

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



**PUBLIC WORKS COMMITTEE AGENDA
CITY OF ONTARIO OREGON
TUESDAY, APRIL 13, 2021, 3:00 PM, MT
[Zoom Link](#)**

1) CALL TO ORDER

Roll Call: Bernie Babcock ____ Pat Woodcock ____ Jackson Fox ____
Scott Wilson ____ Jake Galeener ____

City Council Ex-Officio ____ City Manager ____
PW Director ____ City Engineer ____

This Agenda was posted on April 6, 2021. Copies of the Agenda are available from the City Hall Customer Service Counter and on the city's website at www.ontariooregon.org.

2) MOTION TO ADOPT MINUTES

A) March 9, 2021

3) ELECTION OF OFFICERS

- A) Chairman
- B) Vice-Chairman
- C) Secretary

4) OLD BUSINESS

A) Mission, Purpose & Role

5) NEW BUSINESS

- A) Traffic Issues Alameda Elementary
- B) Public Invited to Review Plans - ODOT News Release: Online open house begins 3/29/21 for U.S. 30 Snake River (Ontario) Bridge

6) DISCUSSION ITEMS

A) Oregon PW Emergency Response Cooperative Agreement

7) HAND-OUTS

- A) PWC Minutes March 09, 2021
- B) Public Invited to Review Plans - ODOT News Release: Online open house begins 3/29/21 for U.S. 30 Snake River (Ontario) Bridge
- C) Oregon PW Emergency Response Cooperative Agreement

8) CORRESPONDENCE, COMMENTS AND EX-OFFICIO REPORTS

9) ADJOURN

The City Council may recess/adjourn to Executive Session under ORS 192.660(2) as follows: (a) Employment of Public Officers, Employees, or Agents; (b) Discipline of Public Officers, Employees, or Agents; (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.



PUBLIC WORKS COMMITTEE MEETING MINUTES

Tuesday, March 9, 2021, 3:00 p.m. MT

The scheduled meeting of the Public Works was called to order by Vice Chairman Scott Wilson at approximately 3:20 p.m. on Tuesday, March 9, 2021 in the Council Chambers of City Hall. Committee members present in person or attended via Teams were Scott Wilson, Pat Woodcock, and Jake Galeener; Jackson Fox and Bernie Babcock were excused.

Others present in person or via Teams were Al Cablay, Paul Woods, Kim Lord, Suzanne Mulvany and Hewitt Griffin. The press was notified and in attendance.

This meeting was recorded; copies are available at City Hall and Public Works Headquarters.

ADOPTION OF MINUTES – FEBRUARY 2, 2021

RESOLUTION, ACTION &/OR MOTION:

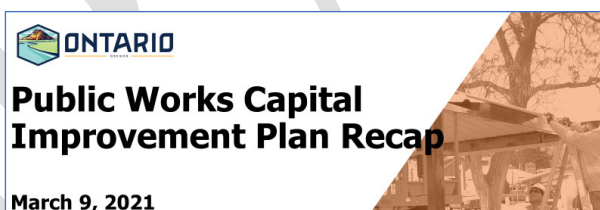
THE MOTION WAS MADE BY MR. GALEENER, SECONDED BY MR. WOODCOCK TO ADOPT THE MINUTES OF THE PREVIOUS MEETING, FEBRUARY 2, 2021: MOTION PASSED UNANIMOUSLY.

ELECTION OF OFFICERS

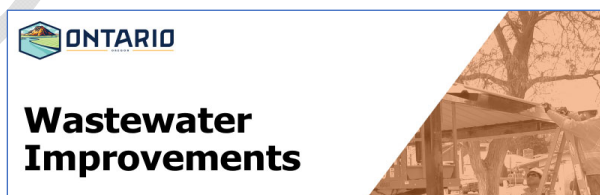
RESOLUTION, ACTION &/OR MOTION:

DEFERRED TO THE NEXT SCHEDULED MEETING, APRIL 13, 2021.

CAPITAL IMPROVEMENT PROJECT UPDATE



PLW – Thank you Mr. Chairman, members of the Commission. I think what we wanted to do is come back to you, and we appreciate the opportunity to present to you on the draft of the capital improvement plan. I think going forward we got some good comments about how we can structure that a little differently. I think you all received a copy of the final budget. And now in the spirit of what you said is take a few of these things and kind of look at the big picture of what our strategy is. I want to start out with wastewater improvements.



The big picture - The rates that the city currently has is on average a residential customer is about \$53 a month in Ontario, and that's pretty high. I don't think we want to see that go any higher. We're at kind of what the affordability criteria is, the regulatory agencies look at is 2% of median household income and we're above that by quite a bit. So, we made an argument with DEQ, that any additional regulatory burden needs a long schedule of compliance, and we

really shouldn't be trying to raise the rates any more than what they are. And so that's kind of our overall strategy here. I'll be going through just some of these projects to give you a little bit more detail what we proposed.

Tapadera Lift Station



- Lift Stations are a critical component of the City's Sewer Collection System;
- The Tapadera Lift station is one of 6 lift stations in the overall system;
- The lift station conveys sewer flow from areas east of Interstate 84 and to the wastewater treatment plant;
- The lift station is at capacity and scheduled for upgrading in next year's budget;
- The timing of the proposed Nascosto Development requires acceleration of the upgrade timeline.

One of the items that we needed to move up was supposed to be another year out, but we moved up. We talked to you and we've actually gone to go to the council. We briefed them last week on the 16th we're asking for them to expedite a contract to do the design on the Tapadera Lift Station. Just by way of background, we have six lift stations in our overall collection system. We have about just under 70 miles of collection pipe. Lift stations obviously take wastewater from a gravity situation, pressurize it and push it so they can get back to the plant. The Tapadera Lift Station is really being driven by a proposed development which is called Nascosto.



Tapadera LS Drainage Basin

Just to let you know where the drainage area is, it's East of I-84. I wish this showed up a little bit more in red, but the Tapadera Lift Station collects and then pressurizes it, and the line you see going to the West under Interstate 84, that's all under pressure for the Tapadera Lift Station.

