDA
March 16, 2021**

To: Mayor and City Council

FROM: Kari Ott, Finance Director

THROUGH: Adam J. Brown, City Manager

SUBJECT: HOUSING INCENTIVE PROGRAM: DAVID THOMPSON (28-2021)

DATE: March 4, 2021

PROPOSED MOTION:

I MOVE THE CITY COUNCIL APPROVE THE APPLICATION BY BK CONSTRUCTION, INC AT 868 REITER DRIVE FOR THE ONTARIO HOUSING INCENTIVE PROGRAM IN THE AMOUNT OF \$10,000.

SUMMARY:

BK Construction, Inc submitted an application for \$10,000 from the housing incentive program.

The property is located at 746 SW 16th Street.

The Business Loan Committee is the reviewing and recommending authority for the City of Ontario Business Loan Fund and as such the Committee is tasked with reviewing and providing a recommendation to the City Council on all applications submitted for loan requests and Housing Incentive payments. The City Council is the final authority for approval of the applications. The City Manager, Finance Director and Community Development Director are responsible for insuring all requirements are met prior to payment of the approved application.

BACKGROUND:

The City Council, under Resolution #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.

CURRENT SITUATION:

DAVID THOMPSON is requesting approval of their application for the \$10,000.00 Incentive on anew home to be located at 868 Reiter Drive being Tax Lot 16 SAGE RIDGE PLACE. The proposed dwelling will be 2448 Square feet with two and one and half (2 1/2) bathrooms and

two (2) 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. The Business Loan Fund Committee recommended the loan for approval by the council on March 3, 2021.

ANALYSIS:

- A. **STRATEGIC PLAN** The Housing Incentive Program promotes growth and desirability goals of the Ontario Strategic Plan. It specifically addresses the activities to build a variety of housing options and add fill-in housing.
- B. **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.
- C. **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.
- D. **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 David Thompson in the amount of \$10,000.00.

ATTACHMENTS:

1. DAVID THOMPSON APPLICATION 28-2021



City of Ontario, Oregon
Housing Incentive Program Checklist

Applicant: David Thompson Date: 1-22-2021
Site Address or Tax Lot: 868 Reiter Drive Lot-16 Saga Ridge Place
Application Number: 28-2021 (City Use Only)

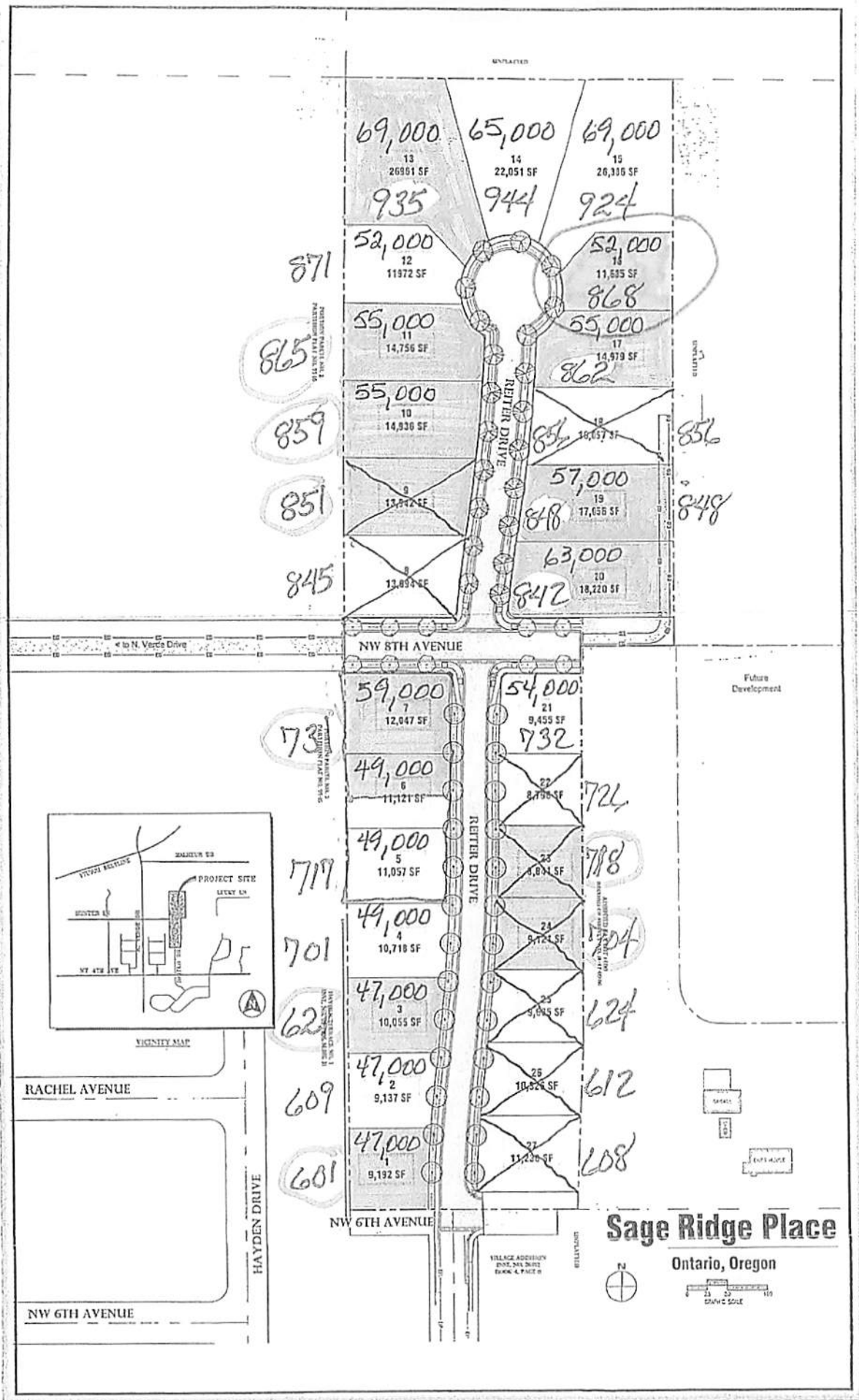
Application Information: (Applicant or Staff)

- ☒ Completed Application Signed & Dated: See
- ☒ Documentation showing funding: Self
- ☒ Within City Limits
- ☐ In Urban Growth Boundary Annexation Application filed: _____
- ☒ Floor Plan or description describing minimum square footage:
 - 1. House Square footage: 2448
 - 2. Number of Baths: 2 1/2
 - 3. Size of Garage: 585 - 2 car
- ☒ Description of Property of Home:
 - 1. Tax Lot map & Number: Tax Lot No 1611
 - 2. Copy of Deed: YES 2020-0711
 - 3. Or written description: _____
- ☒ Completed W-9 Taxpayer Form.

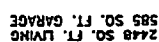
Process Completed: (Staff Use Only below)

- ☒ PDAC (if Required) date Completed: 1/17
- ☒ Community Development Director approval date: 3/1/2021
- ☐ 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



ADDRESS IN RED

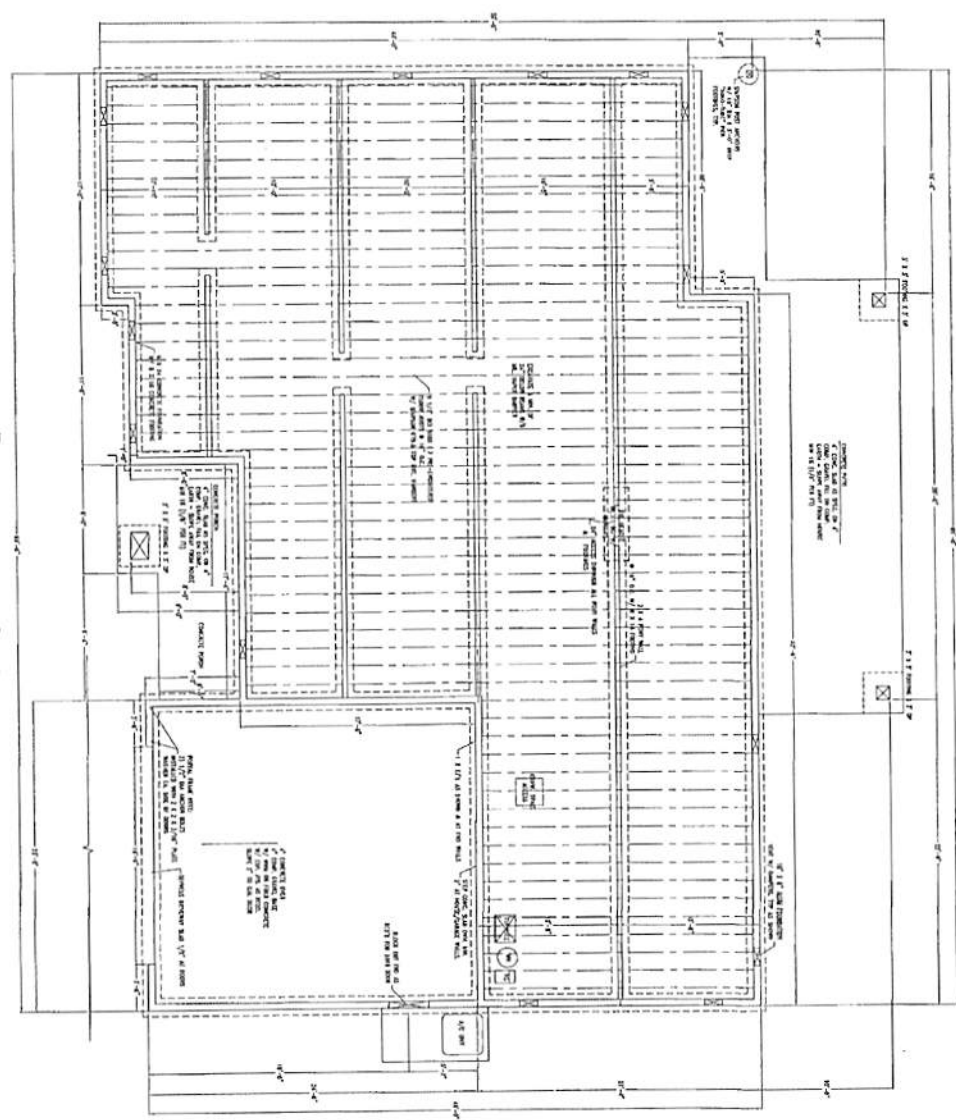
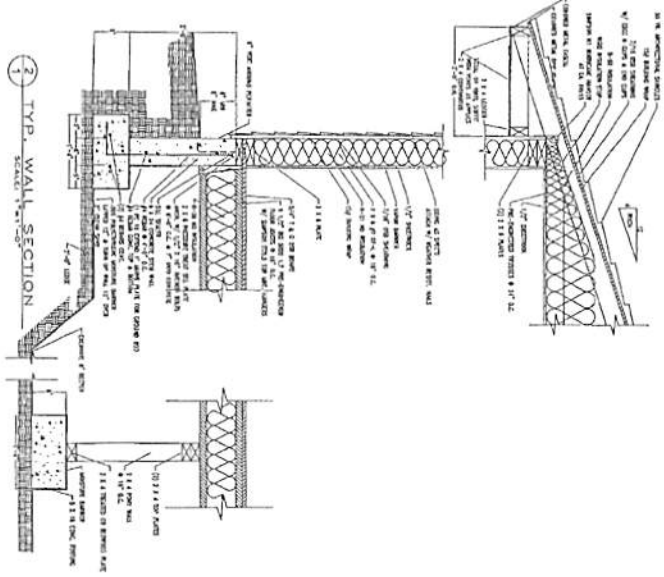
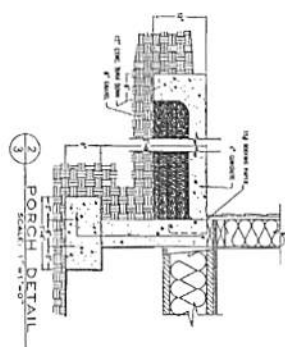
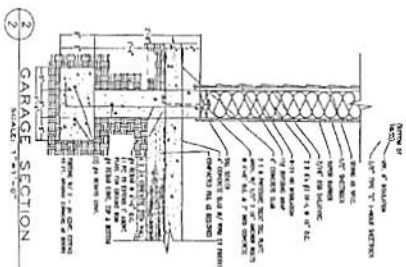
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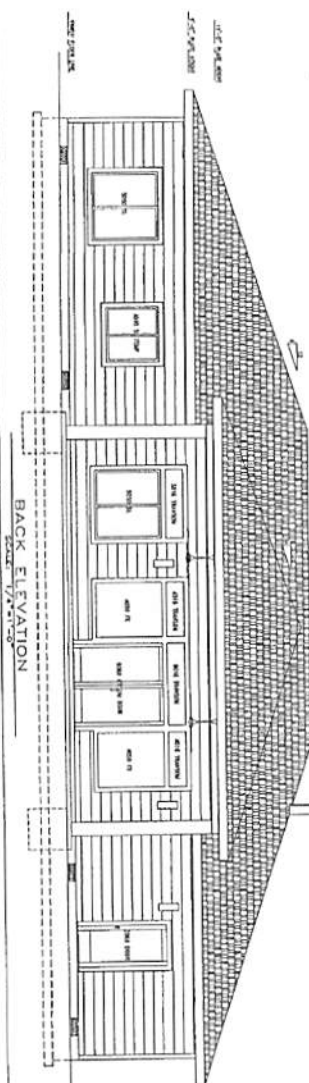
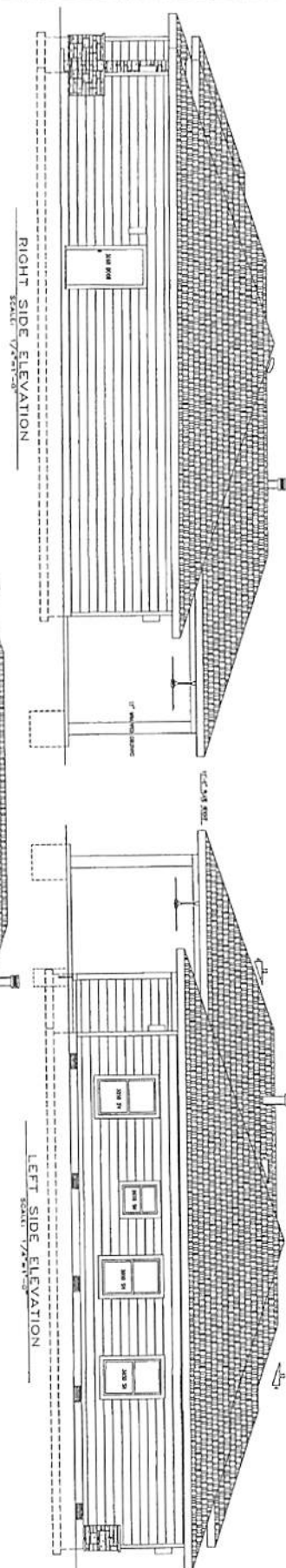
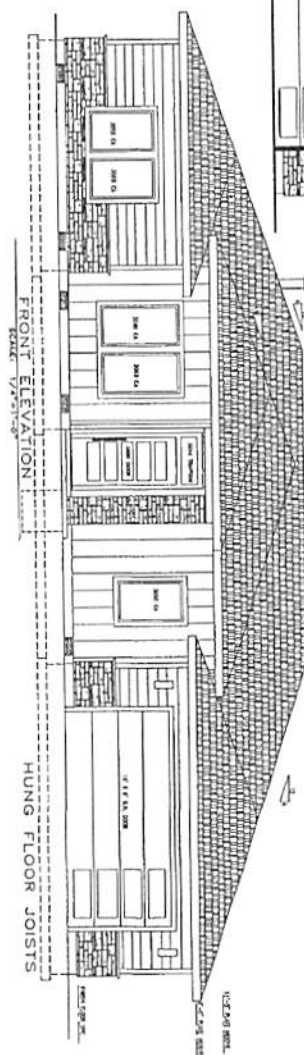
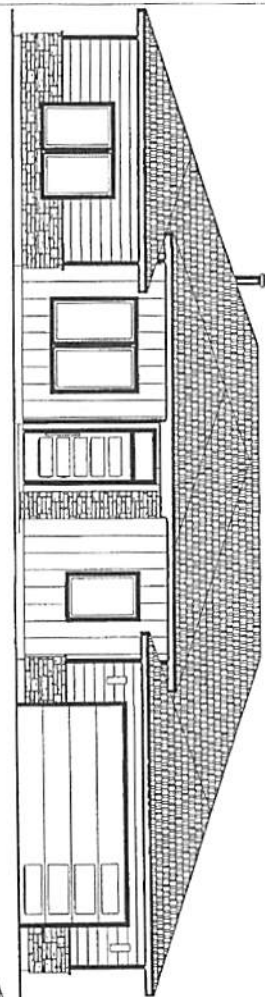
ROOF PLAN



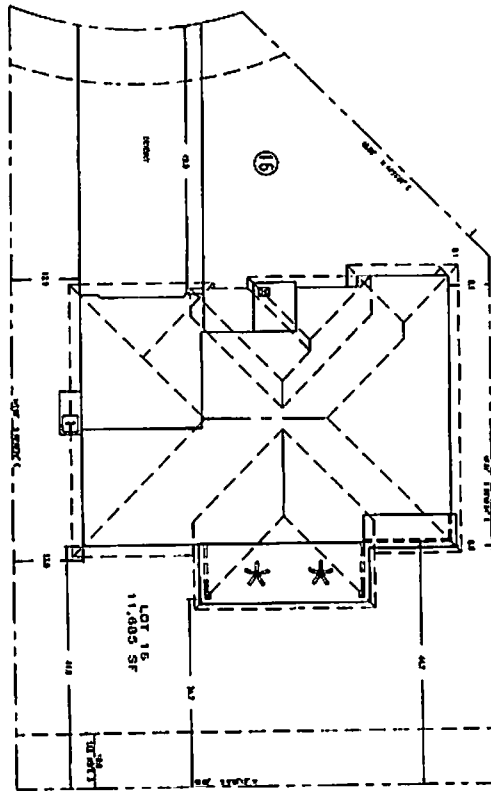
NOTES:
ENERGY PATH

[illegible]





RETTOR DRIVE



SAGE RIDGE PLACE SUBDIVISION
A PORTION OF THE NW 1/4 OF SECTION 4
TOWNSHIP 48 SOUTH, RANGE 47 EAST, WILLAMETTE
MERIDIAN
CITY OF OREGON, MALHEUR COUNTY, OREGON



- NOTES:
1. ALL LOTS IN THIS SUBDIVISION ARE SINGLE-FAMILY RESIDENTIAL LOTS.
 2. ALL LOT LINES COMMON TO THE PUBLIC RIGHT-OF-WAY HAVE A TEN FOOT (10') WIDE PERMANENT PUBLIC UTILITY EASEMENT AS SHOWN HEREON.
 3. ALL LOTS ARE SUBJECT TO AN IRRIGATION EASEMENT AS SHOWN HEREON IN FAVOR OF SAGE RIDGE PLACE SUBDIVISION AND HOMEOWNER'S ASSOCIATION FOR THE PURPOSE OF ACCESSING AND MAINTAINING THE IRRIGATION SYSTEM.
 4. SEE RECORD OF SURVEY NO. 18-47-0906 FOR ADDITION BOUNDARY INFORMATION.

PLOT PLAN

Billie Brimbleton - R-GH, Inc.
Computer Aided Drafting Services
Orem, UT 84057 - Phone (801) 223-5529





**AGENDA REPORT
OLD BUSINESS
March 16, 2021**

To: Mayor and City Council

FROM: Adam J. Brown, City Manager

THROUGH: Adam J. Brown, City Manager

SUBJECT: CITY MANAGER COMPENSATION

DATE: March 2, 2021

PROPOSED MOTION:

I MOVE THE CITY COUNCIL APPROVE A COMPENSATION INCREASE FOR THE CITY MANAGER OF 2 1/2 PERCENT.

SUMMARY:

The City Manager's annual evaluation is conducted by December 6 of each year as per the City Manager's Contract. Compensation adjustments are made after the evaluation. At the request of some Council members and my own agreement, compensation consideration was deferred to March of 2021.

BACKGROUND:

Compensation is considered following an evaluation by or on December 6th of each year. This date is intentional so that the Council directing work for the City Manager evaluates and awards compensation prior to a new Council taking office in January of every odd year.

The sitting Council at the time evaluated the City Manager in December of 2020. Consideration of compensation was tabled to the meeting on December 15, 2020. Given the pandemic and the closure of some businesses several Council members felt it was not the right time to consider compensation. Agreeing with those Councilors and in mutual trust I requested that the Council table action on compensation until March of 2021.

CURRENT SITUATION:

This consideration for compensation is not another evaluation. It should be based on the evaluation given by the Council that supervised me during the evaluation period of December 6, 2019 through December 6, 2020. The evaluation by Council members are attached. Two Council members did not submit a written evaluation, but did make public comments, which I have incorporated in the attached evaluation.

Other non-union employees were budgeted to receive 2 1/2 percent for the fiscal year 2019-2020. I'm requesting that I receive the same as other non-union employees (2 1/2%). but without retroactive pay.

Councilor Hart requested that the tabled item be reconsidered at this meeting.

ANALYSIS:

- A. **STRATEGIC PLAN** The City Manager is responsible for carrying out the City Council's Strategic Plan. We made great progress and accomplishments toward actionable steps in the City's strategic plan over the past year.
- B. **FINANCIAL** My current salary is at \$131,726. In the last study my salary was slightly lower than average with our comparison communities. I believe that is consistent with the Council's compensation philosophy (being slightly lower than the average) and I support that compensation philosophy.

The following table shows compensation increases at the following increments by change in salary and fully burdened cost.

<u>%</u>	<u>Salary Increase</u>	<u>Full Cost</u>
1.75%	\$2,305.21	\$3,040.34
2.00%	\$2,634.53	\$3,474.68
2.25%	\$2,963.84	\$3,909.01
2.50%	\$3,293.16	\$4,343.35

The largest difference between the salary increase and the full cost is PERS. The City budget included the same compensation as non-union employees at 2.5%. Since the compensation was delayed there will be an annual savings between what was budgeted for December 2020 and the time between the actual award of compensation of roughly 1/4 of the total cost or approximately \$1,085.84.

- C. **TIMING** As I said I am not requesting retroactive pay. The Council could make it effective on the day of passage on March 17, 2021 or on April 1, 2021.
- D. **POLICY/LEGAL** The Council must approve any changes to the City Manager's contract.

ALTERNATIVES:

Take No Action - No change in compensation.

RECOMMENDATION:

The City Manager requests that the Council approve a compensation change of 2 1/2 percent beginning on March 17, 2021.

ATTACHMENTS:

1. Performance Evaluation Marks and Salary scenarios_3 2021

Adam Brown Performance Evaluation 2020

Performance Category		Riley Hill	Norm Crume	Freddy Rodriguez	Ramon Palomo	Marty Justus	Dan Capron	Michael Braden	Total Average
1	Individual Characteristics		5.00		4.80	5.00	5.00	5.00	4.96
2	Professional Skills and Status		5.00		4.60	5.00	4.80	5.00	4.88
3	Relations with elected members of the governing body		5.00		4.60	5.00	5.00	5.00	4.92
4	Policy Execution		5.00		4.80	5.00	4.40	5.00	4.84
5	Reporting		5.00		4.60	5.00	4.80	5.00	4.88
6	Citizen Relations		5.00		4.80	5.00	4.80	5.00	4.92
7	Staff		5.00		5.00	5.00	5.00	5.00	5.00
8	Supervision		5.00		5.00	5.00	5.00	5.00	5.00
9	Fiscal Management		5.00		5.00	5.00	4.60	5.00	4.92
10	Community		5.00		4.80	5.00	5.00	5.00	4.96

Goals		Riley Hill	Norm Crume	Freddy Rodriguez	Ramon Palomo	Marty Justus	Dan Capron	Michael Braden	Total Average
1	Desirability		5		4	5	4	5	4.60
2	Education		5		4	5	5	5	4.80
3	Lifestyle		5		4	5	4	5	4.60
4	Beautification		5		4	5	4	5	4.60
5	Growth		5		4	5	4	5	4.60

2020 Performance Evalation of City Manager Adam Brown

	1	a	b	c	d	e	2	a	b	c	d	e	3	a	b	c	d	e	4
Riley Hill																			
Norm Crume	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5
Fredd Rodriguez																			
Ramon Palomo	4.8	4	5	5	5	5	4.6	4	4	5	5	5	4.6	5	4	4	5	5	4.8
Marty Justus	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5
Dan Capron	5	5	5	5	5	5	4.8	5	5	4	5	5	5	5	5	5	5	5	4.4
Michael Braden	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5
Total	25						24.4						24.6						24.2
Average	3.5						3.49						3.51						3.46

2020 Performance Evaluation of City Manager Adam Brown

	a	b	c	d	e	5	a	b	c	d	e	6	a	b	c	d	e	7
Riley Hill																		
Norm Crume	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5
Fredd Rodriguez																		
Ramon Palomo	5	5	5	4	5	4.6	4	5	4	5	5	4.8	4	5	5	5	5	5
Marty Justus	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5
Dan Capron	5	5	4	3	5	4.8	5	5	5	4	5	4.8	4	5	5	5	5	5
Michael Braden	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5
Total						24.4						24.6						25
Average						3.49						3.51						3.57

2020 Performance Evaluation of City Manager Adam Brown

	a	b	c	d	e	8	a	b	c	d	e	9	a	b	c	d	e	10
Riley Hill																		
Norm Crume	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5
Fredd Rodriguez																		
Ramon Palomo	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	4.8
Marty Justus	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5
Dan Capron	5	5	5	5	5	5	5	5	5	5	5	4.6	5	4	5	5	4	5
Michael Braden	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5
Total						25						24.6						24.8
Average						3.57						3.51						3.54

2020 Performance Evalation of City Manager Adam Brown

	a	b	c	d	e	Total	Average
Riley Hill						0	0
Norm Crume	5	5	5	5	5	250	5
Fredd Rodriguez						0	0
Ramon Palomo	5	5	5	4	5	240	4.8
Marty Justus	5	5	5	5	5	250	5
Dan Capron	5	5	5	5	5	242	4.84
Michael Braden	5	5	5	5	5	250	5
Total							
Average							

What would you identify as the manager's strength(s), expressed in terms of the principle results achieved during the rating period?	Riley Hill	I consider Adam to be an above average City Manager". [Comment during council review]
	Norm Crume	Professional - Steadfast
	Freddy Rodriguez	
	Ramon Palomo	
	Marty Justus	Consistent, flexible are two words I would use to describe Adam. Goals set goal attained
	Dan Capron	Code enforcement has improved this year. Adam helped make sure we got the best person to lead Jacobs. Many projects have been done this year. Adam has a talent to do many things at once.
	Michael Braden	He's a steady hand when facing an issue, minimizing conflict and steadily improving services offered by the City.
What performance area(s) would you identify as most critical for improvement?	Riley Hill	
	Norm Crume	
	Freddy Rodriguez	
	Ramon Palomo	
	Marty Justus	
	Dan Capron	City clean up. Jacobs has a contract to keep weeds down. Hope 2021 is better. Hope code enforcement keeps improving.
	Michael Braden	
What constructive suggestions or assistance can you offer the manager to enhance performance?	Riley Hill	Would like the city manager to provide more oversight with Jacobs.
	Norm Crume	
	Freddy Rodriguez	
	Ramon Palomo	
	Marty Justus	
	Dan Capron	Show costs fully burdened. We need to know the full costs. Many projects seem to come back short of funds or project gets shortened. Cost sometimes are a moving target. Need more finality in projects council votes on.
	Michael Braden	Continue to focus on communication with city council. Does great, more of a commendation.
What other comments do you have for the manager; e.g., priorities, expectations, goals or objectives for the new rating period?	Riley Hill	
	Norm Crume	
	Freddy Rodriguez	
	Ramon Palomo	
	Marty Justus	
	Dan Capron	Wastewater costs are going up. Take a look at all options. Not just Jacobs. Could save some \$. Adam is part of Ontario. I can tell he cares 100% about what happens here. He has made Ontario his home and wants what is best.
	Michael Braden	

City Manager Fully Burdened Compensation Cost

% Raise	ANNUAL HOURS	SALARY	DEFERRED COMP	SS	MEDICARE	PERS	WBF	WC	INSURANCE	TOTAL	Salary Change	Full Cost Difference
Current	2080	\$ 131,726.40	\$ 1,800.00	\$ 8,167.04	\$ 1,910.03	\$ 30,176.97	\$ 22.88	\$ 2,160.31	\$ 23,355.00	\$ 199,318.63		
1.25%	2080	\$ 133,372.98	\$ 1,800.00	\$ 8,269.12	\$ 1,933.91	\$ 30,549.09	\$ 22.88	\$ 2,187.32	\$ 23,355.00	\$ 201,490.30	\$ 1,646.58	\$ 2,171.67
1.50%	2080	\$ 133,702.30	\$ 1,800.00	\$ 8,289.54	\$ 1,938.68	\$ 30,623.52	\$ 22.88	\$ 2,192.72	\$ 23,355.00	\$ 201,924.64	\$ 1,975.90	\$ 2,606.01
1.75%	2080	\$ 134,031.61	\$ 1,800.00	\$ 8,309.96	\$ 1,943.46	\$ 30,697.94	\$ 22.88	\$ 2,198.12	\$ 23,355.00	\$ 202,358.97	\$ 2,305.21	\$ 3,040.34
2.00%	2080	\$ 134,360.93	\$ 1,800.00	\$ 8,330.38	\$ 1,948.23	\$ 30,772.37	\$ 22.88	\$ 2,203.52	\$ 23,355.00	\$ 202,793.31	\$ 2,634.53	\$ 3,474.68
2.25%	2080	\$ 134,690.24	\$ 1,800.00	\$ 8,350.80	\$ 1,953.01	\$ 30,846.80	\$ 22.88	\$ 2,208.92	\$ 23,355.00	\$ 203,227.64	\$ 2,963.84	\$ 3,909.01
2.50%	2080	\$ 135,019.56	\$ 1,800.00	\$ 8,371.21	\$ 1,957.78	\$ 30,921.22	\$ 22.88	\$ 2,214.32	\$ 23,355.00	\$ 203,661.98	\$ 3,293.16	\$ 4,343.35



**AGENDA REPORT
OLD BUSINESS
March 16, 2021**

To: Mayor and City Council

FROM: Adam J. Brown, City Manager

THROUGH: Adam J. Brown, City Manager

SUBJECT: BID AWARD FOR WAYFINDING SYSTEM

DATE: March 11, 2021

PROPOSED MOTION:

I MOVE THAT THE CITY COUNCIL AWARD THE WAYFINDING BID TO ACSM IN THE AMOUNT OF \$220,301.

SUMMARY:

The city concluded its wayfinding study in the summer of 2020. City staff wrote a procurement request for fabrication and installation of signage. The bids were received and are ready for award.

BACKGROUND:

The city wrapped up its wayfinding design in the summer of 2020 by Trademark, Design | Fabrication of Boise, Idaho. Funds were budgeted in the current fiscal year to begin implementation of the wayfinding system. Additionally the city's grant writers, Merchant McIntyre, completed an application for grant funds to leverage the city's budgeted amount.

Staff prepared an invitation to bid, using the specifications produced by Trademark, Design | Fabrication. The solicitation for bidders went out on January 22, 2021. Bids were received by 2 pm MST at City Hall and were opened over video conference.

CURRENT SITUATION:

Build-out of the wayfinding system will be done over multiple years. The bid documents phased the build out of the system over three years as budget dictates.

The city received five bids. Total bid price is based on nine different sign types multiplied times the number of signs in the bid table. The following total bids were received:

Trademark: \$292,060.47

Sea Reach \$332,660.00
ACSM \$220,301.00
Graphic House: \$254,139.00
Knight Signs: \$364,390.84

The low bid was from ACSM, out of Charlotte, North Carolina. As due diligence, I made a follow-up call to ACSM, to ensure that their mobilization costs were included, that it was a phased production, and that all costs in the bid were included in their price. They confirmed that they were included in the cost. The bid tabulation is attached as well as the bid from ACSM.

Several bidders did not follow bid instructions. One said that final cost was subject to an additional design and review. Another said they did not include mobilization and breakaway bolts, and another based their costs on a single build-out which was clearly not what was requested.

Staff recommends working with ACSM over three years to build out the City Wayfinding system as budget dictates.

The City Council inquired about whether ACSM needs to be licensed by the Oregon Contractors Board. In a follow up call to ACSM they said that typically the work they do, installing signs, does not require that, even in their own state. If they are, he said, they will do what is needed to make sure they are operating within the requirements of the state.

ANALYSIS:

- A. **STRATEGIC PLAN** This project supports the Beautification goal of the Ontario Strategic Plan under the "Bring more art and culture to Ontario" strategy, and under the activities of "Enhance our Gateway" and "Create Matching Entrances."
- B. **FINANCIAL** This year's budget includes \$60,000 for the wayfinding sign production and installation. If the city is successful with the Our Town grant we would have \$120,000 for this fiscal year. Staff has recommended \$57,650 for the Fiscal Year 2021-2022 buildout, giving us a total amount to be worked on this summer of \$177,650. Without the grant award, we would only build \$117,650 in signage.
- C. **TIMING** Staff is hoping to receive notification of the National Endowment for the Arts, Our Town, grant in April, which will leverage the current years budget into a total of \$120,000 for wayfinding signs. Given it's the end of the year, the hope is that they could use the budget from the current fiscal year and whatever budget is approved for Fiscal 2021-2022 to combine the production of both fiscal years and then to have additional funding in 2022-2023.
- D. **POLICY/LEGAL** Only the City Council has the authority to award the bid.

ALTERNATIVES:

Take No Action: The city will not be able to move forward with fabrication and installation.

Choose Another Bid: The Council can choose another bid, but they must state the reason for choosing the other bid.

RECOMMENDATION:

City staff recommends awarding the contract to ACSM in the amount of \$220,301.

