

**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, AUGUST 24, 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: Sam Baker _____ John Kirby _____ Ken Hart _____ Michael Braden _____
Eddie Melendrez _____ VACANT _____ Mayor Riley Hill _____

2) PLEDGE OF ALLEGIANCE

This Agenda was posted on August 20, 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) Minutes: City Council Meeting 07-27-2021

6) COUNCIL CANDIDATES

A) Candidate Applications

7) PRESENTATIONS

- A) National Recovery Month and Hands Around the Park
- B) Signing of \$1.5 Million PERS Debt Paydown

8) OLD BUSINESS

- A) Charter Amendments
- B) WayFinding Award of Contract
- C) Sprint Boat Race
- D) Resolution #2021-119: Master Fee Schedule

9) NEW BUSINESS

- A) Appointments to Committees: Airport; Code Enforcement Review
- B) Solar Lease Assignment to Ruiz
- C) Resolution #2021-136: Unexpected Street Revenues - Dorian Drive and Airport Way Projects
- D) Award of Engineering Contract to Keller Associates for Tapadera Lift Station Final Design
- E) Award of Civil Engineering and Surveying Contract to CK3, LLC for Design Plans and Specification for Street and Storm Water Improvements to Dorian Drive between NW 4th Avenue and West Idaho Avenue
- F) Award of Engineering Contract to Murraysmith, Inc. for Wastewater Outfall Diffuser Final Engineering Design and Permitting
- G) Award of Cultural Monitoring Contract to Support CDBG Sewer Line Replacement Project

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.

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- 10) DEPARTMENT HEAD UPDATES**
 - A) Finance: Monthly Report
- 11) DISCUSSION ITEMS**
 - A) Homeless Shelter at the Airport
 - B) Transient Occupancy Tax for RV Parks
 - C) Downtown Attraction Study Update
- 12) HAND-OUTS**
 - A) Check Register: July 2021
 - B) Minutes: County Court 07-28-2021; 08-11-2021
- 13) CORRESPONDENCE, COMMENTS AND EX-OFFICIO REPORTS**
- 14) ADJOURN**



CITY COUNCIL MEETING MINUTES July 27, 2021

The scheduled meeting of the Ontario City Council was called to order by Mayor Riley Hill at 6:00 p.m. on Tuesday, July 27, 2021, in the Council Chambers of City Hall. Council members present in person or by call-in were Riley Hill, Sam Baker, John Kirby, Eddie Melendrez, Michael Braden, and Ken Hart.

Members of staff present in person or by call-in were Adam Brown, Tori Barnett, Peter Hall, Dan Cummings, Terry Leighton, Steven Romero, Kari Ott, Larry Sullivan, Al Cablay, and Erik Hartley.

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

Mayor Hill led everyone in the Pledge of Allegiance.

AGENDA

This Agenda was posted on June 11, 2021. Copies of the Agenda are available from the City Hall Customer Service Counter and on the city's website www.ontariooregon.org.

Mayor Hill added an item to New Business: Election of Council President.

HART moved, BAKER seconded, **TO ADOPT THE AGENDA AS AMENDED**. Roll call vote: Baker-yes; Kirby-yes; Braden-yes; Hart-yes; Melendrez-yes; Hill-yes. Motion carried 6/0/0.

CONSENT AGENDA

KIRBY moved, BRADEN seconded, **TO ADOPT THE CONSENT AGENDA, WHICH INCLUDED COUNCIL MEETING MINUTES OF JUNE 3, 2021; AND JUNE 15, 2021; AND A LIQUOR LICENSE APPLICATION: BLACK PALOMINO, LLC**. Roll call vote: Baker-yes; Kirby-yes; Braden-yes; Hart-yes; Melendrez-yes; Hill-yes. Motion carried 6/0/0.

PUBLIC COMMENT

Freddy Rodriguez, Ontario, stated: *Good evening Mayor and Council members. I'll keep this under 3 minutes. These two comments are for the members of Council and Mayor: first comment is about your upcoming discussion on how to fill-in the vacant seat that I left behind. In the recent past, Council has opted to pick someone to fill seats out of applications submitted. Let me just be frank, although it's hard to argue any of those picks, it's very, very obvious based on community pulse and feedback that the decision made earlier this year to nominate me, the first ever recalled Councilman in Ontario, to Council President by Council, does not carry the perception of adequate or sound decision making by current Council. I was nominated by Council's own chosen member, making it to where the community had nothing to do with the decision to put me on as President after over 200 citizens had signed a petition to recall me in 2020. Not only am I seeing on social media, but am still being told publicly almost daily, those who appointed you to President must go. Let's be clear that's a bit harsh, but I might be bias in that one. But it does argue the fact you all must seek community input this time. This time around it would be best for you all to seek community input on who to pick to fill a seat that is normally filled with individuals chosen by the voters. Secondly, it appears the chief is going to seek to ask you guys for money to pay for a deeper more intense and thorough audit of the evidence room. Mayor, this is where you must pull out that shell game ex-Councilman Crume gave you to figure out where you're going to get this cash because this cannot be put aside. The fact that we are already looking at more possible*



ghost items in evidence a couple years into our new chief's tenure is almost demanding of an out-of-agency audit. Without the funding, this will fail internally is my understanding, and that cannot happen in a situation like this. This situation is aching for the transparency you all will have the ability to provide with a couple of shell shuffles and a vote. Please do the right thing for the integrity of the department. Also, you should probably wait to be back at full strength with zero empty seats before you. Thank you all for your time.

Tom Greco, Ontario, stated: Mayor and Council, thanks for allowing me to speak. I'm speaking tonight to support the Fire Chief in his efforts to keep 55 NE 2nd Avenue, the old public works shop, as a training site for his people. Many of you know me as the Pastor of Ontario Community Church, but for the first half of my adult life, I was an Army officer and infantry Army officer, serving for 24 years. I've served in Panama as the J5 and also the Secretary of the Joint Staff and helped design the operational plan for Just Cause. I served as a rapid deployment force S3 or Operations Officer, and I also commanded the task for during Operation Desert Storm deep behind enemy lines. I know about the military, today's military, they're fighting near peers, what we call near peers, Russia and China. They have the same weapon systems, the same equipment, the same technology that we have. The only edge that our military has is training. In fact, we've always said that we need to be able to outshoot, outfight, and outmaneuver our enemy if we are going to win. The only way you do that, the only way that you keep your edge, is through training. We also used to say that the more you train in peace, the less you bleed in war. And I think the same holds true for our law enforcement and our fire personnel and EMT personnel. The more we train, the more opportunities we have for training and facilities for training, the more likely that we're going to be able to save lives of our citizens and also save lives in our law enforcement, as well as our fire department and EMTs. Training is absolutely essential and that's why I support Chief Leighton in his efforts to keep 55 NE 2nd Avenue as a training site for our firemen. Thank you.

PRESENTATION

Fire Training Facility (Proposal Attached)

Terry Leighton, Fire Chief, presented.

Councilor Hart stated the city had spent Covid funds earlier in the year for a training facility for the Police Department, correct?

Chief Leighton stated the department had a facility that previous Chief Kuntz was able to obtain a portable classroom four years ago. Unfortunately, there were many things that needed repair. Chief Romero used those funds to make those repairs. It was two classrooms and a shooting range.

Councilor Hart stated Chief Leighton talked about using the shop space, but there were other classroom spaces set aside for training, so this would be another training facility owned by the city. It was not close, but it was another space.

Chief Leighton stated in their situation, it worked great, but for the Fire Department, it was too far. It was like driving to Nampa. There were far more types of training that could be offered at the shop that both agencies could utilize.

Councilor Hart stated also on that night's agenda was the possibility of leasing the shop to a commercial entity. If the city took that option, could Chief Leighton use some of the space for part of the training? However, the Lessor might not be interested in doing that, and he wasn't sure how much space the applicant was seeking.

Chief Leighton stated the department would attempt to utilize some of it, but the main place they wanted to begin with, which would benefit them as a whole, was the classroom area and the storage behind it. When the department currently laid a hose line there, they opened the gates and laid the hydrant on NE 2nd and laid into that, so they would not be able to get access through that area. Also, he felt his department was behind the curve on training. They needed that facility. He and others had started this action several years ago, and got so close, but then the city put in the little homes, and there had been Ani-Care there. To wait to do this down the road was not going to be beneficial overall.

Councilor Kirby stated when they placed the tiny houses, Nichols Accounting objected; had he had contact with Nichols to see if they objected to this?

Chief Leighton stated he had not approached them, but Nichols had seen them there doing their activities. He believed they would appreciate having the department as a neighbor. But, he would do so. He'd like them to see the plan.

Mayor Hill thanked Chief Leighton for the presentation and asked that he not take his questions as confrontational. He had talked about 50-60 hours of Hazmat training, when the city recently received about \$3500 from the state for Hazmat training, and those two numbers don't seem to compute. Also, how much physical training was done annually that the facility would be need? How many times a month would it be used?

Chief Leighton stated regarding Hazmat, he believed he was speaking to the Hazmat contract that was just approved, and those dollars accounted for all of the department personnel to train. That did not include new members who had to go for 80 hours of training that was conducted elsewhere. Those dollars covered all that stuff. Also, they had to train others in areas to a level called Awareness and Operations, and his department provided that training so that counted in some of the training dollars also. For the physical question, he estimated they trained, just with the parttime guys that trained every Tuesday, if they had that facility, it would be used two to three nights a week. If all of it was done, including the EMS part that was done at City Hall, it was not physical but on location, such as CPR training or bandaging, they would be on site three to four of the days of the week. The career staff would be able to go on their shift to train, and not have to set up all the equipment. They could leave it set up if they got a call. They also had their own separate training, about three hours, which occurred at least once a month.

Mayor Hill stated he read the letters submitted with the request, and there was obviously a lot of support for it, and Rural stated they would contribute, but the other agencies and other cities, how much would they contribute? As indicated in their letters, they wanted to use the facility, too.

Chief Leighton stated he could not provide an answer but could say that their Chiefs definitely supported it. The Vale Mayor was a previous firefighter and recognized the value of the training facility. If they had money in their training budget, some could go to the facility. He was currently the president of the Snake River Valley Fire Chief's, which was 26 departments strong between Idaho and Oregon, and they had all indicated they would want to contribute to making this central location facility happen.

Mayor Hill stated he appreciated Chief Leighton trying to find out the insurance rates, because he had asked that question multiple times with no answer. There had to be an answer somewhere. The city budgeted \$3M the city should receive for marijuana tax, but they were going to fall \$500K short. The city also had others in the area who wanted the city to get the pool and were seeking \$250K. How could they deny that request, but were going to put it towards a fire training facility? That was something the Council had to answer.

Chief Leighton stated he appreciated what the goal of the Council had with the city, including all the work put in by staff to, for example, decrease the PERS debt, which was a smart move, but if they were short \$250-300K, maybe that needed to be looked at. He didn't know if people realized the benefit, and he understood that fiscally. He also understood the desire for the pool. This community needed something, but they also needed to know that when they called 9-1-1, professional people would respond to take care of them. They were called over 2,400 times a year.

OLD BUSINESS

Hangar Incentive Program

Erik Hartley, Airport Manager, presented.

Councilor Hart asked how the plan to make the airport self-sustaining moving?



Mr. Hart stated it was a daily operation. That was the way he led the airport. He operated under Safety, Security, and Sustainability. This plan would provide about 18 years' worth of a tax base that the city did not currently have. This proposal had been in front of the Airport Committee, who voted for it to move forward.

KIRBY moved, BRADEN seconded, **THE CITY COUNCIL APPROVE THE HANGAR INCENTIVE PROGRAM WHEREBY A NEW HANGAR CONSTRUCTION'S ANNUAL LEASE FEE IS WAIVED FOR TWO YEARS.** Roll call vote: Baker-yes; Kirby-yes; Braden-yes; Hart-no; Melendrez-yes; Hill-yes. Motion carried 5/1/1.

NEW BUSINESS

Resolution #2021-127: Abstract of Votes – Special Recall Election (Alfredo “Freddy” Rodriguez)

Tori Barnett, City Recorder, presented.

HART moved, KIRBY seconded, **THE CITY COUNCIL ADOPT RESOLUTION #2021-127, A RESOLUTION ACCEPTING THE ABSTRACT OF VOTES FOR THE JULY 6, 2021, SPECIAL ELECTION: RECALL ALFREDO "FREDDY" RODRIGUEZ.** Roll call vote: Baker-yes; Kirby-yes; Braden-yes; Hart-yes; Melendrez-yes; Hill-yes. Motion carried 6/0/0.

Election of Council President

Mayor Hill asked for nominations for the position.

BAKER moved, KIRBY seconded, **TO APPOINT KEN HART AS COUNCIL PRESIDENT.** No vote.

Councilor Braden expressed an interest in the position but would support the nomination of Councilor Hart.

BAKER moved, KIRBY seconded, **TO CLOSE THE NOMINATIONS.** Roll call vote: Baker-yes; Kirby-yes; Braden-yes; Hart-yes; Melendrez-yes; Hill-yes. Motion carried 6/0/0.

Retyped Motion:

BAKER moved, KIRBY seconded, **TO APPOINT KEN HART AS COUNCIL PRESIDENT.** Roll call vote: Baker-yes; Kirby-yes; Braden-yes; Hart-yes; Melendrez-yes; Hill-yes. Motion carried 6/0/0.

Resolution #2021-125: Airport Security Improvements

Kari Ott, Finance Director, presented.

HART moved, KIRBY seconded, **THE CITY COUNCIL APPROVE RESOLUTION #2021-125, A RESOLUTION TO APPROPRIATE NECESSARY FUNDING FOR AIRPORT SECURITY IMPROVEMENTS.** Roll call vote: Baker-yes; Kirby-yes; Braden-yes; Hart-yes; Melendrez-yes; Hill-yes. Motion carried 6/0/0.

Resolution #2021-129: Enterprise Zone Renewal

Adam Brown, City Manager, presented.

KIRBY moved, MELENDREZ seconded, **THE CITY COUNCIL APPROVE RESOLUTION #2021-129, A RESOLUTION TO RE-DESIGNATE THE MALHEUR COUNTY ENTERPRISE ZONE.** Roll call vote: Baker-yes; Kirby-yes; Braden-yes; Hart-yes; Melendrez-yes; Hill-yes. Motion carried 6/0/0.

Public Works Shop: Future Uses

Adam Brown, City Manager, presented.

The former Public Works Department City Shop had been leased on and off for the last seven years. It had had two tenants for about three of the last seven years. Ontario Fire and Rescue had used the building and adjoining city grounds to train fire fighters. A proposal to lease the building was received by city staff from GelFire Systems LLC.



The Council needed to consider whether to lease the building again or to leave it unleased and dedicate it to a regional training facility for Ontario Fire and Rescue and surrounding communities.

The City Shop was put out of use when the city entered the contract with CH2MHILL, now Jacobs. It was determined that vehicle maintenance would be farmed out to local repair shops. The building had been leased out, on and off, since 2014. The first lease of the shop was about \$1,700 per month. The next lease between a discount on services and rent, was approximately \$1,800 a month. The facility had been vacant for just under a year. The fire department had been using the building as a training facility. They have long talked about using the property as a training facility within the department, within the Rural Fire Protection District, and members of the Snake River Valley Fire Departments Association. They had not consolidated all of those ideas on paper until now though.

Through several offers and counter offers staff negotiated a lease of \$1,950 per month. Staff believe this was within the current market rate for light industrial space of this kind. Staff received an offer to lease the building for \$1,800 per month. A formal lease would have to be constructed, but the lessee had put forward the terms of the lease he was looking for in the attached letter of interest. The terms being sought by the lessee in summary were: 1) The building and parking lot on the west side; 2) A fence would be modified to the boundary in the attached map by the lessee; 3) Lessee would take on the maintenance, upkeep and cleaning, with only catastrophic failure to the roof and HVAC on the lessor's burden; 4) The city would maintain insurance on the building, but GelFire Systems would carry liability insurance in the amount of \$1 million naming the city as additionally insured; 5) Possession would be granted to GelFire Systems on September 1, 2021; and 6) The term of the lease would be 40 months, meaning that the lease would end on December 31, 2024.

After the lease ended, the lessee intended to move into a newly constructed facility, unless the city determined it wanted to sell the property to the lessee. From other businesses run by the lessee, it appeared that GelFire Systems would be a good tenant and custodian of the property. GelFire Systems explored other options in the city and determined that their next best option if this space did not work out, was to build their own space. Construction prices were not favorable to doing that now though.

This item met the strategic goal of Growth. This lease would support a promising new business within the city. From an economic development perspective, staff was excited to have this business grow in the Ontario community. GelFire Systems already had contracts with many federal agencies including the Bureau of Land Management, the Forestry Service, and California Fire, and appeared to have a highly successful trajectory.

Staff believed the market rate for this space as light industrial land was around the negotiated amount of \$1,950 per month. The lessee would pay taxes and utilities on the property leased from the city. The lease would generate \$23,400 per year. The plans for the Fire and Rescue Training Facility were not addressed in the five-year Capital Improvement Program. If the Council were to allow the Ontario Fire and Rescue to go forward retaining it for the training facility, staff would look to collaborating with other communities to fund the improvements. If the Council were to lease it for the 40 months, the proceeds of the lease could be designated specifically for build out of the training center. The city could focus on other aspects of the training facility until the lessee vacated the building, at which point they could turn their focus toward having the building as training space.

The perspective lessee would like the City Council to act immediately to approve the terms of the lease, after which the City Attorney could draft the lease documents. GelFire Systems was ready to pursue other options for their fast-growing company, but they would like the Council to consider this option so they could make the best financial decision for their business.

While it was the City Council's responsibility to approve leases of city owned property, it was their responsibility to consider the needs of public facilities like a fire training facility and allowing the staff to carry out those plans. Unfortunately, staff had not had the concept reduced to writings or drawings up until this time when a decision was necessitated.

The Council could save the property for use as a regional fire training facility, and other fire departments were interested in using this facility. This could also help ISO ratings for each community that could claim it as a training facility, which should theoretically reduce insurance premiums for residents. Ontario was the largest Fire and Rescue Department in the Snake River Valley area and it made sense to have it located in Ontario because it was central to the surrounding communities.

It was his recommendation as City Manager that the city retain the property for the fire training center; however, should the city feel inclined to approve the lease, it was believed that it was a good proposal and a good agreement for the City. Staff negotiated it in good faith and believed the tenant would be a good fit for the facility. If the Council approved the lease, he recommended that it be approved with the intent to use the funds generated by the lease to fund improvements to the training facility. This could be used as matching money to pursue other grants to build out the facility.

Mayor Hill asked if the city were to lease the property to Mr. Jones, would it be a triple-net lease and the city would not be putting any improvements into the facility.

Mr. Brown stated that was correct; however, there was a catastrophic clause in the agreement for failure of roof or the HVAC system.



Councilor Hart asked how much land the company would actually leasing? He could see the red line on the map but would like a more definitive number. Was the water tower included?

Mr. Brown stated it was the red line and everything south of that, including the building, but would not include the pole barns to the west of the building. From the red line south to 2nd Street and the building.

Councilor Hart confirmed it was Lots 6300 and 6301, but 5800 would remain owned by the city.

Chief Leighton stated 6300 was Nichols, so it would be just 6301.

Councilor Hart asked where the department currently stored their equipment.

Chief Leighton stated equipment was stored “here”, so they would not have to move for that part.

Councilor Kirby stated it was his understanding that Mr. Jones had property to build on, and was considering building but because of the high cost of materials currently, he decided that leasing was better for a time specific, but would then build at a later date?

Dan Jones, Applicant, stated that another consideration was the possibility of leasing, regarding the current 40-month proposal, that after the 30th month, they could begin the process of constructing a facility on SW 19th Avenue in Echanis Subdivision. Everything was set up ready to start building but wanted to postpone building at this time. There were sever disruption in supplies currently. For a building sitting vacant, he reached out to the City Manager, and it was now before the Council for consideration.

Councilor Braden stated this was government owned property, and they were looking at it for the best way to utilize it. The Council had many land leases, and were aware that properties sometimes sat vacant, and there were times when they struggled with the leases. He was 100% confident in Dan Jones and the proposed lease, but he looked at government use of a government-owned building and an opportunity to enhance the city’s public safety training

facilities that helped Ontario and the greater area, that was his preference. He wanted to see it used as a training facility. This was a good, fair lease, but Chief Leighton made a pleading case, and he wanted to go that route.

Councilor Kirby stated on one hand he felt much like Councilor Braden. There had been a vision for the training facility for many years and had been changed and diverted at different times. When he had taken the tour of city facilities, the City Manager had stated that building was specified as a future training facility. He knew that Mr. Jones' business actively produced fire suppression equipment used all over the United States and other countries, and it was an important thing for the community, and he didn't want to put a damper on them doing that, but the Council had their own people seeking to train. The only thing he could see out of this as a benefit, removing the personalities, was that if the city did that, depending on the ability of the fire department and its aligned organizations, to assist in acquiring money to make the improvements they wanted, Option #2 might be the route to go. He preferred to put it up for a vote of Option #3, to keep the vision of public safety intact. If that didn't work, go for Option #2.

Councilor Braden asked to make a motion.

Mayor Hill stated he had a comment to make first. He understood the sentiment, but in reviewing the proposal, he did not see where the fire department was losing anything by leasing the property to Mr. Jones, and the city would keep a business here that hired employees. If the Council were to lease this property to Mr. Jones, the fire department lost nothing, the city gained money, and it gave the fire department time to negotiate with the other agencies that indicated they wanted to participate in training with the Ontario facility. He was in support of Option #1.

Councilor Hart noted that land where they discussed putting the box tower was still available? That could be phase one of trying to get something moving forward as they looked at the upcoming budget, and maybe getting other financial commitments from those other entities. Here was a local business who had been in Ontario, wanted to stay in Ontario, could stay in Ontario, so that might be a way to use that. How many days was the training facility that the city just paid for was used? He was aware that it was not convenient, but the city did own a facility and it had classroom space. They needed to be judicious with resources. Was the existing facility already being used most days?

Chief Romero stated it was used consistently. Tomorrow they would be using it, and the next day would be their federal partners. That facility was a dirt facility; it was not paved. He did not know from the Fire Chief's standpoint what type of physical environment he needed to carry out his training, but the classroom space was indoors.

Councilor Melendrez asked Chief Romero if the proposed new facility would benefit OPD?

Chief Romero stated the way he understood the proposal, it would be a cross-discipline, cross-agency, multi-sector training cadre, which was needed under Presidential Directive #5, in 2004. Most cities across the country had a co-located training facility to train for those major events. It was also a good venue for private sector cross training, because it would include public works, health departments, business owners, people who were relied on for major catastrophes, not just police and fire. It would benefit everyone in the community.

Councilor Melendrez asked if it could be a regional training center for law enforcement?

Chief Romero stated absolutely. There was a lot that could be done.

Councilor Kirby asked if the Council were to allow for a 40-month lease with GelFire, and then designate the proceeds from that lease to go into a fund specifically to fund the improvements requested by the departments, would they be encumbering a future Council?

Mayor Hill stated they would be encumbering a future Council and he did not believe that was legal.



Mr. Brown stated they could designate funds from a lease, and that was legal, but it could be overturned by a future Council.

HILL moved, HART seconded, **THE CITY COUNCIL MOVE FORWARD WITH APPROVING A 40-MONTH LEASE WITH GELFIRE SYSTEMS, LLC.** Roll call vote: Baker-yes; Kirby-no; Hart-yes; Braden-no; Melendrez-no; Hill-yes. Motion failed 3/3/0.

HART moved, KIRBY seconded, **THE CITY COUNCIL MOVE FORWARD WITH APPROVING A 40-MONTH LEASE WITH GELFIRE SYSTEMS, LLC AND DESIGNATE THE PROCEEDS FROM THE LEASE TO BE SET ASIDE FOR A BUILDOUT OF THE REGIONAL TRAINING FACILITY.** No vote.

Councilor Melendrez verified with this motion it could take three or four years before they would build something for the fire department?

Mayor Hill stated that would depend on the budget process. The proposal was predicting a \$350K cost for year three.

Councilor Hart stated the classroom space, that part of the building, would be lease for at least 40 months under the proposed lease unless there was a change by the lessor; however, there was other land available and maybe that was something they could research during the next budget cycle, to try and do something with maybe the tower or something similar. His interpretation was they'd be leasing the main facility that the Chief reference to Gelfire.

Councilor Kirby stated there would then be an accumulation of funds of about \$23K annually, so approximately \$69K which would go into a fund to help with the building and maybe assist in acquiring matching grants.

Councilor Melendrez stated he wanted to support businesses, but he would like to see something for Fire & Rescue as soon as possible to get the training they needed and to move forward with their vision.

Councilor Braden stated the Police Chief made a well-thought out, well-reasoned request of the Council, supported by the City Manager, and he supported both of them as staff wanting to make this a training facility.

Mayor Hill stated the motion was a reasonable compromise, and the cost of operating the facility, knowing how budgets worked, that there was probably not enough money for things that came up. He knew they'd see additional requests as things continued. Using the money as it was received was a reasonable compromise.

Retyped Motion:

HART moved, KIRBY seconded, **THE CITY COUNCIL MOVE FORWARD WITH APPROVING A 40-MONTH LEASE WITH GELFIRE SYSTEMS, LLC AND DESIGNATE THE PROCEEDS FROM THE LEASE TO BE SET ASIDE FOR A BUILDOUT OF THE REGIONAL TRAINING FACILITY.** Roll call vote: Baker-yes; Kirby-yes; Hart-yes; Braden-no; Melendrez-no; Hill-yes. Motion carried 4/2/0.

DEPARTMENT HEAD UPDATES

Finance: Monthly Report *(Attached)*

Kari Ott, Finance Director, presented.

Airport: Quarterly Report *(Attached)*

Erik Hartley, Airport Manager, presented.



DISCUSSION ITEMS**Business Registrations**

Adam Brown, City Manager, stated this was back before Council at their request, for a review of the program. There were currently 200 registrations active for 2021. A first-time registration was \$25, and \$10 for every annual renewal. Review was around \$2,000 to \$2,900. This was not a revenue-generating program. The fees basically covered the hard costs and a marginal amount of staff time. The impetus for the business registration was to provide key information for public safety officials responding to emergency events at businesses. Police and Fire have access or knowledge of the owner's contact information, fire suppression systems, security systems, guard dogs, Knox box location, hazardous materials, and whether anyone is residing at the business. The information collected in the business registration is intended to help staff address what they may encounter on scene as they respond to incidents. Benefits to the Fire Department included: 1) Having contact information in case of emergency; 2) Having contact information to do pre-fire planning; 3) Having contact information in case of a hazardous-materials situation; 4) Data retrieval for company inspections; and 5) Data retrieval for information for property sales, new construction, and remodel projects. For the Police Department, it would include 1) Having contact information in case of emergency or alarm activation; 2) Data retrieval for crime statistics based on types of businesses; 3) Data retrieval for outreach—development of crime prevention opportunities for businesses; and 4) Providing infrastructure profile for developing PD response plans.

Other considerations to factor in would be that the database was only as good as the compliance and accuracy of the information; the city might have more businesses sign up if the cost were removed; there was a penalty for non-compliance, but the city did not have the staff to enforce it fairly; and the fine was for \$100 plus \$10 for each day the business failed to register; without the business registration, the city's public safety officers would be going into situations blindly; and finally, businesses expected it.

What do other places do? With a Business Licenses: John Day, Vale, Nyssa, and Pendleton. Without a Business Licenses: Hermiston, La Grande, Burns (under consideration), and Baker City.

Some options for the Council to consider might be to keep the low-cost business registration to cover sticker costs and mailings; Remove the cost of the business registration but continue to require it; Have a voluntary business registration with no cost, but likely to see low participation; or Remove the business registration.

Mayor Hill favored getting rid of the Business Registration. He believed there were too many overlaps. For example, if someone owned an apartment complex, but farmed it out to a management company, both had to register. If someone was a business owner that had five or six different companies, all of them had to be registered. It was too cumbersome. Let the Chamber of Commerce handle it.

Councilor Hart asked if the process was electronic or paper-driven? Receiving a reminder and paying online was slick, easy, and fast.

Peter Hall stated that was something that could be considered. Currently, it was paper based, which landed with the City Recorder. There was, however, all the permits were put into an electronic system, and some of the licenses were being finished up. This was something that could be placed into that system and offer online if that was the direction the Council wanted to go.

Councilor Hart stated he reached out to the Chamber, who mass emailed the membership. A few responses were received, and most were positive. One item raised was that a business had to complete the form every time. What he'd like to see was similar to what he received from the state: here's the form, has it changed, and most of the time you got to click no and then just submitted it. If they continued to have the program, anything that could be done to make it easier for the businesses to be in compliance, he'd like to see. He had a difficult time with having a fine, but not enforcing it. Get rid of the fine.

Councilor Braden stated this program was before his time on the Council, but with his experience at the Small Business Development Center at TVCC, where they helped businesses complete these types of forms, and everything he was saying was valid and on point with what they experience working alongside business owners as they were unaware of the program, so they explained that Ontario did have a business registration, it was for public safety. He received an email from the SBDC Director and staff who said they still found it a very productive program and they would like to see nothing change, aside from making it go digital instead of pen and paper.

Mayor Hill was not on the Council but attended the meetings when this program was initially introduced. It was very controversial. He recognized some positive things for fire and had received late night phone calls from the police about break-ins, so he did understand, but it was cumbersome.

Councilor Hart stated in speaking with John Breidenbach, Chamber CEO, who indicated an interest in pulling together some members of the business community along with a couple Councilors to maybe do side work group with Adam or Peter to look at it more closely. It had been around awhile, so it was probably time to refresh it. Was there another Councilor who would be interested in working on that with him? If they were going to keep it, they needed to make sure it worked for the city.

Consensus for Mr. Breidenbach and Councilor Hart to look into the program and bring it back to Council for discussion. Councilor Kirby agreed to be on the panel.

Replacement Process for Council Vacancy

Adam Brown, City Manager, presented. Councilor Hart suggested some questions for the applicants if the Council opted to go through an application process. Staff turned that into a fillable form. The replacement of the vacant Councilor seat was at the discretion of the Council. Past practice had been for staff to put out a request for applications.

Mayor Hill stated in reviewing the suggestions, one question read “who is your current employer and what is your title?”. A person might be self-employed and not have a title, or someone might work for someone who didn’t have a title, and it might suggest that without a title, they were not worthy of applying. He did not like the word title.

Councilor Kirby stated he believed there were three options: they could take the next highest vote getter from the last general election; they could ask for resumes’ and consider applicants based on that; or they could do nothing and wait for the next general election.

Ms. Barnett informed them a fourth option would be to call for a special election.

Councilor Hart stated he read that someone was going to try to get marijuana legalization on the ballot in November for Malheur County. If that happened, the city could piggyback on that.

Mayor Hill favored taking resumes and making a decision from those applications.

Councilor Kirby stated he would be in favor of taking resumes. He suggested changing the words to maybe read “in what capacity” or something similar.

Councilor Braden stated he and the Mayor had been through this process before as when previous Council Dan Capron had to step down. The pool of applicants was strong, giving the Council good choices. They had selected Councilor Hart from that group. He felt that was a strong, productive way to proceed. He’d like an interview process and then select from there.

Councilor Baker agreed. It was the least expensive way, and it was the quickest end to their predicament.



Councilor Kirby stated if they were to move ahead, it would be easier to arrive at a motion that would include all they were discussing. What timetable were they thinking?

Mr. Brown believed it had occurred within a two-month period. Staff would place the advertisements in media, open it up for a period of time, and then bringing the resumes back to the Council.

Councilor Melendrez stated he liked the idea of someone being voted in. It would cost money, but if it was possible to go the route of having the citizens vote someone in, he like that.

Councilor Braden agreed they'd like community input, but it was very difficult in such a condensed time frame for the voters to become aware of the individuals, their qualifications, and their desires. When they had done that, they attended a forum, provided in-face presentations at the Cultural Center, and did things to share their vision and goals were for working as a Councilor. That would be hard to do in such a short time frame, to place it on a special ballot.

Councilor Baker stated in his opinion, in they were interested in running on a ballot, they would be interested in putting their resume in.

Councilor Kirby agreed with Councilor Braden's idea.

Mayor Hill stated the process would remain the same. If there was a consensus, they would add the questionnaire to the process.

Councilor Kirby agreed that they should put out for applications and resumes but wanted to take into consideration Councilor Melendez's comment about public input.

Councilor Braden stated along with Councilor Kirby's comment, they ask Tori to run the ad over the next month to gather applications, pull the people in for an interview, give them each 60 seconds to speak that would be on the Facebook feed, and then wait to vote on it two weeks later and appoint the person after having two weeks to gather feedback.

Mayor Hill agreed it should be as public as possible, but he was not overly inspired.

Councilor Braden stated his suggestion up for consensus was to ask Tori over the next two meetings to get those gathered; have people attend two meetings from now, and the Council would make the decision at the following meeting.

Councilor consensus to move forward as suggested by Councilor Braden.

HAND OUTS

Check Register June 2021 *(Attached)*

CORRESPONDENCE, COMMENTS, AND EX-OFFICIO REPORT

- Councilor Hart stated at his previous employment, his comment would be called a crucial conversation and it would start off in a discussion with someone that they were going to have a crucial conversation which would indicate it was serious. This was also a little odd to him because he would normally have this conversation in private, but given the charter, he could not have it private. It needed to happen in open session. He was not happy when he read the paper on Sunday for a few reasons. There was an article that talked about what was going on with the evidence investigation and he was surprised that, as a Councilor,



he hadn't known anything about it until late in its phase. His expectation of staff was the Council was made apprised that additional work was being done, or what the status was of the project. He appreciated the initial heads up when it began, but the Council really needed to be told so when they received calls from the public about an article in the newspaper, he did not appear uninformed on what was going on. Secondly, the article was a negotiation session with the Council in public advocating for dollars to do this, which was okay as he'd rather it happens there in Council, not in the newspaper. That type of public negotiation between staff and Council caused him concern. He did not appreciate that. They needed to be transparent; staff needed to work through the City Manager to keep the Council informed, and the newspaper was not his choice of how staff communicated with Council and informed them of what was taking place, especially in such a serious matter.

Mr. Brown agreed that Councilor Hart was 100% on point and staff had not met their standard of communication. He apologized for that and would make every attempt to keep them better informed. His criticism was legitimate and taken with humility.

- Mayor Hill stated one item he thought he answered to the person who asked him, the water bill reduction of the fees on the water bill, he told them it was not going to happen until next month because the fiscal year just ended. He thought he was correct in that statement.

Ms. Ott stated that was correct.

- Mayor Hill stated he received a call on Monday from the owner of Four Rivers Heating and Cooling that there was a meth lab behind what used to be George's Jewelers. He was asked to go see, and then what to do about it. It was his opinion that he hadn't receive any responses from the city when he called. He went and looked, and it was a really bad mess. He told the gentleman to contact the owner, Mr. Erlebach. The Mayor also contacted Mr. Erlebach, who then went down, and it was huge mess. There were needles everywhere. However, that same day Mr. Erlebach cleaned it all up. Mr. Erlebach stated one problem was that there was an electrical outlet there and Saturday Market used it, so the homeless were stringing extension cords around. That was what was told to him. It might need to be that those outlets or boxes were locked up when no in used by authorized users.
- Mayor Hill stated he had been contacted by a member of the Housing Authority Board who said that the owner of that 70-unit project going in on the east side, that they were working to get out from any property taxes. He passed that information on to Mr. Cummings, and also had a conversation with Dave Ingram about it, and it appeared there were some routes that they might be able to do that. He, however, remembered asking if they were going to pay property taxes and the city was told they would. Now they were working no to. It might be something staff might want to research. He had read the law and did not pretend to know the ins and outs of what might be possible there, but he knew the Council put up \$750K for a lift station in that area so the project could happen. That might need to be reviewed in order for a discussion item on property taxes.
- Mayor Hill stated this next piece was not to put Al Cablay on the spot, and he knew Jacobs was working on a traffic and bridge study. Did Mr. Cablay know the status?

Mr. Cablay stated staff was in the process of putting the proposal together. They didn't feel they had enough detail to bring it forward yet. It would be at the August 10th meeting.



- Councilor Melendrez asked about the Code Enforcement Review Ad Hoc Committee. He understood there were two applicants. He'd like to ask the residents of Ontario to step up and apply to fill one of those spots.

Mayor Hill stated he believed they needed to readvertise, and the Council needed to put some pressure on people to step up.

Consensus to have Tori readvertise for the committee.

Councilor Melendrez stated there was a lot of sentiments one way or the other with regard to that ordinance, but he believed it was time for the citizens to step up.

ADJOURN

BRADEN moved, KIRBY seconded, **THAT THE MEETING BE ADJOURNED**. Roll call vote: Baker-yes; Kirby-yes; Hart-yes; Braden-yes; Melendrez-yes; Hill-yes. Motion carried 6/0/0.

ACCEPTED:

ATTEST

Riley J. Hill, Mayor

Tori Barnett, MMC, City Recorder



08/04/2021
RECEIVED

CITY OF ONTARIO

REQUEST FOR BOARD OR COMMISSION APPOINTMENT

Mail or personally deliver to: **City of Ontario -- City Recorder**
444 SW 4th St., Ontario, OR 97914
(541) 889-3232 FAX (541) 889-7121

The Ontario City Council appoints individuals to numerous Boards, Committees, and the Planning Commission. Persons who wish to serve need to provide the following information.