Nascosto Affordable Housing Project



- 70 Multi-family Unit Project
- Located in NE quadrant of Ontario on NE 3rd Ave.

Tapadera Lift Station



We had this development application come in for the city that's been approved. It's called Nascosto; it's a 70-unit multifamily project. The lift station that is right here right now, and what's expediting this is we need to expand this lift station, we need to acquire property from the developer and quite frankly, we've had to have them hold off on this building. I kind of wanted them to move that a little bit further to the North but have had some resistance to that. But you know what we're talking about. We've got to keep this system flowing while we're doing this. Otherwise, we're going to have to do bypass pumping. We can do bypass pumping that's not impossible, but it's expensive. So, what we're talking about is moving it, and building a new wet well. We've negotiated with them to acquire additional property but if we have to use that existing wet well, it's just going to increase the need for bypass pumping, and we need to be careful we don't create a situation where it's going septic. This whole development kind of came up quickly and forced our hand to move forward with this project. So, at this point we're going forward with the contractor design and upgrade this. And then we're also evaluating, but as kind of a separate project the need to upsize the pipes downstream.

SW – Years and years ago we collected System Development Charges around the City to fund so that there would be capital money for growth. Is there any system development money left in the wastewater department? I don't know if this falls under that definition but when I was on that committee that was the sole purpose of collecting those fees was so that when growth came there was already money paid into a program that helped fund what the city needed to expand as the city grew.

PLW – Let me answer that a couple different ways. Number one, this absolutely fits that definition. This is a project that's not being driven by the wear and tear of the system and needing a replacement? This is a project being driven by growth of flow, which is being driven by growth in the community. So, we only have \$40,000 in system development charges and currently system development charges are not imposed on residential units. I think this project is probably \$600,000 by the time you get done, and the existing rate basis essentially funding that expansion. So, whether that's a policy matter that this committee would like to pick up and advise on? I think there is the ability to do that.

SW – That's what I didn't know is how much money. There was not a lot of growth when those fees were being imposed.

PLW – Well, in this case the direction of the council was to apply the system development charges to this project to offset costs is \$40,000. That's why we're moving forward with this project expeditiously.

Facility Plan Update



Permit Number: 01831
Page 1 of 14

NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM
WASTE DISCHARGE PERMIT
Oregon Department of Environmental Quality
Sewer Division - Permit Office
880 SE Eastgate, Suite 21A, Portland, OR 97214
Telephone: 800-365-0111

Issued pursuant to ORS 468B.010 and The Federal Clean Water Act (The Clean Water Act)

ISSUED TO:
City of Ontario
638 NW 47th Street
Ontario, Oregon 97914

SOURCES COVERED BY THIS PERMIT:

Type of Waste	Outlet Number	Outlet Location
Treated Wastewater	001	Ends River E. OR 119025041186
Recycled Water Reuse	002	R-3, 3072
Recycled Water Reuse	003	Madison Road
Recycled Water Reuse	004	Hydrex River Site

FACILITY LOCATION:
Ontario Wastewater Treatment Facility
2001 Madison Street
Ontario, OR 97914

RECYCLED WATER INFORMATION:
W-11 Ends, Madison Road
E-021 Madison Road, Lower Madison
Recycling Station name: Trade Road
E-120 119025041186, R-3, 3072

EPA REFERENCE NO.: OR000021

Issued in response to Application No. 017009 received July 30, 2008. This permit is issued based on the final use discharge in the permit record.

PERMITTED ACTIVITIES
Until this permit expires or is modified or renewed, the permittee is authorized to: 1) operate a wastewater collection, treatment, control and disposal system; and 2) discharge treated wastewater to waters of the state only from the authorized discharge point or points to which it is authorized with the requirements, limits, and conditions set forth in this permit. Unless specifically authorized by this permit, by another NPDES permit, or by Oregon state or federal law, any other direct or indirect discharge of pollutants to waters of the state is prohibited.

Expiration Date: November 18, 2023
Federal Permit Number: OR000021
Permit Number: 01831
File Number: 01831
Page 31 of 14

Task No.	Issue	Due By	Task Description	Deliverable
13	Arsenic	May 1, 2024	Facility Plan Study Update: The permittee must update and revise the reduction program to maintain ongoing reduction efforts and implement additional reduction measures (if identified). Facility Plan Study Update: The permittee must complete and submit to DEQ for approval an update of the Facility Plan content, scope and supportive monitoring plan. The update must contain items required in a Facility Plan as well as specific details on the evaluation of wastewater to use or new treatment technology as a method of complying with all load of effluent limits (Specifically, Arsenic, and Hydrogen Sulfide). The Facility Plan must also demonstrate the 10 year planning horizon for new water sources feeding the municipal water treatment facility in response to potential pollutant loading rates.	The permittee must submit a revised Facility Plan Study Outline to the Department for approval.
14	Arsenic	May 1, 2024	Facility Monitoring Plan: The permittee must submit a monitoring plan to: Identify and quantify pollutants loading into the municipal water supply and the source collection area. Quantify treatment system pollutant removal efficiency in C-11 and online system. Quantify pH and diffuse system performance before and after installation. Perform priority pollutant screening of effluent and diffuse. Perform Copper HEM pollutant screening of effluent and diffuse during two discharge seasons.	The permittee must submit a revised Monitoring Plan to the Department for approval.