ATTACHMENTS:

1. Bid Tabulation_Wayfinding_2 19 2021
2. Ontario-OR-RFP-Merged-02192021

City of Ontario Bid Tabulation Results for Wayfinding Signs - Under Review

Quantity		Trademark		Sea Reach		ACSM		Graphic House		Graphic House		Knight Signs	
Monument Sign	3	\$ 27,562.22	\$ 82,686.66	\$ 24,500.00	\$ 73,500.00	\$ 22,072.00	\$ 66,216.00	\$ 62,808.00	\$ 188,424.00	\$ 20,936.00	\$ 62,808.00	\$ 28,534.41	\$ 85,603.23
Vehicular Directional Downtow	2	\$ 9,423.14	\$ 18,846.28	\$ 13,210.00	\$ 26,420.00	\$ 8,420.00	\$ 16,840.00	\$ 19,262.00	\$ 38,524.00	\$ 9,631.00	\$ 19,262.00	\$ 19,053.86	\$ 38,107.72
Vehicular Directional	3	\$ 7,040.84	\$ 21,122.52	\$ 10,295.00	\$ 30,885.00	\$ 5,450.00	\$ 16,350.00	\$ 18,384.00	\$ 55,152.00	\$ 6,128.00	\$ 18,384.00	\$ 10,691.63	\$ 32,074.89
Vehicular Directional	6	\$ 7,040.84	\$ 42,245.04	\$ 10,295.00	\$ 61,770.00	\$ 5,450.00	\$ 32,700.00	\$ 36,672.00	\$ 220,032.00	\$ 6,112.00	\$ 36,672.00	\$ 10,504.51	\$ 63,027.06
Pedestrian/Bike Trail Head	3	\$ 7,691.34	\$ 23,074.02	\$ 8,620.00	\$ 25,860.00	\$ 4,200.00	\$ 12,600.00	\$ 18,225.00	\$ 54,675.00	\$ 6,075.00	\$ 18,225.00	\$ 7,833.82	\$ 23,501.46
Pedestrian Walkable Downtow	4	\$ 8,985.62	\$ 35,942.48	\$ 11,355.00	\$ 45,420.00	\$ 5,830.00	\$ 23,320.00	\$ 24,876.00	\$ 99,504.00	\$ 6,219.00	\$ 24,876.00	\$ 10,793.25	\$ 43,173.00
Pedestrian Trail Marker	3	\$ 5,354.79	\$ 16,064.37	\$ 5,750.00	\$ 17,250.00	\$ 1,725.00	\$ 5,175.00	\$ 10,965.00	\$ 32,895.00	\$ 3,655.00	\$ 10,965.00	\$ 5,236.33	\$ 15,708.99
Viewpoint Stones	15	\$ 1,000.00	\$ 15,000.00	\$ 525.00	\$ 7,875.00	\$ 1,650.00	\$ 24,750.00	\$ 27,375.00	\$ 410,625.00	\$ 1,825.00	\$ 27,375.00	\$ 1,088.55	\$ 16,328.25
Neighborhood Signage	6	\$ 6,179.85	\$ 37,079.10	\$ 7,280.00	\$ 43,680.00	\$ 3,725.00	\$ 22,350.00	\$ 35,572.00	\$ 213,432.00	\$ 5,928.67	\$ 35,572.00	\$ 7,811.04	\$ 46,866.24
		\$ 292,060.47		\$ 332,660.00		\$ 220,301.00		\$ 1,313,263.00		\$ 254,139.00		\$ 364,390.84	
Hourly Rate		\$ 100.00		\$ 65.00		\$ 125.00		\$ 145.00				\$ 195.00	
Vendor Acknowledgement Form		Yes		Yes		Yes		Yes				Yes	
		3.00%		3.00%		1.80%		2.50%				3.00%	
		3.00%		5.00%		1.80%		2.50%				3.00%	
Notes		1 year warranty, price based on doing everything at once.		State that this is not a final bid. They believe there are fabrication methods that could save money.				Breakaway bolts not included. Mobilization cost not included. Inflation adjustments subject to change. 3-year warranty				1 year warranty, Cost subject to final design and review. Bid submitted 1 hour late.	
Responsive		No		Yes		Yes		No				No	

City of Ontario, OR

Submitted February 19th, 2021



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Wayfinding Sign Production & Installation RFP Submission

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A wayfinding system not only guides visitors and residents to their final destination, it shows how proud a place is of the unique character it has to offer.

It tells a story that starts with a welcome monument and leads directly to the heart and soul of your thriving community.

Introduction

ACSM is a full service, Design+Build firm with over 50 years of combined experience in the design and sign manufacturing industry. Having reviewed the RFP, and learned about the City of Ontario’s local landscape, we feel confident in our understanding of the challenge faced. Our solution places primary focus on the following:

- Providing accurate manufacturing and installation of monument, vehicular, pedestrian, and neighborhood signage, as well as the viewpoint stones.
- Identify opportunities to reduce complexity and maintenance costs through value engineering
- Provide timely completion of the project.

In the following pages you will learn more about our firm, view previous projects of similar scope, and be shown our vision for a wayfinding system that will elevate the community’s perception of the City of Ontario as a whole.

Our experience and expertise in the industry spans government, residential, commercial, and public art installation. We approach each project as a custom design and also provide, branding, master sign planning, project management, and construction services. ACSM’s distinct **Design+Build Approach** aligns the design, fabrication and installation processes and allows for a single point of responsibility, creating peace of mind.

Located in Charlotte - North Carolina, ACSM’s 10 staff members form a tight team with extensive knowledge in the graphic and sign manufacturing industry. This ensures our quality and workmanship throughout all aspects of the project and protects your investment. A wayfinding system should be seen as a 20 year investment, which is why we design and fabricate for ease of maintenance using only the most durable materials and finishes. All plans created in the completion of this project, including shop drawings, will become the property of The City of Ontario.

We look forward to seeing your project through to successful completion and appreciate the opportunity to bid on the Wayfinding project.

Sincerely,



Glen Nocik
Principal Director



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I. Company Overview

We're proud of our traditional roots.

You can trace the history of ACSM directly to our patriarch, Roberto Nocik, who was born in 1930 in Buenos Aires, Argentina from Russian immigrant parents. From an early age, Roberto discovered his talent and love for art. Instantly deciding his artistic path in life, he attended The National School of Fine Arts Manuel Belgrano where he received his Bachelor in Fine Arts. Realizing the artistic value and the potential business possibilities, he attended The National School of Fine Arts Prilidiano Pueyrredon where he received a Master of Fine Arts with a concentration in the sign painting trade. After 3 years of painting murals and lettering mass transit vehicles for the Buenos Aires Department of Transportation, he headed to America to continue the rich, traditional trade of hand sign lettering.

In 1959 he began to work for LG Sign Company, a prominent sign business in New Jersey. In 1970, after 11 years he decided to form his own company, Roberto Signs, Inc. After 10 very successful years he sold the company and moved to Fort Lauderdale, Florida for a new challenge (and to get away from the long, cold winters).

In 1980 he reopened Roberto Signs again, but this time his two eldest sons joined him in business. In 1993, after 13 successful years he started to think about retiring so he began scaling down to make his company a simple and less stressful operation. For the next 3 years he enjoyed a much less hectic schedule and worked with just a few of his longtime clients to keep busy.

Throughout the busiest part of his sign business career, his youngest son Glen had always loved learning all the old world traditions of hand-lettering, gold leaf techniques and sign design & layout, but was still in school. In 1996, after attending college, Glen joined his father in the family business.

In 2004 Roberto was ready to fully retire and Glen was finally experienced enough to take on the challenge of continuing the family sign business in the City of Charlotte, NC. Originally, ACSM's Carolina name was American Classic Sign Manufacturing which paid homage to the country who had blessed Roberto Sr. with humble success. Today, the firm's name is now shortened to ACSM, Inc. which still proudly honors its family roots.



II. Project Team

Glen Nocik

Principal/Project Director

Glen brings over 20 years of an accomplished apprentice under the predecessor to ACSM, Roberto Signs, Inc. Learning first-hand the old world techniques of gold leaf and hand lettering, Glen brought ACSM into the future by integrating his technical computer knowledge with the basic principles of successful sign design.

His comprehensive direct experience from initial sign design to fabrication and installation provide a wealth of industry insight for every stage of project consultation to provide a successful and smooth sign project.

Glen has consulted and project managed the wayfinding signage projects in residential and commercial communities as well as NC cities and towns. He is knowledgeable with the various processes to expedite the different stages of the sign management process in a timely and budget conscious manner, all while adhering to MUTCD required standards.

Because of his broad knowledge of appropriate sign design to fabrication process, Glen consults with other local design firms with their projects.

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Mark Hagerty

Managing Director

Mark comes to ACSM with 20 years of experience in product design and development. He studied architecture, wayfinding, industrial design, and human factors at Syracuse University. Through his career he has led international creative and technical teams in a corporate setting.

At ACSM, he focuses on operations management, wayfinding system design, branding, sign design, as well as production design and process improvement. As a student of the “Design Thinking” process, he approaches creative problem solving by focusing on understanding data and its deeper context. He applies this methodology to all facets of the project.

Direct Line: 704.724.1909
mhagerty@acsminc.com

Maria Nocik

Director of Marketing & Design

Maria has over 25 years experience in the graphic design industry. From running her own successful design firm to maintaining the positions of Marketing & PR Director and Creative Director at the Levine Jewish Community Center in Charlotte, NC, Maria brings her graphic artist background to ACSM.

These diverse qualities greatly benefit the ACSM team as we work with cities and towns in developing their brands or other related graphic design needs.

Direct Line: 704.771.9505
mnocik@acsminc.com

Joe Nodzak

Lead Production Designer

Joe Nodzak studied Historic Preservation at the Savannah College of Art and Design before moving to Charlotte and joining the ACSM team in 2017. As the Lead Production Designer, Joe is responsible for guiding a project from an idea on paper, to the real world. With expertise in both 2D and 3D production design, he helps translate design intent into reality.

jnodzak@acsminc.com

Matty Cagle

Shop Manager

Matty has been working in the sign industry since 2010 and joined the ACSM team upon relocating to Charlotte from Norfolk, Virginia in 2015. As shop manager, Matty is responsible for taking raw materials and turning them into beautiful signs. His experience in both CNC and commercial paint technologies allows him to lead the ACSM shop team through all facets of production.

mcagle@acsminc.com

Armin Nocik

Projects Manager

Armin is a veteran in the sign industry, having owned and operated a sign company for 16 years in addition to having worked for Roberto Signs, Neon Images, BR Signs, and Art Sign Co. for a combined 11 years. He helps oversee the production process and handles project logistics from material sourcing, to quality control and field operations.

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III.A. City of Conyers, GA

CASE STUDY: Wayfinding Sign System

ACSM was awarded the Contract to fabricate and install a city wide sign system for the City of Conyers, GA. The provided design intent drawings juxtaposed clean lines with an industrial aesthetic linking the town to it's railroad heritage.

During the production design process, we were able to reduce complexity and material costs, while maintaining the overall integrity of the design. In additional to fabrication and installation, we worked with the Department of Public Works, helping coordinate everything from underground utility locates, to coordinating multiple electrical services powering the back-lit monument signs.

The largest hurdle faced was in dealing with the granite bedrock just under the surface of the ground. Our value engineering processes allowed us to adapt shallow footers with larger footprints, instead of deep, narrow excavations. We also partnered with a hydro trenching service familiar with the local terrain to simplify the electrical installation. This was all done while maintaining tight engineering compliance with Georgia regulations.



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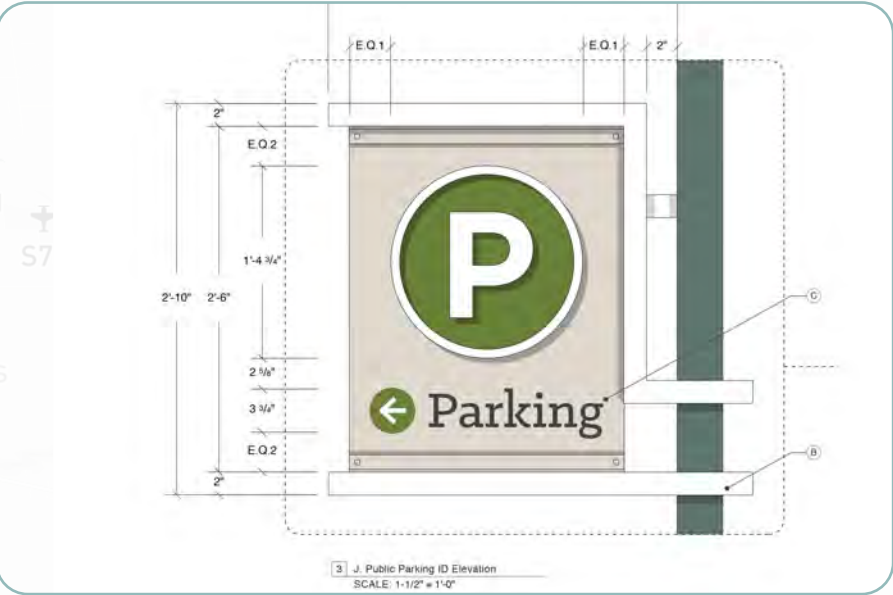
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III.A. City of Conyers, GA
CASE STUDY: Wayfinding Sign System

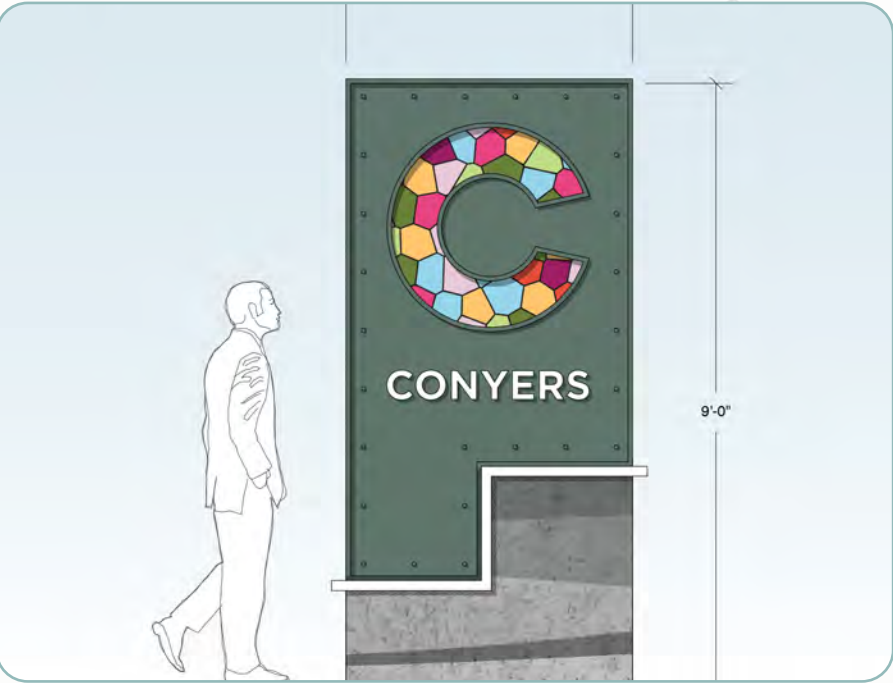
Construction Drawing & Rendering (provided by client)



Design Intent Drawing



Design Intent Drawing



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III.B. City of Wilson, NC

CASE STUDY: Wayfinding Sign System

ACSM was selected to design, fabricate and install a city wide sign system for the City of Wilson, utilizing ACSM’s full Design+Build capabilities. Through close collaboration with their multidisciplinary design approval committee, we created a unique solution that honors the city’s hallmark whirligig park by nesting a dimensional gear motif inside the unconventional I-beam posts. Special attention was given to using the wave components found in the City’s re-brand in both the wayfinding signs as well as the monuments.

With phase 1 installation underway, this project is slated for completion in Q1 of 2021.



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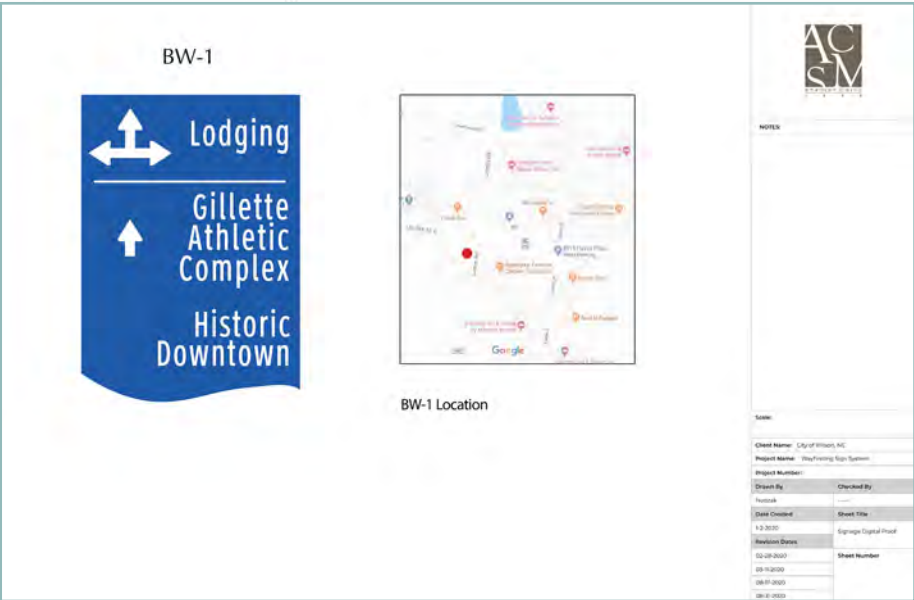
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III.B. City of Wilson, NC
CASE STUDY: Wayfinding Sign System

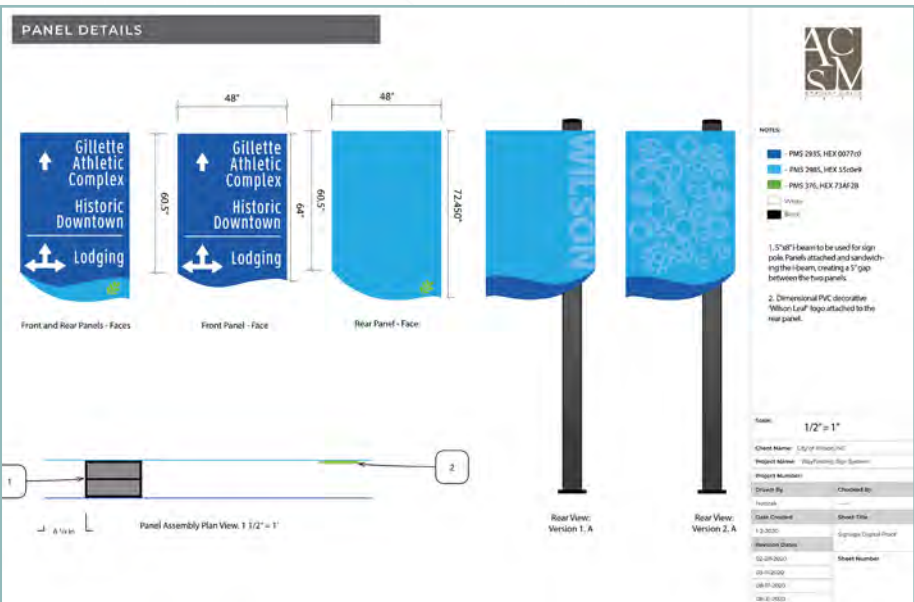
Element Detail



DOT Packet - Placement Guide (1 of 53)



DOT Packet - Sign Layout Guide



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III.C. City of Shelby, NC

CASE STUDY: Wayfinding System

Home to the Don Gibson Theatre and the world-famous Earl Scruggs Center, visitors from as far away as Japan travel to the quaint City of Shelby, North Carolina to experience the life and history of the prominent Shelby son that gave the banjo instrument an international voice.

A strong commitment from the city, citizens and business leaders prompted the desire to implement a city-wide wayfinding system to guide the influx of visitors into Shelby. Though the city did not have a “brand,” to incorporate into the sign design, the city still wished to move forward with the anticipated revitalization project.

ACSM met with the committee to design impactful signs that would still reflect the city’s past, present and future without including a specific brand image. Four unique and artistically interpretive finial designs that exemplify the best of Shelby were custom designed and fabricated along with distinctive design variations in the trailblazing and wayfinding signage.

The entire process (from design to fabrication) which began in March 2014, put the project on a fast track schedule that easily cleared NCDOT/ MUTCD compliance regulations. ACSM designed, fabricated and installed the entire Phase I that included 53 total signs completed in February 2015.



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III.C. City of Shelby, NC
CASE STUDY: Hanna Park Wayfinding

Having completed the City of Shelby’s wayfinding project with great acclaim, we were asked to lead the planning, design, and fabrication of the a wayfinding system focused on increasing the usability of Shelby’s new soccer facility known as Hanna Park.

After a multiphase design process, the ideal solution revealed itself as a system that addresses both vehicular and pedestrian traffic at a number of different scales. In keeping with the natural beauty of the park, the aesthetic chosen is decidedly rustic, but references Shelby’s existing identity in both design and construction. Rough hewn cedar posts were used along with aluminum panels for longevity and consistency with the city wayfinding system.

The sign system intuitively moves users into the park via a large highway facing monument sign, easily locates and identifies each soccer field, multiple pavilions, and provides hiking trail navigation to ensure all paths of entry and egress are intuitive for park visitors.



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III.C. City of Shelby, NC

CASE STUDY: City-Wide Park Wayfinding

Upon completion of the Hannah Park sign system, the city was extremely pleased with the final product and asked us to extend the design aesthetic to the remaining parks.

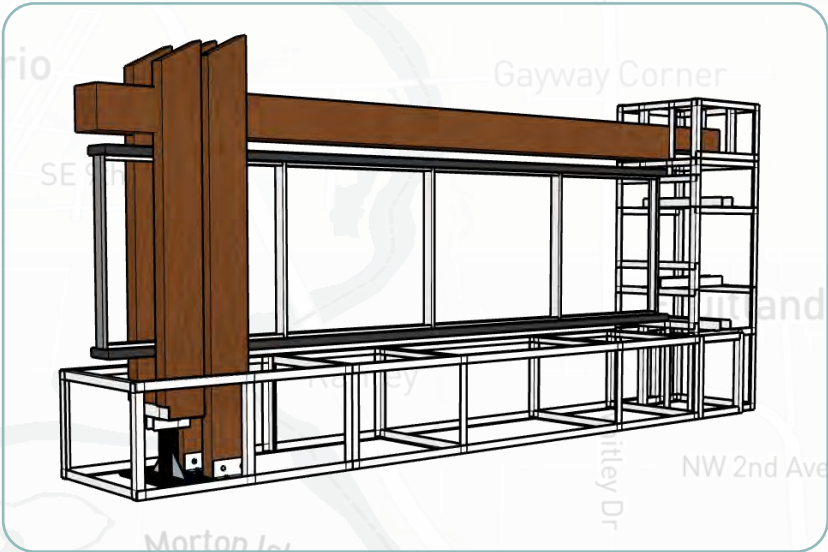
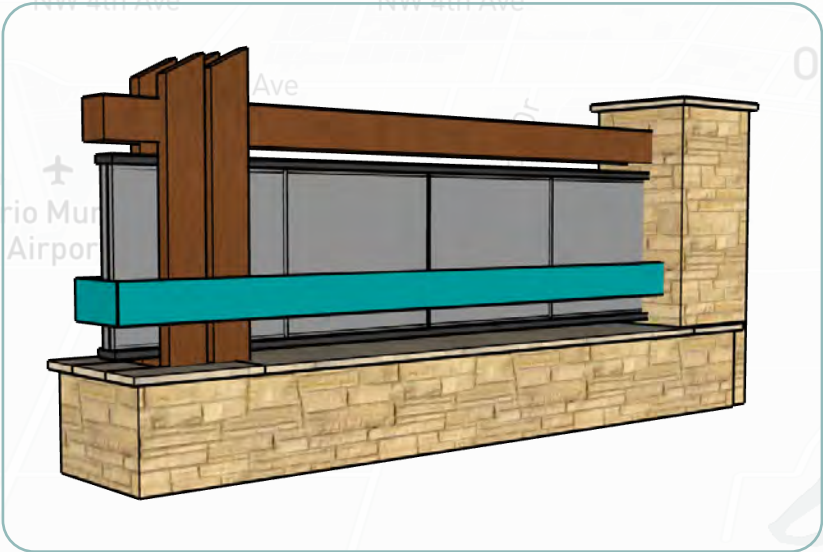
The goal was to create consistency between all of the parks, while providing special focus on their largest and most trafficked “City Park” location. To differentiate this facility from the others, a custom monument sign was created emphasizing a complimentary color palate while maintaining the use cedar posts through the entire system. The design process was representative of our approach on all projects. Starting with illustrated design concepts, then moving on to 3D modeling techniques to establish our production design approach and final dimensions. Fabrication, site prep, and installation were all handled by our in house team.



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III.C. City of Shelby, NC

CASE STUDY: City-Wide Park Wayfinding



ACSM was awarded the RFP bid for the fabrication and installation of the 140 sign project. Shortly after fabrication started, the team at ACSM raised structural concerns with the county and the engineering team who designed the project.

After further investigation, it was discovered that the engineering firm had failed to design for wind load which placed a hold on the time sensitive project. After several months of deliberation, the county consulted and contracted with ACSM to complete the project properly.

ACSM was able to redesign and engineer all of the signs properly and complete all NCDOT submissions and acquire proper encroachment agreements so the project could be nearly complete in time for the 2018 FEI World Equestrian Games hosted in Mill Springs, North Carolina.

III.D. Rutherford County, NC

CASE STUDY: County Wide Wayfinding



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Rutherford County Wayfinding	
Rutherfordton:	40
Forest City:	25
Spindale:	11
Lake Lure:	17
Chimney Rock:	3
County Wide:	44
Total Signs: 140	



III.E. City of Asheville, NC

CASE STUDY: Park Wayfinding

In late fall of 2017, ACSM was awarded the RFP for Asheville's park identification signs. The project consisted of the fabrication and installation of 22 park entrance signs located throughout the city. Each sign included masonry stone bases and were sandblasted to mimic a hand carved sign. The signs were then hand-painted to complement the existing natural surroundings and illuminated for early morning or evening readability.

Prior to completion of the sign project, the city also requested new custom park rules signs to be placed in 100 locations throughout the city. ACSM designed two different versions that integrated nature elements of the mountain city. Once a design was chosen, the park rules signs were fabricated and installed within the same time frame of the original park ID sign project.

ACSM is currently installing 14 additional signs as a part of a phase 2 installation.



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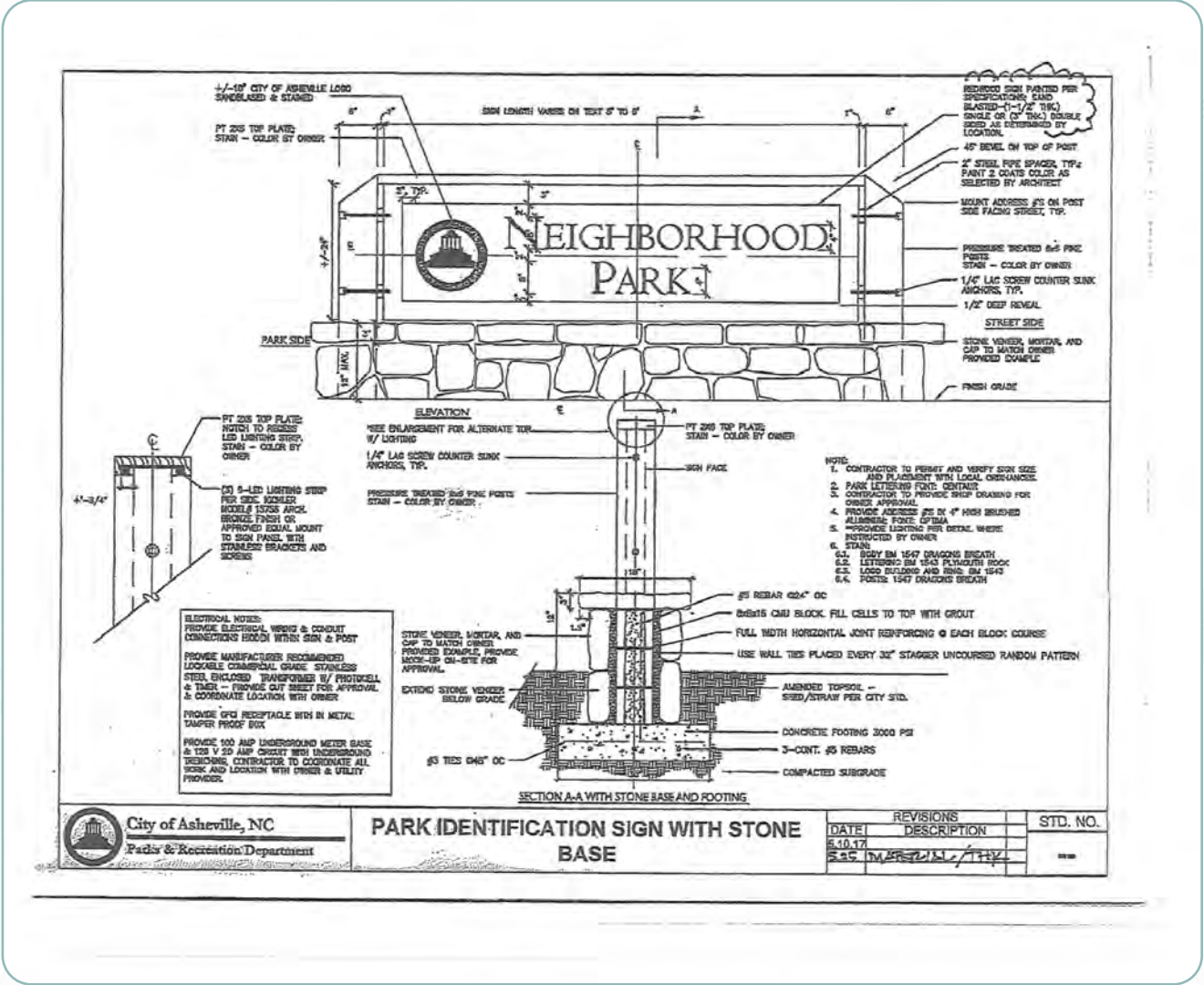


III.E. City of Asheville, NC
CASE STUDY: Park Wayfinding



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Engineering Drawing



Design Intent Drawing



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III.F. City of Lexington, NC

CASE STUDY: Gateway Banners & Signage

ACSM was commissioned to design new gateway banners for the City of Lexington, NC. The main goal of the design was to inform citizens and visitors that city-wide wifi is available throughout the “Uptown” area of the city.

The challenging aspect in this design was to incorporate Lexington’s new city brand, the Uptown Lexington logo, and recognizable “wifi” iconography, all while adhering to specific brand colors.

Knowing that the city views itself as a historic, progressive and innovative city, the concept of integrating the subtle shape of a pig’s head and snout was well received since the decision-makers have had their share of pig paraphernalia that has always been used to represent the City of Lexington.

ACSM suggested an idea of visually showing the perimeter of the wifi area on specific poles throughout the area for a more permanent solution.

Because of the success and satisfaction with our service, ACSM was chosen to design, fabricate and install the City’s Master Sign Plan. In the fall of 2015 a total of 37 wayfinding signs were installed, while 7 gateways and 22 pedestrian signs following that in 2017.