NAME: Contreras Adrianna L
Last First Middle Initial
HOME ADDRESS: 1156 lilac lane Ontario 97914
Street City Zip Code
TELEPHONE: 541-212-1354 adrianna.kuestmobile@gmail.com
Home, Work, Cell, or Business (Include Area Code) E-mail Address

Name of Board, Committee, or Commission for appointment requested:

1.

2.

3.

Community Activities/Civic Organization/Boards/Committees:

Activity / Organization:

Length of Service

Position (s) Held:

Employment:

Valley Family Health Medical Assistant 11-7-2017-present
Current Employer: Care Position: Dates of Employment:

Education:

Kaplan University - associates degree in Health & Science

Please indicate why you are requesting appointment to this Board (s) /Commission (s):

I want to make Ontario better again.

Additional Information you feel may be helpful in considering your request for appointment:

[Signature]
Signature:

July 29, 2021

Date:

Submit

Reset



Supplemental Attachment for City Council Vacancy Appointment

Name:	Adrianna Corticeras		
Address:	1150 Wilde Lane		
Month / Years a residency in the City of Ontario	14 years	Years	14 years Months
What is the greatest opportunity for the City of Ontario and its residents? (250 words or less)			
The greatest opportunity for Ontario is growth and bettering our community for our children.			
What is the greatest challenge for the City of Ontario? (250 words or less)			
The greatest challenge is, us as a community, coming together to make better choices for our children.			
Why do you want to be appointed to the Ontario City Council? (250 words or less)			
I believe a fresh new face with ideas can be beneficial to our community.			

What current and prior volunteer and community service have you been involvement with?

I have volunteered at Serve Day. I've ran multiple fundraisers for community members who have fallen ill and need help. I volunteer at school events and I'm currently applying to volunteer for Citizens on Patrol.

Who is your current employer and in what capacity do you serve?

I work for Valley Family Health Care in Ontario. I am a medical assistant and also in charge of vaccines. I am able to help citizens of our community with their health care needs. The best part is interacting with patients.

What current business ownership interests do you have that may have to be declared with the Oregon Ethics Commission?

I do not own a business.

08-06-2021
RECEIVED

CITY OF ONTARIO

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NAME: Cablay Charlotte E
Last First Middle Initial
HOME ADDRESS: 261 SW 11th St Ontario 97914
Street City Zip Code
TELEPHONE: 949.510.1252 southernights54@gmail.com
Home, Work, Cell, or Business (Include Area Code) E-mail Address

Name of Board, Committee, or Commission for appointment requested:

currently vacated seat
1. 2. 3.

Community Activities/Civic Organization/Boards/Committees:

Activity / Organization:	Length of Service	Position (s) Held:
<u>Revitalize Ontario</u>	<u>joined in March 2021</u>	<u>general volunteer</u>
<u>Rotary Club</u>	<u>joined August 2021</u>	<u>general volunteer</u>
<u></u>	<u></u>	<u></u>

Employment:

Retired	Administration in school and business	last employment ended 12/18
Current Employer:	Position:	Dates of Employment:
<u></u>	<u></u>	<u></u>

Education:

Communication BA 1990, Cum Laude, University of Louisville, KY

Please indicate why you are requesting appointment to this Board (s) /Commission (s):

I believe a fresh set of eyes and ears can infuse the board with a renewed spirit and energy.

Additional Information you feel may be helpful in considering your request for appointment:

I am detailed oriented, very organized, logical thinker and will exhaust all possibilities of a situation for the best outcome.

Charlotte Cablay Charlotte Cablay
Signature:

August 4, 2021

Date:

Submit

Reset



Supplemental Attachment for City Council Vacancy Appointment

Name:	Charlotte E Cablay		
Address:	261 SW 11th St Ontario, OR 97914		
Month / Years a residency in the City of Ontario	Years	Months	10 (10-12-2020)
What is the greatest opportunity for the City of Ontario and its residents? (250 words or less)			
To take vested interest in cleaning up and revitalizing this community. Literally cleaning up the yards and streets would make Ontario appear a more desirable place to live and work. Take advantage of the small town environment and get to know and work with your neighbors in all areas for the benefit of the community.			
What is the greatest challenge for the City of Ontario? (250 words or less)			
It seems to be a challenge to get people to care more about their environment. It shows in how they maintain their properties and the streets and sidewalks. Perhaps it is a challenge to commit to change, but we have to keep evolving to be relevant in the 21st century.			
Why do you want to be appointed to the Ontario City Council? (250 words or less)			
I believe I have fresh ideas that can be used to create a better community.			

What current and prior volunteer and community service have you been involvement with?

- ◆ Ambassador for breast cancer cure for Susan G Konan Foundation while employed by the Longaberger Company, a direct sales company, which has since closed down
- ◆ PTA President: Peeler Open School for the Performing Arts (2 terms, 2003-2005)
- ◆ PTA President: Trinity Academy of Raleigh (1 term 2010-2011)
- ◆ Foster Parent: 8 total children (2006-2010)
- ◆ Church volunteer in many departments including women and children programs
- ◆ Numerous school volunteer activities

Who is your current employer and in what capacity do you serve?

I'm currently "retired". My two most recent employers:

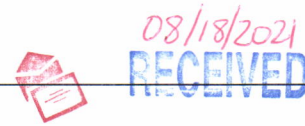
10/2017 - 12/2018 -- CDK Services, Rancho Santa Margarita, CA -- bookkeeper

07/2013 - 09/2018 -- Grace Classical Academy, Laguna Niguel, CA -- Officer Admin.
In this capacity, I wore many hats. I did all the admissions work, financial work, hospitality work, and admin work among other things. The school closed official August 5, 2017.

What current business ownership interests do you have that may have to be declared with the Oregon Ethics Commission?

NONE

Please Type or Print
With Blue Ballpoint



Please Type or Print
with Blue Ballpoint

CITY OF ONTARIO

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(541) 889-3232 FAX (541) 889-7121

The Ontario City Council appoints individuals to numerous Boards, Committees, and the Planning Commission. Persons who wish to serve need to provide the following information.

NAME: Grissett James A
Last First, Middle Initial

HOME ADDRESS: 754 River St Ontario 97914
Street City Zip Code

TELEPHONE: 541-429-3385 jamesgrissett@outlook.com
Home, Work, Cell, or Business (Include Area Code) E-mail Address

Name of Board, Committee, or Commission for appointment requested:

City Council
1. 2. 3.

Community Activities/Civic Organization/Boards/Committees:

Activity / Organization:	Length of Service	Position (s) Held:
<u>City of Ontario</u>	<u>3 mth / current</u>	<u>Planning commissioner</u>
<u></u>	<u></u>	<u></u>
<u></u>	<u></u>	<u></u>

Employment:

<u>Taos / GHS Construction</u>	<u>Infra Engineer / Owner</u>	<u>2015 / 2019 - Current</u>
Current Employer:	Position:	Dates of Employment:

Education:

TVCC - Ontario - AAS

Please indicate why you are requesting appointment to this Board (s) /Commission (s):

A member and developer of this fine community I would like to opportunity to continue help it flourish +

Additional Information you feel may be helpful in considering your request for appointment:

Signature: Aug 17, 2021
Date:

Submit

Reset



Supplemental Attachment for City Council Vacancy Appointment

Name:	James Grissett		
Address:	754 River Street		
Month / Years a residency in the City of Ontario	Years	13	Months 01
What is the greatest opportunity for the City of Ontario and its residents? (250 words or less)			
The greatest opportunity for the City of Ontario would be increased economic growth and development to bring new families and commerce to help Ontario become the thriving economy and live up to it's full potential.			
What is the greatest challenge for the City of Ontario? (250 words or less)			
The greatest challenge for the City of Ontario is a lack of housing, career opportunities and a lack of recreation facilities. More family gathering places are needed. I would like to entice more millennials and their families to invest in our community and invest in start ups.			
Why do you want to be appointed to the Ontario City Council? (250 words or less)			
I would like to continue the work that I have started in developing neglected areas of town and as a member of City Council, I would like to find opportunities to regenerate these areas that need growth.			

What current and prior volunteer and community service have you been involvement with?
I am currently a member of the Ontario Planning Commission (I will step down from this position if I become a City Coucilman). I have participated in Serve Day to help our community. This past year I built a fourplex. I am currently building four townhouses and a triplex. I have a vested interest in our community. I am an Ontario resident and have been a resident of Ontario for 13 years.
Who is your current employer and in what capacity do you serve?
I am a Senior Infrastructure Engineer for Taos, an IBM Company. I also own GHS Construction, an Ontario Oregon based general contracting company and Guardian Real Estate Management and Holdings, a development company.
What current business ownership interests do you have that may have to be declared with the Oregon Ethics Commission?
None that would be a conflict of interest.

CITY OF ONTARIO

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received
8/11/2021

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NAME: Erlebach McShane D
Last First, Middle Initial
HOME ADDRESS: 1435 crest way Ontario 97914
Street City Zip Code
TELEPHONE: 208-739-0808 erlebachm@gmail.com
Home, Work, Cell, or Business (Include Area Code) E-mail Address

Name of Board, Committee, or Commission for appointment requested:

1. City Council 2. _____ 3. _____

Community Activities/Civic Organization/Boards/Committees:

Activity / Organization:	Length of Service	Position (s) Held:
<u>Youth sports programs</u>	<u>multiple seasons</u>	<u>coach</u>
_____	_____	_____
_____	_____	_____

Employment:

<u>Bleeker Holdings</u>	<u>Manager</u>	<u>1/01/18 - current</u>
Current Employer:	Position:	Dates of Employment:

Education:

Please indicate why you are requesting appointment to this Board (s) /Commission (s):

To help make Ontario a better community

Additional Information you feel may be helpful in considering your request for appointment:

[Signature]
Signature:

November 13, 2019

Date:

Submit

Reset



Supplemental Attachment for City Council Vacancy Appointment

Name:	McShane Erlebach		
Address:			
Month / Years a residency in the City of Ontario	Years _____ Months _____		
What is the greatest opportunity for the City of Ontario and its residents? (250 words or less)			
The City of Ontario has a huge potential for growth if the City invests in new businesses. We can do this by developing policies and financial incentives to bring new businesses to town. Attracting new businesses to Ontario will provide long-term jobs for our residents, leading to growth and prosperity for our families.			
What is the greatest challenge for the City of Ontario? (250 words or less)			
Our greatest opportunity is also our greatest challenge: how exactly do we attract new businesses to Ontario? The Council must establish supportive business policies and build relationships with business owners. Businesses that feel connected to the community stay in the community.			
Why do you want to be appointed to the Ontario City Council? (250 words or less)			
The decisions we make today affect our children in the future. I want to lead Ontario towards growth and prosperity so my children to have the best possible childhoods and adulthoods.			

What current and prior volunteer and community service have you been involvement with?

Ontario Recreation District, Youth Sports Programs, 3 years

Who is your current employer and in what capacity do you serve?

Bleacher Holdings, Manager

What current business ownership interests do you have that may have to be declared with the Oregon Ethics Commission?

N/A



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(541) 889-3232 FAX (541) 889-7121

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NAME: Mills SUSANN M.
Last First Middle Initial

HOME ADDRESS: 1141 SW 3rd Ave ONTARIO 97914
Street City Zip Code

TELEPHONE: 541-889-7311 Hm + wk - 208-371-2340 Cell SUSANN@millsrentals.net
Home, Work, Cell, or Business (Include Area Code) E-mail Address

Name of Board, Committee, or Commission for appointment requested:

1. City Council 2. _____ 3. _____

Community Activities/Civic Organization/Boards/Committees:

Activity / Organization:	Length of Service	Position (s) Held:
<u>City Council - 2006-2010</u>	<u>Ad hoc Charter</u>	_____
<u>Police Committee</u>	_____	_____
<u>Recreation</u>	_____	_____

Employment:

Current Employer:	Position:	Dates of Employment:
<u>Mills Manor Apts.</u>	<u>Owner / Mgr.</u>	<u>1985 - present</u>

Education:

High School, Business School

Please indicate why you are requesting appointment to this Board (s) /Commission (s):

Because I have a general passion for the City.

Additional Information you feel may be helpful in considering your request for appointment:

My business has given me alot of experience with interaction with the city and its citizens.

Susann Mills
Signature:

July 18, 2019

Date:

Submit

Reset



Supplemental Attachment for City Council Vacancy Appointment

Name:	Susann M. Mills		
Address:	1141 SW 3rd Ave		
Month / Years a residency in the City of Ontario	Years	44 yrs	Months
What is the greatest opportunity for the City of Ontario and its residents? (250 words or less)			
Being the 'gateway' to much of Oregon, Ontario has the opportunity for growth, new business opportunities which would bring more jobs. Growth would bring improvement to the schools-education system. New business growth would bring job opportunities that could help keep our educated students local. Growth-income would put new recreational entities in our community, which in turn would be a drawing magnet to our City. Income from business growth would help increase our police/fire/airport for protection/transportation. Being the largest City in the County we are the 'hub' to connecting with smaller towns giving us the chance to work with our neighboring cities to improve our future.			
What is the greatest challenge for the City of Ontario? (250 words or less)			
Crime. Ontario has one of the highest crime rates in America compared to all communities of all sizes.(Ref: neighborhoodscout.com). Social activities; implement children and family activity. The shortage of housing does not meet the demand of people wanting to relocate to Ontario. Focus on funding law enforcement to keep up with the growth. Curb appeal . The renovating and/or up-dating the City including, but not limited to sidewalks, landscaping, the preservation of the historic buildings.			
Why do you want to be appointed to the Ontario City Council? (250 words or less)			
Being a resident of Ontario for 40+ years, there needs to be positive changes for the future of Ontario and it's residents. I have a desire to be a part of that.			

What current and prior volunteer and community service have you been involvement with?

I feel my biggest involvement in the community is through our rental business renovating and maintaining affordable housing. City Council involvement for 4 years which included several committees; police, pool/parks/graveyards, budget, prospective employee selection and other volunteering. (Elks)Emblem Club for many years which included volunteering at the Lodge for various functions. Judicial mediation in Malheur county.

Who is your current employer and in what capacity do you serve?

Mills Manor Apartments, Owner/Manager, for 30+ years.

What current business ownership interests do you have that may have to be declared with the Oregon Ethics Commission?

None

Hands Around the Park



Thursday, September 16th, 2021

4:30—6:30 p.m.

NEW LOCATION

Rotary Laxson Park, Ontario

RECOVERY IS FOR **EVERYONE**:

Every **Person**, Every **Family**, Every **Community**

Join us to celebrate National Recovery Month, with free food, music, awards, games and kid friendly activities for everyone!

*Malheur County Prevention Coalition (formerly DFC) welcomes everyone to join us in honoring the hard work of all people in recovery, the dedication of all who support them and the care of the community. With motivational speakers, music, free food, awards, booths and activities for children, this **free**, family-friendly event is a celebration of prevention, treatment and recovery efforts and the people who are committed to the health of our community.*

*No charge for booth space, for more information or to reserve booth space contact Judi or Paula-
jtrask@lifeways.org or polvera@lifeways.org— 541-889-9167 ext. 2251*



**NATIONAL
RECOVERY
MONTH 2021**



**AGENDA REPORT
OLD BUSINESS
August 24, 2021**

To: Mayor and City Council

FROM: Adam J. Brown, City Manager

THROUGH: Adam J. Brown, City Manager

SUBJECT: CHARTER AMENDMENTS

DATE: June 24, 2021

PROPOSED MOTION:

I MOVE THE CITY COUNCIL APPROVE THE CHARTER AMENDMENT BALLOT LANGUAGE AS REQUESTED BY THE CITY COUNCIL AND PRESENTED BY THE CITY ATTORNEY TO BE PUT ON THE MAY 2022 BALLOT.

OR

I MOVE THE CITY COUNCIL APPROVE THE CHARTER AMENDMENTS BALLOT LANGUAGE AS REQUESTED BY THE CITY COUNCIL, PRESENTED BY THE CITY ATTORNEY, AND WITH THE AMENDMENTS AS STATED TO BE PUT ON THE MAY 2022 BALLOT.

SUMMARY:

At the request of an Ontario resident, the City Council appointed a Charter Review Committee. The committee's mission was to provide recommendations to the City Council for revisions to the City Charter. Specifically, they were asked to look at making any sales tax proposal go through approval by the voters of Ontario. The Ad Hoc Committee expeditiously wrapped up their review and recommendations to the City Council. Council reviewed recommendations, made edits, and asked the City Attorney to draft language for approval on a May 2022 ballot. The City Attorney has provided a draft of the requested changes.

BACKGROUND:

The Charter Review Committee began their work reviewing the City Charter, which had not been reviewed in over 35 years, in April of 2021. They began by hearing from the general public and commenced a methodical review of the charter. Prior to wrapping up their work, they held an additional public hearing.

The Committee passed their recommendations to the City Council in June of 2021. The City Council also held a public hearing for feedback and reviewed the recommendations of the Ad Hoc Committee. Several changes were made from the Charter Committee recommendations. The Council asked the City Attorney to prepare the official language that would be voted on by the voters of Ontario.

CURRENT SITUATION:

The City Attorney has prepared the recommendations of the City Council in the attached files showing the previous Charter, the edited version in strikeout form, and the clean version after the recommendations. Additionally, staff has provided a table showing the progression and discussion of the Charter from the beginning through the most recent recommendation to the City Council.

Changes made to the charter are summarized below.

Section 3.8 Council: President

Committee Recommendation: Add the following: “By majority vote, the council can remove the Council President as President and appoint another.

City Council Recommendation: Concur

Section 4.1 City Manager: Appointment and Qualifications

Committee Recommendation: Changes the voting requirement for council to remove the City Manager from a two-thirds vote to a majority vote.

City Council Recommendation: Concur

Section 4.2 City Manager Vacancy

Committee Recommendation: Replaces the current section with the following: “When the manager is temporarily disabled from acting as manager or when the office of the manager becomes vacant, the council must appoint a manager pro tem. The manager pro tem has the authority and duties of manager, except that a pro tem manager may appoint or remove employees only with council approval.

City Council Recommendation: Concur

Section 4.3 City Manager Duties

Committee Recommendation: No Changes

City Council Recommendation: The City Council will hire/appoint department heads.

Section 4.5 City Manager: Interference in Administration

Committee Recommendation: No Changes

City Council Recommendation: Language which previously said that the city council shall not directly or indirectly, by suggestion or otherwise, attempt to coerce the city manager in the appointment of department heads or to discuss directly, or indirectly with him the matter of specific appointments to any City office of employment was stricken in the proposed charter

revision.

Section 5.2 Municipal Judge

Committee Recommendation: Replaces the current section with the following: "A majority of the council may appoint and remove a municipal judge. A municipal judge will hold court in the city at such place as the council directs. The court will be known as the Municipal Court."

City Council Recommendation: Concur

Section 5 (City Attorney - new section)

Committee Recommendation: Currently, there is no section regarding the City Attorney. The following will be added as section 5.5: "The office of city attorney is established as the chief legal officer of the city government. A majority of the council must appoint and may remove the attorney. The attorney may appoint, supervise, and may remove any employees who work in and for the city attorney's office."

City Council Recommendation: Concur

Section 6 Offices: Vacancies

Committee Recommendation: Creates an additional point under 6.5(1) which outlines the circumstances under which an office becomes vacant. The language added states: "Ceasing to reside in the city." Additionally, 6.5 would include the process by which a two-thirds majority of the entire Council could expel a member of Council for disorderly conduct in Council. This action would require notice and a hearing by the Council.

City Council Recommendation: Concur with "Ceasing to reside in the city." Did not recommend expelling a member of council.

Section 10.5 General Retail Sales Tax

Committee Recommendation: Would add the following language: "Any proposal to implement or increase a city sales tax shall be referred to the voters by the Ontario City Council and that referral to the voters shall occur in November of a U.S. Congressional election year."

City Council Recommendation: Concur

Section 10.6 Fee Increases

Committee Recommendation: Would add the following language: "Any proposal to implement or increase fees or other local taxes (except for a retail sales tax which is governed separately in this Charter must be affirmed by a two-thirds vote of the entire Council."

City Council Recommendation: Concur

Section 10.7 Offices: Charter Review Committee

Committee Recommendation: Adds language which requires the Council to have an ad hoc committee review the City Charter every 10 years.

City Council Recommendation: Concur

ANALYSIS:

- A. **STRATEGIC PLAN** No Strategic Plan impact.
- B. **FINANCIAL** The Council voted to move the election to a county-wide general election in May of 2022 which will allow the Charter to be approved without any cost to the city.
- C. **TIMING** The City Council requested that these recommendations be brought forward in their final form for approval. There is sufficient time to get this ballot initiative to the County to be included in the May 2022 election.
- D. **POLICY/LEGAL** The Council must approve proposed language to go on the ballot for revisions to the Charter.

ALTERNATIVES:

Eliminate Specific Portions - The City Council could choose to eliminate specific parts of the draft prior to approval.

Separate Questions - The City Council can send all recommendations together or they can separate questions for individual approval on the ballot.

RECOMMENDATION:

Staff makes no recommendation. The Charter revisions are a matter of concern for the City Council.

ATTACHMENTS:

- 1. Att_CC_Charter 1985_8 18 2021
- 2. Charter - 2021 0819 V2
- 3. Charter - Redline 2021 0819 V2

CHARTER

CHARTER OF THE CITY OF ONTARIO

Summary of Contents

ONTARIO CITY CHARTER

Chapter I - INTRODUCTORY PROVISIONS

Section 1.1 - Title.

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At the biennial general election held in 1986 and every fourth year thereafter a mayor shall be elected for a term of four years. The term of office of the mayor incumbent at the time this Charter is adopted shall continue until the beginning of 1987.

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The Council shall prescribe times and places for its meetings. It shall meet regularly at least once each month. At a meeting it may adjourn to the next succeeding regular meeting or to some specified time prior thereto. The mayor or a majority of the councilors may call special meetings of the Council in accordance with the laws of the State of Oregon.

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A majority of the councilors constitute a quorum for the transaction of Council business, except that a lesser number may meet and compel the attendance of absent members. A quorum may also compel the attendance of absent members. The mayor shall be deemed a councilor for the purpose of constituting a quorum.

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Except as this Charter otherwise provides, a concurrence of a majority of the members of the Council (including the mayor) present at a Council meeting shall be necessary to decide any question before the Council.

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No councilor or mayor may vote upon any contract, the expenses of which are to be paid by the City or upon any subject in which pecuniarily interested, and shall declare publicly the conflict of interest.

Section 3.11 - Council and Mayor: Immunity.

No councilor or mayor may be held liable, or questioned in any other place, for words uttered in any meeting of the Council, its subcommittees, commissions and boards.

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Section 4.1 - City Manager: Appointment and Qualifications.

The Council shall appoint a city manager for an indefinite term who shall hold office during the pleasure of the Council and may be removed at any time with or without cause by two-thirds vote of the entire Council. The city manager shall be chosen without regard to political considerations and solely on the basis of executive and administrative qualifications. The city manager need not be a resident of the City or state at the time of appointment, but promptly thereafter shall become and remain a resident of the City while in office. No councilor nor mayor may be appointed city manager until one year after the expiration of his or her service in the office of councilor or mayor.

Section 4.2 - City Manager: Vacancy.

If the office of city manager becomes vacant or if the city manager is absent from the City or disabled, the Council may designate a city manager pro tem. The city manager pro tem shall perform the duties of city manager but may appoint or dismiss a department head only with a

two-thirds vote of the entire Council. The term of office of the city manager pro tem ends when the city manager returns to the City or takes office.

Section 4.3 - City Manager: Powers and Duties.

The city manager shall be the chief administrative officer of the City government and shall be responsible to the Council for the proper performance of his or her duties. The city manager shall:

- (a) Attend all meetings of the Council unless excused by the Council or the mayor.
- (b) Keep the Council advised of the affairs and needs of the City.
- (c) Make annual reports, or more frequently if requested by the Council, about the affairs and departments of the City.
- (d) See that all ordinances are duly enforced.
- (e) See that all franchises, leases, contracts, permits and privileges granted by the City are observed.
- (f) Appoint and remove all appointive officers and employees except as otherwise provided by this Charter.
- (g) Generally supervise and control appointive officers and employees in their work.
- (h) Organize and, as necessary, disband and reorganize the various City departments, investigate the affairs of the City or any departments thereof.
- (i) Prepare the annual budget for transmittal to the Council.
- (j) Supervise the operation of all city-owned public utilities and city-owned property.
- (k) Perform such other duties as the Council directs, not inconsistent with the City Charter, City Law or ordinance.

Section 4.4 - City Manager: Council Meetings.

The city manager and such other officers of the City as the Council designates may sit with the Council but may not vote on questions before the Council. The city manager may take part in all Council discussions, but shall have no control over the Council.

Section 4.5 - City Manager: Interference in Administration.

No member of the Council shall directly or indirectly, by suggestion or otherwise, attempt to coerce the city manager in the making of any appointment or removal of any officer or employee or in the purchase of supplies; or attempt to exact any promise relative to any appointment from any candidate for manager; or discuss directly or indirectly with him the matter of specific appointments to any City office or employment. Nothing in this section shall be construed, however, as prohibiting the Council while in open session from fully and freely discussing with or suggesting to the city manager anything pertaining to City affairs or the interests of the City.

Chapter V - MUNICIPAL COURT AND JUDGE

Section 5.1 - Municipal Court: Creation and Jurisdiction.

The Council may continue the court known as the municipal court and prescribe the time and place the court shall transact judicial business. The jurisdiction and proceedings of the municipal court are governed by the general laws of the state for justices of the peace and justice courts except as City ordinance prescribes to the contrary. The municipal court has original jurisdiction over all offenses defined and made punishable, and over all actions to recover or enforce forfeitures or penalties defined or authorized, by the ordinances of the City.

Section 5.2 - Municipal Judge: Appointment.

The Council may appoint a municipal judge and such pro tem judges as it deems necessary to serve for indefinite terms to hold office at the pleasure of the Council and may remove any of them any time, with or without cause, by a majority vote of the entire Council.

Section 5.3 - Municipal Judge: Vacancy.

If the office of municipal judge becomes vacant or if the municipal judge is absent from the City or disabled, the City Council may appoint an acting municipal judge. The acting municipal judge shall perform the duties of municipal judge. The term of acting municipal judge shall end when the municipal judge returns to the City or takes office.

Section 5.4 - Municipal Court: Transfer of Powers.

The Council, by majority vote may provide for the transfer of powers and duties of the municipal court to the appropriate court of the State of Oregon.

Chapter VI - MUNICIPAL OFFICERS AND EMPLOYEES

Section 6.1 - Qualifications.

- (1) No person may hold an elective City office unless a legal elector under the laws and constitution of the state, a resident of the City for one year immediately before being elected or appointed to the office, a resident of the City when nominated, elected or appointed and assuming the office and receiving the highest number of the votes cast for candidates for the office at the election at which the office is to be filled.
- (2) No elective office holder of this City may be employed by the City in a position that is not substantially volunteer in nature. Any question about whether employment is substantially volunteer in nature shall be made by the Council.
- (3) No person may be a nominee for the offices of mayor and councilor at the same election.
- (4) Except as otherwise provided in subsection (2) of this section, the Council is the final judge of the qualifications and election of its own members.

Section 6.2 - Certificate of Election.

Immediately after the votes at a municipal election for filling an elective office have been canvassed, the City officer in charge of administering elections shall issue a certificate of election to each person declared by the canvassers to have been elected at the election. The certificate shall be prima facie evidence of the facts therein stated, but the Council shall be the judge of the election and qualifications of the mayor and councilors, and in case of a contest between two or more persons claiming an elective City office, the Council shall determine the contest.

Section 6.3 - Terms.

The term of City elective offices shall commence on the first day in January following the officer's election.

Section 6.4 - Oath of Office.

Each elective officer, the city manager and municipal judge, before entering upon the duties of office, shall take an oath or affirmation to support the constitution and laws of the United States and of the State of Oregon and to faithfully perform the duties of his or her office.

Section 6.5 - Offices: Vacancies.

(1) An office becomes vacant on the incumbent's:

- (a) Death.
- (b) Adjudicated incompetence.
- (c) Conviction of a crime pertaining to the office, conviction of a felony, or conviction of a crime involving moral turpitude.
- (d) Unlawful destruction of public records.
- (e) Resignation.
- (f) Recall from office.
- (g) Ceasing to possess the qualifications for office.
- (h) Failure, following election or appointment to the office, to qualify for the office within ten days after the time for the term of office to commence.
- (i) Violation of any provision of this Charter.

(2) The Council shall judge when an office becomes vacant.

(3) Vacant elective City offices shall be filled by appointment by a majority vote of the remaining members of the Council. The appointee's term of office begins immediately on appointment and continues throughout the unexpired term of the predecessor. During the temporary disability of an officer or during an officer's temporary absence from the City for any cause, the office may be filled pro tem in the manner provided for filling vacancies in office.

Section 6.6 - Compensation.

Councilors and the mayor shall be compensated for services in an amount to be fixed by the Council. No increase in the compensation of councilors shall take effect, however, until the first day of the odd-numbered year immediately following the first biennial general election after the increase is ordered.

Chapter VII - ELECTIONS

Section 7.1 - Elections.

City elections, insofar as not governed by this Charter or City ordinances, shall be conducted as prescribed by state law governing popular elections, and shall be conducted on a non-partisan basis.

Section 7.2 - Voter's Qualifications.

No person may vote at a City election who is not a qualified voter of the state and a resident of the City.

Section 7.3 - Nomination.

The Council shall provide by ordinance the mode for nominating elective officers, except that nomination shall be done by petition and such petition shall be signed by no fewer than 20 qualified electors.

Section 7.4 - Commencement of Terms of Office.

The term of office of a person elected to a City office at a regular City election commences at the first Council meeting of the year immediately following the election.

Chapter VIII - ORDINANCES

Section 8.1 - Ordaining Clause.

The ordaining clause of an ordinance shall read: "The City of Ontario ordains as follows:".

Section 8.2 - Passage.

(1) Except as subsections (2) and (3) of this section provide to the contrary, before being put upon its final passage, every ordinance of the Council shall be read fully and distinctly in open Council meeting on two different days.

(2) Except as subsection (3) provides to the contrary, an ordinance may be enacted at a single meeting of the Council by a unanimous vote of the councilors present upon being read by title twice.

(3) The readings of an ordinance shall be by title only if a majority of the Council members present at the meeting do not request to have the ordinance read in full or if a copy of the ordinance is provided for each councilor and three copies are provided for public inspection in the office of the mayor or city manager no later than one week before the first reading of the ordinance and if notice of their availability is posted at the City Hall or published once in a newspaper of general circulation in the City.

(4) An ordinance enacted after being read by title alone, under the provisions of subsections (2) and (3) shall have no legal effect if it differs substantially from its terms as filed prior to the reading, unless each section incorporating such a difference is read fully and distinctly in open Council meeting as finally amended prior to being approved by the Council. An ordinance may be amended at the time of enactment if the ordinance as amended deals with the same general subject.

(5) Upon the passage of an ordinance, the City Recorder shall sign it and date it with the date of its passage.

(6) An ordinance takes effect on the thirtieth day after its enactment. However, when the Council considers it advisable, an ordinance may provide a later effective date or, in an emergency, an ordinance may take effect immediately on enactment.

Chapter IX - PUBLIC IMPROVEMENTS

Section 9.1 - Procedure.

(1) Except as provided in this section, the procedure for making, altering, vacating, or abandoning a public improvement shall be governed by general ordinances or, to the extent not so governed, by the applicable general laws of the state.

(2) Action on a proposed public improvement shall be suspended for six months on a remonstrance by the owners of two-thirds of the land to be specially assessed for the improvement. In this section "owner" means the record holder of legal title or, if land is being purchased under a land sale contract recorded or verified in writing by the record holder of legal title to the land, the purchaser.

Section 9.2 - Assessments.

Unless otherwise provided by this Charter or the applicable general laws of this state, the procedure for levying, collecting, and enforcing the payment of special assessments for public improvements, City liens, or other services to be charged against real property shall be governed by general ordinance.

Section 9.3 - Liens.

The docket of City liens is a public writing, and the original or a certified copy of any matter authorized by ordinance to be entered in the docket shall have the force and effect of a judgment unless otherwise provided by this Charter or the applicable general laws of this state. From the time of the Council's authorization of an improvement on account of which an assessment is entered in the docket, the sum so entered is a lien against the property. The lien has priority over all other liens and encumbrances upon the property and may be enforced in the manner authorized by the Council.

Section 9.4 - Condemnation.

A necessity of taking property for the City by condemnation shall be determined by the Council and declared by a resolution of the Council describing the property and stating the uses to which it shall be devoted.

Chapter X - MISCELLANEOUS PROVISIONS

Section 10.1 - Revenue Bonds.

The Council may issue revenue bonds without voter approval only for commercial or industrial development or a municipal utility. Such bonds shall not constitute general obligations of the City and shall only be payable from the proceeds of the commercial or industrial development or the municipal utility.

Section 10.2 - Indebtedness: Limits.

- (1) Indebtedness of the City may not exceed the limits on City indebtedness under state law.
- (2) Approval by the voters of City indebtedness need not be in the form of a Charter amendment.

Section 10.3 - Terms, Proceeds, and Retirement of Bonds.

Bonds issued by the City as evidence of indebtedness shall include such terms, the manner in which the proceeds from sale of the bonds shall be kept, invested, disbursed, and accounted for and the manner in which the indebtedness shall be retired as the Council prescribes. The prescription may not be changed for a particular bond after it is issued.

Section 10.4 - Presumption of Validity of City Action.

In every proceeding in any court concerning the exercise or enforcement by the City or any of its officers or agencies of any power by this act given to the City or any of its officers or agencies, all acts by the City or any of its officers or agencies shall be presumed to be valid and no error or omission in any such act invalidates it, unless the person attacking it alleges and proves that he or she has been misled by the error or omission to his or her damage. The court shall disregard every error or omission which does not affect a substantial right of the person. Any action by this Charter committed to the discretion of the Council, when taken, shall be final and shall not be reviewed or called into question elsewhere.

Section 10.5 - Existing Ordinances Continued.

All ordinances of the City consistent with this Charter and in force when it takes effect shall remain in effect until amended or repealed.

Section 10.6 - Repeal.

(1) All Charter provisions of the City enacted prior to the time that this Charter is approved by the voters are hereby repealed.

(2) No repeal of a feature of the 1954 Charter or any amendment or addition thereto that has repealed an earlier such feature revives the earlier.

(3) No repeat of a feature of the 1954 Charter or an amendment or addition thereto affects the validity of an outstanding bond issued by the City or impairs the obligation of the City under the bond or the rights of the holders of the bond.

Section 10.7 - Effective Date of Revision.

This revised Charter takes effect on January 1, 1985.

CHARTER OF THE CITY OF ONTARIO

2022 ONTARIO CITY CHARTER

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When the manager is temporarily disabled from acting as manager or when the office of the manager becomes vacant, the council must appoint a manager pro tem. The manager pro tem has the authority and duties of the manager, except that a pro tem manager may appoint or remove employees only with council approval.

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- (c) Make annual reports, or more frequently if requested by the council, about the affairs and departments of the City.

- (d) See that all ordinances are duly enforced.
- (e) See that all franchises, leases, contracts, permits and privileges granted by the City are observed.
- (f) For all employees except department heads, the city manager shall have sole authority to make hiring and firing decisions. As to department heads, the council shall have the sole authority to make the final hiring decision.
- (g) Generally supervise and control appointive officers and employees in their work.
- (h) Organize and, as necessary, disband and reorganize the various City departments, investigate the affairs of the City or any departments thereof.
- (i) Prepare the annual budget for transmittal to the council.
- (j) Supervise the operation of all city-owned public utilities and city-owned property.
- (k) Perform other duties as directed by the council, not inconsistent with the City Charter, City Law or ordinance.

Section 4.4 - City Manager: Council Meetings.

The city manager and such other officers of the City as the council designates may sit with the council but may not vote on questions before the council. The city manager may take part in all council discussions, but shall have no control over the council.

Section 4.5 - City Manager: Interference in Administration.

No member of the council shall directly or indirectly, by suggestion or otherwise, attempt to coerce the city manager in the removal of any officer or employee or in the purchase of supplies; or attempt to exact any promise relative to any appointment from any candidate for manager. Nothing in this section shall be construed, however, as prohibiting the council while in open session from fully and freely discussing with or suggesting to the city manager anything pertaining to City affairs or the interests of the City.

Chapter V - MUNICIPAL COURT AND JUDGE

Section 5.1 - Municipal Court: Creation and Jurisdiction.

The council may continue the court known as the municipal court and prescribe the time and place the court shall transact judicial business. The jurisdiction and proceedings of the municipal court are governed by the general laws of the state for justices of the peace and justice courts except as City ordinance prescribes to the contrary. The municipal court has original jurisdiction over all offenses defined and made punishable, and over all actions to recover or enforce forfeitures or penalties defined or authorized, by the ordinances of the City.

Section 5.2 - Municipal Judge: Appointment.

(1) A majority of the council may appoint and remove a municipal judge. A municipal judge will hold court in the city at such place as the council directs. The court will be known as the Municipal Court.

(2) All proceedings of this court will conform to state laws governing justices of the peace and justice courts.

(3) All areas within the city and areas outside the city as permitted by state law are within the territorial jurisdiction of the court.