City of Ontario, Oregon
Sanitary Sewer Master Plan Update
Addendum No. 1 - April 2010

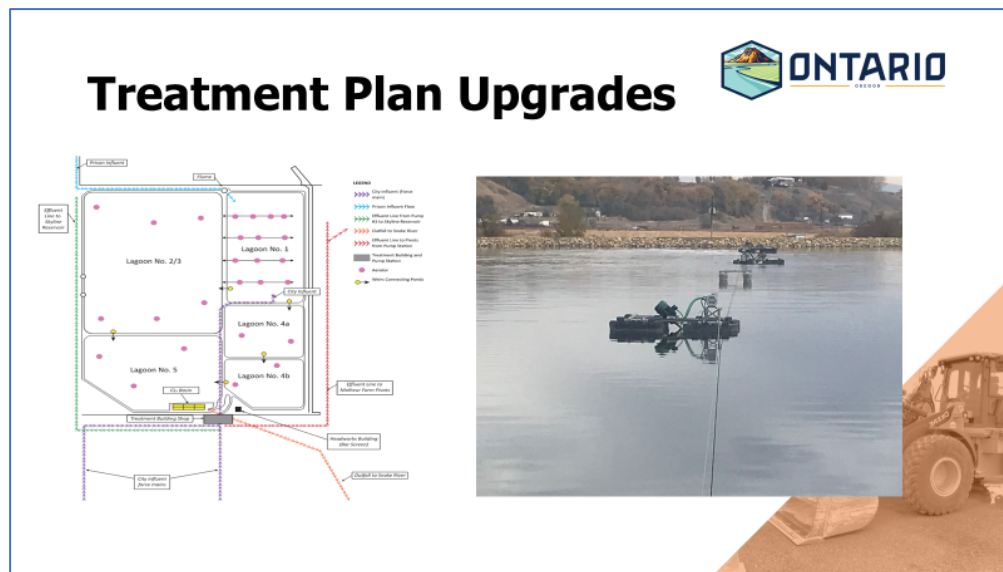




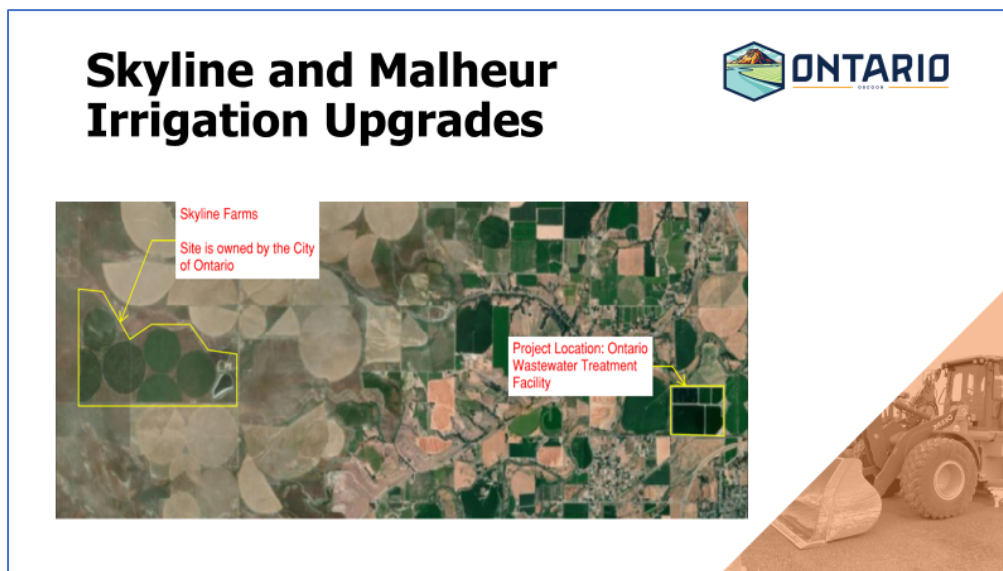
The other project that we're moving forward with is to do a Facility Plan. The City has done a lot of positioning for our growth. And just a little bit of background here, the rated capacity of the Wastewater Treatment Plant today is just over 3,000,000 gallons (3.06). Our average monthly flows are in the 1.7 - 1.8 million gallons per day range. So, if you look at historic growth there's still quite a bit of room for growth. But 1.3 million gallons per day is not in the grand scheme of things that big. If you're going to bring in a food processor, let's say a Marigold came through they are going to want at least a million gallons a day of capacity. So, on the water side we've updated the water system master plan in the last year, and on the street side we just did the transportation system master plan. We haven't updated our master plan here and the last time it was done was in 2010, and that was primarily focused on the collection system. The original master plan of which this was an addendum to goes back to 2001, so we want to pull that forward. It's a requirement of our permit. This is our permanent that went into effect in 2019. An outline of it is due in May of 2024, but quite frankly we think it's a good idea to move forward so you got water, streets, sewer for any economic development; and you've got the whole package together. There are some other recommendations like to upgrade the aerators but quite frankly, we think should be held off until we look at how the lagoon system is going to function, maybe up as high as 5 million gallons.

Therefore, this is a process which we would like to undertake starting in July if the budgets approved, and have frequent feedback from the Public Works Commission on should the City look at maybe getting out of the River? One of the biggest challenges we have with the new NPDES permit is the arsenic limit. The arsenic limit we have to meet is a 2 even though the safe drinking water standard is a 10. The arsenic issue would go away. Maybe because of the arsenic we may just want to get out year-round. It would be a lot bigger additional storage but even if we stay in the river that lagoon system might need to be modified somewhat to get better nitrogen removal.