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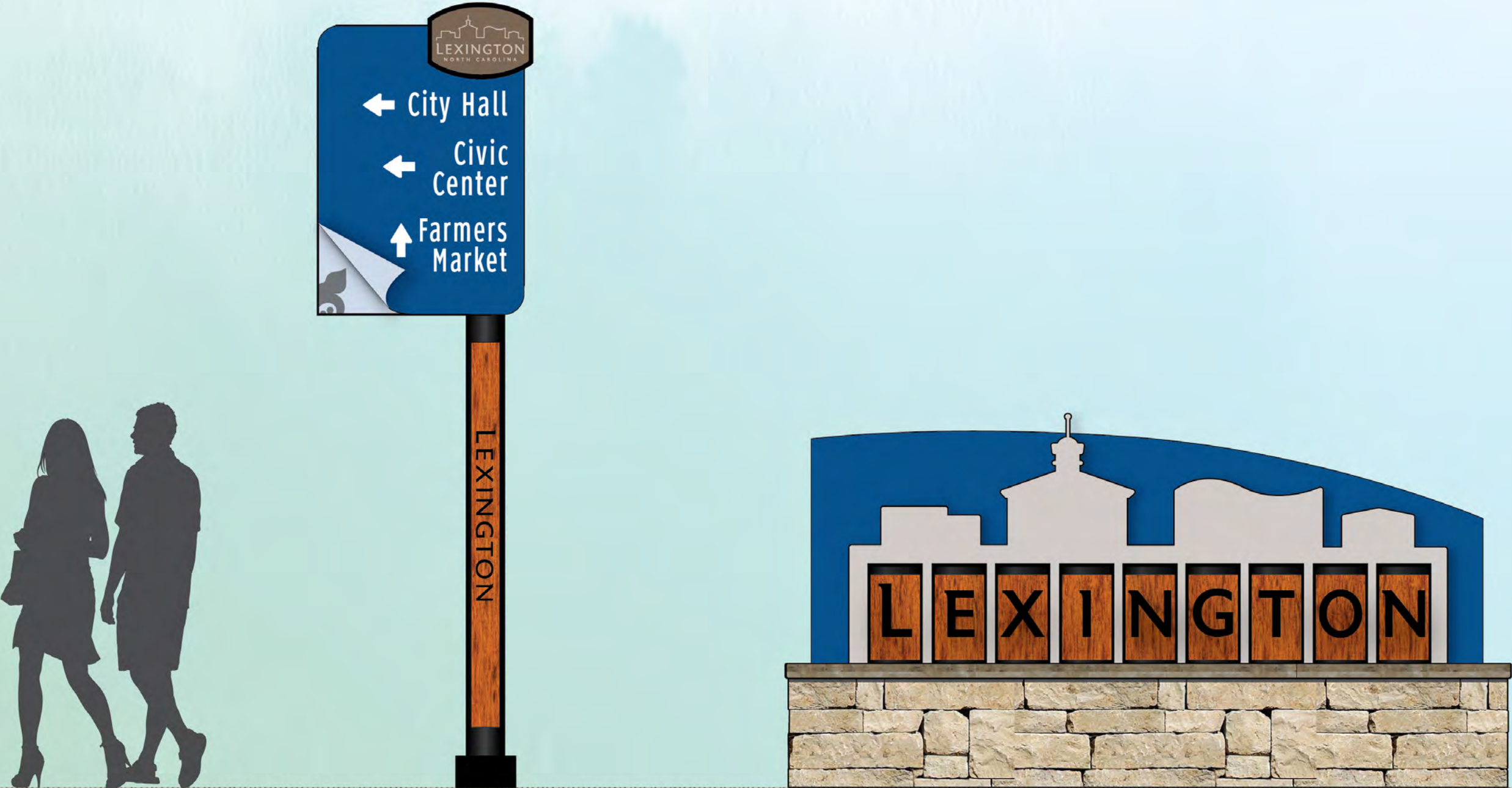
III.F. City of Lexington, NC
CASE STUDY: Gateway Banners & Signage



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III.G. Town of Smithfield, NC
CASE STUDY: Wayfinding Sign System

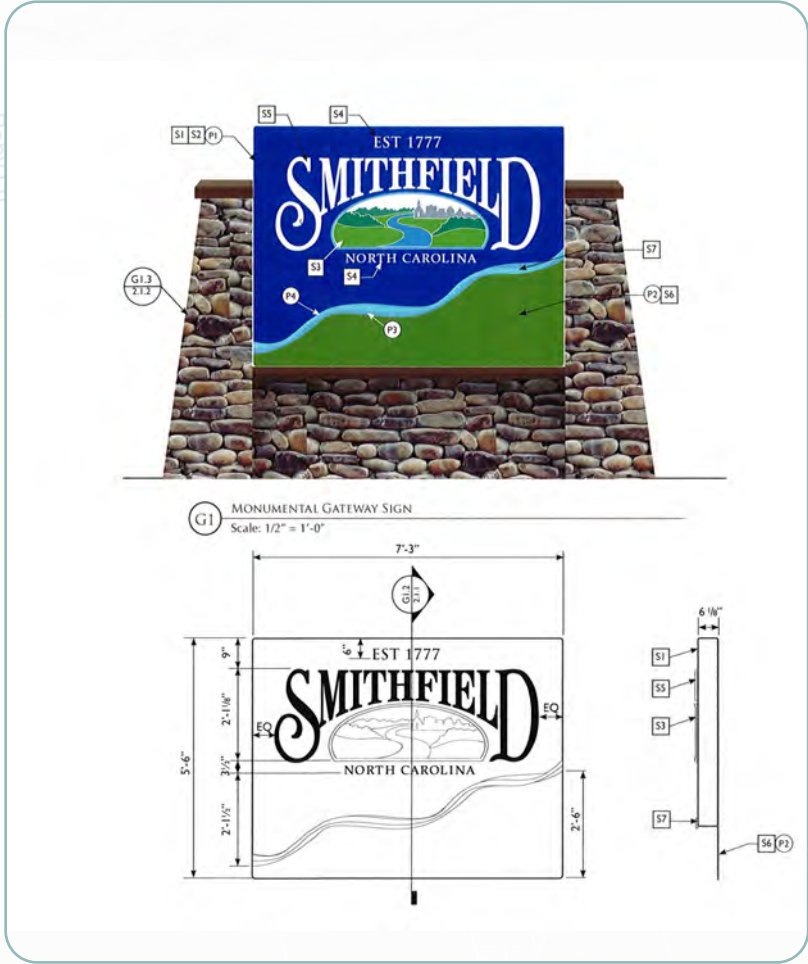


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Installation Photograph



Construction Drawing



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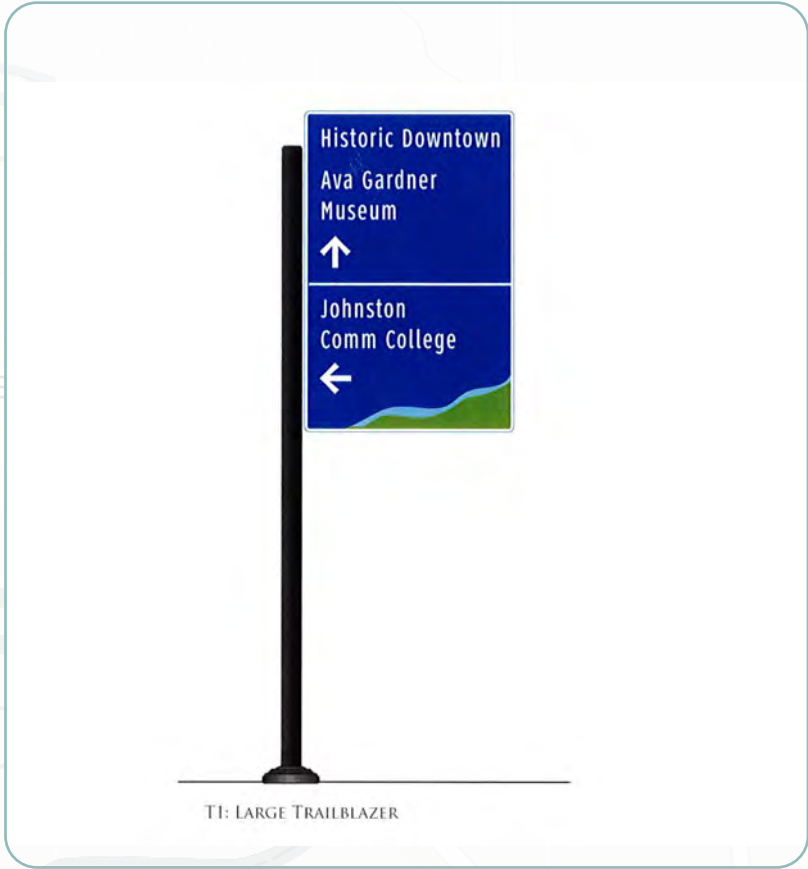
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III.G. Town of Smithfield, NC
CASE STUDY: Wayfinding Sign System

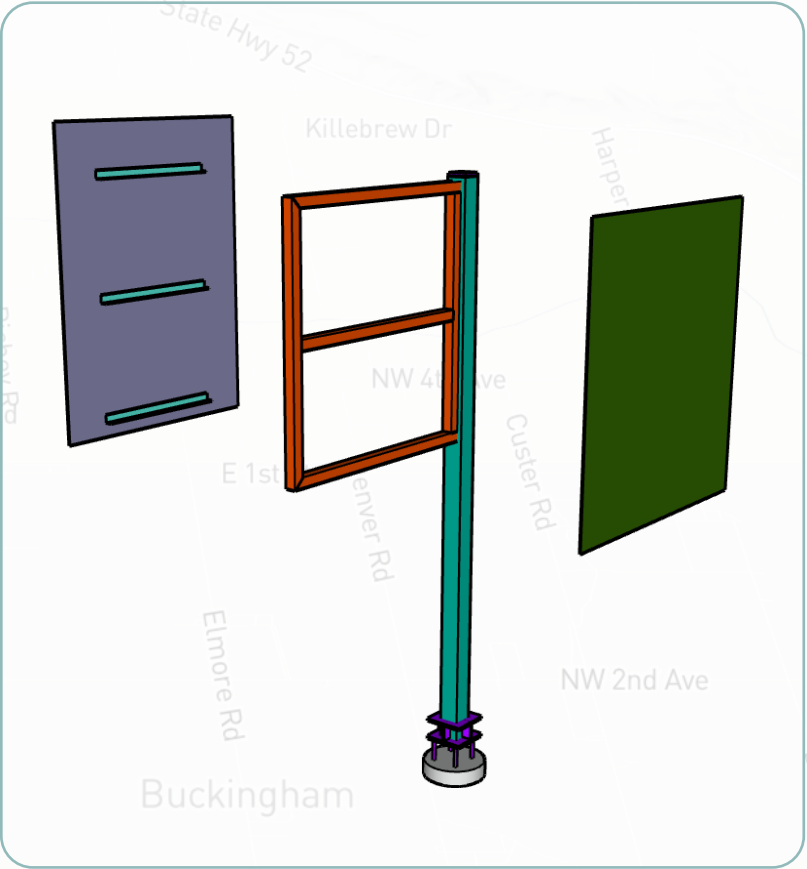
Installation Photograph



Design Intent Drawing



3D Structural Design Drawing



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III.H. Town of Aberdeen, NC

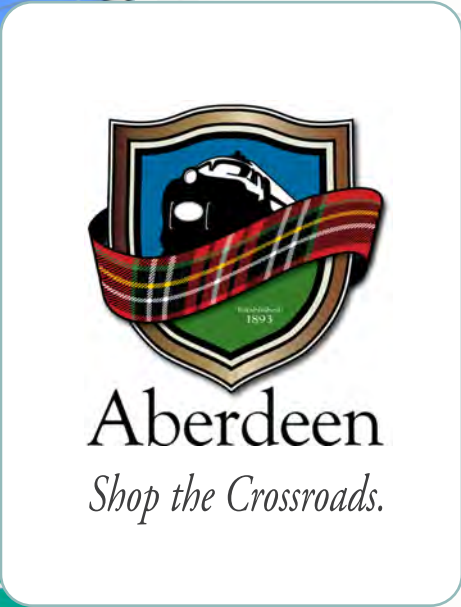
CASE STUDY: Signage & Streetscape

ACSM designed the historic brand for Aberdeen to create a strong identity for the town, located at the shopping crossroads adjacent to Pinehurst and Southern Pines, North Carolina.

The final brand design incorporated three main themes that the Town Council and residents felt truly represent Aberdeen:

1. A strong Scottish heritage of the first settlers that made the Sandhills region prosperous.
2. The Aberdeen & Rockfish Railway that further enabled the success of the region.
3. The importance of connecting the main shopping district to the town itself.

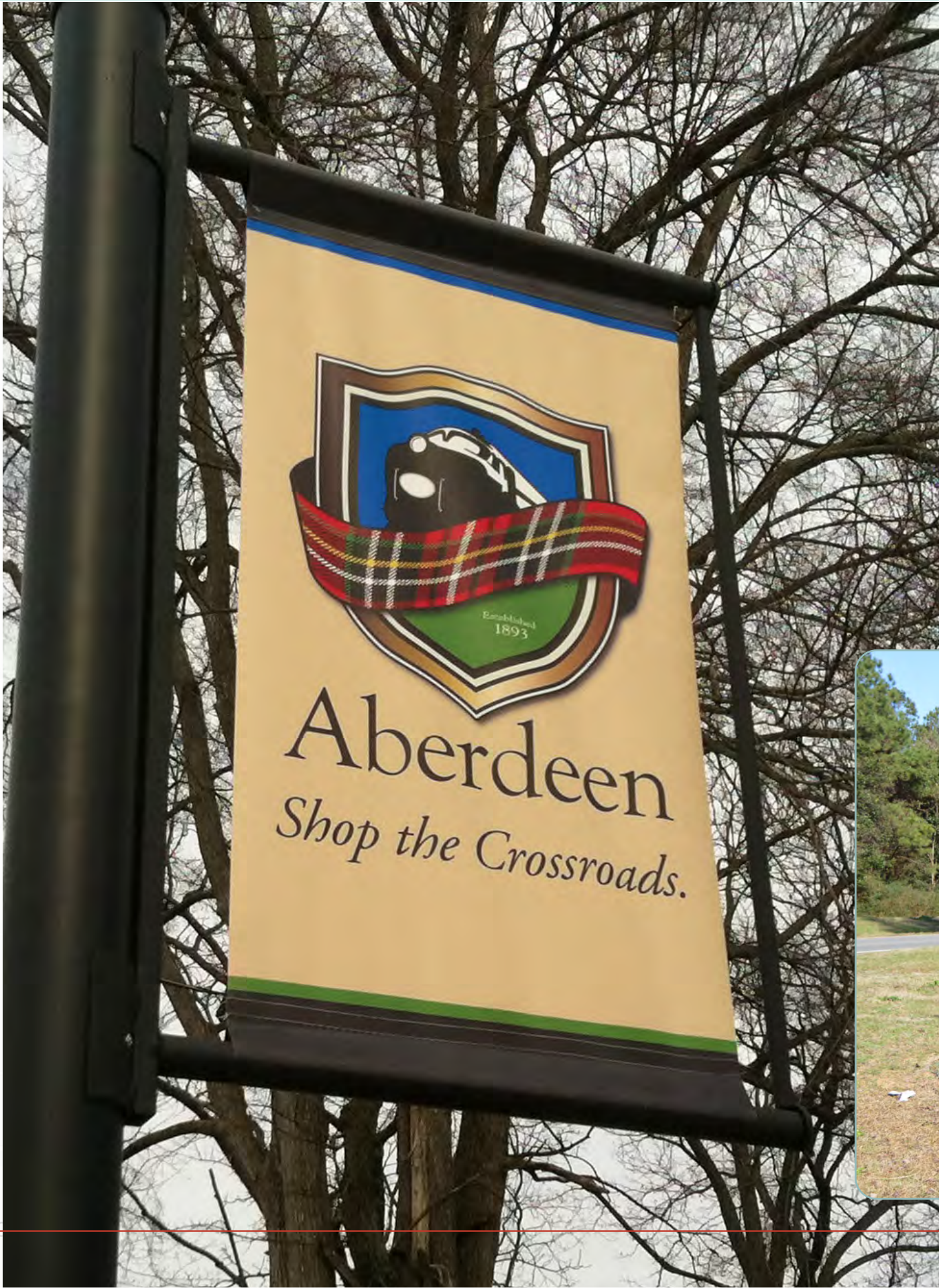
The new identity has created such a positive and exciting buzz within the region that the town was awarded the 2011 Annual Reindeer Run fund-raising event that took place in December of 2011.



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III.H. Town of Aberdeen, NC

CASE STUDY: Wayfinding & Monument

Following the brand design, ACSM designed the town’s Master Sign Plan and completed the fabrication and installation of Phase I which included monument gateways and trailblazing signage.

Phase II fabrication and installation of the Master Sign Plan was completed in early 2016 with the addition of 3 monument gateways . With the completion of Phase II, ACSM was asked to design and install the City’s Park & Rec signage for their Park Pavilion.

One interesting fabrication challenge that ACSM overcame was to design a creative break-away stone monument system that would easily comply with MUTCD and NCDOT standards, but still have a substantial look and feel of a large welcoming monument sign.



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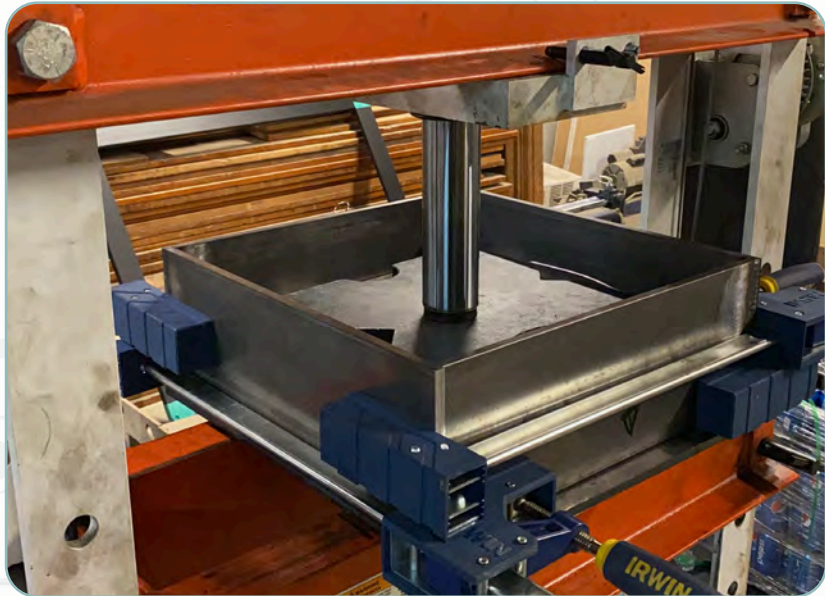
Installation Photograph



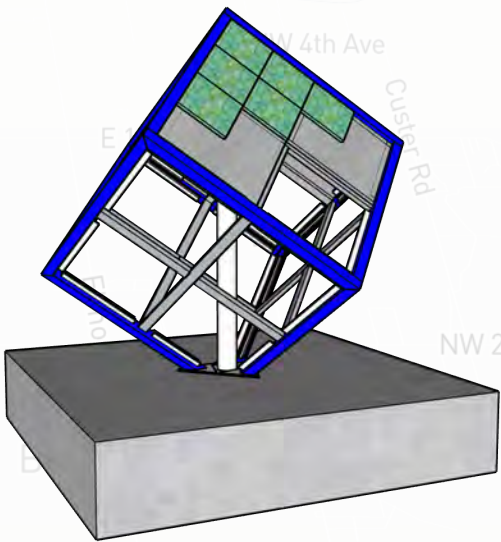
Tile Preparation



10 Ton Tile Press



3D Structural Design Drawing



IV.A. Pepsi Cube
CASE STUDY: Public Art Fabrication

Client: Lennar Apartment Homes

Design: Ivan Depeña

Production Design: ACSM

Fabrication & Installation: ACSM

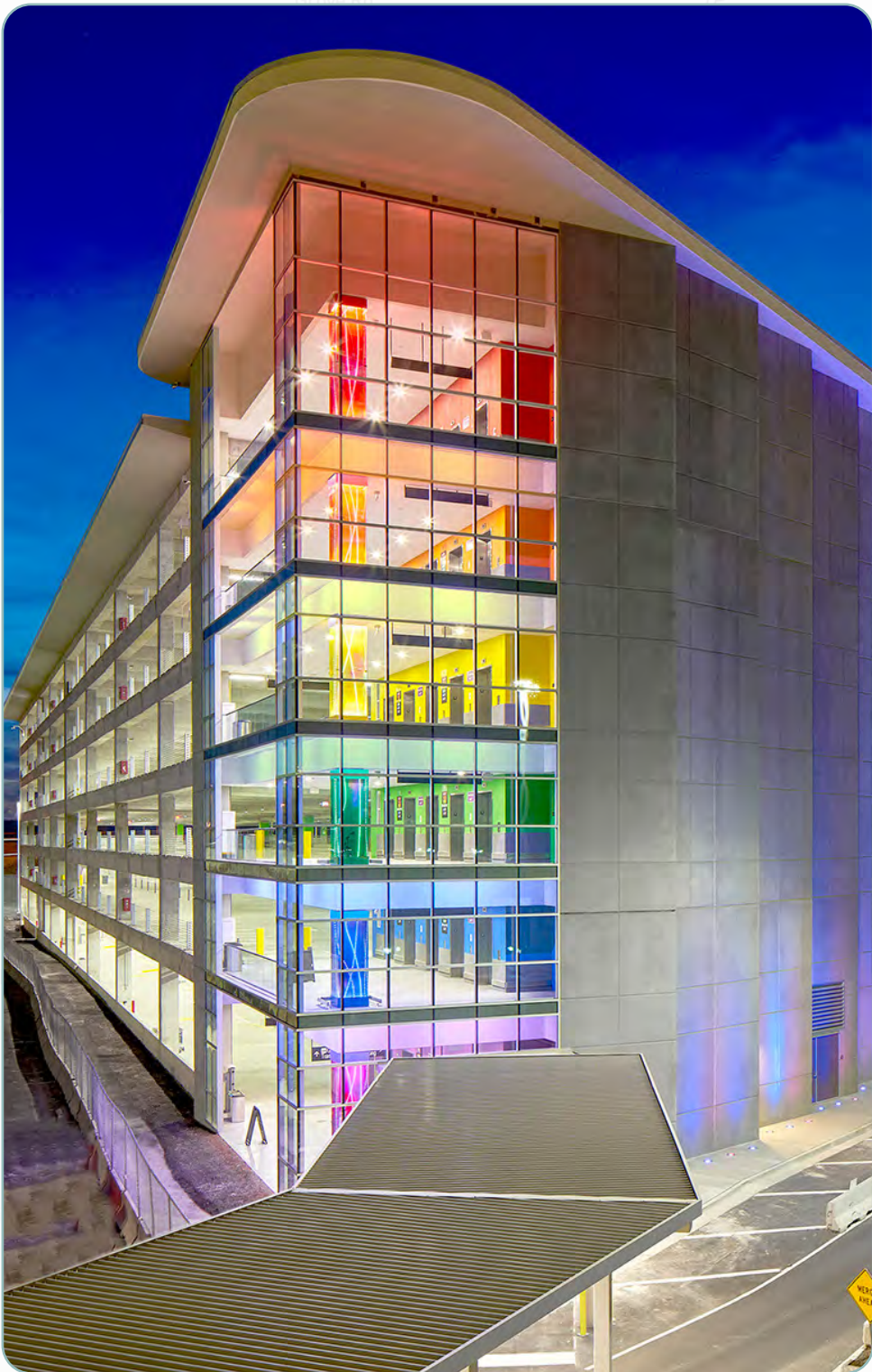


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Installation Photograph



Column Detail



LED Enclosure Installation



IV.B. BNA Airport

CASE STUDY: Public Art Fabrication

Client: BNA Airport (Nashville TN)

Design: Ivan Depeña

Production Design: ACSM

Fabrication & Installation: ACSM

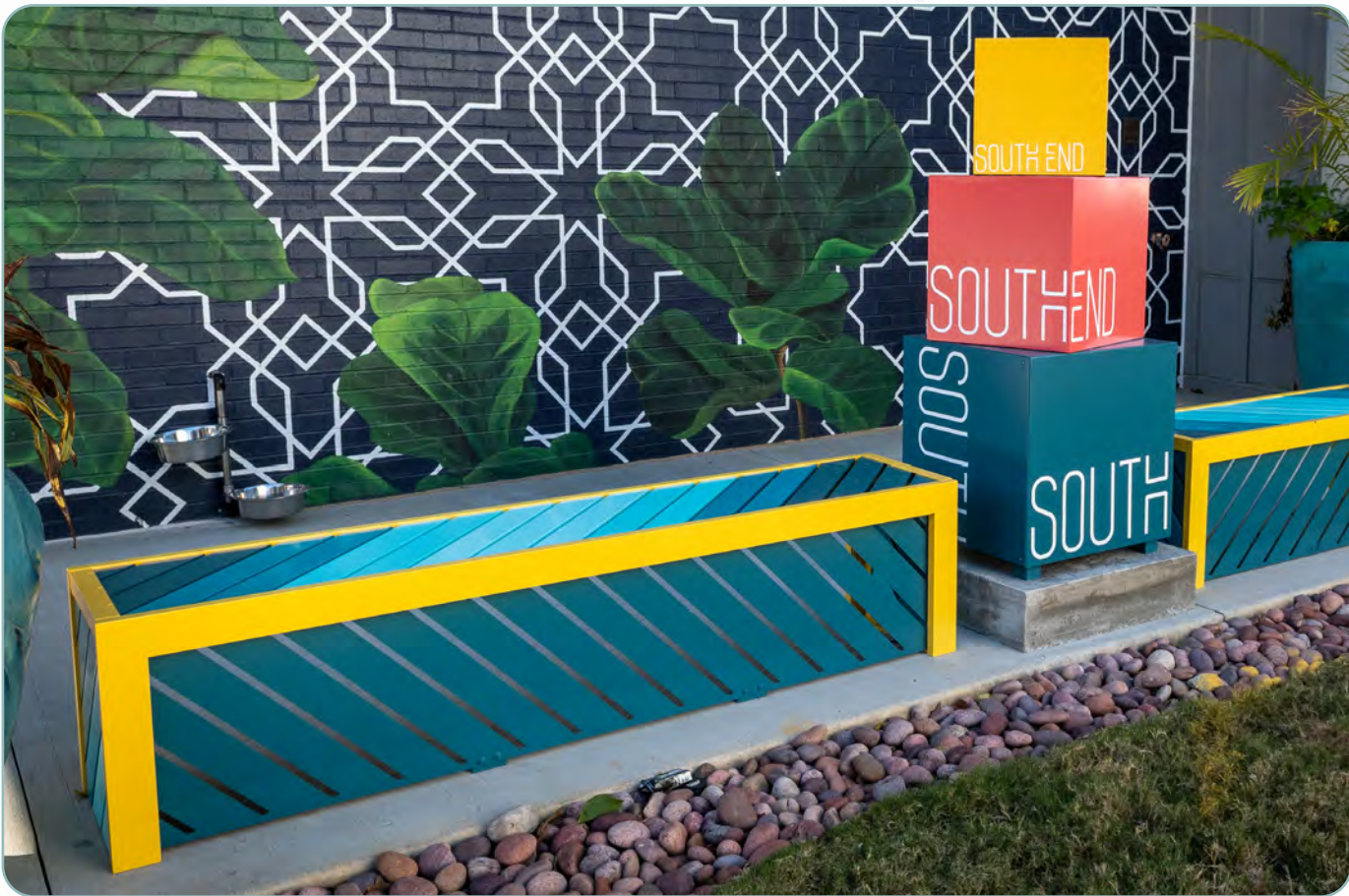


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Installation Photograph



IV.C. The Hub Southend
CASE STUDY: Public Art Design+Build

Client: RAM Realty

Concept Design: ACSM

Production Design: ACSM

Fabrication & Installation: ACSM



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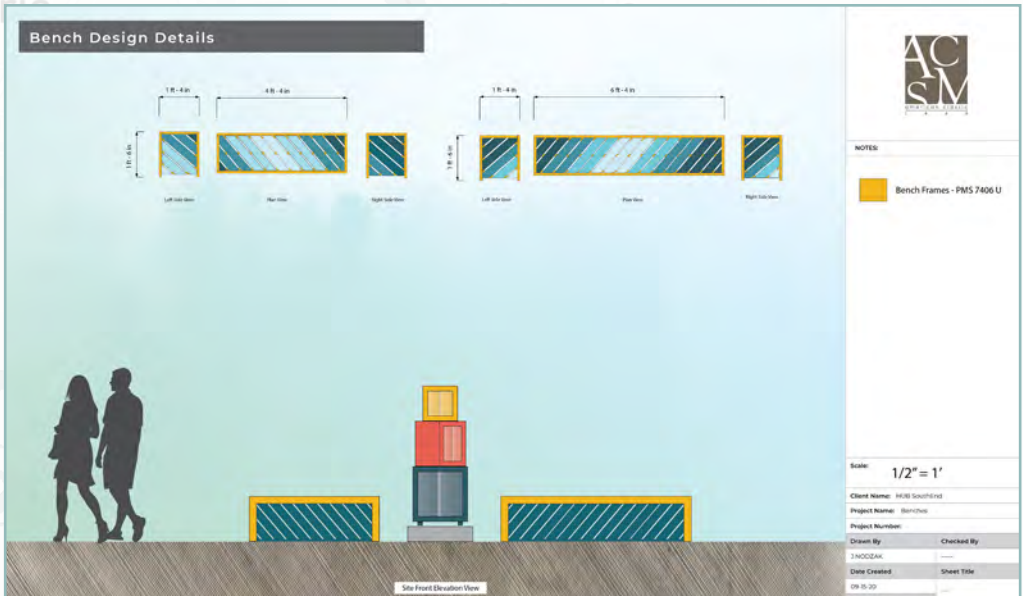
Glen Nocik : Principal
c: 704.617.1044
o: 704.910.0243
gnocik@acsminc.com

2525 distribution st
Charlotte, NC 28203

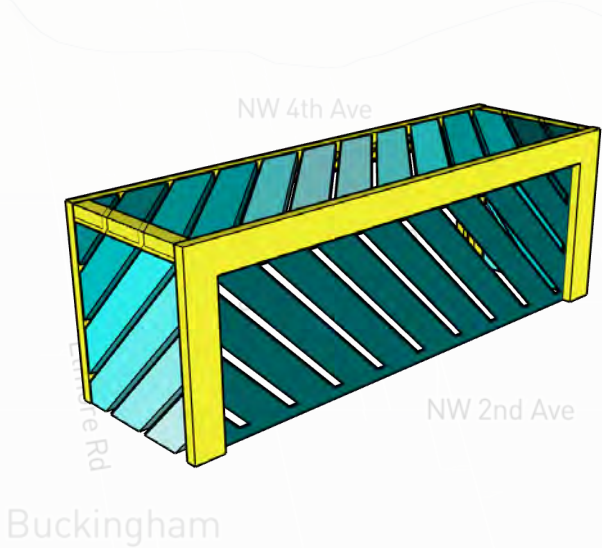
Community Library



Design Intent Drawings



3D Structural Design Drawing



V. Client List

American Asset Corp
Ballantyne Country Club
Bell Partners
Broward County Library
C3Lab LLC
Cabarrus Arts Council
Camden Apartments
Canine Cafe
Carolina Courts
Centex Homes
Charlotte Center City Partners
Charlotte Grill Co
Chatham Mills
Crescent Communities
City of Concord, NC
City of Danville, VA
City of Hartsville, NC
City of Eden, NC
City of Lauderhill, FL
City of Lexington, NC
City of Mooresville, NC
City of Mount Holly, NC

City of Shelby, NC
City of Siloam Springs
Concord Downtown Devlp. Corp
Dunkin’ Donuts
Firethorne Country Club
First Service Residential
Grandfather Homes
Habitat for Humanity
Hawthorne Management
Highland Creek
Historic South End
Inside Out Sports
Landeavor Development
Lauth Construction
L’Hermitage
LStar Development
Matthews Construction
Miami International Airport
Northstone Country Club
Pure Intentions Coffee
Redbull
Rhein Communities

Ryan Homes
Ryland Homes
Shea Homes
Skyline Chili
Standard Pacific Homes
St Regis Hotel
Stimpson
Summerhill Development
T&C Metals
The Palisades
The Peninsula
Toll Brothers
Town of Aberdeen, NC
Town of Clayton, NC
Town of Clinton, NC
Town of Forest City, NC
Town of Garner, NC
True Value Hardware
Uptown Lexington
Uptown Shelby
Vision Ventures
Vinson Enterprises



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VI. References



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Department, NC

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PETE WALL

Capital Projects, Parks and
Recreations Program Manager
City of Asheville, NC

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Office: 828.251.4024

Rutherford County, NC

Don Cason

don.cason@rutherfordcountync.gov
Office: 828.287.6121

Karen Tegan

karen.tegan@rutherfordcountync.gov
Office: 828.287.6130

VII.A Project Approach

Overview

Plan Review

During the plan review phase, our team will categorize and map all existing sign locations, identify gaps in directional information, identify any DOT/MUTCD compliance concerns, identify any site constraints, and provide suggestions for change where it would enhance the final project.

Production Design

Being both a fabricator as well as a wayfinding design firm, our team will thoroughly review the design intent drawings to find opportunities for simplification in the fabrication process. Very often, there are subtle ways of modifying the fabrication strategy that results in a better, more durable product while maintaining the integrity of the design intent at all times.

Field Logistics

Our field logistics team will manage DOT approvals, engineering approvals, permitting, encroachment agreements and utility locates as well as coordinating all aspects of the installation process. This includes planning the mobilization of our field crew, coordinating installation phasing and timelines, managing field cleanup, coordinating debris disposal, etc.

Fabrication

We proudly handle 95% of our fabrication in house. From sourcing raw materials to welding, painting, large format printing, and assembly is handled by our team of artisan sign makers. For the last 15 years we've continually optimized our shop to produce wayfinding sign systems. This focus allows our continuous quality control process to ensure the integrity of the final product without compromising efficiency.

Installation

All field work will be managed by our field operations team in accordance with all local requirements. Our installation strategy is to eliminate unnecessary disruption to your residents by reducing the amount of field work to the minimum required. The details vary greatly by project, but rest assured, we do as much of the work as possible in our shop so installation is often as simple as hoisting the completed sign into place and bolting it down to an already completed footer. Final deliverables will include plans, maps, fabrication drawings, material samples, prototypes (where applicable), and an installation plan.