(4) The Municipal Judge may:

- (a) Render judgments and impose sanctions on persons and property;
- (b) Order the arrest of anyone accused of an offense against the city;
- (c) Commit to jail or admit to bail anyone accused of a city offense;
- (d) Issue and compel obedience to subpoenas;
- (e) Compel witnesses to appear and testify and jurors to serve for trials before the court;
- (f) Penalize contempt of court;
- (g) Issue processes necessary to enforce judgments and orders of the court;

Issue search warrants; and

- (h) Perform other judicial and quasi-judicial functions assigned by ordinance.

Section 5.3 - Municipal Judge: Vacancy.

If the office of municipal judge becomes vacant or if the municipal judge is absent from the City or disabled, the City council may appoint an acting municipal judge. The acting municipal judge shall perform the duties of municipal judge. The term of acting municipal judge shall end when the municipal judge returns to the City or takes office. The council may appoint and may remove municipal judges pro tem.

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The council, by majority vote may provide for the transfer of powers and duties of the municipal court to the appropriate court of the State of Oregon.

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The office of city attorney is established as the chief legal officer of the city government. A majority of the council must appoint and may remove the attorney. The attorney may appoint, supervise, and may remove any employees who work in and for the city attorney's office.

Chapter VI - MUNICIPAL OFFICERS AND EMPLOYEES

Section 6.1 - Qualifications.

(1) No person may hold an elective City office unless a legal elector under the laws and constitution of the state, a resident of the City for one year immediately before being elected or appointed to the office, a resident of the City when nominated, elected or appointed and assuming the office and receiving the highest number of the votes cast for candidates for the office at the election at which the office is to be filled.

(2) No elective office holder of this City may be employed by the City in a position that is not substantially volunteer in nature. Any question about whether employment is substantially volunteer in nature shall be made by the council.

(3) No person may be a nominee for the offices of mayor and councilor at the same election.

(4) Except as otherwise provided in subsection (2) of this section, the council is the final judge of the qualifications and election of its own members.

Section 6.2 - Certificate of Election.

Immediately after the votes at a municipal election for filling an elective office have been canvassed, the City officer in charge of administering elections shall issue a certificate of election to each person declared by the canvassers to have been elected at the election. The certificate shall be prima facie evidence of the facts therein stated, but the council shall be the judge of the election and qualifications of the mayor and councilors, and in case of a contest between two or more persons claiming an elective City office, the council shall determine the contest.

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The term of City elective offices shall commence on the first day in January following the officer's election.

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Each elective officer, the city manager and municipal judge, before entering upon the duties of office, shall take an oath or affirmation to support the constitution and laws of the United States and of the State of Oregon and to faithfully perform the duties of his or her office.

Section 6.5 - Offices: Vacancies.

(1) An office becomes vacant on the incumbent's:

- (a) Death.
- (b) Adjudicated incompetence.

- (c) Conviction of a crime pertaining to the office, conviction of a felony, or conviction of a crime involving moral turpitude.
- (d) Unlawful destruction of public records.
- (e) Resignation.
- (f) Recall from office.
- (g) Ceasing to possess the qualifications for office.
- (h) Failure, following election or appointment to the office, to qualify for the office within ten days after the time for the term of office to commence.
- (i) Cease to reside in the City;
- (j) Violation of any provision of this Charter.

(2) The council shall judge when an office becomes vacant.

(3) Vacant elective City offices shall be filled by appointment by a majority vote of the remaining members of the council. The appointee's term of office begins immediately on appointment and continues throughout the unexpired term of the predecessor. During the temporary disability of an officer or during an officer's temporary absence from the City for any cause, the office may be filled pro tem in the manner provided for filling vacancies in office.

Section 6.6 - Compensation.

Councilors and the mayor shall be compensated for services in an amount to be fixed by the council. No increase in the compensation of councilors shall take effect, however, until the first day of the odd-numbered year immediately following the first biennial general election after the increase is ordered.

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Section 7.1 - Elections.

City elections, insofar as not governed by this Charter or City ordinances, shall be conducted as prescribed by state law governing popular elections, and shall be conducted on a non-partisan basis.

Section 7.2 - Voter's Qualifications.

No person may vote at a City election who is not a qualified voter of the state and a resident of the City.

Section 7.3 - Nomination.

The council shall provide by ordinance the mode for nominating elective officers, except that nomination shall be done by petition and such petition shall be signed by no fewer than 20 qualified electors.

Section 7.4 - Commencement of Terms of Office.

The term of office of a person elected to a City office at a regular City election commences at the first council meeting of the year immediately following the election.

Chapter VIII - ORDINANCES

Section 8.1 - Ordaining Clause.

The ordaining clause of an ordinance shall read: "The City of Ontario ordains as follows:".

Section 8.2 - Passage.

(1) Except as subsections (2) and (3) of this section provide to the contrary, before being put upon its final passage, every ordinance of the council shall be read fully and distinctly in open council meeting on two different days.

(2) Except as subsection (3) provides to the contrary, an ordinance may be enacted at a single meeting of the council by a unanimous vote of the councilors present upon being read by title twice.

(3) The readings of an ordinance shall be by title only if a majority of the council members present at the meeting do not request to have the ordinance read in full or if a copy of the ordinance is provided for each councilor and three copies are provided for public inspection in the office of the mayor or city manager no later than one week before the first reading of the ordinance and if notice of their availability is posted at the City Hall or published once in a newspaper of general circulation in the City.

(4) An ordinance enacted after being read by title alone, under the provisions of subsections (2) and (3) shall have no legal effect if it differs substantially from its terms as filed prior to the reading, unless each section incorporating such a difference is read fully and distinctly in open council meeting as finally amended prior to being approved by the council. An ordinance may be amended at the time of enactment if the ordinance as amended deals with the same general subject.

(5) Upon the passage of an ordinance, the City Recorder shall sign it and date it with the date of its passage.

(6) An ordinance takes effect on the thirtieth day after its enactment. However, when the council considers it advisable, an ordinance may provide a later effective date or, in an emergency, an ordinance may take effect immediately on enactment.

Chapter IX - PUBLIC IMPROVEMENTS

Section 9.1 - Procedure.

(1) Except as provided in this section, the procedure for making, altering, vacating, or abandoning a public improvement shall be governed by general ordinances or, to the extent not so governed, by the applicable general laws of the state.

(2) Action on a proposed public improvement shall be suspended for six months on a remonstrance by the owners of two-thirds of the land to be specially assessed for the improvement. In this section "owner" means the record holder of legal title or, if land is being purchased under a land sale contract recorded or verified in writing by the record holder of legal title to the land, the purchaser.

Section 9.2 - Assessments.

Unless otherwise provided by this Charter or the applicable general laws of this state, the procedure for levying, collecting, and enforcing the payment of special assessments for public improvements, City liens, or other services to be charged against real property shall be governed by general ordinance.

Section 9.3 - Liens.

The docket of City liens is a public writing, and the original or a certified copy of any matter authorized by ordinance to be entered in the docket shall have the force and effect of a judgment unless otherwise provided by this Charter or the applicable general laws of this state. From the time of the council's authorization of an improvement on account of which an assessment is entered in the docket, the sum so entered is a lien against the property. The lien has priority over all other liens and encumbrances upon the property and may be enforced in the manner authorized by the council.

Section 9.4 - Condemnation.

A necessity of taking property for the City by condemnation shall be determined by the council and declared by a resolution of the council describing the property and stating the uses to which it shall be devoted.

Chapter X - MISCELLANEOUS PROVISIONS

Section 10.1 - Revenue Bonds.

The council may issue revenue bonds without voter approval only for commercial or industrial development or a municipal utility. Such bonds shall not constitute general obligations of the City and shall only be payable from the proceeds of the commercial or industrial development or the municipal utility.

Section 10.2 - Indebtedness: Limits.

- (1) Indebtedness of the City may not exceed the limits on City indebtedness under state law.
- (2) Approval by the voters of City indebtedness need not be in the form of a Charter amendment.

Section 10.3 - Terms, Proceeds, and Retirement of Bonds.

Bonds issued by the City as evidence of indebtedness shall include such terms, the manner in which the proceeds from sale of the bonds shall be kept, invested, disbursed, and accounted for and the manner in which the indebtedness shall be retired as the council prescribes. The prescription may not be changed for a particular bond after it is issued.

Section 10.4 - Presumption of Validity of City Action.

In every proceeding in any court concerning the exercise or enforcement by the City or any of its officers or agencies of any power by this act given to the City or any of its officers or agencies, all acts by the City or any of its officers or agencies shall be presumed to be valid and no error or omission in any such act invalidates it, unless the person attacking it alleges and proves that he or she has been misled by the error or omission to his or her damage. The court shall disregard every error or omission which does not affect a substantial right of the person. Any action by this Charter committed to the discretion of the council, when taken, shall be final and shall not be reviewed or called into question elsewhere.

Section 10.5 – General Retail Sales Tax.

Any proposal to implement or increase a city general retail sale tax shall be referred to the voters by the Ontario City council and that referral to the voters shall occur in November of a U.S. Congressional election year.

Section 10.6 – Fee Increases.

Any proposal to implement or increase fees or local taxes (except for a general retail which is governed separately in this Charter) must be affirmed by a two-thirds vote of the entire council.

Section 10.7 – Charter Review Committee.

The city council shall appoint an ad hoc committee to review the City Charter at least every ten years and to make recommendations for changes.

Section 10.8 - Existing Ordinances Continued.

All ordinances of the City consistent with this Charter and in force when it takes effect shall remain in effect until amended or repealed.

Section 10.9 - Repeal.

(1) All Charter provisions of the City enacted prior to the time that this Charter is approved by the voters are hereby repealed.

(2) No repeal of a feature of the 1954 Charter or any amendment or addition thereto that has repealed an earlier such feature revives the earlier.

(3) No repeat of a feature of the 1954 Charter or an amendment or addition thereto affects the validity of an outstanding bond issued by the City or impairs the obligation of the City under the bond or the rights of the holders of the bond.

Section 10.10 - Effective Date of Revision.

This revised Charter takes effect on _____.

CHARTER OF THE CITY OF ONTARIO

2022 ONTARIO CITY CHARTER

Chapter I - INTRODUCTORY PROVISIONS

Section 1.1 - ~~Title~~Titles.

This enactment shall be referred to as the Ontario Charter of ~~1985~~2021.

Section 1.2 - Corporate Name of City.

The municipality of Ontario, Malheur County, Oregon, shall continue to be a municipal corporation with the name "CITY OF ONTARIO."

Section 1.3 - Boundaries.

The City shall include all territory encompassed by its boundaries as they now exist or hereafter are modified pursuant to law. The custodian of City records shall keep an accurate, up-to-date description of the boundaries and make copies of this Charter and the boundary descriptions available for public inspection.

Chapter II - POWERS

Section 2.1 - Vesting, Grant and Construction of Powers.

(1) Except as this Charter provides to the contrary, all power of the City is vested in the ~~Council~~council, the representative legislative body of the City.

(2) The City has all powers that the constitution or laws of the United States or of this state expressly or impliedly grant or allow cities, as fully as if this Charter specifically stated each of those powers.

(3) In this Charter no mention of a particular power may be construed to be exclusive or to restrict the scope of the powers that the City would have if the particular power were not mentioned. The Charter shall be liberally construed to the end that the City have all powers necessary or convenient for the conduct of its affairs, including all powers that cities may assume under state laws or the provisions of the state constitution regarding municipal home rule.

Chapter III - CITY COUNCIL AND MAYOR

Section 3.1 - Council: Membership.

The ~~Council~~council of the City shall be composed of a mayor and six councilors elected from the City at large.

Section 3.2 Council: Election. - All elections for purposes of electing a mayor and/or councilors shall be conducted on a non-partisan basis. Each councilor shall be elected for four years and shall hold office until a qualified successor is elected or appointed. The first election of councilors shall take place in 1986 at which time an election will be held to fill the vacancies of the three existing councilors whose terms will expire December 31, 1986. At each subsequent biennial general election, three councilors shall be elected, each for a term of four years.

Section 3.3 - Mayor: Election.

At the biennial general election held in 1986 and every fourth year thereafter a mayor shall be elected for a term of four years. The term of office of the mayor incumbent at the time this Charter is adopted shall continue until the beginning of 1987.

Section 3.4 - Council: Meetings.

The ~~Council~~council shall prescribe times and places for its meetings. It shall meet regularly at least once each month. At a meeting it may adjourn to the next succeeding regular meeting or to some specified time prior thereto. The mayor or a majority of the councilors may call special meetings of the ~~Council~~council in accordance with the laws of the State of Oregon.

Section 3.5 - Council: Quorum.

A majority of the councilors constitute a quorum for the transaction of ~~Council~~council business, except that a lesser number may meet and compel the attendance of absent members. A quorum may also compel the attendance of absent members. The mayor shall be deemed a councilor for the purpose of constituting a quorum.

Section 3.6 - Council: Record of Proceedings.

The ~~Council~~council shall keep a record of its proceedings. Except where exempted by state law, the ~~Council's~~council's deliberations and proceedings shall be public and its records available for inspection during business hours.

Section 3.7 - Mayor: Functions.

The mayor shall preside at ~~Council~~council meetings and shall have a vote on all matters before the ~~Council~~council. The mayor shall have authority to enforce the rules of the ~~Council~~council and determine the order of business under those rules. The mayor shall appoint the ~~Council~~council committees provided by the rules of the ~~Council~~council. The mayor shall have no veto power and shall sign all ordinances passed by the ~~Council~~council. The mayor shall function as councilor unless specifically designated otherwise within the sections referencing "mayor."

Section 3.8 - Council: President.

At the first meeting of the ~~Council~~council each odd-numbered year or as soon thereafter as practical, the ~~Council~~council shall choose one of its members to preside over the ~~Council~~council and perform the duties of mayor in the absence of the mayor from the City or in

case of the mayor's inability to act as such. In functioning as mayor while the mayor is absent from the City on leave granted by the ~~Council~~council or after the mayor is absent from the City for 30 days or physically unable to function as mayor for 30 days, the president of the ~~Council~~council has the legal powers, and is subject to the legal limitations of the mayor. By majority vote, the council may remove the council President as President and appoint another.

Section 3.9 - Council: Vote Required.

Except as this Charter otherwise provides, a concurrence of a majority of the members of the ~~Council~~council (including the mayor) present at a ~~Council~~council meeting shall be necessary to decide any question before the ~~Council~~council.

Section 3.10 - Conflict of Interest.

No councilor or mayor may vote upon any contract, the expenses of which are to be paid by the City or upon any subject in which pecuniarily interested, and shall declare publicly the conflict of interest.

Section 3.11 - Council and Mayor: Immunity.

No councilor or mayor may be held liable, or questioned in any other place, for words uttered in any meeting of the ~~Council~~council, its subcommittees, commissions and boards.

Chapter IV - CITY MANAGER

Section 4.1 - City Manager: Appointment and Qualifications.

The ~~Council~~council shall appoint a city manager for an indefinite term who shall hold office during the pleasure of the ~~Council~~council and may be removed at any time with or without cause by ~~two-thirds~~a majority vote of the entire ~~Council~~council. The city manager shall be chosen without regard to political considerations and solely on the basis of executive and administrative qualifications. The city manager need not be a resident of the City or state at the time of appointment, but promptly thereafter shall become and remain a resident of the City while in office. No councilor nor mayor may be appointed city manager until one year after the expiration of his or her service in the office of councilor or mayor.

Section 4.2 - City Manager: Vacancy.

~~If~~When the ~~office of city manager is temporarily disabled from acting as manager or when the office of the~~ manager becomes vacant ~~or if the city manager is absent from the City or disabled, the Council may designate a city council must appoint a~~ manager pro tem. The city manager pro tem ~~shall perform~~has the ~~authority and duties of city manager but may appoint or dismiss a department head only with a two-thirds vote of the entire Council. The term of office of the city manager-, except that a~~ pro tem ~~ends when the city manager returns to the City or takes office~~may appoint or remove employees only with council approval.

Section 4.3 - City Manager: Powers and Duties.

The city manager shall be the chief administrative officer of the City government and shall be responsible to the ~~Council~~council for the proper performance of his or her duties. The city manager shall:

- (a) Attend all meetings of the ~~Council~~council unless excused by the ~~Council~~council or the mayor.
- (b) Keep the ~~Council~~council advised of the affairs and needs of the City.
- (c) Make annual reports, or more frequently if requested by the ~~Council~~council, about the affairs and departments of the City.
- (d) See that all ordinances are duly enforced.
- (e) See that all franchises, leases, contracts, permits and privileges granted by the City are observed.
- (f) For all employees except department heads, the city manager shall have sole authority to make hiring and firing decisions. As to department heads, the council shall have the sole authority to make the final hiring decision.
- (g) Generally supervise and control appointive officers and employees in their work.
- (h) Organize and, as necessary, disband and reorganize the various City departments, investigate the affairs of the City or any departments thereof.
- (i) Prepare the annual budget for transmittal to the council.
- (j) Supervise the operation of all city-owned public utilities and city-owned property.
- (k) Perform ~~such~~ other duties as directed by the ~~Council directs~~council, not inconsistent with the City Charter, City Law or ordinance.

Section 4.4 - City Manager: Council Meetings.

The city manager and such other officers of the City as the ~~Council~~council designates may sit with the ~~Council~~council but may not vote on questions before the ~~Council~~council. The city manager may take part in all ~~Council~~council discussions, but shall have no control over the ~~Council~~council.

Section 4.5 - City Manager: Interference in Administration.

No member of the ~~Council~~council shall directly or indirectly, by suggestion or otherwise, attempt to coerce the city manager in the ~~making of any appointment or~~ removal of any officer or employee or in the purchase of supplies; or attempt to exact any promise relative to any appointment from any candidate for manager; ~~or discuss directly or indirectly with him the matter of specific appointments to any City office or employment.~~ Nothing in this section shall be construed, however, as prohibiting the ~~Council~~council while in open session from fully and freely discussing with or suggesting to the city manager anything pertaining to City affairs or the interests of the City.

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(e) Compel witnesses to appear and testify and jurors to serve for trials before the court;

(f) Penalize contempt of court;

(g) Issue processes necessary to serve for indefinite terms to hold office at the pleasure of the Council and may remove any of them any time, with or without cause, by a majority vote of the entire Council; enforce judgments and orders of the court;

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and if notice of their availability is posted at the City Hall or published once in a newspaper of general circulation in the City.

(4) An ordinance enacted after being read by title alone, under the provisions of subsections (2) and (3) shall have no legal effect if it differs substantially from its terms as filed prior to the reading, unless each section incorporating such a difference is read fully and distinctly in open ~~Council~~council meeting as finally amended prior to being approved by the ~~Council~~council. An ordinance may be amended at the time of enactment if the ordinance as amended deals with the same general subject.

(5) Upon the passage of an ordinance, the City Recorder shall sign it and date it with the date of its passage.

(6) An ordinance takes effect on the thirtieth day after its enactment. However, when the ~~Council~~council considers it advisable, an ordinance may provide a later effective date or, in an emergency, an ordinance may take effect immediately on enactment.

Chapter IX - PUBLIC IMPROVEMENTS

Section 9.1 - Procedure.

(1) Except as provided in this section, the procedure for making, altering, vacating, or abandoning a public improvement shall be governed by general ordinances or, to the extent not so governed, by the applicable general laws of the state.

(2) Action on a proposed public improvement shall be suspended for six months on a remonstrance by the owners of two-thirds of the land to be specially assessed for the improvement. In this section "owner" means the record holder of legal title or, if land is being purchased under a land sale contract recorded or verified in writing by the record holder of legal title to the land, the purchaser.

Section 9.2 - Assessments.

Unless otherwise provided by this Charter or the applicable general laws of this state, the procedure for levying, collecting, and enforcing the payment of special assessments for public improvements, City liens, or other services to be charged against real property shall be governed by general ordinance.

Section 9.3 - Liens.

The docket of City liens is a public writing, and the original or a certified copy of any matter authorized by ordinance to be entered in the docket shall have the force and effect of a judgment unless otherwise provided by this Charter or the applicable general laws of this state. From the time of the ~~Council's~~council's authorization of an improvement on account of which an assessment is entered in the docket, the sum so entered is a lien against the property. The lien has priority over all other liens and encumbrances upon the property and may be enforced in the manner authorized by the ~~Council~~council.

Section 9.4 - Condemnation.

A necessity of taking property for the City by condemnation shall be determined by the ~~Council~~council and declared by a resolution of the ~~Council~~council describing the property and stating the uses to which it shall be devoted.

Chapter X - MISCELLANEOUS PROVISIONS

Section 10.1 - Revenue Bonds.

The ~~Council~~council may issue revenue bonds without voter approval only for commercial or industrial development or a municipal utility. Such bonds shall not constitute general obligations of the City and shall only be payable from the proceeds of the commercial or industrial development or the municipal utility.

Section 10.2 - Indebtedness: Limits.

- (1) Indebtedness of the City may not exceed the limits on City indebtedness under state law.
- (2) Approval by the voters of City indebtedness need not be in the form of a Charter amendment.

Section 10.3 - Terms, Proceeds, and Retirement of Bonds.

Bonds issued by the City as evidence of indebtedness shall include such terms, the manner in which the proceeds from sale of the bonds shall be kept, invested, disbursed, and accounted for and the manner in which the indebtedness shall be retired as the ~~Council~~council prescribes. The prescription may not be changed for a particular bond after it is issued.

Section 10.4 - Presumption of Validity of City Action.

In every proceeding in any court concerning the exercise or enforcement by the City or any of its officers or agencies of any power by this act given to the City or any of its officers or agencies, all acts by the City or any of its officers or agencies shall be presumed to be valid and no error or omission in any such act invalidates it, unless the person attacking it alleges and proves that he or she has been misled by the error or omission to his or her damage. The court shall disregard every error or omission which does not affect a substantial right of the person. Any action by this Charter committed to the discretion of the ~~Council~~council, when taken, shall be final and shall not be reviewed or called into question elsewhere.

Section 10.5 – General Retail Sales Tax.

Any proposal to implement or increase a city general retail sale tax shall be referred to the voters by the Ontario City council and that referral to the voters shall occur in November of a U.S. Congressional election year.

Section 10.6 – Fee Increases.

Any proposal to implement or increase fees or local taxes (except for a general retail which is governed separately in this Charter) must be affirmed by a two-thirds vote of the entire council.

Section 10.7 – Charter Review Committee.

The city council shall appoint an ad hoc committee to review the City Charter at least every ten years and to make recommendations for changes.

Section 10.8 - Existing Ordinances Continued.

All ordinances of the City consistent with this Charter and in force when it takes effect shall remain in effect until amended or repealed.

Section 10.~~69~~ - Repeal.

(1) All Charter provisions of the City enacted prior to the time that this Charter is approved by the voters are hereby repealed.

(2) No repeal of a feature of the 1954 Charter or any amendment or addition thereto that has repealed an earlier such feature revives the earlier.

(3) No repeat of a feature of the 1954 Charter or an amendment or addition thereto affects the validity of an outstanding bond issued by the City or impairs the obligation of the City under the bond or the rights of the holders of the bond.

Section 10.~~710~~ - Effective Date of Revision.

This revised Charter takes effect on ~~January 1, 1985.~~_____.



**AGENDA REPORT
OLD BUSINESS
August 24, 2021**

To: Mayor and City Council

FROM: Adam J. Brown, City Manager

THROUGH: Adam J. Brown, City Manager

SUBJECT: WAYFINDING AWARD OF CONTRACT

DATE: August 2, 2021

PROPOSED MOTION:

I MOVE THE CITY COUNCIL AWARD THE WAYFINDING BID TO ACSM IN THE BASE AMOUNT OF \$242,986 WITH THE ABILITY TO EXTEND SERVICES FOR TWO ADDITIONAL YEARS IF BUDGETED BY THE ONTARIO CITY COUNCIL.

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 were determined to not meet state requirements. The city rebid the procurement using state forms and standards and had a second bid opening in June of 2021. The project is ready to be awarded.

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 2020-2021 fiscal year to begin implementation of the wayfinding system. Additional funds were budgeted in the 2021-2022 fiscal year. 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 and were opened over video conference.

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.

With help from the experience of the City Council, it was identified that all of the requirements for construction contracts were not met. Sign installers are required to be licensed by the Oregon Construction Contractors Board (CCB). As such, staff worked with the state Department of Administrative Services to rewrite and repost the bid with all state requirements being met.

Minimum build-out of the wayfinding system will be done over multiple years. The bid documents phased the build out of the minimum system over three years as budget dictates. We currently have two years of funding which will we will be able to have immediately done upon award. The third year of funding will be requested in the 2022-2023 budget.

CURRENT SITUATION:

The bids for the second round which were opened in June were as follows:

ACSM - \$242,986

Graphic House - \$286,223

Sea Reach - \$274,995

Staff recommends the contract be awarded to ACSM for a base amount of \$242,986. The bid allows for a contract price escalation for each additional year of construction. In addition to being the lowest bid ACSM had the lowest cost escalation amount at 1.8% compared with 2.5% to 5% from the other bidders. We recommend that the council allow staff to use them at the city's choice for two additional years, passed the three year funding. In other words, if the council were to budget for additional signage, passed Fiscal Year 2023, the City could still use ACSM to manufacture the signs without going back out for bid.

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** The 2020-2021 budget included \$60,000 for the wayfinding sign production and installation and was carried over to the current fiscal year. Staff has recommended \$57,650 for the Fiscal Year 2021- 2022 buildout, giving us a total amount to be worked on this year of \$117,650.

The five-year capital improvement program includes funding in 2023 of \$38,364 and in 2024 for \$62,000. If the city is successful with the Our Town grant we would have an additional amount toward full build out in next year's project.

- C. **TIMING** Staff is hoping to receive notification of the National Endowment for the Arts, Our Town, grant in April of 2022, which will leverage the current years budget by another \$60,000 for wayfinding signs.

- D. **POLICY/LEGAL** Only the City Council has the authority to award the bid. The contractor has gone through the licensing process with the Oregon Construction Contracting Board (CCB). Their license number is 237252 and will be searchable when the CCB finishes the administrative process.

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 wayfinding bid to ACSM in the base amount of \$242,986 with the ability to extend services for two additional years if budgeted by the City Council.

ATTACHMENTS:

1. bid_Wayfinding_Graphic House_6 15 2021
2. bid_Wayfinding_SeaReachLLC_6 15 2021
3. Bid Tabulation_Wayfinding_6 15 2021
4. bid_Wayfinding_ACSM_6 15 2021



**INVITATION FOR BIDS | WAYFINDING SIGN
PRODUCTION & INSTALLATION**

Prepared for the City of Ontario, Oregon
June 14, 2021

PART 1 | Fabrication Abilities

Cover Letter	1.1
About Graphic House, Inc.	1.2
Corporate Officers	1.4
Field Team	1.7
Project Management Team	1.8
Install Team	1.9
Equipment	1.10

PART 2 | Experience

Construction Experience	2.1
Relevant Experience	2.2

PART 3 | Required City Forms

Warranties	3.1
Vendor Acknowledgement	3.2
Appendix A	3.9
Detailed Cost Proposal	3.12
Terms and Conditions	3.16

FABRICATION ABILITIES

Cover Letter
About Graphic House, Inc.
Corporate Officers
Field Team
Project Management Team
Install Team
Equipment

City of Ontario, Oregon
City Hall
444 SW 4th St
Ontario, Oregon 97914



Re: INVITATION FOR BIDS FOR WAYFINDING SIGN PRODUCTION & INSTALLATION

To Whom it May Concern,

We are pleased to respond to City of Ontario's Invitation for Bids for wayfinding sign production and installation.

Graphic House, Inc. has a team of experienced professionals to bring your project to life. We have the resources and capacity to handle the largest projects while keeping track of the smallest of details. Our trained project managers are experts at turning complexity into control, and control into completion.

In the following proposal, we have provided our team's qualifications, proposed project team members and several examples of our Wayfinding Signage packages. We are including descriptions of our project documentation and working resources to demonstrate our fabrication and installation capabilities.

Our contact information is as follows:

Graphic House, Inc.
8101 International Dr.
Wausau, WI
54401

Project Contact | Joshua Chapple
Direct Phone | 715-842-0402 ext. 232
Contact Email | joshuac@graphichouseinc.com
Website | graphichouseinc.com

Sincerely,

Joshua Chapple

Joshua Chapple
National Sales Manager

1 | FABRICATION ABILITIES

About Graphic House

Established in 1976, Graphic House, Inc. is a Woman-Owned Business Enterprise (WBE). We are a diverse group of professionals with a shared passion for creative experiences. We are a team of designers, project managers, fabricators, engineers, and innovators that specialize in sign programs.

One of the greatest assets Graphic House has is the understanding and capability to coordinate projects from coast to coast. As a versatile General Contractor, we have built strategic partnerships allowing us to facilitate any size project, from multi-jurisdictional to small municipalities.

Our Project Management team handles all the planning and coordination measures while the Construction Management team oversees all details of the installation process on-site. This gives our clients a seamless process with a smooth execution of their project.

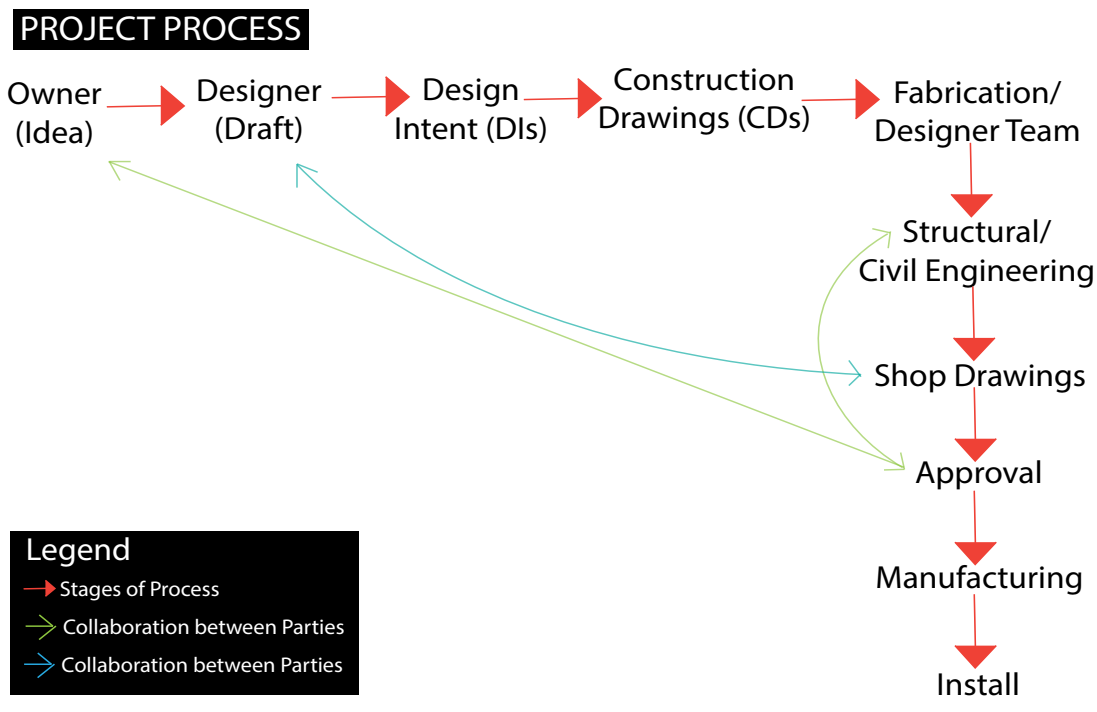
We take pride in our ability to align, unite and leverage our resources to create opportunities for local trade companies in the neighborhoods in which we build. We offer our clients the accessibility and support of a local firm with the stability and resources of a national organization.

Our company has earned recognition for undertaking large and complex projects, fostering innovation, embracing emerging technologies, and making a difference for their clients, employees, and community.

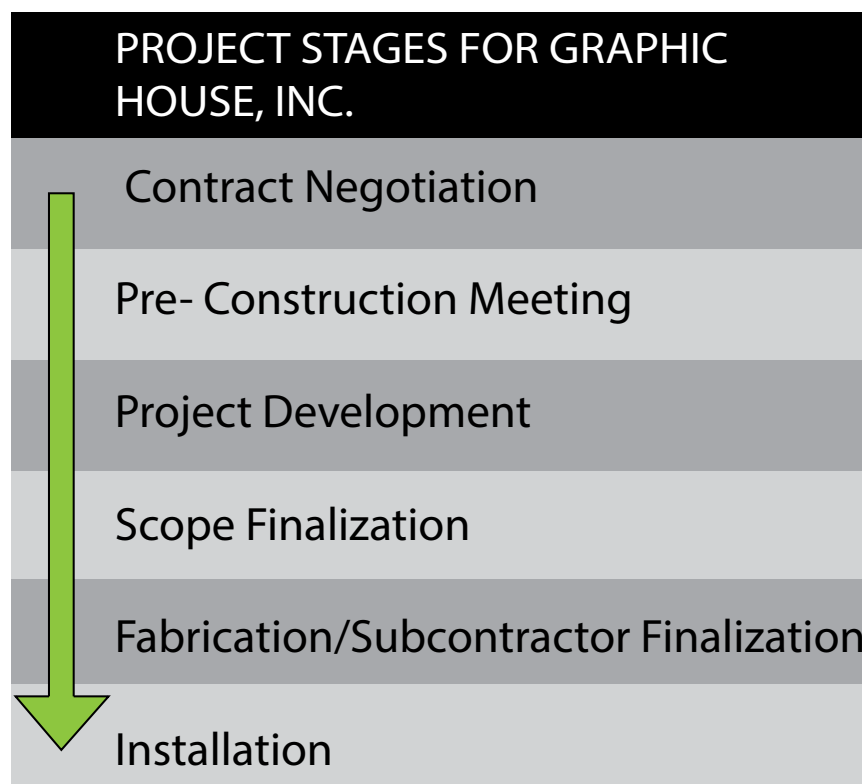
The following are several important benefits for Ontario City working with Graphic House:

- We are a licensed General Contractor in the State of Oregon.
- A dedicated team of experienced project managers will be assigned to the project to monitor all schedules and maintain accurate records.
- As a company, Graphic House, Inc. has vast experience obtaining all permits needed for signage projects. We also manage and coordinate all surveying and civil engineering when required.
- Our structural engineers are certified in 48 states.
- When vetting or hiring subcontractor's (unless working with pre-specified subs) Graphic House always attempts to choose companies within the client's local community to keep money within the local economy.
- Graphic House, Inc. prides itself on having the most secure worksites, adhering to all industry safety guidelines.

1 | FABRICATION ABILITIES



This is our standard workflow process that we use on a daily basis. Graphic House, Inc. has designated teams assigned to each step, and each team has fine-tuned their abilities to execute their assigned tasks for seamless project completion.



1 | FABRICATION ABILITIES

CORPORATE OFFICERS



Beth Hartinger
Owner | CFO

Beth handles all the financial elements for the company. She elevates all team capabilities.

Beth has served as Chairwoman of Graphic House, Inc. since 1988 and is the active CFO. She began her start in the financial industry by obtaining her Bachelor's Degree from the University of Wisconsin-Eau Claire in Accounting.

Beth handles all financial projections, compilation of Profit and Loss, and reconciliation of our books. Graphic House, Inc. is a WBE as a result of Beth's dedication to the industry. Beth has played an important role in evolving the company into a leading National Architectural Signage fabrication and construction management firm through her ongoing efforts of financial management.

**EDUCATION | *Bachelor's Degree in Accounting
University of Wisconsin-Eau Claire***



H. Bren Hartinger
Founder | CEO

Bren provides expertise to our projects that require a high degree of collaboration with multiple parties. His 45 plus years of experience in the signage design and production industry heightens Graphic House, Inc.'s general contracting capabilities.

Bren founded Graphic House, Inc. in 1976 and remains an integral part of day-to-day operations. His journey began after attending the Chicago Institute of Lettering and Design which sent him on an unexpected career path of sign painting. He utilized his new skills by beginning a small sign shop out of his home basement in Wausau, Wisconsin, and continued to evolve with the signage industry over a course of 45 plus years. Today Graphic House, Inc. is recognized as a national signage industry leader.

Bren was able to elevate the company to its current status by viewing signage in a different light than most people. Slight details that others overlooked never went unaddressed under his guidance. That dedication and improvisation is the foundation behind every department he developed within the company. Bren has first hand knowledge and experience in the sales, project management, design, fabrication and installation of signage.

Each sign is considered a piece of art and must meet exceptional quality standards in order to exceed every client's expectations and bring their visions to life. The team Bren mentored at Graphic House, Inc. averages 30 plus years of industry experience due to the company focusing on quality versus quantity.

EDUCATION | *Chicago Institute of Lettering and Design*

1 | FABRICATION ABILITIES

CORPORATE OFFICERS



Bryan Borrell
President

Bryan oversees all aspects of company wide operations. The company is able to work as a cohesive unit due to his industry insight.

Bryan joined the Graphic House, Inc. team during 2019. Prior to joining the company Bryan received his Bachelor's Degrees from Northern Michigan University in Security Administration and Business Management. He then went on to serve as President for a large manufacturing corporation over a course of 32 years. His responsibilities included overseeing all aspects of the business from marketing to operations.

Bryan's years of experience enables Graphic House, Inc. to work as a cohesive unit. Each department compliments each other and works towards the goal of exceeding every client's expectations. Under Bryan's guidance the company continues to set industry standards and expand its portfolio.

EDUCATION | *BS in Security Administration and Business Management*
Northern Michigan University

PREVIOUS WAYFINDING EXPERIENCE			
Paine Field Airport, WA	City of West Des Moines, IA	Fairfax, KS	Northwestern Medical, IL



Lea Ballmer
Vice President of National Sales | Install Manager

Lea will oversee all phases of the project. She ensures the Graphic House, Inc. team stays ahead of any challenges that may arise.