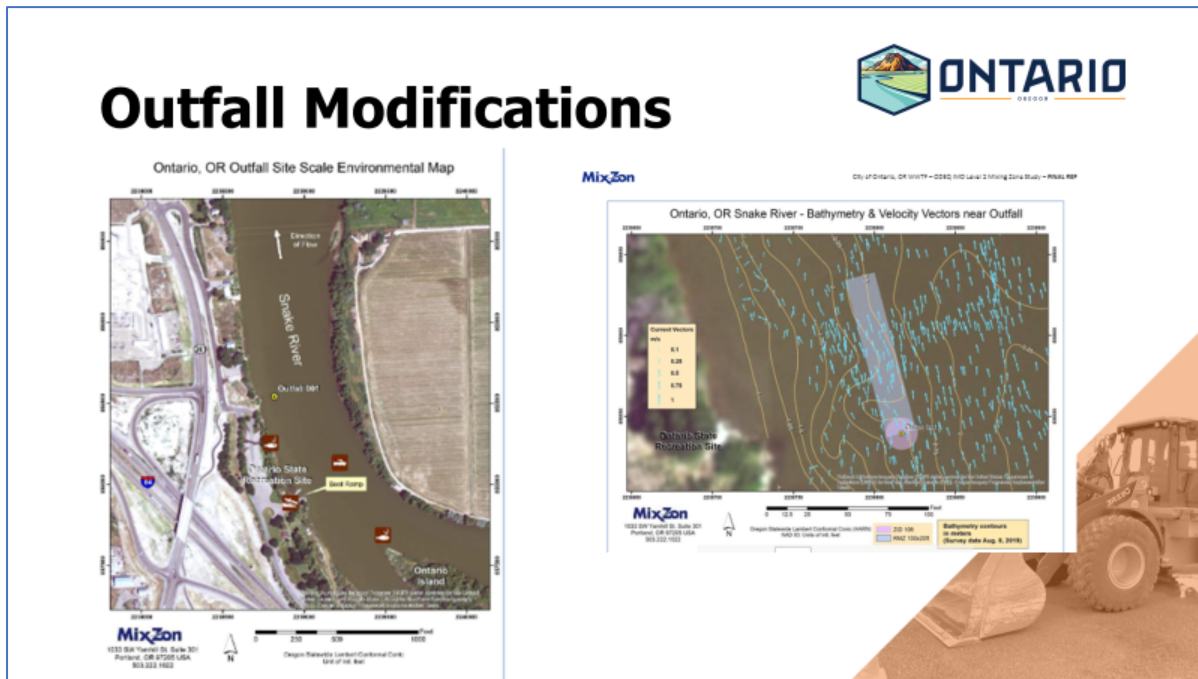
SW – Talking about getting out of the river completely is not a new conversation. We've talked about that in the past.



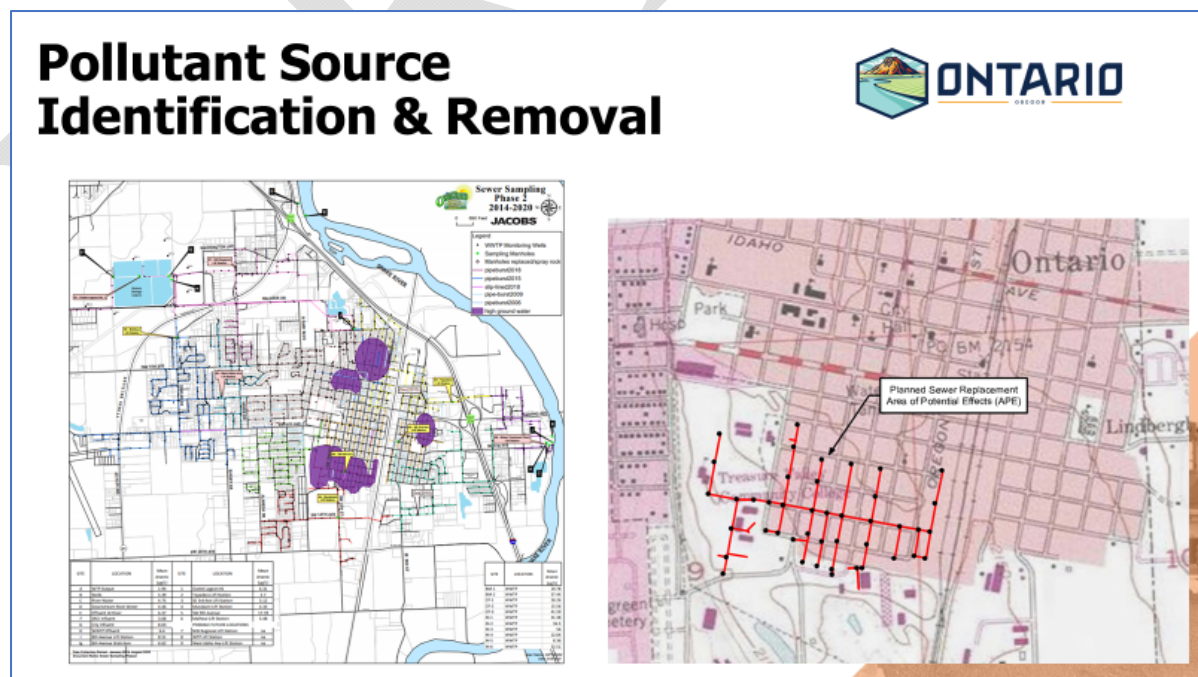
PLW – The way the lagoon system goes right now you've got the intake from SRCI, the city influent, and the aerators. And it's not just about getting air into the system, but it's utilizing real big bacteria that rely on carbon. So, the Ameresco folks had looked at replacing these aerators, which are kind of vintage like 1990. We do have to do some maintenance on them, they work but newer ones consume less energy and have less maintenance. The system they are talking about is you put the blower, an air blower on the bank, and you run piping out. But that's a \$1.8 million investment that takes 12 to 15 years to pay back and if you ask, "is this system going to work in that configuration for 12 to 15 years?" I don't know. That's why we want to do the Facility Plan so that we know that what we're investing in really makes sense.



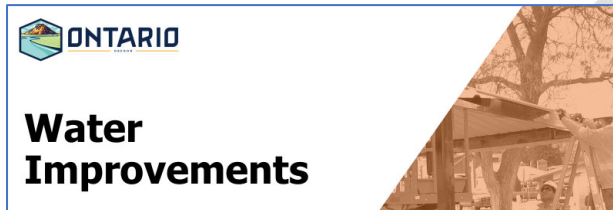
As I mentioned we have investments in both the Skyline & Malheur Pivot Systems and our pipeline that runs up there; there's a big old valve down here at the wastewater treatment plant that kind of carries all that pressure. It's a big old Zurich valve, a check valve that runs off water pressure. It is starting to leak and as we look at that there is no redundancy. So, part of the money that we put in the capital improvement plan is to replace that valve because it is leaking, and if it doesn't work it is a real problem.