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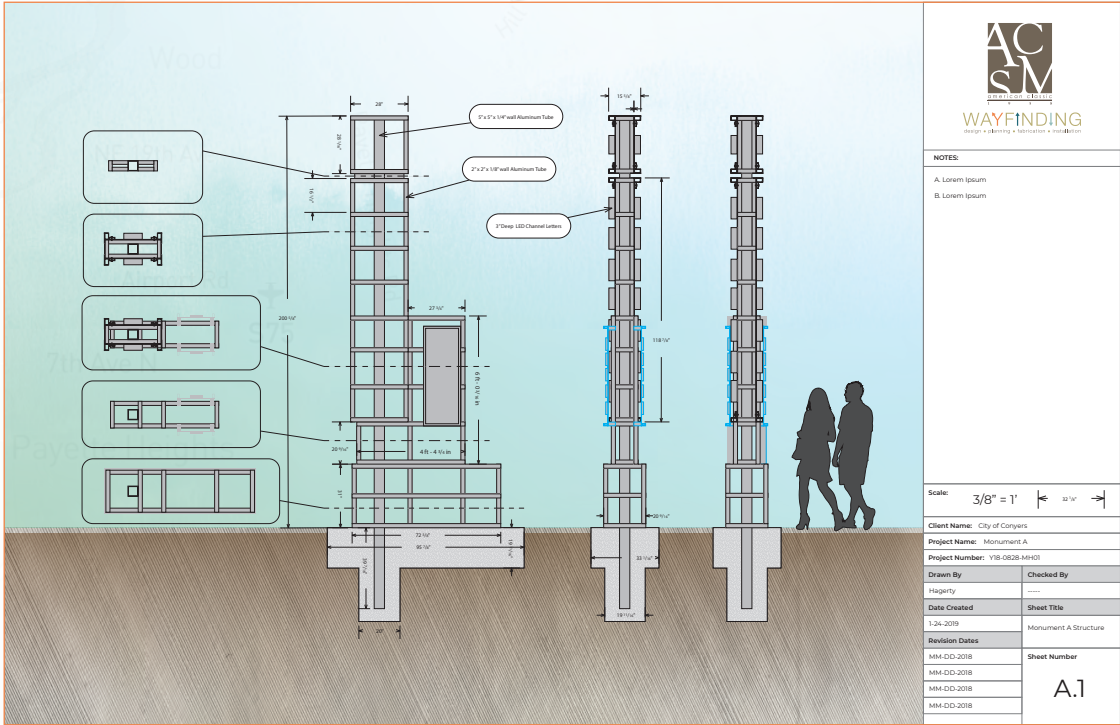
Charlotte, NC 28203

VII.B Project Approach
Example Documents

Pedestrian Sign Concepts



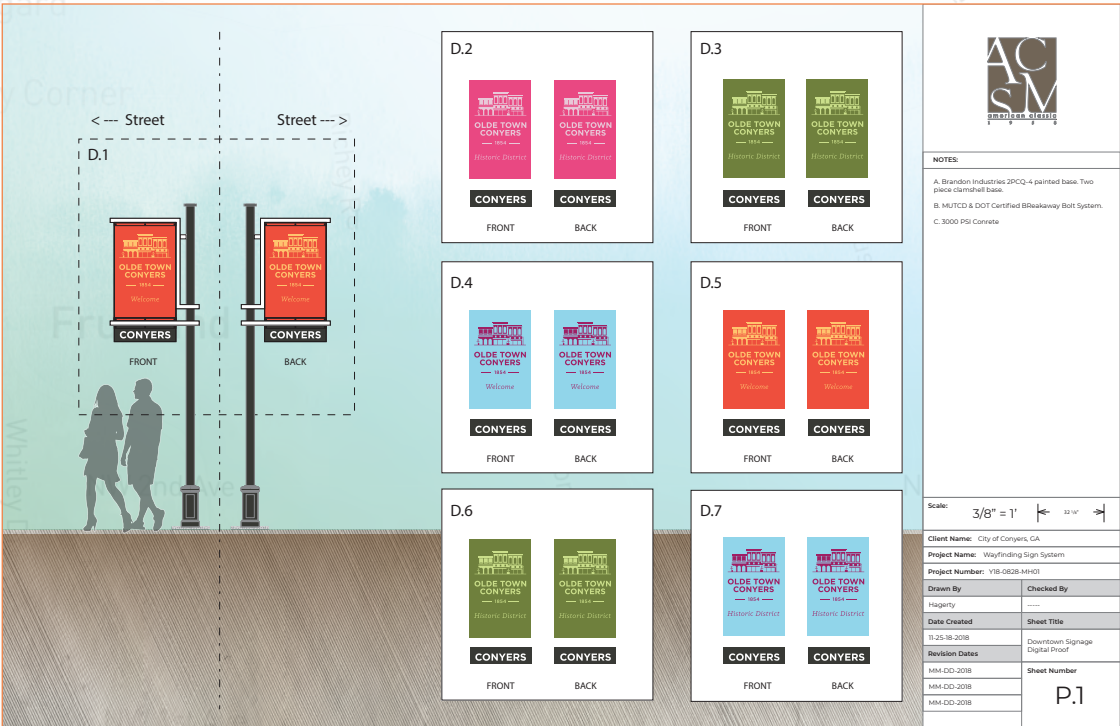
Engineering Drawing



Monument Sign Concepts



Sign Schedule Proof



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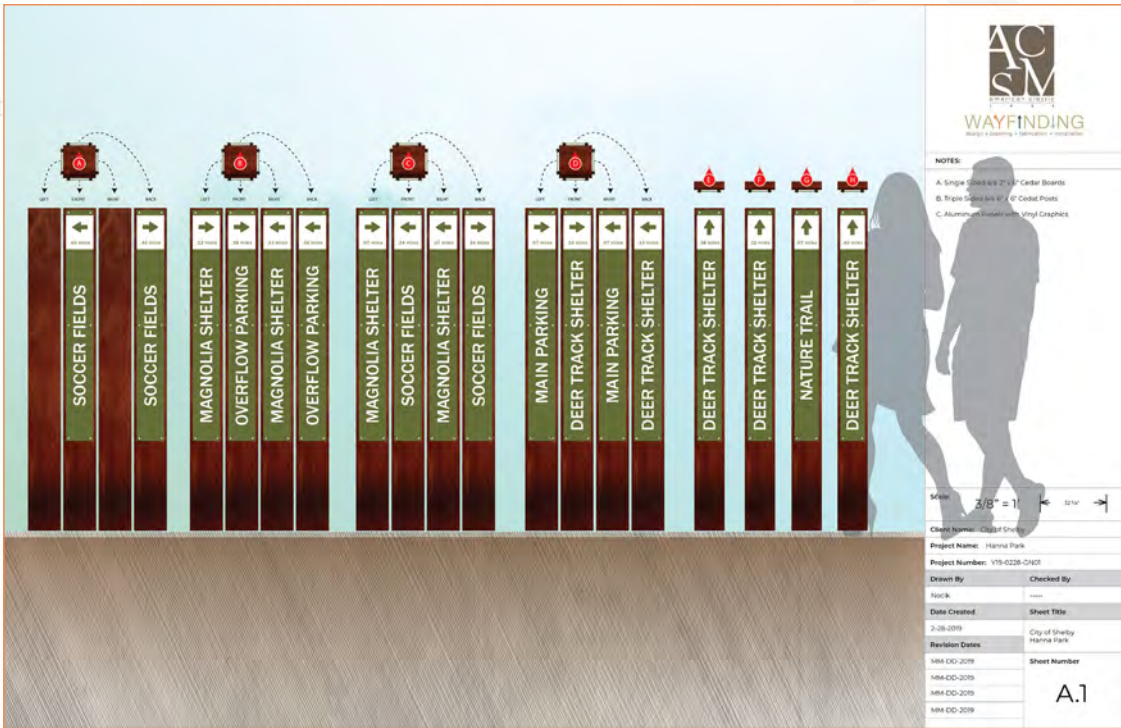
VII.B Project Approach

Example Documents

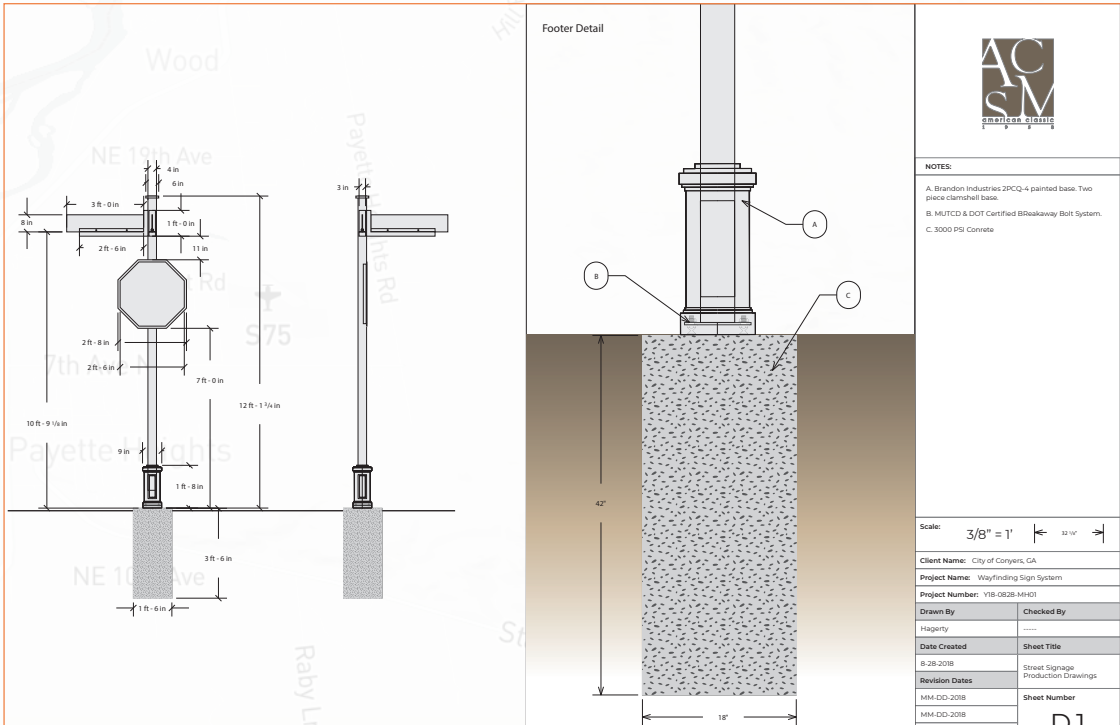
Sign Placement Map



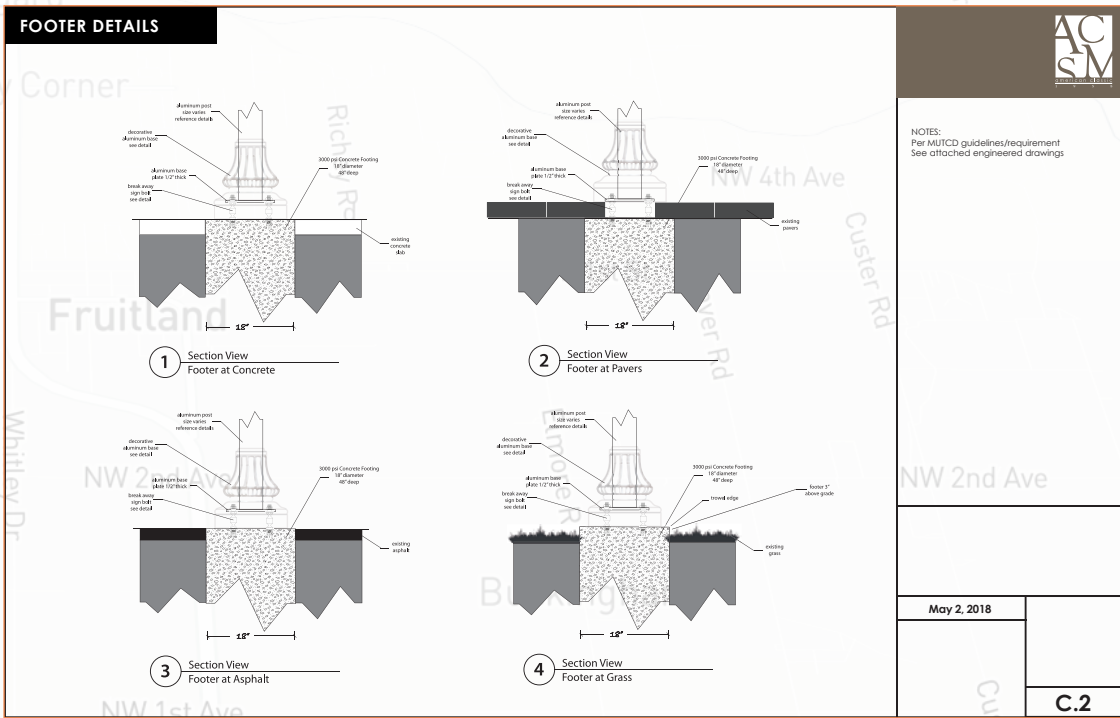
Trail Sign Placement Detail



Construction Drawing

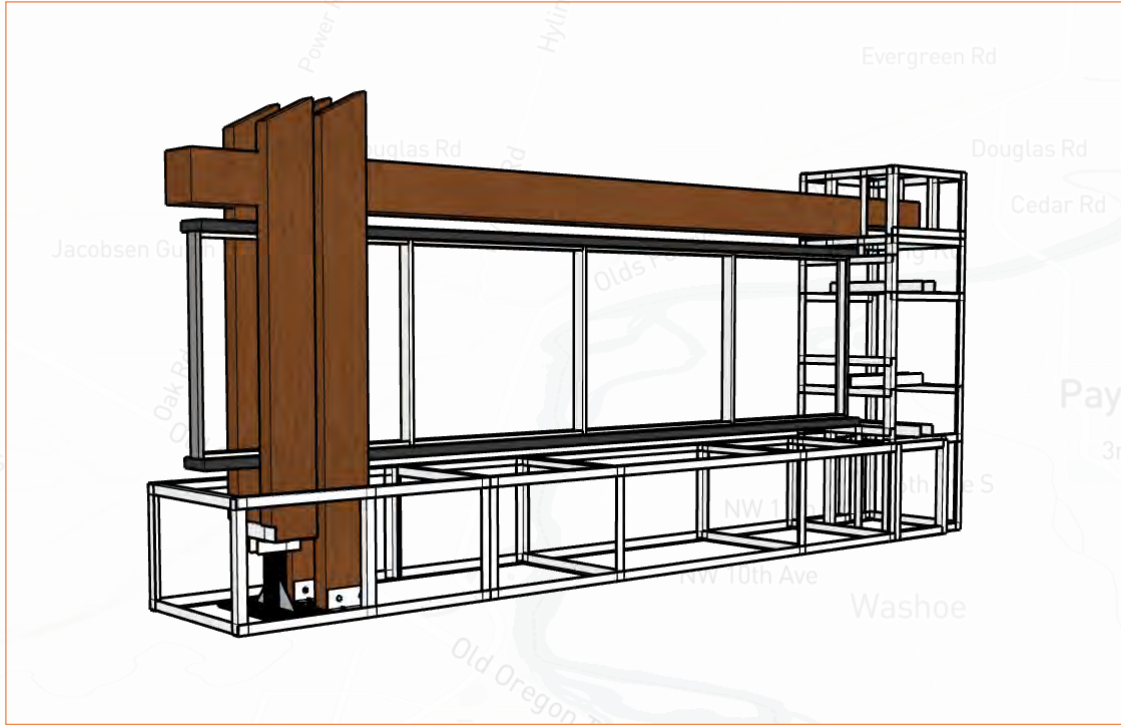


DOT Packet - Breakaway Footer Detail

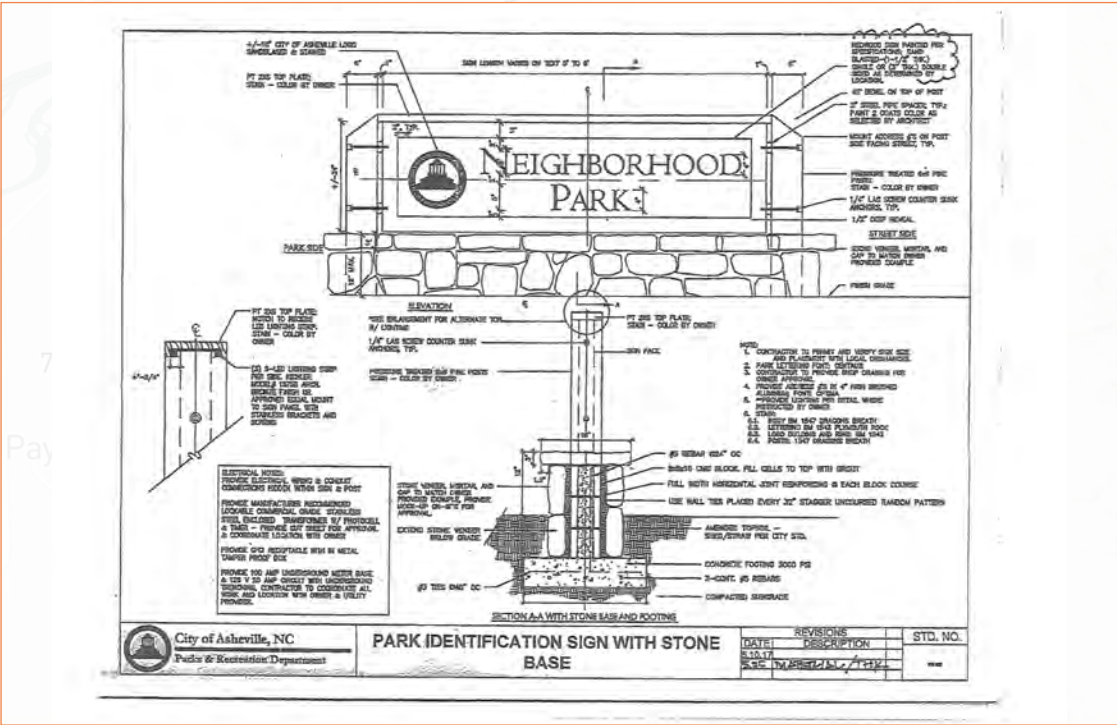


VII.B Project Approach
Example Documents

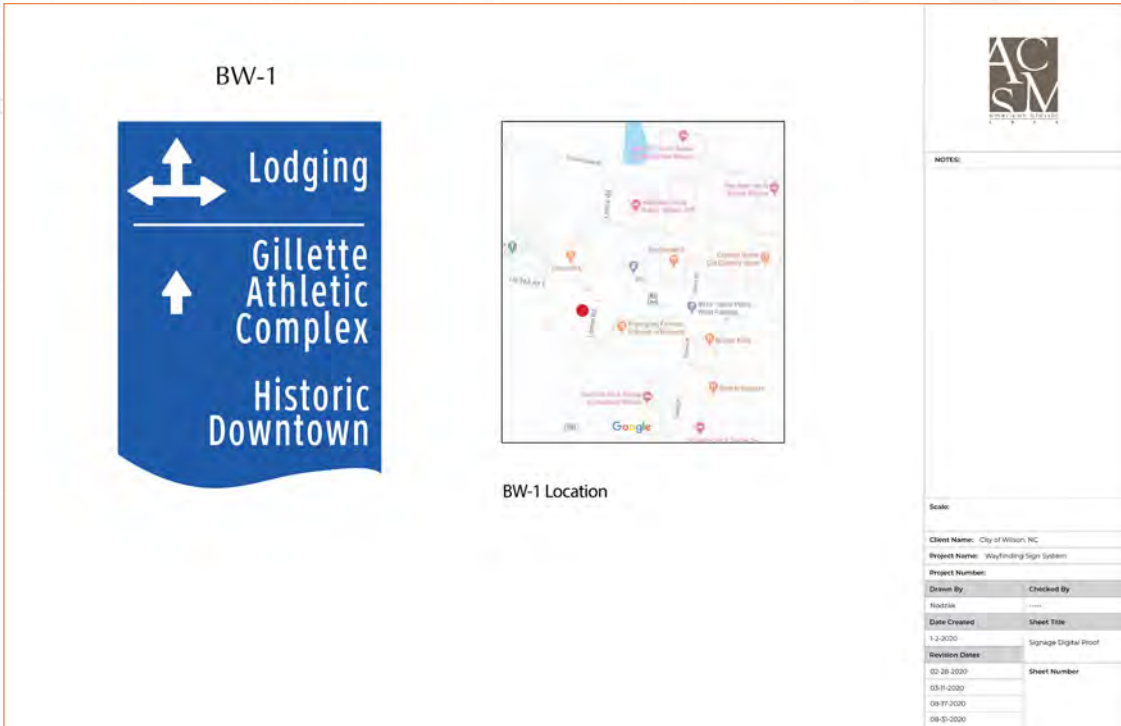
3D Structural Design



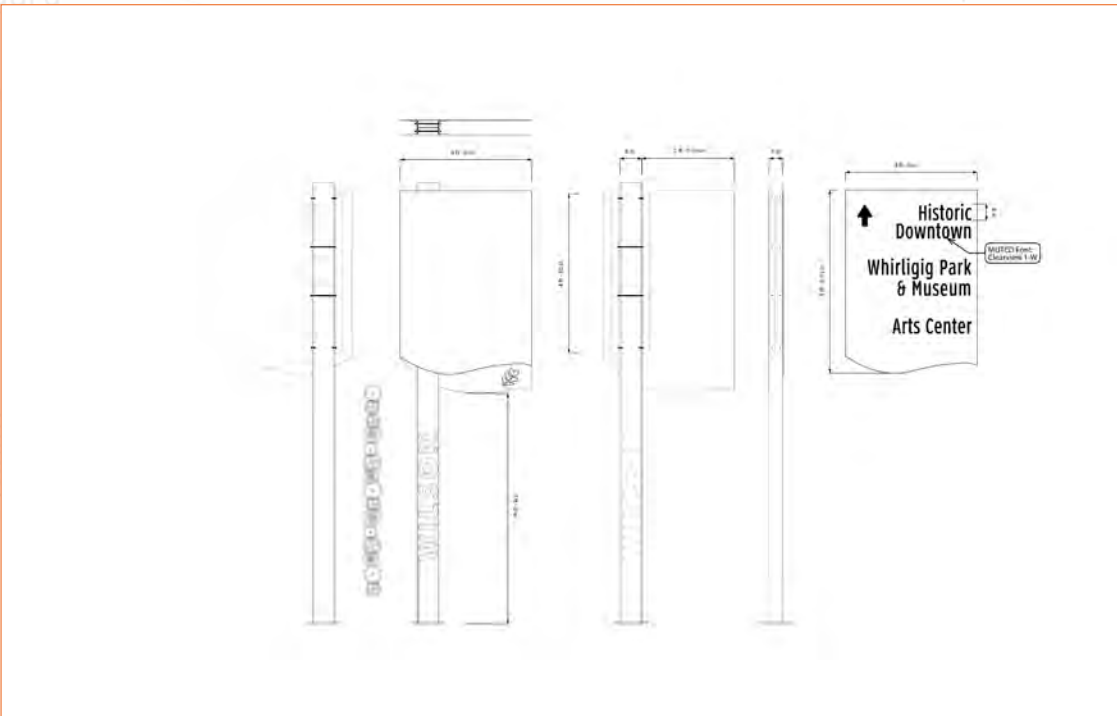
Monument Engineering Drawing



DOT Packet - Sign Detail & Placement



DOT Packet - Sign Dimensions



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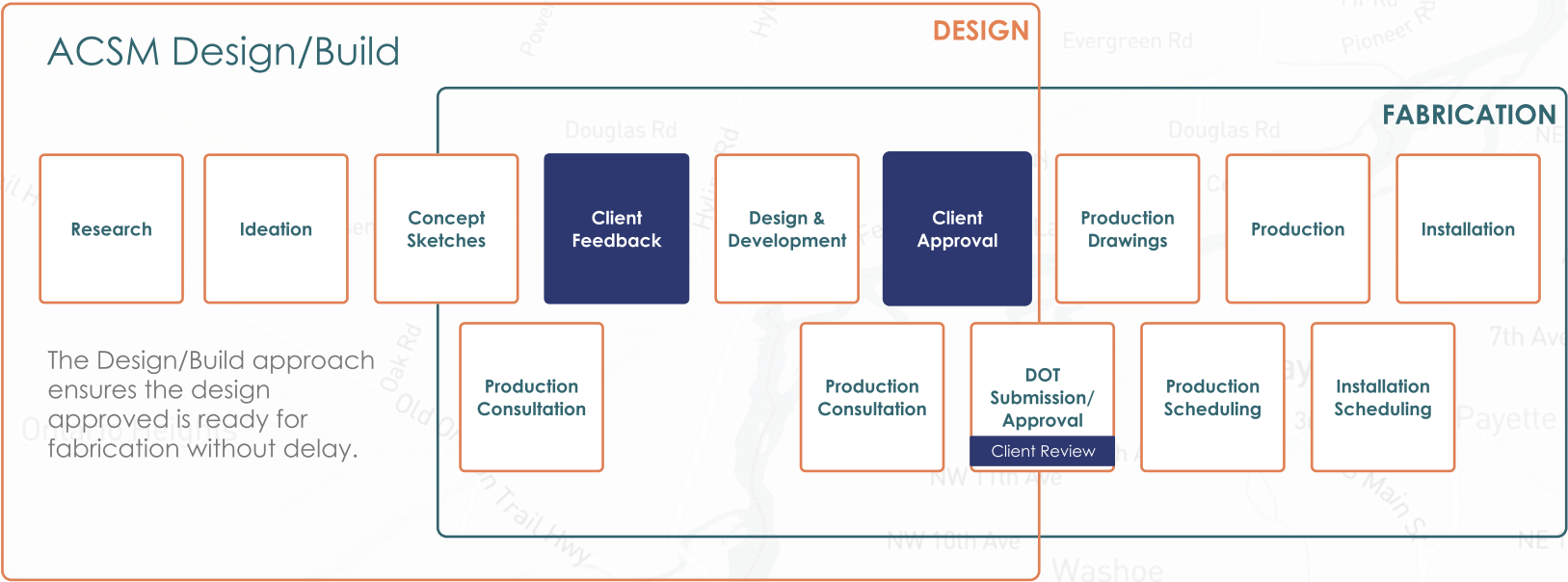
Glen Nocik : Principal
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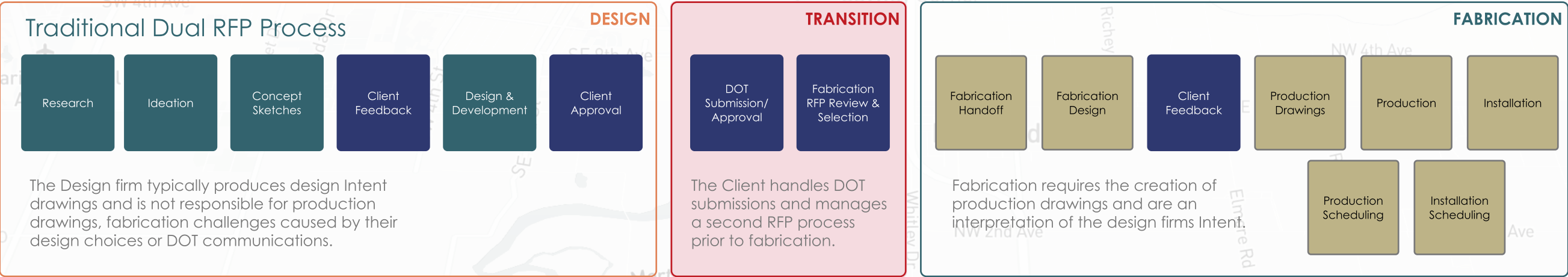
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VII.C ACSM Design+Build Process



Design / Build Value Proposition

- ✓ Shorter Time to Installation
- ✓ Lower Total Project Cost
- ✓ Reduced Client Responsibility
- ✓ Single Accountable Party
- ✓ DOT Approval Management
- ✓ Fabrication informed Designs
- ✓ Ensure Predictable Final product



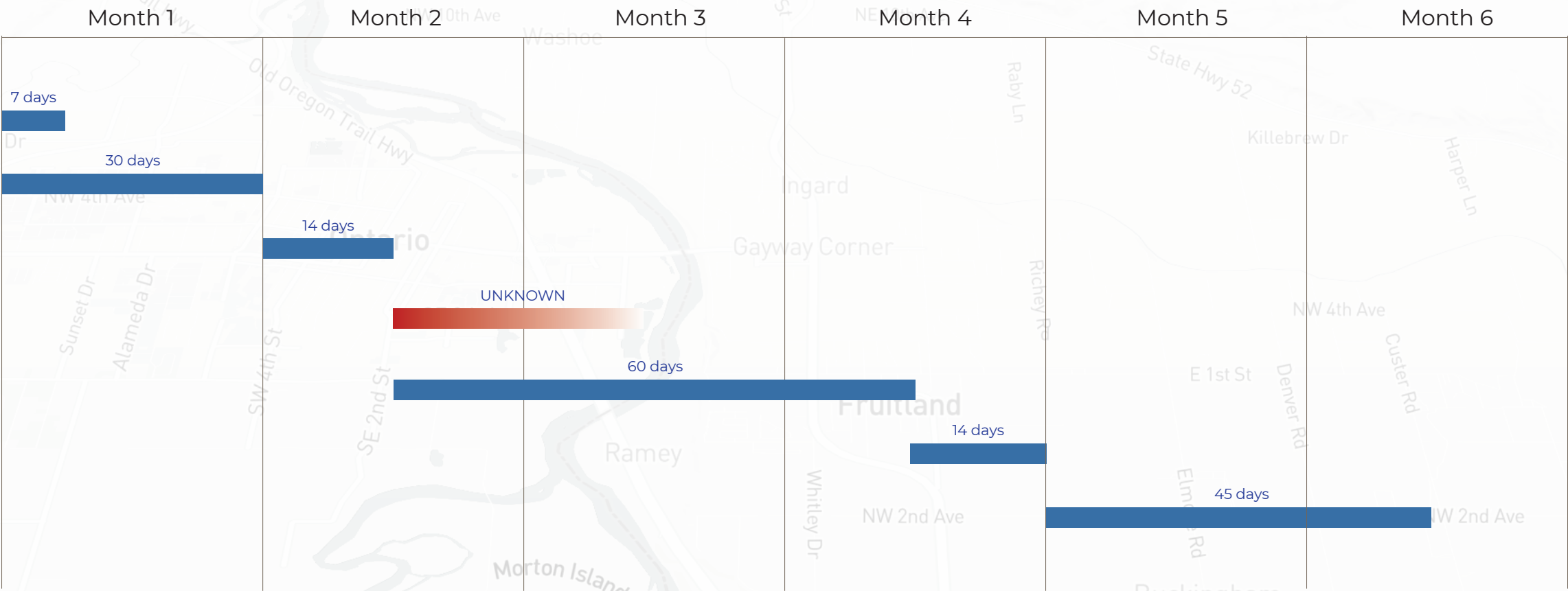
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gnocik@acsminc.com

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Charlotte, NC 28203

VII.D Typical Timeline

Here at ACSM we pride ourselves on taking a comprehensive approach to each and every project we accept. In this case, we will begin with a production design phase, followed by fabrication and installation. It's important to note that we always design with a fabrication strategy in mind. This minimizes time, and material costs, and ensures there are no unexpected surprises. Fabrication will begin upon production design approval and typically takes between 3-4 months, depending on the exact scope of work.

Our Design+Build capabilities allow us to bring unique solutions to the table, an approach that has allowed us to build long lasting relationships with many municipalities whose needs are similar to those of Ontario. We proudly maintain 4+ year relationships with Shelby - NC, Aberdeen - NC, Lexington - NC, and Clinton - NC, as well as many others. Based on our extensive experience the graphic below outlines a typical phased timeline to completion. All work completed will be done so in accordance with local requirements.



***Does not include potential DOT approval timing / delays, or potential supply chain delays due to Covid**



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VIII. Project Response Documents

City of Shelby, NC
Cost of projects: \$450,000+ (in budget)
Design, NCDOT approval, fabrication and installation

City of Wilson, NC
Cost of project: \$525,000 (in budget)
Design, NCDOT approval, fabrication and installation - 10 months

Town of Smithfield, NC
Cost of project \$385,000 (in budget)
NCDOT prep. and approval, fabrication and installation – 8 months

Rutherford County, NC
Cost of project \$435,000 (in budget)
NCDOT prep. and approval, fabrication and installation

Notes:
ACSM meets all insurance requirements, proper documentation will be provided upon contract award. ACSM has extended experience working with MUTCD Guidelines. ACSM warrants all work against failure for a period of 1 year from the date of installation, and all products/ materials used are warranted for the longest duration available from the manufacturer (3M Films, HP Ink, etc)

Thank you for the opportunity to bid on the design, fabrication and installation of the wayfinding signage for the City of Ontario, OR.

If you have any questions about this bid submittal, please feel free to contact me via email at gnocik@acsminc.com or my direct line at 704.617.1044.

WE INVITE AND ENCOURAGE ALL CLIENTS TO VISIT OUR FACILITY AT ANY TIME.

Sincerely,



Glen Nocik
President



WAYFINDING
design • planning • fabrication • installation

Glen Nocik : Principal

c: 704.617.1044

o: 704.910.0243

gnocik@acsminc.com

2525 distribution st

Charlotte, NC 28203

Vendor Acknowledgement Form – Wayfinding Sign Production & Installation

Company Name: ACSM, IncCompany Address: 2525 Distribution StCity: Charlotte State: NC Zip Code_Company Contact Name: 28203Phone Number: 704-910-0243 Fax: _____Email: gnocik@acsminc.com

Acknowledgement

Agreement: I, Glen Nocik, representing ACSM, Inc certify that I offer to furnish materials or services in strict accordance with the requirements of this bid including terms and conditions listed in the bid specifications. I certify that the prices quoted are correct and he/she agrees that this proposal is valid for a period of 60 days from due date noted above. It is understood that the Invitation for Bids document will be included as part of any additional contract documents agreed upon by the city except as amended in writing.

Authorized Signature (In Ink)  Title PresidentDate Signed 2/16/2021

Attachment A: Per Unit Bid Price

Use a per unit cost for production and installation.

Expec. # of signs	Sign Type	2021 Cost for Production and Installation per unit	Inflation Rate 2022	Inflation Rate 2023
3	Monument Sign	\$ 22,072.00	1.80%	1.80%
2	Vehicular Directional Downtown	\$ 8,720.00	1.80%	1.80%
3	Vehicular Directional	\$ 5,450.00	1.80%	1.80%
6	Vehicular Directional	\$ 5,450.00	1.80%	1.80%
3	Pedestrian / Bike Trail Head	\$ 4,200.00	1.80%	1.80%
4	Pedestrian Walkable Downtown	\$ 5,830.00	1.80%	1.80%
3	Pedestrian Trail Marker	\$ 1,725.00	1.80%	1.80%
15	Viewpoint Stones	\$ 1,650.00	1.80%	1.80%
6	Neighborhood Signage	\$ 3,725.00	1.80%	1.80%

There is a reasonable expectation of the type of requirements needed for installing signage throughout the city, whether that be into concrete, pavement, or soil. The contractor will have a right to ask for additional installation costs if the site is determined to be unusual from what can be reasonably expected to be encountered. The contractor shall have the right to request material costs and an hourly labor cost.

Hourly labor cost for unexpected and unusual conditions:

\$ 125.00

Are you able to use the fabrication abilities specified in Attachment B.?

Yes ☒ No ☐

If No, attach a description of a proposed alternate fabrication method that will meet the general concept and look of the design.



Bid Questions for IFB 01-2021-01 Wayfinding Fabrication

- Can we submit the proposal electronically or do you want hard copies? **Electronic is fine.**
- We have a sample to send with our proposal. Can you provide an address for where to submit? **444 SW 4th St. Ontario, OR 97914**
- Has the artwork already been completed for this project? Will final production files be provided? This is important for pricing - artwork with its various reviews can range from a day's work to several days' work. **The artwork is completed. There may be some changes between signs, but it is mostly complete.**
- Which of these signs are double-sided? On the vehicular directional signs, what do you want the backs to look like? **It would be reasonable to assume the downtown signs would be double sided. There are pedestrian level and vehicular level signage downtown. Additionally, the trail head and trail path would be double sided.**
- Have the city maps been developed? Should they also be "head's-up"? Heads-up is best for navigating a new location. It orients the map in the direction of the viewer. **The maps would likely be developed by staff here and head's up would be reasonable.**
- Has engineering been completed on the large monument sign? If not, would that be in our scope of work? **The drawings in the bid documents are the extent to what has been completed so far.**
- Are there final construction drawings? **The drawings in the bid are the extent to what has been completed so far.**
- Has ODOT reviewed the wayfinding plan? If not, will we need to seek their approval for the signs located on highways? **We would have to get their approval for any in their right of way. Staff can navigate that piece.**
- Will the designers remain involved or will it be a clean hand-off? **Likely be a clean hand-off although I expect that they will bid on the project too.**
- Sign Thickness: As seen in the *Vehicular - Directional <25 MPH, >25 MPH, Pedestrian / Bike - Trail Head, Neighborhood Signage*, the drawings appear to show the 2"x4" tube in the opposite alignment than the note specifies for a 4" sign thickness. It appears as if the vertical members would need to be 4"x4" and the horizontal members are 2"x4." Looking for clarification. **The vertical members are 4x4 and the horizontals are 2x4 (with the 2" side facing front)**
- iZone (HPL) Panels - Is there a specified minimum thickness for these panels. **Yes, either 3/8" or 1/2"**

- Back Panels - Do any of the signs have closed backs, or is the frame left open on the back side? Are any signs double sided? **Open Frame, except for the downtown pedestrian, trail head, and trail path signs.**
- Bases and Right of Way - While working in the City's Right of Way, would any of these signs need a breakaway bolt system? It sounds like we would not in Oregon DOT ROW? And for the 1/2" baseplates, are they to be bolted directly into concrete footers? Are the baseplates a stylistic choice and would any of the signs warrant a direct buried post approach instead? **Any alternative approaches that meets the requirements of the right of way will be considered. The plate is for direct bolt to concrete. But can be replaced by extended frame 'legs' that are buried.**
- Banners - Is there a known quantity for the banners, and would they be placed on existing brackets or do new brackets need to be supplied as well? **The banners are not a biddable item on attachment A. We plan to order those and add them to the existing brackets.**
- Are wanting a bid on 3 of the vehicular directional that are less then 25 & 6 for the signs greater than 25 mph? **The bids should be cost per sign. We may add more as we build it out over the coming years.**
- Do you expect the map on the pedestrian trail head to also be fabricated with I zone? **Yes**
- Based on my experience with signs in the DOT right- away, they must comply with ODOT & FHWA break away rules. I am not following the illustration of welding 1/2" steel plate to the frame on top of a footer as being break away compliant. Do you have a clarification of the "blue box" and the breakaway hardware required? Or are these locations exempt from the requirement? **They would have to be compliant for whatever right of way they are in. They may need break away hardware if in a zone that requires it. The Base plate can be replaced for this hardware.**
- Can you provide more details of your vision of 15 "viewpoint stones"? Are these literally basalt columns with holes in them? Do you have a source that you have purchased viewpoint stones from in the past? **Yes, they are basalt columns with holes. No there is not a preferred provider. There is a landscape company in town you can buy them from, but there is also one in Caldwell Idaho and I'm sure more in the Treasure Valley. Canyon Hardscape Supply is in Caldwell, Ontario Rock and Landscape Supplies is here in town.**



**AGENDA REPORT
OLD BUSINESS
March 16, 2021**

To: Mayor and City Council

FROM: Paul Woods

THROUGH: Adam J. Brown, City Manager

SUBJECT: NEW CONTRACT FOR SAFE ROUTES TO SCHOOL (SRTS) DESIGN

DATE: March 9, 2021

PROPOSED MOTION:

I MOVE THE CITY COUNCIL APPROVE THE NEW MASTER SERVICES AGREEMENT AND TASK ORDER FOR THE SAFE ROUTES TO SCHOOL DESIGN AND ADMINISTRATION EFFORT FOR JACOBS FOR \$56,500.