Since Lea joined the Graphic House, Inc. team in 1998 she has mastered the in's-and-out's of all fassets of the signage industry. Prior to becoming the VP of National Sales, Lea was the Production and Operations Manager over a course of 12 years. In her current role she oversees the National Sales team to effectively keep projects on schedule and ensure all tasks are addressed in a timely and effective manner. Her degree in Human Resources Management from Upper Iowa University helps heighten all her skillsets.

Lea's vast experience and education enables her to clearly present project information to all parties for mutual understanding.

To verify the project is being completed seamlessly, Lea will also be performing site visits prior to installation of the signage and oversee our installation crew during the scheduled installs. Her wealth of knowledge with DOT and large signage projects, paired with her experience of overseeing project executions in the field will be an asset to this project.

EDUCATION | *Human Resources Management Degree*
Upper Iowa University

PREVIOUS WAYFINDING EXPERIENCE			
Paine Field Airport, WA	City of West Des Moines, IA	City of Elk River, MN	Eskenazi Hospital, IN

1 | FABRICATION ABILITIES



Joshua Chapple
National Sales Manager

Joshua is the first point-of-contact for this project. He sets the foundation for the scope of work and establishes lasting relationships with clients.

Prior to becoming the National Sales Manager of Graphic House, Inc. Joshua served 15 years in the US Army and received his AS degree in Criminal Justice from Central Texas College . He used his skills gained from his military service and schooling to help establish Graphic House as a nationally renowned sign company.

His extensive sales experience and passion for the industry helps drive the company to continuously become better. Joshua is an active member of the SEG D in order to stay up-to-date on all industry advancements.

Joshua specializes in finding, reviewing and obtaining large scale wayfinding projects for the company. His knowledge of the signage and construction industries helps him communicate openly with clients and establish lasting partnerships.

EDUCATION | AS Degree in Criminal Justice
Central Texas College

PREVIOUS WAYFINDING EXPERIENCE			
Paine Field Airport, WA	City of West Des Moines, IA	Fairfax, KS	Baldwin City, KS



Scott Jensen
National Contract Manager

Scott’s primary responsibility is to manage the lifecycles of public works contracts and oversee the onsite installation of large scale projects.

Scott reviews all opportunities for Graphic House, Inc. This includes identifying qualifications necessary for the scope of work and performance of the project, assists in finding and identifying strategic business partnerships necessary to execute the project, and ensuring all compliance measures are met.

Scott holds the General Contractor qualification in several states. His knowledge of local and state procurement regulations and applicable laws for the contract performance and execution are invaluable to the Public Works division of Graphic House.

He maintains all qualifications and bonds necessary to perform Public Works contracts. His wealth of knowledge with DOT and large signage projects, paired with his experience of overseeing project executions in the field will be an asset to this project.

EDUCATION | Degree in Project Management
Kent State University

PREVIOUS WAYFINDING EXPERIENCE	
Northwestern Medical, IL	Fairfax, KS

1 | FABRICATION ABILITIES

FIELD TEAM



Kevin Fechhelm
Onsite Install Manager

Kevin is our Lead Installation/Field Technician. Kevin has been with Graphic House for over 33 years.

In Kevin's many years at Graphic House he has mastered all aspects of the manufacturing and installation of our signs. His vast knowledge of the signage industry coupled with his expert installation and coordination background make Kevin an invaluable asset to our organization.

He is able to coordinate all subcontractors onsite to ensure that our installations are expertly carried out and seamless to our clients.

Kevin is Crane, Rigging and Signal Certified through the NCCCO (National Commission for the Certification of Crane Operators). He is also certified in OSHA 10 and Class A CDL licensed.



Pete Stauber
32 years on GHI Field Team



Dave Garton
30 years on GHI Field Team



Kevin Strutz
4 years on GHI Field Team



Jake Zarda
2 years on GHI Field Team



Cory Isaacson
2 years on GHI Field Team



Mason Malone
1 year on GHI Field Team

1 | FABRICATION ABILITIES

PROJECT MANAGEMENT TEAM

Our Project Management team enhances our capabilities as a company. They are responsible for the planning, monitoring and timely execution of the signage project. Their duties include:

- Attending the Pre-Construction Meeting to ensure all parties involved understand the scope-of-work needed for a successful project completion.
- Spearheading the Project Development stage where the timeline of the project, materials needed, material ordering timeline, and adjustments to the initial scope-of-work are determined.
- Ensuring the Scope Finalization phase encompasses all final approval of manufacturing prints and site placement, and obtaining all engineering stamps and permits needed.
- Continuously quality checking the project during the Fabrication phase of the project.
- Vetting and hiring subcontractors needed for the installation of the project.
- Acting as the main point-of-contact for all parties involved.



Kristy Moore
National Project Manager



Brooke Klesmith
Project Manager



Lisa Pliska
Project Manager



Dana Zajackowski
Service Accounts Manager

1 | FABRICATION ABILITIES

INSTALL TEAM

Our installation team has nationwide experience installing large scale signage projects. Each install team member must have the following certifications in order to work on the job sites:

- Crane Operator Certification
- Heavy Equipment Operator Certification
- OSHA-10 Certification
- Welder Certification
- Site Safety Supervisors – Daily Reports
- Quality Control and Overseeing Operations
- Spill Prevention and Erosion Control Measures
- Oversee Traffic Control
- FAA and DOT Project Experience
- Survey and Civil Engineering



1 | FABRICATION ABILITIES

EQUIPMENT

Graphic House uses the most current signage fabrication and installation machinery in the industry. We operate out of two manufacturing facilities which encompass over 94,000 square feet. Our equipment includes:

- CNC Hydraulic Shear
- CNC Paint Mixer
- CNC Folding Machine
- CNC Channel Letter Folder
- Taloc Machine
- Welders
- Band Saws
- Iron Workers
- Engraving Machine
- Scissor Lifts
- CNC Routers
- Printers
- Laminators
- Crane Trucks with reach from 65'-0" to 149'-0"
- Service Trucks with reach from 30'-0" to 65'-0"
- Commercial Transit Vans
- Dump Trucks
- Skid Steers
- Tractor Backhoes
- Over the Road Trailers



QUALIFICATIONS

Construction Experience

Relevant Experience

2 | QUALIFICATIONS

Construction Experience - Graphic House

Since 1976, Graphic House, Inc. has tailored ourselves to go after specialized projects. We have sought out and tackled numerous large scale projects across the nation.

The following is a partial list of our municipal and destination clients:

- The City of Alma, AR
- The City of Fort Smith, AR
- The City of Greenwood, AR
- Van Buren, AR
- Phoenix, AR
- The City of Ontario, CA
- Red Bluff, CA
- The City of Canon City, CO
- Monte Vista, CO
- The City Alpharetta, GA
- Altoona, IA
- Atlantic, IA
- Fort Dodge, IA
- Mason City, IA
- Aurora, IL
- Bannockburn, IL
- Chicago, IL
- Danville, IL
- East Peoria, IL
- Elgin, IL
- Hamel, IL
- Homer Glen, IL
- Maryville, IL
- Elkhart, IN
- Indianapolis, IN
- Rochester, IN
- The City of Baldwin City, KS
- Kansas City, KS
- Norton, MA
- Calumet, MI
- Crystal Falls, MI
- Escanaba, MI
- Houghton Lake, MI
- Iron River, MI
- Ironwood, MI
- Lansing, MI
- Marquette, MI
- Watersmeet, MI
- The City of Apple Valley, MN
- Champlin, MN
- Duluth, MN
- Eagan, MN
- The City of Elk River, MN
- Hastings, MN
- The City of Hutchinson, MN
- Rochester, MN
- Woodbury, MN
- Maryville, MO
- Booneville, MS
- Devils Lake, ND
- Findlay, OH
- Meadows of Dan, VA
- Burlington, VT
- Everett, WA
- Federal Way, WA

2 | QUALIFICATIONS

RELEVANT PROJECT EXPERIENCE

Name of the Project:

Snohomish County WA, Paine Field Airport
(PAE)

Brief description demonstrating architecturally significant work:

Project was a Design Intent Pack, incorporating architectural features from the terminal building with WSDOT and AASHTO requirements for fabrication and installation.

Owner Reference: Name and address of the Owner (Contact information must be current and verified by the respondent)

Kevin Latschaw, P.E.
Paine Field Airport Engineering Manager
10108 32nd Ave. West, Suite G
Everett, WA 98204

Designer Reference: Name and address of the architect or engineer of record:

George Lim
Tangram Design, LLC
878 Santa Fe Dr. Unit 1
Denver, CO 80204

Cost Management: The contract amount, as awarded, and the final contract amount for completed projects. For in progress projects, furnish the dollar amount of the change orders to date.

Contract Amount:	\$1,463,852.11
Final Contract Amount:	\$1,417,444.37
Change Orders:	\$46,407.74
Comments:	2 Change Orders during project lifecycle made by Owner and Design team for structural improvements and aesthetic features on Design Intent package.

Schedule Management: Date of contract award, contract time and date of completion, or for in-progress projects, give percent to complete.

Contract Award:	7/18/2019
Contract Time:	16 Months
Date of Completion:	12/20/2020
Comments:	This project was broken into phases for completion over a 16-month period.

2 | QUALIFICATIONS

Description of Owner, Architect, and subcontractor collaboration during the design phase.

Graphic House had weekly construction meetings with the Owner, Designer, Engineer and Installation representatives to review progress on designs, product options and availability, fabrication methods, civil and structural engineering inputs, installation challenges, permitting and municipality progress.

Graphic House provided clear direction and transparent communications during the design phase by setting meeting agenda's, providing post-meeting notes to all parties, Gantt charts throughout the project, and ensuring disputes were resolved in a positive, professional, and equitable manner.

Description of strategies that minimize disruption to ongoing business operations.

As the project was located at a very active regional airport that shared a vital main road with a large Boeing plant, Graphic House had to plan our on-site work around the flight schedule of the airport and shift changes of Boeing.

To maximize the construction time blocks, Graphic House had to coordinate multiple subcontractors, permit inspectors, material and equipment delivery and traffic control down to the minute.

Graphic House had to overcome unprecedented challenges during the COVID-19 pandemic. All aspects of the installation had to be monitored to address both our employees and worksite safety for the general public. In addition, the challenges incurred due to logistics, travel restrictions, shipping and product delays while still meeting and exceeding the deadlines needed for our client.



Louvres and lighting on signs were implemented to replicate architectural features of PAE terminal building.



2 | QUALIFICATIONS

RELEVANT PROJECT EXPERIENCE

Name of the Project:

City of West Des Moines

Brief description demonstrating architecturally significant work:

Project was a Design Build, incorporating different architectural features of their vision for the City logo.

Owner Reference:

City of West Des Moines
4200 Mills Civic Parkway
West Des Moines, IA 50265
Contact: Jason Schlickbernd

Designer Reference:

Eric Holt
ShiveHattery, Inc
4125 Westtown parkway
West Des Moines, IA 50266

Cost Management:

Contract Amount:	\$284,936.00
Final Contract Amount:	\$482,203.00
Change Orders:	\$197,267.00
Comments:	6 Change Orders during project lifecycle made by Owner and Design team for improvements and 2 additional signs.

2 | QUALIFICATIONS

RELEVANT PROJECT EXPERIENCE

Schedule Management:

Contract Award:	7-1-2019
Contract Time:	15 months
Date of Completion:	10-23-20
Comments:	This project was to be completed in April 2020, however, it was pushed back due to the concrete quotes that were received. The city put it back out for rebids for the Spring of 2020 and the concrete company did not get the foundations in until August of 2020.

Description of Owner, Architect, and subcontractor collaboration during the design phase.

Graphic House had construction meetings with the Owner, Designer, electrician and concrete installers. This was necessary to provide a clear next step in coordinating the install of the foundations and electrical prior to the installations of the signs.

Graphic House provided clear direction and transparent communications during the design phase by setting meeting agenda's, providing post-meeting notes to all parties and Gantt charts throughout the project. Graphic House provided samples of the materials & lighting to be approved before moving forward on manufacturing the 1st sign.

Description of strategies that minimize disruption to ongoing business operations.

Graphic House worked with the designer to coordinate the installs so they were aware of where we would be starting. We let the designer know when we were completed with one site and what was going to be our next location. We took photos of each location as the install was going on and kept everyone updated on our progression.

Graphic House had to overcome unprecedented challenges during the COVID-19 pandemic. All aspects of the installation had to be monitored to address both our employees and worksite safety for the general public. In addition, the challenges incurred due to logistics, travel restrictions, shipping and product delays while still meeting and exceeding the deadlines needed for our client.

2 | QUALIFICATIONS



City of West Des Moines IA - City Entrance Enhancements - Phase 1A



Project Deliverables and Planner

No.	Task	Duration	Start	Finish	Department	Aug-19					Sep-19					Oct-19				
						5-9	12-16	19-23	26-30		2-6	9-13	16-20	23-27		30-4	7-11	14-18	21-25	28-1
01	Notice to Award Issued		7/1/2019																	
02	Pre-Construction Meeting		7/8/2019																	
03	Designs and Mockup Clarification		NLT 19 July 2019																	
04	CA Client Review of Designs / Mockup	2 Days			Sales															
05	Period for Corrections and Adjustments	5 Days			Sales															
06	GHI Department Review	2 Days			Sales/Design															
07	Design Finalization / Engineering Stamps	5 Days			PM / Operations / Engineering															
08	Client Authorization on Manufacturing	UNK	NLT 20 Aug 19		CA / TD															
09	Materials and Supplies	12 Days																		
10	Ordering of Materials and Supplies	1 Days			Purchasing															
11	Shipment of Orders	10 Days			Purchasing															
12	Receive Orders, QC Check	1 Days			Purchasing															
13	Manufacturing Process	30.5 Days																		
14	Review Blueprints	0.5 Days			Operations															
15	Routing and Machining	4 Days			Manufacturing															
16	Material Assembly and Prep	2 Days			Manufacturing															
17	Cabinet and Letter Fabrication	14 Days			Manufacturing															
18	Vinyl, Staining and Painting	7 Days			Commercial and Paint Dept															
19	Quality Control Inspection	1 Day			Manufacturing															
20	Inventory and Crating of Signage	2 Days			Manufacturing															
21	Travel / Shipping	1 Day			Estimated Allowance															
22	Site Visit / Field Verification	2 Days					1												2	
23	Installation	3 Days																		
24	Multiple Location Installation	2 Days			GHI															
25	Final Inspection of Installation and SOW	1 Day			PM / Sales															

Scope of Work Review
3 x 32' Gateway Monument
1 x 27' Gateway Monument
Build, Ship and Install on Bases by "Others" TBD

Special Considerations and Instructions
GHI Must Acquire Permits - No Fees
Tax Exempt Project
Engineer Stamped Prints

2 | QUALIFICATIONS

RELEVANT PROJECT EXPERIENCE

Name of the Project:

Canon City, Colorado
Branding & Pedestrian Wayfinding

Brief description demonstrating architecturally significant work:

Graphic House worked with the City of Canon City’s engineer and procurement officers to bring their vision to life. Cannon City utilized Tangram Design’s design intent packet . The signage had an intricate custom design, incorporating local stone from the area into the bases of the signs. Graphic House’s in-house stone process and ability to tailor fabrication methods, allowed us to keep this project on budget and on schedule.

Owner Reference:

Rosie Records
City Planner
719-276-5616
mrecords@canoncity.org

Designer Reference: Name and address of the architect or engineer of record:

Graphic House facilitated Design improvements with Canon City engineers.

Cost Management:

Costs not provided due to request of client.

Schedule Management:

Contract Award:	5/19/19
Contract Time:	2019
Date of Completion:	10/16/2019
Comments:	The project had a 6 month timeline to installation.

Description of strategies that minimize disruption to ongoing business operations.

In order to deliver turnkey signage, Graphic House, Inc. developed strategies to fabricate custom corten steel signs that incorporated the City’s local natural stone through our proprietary stone base process. Once the signage arrived at the city, Graphic House hired local contractors to install the signs based on our engineering to ensure a seamless installation.



REQUIRED CITY FORMS

Warranties
Vendor Acknowledgment
Appendix A
Detailed Cost Proposal
Terms and Conditions

3 | REQUIRED CITY FORMS

3 Year Service Warranty

Graphic House, Inc. hereby warrants the sign display against defective workmanship in construction and assembly for a three-year period from the date of the acceptance. Graphic House, Inc. does not warranty flags. No other warranties or guarantees are expressed or implied, either written or verbal. All warranties will be null and void if anyone other than Graphic House, Inc. services or maintains the signage specified on this proposal.

Our warranty, and warranties by stand-alone subassemblies manufactured by other companies, are based solely on the client's responsibility to properly maintain, service and clean these sign components at no longer than each six-month interval. This warranty does not apply to vandalism, misuse, acts of God, and war.

Manufacturer Warranties

The design of the wayfinding program will identify specific materials, finishes and specialty components. These incorporated elements will include various manufacturer's warranties. The products we will use will be selected for their cost effectiveness, quality and maximum life expectancy. We are especially selective of product providers who have generous warranties. Some of our most common materials we use for community wayfinding programs such as 3M reflective films and applied finishes come with 3 to 10 year warranties. That specific information will be shared with you as they are considered for the system design and will be incorporated in the final maintenance plan.

Graphic House's detailed warranty and performance specifications will be provided as the approved design is adopted.

FIRST-TIER SUBCONTRACTOR DISCLOSURE FORMPROJECT NAME: Wayfinding Sign Fabrication & InstallationBID #: 05-2021-01 CLOSING: Date: 6-15-21 Time: 4:00 PM MST

This form must be submitted at the location specified in the Invitation to Bid on the advertised Closing date or within two working hours after the advertised Closing time.

List below the name of each subcontractor that will be furnishing labor or will be furnishing labor and materials and that is required to be disclosed, the category of work that subcontractor will be performing and the dollar value of the subcontract. Enter "NONE" if there are no subcontractors that need to be disclosed. (ATTACH ADDITIONAL SHEETS IF NEEDED.)

SUBCONTRACTOR NAME	CATEGORY OF WORK	DOLLAR VALUE
<u>N/A</u>	<u>N/A</u>	<u>\$ 0</u>
<u></u>	<u></u>	<u>\$</u>
<u></u>	<u></u>	<u>\$</u>
<u></u>	<u></u>	<u>\$</u>
<u></u>	<u></u>	<u>\$</u>

Failure to submit this form by the disclosure deadline will result in a nonresponsive bid. A nonresponsive bid will not be considered for award.

Form submitted by (bidder name): Graphic House Inc.Contact name: Joshua Chapple Phone no.: (715) 842-0402 ext. 232

SECTION G - CONSTRUCTION CONTRACTORS BOARD (CCB) REGISTRATION REQUIREMENTS / ASBESTOS ABATEMENT LICENSING REQUIREMENTS / JOINT VENTURE - PARTNERSHIP DISCLOSURE**G.1 CCB REQUIREMENTS**

(1) Offerors shall be licensed with the State of Oregon Construction Contractors Board (CCB) prior to bidding on Public Improvement Contracts. FAILURE TO COMPLY WITH THIS REQUIREMENT SHALL RESULT IN BID REJECTION.

(2) All subcontractors participating in the project shall be similarly registered with the Construction Contractors Board at the time they propose to engage in subcontract work. The CCB registration requirements apply to all public works contracts unless superseded by federal law.

Offerors SHALL provide their Construction Contractors Board (ORS 701.055) registration number below:

CONSTRUCTION CONTRACTORS BOARD REGISTRATION NO.: _____

EXPIRATION DATE OF CCB NO.: _____

G.2 ASBESTOS ABATEMENT LICENSING REQUIREMENTS

An asbestos abatement license under ORS 468A.720 will not be required of the Contractor or its subcontractors.

G.3 JOINT VENTURE/PARTNERSHIP DISCLOSURE

The Offeror shall disclose whether the Offer is submitted by either a partnership or joint venture.

NO: _____ **YES:** _____

If yes, the Offeror shall provide the name of the contact person for the partnership or joint venturer.

Name: _____

SECTION H - ADDENDA ACKNOWLEDGEMENT

(1) CITY reserves the right to make changes to the Invitation to Bid and the resulting Contract, by written Addenda, prior to the Closing time and date. Addenda will be advertised on the ORPIN System. CITY is not responsible for an Offerors failure to receive notice of Addenda if such are advertised in the foregoing manner. Addenda shall only be issued by CITY and upon issuance are incorporated into the Invitation to Bid or the resulting Contract.

(2) By Offeror's signature in Section O it ACKNOWLEDGES, AGREES and CERTIFIES TO THE FOLLOWING:

If any Addenda are issued in connection with this ITB, Offeror has received and duly considered such Addenda, and has completed the blanks below identifying all Addenda issued, and acknowledging and agreeing to the terms of all such Addenda as those terms revise the terms, conditions, Plans and Specifications of this ITB.

ADDENDA: No. 1 to No. 2 inclusive.

SECTION I - RESPONSIBILITY INQUIRY/CONTRACTOR REFERENCES & ESB UTILIZATION

The State reserves the right, pursuant to ORS 279C.375(3) and OAR 125-249-0390 to investigate and evaluate, at any time prior to award and execution of the Contract, the apparent successful Offeror's responsibility to perform the Contract. Submission of a signed Offer shall constitute approval for the City to obtain any information the State deems necessary to conduct the evaluation. The City shall notify the apparent successful Offeror, in writing, of any other documentation required, which may include, but is not limited to, recent profit-and-loss history; current balance statements; assets-to-liabilities ratio; including number and amount of secured versus unsecured creditor claims; availability of short and long-term financing; bonding capacity; credit information; material; equipment; facility and personnel information; performance record of Contract performance; etc. Failure to promptly provide this information shall result in Offer rejection. The City may postpone the award of the Contract after announcement of the apparent successful Offeror in order to complete its investigation and evaluation. Failure of the apparent successful Offeror to demonstrate responsibility, as required under ORS 279C.375(3) and OAR 125-249-0390, shall render the Offeror non-responsible and shall constitute grounds for Offer rejection, as required under ORS 279C.375(3) and OAR 125-249-0440.

1. OFFEROR INFORMATION

Business Name: Graphic House Inc.
Owner(s) Name: H. Bren Hartinger
Business Address: 8101 International Dr
Wausau, WI 54401
Telephone Number: (715) 842-0402 Fax No.: _____
Email Address: Lea@graphichouseinc.com

Name of Public Works Bonding Company: The Cincinnati Insurance Company
Address of Public Works Bonding Company: 6200 s Gilmore Rd
(street)
Fairfiels, OH 45014-5141
(city, state, zip)
Agent Name/Phone: Stephanie Gruling
Public Works Bond Number: _____

2. OFFEROR REFERENCES FOR COMPARABLE PROJECTS IN SIZE AND SCOPE

Offeror shall provide a list of three different project references with the Offer that can be contacted regarding the quality of workmanship and service that the Offeror provided on projects of comparable size and scope. Offeror shall submit this information using the form provided in this section or may use the Offeror's form. The list of three different project references shall include the following information.

Project Reference #1

Name of Project: Paine Field Airport
Project Location: Snohomish County, WA
Project Date: 12-20-20
Firm Name for Contact Person #1: Tangram Design
Name of Contact Person #1: George Lim
Telephone Number for Contact Person #1: (303) 408-6957
Fax number for Contact Person #1: _____
Firm Name for Contact Person #2: Tangram Design

Name of Contact Person #2: Mathew Delade
Telephone Number for Contact Person #2: (303) 777-8878
Fax number for Contact Person #2: _____

Project Reference #2

Name of Project: City of West Des Moines
Project Location: City of West Des Moines
Project Date: 10-23-20
Firm Name for Contact Person #1: Shive Hattery
Name of Contact Person #1: Eric Holt
Telephone Number for Contact Person #1: (612) 483 - 5028
Fax number for Contact Person #1: _____
Firm Name for Contact Person #2: Shive Hattery
Name of Contact Person #2: Emily Naylor
Telephone Number for Contact Person #2: (515)333-4925
Fax number for Contact Person #2: _____

Project Reference #3

Name of Project: City Canyon City
Project Location: City Canyon City
Project Date: 10-16-19
Firm Name for Contact Person #1: City Canyon City
Name of Contact Person #1: Rosie Records
Telephone Number for Contact Person #1: (719) 276 - 5616
Fax number for Contact Person #1: _____
Firm Name for Contact Person #2: N/A
Name of Contact Person #2: _____
Telephone Number for Contact Person #2: _____
Fax number for Contact Person #2: _____

The references will be checked to determine if they are supportive of the Offeror's ability to meet the requirements of this ITB.

Offeror must provide references that can be contacted regarding the quality of workmanship and service provided to current and past customers.

The State reserves the right to choose and investigate any reference whether or not furnished by the Offeror, and to investigate past performance of any Offeror with respect to its successful performance of similar projects, compliance with specifications and contractual obligations, its completion or delivery of service on schedule, and its lawful payment of suppliers, subcontractors, and employees.

The State may postpone the award or execution of the Contract after the announcement of the apparent successful Offeror in order to complete its investigation. The State may reject a bid if, the opinion of the State, overall reference responses indicate inadequate performance.

The State will make three attempts to contact the references from the list provided by the Contractor.

Each reference contacted will be asked the same questions, including but not limited to the above factors, including: (1) quality of service; (2) delivery; (3) responsiveness to reported problems, including orders and billing; (4) how well Contractor met the terms of the contract; and (5) whether the reference would choose to hire the Contractor again.

Contractor's supervisor who is overseeing the work shall have experience on projects similar in both size and complexity and submit with the bid, references for three projects that were performed within the last three (3) years.

References provided for the Contractor's supervisor may be the same three (3) references that are provided for the Contractor.

The list of references will include the following information:

Name of Project
Project Location
Project Date
Firm Name for Contact Person #1
Name of Contact Person #1
Telephone Number for Contact Person #1
Fax number for Contact Person #1
Firm Name for Contact Person #2
Name of Contact Person #2
Telephone Number for Contact Person #2
Fax number for Contact Person #2

Offeror must provide references with the bid that can be contacted regarding the quality of workmanship and service that the Contractor's supervisor provided on current and past projects of similar size and complexity.

3. SUBCONTRACTORS CERTIFIED UNDER ORS 200.055

Offeror will provide the company name(s) of any subcontractor that is certified under ORS 200.055 as a disadvantaged business enterprise, a minority-owned business, a woman-owned business, an emerging small business, or a business that a service-disabled veteran owns, that Offeror intends to utilize in the performance of this Contract.

Name: N/A

Name: _____

Name: _____

Name: _____

Name: _____

SECTION J - RECYCLED PRODUCTS

Vendors shall use recyclable materials to the maximum extent economically feasible in the performance of the Contract Work set forth in this document. ORS 279A.010(ii) provides as follows: "'Recycled product' means all materials, goods and supplies, not less than 50 percent of the total weight of which consists of secondary and post-consumer waste with not less than 10 percent of total weight consisting of post-consumer waste. 'Recycled product' also includes any product that could have been disposed of as a solid waste, having completed its life cycle as a consumer item, but otherwise is refurbished for reuse without substantial alteration of the product's form."

ORS 279A.010(u) provides as follows: "'Post-consumer waste' means a finished material which would normally be disposed of as solid waste, having completed its life cycle as a consumer item. 'Post-consumer waste' does not include manufacturing waste."

ORS 279A.010(jj) provides as follows: "'Secondary waste materials' means fragments of products of finished products of a manufacturing process which has converted a virgin resource into a commodity of real economic value, and includes post-consumer waste, but does not include excess virgin resources of the manufacturing process. For paper, 'secondary waste materials' does not include fibrous waste generated during the manufacturing process such as fibers recovered from wastewater or trimmings of paper machine rolls, mill broke, wood slabs, chips, sawdust, or other wood residue from a manufacturing process."

ORS 279A.010(hh) provides as follows: "Recycled PETE" means post-consumer polyethylene terephthalate material."

By my signature in Section O, I, the undersigned duly authorized representative of the Offeror, hereby affirm that Offeror will comply with the above recycled products provisions.

SECTION K - RESIDENCY INFORMATION

OAR 125-249-0390 states "In determining the lowest responsive Bid, the State must add a percentage increase to the Bid of a nonresident Bidder equal to the percentage, if any, of the preference given to that Bidder in the state in which the Bidder resides."

"Resident Bidder" means a Bidder that has paid unemployment taxes or income taxes in this state during the 12 calendar months immediately preceding submission of the Bid, has a business address in this State, and has stated in the Bid whether the Bidder is a "resident Bidder".(OAR 125-246-0110)

"Non-resident Bidder" means a Bidder who is not a "resident Bidder" as defined above. (OAR 125-246-0110)

- a. Check one: Bidder is a () Resident Bidder
(☒) Non-resident Bidder

b. If a Resident Bidder, enter your Oregon business address: _____

c. If a Non-resident Bidder, enter state of residency: _____ WISCONSIN _____

FOREIGN CONTRACTOR: If the amount of the Contract exceeds ten thousand dollars (\$10,000), and if Contractor is not domiciled in or registered to do business in the State, Contractor shall promptly provide to the Oregon Department of Revenue all information required by that Department relative to the Contract. The State shall be entitled to withhold final payment under the Contract until Contractor has met this requirement.

SECTION L - CERTIFICATION OF COMPLIANCE WITH TAX LAWS

By my signature in Section O of this Contract, I, hereby attest or affirm under penalty of perjury: That I am authorized to act on behalf of the Contractor in this matter, that I have authority and knowledge regarding the payment of taxes, and that Contractor is, to the best of my knowledge, not in violation of any Oregon Tax Laws. For purposes of this certification, "Oregon tax laws" are those tax laws imposed by ORS 320.005 to 320.150 and ORS 403.200 to 403.250 and ORS Chapters 118, 314, 316, 317, 318, 321 and 323; the elderly rental assistance program under ORS 310.630 to 310.706; and any local tax laws administered by the Oregon Department of Revenue under ORS 305.620.

SECTION M - CERTIFICATION OF DRUG-TESTING LAW REQUIREMENTS

(1) Pursuant to OAR 125-249-0200, the Offeror certifies by its signature on these solicitation document forms that it has a Qualifying Drug Testing Program in place for its employees that includes, at a minimum, the following:

(a) A written employee drug testing policy, (b) Required drug testing for all new Subject Employees or, alternatively, required testing of all Subject Employees every 12 months on a random selection basis, and (c) Required testing of a Subject Employee when the Offeror has reasonable cause to believe the Subject Employee is under the influence of drugs.

(2) A drug testing program that meets the above requirements will be deemed a "Qualifying Employee Drug Testing Program." An employee is a "Subject Employee" only if that employee will be working on the Project job site.

(3) If awarded a Public Improvement Contract as a result of this solicitation, Offeror agrees that at the time of Contract execution it shall represent and warrant to the City that its Qualifying Employee Drug Testing Program is in place and will continue in full force and effect for the duration of the Public Improvement Contract. The City's performance obligation (which includes, without limitation, the City's obligation to make payment) shall be contingent on Contractor's compliance with this representation and warranty.

(4) If awarded a Public Improvement Contract as a result of this solicitation, Offeror also agrees that at the time of Contract execution, and as a condition to City's performance obligation (which includes, without limitation, the City's obligation to make payment), it shall require each subcontractor providing labor for the Project to:

(a) Demonstrate to the Contractor that it has a Qualifying Employee Drug Testing Program for the subcontractor's Subject Employees, and represent and warrant to the Contractor that the Qualifying Employee Drug Testing Program is in place at the time of subcontract execution and will continue in full force and effect for the duration of the subcontract; or (b) Require that the subcontractor's Subject Employees participate in the Contractor's Qualifying Employee Drug Testing Program for the duration of the subcontract.

SECTION N - CERTIFICATION OF COMPLIANCE WITH NON-DISCRIMINATION LAWS

By my signature in Section O, I certify that I am authorized to act on behalf of Bidder in this matter and that Bidder has not discriminated and will not discriminate against any disadvantaged business enterprise, minority-owned business, women-owned business, emerging small business, or business that a service-disabled veteran owns, in obtaining any required subcontracts. Failure to do so shall be grounds for disqualification.

EXHIBIT 2

City of Ontario Bid Security Form
STANDARD PUBLIC IMPROVEMENT CONTRACT

BID BOND

We, Graphic House Inc., as "Principal,"
(Name of Principal)

and The Cincinnati Insurance Company, an Ohio Corporation,
(Name of Surety)

authorized to transact Surety business in Oregon, as "Surety," hereby jointly and severally bind ourselves, our respective heirs, executors, administrators, successors and assigns to pay unto the City of Ontario ("Obligee") the sum of
(\$ 10% of Bid Amount)

10% of Bid Amount dollars.

WHEREAS, the condition of the obligation of this bond is that Principal has submitted its proposal or bid to an agency of the Obligee in response to Obligee's procurement document No. 02-2021-01 for the project identified as:
Ontario Wayfinding Fabrication and Installation Project which proposal or bid is made a part of this bond by reference, and Principal is required to furnish bid security in an amount equal to ten (10%) percent of the total amount of the bid pursuant to the procurement document and ORS 279C.365(4) for competitive bidding or 279C.400(5) for competitive proposals.

NOW, THEREFORE, if the proposal or bid submitted by Principal is accepted, and if a contract pursuant to the proposal or bid is awarded to Principal, and if Principal enters into and executes such contract within the time specified in the procurement document and executes and delivers to Obligee its good and sufficient performance and payment bonds required by Obligee, as well as any required proof of insurance, within the time fixed by Obligee, then this obligation shall be void; otherwise, it shall remain in full force and effect.

IN WITNESS WHEREOF, we have caused this instrument to be executed and sealed by our duly authorized legal representatives this 15th day of June, 2021.

PRINCIPAL: Graphic House Inc.

By [Signature]
Signature

President
Official Capacity

Attest: [Signature]
Corporation Secretary

SURETY: The Cincinnati Insurance Company

BY ATTORNEY-IN-FACT:

Stephanie Gruling
Name

[Signature]
Signature

1205 Cedar Road
Address

Kronenwetter	WI	5445
City	State	Zip
<u>715-841-9103</u>	<u>715-841-9101</u>	
Phone	Fax	

THE CINCINNATI INSURANCE COMPANY
THE CINCINNATI CASUALTY COMPANY

Fairfield, Ohio

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That THE CINCINNATI INSURANCE COMPANY and THE CINCINNATI CASUALTY COMPANY, corporations organized under the laws of the State of Ohio, and having their principal offices in the City of Fairfield, Ohio (herein collectively called the "Companies"), do hereby constitute and appoint

John R. Guerndt; Stephanie Gruling; Jennifer Harris; Katie McKelvey and/or Christine Keyes

of Kronenwetter, Wisconsin their true and legal Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and deliver on behalf of the Companies as Surety, any and all bonds, policies, undertakings or other like instruments, as follows:

Any such obligations in the United States, up to
Ten Million and No/100 Dollars (\$10,000,000.00).

This appointment is made under and by authority of the following resolutions adopted by the Boards of Directors of The Cincinnati Insurance Company and The Cincinnati Casualty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the President or any Vice President be hereby authorized, and empowered to appoint Attorneys-in-Fact of the Company to execute any and all bonds, policies, undertakings, or other like instruments on behalf of the Corporation, and may authorize any officer or any such Attorney-in-Fact to affix the corporate seal; and may with or without cause modify or revoke any such appointment or authority. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company.

RESOLVED, that the signature of the President or a Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary and the Seal of the Company may be affixed by facsimile to any certificate of any such power and any such power of certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS WHEREOF, the Companies have caused these presents to be sealed with their corporate seals, duly attested by their President or a Senior Vice President this 19th day of December, 2018.

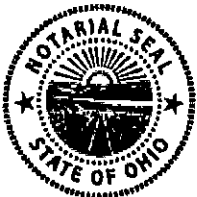


STATE OF OHIO)SS:
COUNTY OF BUTLER)

THE CINCINNATI INSURANCE COMPANY
THE CINCINNATI CASUALTY COMPANY

Stephen A. Guerndt

On this 19th day of December, 2018 before me came the above-named President or Vice President of The Cincinnati Insurance Company and The Cincinnati Casualty Company, to me personally known to be the officer described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of said Companies and the corporate seals and the signature of the officer were duly affixed and subscribed to said instrument by the authority and direction of said corporations.



Keith Collett
Keith Collett, Attorney at Law
Notary Public - State of Ohio
My commission has no expiration date.
Section 147.03 O.R.C.

I, the undersigned Secretary or Assistant Secretary of The Cincinnati Insurance Company and The Cincinnati Casualty Company, hereby certify that the above is the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Power of Attorney is still in full force and effect.

Given under my hand and seal of said Companies at Fairfield, Ohio, this day of



Ed H.

SECTION O - SIGNATURE OF BIDDER'S DULY AUTHORIZED REPRESENTATIVE

THIS BID MUST BE SIGNED IN INK OR DIGITALLY VERIFIED SIGNATURE BY AN AUTHORIZED REPRESENTATIVE OF THE BIDDER; ANY ALTERATIONS OR ERASURES TO THE BID MUST BE INITIALED IN INK BY THE UNDERSIGNED AUTHORIZED REPRESENTATIVE.