One of the things that I think we talked about, and maybe didn't daylight enough is the City's current wastewater treatment outfall into the Snake River. It's used November through April and is really only a single pipe that goes out and just goose necks up and that's it. In a more modern way to configure that is you have a pipe with a header, and you have what's called these duckbills on there where water goes out it tends to fully mix more. This was a requirement of the City to do a mixing zone analysis and design an outfall, which we've done and submitted. But as a result of that it's enabled us to ask for a permit modification to remove the ammonia limit in the permit. Which is really important to us because ammonia can be a very expensive capital investment to make to do that. So, this project is scheduled to move forward over the next two years. One of the things that we need to do is just go in and actually get and secure at lease from the Department lands for the area that we're going to put our diffuser. That's part of why that process takes so long.



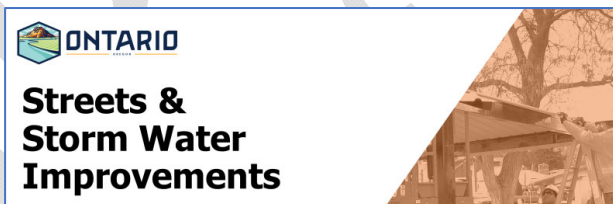
When it comes to arsenic, which has been the major driver in our permit, our approach that we negotiated and talk to DEQ about, is the fact that there's no authorized source of arsenic in the system? It doesn't come from an industry, and it doesn't come from ... (*inaudible*). It's coming from either private wells', which we need to go out and identify all sewer only customers and investigate. We have places that need to be put on the domestic water supply instead of the private wells, but we also have these areas where we've monitored where we have high arsenic and it tends to be in the old part of town and have old pipes that are not in very good shape. With the CDGB grant, these are the sewer lines we're going to be replacing this year, and again that's \$2.5 million of funding from the CDGB program and then the match from the City is \$200,000. But that is going to take a good chunk of where we are really seeing a problem with these old lines.



Sorry I don't have any fancy slides here. But our focus in the water plant we've got some upgrades to the pressure reservoirs and some pumps. The big thing is just upgrading for the next WesTech cassette to add more capacity but there is a bit of an interesting element that we want to look at first. That is that the wellfield appears to be pretty much tapped out. So, growth and water supplies are going to have to come from the Snake River. Which is going to change the blending a little bit that's gone into that WesTech system, so we want to make sure that's not going to create a problem. Therefore, we'll make sure that the expansion of the WesTech system is eyes wide open and make sure we understand all of the components.

JG – I do have a question about water and maybe nothing can be done, but is there anything in the works to improve the quality of the taste of the City's water?

PLW – Not Currently. But we can definitely take a look at that. I mean, right now the water treatment is the recipe. The recipe meets the regulatory and health aspects, but...



On the streets and stormwater as we get into sort of pavement management, that is something we want to take some of your time and get some feedback on. What do you guys think about pavement management? We have some different ideas were bringing forward; the use of maybe some unique funding ideas, and then we're going to have a meeting tomorrow increasingly using the acronym LID, Local Improvement District and that kind of gets to be not just the public works thing, but city attorney and finance, etc. There are some areas where LID's work to bring improvements forward in time. I think if it's at all shifting the cost right then that's a Loser idea, but if it's just keeping people whole on what they would have paid anyway, but bringing those improvements forward in time maybe LID's works.

And then with respect to the SE 5th St, this is a big \$1.7 million pedestrian improvement. We want to kick that off in a way that we don't come to you with one idea, with one focus area and say what you think? We want to get your input early on. The opportunities for improvement exceed the available funding, so that's always the key. How do you focus? Where do you focus? On what side of the corridor or what gets the biggest bang for the Buck? We definitely appreciated the comment on lighting. Because that's not what people are thinking so we've carried that forward on all of our representations. And throughout the year we will be coming back to you with updates on that.

AC – Any closing thoughts or questions?

SW – One comment I'd like to make is that this was quite interesting to read. Very Nice. It was really interesting to see how it plays out through all of the departments and not just a few.

AC – The next three evenings we'll be with the City Council and City Management going through and ironing out their priorities.

SW – Do you this committee to make a motion to approve this or is it okay with you just presenting it to us? I cannot remember what we've done in the past.

AC – I think it would be safe to go ahead and just get a consensus.

RESOLUTION, ACTION &/OR MOTION:

NONE

MISSION, PURPOSE, ROLE



AC – In your notebook are the Mission and Core Values that the City Council, in their past retreat was reminded of and they were requested to give their reaffirmation of the five strategic goals for the City to keep in mind as they move forward in their decisions. The strategic goals I'm referring to are Desirability, Lifestyle, Growth, Beautification, and Education. These are all listed in the City's Budget and I just wanted to give you the proper context as we move forward.



Also included in your notebook is the actual municipal code section for Public Works, and we've gone ahead and highlighted what we thought were the key sections. The first page is pretty straight forward. There's a chair, vice chair and secretary. So, that's what we'll be voting on in April. On the next page, and in regards to the mission, the purpose and the roles, the first parts Commission and in doing so, I thought I would lay the groundwork of what the... and this is what the City Attorney Larry Sullivan actually read in the Council meeting and what he read was the Purpose.

I'll go ahead and read the highlighted portions on section 2-8-5 here. *"The purpose of the Public Works Committee shall be to advise the City Council and the Public Works Director regarding matters in the Public Works area, including but not limited to, street construction and maintenance, water, sanitary sewer and storm sewer line construction and maintenance. In addition, the Committee may advise the Council and/or Public Works Director on any matter upon which the Council and/or Public Works Director requests guidance; provided, however, that the Committee shall not engage in any engineering practices..."* and I'll stop there.



Purpose ...

- American Public Works Association (APWA)
- ✓ 2021 Theme “STRONGER TOGETHER”
- Ontario Muni Code changes to Public Works Department
- ✓ Review and Recommendation
- City Council and Public Works Director
- ✓ Provide Advice

Skipping down to (b) *“The Public Works Director shall bring any and all proposed changes to the Ontario Municipal Code that affects the Public Works Department to the Public Works Committee for their review and recommendation prior to being presented to the City Council.”* That's pretty straight forward. And the last part *“This requirement shall not mean that the Public Works Department will bring the Public Works Department Budget to the Public Works Committee, as the Public Works Department Budget is the responsibility of the Budget Committee.”*

So, I thought that this would be a good time to... *(inaudible)*. There are no preconceptions as far as how this should be run. I guess my point is we're here to listen. We're here to try to coalesce how the committee feels what they need to do, and how they need to move forward in light of new players and sort of a new direction with you all, based on these five core values.