SUMMARY:

The City of Ontario successfully secured a grant through the Oregon Department of Transportation (ODOT) for a Safe Routes to School (SRTS) project. The City and ODOT have signed an Intergovernmental Agreement (IGA) covering this project. This IGA has requirements for items such as indemnification, insurance etc. that must "flow through" from this master agreement to any other firms or agencies working on the project. The proposed Master Services Agreement and attached Task Order between the City of Ontario and Jacobs would allow for the addition of the "flow through" language without attaching those to the overall Maintenance and Operation Agreement.

BACKGROUND:

Staff submitted a grant application to ODOT in August of 2020 through the Safe Routes to School Program. In December, the City was notified that they had been selected to receive funding. The project generally provides sidewalk and ADA ramp improvements on both the east and west sides of Alameda School and generally between St. Peter's and May Roberts Schools. In January 2021, the Council approved the match amount, \$89,728 and authorized signature of the IGA with ODOT. The grant funding coming from ODOT is \$358,931.28.

CURRENT SITUATION:

At this time, staff is requesting the approval of a new Master Services Agreement (MSA) in addition to the existing Operations and Maintenance Agreement between the City of Ontario and Jacobs. This new MSA would allow for the incorporation of the ODOT required contract

"flow throughs" without impacting the Operations and Maintenance Agreement.

ANALYSIS:

- A. **STRATEGIC PLAN** The ability to design the SRTS project so that it can be implemented satisfies each of the Council's core Strategic Goals: Desirability - the ability to send your child to school on a safe sidewalk is very desirable. Education - education will be part of the development of the grant project. Lifestyle - having new connected sidewalks with effective ADA ramps allows more residents and school children alike to be more active on the sidewalk system. Beautification - the look of the City improves with the addition of uniform, new sidewalks. Growth - addition of sidewalks and ramps allows for the growth of pedestrian access through the community.
- B. **FINANCIAL** There is no new financial impact from the new Master Services Agreement. The Task Order budget is \$56,500 to cover design and grant administration effort. This cost was identified in the overall grant application budget.
- C. **TIMING** The grant process started as soon as the IGA was executed. The first quarterly report has already been developed and delivered. The project is underway, so time is of the essence.
- D. **POLICY/LEGAL** Authorization to execute both the new MSA and associated Task Order require Council approval.

ALTERNATIVES:

If the new MSA and Task Order are not approved, the project cannot move forward.

RECOMMENDATION:

Staff recommends the authorization of the new MSA and the SRTS Task Order for \$56,500.

ATTACHMENTS:

- 1. City of Ontario_Master Agreement_3-3-2021 CLEAN
- 2. Combined SRTS Task Order w Cover and Exhibit 3 10 21

MASTER AGREEMENT

FOR

PROFESSIONAL SERVICES

BETWEEN

JACOBS ENGINEERING GROUP INC.

AND

CITY OF ONTARIO

MASTER AGREEMENT FOR PROFESSIONAL SERVICES

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MASTER AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, made and executed as of the 16th day of March, 2021 by and between **JACOBS ENGINEERING GROUP INC.**, with a place of business at 999 W. Main Street, Suite 1200, Boise, ID 83702_ (hereinafter called “Engineer”) and City of Ontario with its principal office located at 444 SW 4th Street, Ontario, OR 97914 (hereinafter called “Client”), collectively referred to herein as “Parties”, provides as follows:

ARTICLE 1

SERVICES AND AUTHORIZATION

Engineer will provide the engineering, consulting and other professional Services as authorized from time to time by written Task Orders related to Oregon Department of Transportation (ODOT) projects, using the form provided in Appendix A hereto, issued by Client and accepted by Engineer, as evidenced by Client’s and Engineer’s signatures thereon. Each Task Order issued by Client shall clearly state that it is issued pursuant to this Agreement and shall identify the scope of Services to be performed by Engineer, the schedule for performance of the Services, the method of pricing and/or compensation for Services (if different from the method under Article 3 below), and such other matters as may be pertinent to the individual authorization. The terms of this Agreement shall supersede any standard or preprinted terms that may be attached to or referenced in any Task Order.

ARTICLE 2

GENERAL OBLIGATIONS OF CLIENT

Client shall provide Engineer full information regarding Client’s requirements for a project and shall provide information regarding existing facilities, such as drawings, as-built drawings, legal description, easements, rights of way, agreements with any utilities, or any other information in Client’s possession which is necessary or useful in connection with the project.

Client shall appoint a representative that will have the authority to make decisions on behalf of Client regarding the project. Client shall make decisions regarding the project in a timely manner.

ARTICLE 3

COMPENSATION

Engineer’s compensation will be defined in accordance with the provisions of Task Order pricing terms issued under this Agreement.

ARTICLE 4

PAYMENTS

Engineer will submit monthly invoices for compensation and expenses by electronic transmission. Payments will be due within 30 days after receipt of invoices and shall be made by electronic funds transfer to the bank and account designated in the invoice. Past due amounts will accrue interest at one and one-half percent (1½%) per month, without limiting other remedies.

ARTICLE 5

PERIOD OF SERVICE

Engineer shall make its best efforts to complete its Services within the time period set forth in the Task Order.

ARTICLE 6

CHANGES IN SCOPE OF SERVICES

Client may, at any time, make changes in the scope of Services required under a Task Order or in the definition of Services to be performed. In the event Client notifies Engineer of its desire to make a change in the scope of Services that may change the cost of performance, Engineer shall, within ten (10) working days after receiving such notice, give Client notification of any potential change in price for the Services. Equitable adjustments to price and time of performance resulting from scope of Services changes will be negotiated and upon mutual agreement by Client and Engineer, the Task Order will be modified by a written instrument, signed by both parties, to reflect the changes in scope of Services, price and schedule.

ARTICLE 7

WARRANTY

- A. Engineer warrants that its engineering, consulting and other professional Services will be performed in accordance with generally accepted standards in the industry. Following completion of its Services and for a period of twelve (12) months thereafter, if the Services provided hereunder do not conform to the warranty above stated and the same is reported to Engineer by Client in writing promptly after recognition thereof, Engineer shall, at no cost to Client, furnish all remedial engineering, design or consulting Services required in connection therewith as soon as reasonably possible after receipt of such report from Client; and Engineer shall have no liability for costs related to the repair, replacement, addition or deletion of materials, equipment or facilities as a result of such failure to conform to the above-referenced warranties, which costs shall be deemed costs of the project, whether incurred during performance of the Services or after completion of the Services.
- B. All representations, warranties and guarantees made by Engineer in connection with its Services are limited to those set forth in this Article 7. IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE

SPECIFICALLY EXCLUDED. For any deficiencies in the Services, Client shall be restricted to the remedies expressly set forth in this Article 7; such remedies are Client's sole remedies for deficiencies or nonconformities in the Services, whether at law or in equity, and regardless of whether the claim is asserted under contract, tort (including the concurrent or sole and exclusive negligence of Engineer), strict liability or otherwise.

ARTICLE 8

INDEMNIFICATION

Engineer will defend, indemnify and hold the Client harmless from all claims, liabilities, demands, costs, expenses (including attorneys' fees) and causes of action arising out of third party claims for bodily injury (including death) and damage to tangible property to the extent caused by a negligent act or omission of Engineer, its employee or subconsultant.

ARTICLE 9

LIMITATION OF LIABILITY

Excluding the liability of Engineer under Article 7, which is not limited by this sentence, the total aggregate liability of Engineer arising out of the performance or breach of this Agreement or any Task Order hereunder shall not exceed the total compensation paid to Engineer under the applicable Task Order or \$500,000, whichever is less. Notwithstanding any other provision of this Agreement, Engineer shall have no liability to the Client for contingent, consequential or other indirect damages including, without limitation, damages for loss of use, revenue or profit; operating costs and facility downtime; or other similar interruption losses, however the same may be caused. The limitations and exclusions of liability set forth in this Article shall apply regardless of the fault, breach of contract, tort (including the concurrent or sole and exclusive negligence), strict liability or otherwise of Engineer, its employees or subconsultants. The parties agree that the limitations of liability and waiver of damages as set forth herein shall not be interpreted as a form of indemnification.

ARTICLE 10

INSURANCE

- A. During the term of this Agreement, Engineer shall, at its sole expense, secure and maintain in force policies of insurance of the following types:
1. Workers' compensation coverage in accordance with the statutory requirements of the jurisdiction in which services are to be performed.
 2. Employer's liability insurance with a minimum of \$500,000.
 3. Comprehensive General Liability Insurance, subject to a limit for bodily injury and property damage combined of at least \$1,000,000 per occurrence and \$2,00,000 aggregate.

4. Automobile liability insurance subject to a limit for bodily injury and property damage combined, of at least \$1,000,000 combined single limit.
- B. Engineer shall furnish Client certificates of insurance evidencing the insurance coverages required in this Article 10. The certificates shall stipulate that should any of the above insurance policies be cancelled before the termination of this Agreement, the issuing company will endeavor to mail thirty (30) days' written notice to Client.

ARTICLE 11

RELATIONSHIP OF ENGINEER TO CLIENT

The Engineer shall be and shall operate as an independent contractor with respect to the Services performed under this Agreement and shall not be nor operate as an agent or employee of Client. This Agreement is not intended to be one of hiring under the provisions of a Workers' Compensation statute or other law and shall not be so construed.

ARTICLE 12

PERSONNEL

Engineer agrees that during Engineer's performance of Services hereunder, adequate provision shall be made to staff and retain the services of such competent personnel as may be appropriate or necessary for the performance of such Services. Client shall have the right to review the personnel assigned by Engineer, and Engineer shall remove any personnel not acceptable to Client. Engineer may remove personnel assigned to a Task Order without Client's prior approval, provided the progress of the Services shall not be impaired.

ARTICLE 13

OWNERSHIP OF INSTRUMENTS OF SERVICE AND DATA

- A. Client agrees to defend, indemnify and hold harmless Engineer and its employees from and against claims resulting from re-use of the design data, drawings, estimates, calculations and specifications prepared by Engineer ("instruments of service") on extensions of the project or at a location other than that contemplated by the Task Order. Client is advised that should Client re-use the instruments of service at another location, the instruments of service should be reviewed and sealed by Client or an engineer licensed in the jurisdiction where the instruments of service are sought to be re-used.
- B. All materials and information that are the property of Client and all copies or duplications thereof shall be delivered to Client by Engineer, if requested by Client, upon completion of Services. Engineer may retain one complete set of reproducible copies of all of its instruments of service.

ARTICLE 14
PERMITS AND LICENSES

Engineer represents to Client that it has and will maintain during the performance of the Services under this Agreement any permits or licenses which, under the regulations of federal, state, or local governmental authority, it may be required to maintain in order to perform the Services.

ARTICLE 15
ADHERENCE TO LAWS

Engineer shall adhere to federal, state, and local laws, rules, regulations, and ordinances applicable to performance of the Services hereunder including, without limitation, all applicable provisions of federal and state law relating to equal employment opportunity and non-discrimination.

ARTICLE 16
FORCE MAJEURE

Any delays in or failure of performance by Engineer or Client, other than the payment of money, shall not constitute default hereunder if and to the extent such delays or failures of performance are caused by occurrences beyond the reasonable control of Client or Engineer, as the case may be, including but not limited to, acts of God or the public enemy; compliance with any order or request of any governmental authority; fires, floods, explosion, accidents; riots, strikes or other concerted acts of workmen, whether direct or indirect; or any causes, whether or not of the same class or kind as those specifically named above, which are not within the reasonable control of Client or Engineer respectively. In the event that any event of force majeure as herein defined occurs, Engineer shall be entitled to a reasonable extension of time for performance of its Services under the affected Task Order.

ARTICLE 17
PROJECT DELAY

If a Task Order calls for provision of Services under a guaranteed maximum price, fixed fee, or stipulated lump sum basis and the Engineer's work on any phase of the Services is extended by one or more force majeure events or other delays not attributable in whole or in part to the fault of Engineer, then the guaranteed maximum price, fixed fee, or stipulated lump sum, as the case may be, shall be equitably adjusted.

ARTICLE 18
CONSTRUCTION PHASE SERVICES

If this Agreement includes the furnishing of any Services during the construction phase of the Project, the following terms will apply:

- A. If Engineer is called upon to observe the work of Client's construction contractor(s) for the detection of defects or deficiencies in such work, Engineer will not bear any responsibility or liability for such defects or deficiencies or for the failure to so detect. Engineer shall not review or manage the means, methods, techniques, sequences or procedures utilized by any construction contractor. Engineer shall not make inspections or reviews of the safety programs or procedures of the construction contractor(s), and shall not review their work for the purpose of ensuring their compliance with safety standards. The construction contractor(s) shall be solely responsible for construction safety.
- B. If Engineer is called upon to review submittals from construction contractors, Engineer shall review and approve or take other appropriate action upon construction contractor(s)' submittals such as shop drawings, product data and samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the contract documents. The Engineer's action shall be taken with such reasonable promptness as to cause no delay in the work while allowing sufficient time in the Engineer's professional judgment to permit adequate review. Review of such submittals will not be conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities or for substantiating instructions for installation or performance of equipment or systems designed by the construction contractor, all of which remain the responsibility of the construction contractor. The Engineer's review shall not constitute approval of safety precautions or of construction means, methods, techniques, sequences or procedures. The Engineer's approval of a specific item shall not indicate approval of an assembly of which the item is a component.
- C. Engineer shall not assume any responsibility or liability for performance of the construction services, or for the safety of persons and property during construction, or for compliance with federal, state and local statutes, rules, regulations and codes applicable to the conduct of the construction services.
- D. All services performed by others, including construction contractors and their subcontractors, shall be warranted only by such others and not by the Engineer.
- E. All contracts between Client and its construction contractor(s) shall contain broad form indemnity and insurance clauses in favor of Client and Engineer, in a form satisfactory to Engineer.

ARTICLE 19

GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon, without regard for its rules governing conflict of laws.

ARTICLE 20
NOTICES AND/OR COMMUNICATIONS

All notices and/or communications to be given under this Agreement shall be in writing and shall be addressed as follows:

To Engineer

Original to: Paul Woods
Position: City Engineer
Address: Jacobs Engineering Group Inc.

To Client

Original to: Adam Brown
Position: City Manager
Address: 444 SW 4th Street, Ontario,
OR 97914

Either party may, by written notice to the other, change the representative or the address to which such notices, certificates, or communications are to be sent.

Any notice required in writing hereunder shall be given by e-mail or by registered, certified, or first-class mail (postage required), addressed to the party at its address set forth above. Any required notice given by e-mail shall be confirmed by depositing a copy on the same day with the U.S. Post Office for transmission by registered, certified, or first-class mail in an envelope properly addressed. The postmark date of notices sent by mail (except for confirmatory notices) shall be the date of notice.

ARTICLE 21
WAIVER

Waiver by either party of any breach or failure to enforce any of the terms and conditions of this Agreement at any time shall not in any way effect, limit, or waive such party's rights thereafter to enforce and compel strict compliance with all the terms and conditions of this Agreement.

ARTICLE 22
SEVERABILITY

Any provision of this Agreement prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remaining provisions of this Agreement.

ARTICLE 23
ENTIRETY OF AGREEMENT

This Agreement constitutes the entire Agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations and discussions concerning the subject matter hereof.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective as of the date first above written.

ENGINEER:
JACOBS ENGINEERING GROUP INC.

By: _____

Title: _____

CLIENT:
CITY OF ONTARIO

By: _____

Title: _____

MASTER AGREEMENT FOR PROFESSIONAL SERVICES

TASK ORDER FORM

Effective Date _____ Task Order No. _____
Client Project No. _____ Engineer Project No. _____

This Task Order is entered into on the effective date noted above pursuant to the “Master Agreement for Professional Services” between CITY OF ONTARIO (“Client”) and JACOBS ENGINEERING GROUP INC. (“Engineer”), dated March 16, 2021 (“Agreement”). The Agreement is incorporated herein and forms an integral part of this Task Order.

[All blank spaces should be filled in. Use “N/A” where no other response is appropriate.]

Services Authorized

Client authorizes Engineer to perform the Services described in Exhibit A attached hereto and incorporated herein, which Exhibit A is marked with the above noted Task Order No. and consists of _____ page(s).

Pricing

_____ Time and Expense on the basis of Engineer’s costs, including overhead, plus 15 percent markup.

_____ Firm Fixed Price of \$ _____.

_____ Other (Describe): _____

Schedule

Services may commence on _____.

Services will cease by _____.

Other

CLIENT: CITY OF ONTARIO

JACOBS ENGINEERING GROUP INC.

By: _____

By: _____

MASTER AGREEMENT FOR PROFESSIONAL SERVICES

TASK ORDER FORM

Effective Date _____ Task Order No. 1

Task Order Name: Safe Route to School (SRTS) Program Design and Bidding Services

This Task Order is entered into on the effective date noted above pursuant to the "Master Agreement for Professional Services" between CITY OF ONTARIO ("Client") and JACOBS ENGINEERING GROUP INC. ("Engineer"), dated March 16, 2021 ("Agreement"). The Agreement is incorporated herein and forms an integral part of this Task Order.

Services Authorized

Client authorizes Engineer to perform the Services described in Exhibit A attached hereto and incorporated herein, which Exhibit A is marked with the above noted Task Order No. and consists of 3 page(s).

Pricing

Time and Expense on the basis of Engineer's costs, including overhead on labor, plus 15 percent markup.

Schedule

Services may commence on March 17, 2021.

Services will cease by November 1, 2022.

Other

The applicable sections of Grant Agreement for Safe Route to School (SRTS) Program (Grant No. 34475) between City of Ontario and Oregon DOT are incorporated into this Task Order.

CLIENT: CITY OF ONTARIO

JACOBS ENGINEERING GROUP INC.

By: _____

By: _____

Title: _____

Title: _____

Task Order 1: Safe Routes to School (SRTS)

ODOT Grant Project

Project Background

The City of Ontario (the City) recently applied for and was awarded a grant from Oregon Department of Transportation (ODOT) and the Safe Route to School (SRTS) Program. The SRTS project will install new attached and detached concrete sidewalks adjacent to existing streets, ADA pedestrian ramps for street crossings, and concrete curb and gutter demolition and replacement. The new improvements will be used by students and pedestrians for walking and biking to school. These routes were identified as high priority projects by the City of Ontario and School District Administrators because of their high use and required safety from traffic. This work will be executed by Jacobs Engineering Group Inc.

Scope of Work

This Scope of Work covers the project management, community outreach, planning memo, engineering design, and grant program reporting as required in the Agreement between the City of Ontario and ODOT. The work will be completed in three (3) separate project areas in (1) construction bid package as defined by the Grant Agreement (see SRTS Grant Exhibits attached).

- Project Area 1 – Alameda Drive, both sides of street, sidewalks, ADA crossings, SW14th St. to Frost Road.
- Project Area 2 – SW 12th St, both sides of street, sidewalk, ADA crossings, SW 12th Ave to College Green Drive.
- Project Area 3 – NW 6th Street, both sides of street, sidewalk gaps, ADA crossings, from May Roberts Elementary to W. Idaho Ave.

Activities:

1. Internal project kick-off meeting with local staff and project team to discuss project duties, deliverables, and schedule. This will be a one (1) hr virtual meeting with the City and Jacobs Manager and Lead Project Engineer.
2. Community Outreach – Includes one (1) mailer notification to residents surrounding the project site describing the project, anticipated work, project schedule, and the link to the project website. Jacobs will provide the letter to the City. The City will develop the distribution list / addresses and send out mailer notifications. The City will also coordinate with the Ontario School District to add a SRTS notification on their website.
3. Project Website. Jacobs will provide content, writeups, and email quarterly update messages for City's use in developing and maintaining project website by the City.
4. Field investigation – Site visit to photograph project area, take notes, and evaluate design and construction related considerations. Site investigation will be six (6) hrs including drive time and will be with the Jacobs Project Manager, Lead Project Engineer, and one (1) City Staff member.
5. Project planning will include a one (1) page memo to ODOT with one (1) figure that defines the final limits of the project and identify any changes to the Project based on field investigations and submitted to ODOT in accordance with the Project Schedule in the Grant Agreement.

6. Development of contract documents including design drawings and specifications at the 50%, 90%, and Final 100% design milestones. Documents will be provided to the ODOT and City for review.
7. Detailed construction cost estimate will be provided at the 50%, 90%, and 100% Final design milestones.
8. Bidding Services will be provided. Jacobs will submit the “Request for Bids” advertisement in the Argus newspaper. Jacobs will also post the bid package on one (1) electronic bidding website; QuestCDN will be used for electronic bidding. Jacobs staff will respond to questions and prepare addenda if needed. City Public Works will conduct the public bid opening. Jacobs will assist in evaluating Bids, and a Recommendation of Award will be developed and presented to Council. City Public Works will issue an Intent to Award to all bidders.
9. Project management to include managing budget and schedule, invoicing, and change management.
10. Grant Management – Jacobs will provide the City (Kari) with quarterly and end completion grant report updates with project hours and tasks completed in ODOT format throughout the duration of the project. Kari will submit the grant reports to the ODOT Grant Manager.

Assumptions:

1. Jacobs will conduct internal team meetings and quality control reviews.
2. One (1) site visit will be performed at 6 hours with one (1) design team member.
3. Project-specific Supplemental Specifications and details will be developed using the Idaho Standards for Public Works Construction (ISPWC) standard specifications and details in accordance with the City of Ontario.
4. Jacobs will not provide detailed design of any road widening projects.
5. Engineering drawings will be completed in AutoCAD.
6. Jacobs will maintain a correspondence with the electronic bidding agency. All submittals will be provided electronically and transmitted via email or File Transfer Protocol. Up to six (6) hard copies of the 100% Final design documents will be printed for staff use and delivered.
7. City Public Works will pay the fees associated with the “Request for Bid” advertisement posted in the Argus as an expense reimbursable by the City and outside of this scope.
8. Jacobs will address comments provided by the City. We assume that the City will manage all stakeholder review comments and that comments will be adjudicated, clarified, and comp into a single set of comments.
9. Hard copy drawings will be half size (11x17) and Final Bid Package will be letter size (8.5x11). An electronic copy will also be saved in the electronic filing system.
10. Construction management will be provided by the City. No services during construction are included in this proposal.
11. Topographic survey to obtain surface elevations of existing streets, sidewalks, irrigation ditches, utilities, and other existing surface features will be contracted separately by the City and are not included in this scope.
12. Right-of-way, boundary survey, corner records, and any required legal descriptions for obtaining sidewalk easements or additional right-of-way will be provided by the City.
13. Jacobs design efforts will drive right-of-way needs; The City will conduct negotiations with property owners and acquire sidewalk easements or additional right-of-way for construction of sidewalks and ADA curb ramp improvements.
14. City will develop a website for the project and provide updates through the project. No website development or modifications will be provided by Jacobs.

Compensation:

Total Project Fee for Management, Community Outreach, Design, and Bidding Services: \$56,500

Jacobs Engineering Group Inc.

City of Ontario

By: _____
Signature/Title

By: _____
Signature/Title

Date

Date

Attachments:

SRTS Grant Exhibits

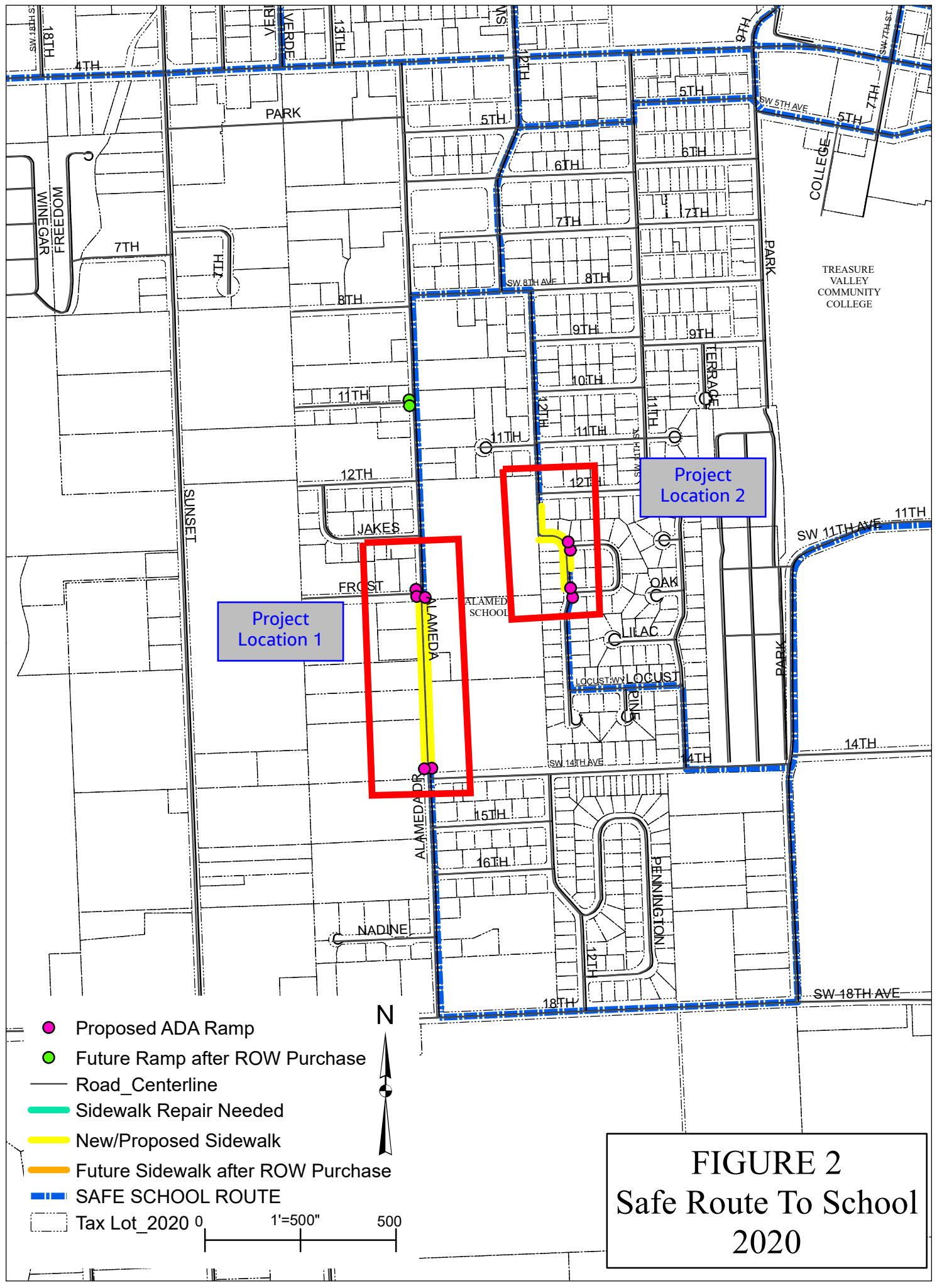
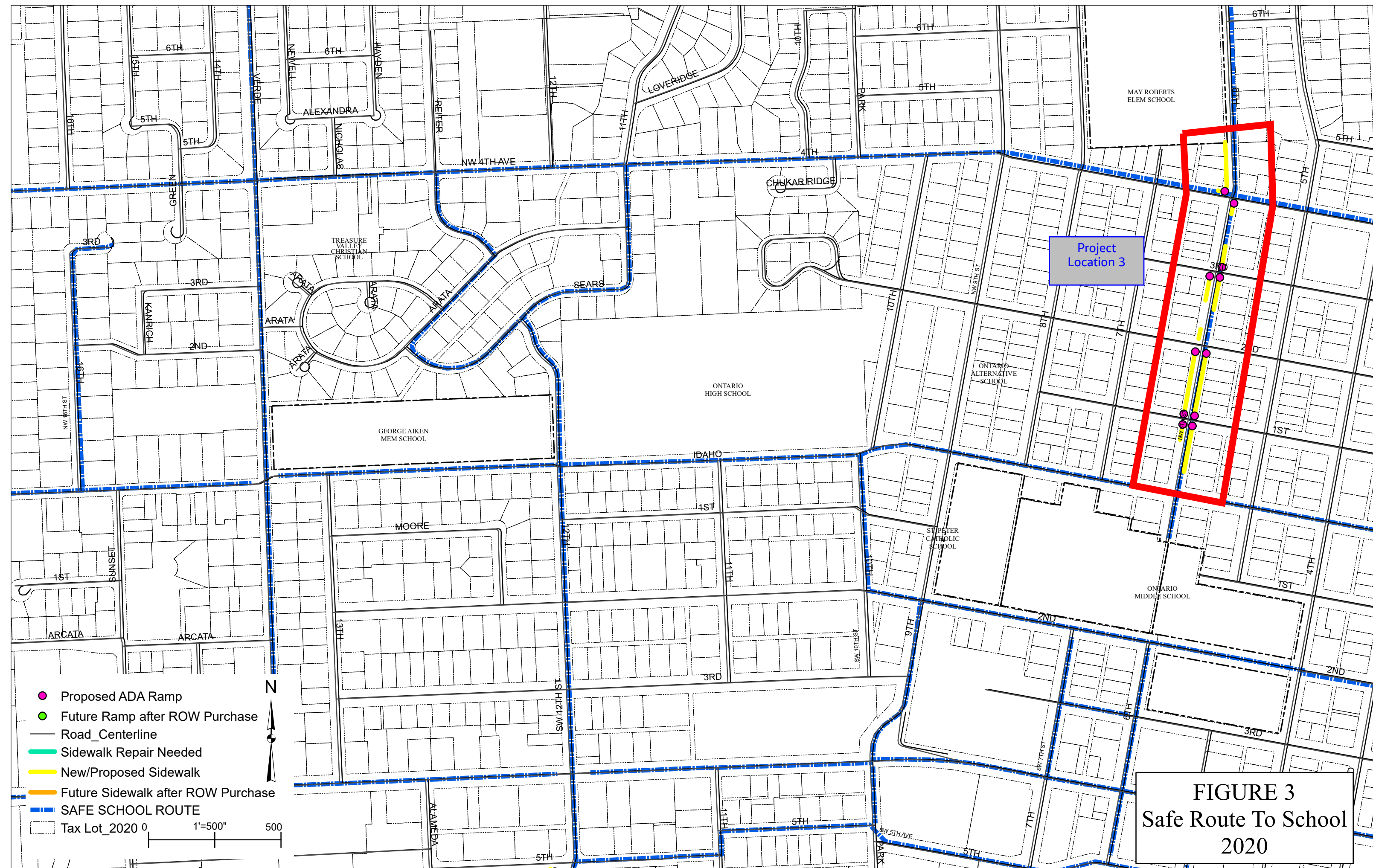


FIGURE 2
Safe Route To School
2020





**AGENDA REPORT
OLD BUSINESS
March 16, 2021**

To: Mayor and City Council

FROM: Paul Woods

THROUGH: Adam J. Brown, City Manager

**SUBJECT: SEWER LINE REPLACEMENT PROJECT - SERVICES DURING CONSTRUCTION
TASK ORDER**

DATE: March 10, 2021

PROPOSED MOTION:

I MOVE THE CITY COUNCIL APPROVE THE KELLER ASSOCIATES, INC. TASK ORDER FOR \$125,000 FOR SERVICES DURING CONSTRUCTION IN ASSOCIATION WITH THE COMMUNITY DEVELOPMENT BLOCK GRANT FOR SEWER REHABILITATION.

SUMMARY:

The City's Community Development Block Grant (CDBG) for sanitary sewer rehabilitation is ready for bidding and construction. To move the project through these phases, the City needs to secure engineering support. Keller Associates, Inc., an on-call engineer for the City of Ontario, designed the project and has provided the attached Task Order identifying a scope of work and fee to support the construction management phase of this project.

BACKGROUND:

Last summer, the City of Ontario was notified that it would be the recipient of a \$2.5M CDB Grant to support the rehabilitation of nearly 12,000 linear feet of aging sanitary sewer. Over the fall and winter, City staff have worked with State CDBG staff to secure a Grant Administrator, and to complete paperwork, processing, and public information needed prior to execution of the project and spending the grant funds. The project focuses on sanitary sewer identified as having high rates of inflow and infiltration in the SW quadrant of town, just north of TVCC and west of the railroad tracks.

CURRENT SITUATION:

The project is now ready for the bid and construction phases. To start that process, the City needs an engineering team to review submittals, construction work, testing information, pay applications, and coordinate with the Grant Administrator, Public Works Staff, and the archaeologist. Signing the Task Order will secure the services of Keller Associates, Inc. The City

Engineer has reviewed the Task Order and is comfortable with the Scope of Services and the fee established.

ANALYSIS:

- A. **STRATEGIC PLAN** The project meets the following goals of the City's Strategic Plan: Lifestyle, Education, Growth. By improving the existing sanitary sewer system, the City ensures a working system for its residents - this promotes the lifestyle that many residents enjoy - not needing to worry about their sewer! This effort also supports the City's regulatory compliance with the Oregon Department of Environmental Quality (DEQ) regarding the City's National Pollutant Discharge Elimination (NPDES) permit.

The CDBG has an education component to it and has had various opportunities for residents to learn about and provide comment on the project at hand. Lastly, by improving the sanitary sewer system, the City's opportunity to grow is greatly enhanced.

- B. **FINANCIAL** The City received a grant of \$2.5M but also has a matching amount requirement of \$350k. The City's budget includes the \$350k amount for this current FY21 - funds are available to cover the Keller Task Order of \$113,400. Staff recommends a 10% contingency and suggests a budget of \$125,000.
- C. **TIMING** To keep pace with the grant funding schedule, this project needs to proceed to bid and construction as soon as possible.
- D. **POLICY/LEGAL** Council approval is required.

ALTERNATIVES:

Not approving this Task Order would slow the process for bid and construction and potentially endanger the grant.

RECOMMENDATION:

Staff recommends Council approve the Keller Task Order including a 10% contingency for \$125,000 for Services During Construction for the CDBG Sanitary Sewer Rehabilitation Project.

ATTACHMENTS:

1. 2021 Sewerline Rehab CMS_KA_Ontario_Agmt_2021-3-5_with CBDG Forms

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: **Annual Sewer Line Replacement Project (Segment 4)-Bidding and Construction Phase** ("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 in Attachment A.