The undersigned acknowledges, attests and certifies individually and on behalf of the Bidder that:

- (1) He/she is a duly authorized representative of the Bidder, has been authorized by Bidder to make all representations, attestations, and certifications contained in this Bid and all Addenda, if any, issued.
- (2) Bidder, acting through its authorized representatives, has read and understands all Bid instructions, Specifications, Plans, terms and conditions contained in this Bid document (including all listed attachments and Addenda, if any, issued);
- (3) The Bid submitted is in response to the specific language contained in the ITB, and Bidder has made no assumptions based upon either (a) verbal or written statements not contained in the ITB, or (b) any previously-issued ITB, if any.
- (4) The City shall not be liable for any claims or be subject to any defenses asserted by Bidder based upon, resulting from, or related to, Bidder's failure to comprehend all requirements of the ITB.
- (5) The City shall not be liable for any expenses incurred by Bidder in preparing and submitting its Offer or in participating in the Offer evaluation/selection process.
- (6) The Bidder agrees to be bound by and comply with all applicable requirements of ORS 279C.800 through ORS 279C.870 and the administrative rules of the Bureau of Labor and Industries (BOLI) regarding prevailing wage rates.
- (7) The Offer was prepared independently from all other Bidders, and without collusion, fraud, or other dishonesty.
- (8) Bidder is bound by and will comply with all requirements, Specifications, Plans, terms and conditions contained in this Bid (including all listed attachments and Addenda, if any, issued);
- (9) Bidder will furnish the designated item(s) or service(s) in accordance with the Specifications, Plans and requirements, and will comply in all respects with the terms of the resulting Contract upon award;
- (10) Bidder represents and warrants that Bidder has the power and authority to enter into and perform the Contract and that the Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms; and
- (11) All affirmations and certifications contained in Sections J, K, L, M and N are true and correct.

Authorized Signature:  Title: President

Contact Person (Type or Print): Bryan Borrell

Telephone Number: (715) 842 - 0402 Fax Number: ()

3 | REQUIRED CITY FORMS

DETAILED COST PROPOSAL

1. Pricing is Set for 2021 Calendar Year Completion
2. Bidder Acknowledgement of Addenda 1
3. Breakaway bolts NOT included in pricing
4. Warranty Details – Description of Warranty Periods
5. Terms and Conditions of Proposal
6. Structural and Civil Engineering Stamps Not Included
7. No Sign Removal or Site Restoration Costs in Pricing
8. Mobilization Costs NOT Included
9. Inflation Adjustments Subject to Change Based on Economic and Political Impacts
10. No Taxes Included in Pricing



(x3) Monument Sign - Non-lit Sign Foam Single Face, 85.73" x 86.53" steel panel backer with routed HDU sign foam dimensional face and copy "ONTARIO", acrylic cut and painted copy "WELCOME TO OREGON THE GATEWAY TO ADVENTURE 1884", steel tube frame structure (2) support poles with powder coat finish, painted Mathews copy and HDU, set at 96" overall height, (stone and powder coat in separate quote), manufactured and installed by direct set into standard soil at 96" overall height, set stones into base aggregate as shown in design, (stone material separate quote), installed with others.



(x2) Vehicular Directional Downtown - Double Face, 143" x 53" tube frame directional steel tube frame with HPL face panels (panels separate quote), (2) 54" x 48" aluminum .125 panels with vinyl graphics, mounted to steel tube frame and 1/2" steel welded base plate, break-away foundation, (powder coat finish separate quote), manufactured and installed by direct set into standard soil conditions, installed with others.



(x3) Vehicular Directional Sign 1 - Single Face, 158" x 31" tube frame directional steel tube frame with HPL face panel (HPL panels separate quote), (1) 30.25" x 60.5" aluminum .125 panel with vinyl graphics, mounted to steel tube frame and 1/2" steel welded base plate, (powder coat finish separate quote), manufactured and installed with others.



(x6) Vehicular Directional Sign 2 - Single Face, 158" x 31" tube frame directional steel tube frame with HPL face panel (HPL panels separate quote), (1) 30.25" x 50" aluminum .125 panel with vinyl graphics, mounted to steel tube frame and 1/2" steel welded base plate, (powder coat finish separate quote), manufactured and installed with others.



(x3) Pedestrian Bike Trailhead Sign - Double Face, 138" x 24.5" tube frame directional steel tube frame with HPL face panel (HPL panels separate quote), (2) 30.25" x 30.5" aluminum .125 panel with vinyl graphics, mounted to steel tube frame and 1/2" steel welded base plate, (powder coat finish separate quote), manufactured and installed with others.

3 | REQUIRED CITY FORMS

DETAILED COST PROPOSAL



(x4) Pedestrian Walkable - Double Face, 108" x 33" tube frame directional steel tube frame with HPL face panels (panels separate quote), (2) 24" x 28" aluminum .125 panels with vinyl graphics, mounted to steel tube frame and 1/2" steel welded base plate, (powder coat finish separate quote), manufactured and installed with others.



(x3) Pedestrian Trail Marker - Double Face, 52.76" x 12" tube frame directional steel tube frame with HPL face panels (panels separate quote), (2) 14.44" x 9.5" aluminum .125 panels with vinyl graphics, mounted to steel tube frame and 1/2" steel welded base plate, (powder coat finish separate quote), manufactured and direct-set installed (with others).



(x6) Neighborhood Signage - Double Face, 190" x 35.30" tube frame directional steel tube frame with HPL face panel2 (HPL panels separate quote), mounted to steel tube frame and 1/2" steel welded base plate, (powder coat finish separate quote), manufactured and installed with others.

EXHIBIT 1**ITB 04-2021-01****PRICING SUBMITTAL FORM****PRICING SUBMITTAL INSTRUCTIONS:**

Offerors shall enter pricing and other required information for all Bid Items listed in this Pricing Submittal Form. If this Pricing Submittal Form is replaced by Addendum, Offerors shall use the Addendum form to provide pricing and other required information. If the Pricing Submittal Form is only modified by Addendum, Offerors shall follow the instructions in the Addendum for making modifications to the Pricing Submittal Form. Failure to supply the required information in the Pricing Submittal Form or subsequent Addenda may result in Bid rejection as non-responsive.

Use a per unit cost for production and installation.

Expec. # of signs	Sign Type	2021 Cost Per Unit for Fabrication and Installation	Inflation Rate 2022	Inflation Rate 2023
3	Monument Sign	\$22,526	2.2%	2.5%
2	Vehicular Directional Downtown	\$11,168		
3	Vehicular Directional	\$6,684		
6	Vehicular Directional	\$6,668		
3	Pedestrian / Bike Trail Head	\$6,631		
4	Pedestrian Walkable Downtown	\$6,775		
3	Pedestrian Trail Marker	\$4,211		
15	Viewpoint Stones	\$2,381		
6	Neighborhood Signage	\$6,818		

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:

\$135hr

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.

BIDDER NAME: _____ Graphic House Inc

3 | REQUIRED CITY FORMS

TERMS AND CONDITIONS

Terms: 75.0% down, net 20 days upon completion, 4% convenience fee on credit card payments. (interest of 1.5% per month will be added to past due accounts)

All signs are wired at 120 volts unless the client identifies otherwise in writing.

Checks returned for non-sufficient funds will be subject to an additional \$50.00 fee.

Electrical to signage is not part of this quote. Final electrical hook up is clients responsibility. All signs wired to ul specifications, unless otherwise noted.

Delivery of signage is based on 8 to 10 weeks from client authorization and permit approval. Additional charges will apply for date specific and expedited delivery. Electronics will require additional time for delivery.

Client is responsible for flagging of property owner's utilities, such as, but not limited to: sprinkling/watering systems, parking lot lighting, landscaping lighting, storm/sanitary sewers, or any other utility that the customer may have buried, etc.

All in-ground bases are engineered for standard soil conditions. Non-standard conditions, such as: sandy soil, clay soil, rocky terrain, water, etc. which require additional concrete, labor, forming, etc. will be at an additional time and materials charge.

Client is responsible for providing Graphic House, Inc. with clear access to sign installation area(s) for all vehicles (trailers, backhoes, concrete trucks) required for proper installation of signage.

Client has identified the location in which the signage is to be installed. Client is responsible to have existing signage meet all state and local codes, and additional work to bring existing signage to code will be billed at time and materials. The client has the sole responsibility for the structural integrity of all existing structures to support the signage. Graphic House, Inc. is not responsible for any damage that may occur to sign installation areas such as (landscape, blacktop, etc. or otherwise). Graphic House, Inc. will not be responsible in any way for penetrations through roof membranes or wall materials or for any leakage or water damage resulting from any penetrations.

Any deviation from prints or altered foundations will weaken the structure to the point that it may fail. This structure is engineered to hold only the signage specified. Do not add additional signage to the structure.

Any alteration or deviation from the above specifications involving extra costs will be executed and will become an extra charge over and above the estimate, together with the terms and conditions set forth in the attached addendum which is incorporated herein in its entirety. All agreements contingent upon strikes, accidents or delays beyond our control. As required by the Wisconsin construction lien law, Graphic House, Inc. hereby notifies the owner that the person or companies furnishing labor or materials for the construction on the owner's land, may have lien rights on the owner's land and building for unpaid costs. Those entitled to these lien rights, in addition to the undersigned contractor are those who contract directly with the owner or those who give the owner notice within sixty days after they first furnish labor or materials for the construction. Accordingly, the owner will probably receive notice from those who furnish labor or materials for the construction and should give a copy of each notice received to the mortgage lender, if any.

The contractor agrees to cooperate with the owner and the owner's lender, if any, to see that all potential lien claimants are fully paid.

If collection action is required to collect a past due account, client agrees to pay the invoiced amount due, together with interest at the contract rate of (1.5%) per month, (18% annual) and costs of collection, including all attorney's fees incurred by Graphic House, Inc. in exercising its rights or remedies hereunder or enforcing any of the terms and conditions in this proposal. It is agreed that all legal disputes of any nature will be litigated in Marathon County, Wisconsin.

Graphic House, Inc. makes no representations and assumes no responsibility for compliance of signage with Federal, State or local signage regulations or ordinances, except as such requirements are specifically set forth in any permit issued for the signage. Client is solely responsible for determining the size, location and character of signage to Client's satisfaction and as permitted under applicable regulations and ordinances.

Attn: Adam J. Brown
City Manager's Office
City of Ontario
444 SW 4th Street
Ontario, OR 9714

June 15, 2021

RE: City of Ontario
Request for Proposal: 05-2021-01
Wayfinding Sign Fabrication and Installation

Dear Adam

Sea Reach is pleased to submit the attached proposal.

We submitted the bond paperwork the City provided to our insurance agent and they used their own forms (attached to this email) — they did not want to use the City's supplied forms. We assume that is okay.

Also - you will note in the bonding paperwork, the bonding agent requires information about other bidders. We assume this is filled out after the award and final bonds are issued to the City.

We look forward to working with you on this project. We streamlined our pricing to include less installations and that brought down the overall price considerably.

Please do not hesitate to call with questions

Respectfully submitted,



Susan Jurasz
President

ONTARIO, OREGON

City Wayfinding

fabrication & installation

Sea Reach, Ltd. • February 19, 2021



Submitted to

Attn: Adam J. Brown

City Manager's Office

City of Ontario

444 SW 4th Street

Ontario, OR 9714

Due: June 15, 2021

before 4:00 PM

Request for Proposal

05-2021-01

Proposal

Sea Reach, Ltd.

Contact: Susan Jurasz

146 NE Yamhill Street

Sheridan, OR 97378

503.843.2005 office

sea reach ltd

Nuts & Bolts
established 1980

Headquarters
Sea Reach Ltd.
146 NE Yamhill
Sheridan, OR 97378
Phone 503-843-2005
Fax 503-843-2744

Manufacturing
Sea Reach Ltd.
147 E. Main Street
Sheridan, OR 97378
Phone 503-843-2005

Corporation

Officers
Susan J. Jurasz
Principal in Charge

Peter Reedijk
Principal

Established
1980

Incorporated
1988 (Oregon S-CORP)

TIN #
93-0965673

DUNS #
782944839

Certifications

WBE, DBE, and CCB
Sea Reach is certified (#1271) as a Woman Owned Business (WBE), and a Disadvantaged Business Enterprise (DBE).

Licensed & bonded

Sea Reach is licensed and bonded as a "General Contractor—All Structures" in Oregon (CCB #100770) and Washington (SEARERL965CL)

Annual Income

\$1.5 to 2 million

Insurance

meets project requirements

Financial stability

Been in business for 35 years, all accounts are current, business line of credit \$150,000. Sea Reach owns the business buildings and property outright. All projects are a fixed-cost. Additional work goes through a contract modification process. Sea Reach has never defaulted on a project and has no outstanding debts (other than our 30 day accounts).

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contents

Tab #1

Overview 1

Sea Reach experience..... 2

Sea Reach team 3

Delivery Plan / Tasks..... 5

Tab #2

References 8

Tab #3

RFP paperwork..... 11

Separate document: a sampling of Sea Reach design/build projects

overview

tab #1

Introduction

City of Ontario is seeking an experienced professional firm to fabricate and install wayfinding signage throughout the city in a phased approach as funding becomes available.

construction documents

Construction drawings and cost estimate : Without construction documents, Sea Reach has quoted this project based on how we plan to build it. We like structures to be sturdy and long-lasting, so some additional items will be included to add strength and to streamline the fabrication. One of our first tasks will be to provide the city with construction drawings for all structures.

proposed materials

Materials : Sea Reach fabricators work in aluminum and high pressure laminate on a daily bases. This represents over 90% of the work we produce. For this project, we can use the HPL, and we would like you to consider another product which we feel is more sophisticated and will be easier to achieve the look of the design: powder coated dye sublimation graphics. These two products have the same life expectancy out-of-doors and are generally about the same price point. Sea Reach is sending you a sample of both for your consideration.

cost considerations

Cost estimate: We live in the world of fixed-price contracts. We spend a significant amount of time during the bid process estimating your project down to the nuts and bolts. We are confident of the price we give you. In this case, we ran into some difficulties in knowing how to best represent the costs to you. There is a significant cost savings in doing all the signs of one type at the same time, and also a big cost savings condensing the installations into one or two trips as a posed to numerous trips. It would be easier for us to work with you to establish working budgets and how to best phase the project to get you the best return on your investment.

Timely delivery: Sea Reach begins every project with a timeline. We will propose a schedule based on our experience, and work to accommodate your signage needs and critical dates for the installation.

project management

Project Management

This project will be managed by Susan Jurasz, Sea Reach's owner and president. Susan has been managing Sea Reach projects for over 35 years. Susan oversees all of Sea Reach's larger projects from start to finish and is responsible for the contracting, master scheduling, big picture planning, troubleshooting, cost control, etc. At any time, Susan can provide a detailed report on the progress, costs, and status of a project. Susan is acutely aware of our client's needs, and she works hard to keep all aspects of the project running smoothly, on time and within budget.

Susan has managed \$1,000,000.00 projects (Spring Mountains NRA) and projects as remote as Amman, Jordan (where Sea Reach produced exhibits for a mobile Science Bus). Susan's expertise in materials and fabrication methods will be vital to this project. Susan will also be responsible for acquiring the city permits.

Communication

Projects are reviewed on a daily basis at Sea Reach. For this project, Susan will report into the City project manager with a weekly status report. Susan will communicate regularly both via phone and email throughout the project. Due to the size of Sea Reach, there will be 4-5 people in the business that are intimately familiar with your project as it makes its way through final design (shop drawings), fabrication and installation. At any time that you require information about the status of the project, more than one of the team can respond with confidence and accurate information.

experience

tab #1

The firm

Sea Reach Ltd. is a planning, design, and fabrication firm with thirty-five years of experience. We work locally, nationally, and internationally. Sea Reach is recognized for the quality of our products and the care we take with every client and every project to ensure that we do the best job possible.

Facilities

Our office and fabrication complex includes 2,200 square feet of office space, a 3,000 square-foot sign shop, 16,000 square foot metal shop, and 3,000 square-foot woodworking shop with a cnc—all located in Sheridan, Oregon. We also have a satellite office in Portland.

Full service design/build

Capabilities

Sea Reach planning and design staff are skilled in AUTOCAD & Arcview, Sketch-up, Adobe Illustrator, Photoshop, InDesign, and QuarkExpress. As a full-service exhibit firm we maintain a state-of-the-art, high-tech planning and design studio, print shop, cabinetry shop with a cnc, and a well-equipped metal fabrications facility.

Over the past 30 years, Sea Reach has designed and fabricated literally thousands of signs and exhibits of all different shapes, materials, and designs. Several of our planners and designers have been involved in developing national standards—from legibility studies and accessibility guidelines (published) to design and product development.

A vast work portfolio

Recognized nationally

Perhaps the greatest acknowledgement of our expertise is demonstrated in the number of multiple year/multiple project (IDIQ) contracts we hold at the local, state, and national level. These contracts are competed for nationally, sometimes against 50 firms or more who are qualified to do the work, and then, only 2-3 firms are selected. The selected firms are contracted for 4-6 years to work on multiple projects. The work value ranges from \$100,000 to 2,000,000 depending on the contract.

Sea Reach has held and currently holds an Indefinite Delivery, Indefinite Quantity (IDIQ) contract with the NPS and has done so for over twenty-five years (five consecutive IDIQs). Under this contract, Sea Reach produces a wide variety of outdoor structures to include: monument signs, roofed kiosks, wayfinding signage, building signage, parking signage, low-profile bases, uprights, trail markers, brochure dispensers, etc.

In addition to the IDIQ with the National Park Service, Sea Reach is on the final year of its second IDIQ (10 consecutive years) with the USDA Forest Service and its third year with US Fish and Wildlife for the midwest region.

On the state level, we also have a 4-year IDIQ contract with the Texas Wildlife Department. Historically we have also had IDIQs with the state of Alaska, Illinois and Nevada.

Sea Reach also enjoys long-term working relationships with private and public sector clients: The Nature Conservancy, nationwide (18 years); Travel Information Council, Oregon (17 years); Fairplex, California (11 years); Portland Art Museum, Oregon (15 years); Cass County Electric, North Dakota (15 years); Holland, American Princess Cruises (12 years).

Locally, Sea Reach just entered into its second IDIQ with Metro, Portland. Under this contract, we have updated all the building signage and wayfinding around the downtown Metro headquarters.

the team

tab #1

We have only listed here the team members you will meet on this project

Contracting @ project management

Susan Jurasz—Project Manager and Planner, *Principal-in-Charge*

Susan Jurasz began Sea Reach, Ltd. in 1980 and has been overseeing, designing, and planning wayfinding systems and interpretive programs ever since. Susan has performed nearly every task required from research and writing, illustration and photography, and design to see projects through to completion. Susan has been planning and designing exhibits for over thirty years. This firm's project list is her portfolio. Susan is the President of Sea Reach. She has degrees in Fine Art and Natural Science from Lewis and Clark College, Portland, OR.

Peter Reedijk—Creative Director, *Principal*

Peter is our Creative Director. His expertise in architecture, industrial, and environmental graphic design lends itself to nearly all of our projects. Peter left The Netherlands in 1985 to work with two well-respected environmental graphic design firms in New York City before moving to the West Coast and joining Sea Reach. Peter has been with Sea Reach since 1996. He is the lead designer and draftsman for this contract. Peter's work has contributed to over 20 awards and several outstanding recognitions for excellence in design and fabrication for Sea Reach projects.

Taylor Astren —Assistant Project Manager

Taylor is smart. As an assistant project manager, she is our second set of eyes on everything relating to a project from the contract through production and in project close-out. She is a new comer to Oregon Taylor grew up in Tennessee where after college, she honed her skills as a professional at a Tractor Supply company where she was responsible for departmental metrics reviews and financial reporting to key company executives.

David Reid — Purchaser and Operations Manager

David's diverse background makes him a powerful asset to the team. After college, David worked at the Ruhl Bee Supply Company, where he gained the reputation for being the "go-to-guy" whenever something needed to be done well and completed on time. He has worked in China and Africa as a program coordinator. Ready to start a family, David returned to the US and joined Sea Reach. Already, his positive impact is felt throughout the business. David is efficient, organized, and essential to our fabrication team. Ordering project materials requires precision, timing and good communication.

Production

Melissa Boettcher — Industrial Design

Melissa is Sea Reach's senior industrial designer (although she also has a degree in Archeology). Working with Peter, Melissa has participated in over twenty wayfinding projects and has proven her skills in developing maps and legend plans. Melissa is our go-to person for all 3-D rendering and CAD needs. She prepares our construction documents, discusses them with our fabricators, and prepares the order lists. Melissa has over a decade with Sea Reach preparing production files for laser cutting, forming, cnc work, and high pressure laminate.

Allison Kroger — Production Manager

Allison is in charge of making all projects run smoothly at Sea Reach. She ensures that printed product matches client-approved paper proofs and that fabricated products match construction drawings. With a steady head and keen eye for detail, Allison oversees all our plotting, printing, masking, and sign assembly. Prior to Sea Reach, Allison worked as an Interior Designer. She is comfortable in nearly all our computer software and can tackle aspects of the fabrication when an extra hand is needed.

Fabrication @ installation

David Jones—Shop Supervisor/ Fabricator/Welder

Dave came to Sea Reach in 1992. His arrival allowed Sea Reach to expand into the manufacture of a host of exhibit bases and custom creations. Before joining Sea Reach, Dave served in the military and worked five years as a sheet metal fabricator, welder, installer, and training instructor for Mott Brothers, a leading HVAC provider in the Midwest. Dave is a certified master mechanic and welder, moving between aluminum, steel, wood, and other mediums comfortably.

Michael Russ—Fabricator/Welder/Field Installations

Mike is an expert fabricator that can take a napkin sketch and turn it into a beautiful, functional product. In the ten years that he has worked for Sea Reach, he has honed a remarkable array of fabrication skills, forming metal, and woodwork. The diversity of the projects—often with few final plans—requires precision. Thankfully, Mike’s work is always square, true, and firm. Prior to joining Sea Reach, Mike developed his skills manufacturing homes, where he learned how to think how individual parts come together as a whole.

Ira Trussell—Fabricator/Lighting/Field Installation

Ira is a prized member of the Sea Reach fabrication staff and has worked with us since 2008. We spirited him away from a near-by mobile home manufacturer where Ira had worked for three years as the resident electrician. While Ira can often be found welding aluminum, routing wood signs, or shaping high-pressure laminate, he really shines as our finishing work specialist—he makes our exhibits look good. Ira has also worked as a planner for Pacific Lumber where he was responsible for setting up, maintaining, and planning lumber for sale to distributors.

Pedro ‘Chino’ Duarte—Painter/Quality Control

Chino knows how to paint. Deceptively complex, painting requires extensive preparation and an attention to detail that only comes with experience. Before Chino accepted a position with Sea Reach, he worked restoring cars and RVs in Yamhill County, Oregon, becoming proficient with fiberglass repair, painting, and bodywork. His attention to detail is his hallmark and his exhibits always fit flush. His humble nature and ability to quickly pick up new talents make him a real treat to work with, especially on installations.

Danny Childress—Carpenter/General Contractor/Field Installations

Danny is a builder by trade. He came to Sea Reach from a large construction firm in California where he was involved in multimillion dollar projects building everything from apartment complexes to fast-food restaurants. Though Sea Reach is small potatoes compared to his previous employer, he says he couldn't be happier with the diversity of our work and the opportunity to travel all over the nation installing signage for national parks, cities, and college campuses.

delivery plan/tasks

tab #1

Project Meetings

Meetings & Site Visits

We will want to kick off the project with a site visit. During the first meeting, we will meet with the City project manager, review project tasks, schedule, costs, goals, and expectations. We will walk the city to see where each sign will be located and acquire the graphic files from the design consultant. We will discuss the process as described in this proposal and make certain it meets your needs.

For the second meeting, Sea Reach will present and discuss construction documents and material samples. We will discuss permitting, coordination with ODOT as needed, and breakaway requirements. We will submit the final sign graphics and construction documents for you to approve with signature.

The third meeting, Sea Reach will share progress photos with you so that you can see the fabrication taking place and answer any questions that may arise in the process.

Prior to any work on site, Sea Reach will perform a walk-through of the installation locations to discuss our approach and address any last minute changes. We will discuss with you where we can park the install vehicles while we work, access to water and electricity, safety procedures, marking, etc. We will schedule the installation days and have them approved by the City project manager. (With a staggered install, a similar meeting will happen prior to each installation).

Task 1 — Kick-off meeting (meet to review plan)

This meeting (outlined above) will be arranged soon after the award. We look forward to the opportunity to discuss the project and introduce you to the wayfinding design Sea Reach team.

Task 2 — Take-in client files

We would like to receive the graphic files as soon as we begin. On previous projects, this "hand-off" was so slow, and it can seriously impacted the fabrication schedule. Sea Reach will check the graphic files supplied by the Graphic Consultant to see that we have all the files we need, that they are the correct size, there are bleeds and registration marks, and that cut files have been properly set-up. We will also *proofread* all your signs and maps. Sea Reach has an experienced design team, so all changes required by the City can be made inhouse. We will keep the Graphic Consultant involved for as long as you like and in as many decisions as you want—but to maintain the quality of our work, we prefer to prepare all the graphic files for fabrication ourselves.

Task 3 — Sign permits (this is optional and not currently included in the quote)

After the kick-off meeting, Sea Reach will put together a site plan showing the frontage where the monument sign/s will be installed. Sea Reach will photograph sight-lines and document anything that may be relevant to the permitting process. After preparing a package, Sea Reach will meet with the Oregon City planners to discuss the City's plans for two large, digital monument signs. The City will be interested in sign size, setbacks, sight-lines, property ownership, frontage, power source, maintenance and more. We will report back to the City after this meeting to see if we proceed with the signs exactly as designed or if we need to make some adjustments in order to get the signs permitted.

Task 4 — Construction/shop drawings & material samples

After our kick-off meeting and walk through of the city to document where all the signs will be installed, and after we receive the graphic files, Sea Reach will produce construction documents, final graphics, and material samples. We may also produce some full size printouts to evaluate size and

Graphic consultant

Transfer files early in the project

Sign permits

We will start this process right away

legibility. We will discuss ADA requirements for the city maps.

Construction drawings shall consist of plans, elevations, and sections showing all sides of the signage. They will present the fabrication materials, dimensions, welds and hardware attachments, mounting, footings, and engineering data where applicable.

Task 5 — Paper proofs of sign graphics

After in taking the Graphic Consultant's sign design files, Sea Reach will assemble a series of approval pages for you to approve with signature. This is to ensure that you know exactly what we are producing for you, and we are confident that is what you want. We assume the graphic files will all be keyed to the location map. If they are not —we will do this as well, so there is no ambiguity as to what each sign says and where it is located in the city. Your signature approval on this packages allows us to begin work on the sign graphics.

Construction documents

final graphics and material samples

Task 6 — Finalize construction documents

The construction documents will clearly state the type of materials, sizes, finishes, colors, and installation requirements. We will review these drawings with you in person. It is at this time, we will also present material samples. This will help us confirm color, finishes, and final materials before we begin fabrication.

Sea Reach will request a signature approval on construction documents, paint and material samples prior to fabrication.

Fabrication

building structures to last

Task 7 — Fabrication

After drawings have been approved by signature, Sea Reach will begin fabrication. The Sea Reach fabrication team has over 30 years of experience fabricating outdoor signage for a variety of environments from Denali, Alaska, where temperatures dip to 30 degrees below zero, to blazing hot temperatures of 110 degrees in the Nevada desert outside Las Vegas. And as if temperature extremes and exposure to ultra violet rays are not challenging enough, we have also tackled signage in harsh environments like the Great Salt Lake where airborne salt crystals set to work corroding signs within minutes of their installation. We take pride in knowing the capacity of different materials and building products that last.

Sea Reach fabricates in a wide variety of materials including aluminum, mild steel, weathering steel, stainless steel, wood, glass, polycarbonate, high pressure laminate, acrylic, MDF, fiberglass, porcelain enamel, bamboo, cast concrete, brick, and more. We also have experience in all kinds of finishes, some we do inhouse, and some we send out: galvanizing, powder coat, automotive paint, and industrial polyurethane paints.

During the fabrication phase, we encourage the City project manager to visit our shop and see the work in progress.

Product warranties

5-10 years

Sea Reach guarantees our outdoor signage against fading, chipping, peeling, de-lamination, and failure caused by defective workmanship for a period of five to ten years depending on the materials. The life of the signs should go well beyond that.

Safety meeting

prior to installation

Concrete foundations

currently not in quote

Task 8 — Installation

Before installation, Sea Reach will schedule the install dates with the City project manager. After we decide the best approach, Sea Reach will submit a written plan to the City project manager detailing the installation work. It will state how many people will be on site, by name, how many vehicles, what kind of equipment will be used, dates and times we will be in the city, safety protocols, and the general work plan. This will give us an opportunity to discuss any suggestions or concerns with you before our team arrives.

For this project, there is not concrete work specific. We assume all signage will be installed to existing concrete. For the vehicular signs, we assume that the City is aware of the size of the foundations required for wind load and that these will be completed before installation.

Task 9 — Punch List

After each installation, Sea Reach will conduct a walk through of the installed signs with the Campus project manager. Each sign will be inspected. If there is a concern or deficiency, Sea Reach will fix it on the spot. If it is something that requires more time, Sea Reach will return within two weeks to remedy the concern.

You have our Commitment

Sea Reach is committed to delivering a quality product. If we make an error, we will correct it at no expense to the City. If the City makes an error, we will work with you to minimize costs to correct it (we want it to be perfect too!). If a product is damaged while it is in our facility, while it is being transported, or while we are installing it —Sea Reach will replace it at no cost to the City. If it is damaged due to someone else's negligence, we will work with the City to repair it as quickly as possible.

If you have a concern at any time about the signage we have produced for you, give us a call and we will do everything we can to resolve it.

references

tab #2

Portland Community College Cascade Campus

final design
fabricate & install

Megan Saari

Project Specialist, Planning & Capital Construction
Portland Community College
9700 SW Capitol Hwy. Suite 260, Portland, OR 97219
971-722-8430 (D) (503)519-0071 (C)
megan.saari@pcc.edu

Clackamas Community College

final design
fabricate & install

Mickey Yeager, MBA

Project Management Specialist
Clackamas Community College
19600 Molalla Ave,
Oregon City, OR 97045
503-594-6792 • myeager@clackamas.edu

METRO

metro regional signage
planning & design
fabricate & install

Elizabeth Goetzinger

Project Manager
Metro
600 NE Grand Ave
Portland OR 97232-2736
Phone: 503-797-1523
Elizabeth.Goetzinger@oregonmetro.gov

Downtown Milwaukie Wayfinding

planning & design
fabricate & install

Vera Kolas, AICP

Associate Planner
503.786.7653
City of Milwaukie
6101 SE Johnson Creek Blvd • Milwaukie, OR 97206
KolasV@milwaukieoregon.gov

Downtown Beaverton Wayfinding

planning & design
fabricate & install

Alma Flores

Community Development Director
6101 SE Johnson Creek Blvd. Milwaukie OR 97206
floresa@milwaukieoregon.gov
503-786-7652
FloresA@milwaukieoregon.gov

rfp paperwork

tab #3

Attached is the paper work for this rfp

Performance and Payment bonds:

Sea Reach submitted the bond paperwork the City provided to our insurance agent and they used their own forms (attached) — they did not want to use the City's supplied forms. We assume that is okay.

Also - you will note in the bonding paperwork, the bonding agent requires information about other bidders. We assume this is filled out after the award and final bonds are issued to the City.

Contact name: Susan Jurasz Phone no.: 503-843-2005

ADDENDA: No. 1 to No. 1 inclusive.

SECTION I - RESPONSIBILITY INQUIRY/CONTRACTOR REFERENCES & ESB UTILIZATION

The State reserves the right, pursuant to ORS 279C.375(3) and OAR 125-249-0390 to investigate and evaluate, at any time prior to award and execution of the Contract, the apparent successful Offeror's responsibility to perform the Contract. Submission of a signed Offer shall constitute approval for the City to obtain any information the State deems necessary to conduct the evaluation. The City shall notify the apparent successful Offeror, in writing, of any other documentation required, which may include, but is not limited to, recent profit-and-loss history; current balance statements; assets-to-liabilities ratio, including number and amount of secured versus unsecured creditor claims; availability of short and long-term financing; bonding capacity; credit information; material; equipment; facility and personnel information; performance record of Contract performance; etc. Failure to promptly provide this information shall result in Offer rejection. The City may postpone the award of the Contract after announcement of the apparent successful Offeror in order to complete its investigation and evaluation. Failure of the apparent successful Offeror to demonstrate responsibility, as required under ORS 279C.375(3) and OAR 125-249-0390, shall render the Offeror non-responsible and shall constitute grounds for Offer rejection, as required under ORS 279C.375(3) and OAR 125-249-0440.

1. OFFEROR INFORMATIONBusiness Name: Sea Reach LtdOwner(s) Name: Susan JuraszBusiness Address: 146 NE Yamhill St. Sheridan, OR 97378Telephone Number: 503-843-2005 Fax No.: 503-843-2744Email Address: susan@seareach.comName of Public Works Bonding Company: RLI Insurance CompanyAddress of Public Works Bonding Company: 9025 N. Lindbergh Dr.
(street)
Peoria, IL 61615
(city, state, zip)Agent Name/Phone: Moira HinrichsPublic Works Bond Number: LSM1354804**2. OFFEROR REFERENCES FOR COMPARABLE PROJECTS IN SIZE AND SCOPE**

Offeror shall provide a list of three different project references with the Offer that can be contacted regarding the quality of workmanship and service that the Offeror provided on projects of comparable size and scope. Offeror shall submit this information using the form provided in this section or may use the Offeror's form. The list of three different project references shall include the following information.

Project Reference #1 *(there are also references listed in our proposal)*Name of Project: City of Milwaukie, ORProject Location: Milwaukie DowntownProject Date: 2018-2019Firm Name for Contact Person #1: Susan Jurasz , Sea Reach Ltd PresidentName of Contact Person #1: Vera Kolias, Associate Planner for the City of MilwaukieTelephone Number for Contact Person #1: 503-786-7653Fax number for Contact Person #1: unknownFirm Name for Contact Person #2: Peter Reedijk, Sea Reach principal and industrial designer

Name of Contact Person #2: Alma Flores (previous community development director for City of Milwaukee)
Telephone Number for Contact Person #2: Phone number in current position with REACH 503-231-0682
Fax number for Contact Person #2: unknown

Project Reference #2

Name of Project: Clackamas Community College
Project Location: Oregon City, Oregon
Project Date: 2019 to current
Firm Name for Contact Person #1: Susan Jurasz, Sea Reach President
Name of Contact Person #1: Mickey Yeager, Campus Facilities Director
Telephone Number for Contact Person #1: 503-594-6792
Fax number for Contact Person #1: unknown — can use email: myeager@clackamas.edu
Firm Name for Contact Person #2: Peter Reedijk, Principal and industrial designer
Name of Contact Person #2: Patti Miles, Sr Project Manager, Inici Group
Telephone Number for Contact Person #2: D: 503.241.8099 | C: 708.257.2310
Fax number for Contact Person #2: Unknown — use email pmm@inicigroup.com

Project Reference #3

Name of Project: Downtown Beaverton Wayfinding
Project Location: City of Beaverton, OR
Project Date: 2015-2017
Firm Name for Contact Person #1: Susan Jurasz, Sea Reach President
Name of Contact Person #1: Ross Puderbaugh City of Beaverton, Signs & Markings Lead
Telephone Number for Contact Person #1: 503-526-2206 office, 971-246-0221 cell
Fax number for Contact Person #1: _____
Firm Name for Contact Person #2: Peter Reedijk, Principal and industrial designer
Name of Contact Person #2: Alma Flores (previous community development director for City of Beaverton)
Telephone Number for Contact Person #2: 503-231-0682 current position is with REACH
Fax number for Contact Person #2: _____

The references will be checked to determine if they are supportive of the Offeror's ability to meet the requirements of this ITB.

Offeror must provide references that can be contacted regarding the quality of workmanship and service provided to current and past customers.

The State reserves the right to choose and investigate any reference whether or not furnished by the Offeror, and to investigate past performance of any Offeror with respect to its successful performance of similar projects, compliance with specifications and contractual obligations, its completion or delivery of service on schedule, and its lawful payment of suppliers, subcontractors, and employees.

The State may postpone the award or execution of the Contract after the announcement of the apparent successful Offeror in order to complete its investigation. The State may reject a bid if, the opinion of the State, overall reference responses indicate inadequate performance.

The State will make three attempts to contact the references from the list provided by the Contractor.

Each reference contacted will be asked the same questions, including but not limited to the above factors, including: (1) quality of service; (2) delivery; (3) responsiveness to reported problems, including orders and billing; (4) how well Contractor met the terms of the contract; and (5) whether the reference would choose to hire the Contractor again.

Contractor's supervisor who is overseeing the work shall have experience on projects similar in both size and complexity and submit with the bid, references for three projects that were performed within the last three (3) years.

References provided for the Contractor's supervisor may be the same three (3) references that are provided for the Contractor.

The list of references will include the following information:

Name of Project
Project Location
Project Date
Firm Name for Contact Person #1
Name of Contact Person #1
Telephone Number for Contact Person #1
Fax number for Contact Person #1
Firm Name for Contact Person #2
Name of Contact Person #2
Telephone Number for Contact Person #2
Fax number for Contact Person #2

Offeror must provide references with the bid that can be contacted regarding the quality of workmanship and service that the Contractor's supervisor provided on current and past projects of similar size and complexity.