Role...

- **BOISE Public Works Commission** - Provide recommendations policies and provide direction to Public Works Department. They will provide Guidance and Feedback~
- **NAMPA Wastewater Design Review Committee** - Provide perspectives and input to evaluate cost effective and reasonable design assumptions.
- **MERIDIAN Solid Waste Advisory Commission** - Recommend to Mayor and City Council any new or amended rules, regulations, policies and fees...Automated Solid Waste Collection System. **Transportation Commission** – A forum for Transportation Planning and project development...advocates and promotes multi-modal transportation network.
- **CALDWELL Traffic Commission*** - The commission is formed for the purpose of making recommendations to the Mayor and City Council in all matters pertaining to Traffic Safety.
- **NYSSA No Commission or Committee**. Separate Streets, Water and Wastewater Departments.
- **VALE Public Works Commission** – Limited information at this time.

So, with that I thought before we would start some discussion, I did a little bit of homework. These are the cities that I did some real quick research. I've never been a member of a Public Works Committee. I worked for only two other cities that had actual committee... *(inaudible)*.

- BOISE Public Works Commission - Provide recommendations policies and provide direction to Public Works Department. They will provide Guidance and Feedback~
- NAMPA Wastewater Design Review Committee - Provide perspectives and input to evaluate cost effective and reasonable design assumptions.
- MERIDIAN Solid Waste Advisory Commission - Recommend to Mayor and City Council any new or amended rules, regulations, policies and fees...Automated Solid Waste Collection System. Transportation Commission – A forum for Transportation Planning and project development...advocates and promotes multi-modal transportation network.
- CALDWELL Traffic Commission* - The commission is formed for the purpose of making recommendations to the Mayor and City Council in all matters pertaining to Traffic Safety.
- NYSSA No Commission or Committee. Separate Streets, Water and Wastewater Departments.
- VALE Public Works Commission – Limited information at this time.

SW – Questions? Comments? - *(No response)*.

AC – This is just in essence to broach the topic and I think it's timely. I think the Mission, Purpose and Role would be a very beneficial discussion to have and I just thought this would be a good beginning. *(Handout)*



"Where Do We Go From Here?"

- ✓ List Top Three- (3)
- ✓ Review and Discuss at April 13th meeting

SW – So, list top three is as far as what we think the PWC is? Or?... *(inaudible)*.

AC – What you'd like to see out of it... I really wanted to make this more of an open-ended gesture. You know, Overture. Maybe at this point it's just worth broaching and letting the committee think about it, and at the April 13th meeting maybe you'll be prepared. And at that time, we move forward and maybe set some expectations on a timeline and how the committee sees... developing a mission statement, aligning yourself with one of the cities that I mentioned... No preconceived notions on this end. Just want us to be on the same page most importantly.

AB – I think this is a good time to discuss or refine what your mission should be, what you think you are fine with or the top three things you want to do.

SW – I know what we've historically done. Looking at a mission and what's important to us is an exercise we haven't done in quite a while. So, it would be good but would be good to have all five members here.

AB – I think in that discussion you'd want to go back to the ordinance that's establishes the Public Works Committee because it defines what it is right now.

SW – Honestly, I haven't read it in quite a while.

AC – I think last of all then what we can do is set this for the April 13th meeting and hopefully we'll have a full quorum.

RESOLUTION, ACTION &/OR MOTION:

REVIEW AND DISCUSS TOP THREE AT THE NEXT MEETING .

ADJOURN

THE MOTION WAS MADE BY MR. WOODCOCK SECONDED BY MR. GALEENER TO ADJOURN: MOTION PASSED UNANIMOUSLY.

APPROVED:

Signature

Date

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

Public invited to review plans to repair the U.S. 30 Snake River (Ontario) Bridge.

Oregon Department of Transportation sent this bulletin at 03/25/2021 12:46 PM PDT

Having trouble viewing this email? [View it as a Web page.](#)



Oregon Department
of Transportation

News Release

Online open house begins March 29 for U.S. 30 Snake River (Ontario) Bridge

March 25, 2021

More information: Tom Strandberg ODOT Public Information Officer, 541-963-1330, thomas.m.strandberg@odot.state.or.us

ONTARIO - The Oregon Department of Transportation will be repairing the U.S. 30 Snake River (Ontario) Bridge that connects Oregon and Idaho, between Ontario and Fruitland. The bridge is located less than a mile north of Interstate 84 Exit 376. To collect feedback about the upcoming project we are holding an **ONLINE OPEN HOUSE** from March 29 through April 9. Local residents, businesses, bridge users and other interested parties are encouraged to visit the website and review project plans, pictures and traffic impacts information, and then provide feedback. The online open house will be available for viewing March 29 at the following web address: <https://odotopenhouse.org/u-s-30-snake-river-ontario-bridge>.

The Snake River Bridge provides important access between Oregon and Idaho. Built in 1967, the structure is in need of repairs and upgrades. Without them, the bridge will continue to deteriorate.

We will design the project this year and construct it in 2022. Your comments will help us build a better, safer project.

Learn how we're evolving to build a modern transportation system
based on sufficient funding and equity.
www.oregon.gov/odot/Pages/SAP

Manage Account

[Unsubscribe to All](#) | [Manage Preferences](#)
[Contact Us](#) | [Help](#)



[Get Started ▶](#)

U.S. 30: Snake River (Ontario) Bridge Repairs



Welcome!

We are currently designing a project to repair and resurface the Snake River Bridge in Ontario.

You can learn more about this project by visiting each station in the open house. At the end, you will have some opportunities to contact us and submit comments or questions.

Thank you for visiting this site. Our intent is to provide you with information about the project.