SCHEDULE: The Agreement shall commence on the above written date. Consultant anticipates completing the scope of work as outlined in Attachment A.

COMPENSATION:

Basic Services. As compensation for services to be performed by Consultant, the Owner will pay Consultant a lump sum amount of \$68,100 (Sixty-Eight Thousand One Hundred dollars) for Tasks 1-3 as described in Attachment A. The Owner will pay Consultant on a time and materials basis for Tasks 4 and 5 with an not to exceed amount (NTE) of \$45,300 (Forty-Five Thousand Three Hundred dollars) as described in Attachment A.

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

Signature: _____

Name: _____

Title: _____

Address: 444 SW 4th Street, Ontario,
Oregon 97914

Telephone: 541-881-3201

Date: _____

CONSULTANT KELLER ASSOCIATES, INC.:

Signature: _____

Name: Larry Rupp

Title: President

Address: 131 SW 5th Avenue,
Meridian, Idaho 83642

Telephone: 208-288-1992

Date: 3 - 1 - 2021

 Digitally signed by Larry S. Rupp
Date: 2021.03.01
10:13:02-07'00'

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 fee.

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.

Project Name: **Annual Sewer Line Rehabilitation Project (Segment 4)-Bidding and Construction Phase**

Consultant Company Address: Keller Associates, 131 SW 5th Ave, Ste A, Meridian, ID 83642

Consultant Project Manager: Justin Walker, PE (208.288.1992)

Date: February 5, 2021

PROJECT DESCRIPTION

The City of Ontario (Owner) desires to rehabilitate sections of sewer mains and ancillary disturbed water lines for the area designated as Segment 4 (highlighted gray) in the image below and detailed in the stamped construction plans dated April 20, 2020. The project involves a combination of open-cut, pipe burst, and cured-in-place pipe construction methodologies. This scope of work involves engineering services for the bidding and construction phases of the project.



Funding for the project is anticipated to come from an Oregon Community Block Development Grant (CDBG). Grant administration will be provided by others. This scope of work assumes a two-month period for project bidding and contracting and four months for construction, for a total six months. Consultant services are

described in further detail in the following sections.

CONSULTANT SERVICES

TASK 1: PROJECT MANAGEMENT

Consultant Responsibilities:

- 1.1. General Project Management. Provide general project administration services including contract administration, project accounting, progress reports, scheduling, and internal project administration.

Owner Responsibilities:

- Provide meeting space for project meetings, if in-person meetings are held. Otherwise, participate in on-line meetings.
- Provide requested information.

Assumptions:

- Project management budget assumes a project schedule of up to six months, including period for bidding and construction.

Deliverables:

- Monthly invoices.

TASK 2: SERVICES DURING BIDDING

Consultant Responsibilities:

- 2.1. Bidding Documents and Administration. Finalize bid documents by inserting dates for bidding process. Furnish the Owner an *Advertisement to Bid* form for publication in the local paper. Manage the bidding process including managing the plan distribution using digital QuestCDN process. Add CBDG bid insert documents and language. It is understood that CBDG will not trigger changes to the plans and technical specifications.
- 2.2. Pre-bid Meeting. Prepare for and conduct a pre-bid meeting with Contractors.
- 2.3. Addenda. Respond to bidder technical questions and prepare addenda content, if needed, during the bidding process to clarify, correct, or change the issued documents.
- 2.4. Bid Opening and Award. Attend bid opening. Review bidder qualifications and provide a recommendation for contract award to City.

Owner Responsibilities:

- Providing any legal review of bid documents and support of bid protests.
- Publish advertisement in local paper and pay for any advertising fees.
- Take action on Notice of Award, Construction Contract Agreement, and Notice to Proceed

Assumptions:

- This scope does not include adding new forms to the bid documents besides the CBDG bid inserts, modifying the bid schedule, or making substantive changes to the April 20, 2020 bid forms and technical specifications. No changes will be made to the drawings dated April 20, 2020.

Deliverables:

- Addenda and recommendation of award.
- Agenda for Pre-bid meeting.

TASK 3: CONSTRUCTION ADMINISTRATION SERVICES

Consultant Responsibilities:

- 3.1. Contract Documents. Incorporate addenda and prepare construction documents for distribution to City and Contractor. This is anticipated to include updating the construction drawings and attaching the addenda to the front of the contract documents.
- 3.2. Pre-construction Meeting. Conduct preconstruction meeting for successful Contractor. Prepare meeting agendas and minutes.
- 3.3. Submittals. Review contractors' submittals to check that proposed materials generally conform to the plans and specifications.
- 3.4. Requests for Information. Respond to requests for information and provide plan and specification clarification.
- 3.5. Pay Applications. Review and prepare recommendation for payment of pay applications from the Contractor.
- 3.6. Change Orders. Support in review of change orders and work change directives.
- 3.7. Construction Meetings. Conduct construction meetings with representatives from the Contractor and Owner including preparation of an agenda and meeting minutes. For budgeting purposes, weekly construction meetings for a period of 14-weeks are assumed.
- 3.8. Substantial Completion. Walk the project site at the conclusion of the project and develop a punch list.
- 3.9. Project Closeout Support. Assist with project closeout services.
- 3.10. Record Drawings. Upon completion of the Work, the Consultant shall compile for and deliver to the City a reproducible set of Record Documents, created by the Contractor. Record Drawings will include marked-up construction drawings, addenda, change orders and other data that show significant changes made during construction and will include the contractor's hand drawn redlines scanned into a final PDF document (should the City desire the electronic CAD files be updated, these can be provided as an additional service). Because these record documents are based on unverified information provided by other parties, the Consultant does not warrant the accuracy of the Record Drawings.

Owner Responsibilities:

- Provide public outreach services using information from the construction progress report prepared by the Consultant
- Timely responses to pay applications and change order proposals

Assumptions:

- Work will be performed by a single General Contractor.
- Contractor will furnish traffic control and erosion and sediment control plans.
- Contractor will develop and be solely responsible for any required bypass pumping based on the project constraints.
- Material testing services such as soil compaction, concrete, and asphalt, will be provided by the Contractor. Contractor shall also be responsible for specialty inspection services as outlined in the contract documents.
- Consultant will not supervise, direct, or have control over the Contractor's work. Contractor will have sole responsibility for the means, methods, jobsite safety and for performing work in accordance with the contract documents.
- No operations and maintenance manual is anticipated with this project.

Deliverables:

- Construction meeting agendas
- Submittal reviews
- Responses to RFIs, change orders, and pay applications
- Punchlist and project close-out documentation
- Record drawings

TASK 4: CONSTRUCTION OBSERVATION SERVICES

Consultant Responsibilities:

- 4.1. Construction Observation. Conduct intermittent construction observation of Contractor's work. Construction observation is not intended to be an exhaustive check or a detailed inspection of the Contractor's work but rather are to allow the Consultant to become familiar with the work in progress and to assess, in general, if the work is proceeding in accordance with the contract documents. Based on these observations, the Consultant shall keep the Owner informed about the progress of the work and shall endeavor to guard the Owner against deficiencies in the work.

Assumptions:

- On average, three (3) 8-hour days of construction observation by a single Consultant representative per week for 14 weeks has been assumed for budgeting purposes.

Deliverables:

- Construction observation logs.

TASK 5: ADDITIONAL SERVICES

Consultant Responsibilities:

- Coordination with Cultural Specialist and Grant Administrator Coordination. Provide engineering support for complying with cultural preservation and grant criteria requirements. For budgeting purposes, \$5,000 has been assumed.

Owner Responsibilities:

- Contract directly with cultural specialist and grant administrator.

SCHEDULE

Consultant anticipates the following project schedule. The number of days associated with each of the tasks are approximate and assume timely delivery of requested information. Actual schedule may vary:

- Contract authorization and notice to proceed – February 2021.
- Bidding and Contracting – Feb/Mar 2021.
- Notice to Proceed for Construction – Apr 2021
- Substantial Completion – July 2021
- Final Completion – August 2021

COMPENSATION

As compensation for services to be performed by Consultant, the Owner will pay Consultant in accordance with the table below. For time and materials tasks, compensation will be according to the Consultant's standard billing rates updated annually in January.

Task	Terms	Amount
Task 1 – Project Management	LS	\$9,200
Task 2 – Services During Bidding	LS	\$13,300
Task 3 – Construction Administration	LS	\$45,600
Task 4 – Construction Observation Services	T&M	\$40,300
Task 5 – Additional Services	T&M	\$5,000
Total Cost		\$113,400

LS = Lump Sum; T&M = Time and Material

Required Federal Contract Clauses

Use for **Non-Construction** Contracts Where the Grant Award **Exceeds \$100,000**

1. Source of Funds

“Work under this contract will be funded [in part/in its entirety] with federal grant funds from the Oregon Community Development Block Grant program.”

2. Conflict of Interest

No employee, agent, consultant, officer, elected official or appointed official of the city or county grant recipient or any of its sub-recipients (sub-grantees) receiving CDBG funds who exercise or have exercised any functions or responsibilities with respect to CDBG activities who are in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from the activity or have an interest or benefit from the activity or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds there under, either for themselves or those with whom that have family or business ties, during their tenure or for one year thereafter, in accordance with 24 CFR Part 570.489(h).

3. Minority, Women and Emerging Small Business (*Instruction: Include if contract is \$10,000 or more*)

Before the final payment to Contractor is made, Contractor shall submit the attached “Minority, Women and Emerging Small Business Activity Report”.

4. Section 3 - Economic Opportunities for Low- and Very Low-Income Persons (This clause is applicable only if the Community Development Block Grant exceeds \$100,000 the funded activity leads to construction i.e. engineering, program management etc.)

- A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3 shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this contract agree to comply with HUD’s regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers’ representative of the contractor’s commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any

subcontractor where the contractor has notice or knowledge that the subcontractor has been in violation of the regulations in 24 CFR part 135.

- E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations in 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.
- F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD-assisted contracts.
- G. Contractor shall complete the required Section 3 report Form 60002, included as Exhibit 5C of the CDBG Grant Management Handbook and submit the completed form to the city / county grant recipient with the final construction pay estimate for the project.

5. Prohibition on the Use of Federal Funds for Lobbying

As evidenced by execution of this contract, Contractor certifies, to the best of their knowledge and belief that:

CERTIFICATION REGARDING LOBBYING

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

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

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

Signed (Contractor)

Larry S. Rupp

Digitally signed by Larry S. Rupp
Date: 2021.03.05 11:06:48-07'00'

Title / Firm

Keller Associates, Inc.

Date

March 5, 2021

Activity Report

Minority Women and Emerging Small Business

The **report** on the following page is to be completed by grantees, developers, sponsors, builders, agencies, and/or project owners for reporting contract and subcontract activities of \$10,000 or more under the following programs: Community Development Block Grants (entitlement and small cities); Urban Development Action Grants; Housing Development Grants; Multi-family Insured and Noninsured; Public and Indian Housing Authorities; and contracts entered into by recipients of CDBG rehabilitation assistance.

Contracts / subcontracts of less than \$10,000 need be reported only if such contracts represent a significant portion of your total contracting activity. Include only contracts executed during this reporting period.

This form has been modified to capture Section 3 contract data in columns 7g and 7i. Section 3 requires that the employment and other economic opportunities generated by HUD financial assistance for housing and community development programs shall, to the greatest extent feasible, be directed toward low- and very low-income persons, particularly those who are recipients of government assistance for housing. Recipients using this form to report Section 3 contract data must also use Part I of form HUD 60002 to report employment and training opportunities data. Form HUD 2516 is to be completed for public and Indian housing and most community development programs. Form HUD 60002 is to be completed by all other HUD programs including State administered community development programs covered under Section 3.

A Section 3 contractor / subcontractor is a business concern that provides economic opportunities to low- and very low-income residents of the metropolitan area (or non-metropolitan county), including a business concern that is 51 percent or more owned by low- or very low-income residents; employs a substantial number of low- or very low-income residents; or provides subcontracting or business development opportunities to businesses owned by low- or very low-income residents. Low- and very low-income residents include participants in Youthbuild programs established under Subtitle D of Title IV of the Cranston-Gonzalez National Affordable Housing Act.

The terms “low-income persons” and “very low-income persons” have the same meanings given the terms in section 3(b)(2) of the United States Housing Act of 1937. Low-income persons mean families (including single persons) whose incomes do not exceed 80 per centum of the median income for the area, as determined by the Secretary, with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 80 per centum of the median for the area on the basis of the Secretary’s findings that such variations are necessary because of prevailing levels of construction costs or unusually high or low-income families. Very low-income persons means low-income families (including single persons) whose incomes do not exceed 50 per centum of the median family income for the area, as determined by the Secretary with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 50 per centum of the median for the area on the basis of the Secretary’s findings that such variations are necessary because of unusually high or low family incomes.

1. Grantee/Project Owner/Developer/Sponsor/Builder/Agency										2. Location (City, State, ZIP Code)				
3a. Name of Contact Person						3b. Phone Number (Including Area Code)				6. Date Submitted				
See Explanation of Codes below														
7a.	7b.	7c.	7d.	7e.	7f.	7g.	7h.	7i.	7j.					
									Name	Street	City	State	Zip Code	

7c. Type of Trade Codes: <table style="width: 100%;"> <tr> <td>1 = New Construction</td> <td>6 = Professional</td> </tr> <tr> <td>2 = Substantial Rehabilitation</td> <td>7 = Tenant Services</td> </tr> <tr> <td>3 = Repair</td> <td>8 = Education / Training</td> </tr> <tr> <td>4 = Service</td> <td>9 = Architectural / Engineering Appraisal</td> </tr> <tr> <td>5 = Project Management</td> <td>0 = Other</td> </tr> </table>	1 = New Construction	6 = Professional	2 = Substantial Rehabilitation	7 = Tenant Services	3 = Repair	8 = Education / Training	4 = Service	9 = Architectural / Engineering Appraisal	5 = Project Management	0 = Other	7d. Racial / Ethnic Codes: <table style="width: 100%;"> <tr> <td>1 = White Americans</td> <td>4 = Hispanic Americans</td> </tr> <tr> <td>2 = Black Americans</td> <td>5 = Asian / Pacific Americans</td> </tr> <tr> <td>3 = Native Americans</td> <td>6 = Hasidic Jews</td> </tr> </table>	1 = White Americans	4 = Hispanic Americans	2 = Black Americans	5 = Asian / Pacific Americans	3 = Native Americans	6 = Hasidic Jews
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Activity Report

Explanation of Codes

1. Grantee: Enter the name of the unit of government submitting this report.

3. Contact Person: Enter name and phone of person responsible for maintaining and submitting contract / subcontract data.

7a. Grant Number: Enter the HUD Community Development Block Grant Identification Number (with dashes). For example: B-32-MC-25-0034. For Entitlement Programs and Small City multi-year comprehensive programs, enter the latest approved grant number.

7b. Amount of Contract / Subcontract: Enter the dollar amount rounded to the nearest dollar. If subcontractor ID number was provided in 7f, the dollar figure would be for the subcontract only and not for the prime contract.

7c. Type of Trade: Enter the numeric codes (see table below) which best indicates the contractor's / subcontractor's service. If subcontractor ID number was provided in 7f, the type of trade code would be for the subcontractor only and not for the prime contractor. The "other" category includes supply, professional services and all other activities except construction and education / training activities.

7d. Business Racial / Ethnic Code: Enter the numeric code (see table below) which indicates the racial / ethnic character of the owner(s) and controller(s) of 51% of the business. When 51% or more is not owned and controlled by any single racial / ethnic category, enter the code that seems most appropriate. If the subcontractor ID number was provided, the code would apply to the subcontractor and not to the prime contractor.

7e. Woman Owned Business: Enter Yes or No.

7f. Contractor Identification (ID) Number: Enter the Employer (IRS) Number of the Prime Contractor as the unique identifier for prime recipient of HUD funds. Note that the Employer (IRS) Number must be provided for each contract / subcontract awarded.

7g. Section 3 Contractor: Enter Yes or No.

7h. Subcontractor Identification (ID) Number: Enter the Employer (IRS) Number of the subcontractor as the unique identifier for each subcontract awarded from HUD funds. When the subcontractor ID Number is provided, the respective Prime Contractor ID Number must also be provided.

7i. Section 3 Contractor: Enter Yes or No.

7j. Contractor / Subcontractor Name and Address: Enter this information for each firm receiving contract / subcontract activity only one time on each report for each firm.



**AGENDA REPORT
NEW BUSINESS
March 16, 2021**

To: Mayor and City Council

FROM: Paul Woods

THROUGH: Adam J. Brown, City Manager

SUBJECT: RESOLUTION #2021-108: TAPADERA LIFT STATION IMPROVEMENTS - DESIGN TASK ORDER

DATE: March 9, 2021

PROPOSED MOTION:

I MOVE THE CITY COUNCIL APPROVE RESOLUTION #2021-108, A RESOLUTION AWARDED THE KELLER ASSOCIATES, INC TASK ORDER FOR TAPADERA LIFT STATION UPGRADES AND APPROPRIATING \$58,000.

SUMMARY:

The Tapadera Lift Station needs to be improved to accommodate the significant flow increase from growth and development around E. Idaho. In particular, the Nascosto Affordable Housing project, which is planned to move forward this spring, is located at the site of the lift station. The attached Task Order will provide engineering design to properly size the wetwell and pumping system to handle increased flows to the Tapadera collection area.

BACKGROUND:

The Tapadera Lift Station was constructed in the 1970's to generally serve the development east of I-84. In 2011, age-related improvements were made to the system including replacement of submersible pumps, wetwell rehabilitation, electrical improvements, fittings, and valve replacement. No modifications were made to accommodate or change capacity.

CURRENT SITUATION:

At this time, the Nascosto Affordable Housing Project is planning to break ground in the spring of 2021. The project adds a multi-family unit project for 70 families in the NE quadrant of the City. The project sits north of NE 3rd Ave between what would be about NE 11th Street to just west of Goodfellow.

The lift station has been operational but is functional at full capacity.

The addition of the Nascosto project will increase the volume of flow to the Lift Station beyond the system operating capacity. Now is the time to make improvements to the Tapadera Lift Station and secure adequate space in the surrounding lot to serve the Lift Station needs.

ANALYSIS:

- A. **STRATEGIC PLAN** This project fulfills the strategic goals of Desirability and Growth. Improvements to the Lift Station will result in a community with adequate sanitary sewer capacity - a desirable situation for any family moving in. Most significantly, the project supports the goal of growth by increasing lift station capacity to accommodate the Nascosto project volume as well as future growth in the area.
- B. **FINANCIAL** The current FY21 budget does not accommodate the design or construction of the Tapadera Lift Station Improvements. Budget has been identified for the coming FY22 and staff is requesting that the design funds be brought forward to the current year to accommodate the pace of development. The budget committee approved the funding of the project with the budget approval. The Keller PO is developed for \$52,900, but we recommend including a 10% contingency to bring the budget to \$58,000. Funds will come from the Wastewater Fund.
- C. **TIMING** To keep pace with development, staff is urging that this effort be approved immediately.
- D. **POLICY/LEGAL** Council approval is required to modify the budget and move funds forward.

ALTERNATIVES:

The Council could decide not to move funds into the current year and the design would be delayed until July.

Or the Council could decide not to fund the project at all, which might result in the loss of the Nascosto project or other action by the project.

RECOMMENDATION:

Staff recommends the approval of Resolution #2021-108 regarding \$58,000 to allow Keller Associates, Inc. to begin immediate work on the upgrade of the Tapadera Lift Station to accommodate the Nascosto flows and other potential future flows in the NE collection basin.

ATTACHMENTS:

- 1. Ontario Tapadera LS Upgrades_KA_Ontario_Agmt Package_2021-3-1
- 2. Resolution #2021-108 Tapadera Lift Station

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: **Tapadera Lift Station Upgrades** ("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 in Attachment A.

SCHEDULE: The Agreement shall commence on the above written date. Consultant anticipates completing the scope of work as outlined in Attachment A.

COMPENSATION:

Basic Services. As compensation for services to be performed by Consultant, the Owner will pay Consultant a lump sum amount of \$41,400 (Forty-One Thousand Four Hundred dollars) for Tasks 1-2 as described in Attachment A. The Owner will pay Consultant on a time and materials basis for Tasks 8 and 9 with an estimated budget of \$11,500 (Eleven Thousand Five Hundred dollars) as described in Attachment A.

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: Larry Rupp
Title: President
Address: 131 SW 5th Avenue,
Meridian, Idaho 83642
Telephone: 208-288-1992
Date: 3-2-2021

Digitally signed by Larry S.
Rupp
Date: 2021.03.02
15:59:38-07'00'

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 fee.

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.

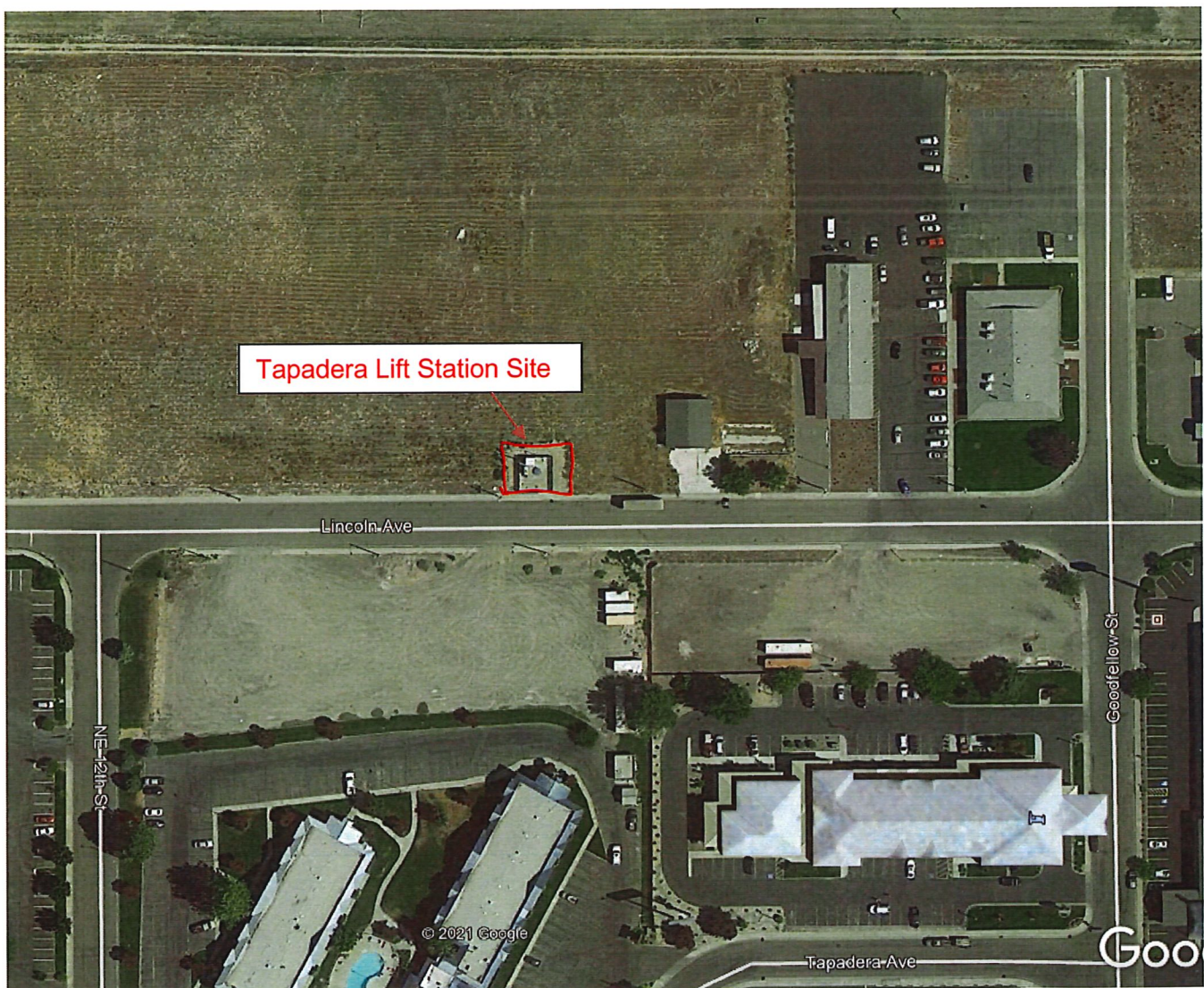
Joint Drafting: The Parties expressly agree that this Agreement was jointly drafted, and that they both had opportunity to negotiate its terms and to obtain the assistance of counsel in reviewing its terms prior to execution. Therefore, this Agreement shall be construed neither against nor in favor of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

Attachment A

**CITY OF ONTARIO
TAPADERA LIFT STATION UPGRADES
SCOPE OF WORK**

PROJECT DESCRIPTION

City of Ontario, Oregon ("Owner") has contracted with Keller Associates ("Consultant") to provide lift station planning and design engineering services to upgrade the Tapadera lift station. Lift station upgrades are anticipated to include expanding the lift station design flow capacity which may include upsizing pumps, electrical gear, and/or constructing a new wet well with associated yard piping on the lift station site. Project improvements are not expected to include force main modifications off the lift station site. The project is expected to be constructed with local funds, so no funding support and grant administration are desired. Additional property acquisition or easements are expected; the size of which will be determined in the preliminary design phase of the project. No above-ground structures are planned for the project. The construction delivery approach for this project will be design-bid-build. The project need is in part being triggered by a pending 70-unit development on the property around the lift station. No environmental permitting will be provided.



Consultant's services are limited to those services outlined in the following scope of work.

SCOPE OF WORK

TASK 1: PROJECT MANAGEMENT

Consultant Responsibilities:

- 1.1. General Project Management. Provide general project administration services including contract administration, project accounting, progress reports, scheduling, and internal project administration.
- 1.2. Kickoff Meeting. Participate in a project kickoff meeting. Prepare agenda and minutes. The purpose of this meeting will be to determine Owner support team, review the overall project schedule including major milestones and meetings, review objectives of the design, discuss available data and published materials that will be made available by the Owner, and review process for deliverables including process for Owner review and approval.
- 1.3. Request for Information. Prepare initial request for information for data to be used in the design process.

Owner Responsibilities:

- Provide meeting space for project meetings. Provide advertising as needed.

Assumptions:

- Project management budget assumes a project schedule of up to 4 months through final design with an additional 2 months for bidding and award support.
- Project is being funded by the following entities: Local Funds

Deliverables:

- Monthly invoices and project update summaries.
- Kickoff meeting agendas and minutes.
- Request for information.

TASK 2: PHASE 1 ENGINEERING SERVICES

Consultant Responsibilities:

- 2.1. Analysis of Existing Facilities and Conditions. Evaluate historical flow data including pump run-time and 48 hours of continuous flow data at the lift station. Use data to quantify the influent average day, peak day, and peak hour flow conditions at lift station. Using aerial imagery, quantify the number and type of connections serviced by the Tapadera Lift Station. Calculate the existing flows per equivalent dwelling unit and compare to the flows in the most recent wastewater master plan. One of these two will be used for the flow projections. A separate flow study is not anticipated.

Consult with Owner operators to establish the current lift station operating conditions and sequencing. Assess existing wet well capacity and dual 6-inch and 10-inch force main operational conditions including scour velocity, actual flow velocity, and recommended maximum flow capacity.

- 2.2. Design Criteria and Future Conditions. Document design criteria that will serve as basis for design. Using available topographic contours, aerial imagery, and land use maps (furnished by Owner), determine future build-out service area and flow conditions including the pending 70-unit development. Develop recommended wet well, pump, and electrical gear sizing. If the force main capacity determined in Task 2.1 results in higher than recommended velocities and/or headlosses based on existing or future flows then provide a recommendation for possible upgrade. This assessment does not include developing or exercising a hydraulic model for existing or future conditions. If a hydraulic model is determined to be recommended then it would be an additional task. Develop recommended wet well sizing and force main utilization to satisfy flow conditions. Provide limited coordination with proposed 70-unit development and City to quantify additional property needs and proposed project footprint location.

- 2.3. Surveying. Provide topographic surveying on the existing lift station and a 65-foot swath north, west, and east of the existing site for a possible site expansion. Topographic survey will include existing visible structures, marked utilities, and observed features, such as existing structures, fencing, sidewalks, and roadways. Consultant will use survey information to prepare a base map for the site. Survey will use NADV 88 Vertical Datum and local horizontal datum. Establish three or four benchmarks for future design reference.

Once the proposed lift station site has been agreed upon by the Owner and adjacent property owner, Consultant will prepare a single legal description and exhibit for easement acquisition. Owner will be responsible for the front-end easement agreement, easement negotiations, and recording.

- 2.4. Geotechnical Investigation.

- a. Consultant will utilize the services of Altas (formerly MTI) to complete a geotechnical investigation for the proposed lift station site in accordance with the terms of the Professional Services Proposal dated February 10, 2021.

- 2.5. Site Layout. Develop concept design showing site civil layout and expanded lift station orientation on the selected site. Concept to include general grading concepts and reflect considerations for proposed lift station facility dimensions.

- 2.6. Electrical and Controls. Coordinate with Owner and power utility to identify power constraints and Owner SCADA communication preferences. Prepare one-line diagram for power and a narrative describing the communication strategy and objectives for new facilities.

- 2.7. Cost Estimate. Provide an opinion of probable cost for the project.

- 2.8. Workshop Meeting. Meet with Owner to review site layout and proposed facilities.

- 2.9. Prepare PER. Prepare brief draft PER. Submit to Owner and Oregon Department of Environmental Quality (DEQ) for review.

- 2.10. Final PER. Address Owner and DEQ comments and submit final report for approval.

Owner Responsibilities:

- Provide input on lift station design criteria and preferred layout.
- Provide coordination on additional property needed through the development plan review process.
- Provide concurrence on the location of the geotechnical investigation; assist in pre-marking locations for test pits / boring.
- Review and comment on the PER.
- Secure permission from property owner for access to complete surveying and geotechnical field investigations.
- Legal review, negotiations, recording, and preparation of easement agreement.

Assumptions:

- Power is readily available and located adjacent to the site.
- Improvements will not include any new above-ground structures.
- Radio path survey, if required, will be provided by others or completed as an additional service.

Deliverables:

- Topographic base map.
- Legal description and exhibit for easement acquisition.
- Geotechnical report.
- Agenda and minutes for Workshop Meeting.
- Draft and Final PER.

TASK 3: FINAL DESIGN

Consultant Responsibilities: To be Determined

Owner Responsibilities: To be Determined

Assumptions: To be Determined

Deliverables: To be Determined

TASK 4: SERVICES DURING BIDDING

Consultant Responsibilities: To be Determined

Owner Responsibilities: To be Determined

Assumptions: To be Determined

Deliverables: To be Determined

TASK 5: CONSTRUCTION PHASE SERVICES

Consultant Responsibilities: To be Determined

Owner Responsibilities: To be Determined

Assumptions: To be Determined

Deliverables: To be Determined

TASK 6: CONSTRUCTION OBSERVATION SERVICES

Consultant Responsibilities: To be Determined

Owner Responsibilities: To be Determined

Assumptions: To be Determined

Deliverables: To be Determined

TASK 7: PROJECT CLOSEOUT

Consultant Responsibilities: To be Determined

Owner Responsibilities: To be Determined

Assumptions: To be Determined

Deliverables: To be Determined

TASK 8: DOWNSTREAM FLOW MONITORING AND CAPACITY ANALYSIS (ADDITIONAL SERVICES):

The pressure mains from the Tapadera lift station discharge into gravity sewerlines that run to the NW 8th Avenue lift station which pumps flow to the wastewater treatment. The Consultant will identify the location of for placement of up to three flow monitoring devices. The devices will be furnished by the Consultant but installed and uninstalled by the Owner's personnel under the direction of the Consultant. Flow monitoring devices will be left in place for approximately two weeks to gather continuous flow data. Consultant and Owner will coordinate on downloading data from flow monitoring devices. Once complete, Consultant will analyze the flow monitoring data and compare observed peak hour flows to published flow capacity of the NW 8th Ave lift station pumps and gravity sewer mains downstream of the Tapadera lift station. This task does not include completing hydraulic modeling or conducting a hydraulic analysis of the existing sewer lines or the NW 8th Ave

lift station.

It is noted that the Owner has directed the Consultant to proceed with the design of the Tapadera lift station upgrades as the highest priority. The services in Task 8 are contemplated to happen concurrent with the final design or construction of the Tapadera lift station upgrades. If flow monitoring data triggers changes in the lift station and force main design, Consultant will be eligible for additional compensation to facilitate changes.

TASK 9: MANAGEMENT RESERVE (ADDITIONAL SERVICES):

From time to time the Owner may have additional tasks related to the project or additional tasks may be encountered that are not identified in this scope of work. For these instances, a time and material budget is established in order for Consultant to complete the additional services. A Management Reserve in the amount of \$5,000 is incorporated into this agreement to allow Owner Staff to authorize Additional Services if needed. The scope, schedule and budget for such items will be agreed upon in writing before the work is completed.

ADDITIONAL SERVICES (not included in scope of work)

- Special use permits, public hearings, environmental information or public meetings will not be required.
- Additional professional time for correspondence, meetings, due to an Owner initiated change in the project design, and/or project support above and beyond that described is considered an additional service.
- Public outreach or stakeholder outreach support
- Power utility rebate support
- Bond election or judicial confirmation support
- Environmental investigations and permitting services
- Funding administration
- Construction staking, pot holing/ profiling
- Project site tours
- Multiple bid schedules and design packages
- Surge analysis on pressure mains
- Completion of the warranty walkthrough 11-months after the issuance of Substantial Completion to the Contractor

SCHEDULE

Consultant anticipates the following project schedule. The number of days associated with each of the tasks are approximate and assume timely delivery of requested information. Actual schedule may vary:

Task	Schedule	Comments
Task 2 – Phase 1 Engineering Report Submittal	60 days	Phase 1 Engineering Report will be submitted to Owner within 60 days from receiving Notice to Proceed from Owner.
Task 3 – 50% Design Complete	TBD	50% Design Plans will be completed within TBD after receiving PER approval from DEQ.
Task 3 – 90% Design Complete	TBD	90% Design Plans will be completed within TBD after receiving Owner comments from the 50% review design meeting.
Task 3 – 100% Design Submission to Agency	TBD	100% Design Plans and Specifications will be completed and submitted to Agency within TBD after receiving Owner comments from the 90% review design meeting.

COMPENSATION

As compensation for services to be performed by Consultant, the Owner will pay Consultant as described in the following table. The total authorized budget amount shall not be exceeded without written authorization from the Owner. For time and materials tasks, compensation will be according to the Consultant's standard billing rates updated annually in January. Lump sum amounts shall include all costs for direct labor, indirect labor, overhead, reimbursable expenses, equipment, travel, per diem, and fixed fees.