3. SUBCONTRACTORS CERTIFIED UNDER ORS 200.055

Offeror will provide the company name(s) of any subcontractor that is certified under ORS 200.055 as a disadvantaged business enterprise, a minority-owned business, a woman-owned business, an emerging small business, or a business that a service-disabled veteran owns, that Offeror intends to utilize in the performance of this Contract.

Name: _____

Name: _____

Name: _____

Name: _____

Name: _____

SECTION J - RECYCLED PRODUCTS

Vendors shall use recyclable materials to the maximum extent economically feasible in the performance of the Contract Work set forth in this document. ORS 279A.010(ii) provides as follows: "'Recycled product' means all materials, goods and supplies, not less than 50 percent of the total weight of which consists of secondary and post-consumer waste with not less than 10 percent of total weight consisting of post-consumer waste. 'Recycled product' also includes any product that could have been disposed of as a solid waste, having completed its life cycle as a consumer item, but otherwise is refurbished for reuse without substantial alteration of the product's form."

ORS 279A.010(u) provides as follows: "'Post-consumer waste' means a finished material which would normally be disposed of as solid waste, having completed its life cycle as a consumer item. 'Post-consumer waste' does not include manufacturing waste."

ORS 279A.010(jj) provides as follows: "'Secondary waste materials' means fragments of products of finished products of a manufacturing process which has converted a virgin resource into a commodity of real economic value, and includes post-consumer waste, but does not include excess virgin resources of the manufacturing process. For paper, 'secondary waste materials' does not include fibrous waste generated during the manufacturing process such as fibers recovered from wastewater or trimmings of paper machine rolls, mill broke, wood slabs, chips, sawdust, or other wood residue from a manufacturing process."

ORS 279A.010(hh) provides as follows: "Recycled PETE" means post-consumer polyethylene terephthalate material."

By my signature in Section O, I, the undersigned duly authorized representative of the Offeror, hereby affirm that Offeror will comply with the above recycled products provisions.

SECTION K - RESIDENCY INFORMATION

OAR 125-249-0390 states "In determining the lowest responsive Bid, the State must add a percentage increase to the Bid of a nonresident Bidder equal to the percentage, if any, of the preference given to that Bidder in the state in which the Bidder resides."

"Resident Bidder" means a Bidder that has paid unemployment taxes or income taxes in this state during the 12 calendar months immediately preceding submission of the Bid, has a business address in this State, and has stated in the Bid whether the Bidder is a "resident Bidder".(OAR 125-246-0110)

"Non-resident Bidder" means a Bidder who is not a "resident Bidder" as defined above. (OAR 125-246-0110)

a. Check one: Bidder is a (☒) Resident Bidder
(☐) Non-resident Bidder

b. If a Resident Bidder, enter your Oregon business address: 146 NE Yamhill St. Sheridan, OR 97378

c. If a Non-resident Bidder, enter state of residency: _____

FOREIGN CONTRACTOR: If the amount of the Contract exceeds ten thousand dollars (\$10,000), and if Contractor is not domiciled in or registered to do business in the State, Contractor shall promptly provide to the Oregon Department of Revenue all information required by that Department relative to the Contract. The State shall be entitled to withhold final payment under the Contract until Contractor has met this requirement.

SECTION L - CERTIFICATION OF COMPLIANCE WITH TAX LAWS

By my signature in Section O of this Contract, I, hereby attest or affirm under penalty of perjury: That I am authorized to act on behalf of the Contractor in this matter, that I have authority and knowledge regarding the payment of taxes, and that Contractor is, to the best of my knowledge, not in violation of any Oregon Tax Laws. For purposes of this certification, "Oregon tax laws" are those tax laws imposed by ORS 320.005 to 320.150 and ORS 403.200 to 403.250 and ORS Chapters 118, 314, 316, 317, 318, 321 and 323; the elderly rental assistance program under ORS 310.630 to 310.706; and any local tax laws administered by the Oregon Department of Revenue under ORS 305.620.

SECTION M - CERTIFICATION OF DRUG-TESTING LAW REQUIREMENTS

(1) Pursuant to OAR 125-249-0200, the Offeror certifies by its signature on these solicitation document forms that it has a Qualifying Drug Testing Program in place for its employees that includes, at a minimum, the following:

(a) A written employee drug testing policy, (b) Required drug testing for all new Subject Employees or, alternatively, required testing of all Subject Employees every 12 months on a random selection basis, and (c) Required testing of a Subject Employee when the Offeror has reasonable cause to believe the Subject Employee is under the influence of drugs.

(2) A drug testing program that meets the above requirements will be deemed a "Qualifying Employee Drug Testing Program." An employee is a "Subject Employee" only if that employee will be working on the Project job site.

(3) If awarded a Public Improvement Contract as a result of this solicitation, Offeror agrees that at the time of Contract execution it shall represent and warrant to the City that its Qualifying Employee Drug Testing Program is in place and will continue in full force and effect for the duration of the Public Improvement Contract. The City's performance obligation (which includes, without limitation, the City's obligation to make payment) shall be contingent on Contractor's compliance with this representation and warranty.

(4) If awarded a Public Improvement Contract as a result of this solicitation, Offeror also agrees that at the time of Contract execution, and as a condition to City's performance obligation (which includes, without limitation, the City's obligation to make payment), it shall require each subcontractor providing labor for the Project to:

(a) Demonstrate to the Contractor that it has a Qualifying Employee Drug Testing Program for the subcontractor's Subject Employees, and represent and warrant to the Contractor that the Qualifying Employee Drug Testing Program is in place at the time of subcontract execution and will continue in full force and effect for the duration of the subcontract; or (b) Require that the subcontractor's Subject Employees participate in the Contractor's Qualifying Employee Drug Testing Program for the duration of the subcontract.

SECTION N - CERTIFICATION OF COMPLIANCE WITH NON-DISCRIMINATION LAWS

By my signature in Section O, I certify that I am authorized to act on behalf of Bidder in this matter and that Bidder has not discriminated and will not discriminate against any disadvantaged business enterprise, minority-owned business, women-owned business, emerging small business, or business that a service-disabled veteran owns, in obtaining any required subcontracts. Failure to do so shall be grounds for disqualification.

SECTION O - SIGNATURE OF BIDDER'S DULY AUTHORIZED REPRESENTATIVE

THIS BID MUST BE SIGNED IN INK OR DIGITALLY VERIFIED SIGNATURE BY AN AUTHORIZED REPRESENTATIVE OF THE BIDDER; ANY ALTERATIONS OR ERASURES TO THE BID MUST BE INITIALED IN INK BY THE UNDERSIGNED AUTHORIZED REPRESENTATIVE.

The undersigned acknowledges, attests and certifies individually and on behalf of the Bidder that:

- (1) He/she is a duly authorized representative of the Bidder, has been authorized by Bidder to make all representations, attestations, and certifications contained in this Bid and all Addenda, if any, issued.
- (2) Bidder, acting through its authorized representatives, has read and understands all Bid instructions, Specifications, Plans, terms and conditions contained in this Bid document (including all listed attachments and Addenda, if any, issued);
- (3) The Bid submitted is in response to the specific language contained in the ITB, and Bidder has made no assumptions based upon either (a) verbal or written statements not contained in the ITB, or (b) any previously-issued ITB, if any.
- (4) The City shall not be liable for any claims or be subject to any defenses asserted by Bidder based upon, resulting from, or related to, Bidder's failure to comprehend all requirements of the ITB.
- (5) The City shall not be liable for any expenses incurred by Bidder in preparing and submitting its Offer or in participating in the Offer evaluation/selection process.
- (6) The Bidder agrees to be bound by and comply with all applicable requirements of ORS 279C.800 through ORS 279C.870 and the administrative rules of the Bureau of Labor and Industries (BOLI) regarding prevailing wage rates.
- (7) The Offer was prepared independently from all other Bidders, and without collusion, fraud, or other dishonesty.
- (8) Bidder is bound by and will comply with all requirements, Specifications, Plans, terms and conditions contained in this Bid (including all listed attachments and Addenda, if any, issued);
- (9) Bidder will furnish the designated item(s) or service(s) in accordance with the Specifications, Plans and requirements, and will comply in all respects with the terms of the resulting Contract upon award;
- (10) Bidder represents and warrants that Bidder has the power and authority to enter into and perform the Contract and that the Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms; and
- (11) All affirmations and certifications contained in Sections J, K, L, M and N are true and correct.

Authorized Signature:  Title: President

Contact Person (Type or Print): Susan Jurasz

Telephone Number: (503) 843-2005 Fax Number: (503) 843-2744

EXHIBIT 1

ITB 04-2021-01

PRICING SUBMITTAL FORM

PRICING SUBMITTAL INSTRUCTIONS:

Offerors shall enter pricing and other required information for all Bid Items listed in this Pricing Submittal Form. If this Pricing Submittal Form is replaced by Addendum, Offerors shall use the Addendum form to provide pricing and other required information. If the Pricing Submittal Form is only modified by Addendum, Offerors shall follow the instructions in the Addendum for making modifications to the Pricing Submittal Form. Failure to supply the required information in the Pricing Submittal Form or subsequent Addenda may result in Bid rejection as non-responsive.

Use a per unit cost for production and installation.

Expec. # of signs	Sign Type	2021 Cost Per Unit for Fabrication and Installation	Inflation Rate 2022	Inflation Rate 2023
3	Monument Sign	\$20,800	3%	3%
2	Vehicular Directional Downtown	\$12,355	3%	3%
3	Vehicular Directional	\$8,475	3%	3%
6	Vehicular Directional	\$8,475	3%	3%
3	Pedestrian / Bike Trail Head	\$6,900	3%	3%
4	Pedestrian Walkable Downtown	\$9,250	3%	3%
3	Pedestrian Trail Marker	\$4,225	3%	3%
15	Viewpoint Stones	\$525	3%	3%
6	Neighborhood Signage	\$5,560	3%	3%

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:

\$85 design/\$45 labor

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.

BIDDER NAME: Sea Reach Ltd



hagan hamilton
INSURANCE SOLUTIONS

5/21/2021

Sea Reach Ltd
Susan Jurasz
146 NE Yamhill St
Sheridan OR 97378

RE: New Bid Bond LSM1354804

Dear Susan,

I have enclosed the new Bid Bond form, Power of Attorney, and a Bid Results Form. Once the Bid is complete and the results are given to you, please complete and return the Bid Results Form showing your position in the Bid. If you are the winning Bidder, please follow the instruction on the form and provide the required information so the Payment and Performance Bond may be issued on your behalf.

Thank you for allowing us to be of continued service for your insurance needs. Please feel free to contact me if you have any questions or concerns.

Sincerely,

Moira Hinrichs, CIC
Commercial Account Manager



EXHIBIT 2**City of Ontario Bid Security Form**
STANDARD PUBLIC IMPROVEMENT CONTRACT**BID BOND**

We, Sea Reach Ltd, as "Principal,"
(Name of Principal)

and RLI Insurance Company, an Illinois Corporation,
(Name of Surety)

authorized to transact Surety business in Oregon, as "Surety," hereby jointly and severally bind ourselves, our respective heirs, executors, administrators, successors and assigns to pay unto the City of Ontario ("Obligee") the sum of
(\$ 10% of Total Amount Bid)

Ten Percent of Total Amount Bid dollars.

WHEREAS, the condition of the obligation of this bond is that Principal has submitted its proposal or bid to an agency of the Obligee in response to Obligee's procurement document No. 02-2021-01 for the project identified as:
Ontario Wayfinding Fabrication and Installation Project which proposal or bid is made a part of this bond by reference, and Principal is required to furnish bid security in an amount equal to ten (10%) percent of the total amount of the bid pursuant to the procurement document and ORS 279C.365(4) for competitive bidding or 279C.400(5) for competitive proposals.

NOW, THEREFORE, if the proposal or bid submitted by Principal is accepted, and if a contract pursuant to the proposal or bid is awarded to Principal, and if Principal enters into and executes such contract within the time specified in the procurement document and executes and delivers to Obligee its good and sufficient performance and payment bonds required by Obligee, as well as any required proof of insurance, within the time fixed by Obligee, then this obligation shall be void; otherwise, it shall remain in full force and effect.

IN WITNESS WHEREOF, we have caused this instrument to be executed and sealed by our duly authorized legal representatives this 21st day of May, 2021

PRINCIPAL: Sea Reach Ltd

SURETY: RLI Insurance Company

By [Signature]
Signature

BY ATTORNEY-IN-FACT: [Signature]

President

Name - Moira Hinrichs

Official Capacity

Attest: _____

Corporation Secretary

Signature

9025 N. Lindbergh Dr.

Address

Peoria IL 61615

City State Zip

309-692-1000 309-683-1646

Phone Fax



POWER OF ATTORNEY

RLI Insurance Company

9025 N. Lindbergh Dr. Peoria, IL 61615
Phone: 800-645-2402

Bond No. LSM1354804

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That the RLI Insurance Company, a corporation organized and existing under the laws of the State of Illinois, and authorized and licensed to do business in all states and the District of Columbia does hereby make, constitute and appoint: Moira Hinrichs in the City of Mcminnville, State of Oregon, as it's true and lawful Agent and Attorney In Fact, with full power and authority hereby conferred upon him/her to sign, execute, acknowledge and deliver for and on its behalf as Surety, specifically for the following described bond.

Principal: Sea Reach Ltd
Obligee: City of Ontario
Bond Amount: 10% of Total Amount Bid

The acknowledgement and execution of such bond by the said Attorney in Fact shall be as binding upon the Company as if such bond had been executed and acknowledged by the regularly elected officers of the Company.

The RLI Insurance Company further certifies that the following is a true and exact copy of a Resolution adopted by the Board of Directors of RLI Insurance Company, and now in force to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the RLI Insurance Company has caused these presents to be executed by its Vice President with its corporate seal affixed this 21st day of May, 2021.

RLI Insurance Company

By: B. W. Davis
Barton W. Davis Vice President

State of Illinois
County of Peoria

} SS



On this 21st day of May, 2021, before me, a Notary Public, personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the RLI Insurance Company and acknowledged said instrument to be the voluntary act and deed of said corporation.

By: Catherine D. Glover
Catherine D. Glover Notary Public



CERTIFICATE

I, the undersigned officer of RLI Insurance Company do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the RLI Insurance Company this 21st day of May, 2021.

RLI Insurance Company

By: Jeffrey D. Dick
Jeffrey D. Dick Corporate Secretary

A0006221_SUBS_BID



First Step

BID RESULTS

Please return this form to contractbonds@rlicorp.com or fax to 309-683-1646 when the bid results are released.

CONTRACTOR: _____

BOND #: _____

BID DATE: _____

	<u>Contractor Name</u>	<u>Bid Amount</u>
Low Bidder:	_____	_____
2nd Low:	_____	_____
3rd Low:	_____	_____
Your Bid if not 1st, 2nd or 3rd:	_____	

If you are awarded this bid and required to provide Performance and/or Payment Bonds, please also submit the following information:

1. Obligor's Bond Form(s)
2. Notice of Award
3. Contract

In addition, if you are the low bidder and your bid is more than 10% less than the 2nd bidder, please send:

1. Job Cost Breakdown that identifies your gross profit figure (please attach)
2. Engineer's Estimate: _____
3. Explanation for "Bid Spread" & why you still feel comfortable to do the project:

BY: _____

Date: _____

EXHIBIT 2*See attached bonds***City of Ontario Bid Security Form
STANDARD PUBLIC IMPROVEMENT CONTRACT****BID BOND**

We, _____, as "Principal,"
(Name of Principal)

and _____, an _____ Corporation,
(Name of Surety)

authorized to transact Surety business in Oregon, as "Surety," hereby jointly and severally bind ourselves, our respective heirs, executors, administrators, successors and assigns to pay unto the City of Ontario ("Obligee") the sum of (\$_____)

_____ dollars.

WHEREAS, the condition of the obligation of this bond is that Principal has submitted its proposal or bid to an agency of the Obligee in response to Obligee's procurement document No. 02-2021-01 for the project identified as: Ontario Wayfinding Fabrication and Installation Project which proposal or bid is made a part of this bond by reference, and Principal is required to furnish bid security in an amount equal to ten (10%) percent of the total amount of the bid pursuant to the procurement document and ORS 279C.365(4) for competitive bidding or 279C.400(5) for competitive proposals.

NOW, THEREFORE, if the proposal or bid submitted by Principal is accepted, and if a contract pursuant to the proposal or bid is awarded to Principal, and if Principal enters into and executes such contract within the time specified in the procurement document and executes and delivers to Obligee its good and sufficient performance and payment bonds required by Obligee, as well as any required proof of insurance, within the time fixed by Obligee, then this obligation shall be void; otherwise, it shall remain in full force and effect.

IN WITNESS WHEREOF, we have caused this instrument to be executed and sealed by our duly authorized legal representatives this _____ day of _____, 20__.

PRINCIPAL: _____**SURETY:** _____

By _____
Signature

BY ATTORNEY-IN-FACT:

Official Capacity

Name

Attest: _____
Corporation Secretary

Signature

Address

City State Zip

Phone Fax

EXHIBIT 3**State of Oregon Performance Bond Form****STANDARD PUBLIC IMPROVEMENT CONTRACT****PERFORMANCE BOND**

Bond No. _____

Solicitation _____

Project Name _____

_____ (Surety #1)	Bond Amount No. 1:	\$ _____
_____ (Surety #2)*	Bond Amount No. 2:*	\$ _____
	Total Penal Sum of Bond:	\$ _____

** If using multiple sureties*

We, _____ as Principal, and the above identified Surety(ies), authorized to transact surety business in Oregon, as Surety, hereby jointly and severally bind ourselves, our respective heirs, executors, administrators, successors and assigns firmly by these presents to pay unto the City of Ontario the sum of (Total Penal Sum of Bond) _____.
(Provided, that we the Sureties bind ourselves in such sum “jointly and severally” as well as “severally” only for the purpose of allowing a joint action or actions against any or all of us, and for all other purposes each Surety binds itself, jointly and severally with the Principal, for the payment of such sum only as is set forth opposite the name of such Surety), and

WHEREAS, the Principal has entered into a contract with the City of Ontario, the plans, specifications, terms and conditions of which are contained in the above-referenced Solicitation;

WHEREAS, the terms and conditions of the contract, together with applicable plans, standard specifications, special provisions, schedule of performance, and schedule of contract prices, are made a part of this Performance Bond by reference, whether or not attached to the contract (all hereafter called “Contract”); and

WHEREAS, the Principal has agreed to perform the Contract in accordance with the terms, conditions, requirements, plans and specifications, and all authorized modifications of the Contract which increase the amount of the work, the amount of the Contract, or constitute an authorized extension of the time for performance, notice of any such modifications hereby being waived by the Surety:

NOW, THEREFORE, THE CONDITION OF THIS BOND IS SUCH that if the Principal herein shall faithfully and truly observe and comply with the terms, conditions and provisions of the Contract, in all respects, and shall well and truly and fully do and perform all matters and things undertaken by Contractor to be performed under the Contract, upon the terms set forth therein, and within the time prescribed therein, or as extended as provided in the Contract, with or without notice to the Sureties, and shall indemnify and save harmless the City of Ontario and members thereof, its officers, employees, and agents, against any direct or indirect damages or claim of every kind and description that shall be suffered or claimed to be suffered in connection with or arising out of the performance of the Contract by the Principal or its subcontractors, and shall in all respects perform said contract according to law, then this obligation is to be void; otherwise, it shall remain in full force and effect.

Nonpayment of the bond premium will not invalidate this bond nor shall the City of Ontario, or the above-referenced agency(ies), be obligated for the payment of any premiums.

This bond is given and received under authority of ORS Chapter 279C, the provisions of which hereby are incorporated into this bond and made a part hereof.

IN WITNESS WHEREOF, WE HAVE CAUSED THIS INSTRUMENT TO BE EXECUTED AND SEALED BY OUR DULY AUTHORIZED LEGAL REPRESENTATIVES.

Dated this _____ day of _____, 20__.

PRINCIPAL: _____

By _____
Signature

Official Capacity

Attest: _____
Corporation Secretary

SURETY: _____

[Add signatures for each surety if using multiple bonds]

BY ATTORNEY-IN-FACT:

[Power-of-Attorney must accompany each surety bond]

Name

Signature

Address

City State Zip

Phone Fax

EXHIBIT 4*See attached bond***State of Oregon Payment Bond Form****STATE OF OREGON****STANDARD PUBLIC IMPROVEMENT CONTRACT****PAYMENT BOND**

Bond No. _____

Solicitation _____

Project Name _____

(Surety #1)

Bond Amount No. 1: \$ _____

(Surety #2)*

Bond Amount No. 2:* \$ _____

* *If using multiple sureties*

Total Penal Sum of Bond: \$ _____

We, _____, as Principal, and the above identified Surety(ies), authorized to transact surety business in Oregon, as Surety, hereby jointly and severally bind ourselves, our respective heirs, executors, administrators, successors and assigns firmly by these presents to pay unto the City of Ontario the sum of (Total Penal Sum of Bond) _____ (Provided, that we the Sureties bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us, and for all other purposes each Surety binds itself, jointly and severally with the Principal, for the payment of such sum only as is set forth opposite the name of such Surety), and

WHEREAS, the Principal has entered into a contract with the City of Ontario, the plans, specifications, terms and conditions of which are contained in above-referenced Solicitation;

WHEREAS, the terms and conditions of the contract, together with applicable plans, standard specifications, special provisions, schedule of performance, and schedule of contract prices, are made a part of this Payment Bond by reference, whether or not attached to the contract (all hereafter called "Contract"); and

WHEREAS, the Principal has agreed to perform the Contract in accordance with the terms, conditions, requirements, plans and specifications, and schedule of contract prices which are set forth in the Contract and any attachments, and all authorized modifications of the Contract which increase the amount of the work, or the cost of the Contract, or constitute authorized extensions of time for performance of the Contract, notice of any such modifications hereby being waived by the Surety:

NOW, THEREFORE, THE CONDITION OF THIS BOND IS SUCH that if the Principal shall faithfully and truly observe and comply with the terms, conditions and provisions of the Contract, in all respects, and shall well and truly and fully do and perform all matters and things by it undertaken to be performed under said Contract and any duly authorized modifications that are made, upon the terms set forth therein, and within the time prescribed therein, or as extended therein as provided in the Contract, with or without notice to the Sureties, and shall indemnify and save harmless the City of Ontario, and members thereof, its officers, employees and agents, against any claim for direct or indirect damages of every kind and description that shall be suffered or claimed to be suffered in connection with or arising out of the performance of the Contract by the Contractor or its subcontractors, and shall promptly pay all persons supplying labor, materials or both to the Principal or its subcontractors for prosecution of the work provided in the Contract; and shall promptly pay all contributions due the City of Ontario and the State Unemployment Compensation Fund from the Principal or its subcontractors in connection with the performance of the Contract; and shall pay over to the City of Ontario all sums required to be deducted and retained from the wages of employees of the Principal and its subcontractors pursuant to ORS 316.167, and shall permit no lien nor claim to be filed or prosecuted against the City on account of any labor or materials furnished; and shall do all

things required of the Principal by the laws of this State, then this obligation shall be void; otherwise, it shall remain in full force and effect.

Nonpayment of the bond premium will not invalidate this bond nor shall the City of Ontario, or the above-referenced agency(ies), be obligated for the payment of any premiums.

This bond is given and received under authority of ORS Chapter 279C, the provisions of which hereby are incorporated into this bond and made a part hereof.

IN WITNESS WHEREOF, WE HAVE CAUSED THIS INSTRUMENT TO BE EXECUTED AND SEALED BY OUR DULY AUTHORIZED LEGAL REPRESENTATIVES:

Dated this _____ day of _____, 20__.

PRINCIPAL: _____

By _____
Signature

Official Capacity

Attest: _____
Corporation Secretary

SURETY: _____

[Add signatures for each if using multiple bonds]

BY ATTORNEY-IN-FACT:

[Power-of-Attorney must accompany each bond]

Name

Signature

Address

City State Zip

Phone Fax

EXHIBIT 6**State of Oregon General Conditions for Public Improvement Contracts
May 12, 2021****SUPPLEMENTAL GENERAL CONDITIONS
To The
STATE OF OREGON GENERAL CONDITIONS
FOR PUBLIC IMPROVEMENT CONTRACTS****Contract No. 05-2021-01*****Project Name*** Wayfinding Sign Fabrication and Installation

For the above contract, the following supplements modify the General Conditions contained within the [“State of Oregon Standard Conditions for Public Improvement Contracts” dated January 1, 2012.](#) Where a portion of the General Conditions is modified or deleted by these Supplemental General Conditions, the unaltered portions of the General Conditions shall remain in effect.

DIRECTIONS: *The following references to the General Conditions highlight areas that may need to be modified for a given project. Changes may be made by Supplemental General Conditions that remove from, add to or modify the General Conditions, but changes should not be made in that manner for procurement issues addressed in the Solicitation Document. While the technical specifications (including the Division 1 General Requirements) may expand on matters addressed with the General Conditions, they cannot supercede them under the order of precedence in Section A.3.1. Direct conflicts are to be avoided, and should be resolved by deleting such material from technical specifications, or through clarification or reference within the Supplemental General Conditions, rather than relying on the order of precedence (note that courts attempt to give effect to all parts of a contract prior to resolving conflicts).*

PART 1 – NOTES ON GENERAL CONDITIONS**A.1 SCOPE OF WORK**

Elements of the material removed by demolition may have value. The Contractor has all rights to any salvaged materials.

A.2 INTERPRETATION OF CONTRACT DOCUMENTS

The City’s representative in consultation with the designer will hold the decision to be the final interpretation of contract documents.

B.1 ARTWORK

The Artwork is complete. There will be some difference s in signs based on location, but it will be complete for the fabricator and installer.

B2. MATERIALS AND WORKMANSHIP

Specific procedures, tests and sampling may need to be enumerated.

B.3 PERMITS

The Contractor must obtain any permits needed to work within the City's right-of-way; however, fees will be waived in the interest of the project.

B.4 SUPERINTENDENCE

There shall be a person on site who can be designated the superintendent.

B.5 ACCESS TO RECORDS

Access to records regarding the project will be provided to Contractor at any time necessary.

B.6 SUBCONTRACT AND ASSIGNMENT

Subcontracting requirements shall be at the same standard set by the state for all licensing requirements.

B.7 OWNER'S RIGHT TO DO WORK

The Owner may do work on site at the request of the Contractor if approved by both parties.

B.8 FUNDS AVAILABLE AND AUTHORIZED

The project will be funded in phases. It is anticipated that the first phase will be for Years 2021 and 2022 at the same time. The approximate funding level for Phase I and Phase II is \$120,000. Funding for phase III is anticipated to be made available in July 2022. Other grant opportunities that make funding of additional signs possible will be added to the phase in which it makes the most sense in the efficiency of the contractor.

C.1 HOURS OF LABOR

Under certain circumstances, the hours of labor may have an impact on the contract price (e.g., required shifts or other specified scheduling). Check the provisions of ORS 279.334 in considering special requirements.

D.1 CLAIMS REVIEW PROCESS

Under Sections D.3.5 and D.3.6, the standard language requires mandatory but non-binding mediation to attempt to resolve disputes. If some other alternative dispute resolution process is desired, that process needs to be described here.

E.1 APPLICATION FOR PAYMENT

Under Section E.2.3, specific requirements are placed on payment for materials that have not been installed. If this is not to be accepted, or additional or lesser requirements made, the standard language needs to be modified.

E.2 RETAINAGE

This section repeats the statutory provisions regarding retainage. If additional requirements are to be met, particularly regarding costs and other conditions of discretionary "in lieu of retainage" accounts under E.5.1.2, the standard language should be supplemented.

E.3 FINAL PAYMENT

If any additional provisions regarding re-inspection or other issues regarding final payment are to be made, this section should be modified.

F. 1 USE OF PREMISES

Any special conditions or provisions regarding the use of the property, or particularly an occupied building, should be added here.

F.2 CLEANING UP

The Contractor shall maintain a clean and safe work site during installation.

G.1 CONTRACT PERIOD

The project shall be broken into phases by task order.

G.2 SCHEDULE

The schedule of completion will be tracked by task order as additional funds are made available.

H.1 CORRECTION OF WORK BEFORE FINAL PAYMENT

Unless otherwise agreed, the period allowed for completion of defective (punch list) work is 90 days.

I.1 RECORD DRAWINGS

A copy of any electronic drawings for the project shall be provided to the City.

EXHIBIT 7

Supplemental General Conditions

Contract No. 05-2021-01

Project Name Wayfinding Sign Fabrication and Installation

For the above Contract, the following supplements modify the “State of Oregon General Conditions for Public Improvement Contracts” set forth in Exhibit 6. Where a portion of the General Conditions is modified or deleted by these Supplemental General Conditions, the unaltered portions of the General Conditions shall remain in effect.

SGC-1 Add the following after A.2 under INTERPRETATION OF CONTRACT DOCUMENTS:

A.2 The characterization of provisions of the Contract as material provisions or the failure to comply with certain provisions as a material breach of the Contract shall in no way be construed to mean that any other provisions of the Contract are not material or that failure to comply with any other provisions is not a material breach of the Contract.

SGC-2 Make the following revisions to Section B.5 COMPLIANCE WITH GOVERNMENT LAWS AND REGULATIONS:

- **Add the following to the end of Section B.5.1:**

All rights and remedies available to Owner under applicable federal, state, and local laws are also incorporated by reference herein and are cumulative with all rights and remedies under the Contract.

- **Section B.5.2(a) is deleted and replaced with the following:**

(a) Pursuant to ORS 279A.110, Contractor shall not discriminate against a disadvantaged business enterprise, a minority-owned business, a woman-owned business, a business that a service-disabled veteran owns or an emerging small business, in the awarding of subcontracts.

- **The following Section B.5.2(c) is added:**

(c) Respecting certification as a disadvantaged business enterprise, minority-owned business, woman-owned business, business that a service-disabled veteran owns or an emerging small business under ORS 200.055, as and when applicable, Contactor shall maintain the certification, and require in its subcontracts that subcontractors maintain the certification required by Section 2, Chapter 325, Oregon Laws 2015, as amended by Section 26, Chapter 565, Oregon Laws 2015. Owner may require Contractor to terminate a subcontract with a subcontractor that fails to maintain its certification under ORS 200.055 throughout the term of the subcontract and any extensions.

Select Projects

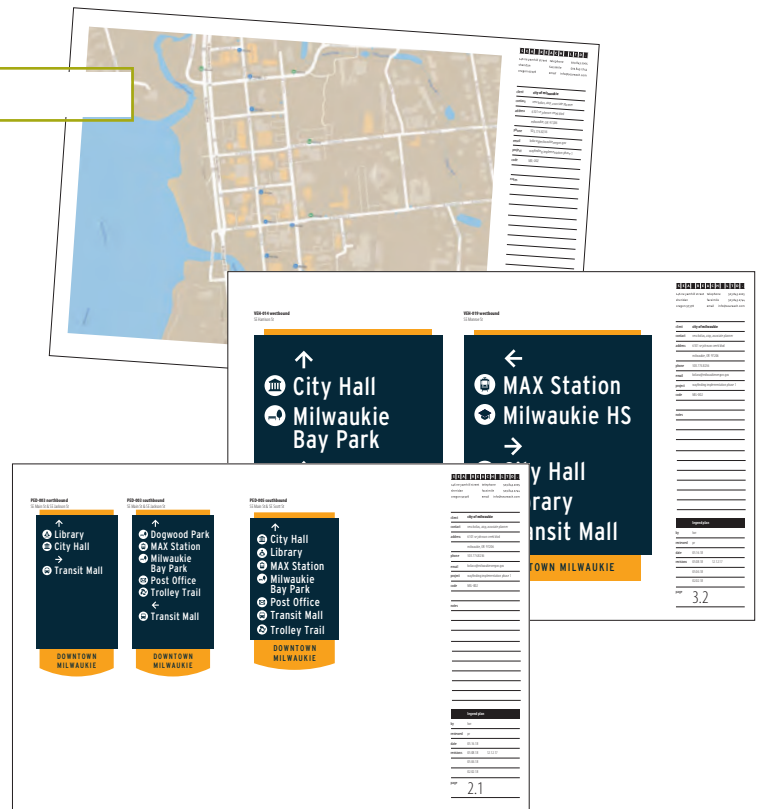
Design/Build/Install

Downtown Wayfinding Milwaukie, Oregon

Vera Kolias, AICP
Associate Planner
City of Milwaukie
6101 SE Johnson Creek Blvd
Milwaukie, OR 97206
503-786-7653
KoliasV@milwaukieoregon.gov

Sea Reach was responsible for:

- Wayfinding plan
- Design
- Fabrication
- Installation



Select Projects

Design/Build/Install

Downtown Wayfinding Portland, Oregon

Irene Bowers
Senior Project Manager, OCC URA
Urban Development Department
Portland Development Commission
222 NW Fifth Avenue
Portland, OR 97209
503-823-2419
E BowersI@pdc.us

Sea Reach was responsible for:

- Final design and engineering
- Fabrication and installation



Select Projects

Design/Build/Install

Downtown Wayfinding Beaverton, Oregon

Alma Flores, MCP
Economic Development Manager
City of Beaverton
12725 SW Millikan Way
Beaverton OR 97076
503-526-2456

Sea Reach Ltd was responsible for

- Wayfinding plan and design
- Phase 1, implementation: Fabricate pedestrian directionals with maps, parking lots and gateways for old town



Select Projects

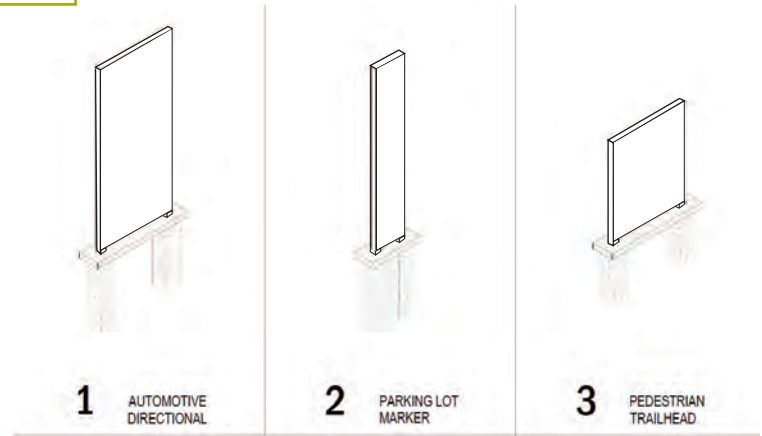
Design/Build/Install

South Puget Sound Community College Olympia, Washington

Marty Mattes
Director of Facilities
South Puget Sound Community College
2011 Mottman Road SW
Olympia, WA 98512
360-596-5227
mmattes@spscc.edu

Sea Reach was responsible for:

- Final design and engineering
- Fabrication and installation



Select Projects

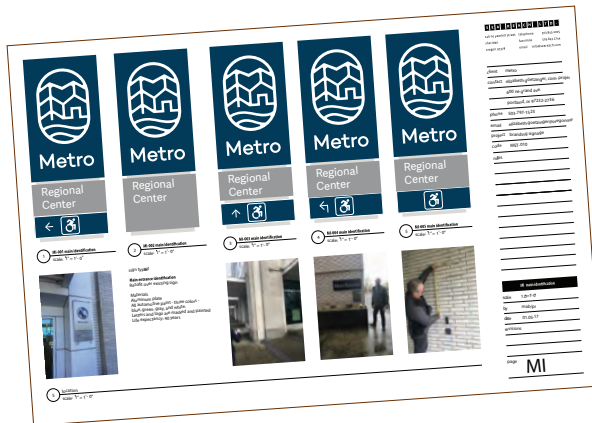
Design/Build/Install

Downtown Metro Headquarters Portland, Oregon

Elizabeth Goetzinger
Project Manager
Metro
600 NE Grand Ave
Portland OR 97232-2736
Phone: 503-797-1523
Elizabeth.Goetzinger@oregonmetro.gov

Sea Reach Ltd was responsible for

- Wayfinding plan and design
- Fabricate and install



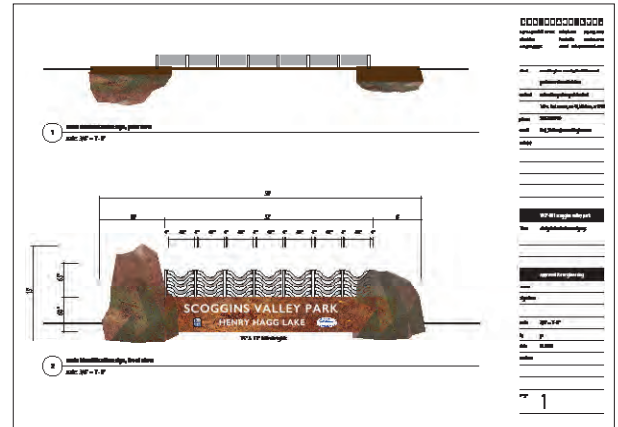
Design/Build/Install

Scoggins Valley Park Gaston, Oregon

Carl Switzer
Washington County Parks, Superintendent
50250 SW Scoggins Valley Road,
Gaston, OR 97119
d: 503.846.7001 c: 503.207.8760
carl_switzer@co.washington.or.us

Sea Reach was responsible for:

- Design and engineering of a new monument sign for Scoggins Valley Park.
(with kinetic waves!)
- Fabrication and installation



Quantity		Sea Reach		ACSM		Graphic House	
Monument Sign	3	\$ 20,800.00	\$ 62,400.00	\$ 24,279.00	\$ 72,837.00	\$ 22,526.00	\$ 67,578.00
Vehicular Directional Downtown	2	\$ 12,355.00	\$ 24,710.00	\$ 9,592.00	\$ 19,184.00	\$ 11,168.00	\$ 22,336.00
Vehicular Directional	3	\$ 8,475.00	\$ 25,425.00	\$ 5,995.00	\$ 17,985.00	\$ 6,684.00	\$ 20,052.00
Vehicular Directional	6	\$ 8,475.00	\$ 50,850.00	\$ 5,995.00	\$ 35,970.00	\$ 6,668.00	\$ 40,008.00
Pedestrian/Bike Trail Head	3	\$ 6,900.00	\$ 20,700.00	\$ 4,620.00	\$ 13,860.00	\$ 6,631.00	\$ 19,893.00
Pedestrian Walkable Downtown	4	\$ 9,250.00	\$ 37,000.00	\$ 6,413.00	\$ 25,652.00	\$ 6,775.00	\$ 27,100.00
Pedestrian Trail Marker	3	\$ 4,225.00	\$ 12,675.00	\$ 1,897.00	\$ 5,691.00	\$ 4,211.00	\$ 12,633.00
Viewpoint Stones	15	\$ 525.00	\$ 7,875.00	\$ 1,815.00	\$ 27,225.00	\$ 2,381.00	\$ 35,715.00
Neighborhood Signage	6	\$ 5,560.00	\$ 33,360.00	\$ 4,097.00	\$ 24,582.00	\$ 6,818.00	\$ 40,908.00
		\$ 274,995.00		\$ 242,986.00		\$ 286,223.00	
Hourly Rate		\$ 85.00		\$ 145.00		\$ 135.00	
Vendor Acknowledgement Form		Yes		Yes		Yes	
		3.00%		1.80%		2.50%	
		5.00%		1.80%		2.50%	
Notes							
Responsive		Yes		Yes		No	
10% State Advantage				\$ 267,284.60		\$ 314,845.30	

City of Ontario, OR

Submitted June 15th, 2021



WAYFINDING
design • planning • fabrication • installation

Wayfinding Sign Production & Installation RFP Submission



WAYFINDING
design • planning • fabrication • installation

Glen Nocik : Principal
c: 704.617.1044
o: 704.910.0243
gnocik@acsm-inc.com

2525 distribution st
Charlotte, NC 28203

Table of Contents

COVER LETTER

FIRM

I. COMPANY OVERVIEW

II. PROJECT TEAM

III. WAYFINDING EXPERIENCE

- A. City of Conyers, GA
- B. City of Wilson, NC
- C. City of Shelby, NC
- D. Rutherford County, NC
- E. City of Asheville, NC
- F. City of Lexington, NC
- G. Town of Smithfield, NC
- H. Town of Aberdeen, NC

IV. PUBLIC ART EXPERIENCE

- A. Pepsi Cube (Charlotte, NC)
- B. BNA Airport (Nashville, TN)
- C. The Hub (Charlotte, NC)

V. CLIENT LIST

VI. REFERENCES

PROJECT

VII. Project Approach

- A. Overview
- B. Example Documents
- C. Design+Build Value
- D. Typical Timeline

VIII. PROJECT RESPONSE DOCUMENTS

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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o: 704.910.0243
gnocik@acsminc.com

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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.