*You may go directly to a station using the buttons below, or click the **Get Started: Project Overview** button at the top of the screen to move through the stations in order.*

Stations



1. Project Overview

Find general project information, including purpose, project map, timeline and project cost.



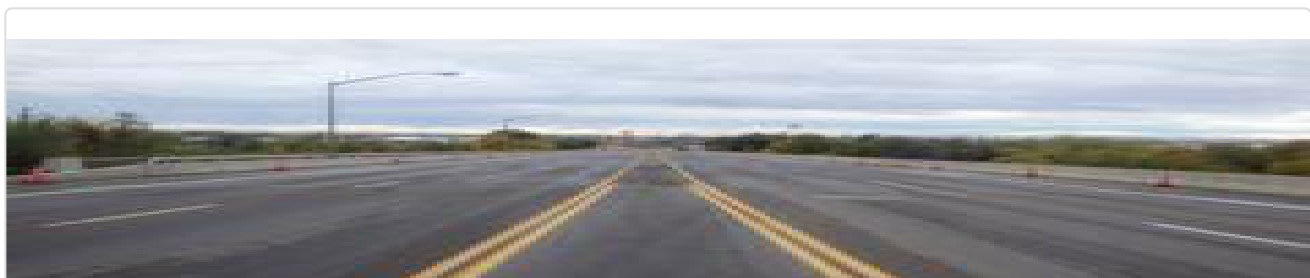
2. Project Elements

Learn about the specific project elements.



3. What to Expect During Construction

Find out how this project will impact traffic.



4. Contact US

We want to hear from you. Submit comments and questions here.



Navigation

1. Start
2. Project Overview
3. Project Elements
4. What to Expect During Construction
5. Contact US

Sharing



Share on Facebook



Share on Twitter



Find more online open houses (<https://odotopenhouse.org/>)

Contact Us

Oregon Department of Transportation (<https://www.oregon.gov/odot>)

355 Capitol Street NE, MS 11

Salem, OR 97301-3871 USA

For ADA (Americans with Disabilities Act) or Civil Rights Title VI accommodations, translation/interpretation services, or more information call 503-731-4128, TTY 800-735-2900 or Oregon Relay Service 7-1-1. Si desea obtener información sobre este proyecto traducida al español, sírvase llamar al 503-731-4128.

Website Help

[Tech Support](#)

[Comment Policy](#)

[Website Feedback](#)

[↑ Back to Top](#)

[Accessibility](#)

[Privacy Policy](#)

[Supported Browsers](#)

Select Language ▼

Powered by [Google Translate](https://translate.google.com) (<https://translate.google.com>)



Oregon

Kate Brown, Governor

Department of Transportation
Maintenance & Operations Branch
455 Airport Rd. SE, Bldg K
Salem, OR 97301
Phone: (503) 986-7915
Fax: (503) 986-3055

December 30, 2020

Dear Public Works Director:

Your jurisdiction's participation in the Oregon Public Works Emergency Response Cooperative Assistance Agreement is up for renewal. The agreement is valid for five years from the date you sign it. Your agency's commitment to the agreement has either expired or will expire shortly.

The mutual aid agreement:

- Enables public works agencies to support each other during an emergency.
- Provides the mechanism for immediate response for requests and offers of mutual aid.
- Sets up the documentation needed to seek maximum reimbursement possible.

Public works agencies in Oregon may sign the agreement or cancel their participation as they wish. The Oregon Department of Transportation (ODOT) maintains the list of all parties to the agreement. Any agency may cancel its participation by giving written notice and submitting it to the addresses listed below.

To renew or cancel your agency's participation in the agreement, email the completed signature page to:
Emergency.Operations@odot.state.or.us

If you would prefer to mail the signature page, please send it to:
Emergency Operations, PWA
ODOT Maintenance and Operations Branch
455 Airport Road, SE Bldg. K
Salem, OR 97301

If you have any questions about the agreement, please call Christina LeClerc, ODOT Statewide Emergency Operations Manager, at (503) 986-4488.

Sincerely,

Luci Moore
State Maintenance Engineer

OREGON PUBLIC WORKS EMERGENCY RESPONSE

COOPERATIVE ASSISTANCE AGREEMENT

THIS AGREEMENT is between the government agencies (local, county, or state) that have executed the Agreement, as indicated by the signatures at the end of this document.

WITNESSETH:

WHEREAS, parties to this agreement are responsible for the construction and maintenance of public facilities such as street, road, highway, sewer, water, and related systems during routine and emergency conditions; and

WHEREAS, each of the parties owns and maintains equipment, and employs personnel who are trained to provide service in the construction and maintenance of street, road, highway, sewer, water, and related systems and other support;

WHEREAS, in the event of a major emergency or disaster as defined in ORS 40 1.025 (5), the parties who have executed this Agreement may need assistance to provide supplemental personnel, equipment, or other support; and

WHEREAS, the parties have the necessary personnel and equipment to provide such services in the event of an emergency; and

WHEREAS, it is necessary and desirable that this Agreement be executed for the exchange of mutual assistance, with the intent to supplement not supplant agency personnel;

WHEREAS, an Agreement would help provide documentation needed to seek the maximum reimbursement possible from appropriate federal agencies during emergencies;

WHEREAS, ORS Chapter 402.010 provides for Cooperative Assistance Agreement among public and private agencies for reciprocal emergency aid and resources; and

WHEREAS, ORS Chapter 190 provides for intergovernmental agreements and the apportionment among the parties of the responsibility for providing funds to pay for expenses incurred in the performance of the agreed upon functions or activities;

NOW THEREFORE, the parties agree as follows:

1. Request

If confronted with an emergency situation requiring personnel, equipment or material not available to it, the requesting party (Requestor) may request assistance from any of the other parties who have executed this Agreement.

2. Response

Upon receipt of such request, the party receiving the request (Responder) shall immediately take the following action:

- A. Determine whether it has the personnel, equipment, or material available to respond to the request.
- B. Determine what available personnel and equipment should be dispatched and/or what material should be supplied.
- C. Dispatch available and appropriate personnel and equipment to the location designated by the Requestor.
- D. Provide appropriate access to the available material.
- E. Advise the Requestor immediately in the event all or some of the requested personnel, equipment, or material is not available.