Task	Type	Amount
Task 1 – Project Management	LS	\$6,700
Task 2 – Phase 1 Engineering Services	LS	\$34,700
Task 3 – Final Design	LS	TBD
Task 4 – Services During Bidding	LS	TBD
Task 5 – Construction Phase Services	LS	TBD
Task 6 – Construction Observation Services	T&M	TBD
Task 7 – Project Closeout	LS	TBD
Task 8 – Downstream Flow Monitoring and Capacity Analysis (Additional Services)	T&M	\$6,500
Task 9 – Management Reserve (Additional Services)	T&M	\$5,000
Total Cost		\$52,900

LS = Lump Sum T&M = Time and Materials



RESOLUTION #2021-108

**A RESOLUTION TO AWARD KELLER ASSOCIATIONS, INC TASK ORDER FOR
TAPADERA LIFT STATION UPGRADES AND APPROPRIATING \$58,000**

WHEREAS, The Tapadera Lift Station need some upgrades to update the lift station and increase the volume of flow; **and**

WHEREAS, A multi-family housing unit project for 70 families in the NE quadrant of the City is creating urgency with this project; **and**

WHEREAS, The City Council would like to award the task order to Keller Associates; **and**

WHEREAS, The City desires to modify the 2020-2021 budget in order to appropriate the funding.

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
SEWER FUND				
110-165-871000	Operating Contingency	\$2,617,630	(\$58,000)	\$2,559,630
110-165-719325	Tapadera Lift Station	\$ -	\$58,000	\$58,000

EFFECTIVE DATE: Effective immediately upon passage.

PASSED AND ADOPTED by the City Council of the City of Ontario this 16th day of March, 2021, by the following vote:

AYES:

NAYES:

ABSENT:

APPROVED by the Mayor this 16th day of March, 2021.

Riley J. Hill, Mayor

ATTEST:

Tori Barnett, MMC, City Recorder



**AGENDA REPORT
NEW BUSINESS
March 16, 2021**

To: Mayor and City Council

FROM: Steven Romero, Police Chief

THROUGH: Adam J. Brown, City Manager

SUBJECT: LIQUOR LICENSE APPLICATION – KS FOOD AND SPIRITS LLC (ELEMENTAL)

DATE: March 10, 2021

PROPOSED MOTION:

I MOVE THE CITY COUNCIL APPROVE THE FULL ON-PREMISES, COMMERCIAL LIQUOR LICENSE APPLICATION FOR KS FOOD AND SPIRITS LLC.

SUMMARY:

KS Food and Spirits LLC, under trade name Elemental, located at 490 East Lane Suite 1, Ontario, Oregon completed the “New Outlet Full On-Premises Commercial” liquor license sales through the Oregon Liquor Control Commission.

All necessary paperwork has been approved through the Oregon Liquor Control Commission office and is awaiting approval through the Ontario City Council.

BACKGROUND:

Elemental, located at 490 East Lane Suite 1, Ontario, Oregon, under the ownership of KS Food and Spirits LLC, has applied for a Full On-Premises Commercial Sales liquor license.

A criminal record review was completed on LLC owner/manager Kishi Stice. The record returned meeting state and local requirement. The application forms have been filled out appropriately and required fees have been paid. All permit and license requirements have been met through the Oregon Liquor Control Commission as well as through the City of Ontario Planning Department.

CURRENT SITUATION:

KS Food and Spirits LLC, known as Elemental, is requesting to add the sale of alcohol to their establishment. To obtain this privilege, the Oregon Liquor Control Commission requires KS Food and Spirits LLC to complete the “New Outlet – Full On-Premises Commercial sales” application. Once this step is completed, the location will have the necessary license which

will require renewal on a yearly basis.

ANALYSIS:

- A. **STRATEGIC PLAN** This meets the Council's adopted Strategic Plan for Lifestyle and Growth. Under Lifestyle, with the approval of this license, Elemental will offer a new bar style amenity that supports DJ based music and area for dancing. Live band nights may be hosted as well. Elemental also has the potential to bring more visitors to the city creating additional revenue which supports the Strategic Plan goal for growth.
- B. **FINANCIAL** There is no financial impact for this action.
- C. **TIMING** Approval required prior to allowing the sale of alcohol at this location.
- D. **POLICY/LEGAL** All legal steps have been followed to completion, with no negative feedback.

ALTERNATIVES:

Not approve the license application.

This has no true effect on the process, as the Oregon Liquor Control Commission may take the city's objections to the action into consideration but are not obligated to do so. They are the ultimate authority on the issuance of the license.

RECOMMENDATION:

Staff recommends that the City Council approve the full on-premises commercial liquor license for KS Food and Spirits LLC.

ATTACHMENTS:

None



**AGENDA REPORT
PUBLIC HEARING
March 16, 2021**

To: Mayor and City Council

FROM: Dan Cummings, Community Development Director

THROUGH: Adam J. Brown, City Manager

SUBJECT: ORDINANCE #2788-2021: ACCEPTANCE OF PRIVATE PROPERTIES AS PUBLIC RIGHT OF WAYS FOR PUBLIC STREETS - FIRST/SECOND READING BY TITLE ONLY AND DECLARING AN EMERGENCY

DATE: March 9, 2021

PROPOSED MOTION:

I MOVE THE CITY COUNCIL ADOPT ORDINANCE #2788-2021, AN ORDINANCE ACCEPTING CERTAIN TERRITORY AS CITY OF ONTARIO STREET RIGHT OF WAYS AND AS PUBLIC STREETS, ON FIRST READING BY TITLE ONLY AND DECLARING AN EMERGENCY.

I MOVE THE CITY COUNCIL WAIVE THE SECOND READING OF ORDINANCE #2788-2021, AN ORDINANCE ACCEPTING CERTAIN TERRITORY AS CITY OF ONTARIO STREET RIGHT OF WAYS AND AS PUBLIC STREETS, ON SECOND READING BY TITLE ONLY AND DECLARING AN EMERGENCY.

SUMMARY:

The city, in cooperation with property owners, is completing the extension of South Goodfellow Street and the North portion of SE 5th Avenue. The new street right of ways were required to be granted to establish right of way for South Goodfellow Street to meet connectivity requirements of the City Code and the widening of SE 5th Avenue for future development of the lands adjacent thereto.

BACKGROUND:

The city received a request for the acceptance of certain territory that is currently private property over and across portions of property owned by "RCG, INC.", designated as Assessor's Map 18S4711B, Tax Lot 800, as City of Ontario public streets for portions of South Goodfellow Street and SE 5th Avenue.

The city received a request for the acceptance of certain territory that is currently private property over and across portions of "JR & Bonnie Schwenkfelder, LP" property designated as Assessor's Map 18S4711B, Tax Lot 1000, as a City of Ontario public street for portions of South

Goodfellow Street, SE 5th Avenue.

CURRENT SITUATION:

Public notice of a City Council hearing on this matter was provided in accordance with the Ontario Municipal Code.

The property owners have submitted right of way dedication deeds included in this report as Attachments 1 & 2 within the Ordinance.

The proposed development must comply with applicable provisions of the Zoning regulations as set forth in the Ontario Municipal Code (OMC), and the City of Ontario Comprehensive Plan. Generally, unless otherwise noted, if a request is found to be consistent with the Zoning ordinance, it is considered to be consistent with the Comprehensive Plan.

A. 10B-55-70 PUBLIC STREET OUTSIDE LAND DEVELOPMENT. A public street may be created within the City Limits by deed to the City, if the deed is accepted by the City. The establishment of such street may be initiated by the City, County or State if declared essential for the purpose of general traffic circulation. The completion of any required street improvements shall be provided for in the proceedings leading to the acceptance of the street. Additional building sites created by the establishment of a deeded street shall be processed as a partition or subdivision.

10B-55-75 ACCEPTANCE OF A DEEDED STREET, PROCEDURE. An action for accepting a deeded street shall be initiated by the applicant as an application to the Council; the Council shall consider the request at a public hearing and may, by motion, accept or deny the action to accept the deed. If the council decision is to accept the deed, the Council shall accept the deed by ordinance as provided for in the City charter.

Findings: This request is for acceptance of land from “RCG INC”, to serve as a city street, specifically a portion of South Goodfellow Street and a portion of SE 5th Avenue and land from “JR & Bonnie Schwenkfelder, LP” to serve as a city street, specifically a portion of South Goodfellow Street, SE 5th Avenue, to allow development of Public Improvement. The Owners of the properties have submitted deeds, which have been reviewed by staff for compliance. It has been requested and determined that due to economic development reasons and development of the subject’s properties and for the timely completion of the requirements of other planning actions, that an emergency exists for the need to accept this right-of-way as an emergency reading.

Conclusion: All applicable requirements for acceptance of private property as right-of-way for a city street are met; the city may accept the areas described in the deeds as per City Code 10B-55-75. Proposed Ordinance #2788-2021 is provided with this report for Council approval. A request for an emergency passage of this ordinance is based upon economic reasons and

timely completion of the construction of the street section within this development area of the properties.

ANALYSIS:

- A. **STRATEGIC PLAN** This action meets the City Council Strategic Plan by allowing for uniform Growth, as well as Desirability for businesses to develop in a timely manner.
- B. **FINANCIAL** At this time there is no financial impact to the city as the property owners have agreed to pay all fees associated with this action and the street construction will be done at time of development of the properties.
- C. **TIMING** Timing is of the essence as street construction is under way. Until the right of way is granted to the city, staff has very limited rights to inspect the construction of the streets.
- D. **POLICY/LEGAL** 10B-55-75 ACCEPTANCE OF A DEEDED STREET, PROCEDURE. An action for accepting a deeded street shall be initiated by the applicant as an application to the Council; the Council shall consider the request at a public hearing and may, by motion, accept or deny the action to accept the deed. If the council decision is to accept the deed, the Council shall accept the deed by ordinance as provided for in the City charter.

ALTERNATIVES:

Staff is not recommending any alternatives for this action as the right of way is needed to construct and maintain the city streets proposed in this development.

RECOMMENDATION:

Staff recommends the City Council adopt Ordinance #2788-2021 accepting the right of ways as dedicated.

ATTACHMENTS:

- 1. Ord #2788-2021 Dedication



ORDINANCE NO. 2788-2021

AN ORDINANCE ACCEPTING CERTAIN TERRITORY AS CITY OF ONTARIO STREET RIGHT-OF-WAYS AND AS PUBLIC STREETS AND PUBLIC UTILITY EASEMENTS AND DECLARING AN EMERGENCY

- WHEREAS,** The City in corporation with property owners in the development of properties started an action to establish right of way for South Goodfellow Street and SE 5th Avenue along with Public Utility easements adjacent to the right of ways to meet connectivity requirements of the City Code; and
- WHEREAS,** There was submitted to the City of Ontario a request for city acceptance of certain territory that is currently private property over and across portions of property owned by “RCG, INC.” designated as Assessor’s Map 18S4711B; Tax Lot 800, as City of Ontario Public Streets for portions of South Goodfellow Street and SE 5th Avenue and Public Utility Easements adjacent to said right of ways; and
- WHEREAS,** There was submitted to the City of Ontario a request for city acceptance of certain territory that is currently private property over and across portions of “JR & Bonnie Schwenkfelder, LP” property designated as Assessor’s Map 18S4711B; Tax Lot 1000 as a City of Ontario Public Street for portions of South Goodfellow Street and SE 5th Avenue and Public Utility Easements adjacent to said right of ways; and
- WHEREAS,** Public notice of a City Council hearing on this matter was provided in accordance with the Ontario Municipal Code; and
- WHEREAS,** This action fulfills the conditions of approval for site development of the lands as stated above to grant the needed street Right of Way and Public Utility Easements; and
- WHEREAS,** A Public Hearing on this matter was held on April 20, 2021, before the City of Ontario City Council and the Council approved the request.

NOW THEREFORE, THE CITY OF ONTARIO ORDAINS AS FOLLOWS:

1. Subject Area: The following contiguous territory: That property within the City Limits of the City of Ontario, in Malheur County, Oregon, and being portions of land within lands designated as Malheur County Assessor’s Map #18S4711B; Tax Lots 800 and 1000 and specifically described in the deeds attached to this ordinance as Attachment “1” and Attachment “2”.
2. Accepting the above described area as City of Ontario Street Right-of-way and as a Public Street: The Common Council of the City of Ontario deems it in the best interest of the public of the City of Ontario and hereby declares that the real property described hereinabove is accepted as City of Ontario Street Right-of-Ways and as a Public Streets to be added to the Right-of-Way of “South Goodfellow and Street SE 5th Avenue” and Utility Easements adjacent to said right of ways as of the effective date of this ordinance.
3. Record. The City Recorder shall submit copies of this Ordinance to the Malheur County Clerk for

recording, and shall keep in the file of this matter (1) a copy of this Ordinance, (2) a copy of the deeds for the subject properties, which includes the legal description depicting the boundaries of the subject area.

4. Emergency Passage. Because these rights of ways are a requirement of the condition of approval for both properties to develop, and because the City of Ontario extends the utmost effort to accommodate the needs of property owners in the community and recognizes the economic value to the community, the Council declares an emergency to exist and this ordinance shall be effective immediately upon passage at the second reading.

PASSED AND ADOPTED by the Common Council of the City of Ontario this ____ day of _____, 2021 by the following vote:

AYES:

NAYS:

ABSENT:

APPROVED by the Mayor this ____ day of _____, 2021.

ATTEST:

Riley J. Hill, Mayor

Tori Barnett, MMC, City Recorder

After Recording Return to:
City of Ontario
City Recorder
Attn. Tori Barnett
444 SW 4th Street
Ontario, OR 97914

Attachment #1

DEED OF DEDICATION

FOR VALUE RECEIVED, **RCG, INC.**, an Idaho Corporation, whose current address is P.O. Box 220 New Plymouth, ID 83655, ("Grantor"), in consideration of the sum of -Zero- dollars (\$0.00) and other considerations, the receipt of which is hereby acknowledged, does hereby convey and dedicate to the **CITY OF ONTARIO**, ("Grantee"), whose address is 444 SW 4TH Street, Ontario, Oregon 97914, A **PUBLIC RIGHT OF WAY** and the right to erect, construct, install, and lay and thereafter use, operate, inspect, repair, maintain, replace, and remove a permanent roadway and public utilities, such as but not limited to Sewer, Water, Gas, Electric and Communication services lines, Fixtures and Facilities and a **PUBLIC UTILITY EASEMENT** and the right to erect, construct, install, and lay and thereafter use, operate, inspect, repair, maintain, replace, and remove public utilities, such as but not limited to Gas, Electric and Communication services lines, Fixtures and Facilities over, across, and through the following described real property located in the City of Ontario, Malheur County, Oregon (the "Property"), to wit:

Right of Way in Attached Exhibit "A" **Utility Easement in Attached Exhibit "B"**

SUBJECT TO all existing easements of record.

Further, it is agreed, and made a condition herein, that the conveyed Property be dedicated for public use and in the event the Grantee fails to use or ceases to use the Property exclusively for said use, all right, title and interest in and to the Property shall revert to the Grantor through a legal Vacation process.

GRANTEE, by signing this Instrument, accepts the conveyance of the real property described herein for a public street and agrees to the terms of Grantor's Reversion and all other covenants, terms and conditions of this instrument.

IN WITNESS WHEREOF, the Grantor has executed this instrument on this 18 day of FEBRUARY 2021.

GRANTOR: **RCG, INC.**

By: 

Robert Goodwin, President

State of Idaho)
County of Payette) SS.

On this 10th day of February, 2021, before me, the undersigned Notary Public in and for said State, personally appeared **Robert Goodwin**, known or identified to me to be the President for **RCG, INC.**, and he executed the within instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



Skylar Paul
Notary Public for the State of Idaho
My Commission expires: 09/25/2026

Accepted by the Common Council of the City of Ontario on this _____ day of _____, 2021, Pursuant to Ordinance No. _____

GRANTEE: CITY OF ONTARIO

By: _____
Riley Hill, Mayor

Attested: _____
City Recorder: Tori Barnett, MMC



EXHIBIT A
RIGHT-OF-WAY DEDICATION DESCRIPTION

A portion of lying in Parcel 3 as shown on Record of Survey No. 18-47-0810, records of Malheur County, Oregon, lying within the Northwest 1/4 of the Northwest 1/4 of Section 11, Township 18 South, Range 47 East, Willamette Meridian, City of Ontario, Malheur County, Oregon, Granted under Special Warranty Deed Instrument No. 2020-0050, more particularly described as follows.

COMMENCING at the North 1/16th Corner of Section 11, monumented by a found Brass Cap at the intersection of Southeast 5th Avenue and Southeast 13th Street, from which the Northwest 1/16th corner of Section 11, at the intersection of Southeast East Lane and Southeast 5th Avenue, monumented by a found Aluminum Cap as described in Corner Record F18/(18-47-067), bears North 87°33'38" East 1321.60;

- A. Thence along the North 1/16th line, North 87°33'38" East, 272.99 feet;
- B. Thence North 02°26'22" West, 30.00 feet to a found 5/8-inch rebar with illegible cap, set cap stamped "PLS 87770" and the **POINT OF BEGINNING**;
- 1. Thence North 87°33'38" East, 387.74 feet to a found 5/8-inch rebar with cap stamped "OR LS 2316 ID LS 6605" on the West 1/16th line of Section 11;
- 2. Thence along said West 1/16th line, North 02°39'19" West, 300.44 feet to a found 5/8-inch rebar with no cap, set cap stamped "PLS 7612" at the Northeast Corner of Special Warranty Deed Instrument No. 2020-0050;
- 3. Thence along the North line of said Special Warranty Deed, South 87°30'30" West, 30.54 feet to the new Westerly Right-of-Way for Southeast Goodfellow Lane, monumented by a set 5/8-inch rebar with cap stamped "PLS 87770";

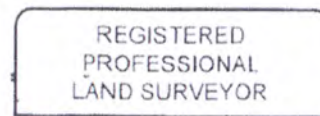
Then continuing along said new Right-of-Way the following two (2) courses and distances:

- 4. South 05°21'06" East, 281.52 feet to a set 5/8-inch rebar with cap stamped "PLS 87770";

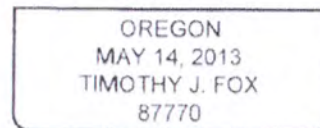
5. South 42°21'23" West, 18.85 feet to the new Northerly Right-of-Way of Southeast 5th Avenue, monumented by a set 5/8-inch rebar with cap stamped "PLS 87770";
6. Thence along said new Right-of-Way of Southeast 5th Avenue, South 88°07'11" West, 357.02 feet to the West line of Parcel 3 as shown on Record of Survey no. 18-47-0810, monumented by a set Copper Cap stamped "PLS 87770";
7. Thence along said West line, South 01°52'33" East, 9.36 feet to the **POINT OF BEGINNING**.

Containing 9,946 square feet or 0.228 acres, more or less
See the attached "Exhibit C Right-of-Way Dedication" Sketch.

Prepared By:
Timothy J. Fox
Oregon PLS 87770
Senior Project Manager



8-26-2020



TF:JR

RENEWS: 12-31-2021

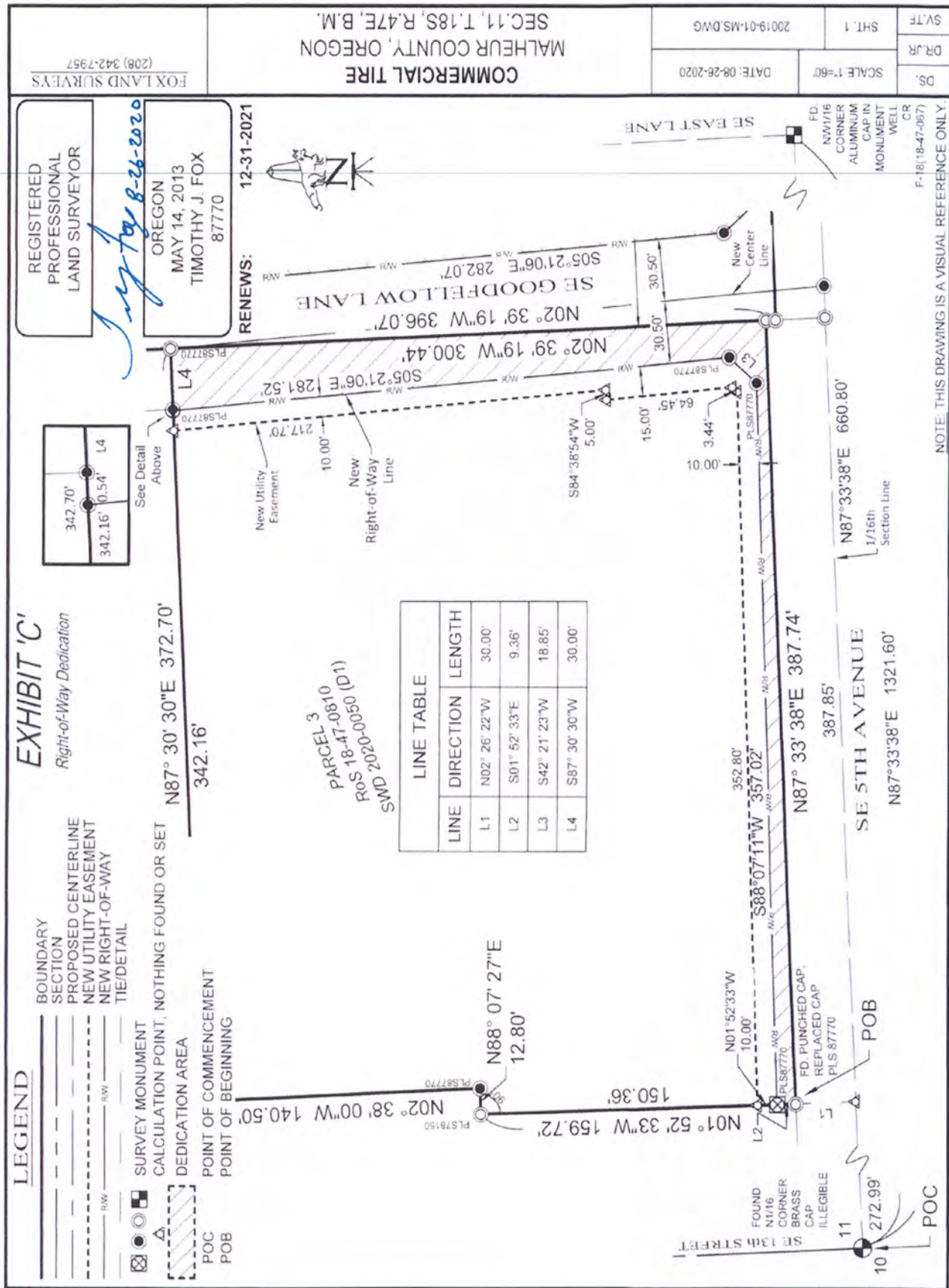




EXHIBIT B
UTILITY EASEMENT DESCRIPTION

A portion of land lying in Parcel 3 as shown on Record of Survey No. 18-47-0810, records of Malheur County, Oregon, lying within the Northwest 1/4 of the Northwest 1/4 of Section 11, Township 18 South, Range 47 East, Willamette Meridian, City of Ontario, Malheur County, Oregon, Granted under Special Warranty Deed Instrument No. 2020-0050, more particularly described as follows.

COMMENCING at the North 1/16th Corner of Section 11, monumented by a found Brass Cap at the intersection of Southeast 5th Avenue and Southeast 13th Street, from which the Northwest 1/16th corner of Section 11, at the intersection of Southeast East Lane and Southeast 5th Avenue, monumented by a found Aluminum Cap as described in Corner Record F18/(18-47-067), bears North 87°33'38" East 1321.60;

- A. Thence along the North 1/16th line, North 87°33'38" East, 272.99 feet;
- B. Thence North 02°26'22" West, 30.00 feet to a found 5/8-inch rebar with illegible cap, set cap stamped "PLS 87770";
- C. Thence North 01°52'33" West, 9.36 feet to the new Right-of-Way for Southeast 5th Avenue, monumented by a set Copper Cap stamped "PLS 87770" to the **POINT OF BEGINNING**.
- 1. Thence along said new Right-of-Way, North 88°07'11" East, 357.02 feet to a set 5/8-inch rebar with cap stamped "PLS 87770";
- 2. Thence along the new Right-of-Way for Southeast Goodfellow Lane, North 42°21'23" East, 18.85 feet to a set 5/8-inch rebar with cap stamped "PLS 87770";
- 3. Thence continuing along said new Right-of-Way, North 05°21'06" West, 281.52 feet to the North line of Parcel 3 as shown on Record of Survey No. 18-47-0810, monumented by a set 5/8-inch rebar with cap stamped "PLS 87770";
- 4. Thence along said North line, South 87°30'30" West, 10.00 feet;

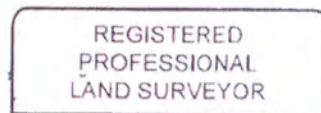
5. Thence along a line parallel with and 10.00 feet West of the new Right-of-Way for Southeast Goodfellow Lane, South 05°21'06" East, 217.70 feet;
6. Thence South 84°38'54" West, 5.00 feet;
7. Thence along a line parallel with and 15.00 feet West of said new Right-of-Way of Southeast Goodfellow Lane, South 05°21'06" East, 64.45 feet;
8. Thence along a line parallel with and 10.00 feet Westerly of the new Southeast 5th Avenue Right-of-Way, South 42°21'23" West, 3.44 feet;
9. Thence continuing along a line parallel with and 10.00 feet northerly of the new Southeast 5th Avenue Right-of-Way South 88°07'11" West, 352.80 feet to the Westerly line of Parcel 3;
10. Thence along said Westerly line, South 01°52'33" East, 10.00 feet to the **POINT OF BEGINNING**.

Containing 6,801 square feet or 0.156 acres, more or less.

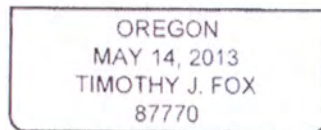
See the attached "Exhibit C Utility Easement" Sketch.

Prepared By:
Timothy J. Fox
Oregon PLS 87770
Senior Project Manager

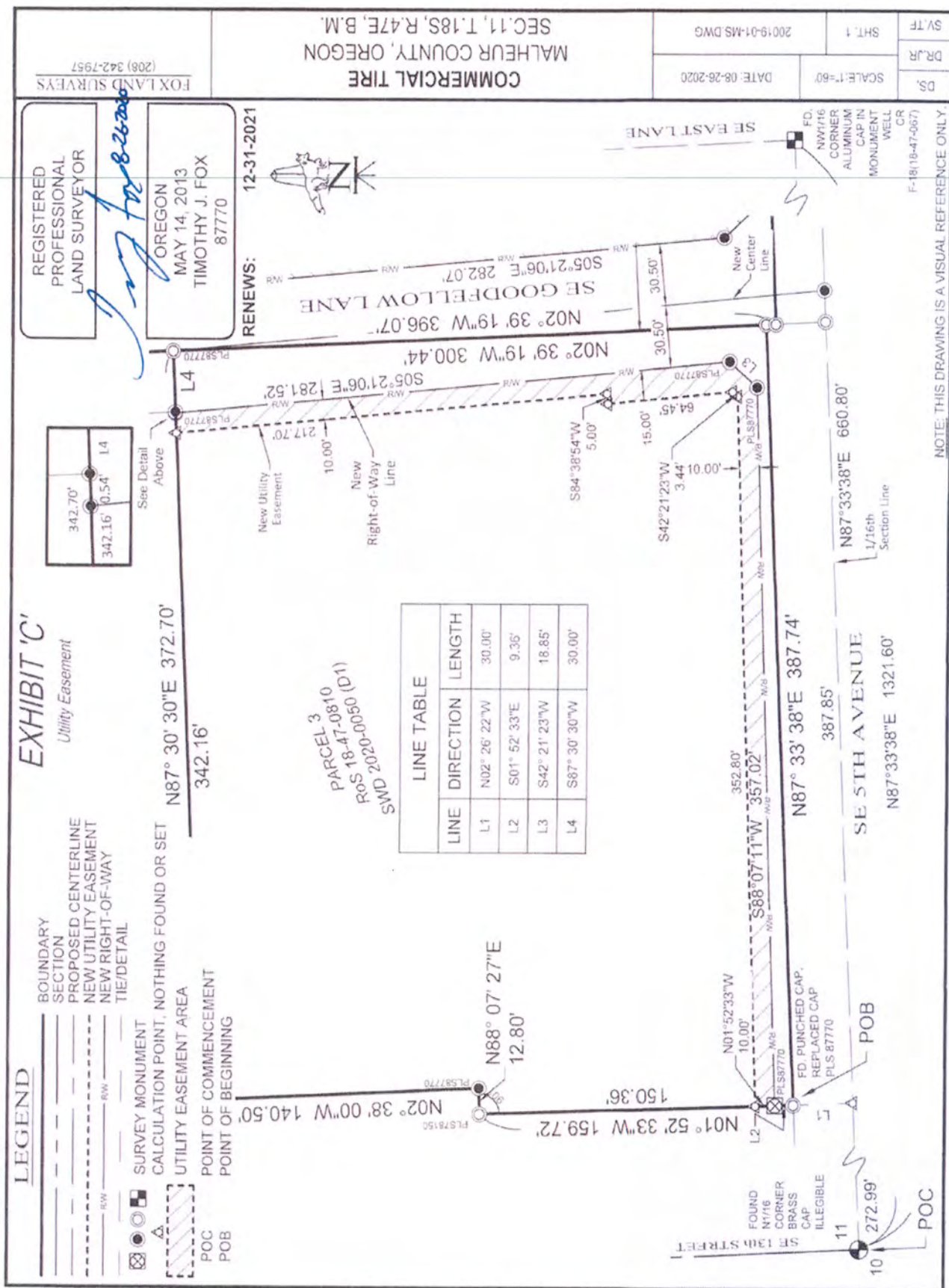
TF:JR



8-26-2020



RENEWALS: 12-31-2021



After Recording Return to:
City of Ontario
City Recorder
Attn. Tori Barnett
444 SW 4th Street
Ontario, OR 97914

Attachment #2

DEED OF DEDICATION

FOR VALUE RECEIVED, **J.R. SCHWENKFELDER AND BONNIE P. SCHWENKFELDER, LIMITED PARTNERSHIP**, an Idaho Limited Partnership, whose current address is 5500 W. Old School LN, Meridian, ID 83646, ("Grantor"), in consideration of the sum of -Zero- dollars (\$0.00) and other considerations, the receipt of which is hereby acknowledged, does hereby convey and dedicate to the **CITY OF ONTARIO**, ("Grantee"), whose address is 444 SW 4TH Street, Ontario, Oregon 97914, A **PUBLIC RIGHT OF WAY** and the right to erect, construct, install, and lay and thereafter use, operate, inspect, repair, maintain, replace, and remove a permanent roadway and public utilities, such as but not limited to Sewer, Water, Gas, Electric and Communication services lines, Fixtures and Facilities and a **PUBLIC UTILITY EASEMENT** and the right to erect, construct, install, and lay and thereafter use, operate, inspect, repair, maintain, replace, and remove public utilities, such as but not limited to Gas, Electric and Communication services lines, Fixtures and Facilities over, across, and through the following described real property located in the City of Ontario, Malheur County, Oregon (the "Property"), to wit:

Right of Way in Attached Exhibit "A" Utility Easement in Attached Exhibit "B"

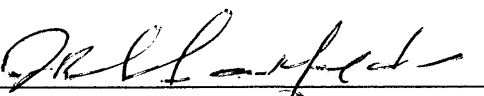
SUBJECT TO all existing easements of record.

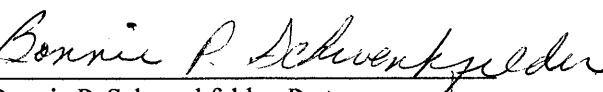
Further, it is agreed, and made a condition herein, that the conveyed Property be dedicated for public use and in the event the Grantee fails to use or ceases to use the Property exclusively for said use, all right, title and interest in and to the Property shall revert to the Grantor through a legal Vacation process.

GRANTEE, by signing this Instrument, accepts the conveyance of the real property described herein for a public street and agrees to the terms of Grantor's Reversion and all other covenants, terms and conditions of this instrument.

IN WITNESS WHEREOF, the Grantor has executed this instrument on this 27 day of Jan, 2021.

GRANTOR: **J.R. SCHWENKFELDER AND BONNIE P. SCHWENKFELDER, LIMITED PARTNERSHIP**

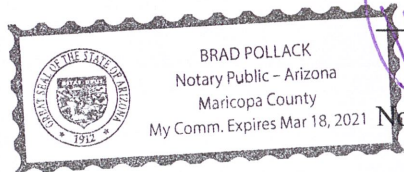
By: 
John R. Schwenkfelder, Partner

By: 
Bonnie P. Schwenkfelder, Partner

State of Arizona)
SS.
County of Maricopa)

On this 27 day of January, 2021, before me, the undersigned Notary Public in and for said State, personally appeared **John R. Schwenkfelder and Bonnie P. Schwenkfelder**, known or identified to me to be the Partners for **J.R. SCHWENKFELDER AND BONNIE P. SCHWENKFELDER, LIMITED PARTNERSHIP**, and they executed the within instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



Notary Public for Arizona

My Commission expires: 3-18-21

Accepted by the Common Council of the City of Ontario on this _____ day of _____, 2021, Pursuant to Ordinance No. _____

GRANTEE:

CITY OF ONTARIO

By: _____
Riley Hill, Mayor

Attested: _____
City Recorder: Tori Barnett, MMC

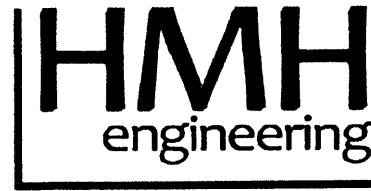


EXHIBIT A
RIGHT-OF-WAY DEDICATION DESCRIPTION

A portion of land lying within the Northwest 1/4 of the Northwest 1/4 of Section 11, Township 18 South, Range 47 East, Willamette Meridian, City of Ontario, Malheur County, Oregon, Granted under Special Warranty Deed Instrument No. 2020-2120, more particularly described as follows.