Direct Line: 704.617.1044
gnocik@acsminc.com

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.

anocik@acsminc.com



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gnocik@acsminc.com

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Charlotte, NC 28203



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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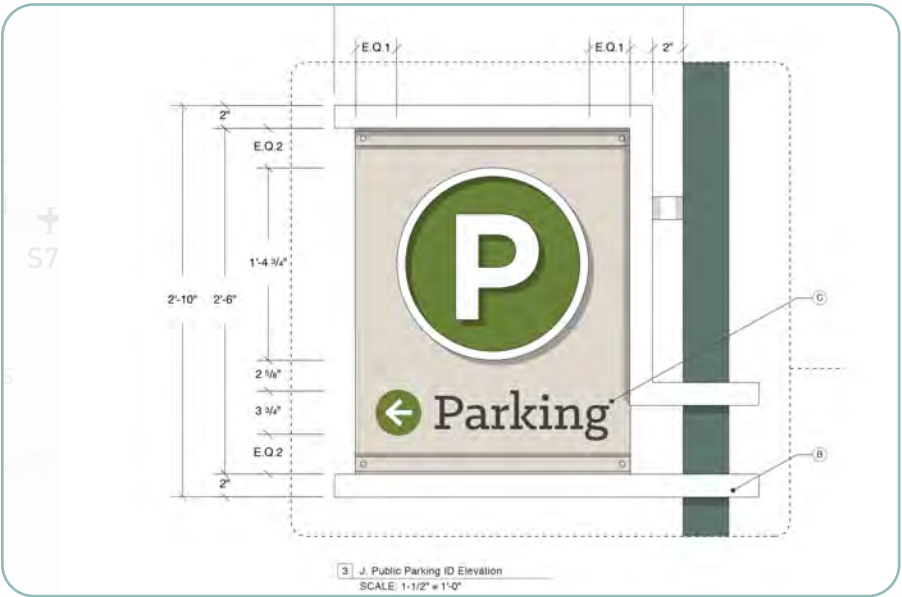
Charlotte, NC 28203

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

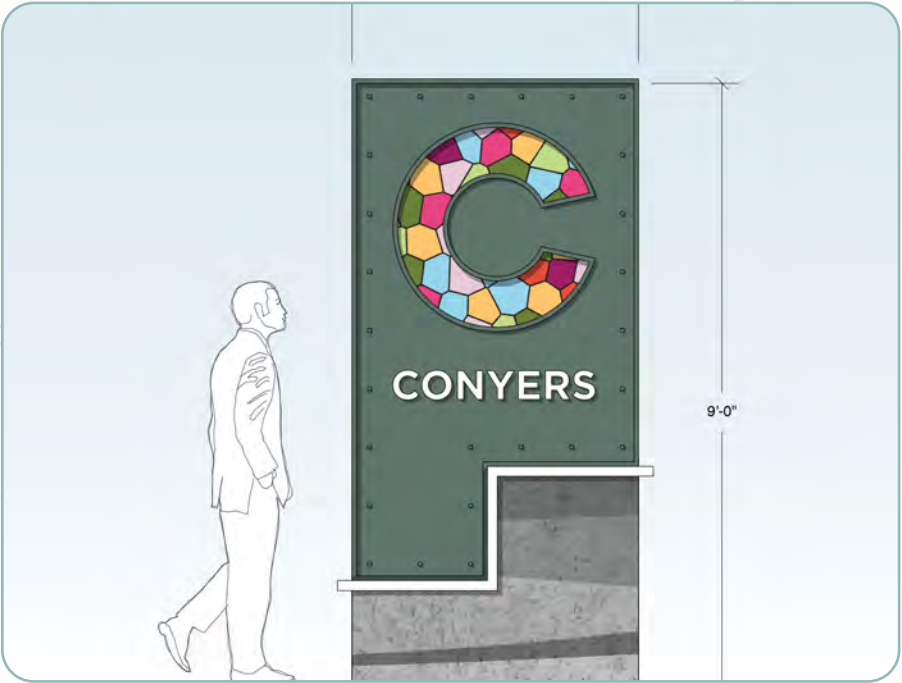
Construction Drawing & Rendering (provided by client)



Design Intent Drawing



Design Intent Drawing



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o: 704.910.0243

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c: 704.617.1044
o: 704.910.0243
gnocik@acsminc.com

2525 distribution st
Charlotte, NC 28203

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.



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



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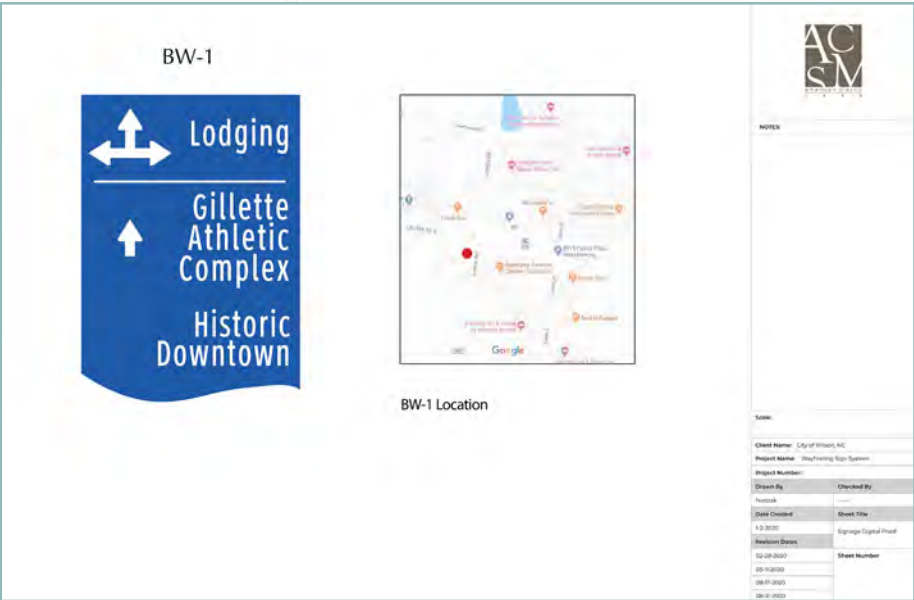
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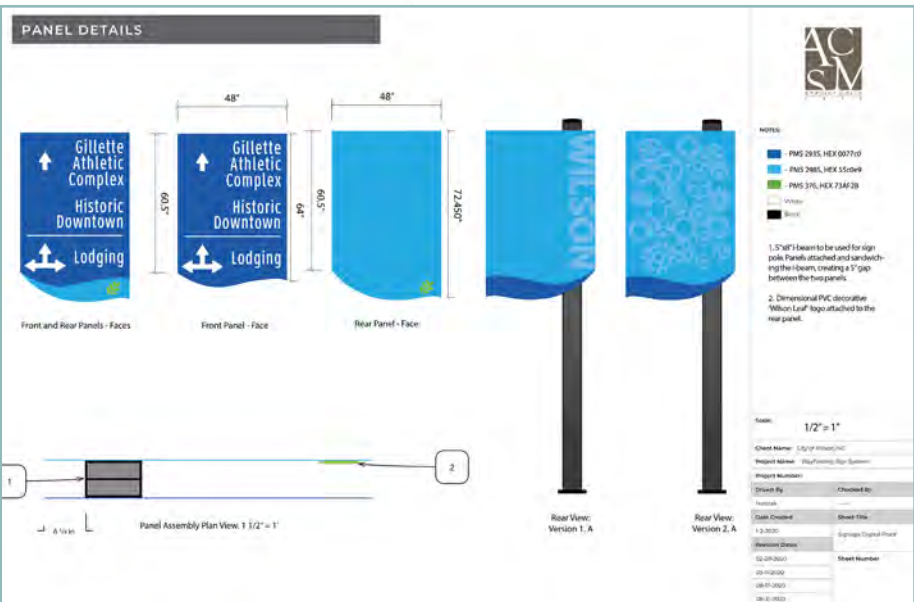
Element Detail



DOT Packet - Placement Guide (1 of 53)



DOT Packet - Sign Layout Guide





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.



WAYFINDING
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gnocik@acsmnc.com

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Charlotte, NC 28203





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.



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



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.



WAYFINDING
design • planning • fabrication • installation

Glen Nocik : Principal

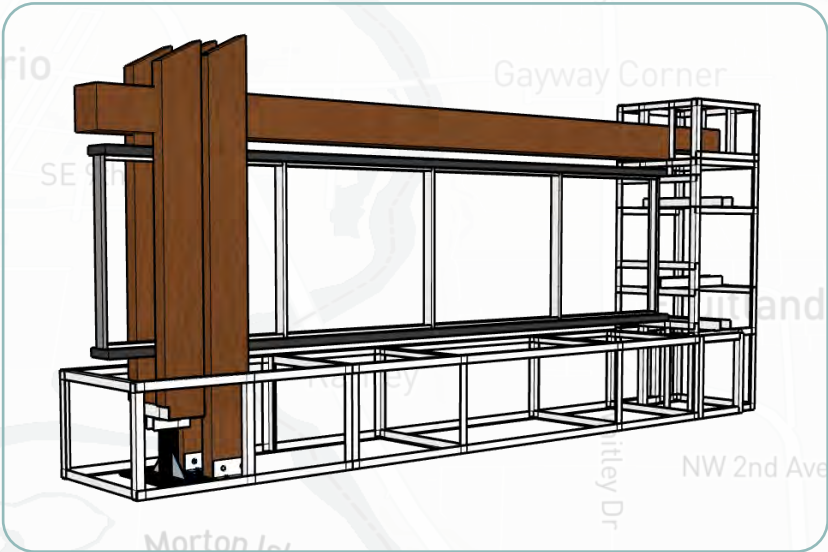
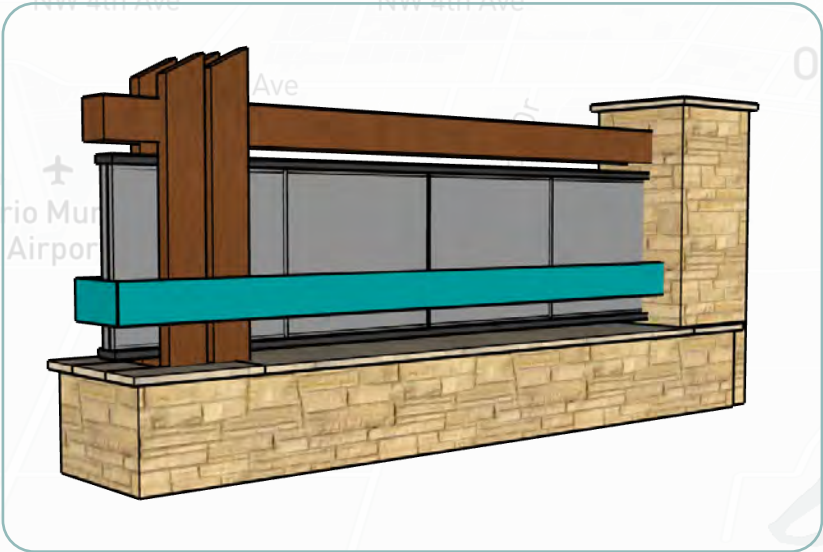
c: 704.617.1044

o: 704.910.0243

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WAYFINDING
design • planning • fabrication • installation

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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



WAYFINDING
design • planning • fabrication • installation

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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.



WAYFINDING
design • planning • fabrication • installation

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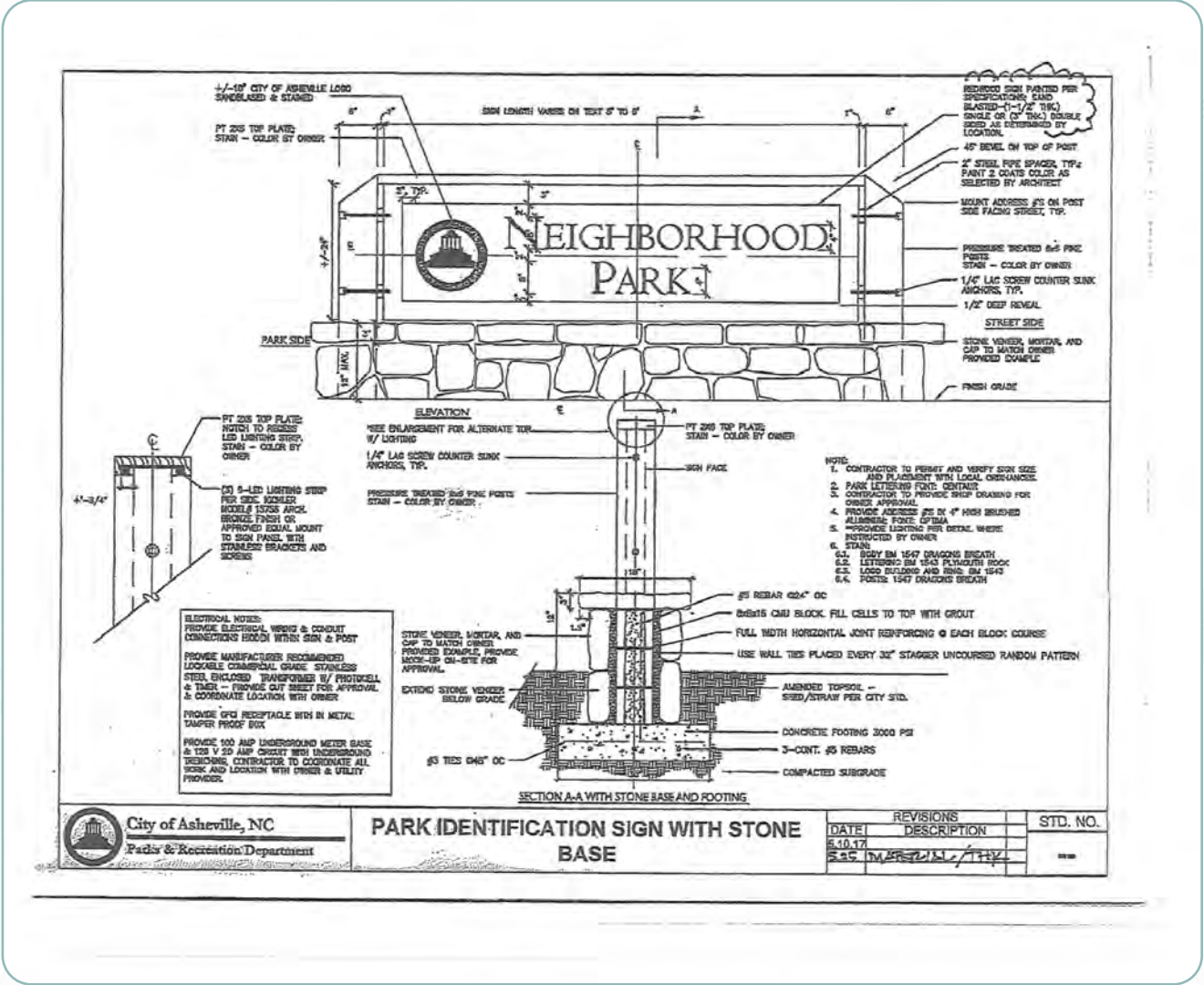


III.E. City of Asheville, NC
CASE STUDY: Park Wayfinding



WAYFINDING
design • planning • fabrication • installation

Engineering Drawing



Design Intent Drawing



Glen Nocik : Principal

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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.



WAYFINDING
design • planning • fabrication • installation

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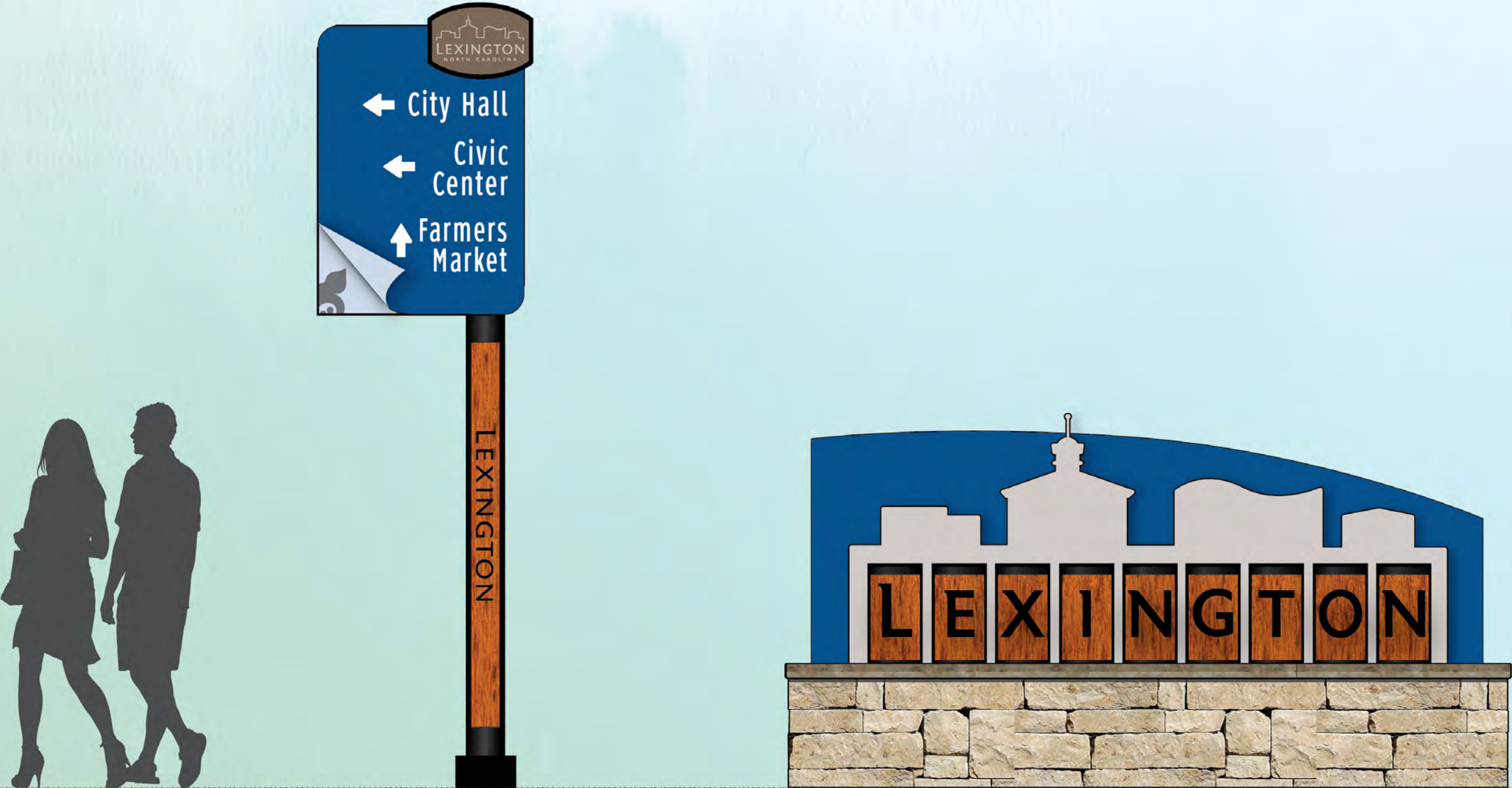
III.F. City of Lexington, NC
CASE STUDY: Gateway Banners & Signage



WAYFINDING
design • planning • fabrication • installation

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

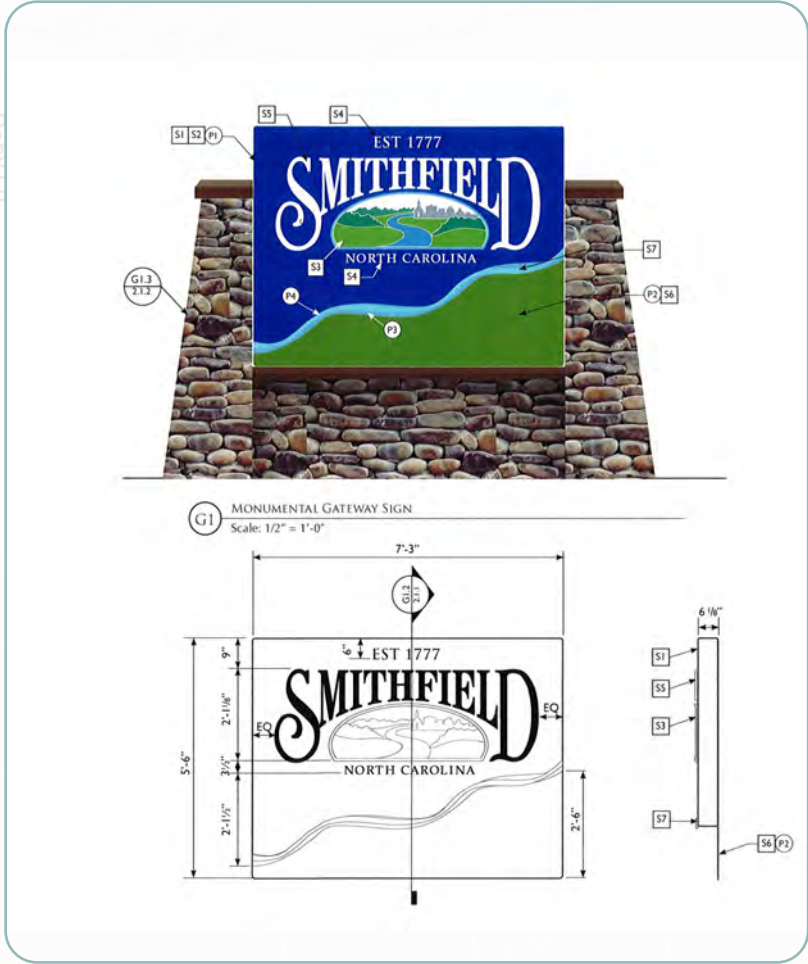


WAYFINDING
design • planning • fabrication • installation

Installation Photograph



Construction Drawing



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WAYFINDING
design • planning • fabrication • installation

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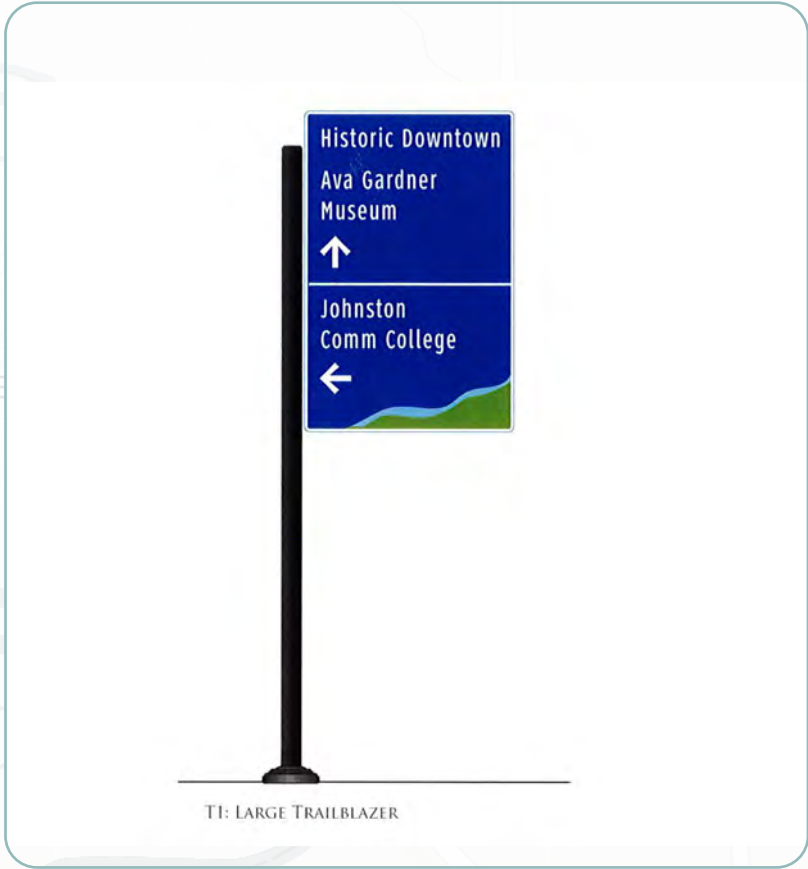
2525 distribution st
Charlotte, NC 28203

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

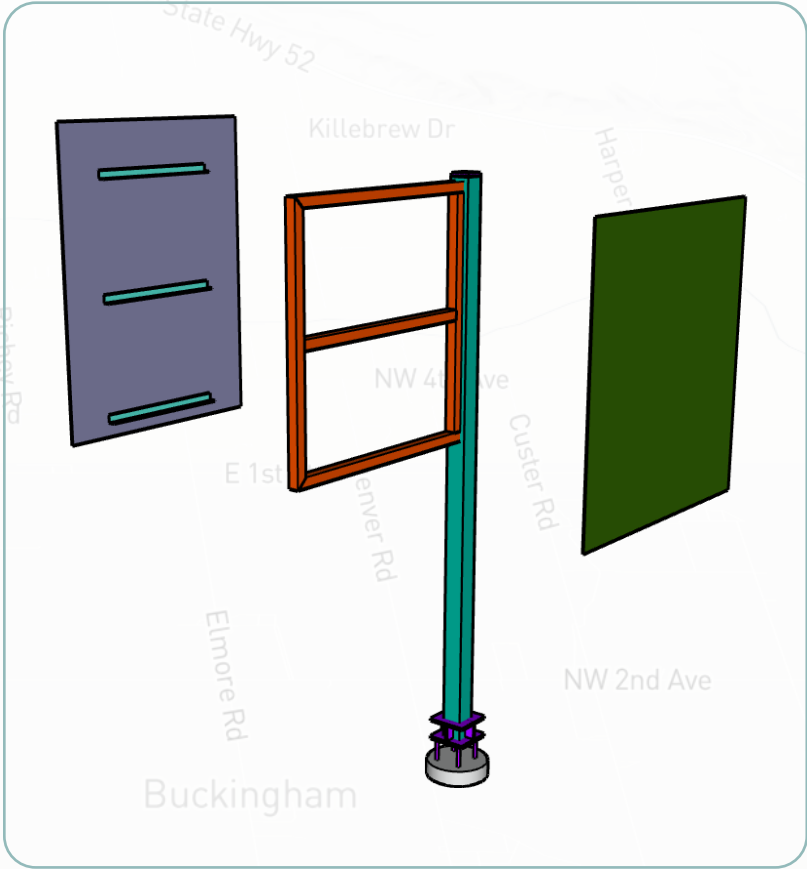
Installation Photograph



Design Intent Drawing



3D Structural Design Drawing





III.H. Town of Aberdeen, NC

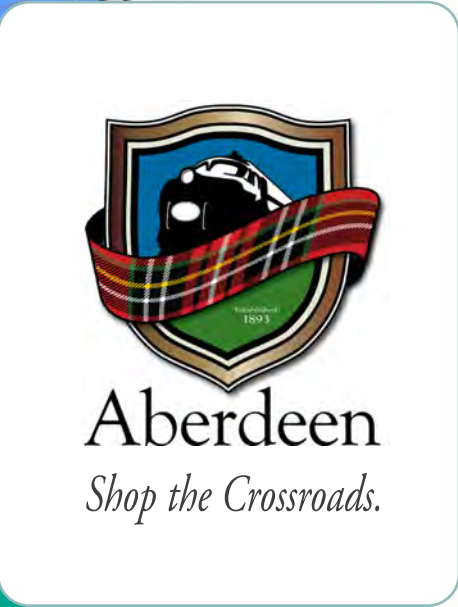
CASE STUDY: Signage & Streetscape

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.

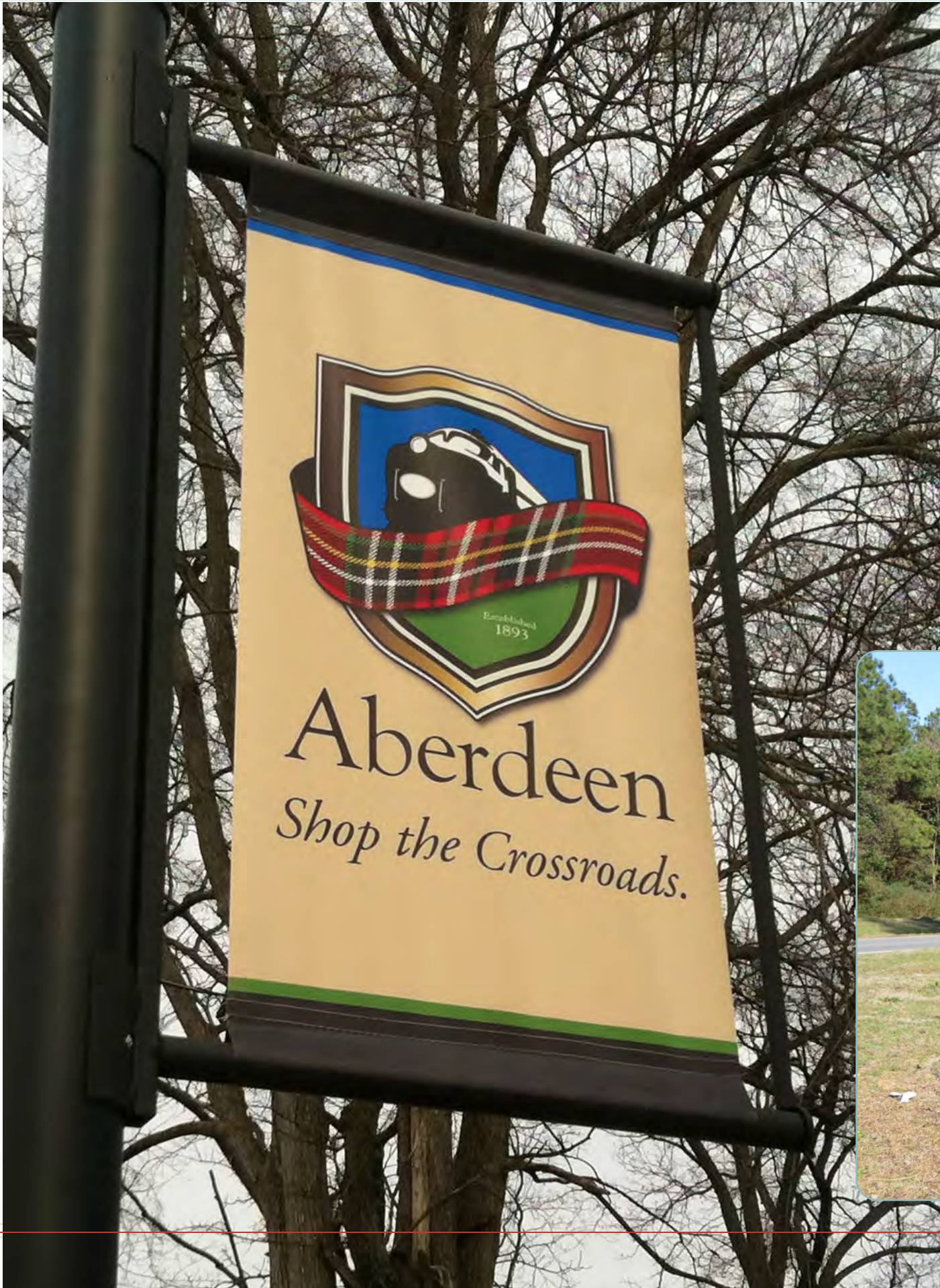
The new identity has created such a positive and exciting buzz within the region that the town was awarded the 2011 Annual Reindeer Run fund-raising event that took place in December of 2011.



WAYFINDING
design • planning • fabrication • installation

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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.