NOTE: It is understood that the integrity of dedicated funds needs to be protected. Therefore, agencies funded with road funds are limited to providing services for road activities, sewer funds are limited to providing services for sewer activities and so on.

3. Incident Commander

The Incident Commander of the emergency shall be designated by the Requestor, and shall be in overall command of the operations under whom the personnel and equipment of the Responder shall serve. The personnel and equipment of the Responder shall be under the immediate control of a supervisor of the Responder. If the Incident Commander specifically requests a supervisor of the Responder to assume command, the Incident Commander shall not, by relinquishing command, relieve the Requestor of responsibility for the incident.

4. Documentation

Documentation of hours worked, and equipment or materials used or provided will be maintained on a shift by shift basis by the Responder, and provided to the Requestor as needed.

5. Release of Personnel and Equipment

All personnel, equipment, and unused material provided under this Agreement shall be returned to the Responder upon release by the Requestor, or on demand by the Responder.

6. Compensation

It is hereby understood that the Responder will be reimbursed (e.g. labor, equipment, materials and other related expenses as applicable, including loss or damage to equipment) at its adopted usual and customary rates. Compensation may include:

- A. Compensation for workers at the Responder's current pay structure, including call back, overtime, and benefits.
- B. Compensation for equipment at Responder's established rental rate.
- C. Compensation for materials, at Responder's cost. Materials may be replaced at Requestor's discretion in lieu of cash payment upon approval by the Responder for such replacement.
- D. Without prejudice to a Responder's right to indemnification under Section 7.A. herein, compensation for damages to equipment occurring during the emergency incident shall be paid by the Requestor, subject to the following limitations:
 - 1) Maximum liability shall not **exceed** the cost of repair or cost of replacement, whichever is less.
 - 2) No compensation will be paid for equipment damage or loss attributable to natural disasters or acts of God not related to the emergency incident.
 - 3) To the extent of any payment under this section, Requestor will have the right of subrogation for all claims against parties other than parties to this agreement who may be responsible in whole or in part for damage to the equipment.

- 4) Requestor shall not be liable for damage caused by the neglect of the Responder's operators.

Within 30 days after presentation of bills by Responder entitled to compensation under this section, Requestor will either pay or make mutually acceptable arrangements for payment.

7. Indemnification

This provision applies to all parties only when a Requestor requests and a Responder provides personnel, equipment, or material under the terms of this Agreement. A Responder's act of withdrawing personnel, equipment, or material provided is not considered a party's activity under this Agreement for purposes of this provision.

To the extent permitted by Article XI of the Oregon Constitution and by the Oregon Tort Claims Act, each party shall indemnify, within the limits of the Tort Claims Act, the other parties against liability for damage to life or property arising from the indemnifying party's own activities under this Agreement, provided that a party will not be required to indemnify another party for any such liability arising out of the wrongful acts of employees or agents of that other party.

8. Workers Compensation Withholdings and Employer Liability

Each party shall remain fully responsible as employer for all taxes, assessments, fees, premiums, wages, withholdings, workers compensation and other direct and indirect compensation, benefits, and related obligations with respect to its own employees. Likewise, each party shall insure, self-insure, or both, its own employees as required by Oregon Revised Statutes.

9. Pre-Incident Plans

The parties may develop pre-incident plans for the type and locations of problem areas where emergency assistance may be needed, the types of personnel and equipment to be dispatched, and the training to be conducted to ensure efficient operations. Such plans shall take into consideration the proper protection by the Responder of its own geographical area.

10. The Agreement

- A. It is understood that all parties may not execute this Agreement at the same time. It is the intention of the parties that any governmental entity in the State of Oregon may enter into this Agreement and that all parties who execute this Agreement will be

considered to be equal parties to the Agreement. The individual parties to this Agreement may be "Requestor" or "Responder's" as referred to in Section 1. and 2. above, to all others who have entered this Agreement.

- B. The Oregon Department of Transportation (ODOT) Maintenance and Operations Branch shall maintain the master copy of this Agreement, including a list of all those governmental entities that have executed this Cooperative Assistance Agreement. ODOT will make the list of participants available to any entity that has signed the Agreement. Whenever an entity executes the agreement, ODOT shall notify all others who have executed the Agreement of the new participant. Except as specifically provided in this paragraph, ODOT has no obligations to give notice nor does it have any other or additional obligations than any other party.
- C. This Agreement shall be effective upon approval by two or more parties and shall remain in effect as to a specific party for five years after the date that party executes this Agreement unless sooner terminated as provided in this paragraph. Any party may terminate its participation in this Agreement prior to expiration as follows:
 - 1) Written notice of intent to terminate this Agreement must be given to all other parties on the master list of parties at least 30 days prior to termination date. This notice shall automatically terminate the Agreement as to the terminating party on the date set out in the notice unless rescinded by that party in writing prior to that date.
 - 2) Termination will not affect a party's obligations for payment arising prior to the termination of this Agreement.

11. Non-exclusive

This Agreement is not intended to be exclusive among the parties. Any party may enter into separate cooperative assistance or mutual aid agreements with any other entity. No such separate Agreement shall terminate any responsibility under this Agreement.

12. Parties to This Agreement

Participants in this Agreement are indicated on the following pages, one party per page.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement for Public Works Cooperative Assistance to be executed by duly authorized representatives as of the date of their signatures.

STATE OF OREGON
DEPARTMENT OF TRANSPORTATION



December 30, 2020

Luci Moore
Statewide Maintenance Engineer

Date

IN WITNESS WHEREOF, the parties hereto have caused this Agreement for Public Works Cooperative Assistance to be executed by duly authorized representatives as of the date of their signatures.

Agency

County, Oregon

Authorized Representative

Date

Designated Primary Contact:

<u>Office:</u>	<u>Contact:</u>	<u>Phone Number:</u>
_____	_____	_____

Emergency 24 Hour Phone Number:	Fax Number:
_____	_____

E-mail address (if available):