COMMENCING at the North 1/16th Corner of Section 11, monumented by a found Brass Cap at the intersection of Southeast 5th Avenue and Southeast 13th Street, from which the Northwest 1/16th corner of Section 11, at the intersection of Southeast 5th Avenue and Southeast East Lane, monumented by a found Aluminum Cap as described in Corner Record F18/(18-47-067), bears North 87°33'38" East 1321.60;

- A. Thence North 87°33'38" East, 957.80 feet;
- B. Thence North 02°39'19" West, 25.00 feet to the Southeasterly Corner of Special Warranty Deed Instrument No. 2020-2120 and the new Right-of-Way corner for Southeast 5th Avenue, monumented by a found and disturbed 5/8-inch rebar with no cap, reset 5/8-inch rebar with cap stamped "PLS 87770", the **POINT OF BEGINNING**;

Thence along the East line of said Special Warranty Deed Instrument No. 2020-2120 one (1) course and distance and said Right-of-Way the following two (2) courses and distances:

1. North 02°39'19" West, 4.68 feet to a set 5/8-inch rebar with cap stamped "PLS 87770";
2. South 88°07'11" West, 238.51 feet to the new Right-of-Way of Southeast Goodfellow Lane a set 5/8-inch rebar with cap stamped "PLS 87770";

Then along said new Right-of-Way the following three (3) courses and distances:

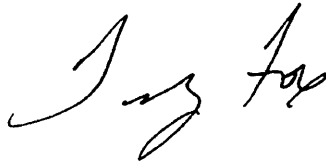
3. North 42°35'30" West, 22.97 feet to a set 5/8-inch rebar with cap stamped "PLS 87770";
4. North 05°21'06" West, 282.07 feet to a set 5/8-inch rebar with cap stamped "PLS 87770";

680 S. Progress Ave., Suite #2B • Meridian, Idaho 83642 • Tel: 208-342-7957 • Web: hmh-llc.com
Equal Opportunity Employer

5. North 02°39'19" West, 89.87 feet to the North line of Special Warranty Deed Instrument No. 2020-2120, monumented by a set 5/8-inch rebar with cap stamped "PLS 87770"
6. Thence along said Northerly Right-of-Way, South 87°26'04" West, 30.50 feet to a found 5/8-inch rebar with cap stamped "PLS 2316" on the West 1/16th line of Section 11;
7. Thence South 02°39'19" East, 396.07 feet to a found 5/8-inch rebar with cap stamped "OR LS 2316 ID LS 6605" at the Southwest corner of Special Warranty Deed Instrument No. 2020-2120;
8. Thence along the South line of said Special Warranty Deed Instrument No. 2020-2120 a line parallel with and 25.00 feet North of said North 1/16th line, North 87°33'38" East, 297.00 feet to the **POINT OF BEGINNING**.

Containing 15,902 square feet or 0.365 acres, more or less.
See the attached "Exhibit C Right-of-Way Dedication" Sketch.

Prepared By:
Timothy J. Fox
Oregon PLS 87770
Senior Project Manager



TF:JR

REGISTERED
PROFESSIONAL
LAND SURVEYOR

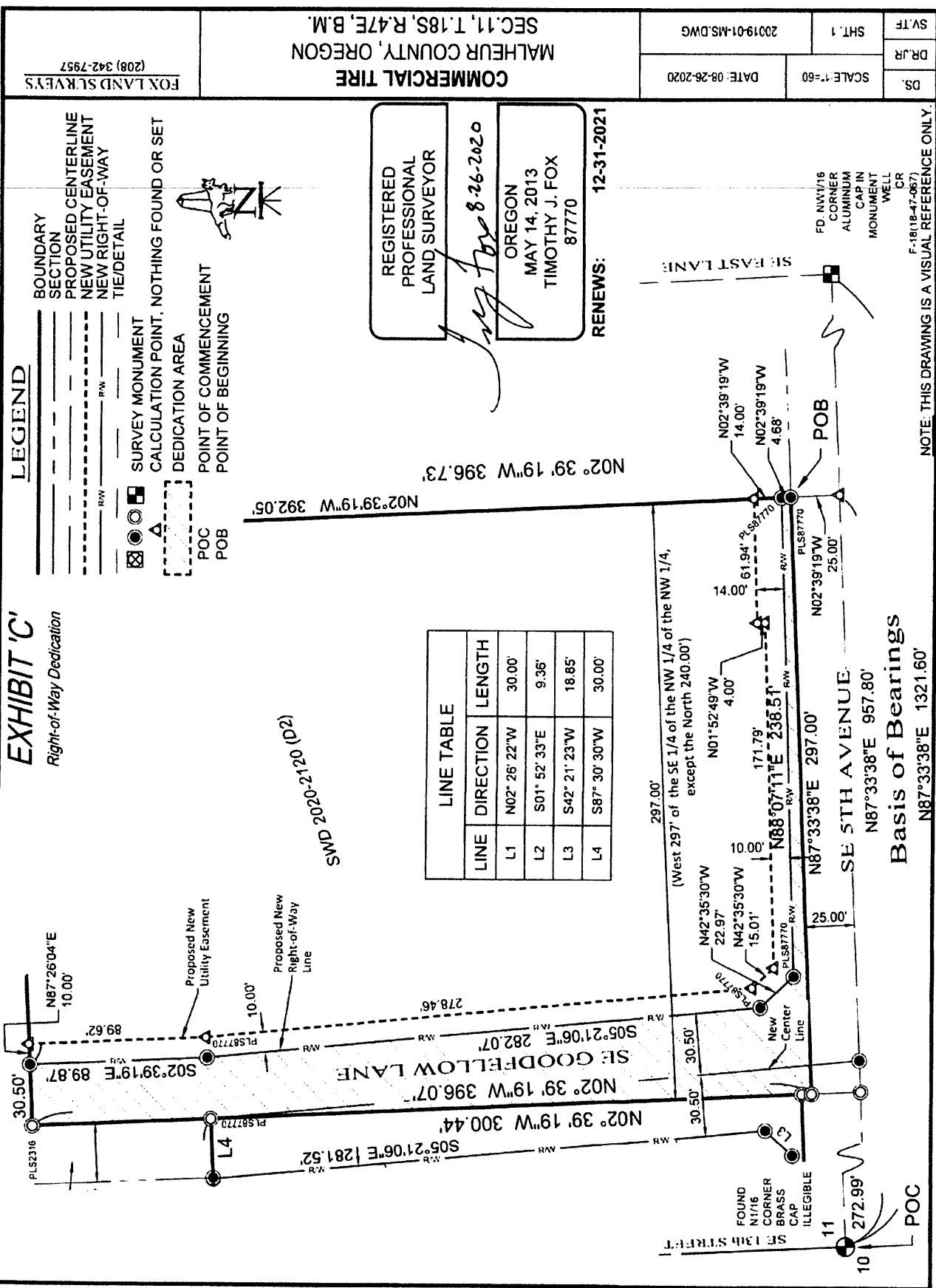
8-26-2020

OREGON
MAY 14, 2013
TIMOTHY J. FOX
87770

RENEWS: 12-31-2021

EXHIBIT 'C'

Right-of-Way Dedication



LEGEND

- BOUNDARY SECTION
- PROPOSED CENTERLINE
- NEW UTILITY EASEMENT
- NEW RIGHT-OF-WAY
- TIE/DETAIL
- SURVEY MONUMENT
- CALCULATION POINT, NOTHING FOUND OR SET
- DEDICATION AREA
- POINT OF COMMENCEMENT
- POINT OF BEGINNING



LINE	DIRECTION	LENGTH
L1	N02° 26' 22"W	30.00'
L2	S01° 52' 33"E	9.36'
L3	S42° 21' 23"W	18.85'
L4	S87° 30' 30"W	30.00'

SWD 2020-2120 (D2)

COMMERCIAL TIRE
MALHEUR COUNTY, OREGON
SEC. 11, T. 18S, R. 47E, B.M.

REGISTERED
PROFESSIONAL
LAND SURVEYOR
July 1st 8-26-2020
OREGON
MAY 14, 2013
TIMOTHY J. FOX
87770

RENEWS: 12-31-2021

DATE: 08-26-2020
SCALE: 1"=60'
SHT. 1
20019-01-MS.DWG
SV.TF
DR.JR
DS

NOTE: THIS DRAWING IS A VISUAL REFERENCE ONLY.
F-18(18-47-067)



EXHIBIT B
UTILITY EASEMENT DESCRIPTION

A portion of land lying within the Northwest 1/4 of the Northwest 1/4 of Section 11, Township 18 South, Range 47 East, Willamette Meridian, City of Ontario, Malheur County, Oregon, Granted under Special Warranty Deed Instrument No. 2020-2120, more particularly described as follows.

COMMENCING at the North 1/16th Corner of Section 11, monumented by a found Brass Cap at the intersection of Southeast 5th Avenue and Southeast 13th Street, from which the Northwest 1/16th corner of Section 11, at the intersection of Southeast East Lane and Southeast 5th Avenue, monumented by a found Aluminum Cap as described in Corner Record F18/(18-47-067), bears North 87°33'38" East 1321.60;

- A. Thence North 87°33'38" East, 957.80 feet;
- B. Thence North 02°39'19" West, 25.00 feet to the Southeast corner of Special Warranty Deed Instrument No. 2020-2120 and the new Right-of-Way for SE 5th Avenue, monumented by a found and disturbed 5/8-inch rebar with no cap, reset 5/8-inch rebar with cap stamped "PLS 87770";
- C. Thence continuing along said new Right-of-Way and the East line of said Special Warranty Deed, North 02°39'19" West, 4.68 feet to the **POINT OF BEGINNING**;
- 1. Thence along the Easterly line of said Warranty Deed, North 02°39'19" West, 14.00 feet;
- 2. Thence along a line parallel with and 14.00 feet Northerly of said new Right-of-Way, South 88°07'11" West, 61.94 feet;
- 3. Thence South 01°52'49" East, 4.00 feet;
- 4. Thence along a line parallel with and 10.00 feet Northerly of said new Right-of-Way, South 88°07'11" West, 171.79 feet;

Then along a line parallel with and 10.00 feet Northerly and Easterly of the new Right-of-Way of Southeast Good Fellow Lane the following three (3) courses and distances:

680 S. Progress Ave., Suite #2B • Meridian, Idaho 83642 • Tel: 208-342-7957 • Web: hmh-llc.com
Equal Opportunity Employer

5. North 42°35'30" West, 15.01 feet;
6. North 05°21'06" West, 278.46 feet;
7. Thence North 02°39'19" West, 89.62 feet to the Northerly line of said Special Warranty Deed;
8. Thence along said Northerly line, South 87°26'04" West, 10.00 feet to the new Right-of-Way of Southeast Goodfellow Lane, monumented by a set 5/8-inch rebar with cap stamped "PLS 87770";

Then along said new Right-of-Way the following three (3) courses and distances:

9. South 02°39'19" East, 89.87 feet to a set 5/8-inch rebar with cap stamped "PLS 87770";
10. South 05°21'06" East, 282.07 feet to a set 5/8-inch rebar with cap stamped "PLS 87770";
11. South 42°35'30" East, 22.97 feet a set 5/8-inch rebar with cap stamped "PLS 87770" on new Right-of-Way of Southeast 5th Avenue;
12. Thence along said Right-of-Way, North 88°07'11" East, 238.51 feet to the **POINT OF BEGINNING**.

Containing 6,499 square feet or 0.149 acres, more or less.
See the attached "Exhibit C Utility Easement Dedication" Sketch.

Prepared By:
Timothy J. Fox
Oregon PLS 87770
Senior Project Manager



TF:JR

REGISTERED
PROFESSIONAL
LAND SURVEYOR

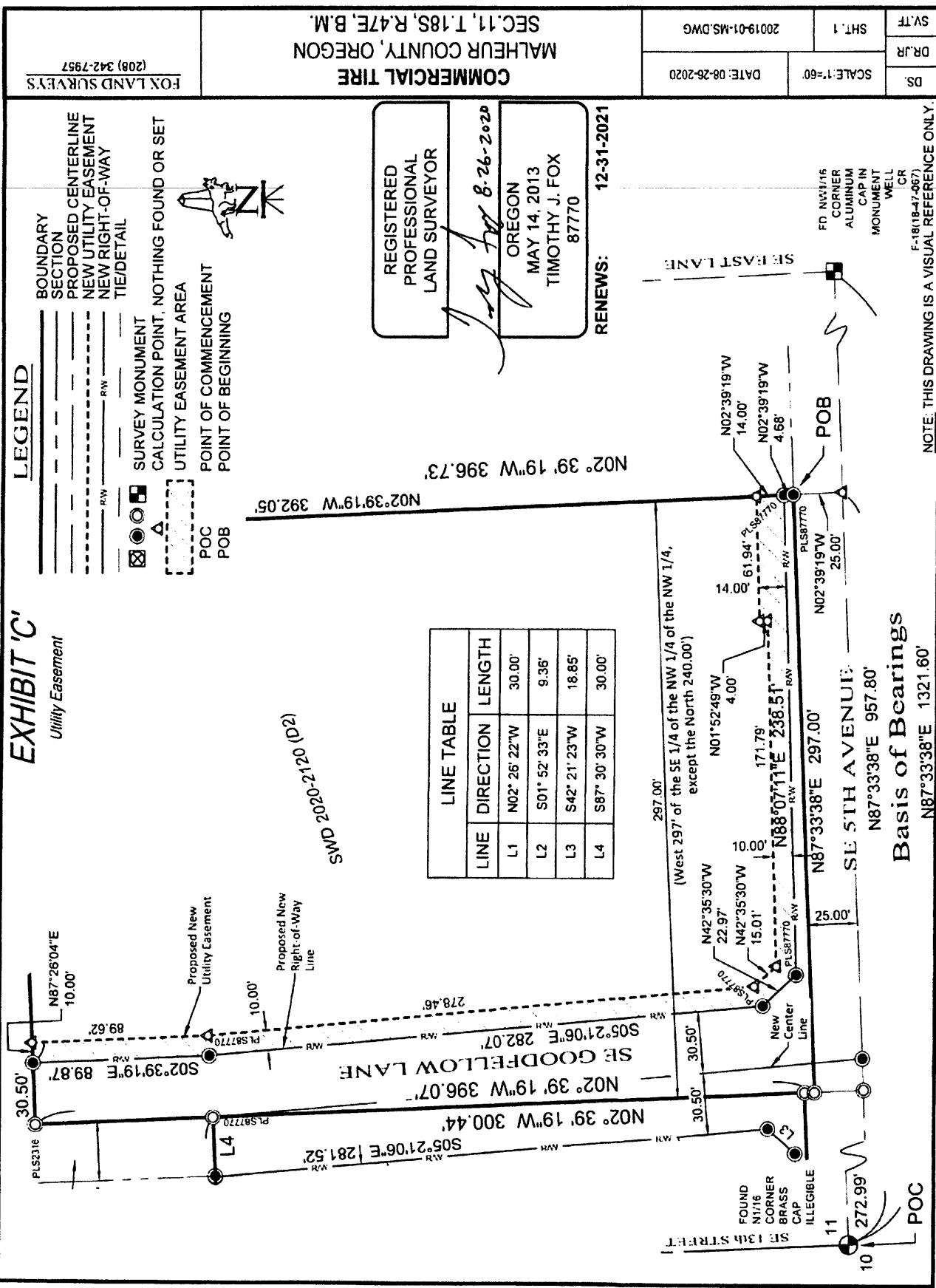
8-26-2020

OREGON
MAY 14, 2013
TIMOTHY J. FOX
87770

RENEWS: 12-31-2021

EXHIBIT 'C'

Utility Easement



LEGEND

- BOUNDARY SECTION
- PROPOSED CENTERLINE
- NEW UTILITY EASEMENT
- NEW RIGHT-OF-WAY
- TIE/DETAIL
- SURVEY MONUMENT
- CALCULATION POINT, NOTHING FOUND OR SET
- UTILITY EASEMENT AREA
- POINT OF COMMENCEMENT
- POINT OF BEGINNING
- POC
- POB

LINE	DIRECTION	LENGTH
L1	N02° 26' 22"W	30.00'
L2	S01° 52' 33"E	9.36'
L3	S42° 21' 23"W	18.85'
L4	S87° 30' 30"W	30.00'

SWD 2020-2120 (D2)

COMMERCIAL TIRE
MALHEUR COUNTY, OREGON
SEC. 11, T. 18S, R. 47E, B.M.

REGISTERED
PROFESSIONAL
LAND SURVEYOR

OREGON
MAY 14, 2013
TIMOTHY J. FOX
87770

RENEWALS: 12-31-2021

DATE: 08-26-2020
SHT. 1
SCALE: 1"=60'
SV, TF
DR, JR
DS

NOTE: THIS DRAWING IS A VISUAL REFERENCE ONLY.
F-18(18-47-067)

Accounts Payable

Checks by Date - Summary by Check Date

User: kari.ott
Printed: 3/12/2021 2:25 PM



Check No	Vendor No	Vendor Name	Check Date	Check Amount
126967	&260	Four Rivers Cultural Center	02/05/2021	9,912.21
126968	539200	Ontario Area Chamber of Commerce	02/05/2021	6,479.50
126969	554401	Ontario Police Association	02/05/2021	390.00
126970	879470	Western Treasure Valley Rotary Club	02/05/2021	1,650.00
126971	879516	Absolutte Exhibits, Inc.	02/05/2021	262.00
126972	&525	American Staffing, Inc.	02/05/2021	411.16
126973	879525	ARAMARK Uniform & Career Apparel Gr	02/05/2021	348.57
126974	037600	AT&T	02/05/2021	23.55
126975	130624	B & W Car Wash	02/05/2021	3.00
126976	626400	Campo & Poole Distributing, LLC	02/05/2021	2,598.11
126977	192273	CBA Lighting & Controls, Inc.	02/05/2021	205.16
126978	879451	CDR Labor Law, LLC	02/05/2021	91.50
126979	192000	CDW Government	02/05/2021	1,296.12
126980	637828	Century Link Communications, LLC	02/05/2021	93.06
126981	645195	Fire Rescue Equipment NW, LLC	02/05/2021	1,360.00
126982	299998	Four Seasons Roofing, Inc.	02/05/2021	7,922.00
126983	333852	Graphic Impressions	02/05/2021	75.00
126984	879247	Idaho Communications, LLC	02/05/2021	1,314.71
126985	408200	J-U-B Engineers, Inc.	02/05/2021	11,091.32
126986	879301	Net Assets Corporation	02/05/2021	324.00
126987	501200	Norm's Auto Electric	02/05/2021	259.90
126988	&690	Oregon City/County Management Associati	02/05/2021	145.93
126989	242083	State of Oregon Department of Transportati	02/05/2021	132.00
126990	718000	State of Oregon Employment Department	02/05/2021	85.58
126991	642093	Red's Automotive Repair, Inc.	02/05/2021	711.59
126992	879507	Synagro Technologies, Inc.	02/05/2021	1,177,723.50
126993	788402	TransUnion Risk & Alternative Data Soluti	02/05/2021	87.20
126994	774001	Wtechlink	02/05/2021	300.00
Total for 2/5/2021:				1,225,296.67
126995	480000	911 Supply	02/12/2021	533.00
126996	&525	American Staffing, Inc.	02/12/2021	248.86
126997	058226	Batteries Plus	02/12/2021	399.84
126998	626400	Campo & Poole Distributing, LLC	02/12/2021	908.11
126999	144000	Cascade Natural Gas Corporation	02/12/2021	788.32
127000	637830	Century Link	02/12/2021	466.49
127001	520400	Dorman's, Inc.	02/12/2021	46.94
127002	634311	Frazier Aviation, LLC	02/12/2021	425.00
127003	333895	Grant Mechanical, Inc.	02/12/2021	719.77
127004	456402	Malheur County Clerk	02/12/2021	112.00
127005	879404	Ontario Recreation District	02/12/2021	165.00
127006	516494	State of Oregon Department of Transportati	02/12/2021	503.83
127007	528405	Oster Professional Group, CPA's PC	02/12/2021	24,822.42
127008	642093	Red's Automotive Repair, Inc.	02/12/2021	151.58
127009	879469	SBRK Finance Holdings, Inc.	02/12/2021	1,207.00
127010	879424	Benjamin Henry Schlup	02/12/2021	96.00

Check No	Vendor No	Vendor Name	Check Date	Check Amount
127011	130950	Sparklight Business	02/12/2021	104.41
127012	&357	Larry A. Sullivan	02/12/2021	5,422.45
127013	774300	T-N-T Signs & Graphics	02/12/2021	15.00
127014	879146	Toshiba Financial Services	02/12/2021	1,714.80
127015	879151	Waste-Pro	02/12/2021	40.05
Total for 2/12/2021:				38,890.87
ACH	PRFED	PAYROLL TAXES	02/18/2021	992.56
ACH	PRORTAX2	OREGON DEPARTMENT OF REVENUE	02/18/2021	6.49
ACH	PRORTAXE	OREGON DEPARTMENT OF REVENUE	02/18/2021	17.50
ACH	PRPERS	OREGON PERS	02/18/2021	2,518.33
Total for 2/18/2021:				3,534.88
ACH	878915	Jacobs Engineering Group, Inc.	02/19/2021	443,147.07
127016	UB*11839	JACOB GENIA	02/19/2021	151.08
127017	&525	American Staffing, Inc.	02/19/2021	524.77
127018	626400	Campo & Poole Distributing, LLC	02/19/2021	3,499.02
127019	UB*11840	CHISHAMISO CHINAKE	02/19/2021	26.40
127020	308040	Fruitland Electric, Inc.	02/19/2021	18,942.48
127021	441140	Looks Nu, Inc.	02/19/2021	120.00
127022	879464	Merchant McIntyre Associates, LLC	02/19/2021	6,500.00
127023	642093	Red's Automotive Repair, Inc.	02/19/2021	58.17
127024	879138	Stantec Consulting Services, Inc.	02/19/2021	1,288.00
127025	UB*11841	TINA UNGER	02/19/2021	83.92
127026	878992	Wolfcom Enterprises	02/19/2021	1,507.30
127027	&260	Four Rivers Cultural Center	02/19/2021	10,000.00
127028	832852	Wells Fargo Business Elite Card	02/19/2021	4,408.85
127029	334925	Greystone Builders, LLC	02/19/2021	10,000.00
Total for 2/19/2021:				500,257.06
ACH	878915	Jacobs Engineering Group, Inc.	02/23/2021	13,564.17
Total for 2/23/2021:				13,564.17
ACH	PRAFLAC	AMERICAN FAMILY LIFE ASSURANCE	02/26/2021	774.22
ACH	PRAMERF	AMERICAN FUNDS GROUP	02/26/2021	225.00
ACH	PRCCIS	E B S TRUST	02/26/2021	73,857.59
ACH	PRCOLONI	COLONIAL LIFE	02/26/2021	1,113.13
ACH	PRFED	PAYROLL TAXES	02/26/2021	67,136.29
ACH	PRICMA	I C M A RETIREMENT TRUST 457	02/26/2021	300.00
ACH	PRNATW	NATIONWIDE RETIREMENT SOLUTION	02/26/2021	400.00
ACH	PRORJU	OREGON DEPARTMENT OF JUSTICE	02/26/2021	732.00
ACH	PRORTAX2	OREGON DEPARTMENT OF REVENUE	02/26/2021	278.01
ACH	PRORTAXE	OREGON DEPARTMENT OF REVENUE	02/26/2021	11,278.07
ACH	PROSGP	OREGON SAVINGS & GROWTH PLAN	02/26/2021	2,600.00
ACH	PRPERS	OREGON PERS	02/26/2021	96,587.88
127030	PRLINC	LINCOLN NATIONAL LIFE INS CO	02/26/2021	600.00
127031	642320	RETAIL CREDIT SERVICES ,INC.	02/26/2021	1,323.13
127032	PRSFIRE	UMPQUA BANK	02/26/2021	360.00
127033	&525	American Staffing, Inc.	02/26/2021	248.86
127034	879525	ARAMARK Uniform & Career Apparel Gr	02/26/2021	195.17
127035	UB*11842	BONSON HOLDINGS LLC	02/26/2021	21.70
127036	192000	CDW Government	02/26/2021	281.29

Check No	Vendor No	Vendor Name	Check Date	Check Amount
127037	637830	Century Link	02/26/2021	742.54
127038	UB*11837	COIN STOP	02/26/2021	61.98
127039	UB*11846	SYLVIA CUEVAS	02/26/2021	30.00
127040	UB*11844	DIRTY DOG WASH	02/26/2021	3.42
127041	879529	FlowMSP, Inc.	02/26/2021	600.00
127042	UB*11847	FOUR STAR REAL ESTATE	02/26/2021	36.73
127043	336784	G.W., Inc.	02/26/2021	3,104.00
127044	UB*11850	ROD & SHELIA HUTCHINSON	02/26/2021	81.11
127045	376000	Idaho Power	02/26/2021	5,637.59
127046	879191	Kristy Lynn Janti	02/26/2021	52.00
127047	420000	John Deere Financial	02/26/2021	63.96
127048	879417	LightSpeed Networks, Inc.	02/26/2021	1,130.16
127049	110805	State of Oregon Bureau of Labor & Industri	02/26/2021	815.77
127050	242083	State of Oregon Department of Transportati	02/26/2021	5.00
127051	UB*11849	CHRIS PAULSEN	02/26/2021	80.55
127052	879522	James Prince	02/26/2021	800.00
127053	UB*11843	R & H HUTCHINSON	02/26/2021	103.23
127054	UB*11845	R & H HUTCHINSON	02/26/2021	60.33
127055	UB*11848	R & H HUTCHINSON	02/26/2021	104.87
127056	841600	Warm Springs Irrigation District	02/26/2021	4,831.98
Total for 2/26/2021:				276,657.56
127057	&525	American Staffing, Inc.	03/05/2021	210.99
127058	033300	Argus Observer	03/05/2021	449.85
127059	037600	AT&T	03/05/2021	23.55
127060	130624	B & W Car Wash	03/05/2021	12.00
127061	626400	Campo & Poole Distributing, LLC	03/05/2021	3,286.12
127062	637828	Century Link Communications, LLC	03/05/2021	128.83
127063	T110	Coley's Glass Company, LLC	03/05/2021	4,689.39
127064	520400	Dorman's, Inc.	03/05/2021	52.08
127065	879530	Nicholas Ducote	03/05/2021	517.50
127066	879479	Electric Beach Salon, LLC	03/05/2021	4.57
127067	303800	Frank's Extinguisher Service	03/05/2021	34.49
127068	879191	Kristy Lynn Janti	03/05/2021	16.00
127069	440000	L.N. Curtis and Sons	03/05/2021	922.00
127070	430997	Life-Assist, Inc.	03/05/2021	194.90
127071	879225	Malheur Media, LLC	03/05/2021	125.00
127072	602320	NAPA Auto Parts	03/05/2021	259.84
127073	879301	Net Assets Corporation	03/05/2021	480.00
127074	572000	Ontario Sanitary Service, Inc.	03/05/2021	318.06
127075	582200	Oregon Association Chiefs of Police	03/05/2021	129.00
127076	110805	State of Oregon Bureau of Labor & Industri	03/05/2021	560.12
127077	598220	Owyhee Irrigation District	03/05/2021	3,588.00
127078	879166	Pitney Bowes Global Financial Services, LI	03/05/2021	953.25
127079	614087	PORAC LDF	03/05/2021	390.00
127080	642093	Red's Automotive Repair, Inc.	03/05/2021	1,910.90
127081	879145	Silver Signet, LLC	03/05/2021	122.00
127082	516825	Smith's Pack & Ship, LLC	03/05/2021	29.78
127083	788402	TransUnion Risk & Alternative Data Soluti	03/05/2021	75.00
127084	288897	Verizon	03/05/2021	1,947.35
127085	774001	Wtechlink	03/05/2021	300.00
Total for 3/5/2021:				21,730.57
ACH	878915	Jacobs Engineeering Group, Inc.	03/10/2021	445,107.97

Check No	Vendor No	Vendor Name	Check Date	Check Amount
			Total for 3/10/2021:	445,107.97
127086	879192	Annas Consultants, Inc.	03/12/2021	433.68
127087	034240	Art's Service, Inc.	03/12/2021	906.00
127088	637830	Century Link	03/12/2021	466.49
127089	285646	Field-Waldo Insurance Agencies, Inc.	03/12/2021	5,257.99
127090	634311	Frazier Aviation, LLC	03/12/2021	425.00
127091	368200	Hughes Fire Equipment, Inc.	03/12/2021	674.12
127092	879247	Idaho Communications, LLC	03/12/2021	940.00
127093	879191	Kristy Lynn Janti	03/12/2021	8.00
127094	436000	Lindsay Eco Water	03/12/2021	36.00
127095	456402	Malheur County Clerk	03/12/2021	209.00
127096	879163	McCurry Ontario Motors, LLC	03/12/2021	117.97
127097	22427	Murrysmyth, Inc.	03/12/2021	14,024.25
127098	500400	Norco, Inc.	03/12/2021	84.32
127099	527000	Ontario Animal Hospital	03/12/2021	168.92
127100	516494	State of Oregon Department of Transportati	03/12/2021	1,322.17
127101	528405	Oster Professional Group, CPA's PC	03/12/2021	24,822.42
127102	644210	Roadrunner Towing, Inc.	03/12/2021	240.00
127103	879145	Silver Signet, LLC	03/12/2021	35.00
127104	130950	Sparklight Business	03/12/2021	104.41
127105	702008	Staples Business Credit	03/12/2021	65.59
127106	879340	Teskey, Inc.	03/12/2021	1,507.18
127107	879146	Toshiba Financial Services	03/12/2021	1,722.02
127108	879151	Waste-Pro	03/12/2021	40.05
127109	UB*11851	TERRA CURTIS	03/12/2021	109.57
127110	&260	Four Rivers Cultural Center	03/12/2021	10,622.77
127111	UB*11855	NATHAN HANLON	03/12/2021	197.88
127112	879532	Todd Harnden	03/12/2021	262.99
127113	UB*11852	MINISTERIOS CASA DE GRACIA M/R	03/12/2021	41.19
127114	539200	Ontario Area Chamber of Commerce	03/12/2021	7,123.52
127115	878974	Revitalize Ontario!	03/12/2021	2,065.00
127116	UB*11853	AUBREY STEINBRUEGGE	03/12/2021	115.75
			Total for 3/12/2021:	74,149.25
			Report Total (169 checks):	2,599,189.00

MALHEUR COUNTY COURT MINUTES

February 24, 2021

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 Ron Jacobs present. Various members of the public, media, and staff were present electronically. Notice of the meeting was posted on the County website and emailed to the Argus Observer, Malheur Enterprise, and those persons who have requested notice. The meeting was audio recorded. The agenda is recorded as instrument # [2021-744](#)

COVID-19 RESPONSE - UPDATE

Health Department Director Sarah Poe met with the Court and provided an update on the response to COVID-19. Also present was Environmental Health Director Craig Geddes and ASD Director Bob Dickinson. Ms. Poe expressed appreciation for various County department staff that have supported the Health Department in the COVID-19 response efforts. Lieutenant Rich Harriman is the Incident Commander; ASD Director Bob Dickinson, Environmental Health Director Craig Geddes, Planner Eric Evans, and Building Official Adele Schaffeld are members of the incident command team; these staff members have been actively involved in the daily COVID-19 response in addition to their primary job duties. Additionally, various other County staff members have supported the efforts. The County team held 27 COVID-19 test sites in 2020. After tomorrow's County vaccine POD (Point of Distribution), close to 3000 doses of the COVID-19 vaccination will have been given (does not include vaccines given by Valley Family, the hospital, and other community partners). The Health Department staff have also been invaluable through the pandemic.

The Governor announced yesterday that Malheur County will be moved into the Moderate Risk category beginning Friday, February 26th; our numbers have finally reduced through the efforts of our community. The team has taken a harm-reduction approach in regards to the restrictions imposed by the State and have focused on an education approach.

The vaccine PODs require numerous volunteers; approximately 100 community members have volunteered at the PODs so far (each POD requires staffing of approximately 50 people). Treasure Valley Community College's nursing program students have helped at several vaccine PODs along with several community-based organizations. Wheelchairs are available at the POD and Spanish speaking volunteers are on-hand to assist throughout the process.

The Court members individually expressed their appreciation to Ms. Poe and those involved in responding to the COVID-19 pandemic.

Ms. Poe answered various questions from the Court members.

COUNTY LAND SALE

Treasurer/Tax Collector Jennifer Forsyth met with the Court and reviewed three potential properties to offer for sale at the next County Land Sale. An Order for sale of the properties will be prepared for the Court's approval next week.

ROAD DEPARTMENT

Commissioner Hodge noted he has been in discussions with Road Supervisor Dave Tiffany about the need to replace some equipment at the Road Department. More details will be obtained and Commissioner Hodge will assist with obtaining financing.

MINUTES

Commissioner Hodge moved to approve Court Minutes of February 17, 2021 as written. Commissioner Jacobs seconded and the motion passed unanimously.

CROSSING PERMITS

Commissioner Hodge moved to approve three Crossing Permits to Idaho Power Company for installation of overhead transformers for pumps; Crossing Permit #07-21 on Echo Road #770; Crossing Permit #08-21 on Miller Road #833; and Crossing Permit #09-21 on Ivanhoe Avenue #1115. Commissioner Jacobs seconded and the motion passed unanimously. Original permits will be kept on file at the Road Department.

RIVER DEMOCRACY ACT

The Court discussed the River Democracy Act sponsored by Senators Ron Wyden and Jeff Merkley. The legislation would add nearly 4,700 miles of rivers and streams in Oregon to the national Wild and Scenic Rivers system. Baker County has voiced opposition to the Act in its entirety. Commissioner Jacobs noted that there has not been local input on the Act; it is anticipated that there may be public meetings held on the matter in the near future. Commissioner Jacobs explained that a number of streams listed that are in Malheur county are intermittent streams - meaning they dry up every summer. Approximately 32 different segments in Malheur county have been listed in the proposed legislation; of which about ten are intermittent streams. It is also proposed that there be a 1/2 mile buffer on each side of the river - which makes it a mile wide. The Court members agreed to individually research the proposed legislation and discuss the matter further.

AMENDMENT - LAKE OWYHEE ROAD FLAP AGREEMENT

Commissioner Hodge moved to approve Amendment 3 to the Federal Lands Access Program (FLAP) agreement, Project Number/Name: OF MALHEUR 846(1), Owyhee Lake Road Overstreet Road - Owyhee Reservoir; Western Federal Lands Highway Division (FHWA), FHW Agreement #DTFH70-16-E-00041. Commissioner Jacobs seconded and the motion passed unanimously. The expiration date is extended to December 31, 2021. A copy will be returned for recording.

LEASE EXTENSION - CITY OF VALE

Commissioner Jacobs moved to approve Second Amendment to Lease Agreement Between City of Vale and Malheur County for Use of Vale City Hall, which was Recorded with the Malheur County Clerk on November 4, 2020 as Instrument Number 2020-4199; and First Amendment Recorded as Instrument Number 2020-4956. Commissioner Hodge seconded and the motion passed unanimously. The term of the lease is extended to June 30, 2021. See instrument# [2021-746](#)

MEDICAL DIRECTOR RESIGNATION

The Court received notice of Dr. Morris Smith's resignation as Medical Director. The Court signed a letter thanking Dr. Smith for his 29 years of service as Medical Director of the Health Department. See instrument # [2021-745](#)

LETTER OF SUPPORT - TVCC SMALL BUSINESS DEVELOPMENT CENTER

The Court signed a letter to Governor Brown urging restoration of full funding to Oregon's Small Business Development Centers and in particular the local Treasure Valley Community College Small Business Development Center. See instrument # [2021-747](#)

COURT ADJOURNMENT

Judge Joyce adjourned the meeting.