WAYFINDING
design • planning • fabrication • installation

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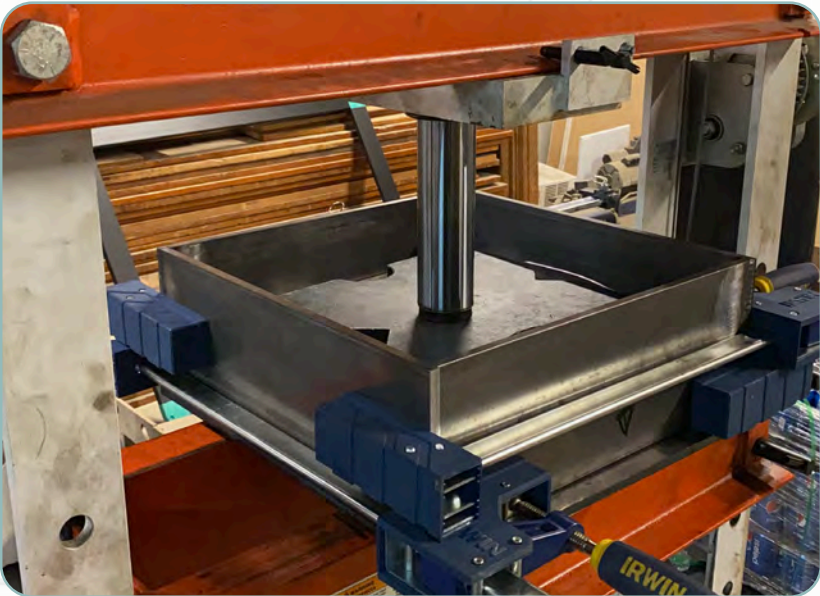
Installation Photograph



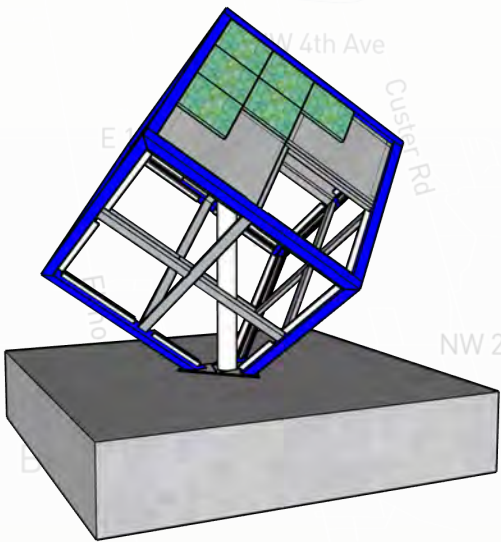
Tile Preparation



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



WAYFINDING
design • planning • fabrication • installation

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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



WAYFINDING
design • planning • fabrication • installation

Glen Nocik : Principal

c: 704.617.1044

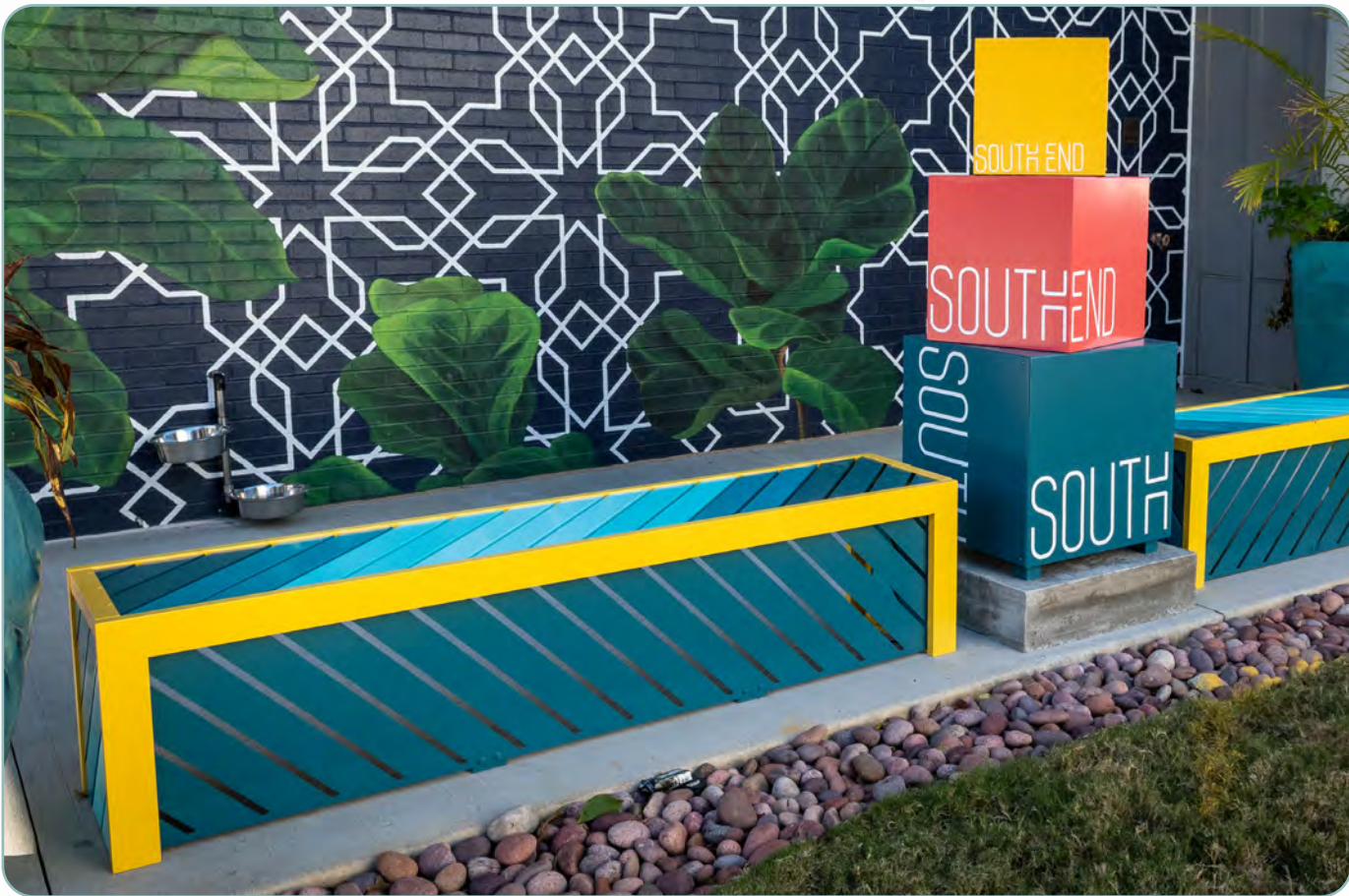
o: 704.910.0243

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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



WAYFINDING
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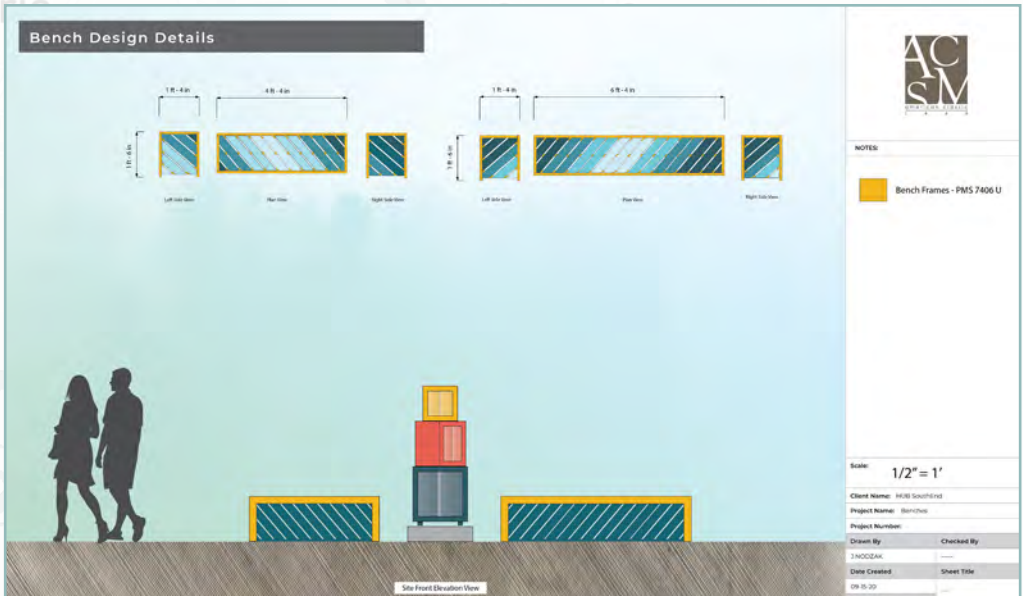
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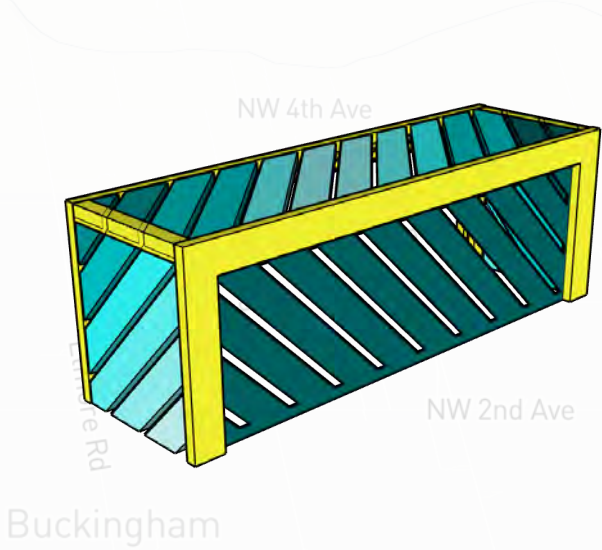
Community Library



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



WAYFINDING
design • planning • fabrication • installation

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Karen Tegan

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VII.A Project Approach

Overview



WAYFINDING

design • planning • fabrication • installation

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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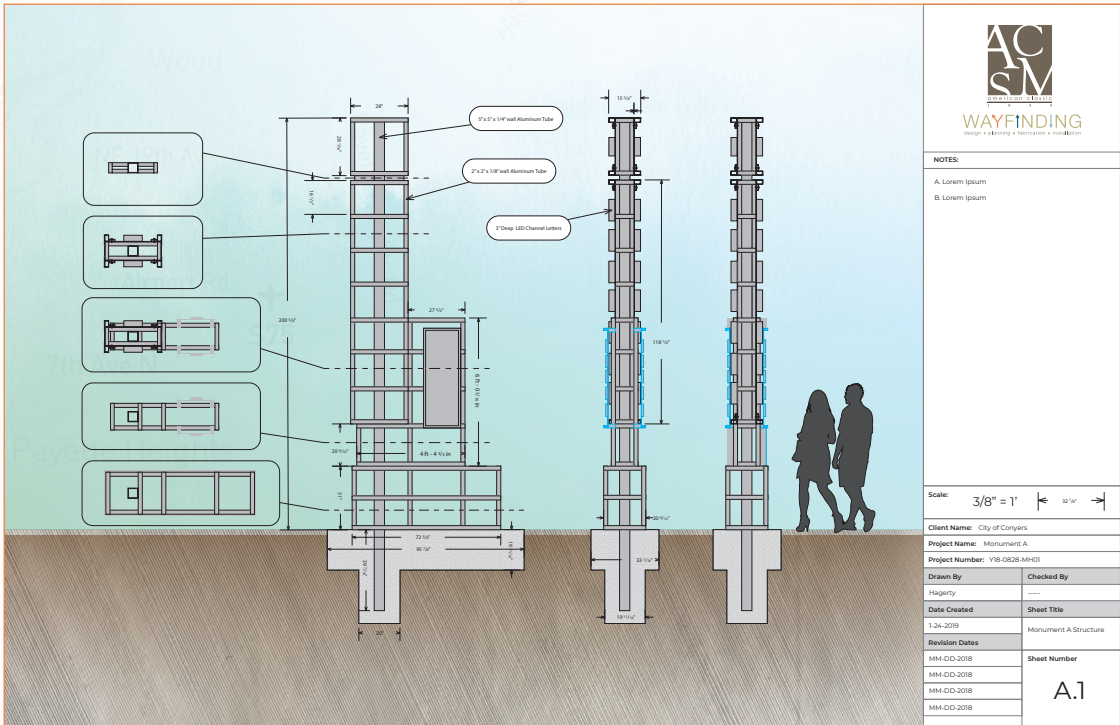
Charlotte, NC 28203

VII.B Project Approach
Example Documents

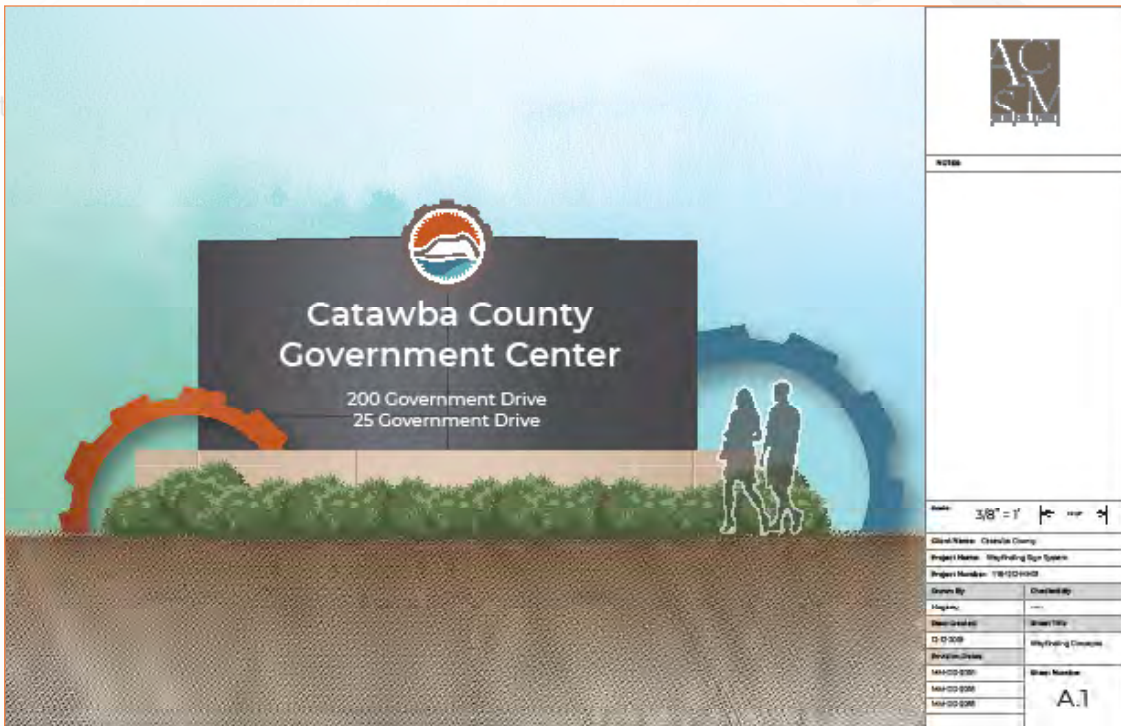
Pedestrian Sign Concepts



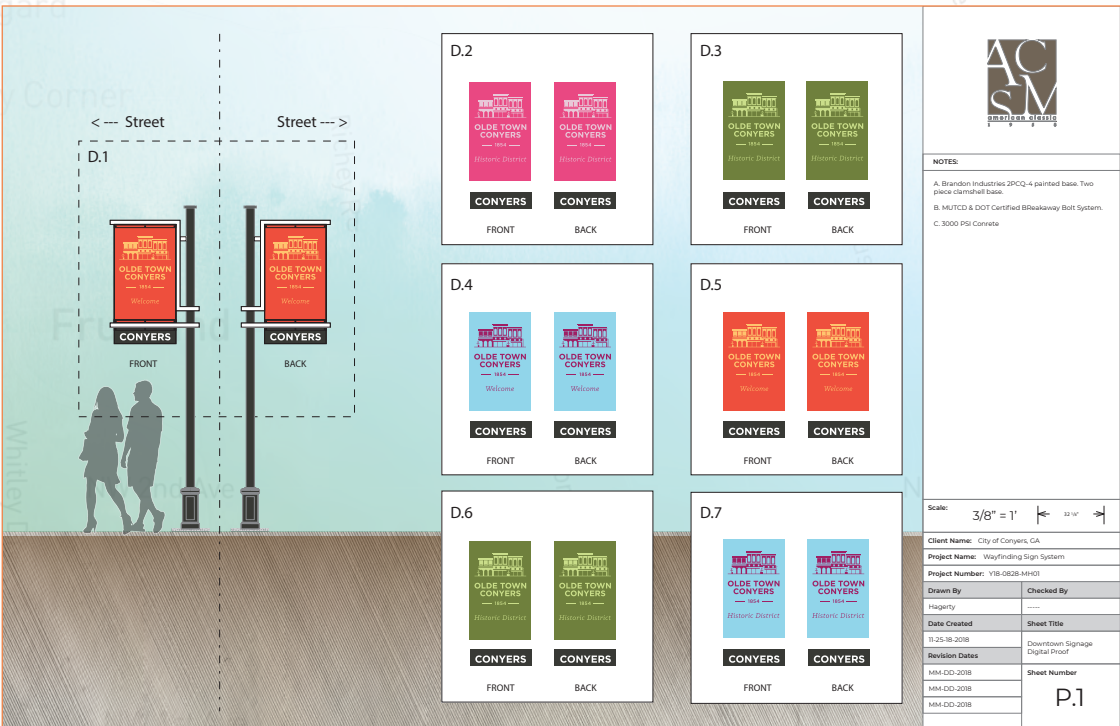
Engineering Drawing



Monument Sign Concepts



Sign Schedule Proof



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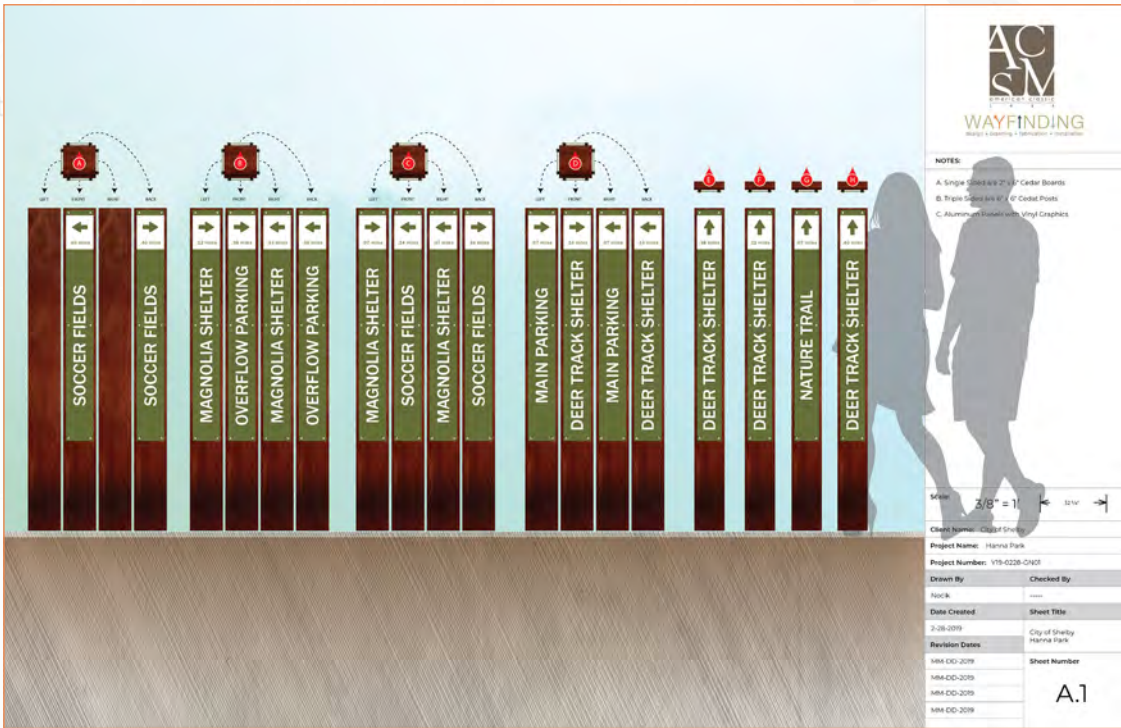
2525 distribution st
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VII.B Project Approach
Example Documents

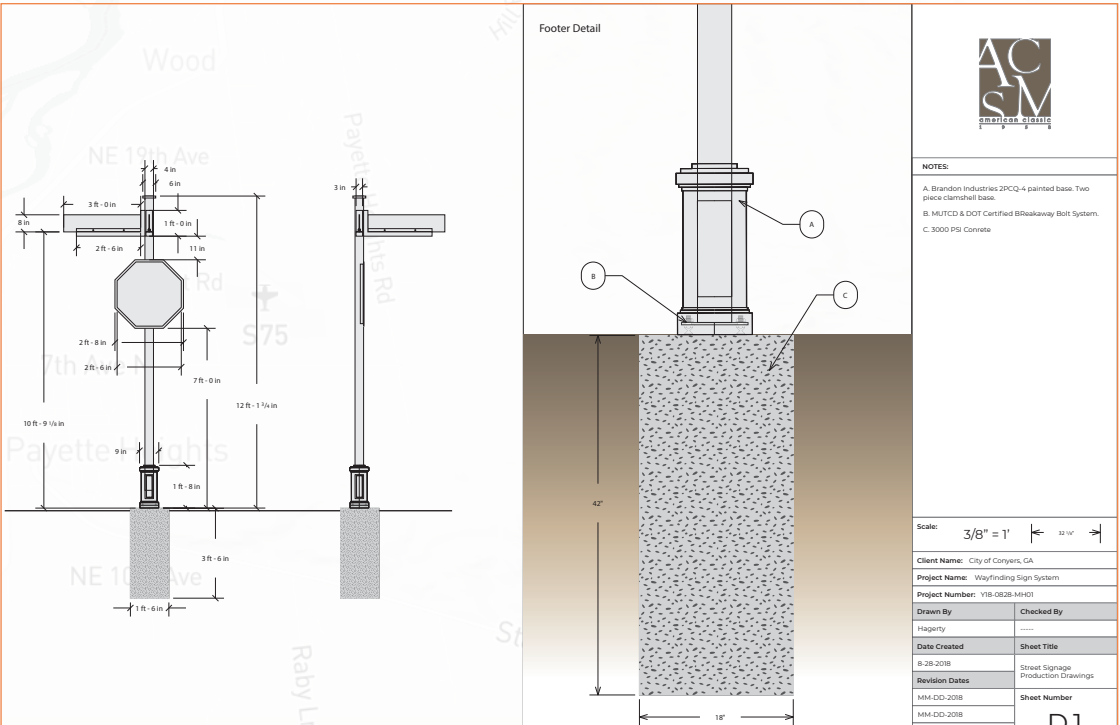
Sign Placement Map



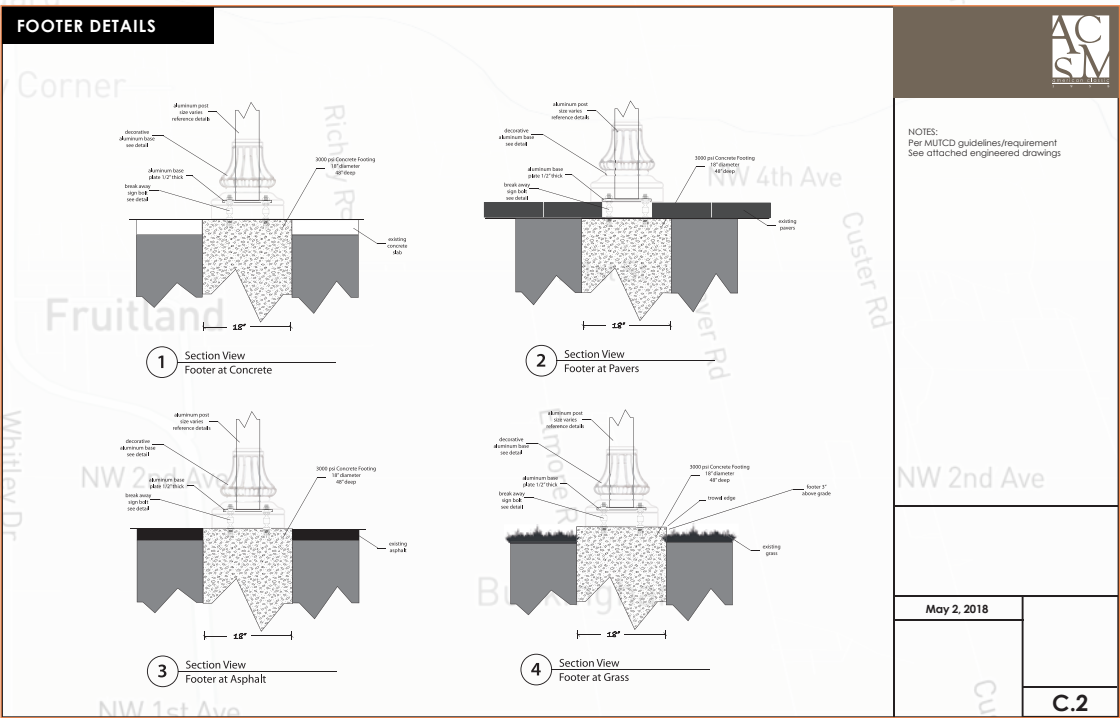
Trail Sign Placement Detail



Construction Drawing



DOT Packet - Breakaway Footer Detail



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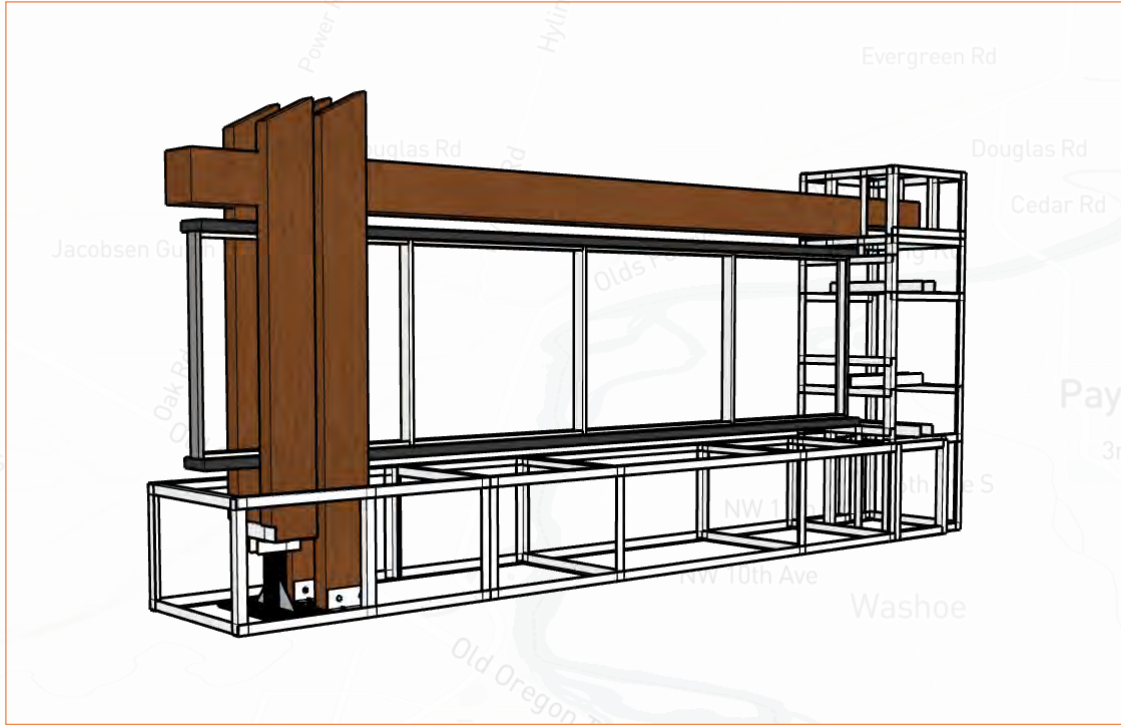
gnocik@acsminc.com

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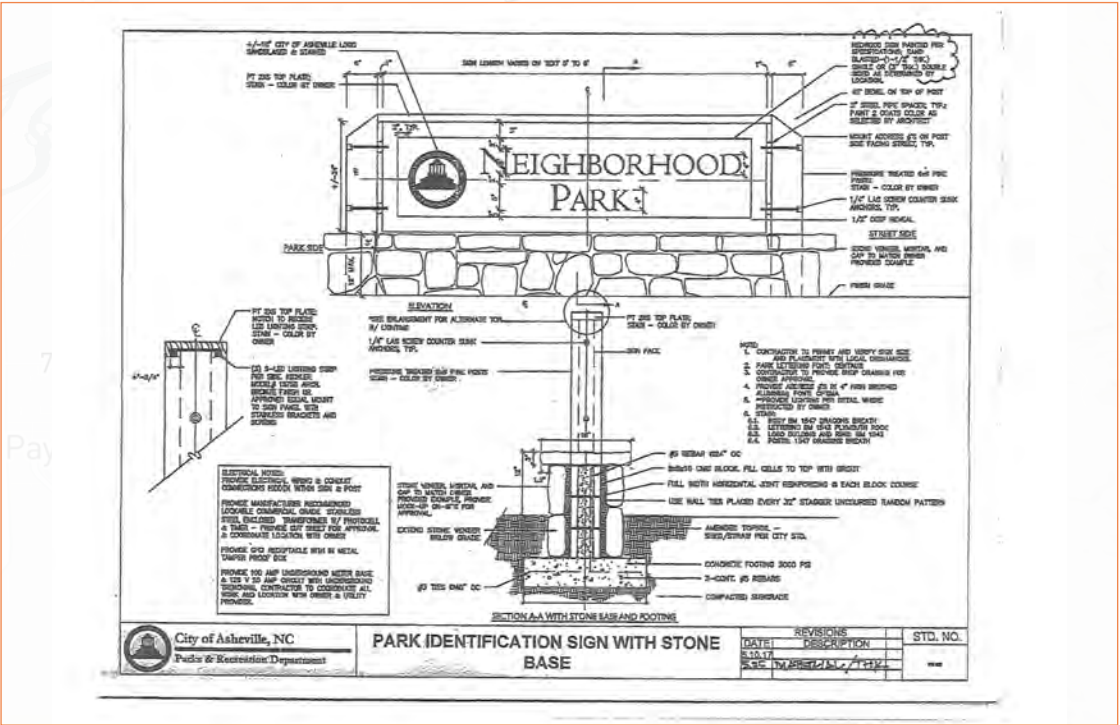
Charlotte, NC 28203

VII.B Project Approach
Example Documents

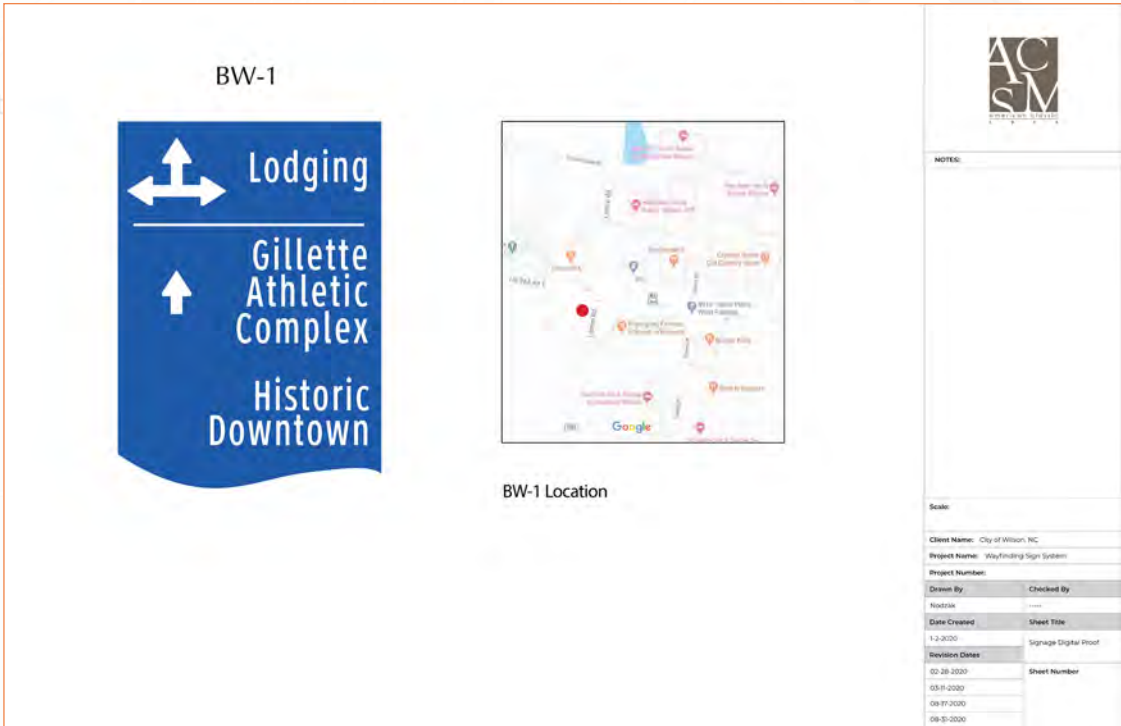
3D Structural Design



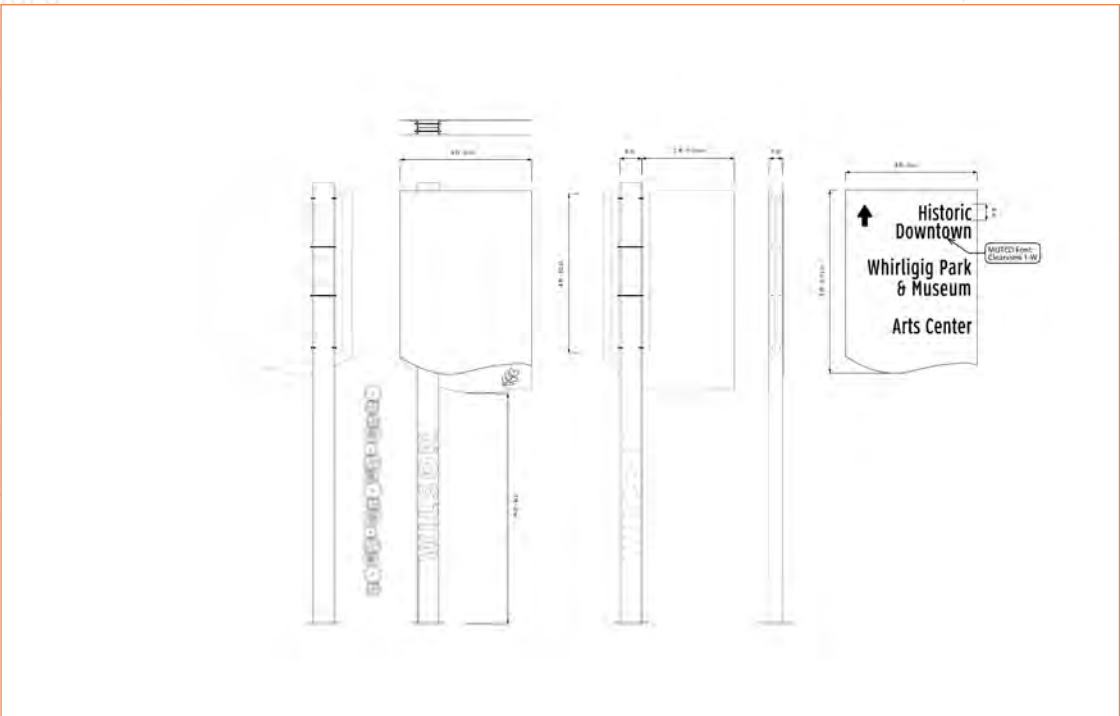
Monument Engineering Drawing



DOT Packet - Sign Detail & Placement



DOT Packet - Sign Dimensions



WAYFINDING
design • planning • fabrication • installation

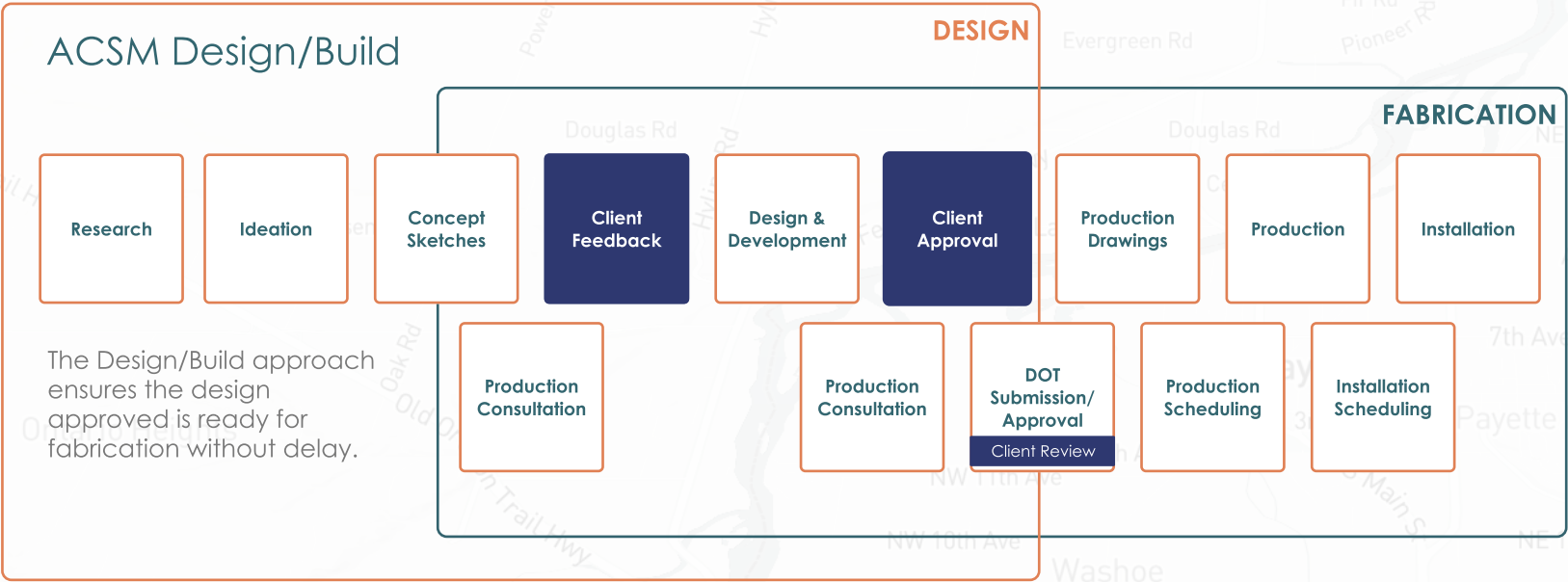
Glen Nocik : Principal
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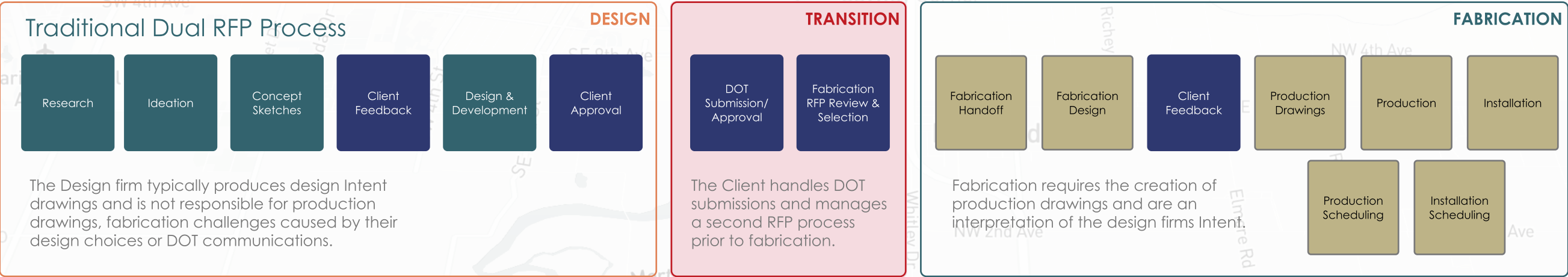
WAYFINDING
design • planning • fabrication • installation

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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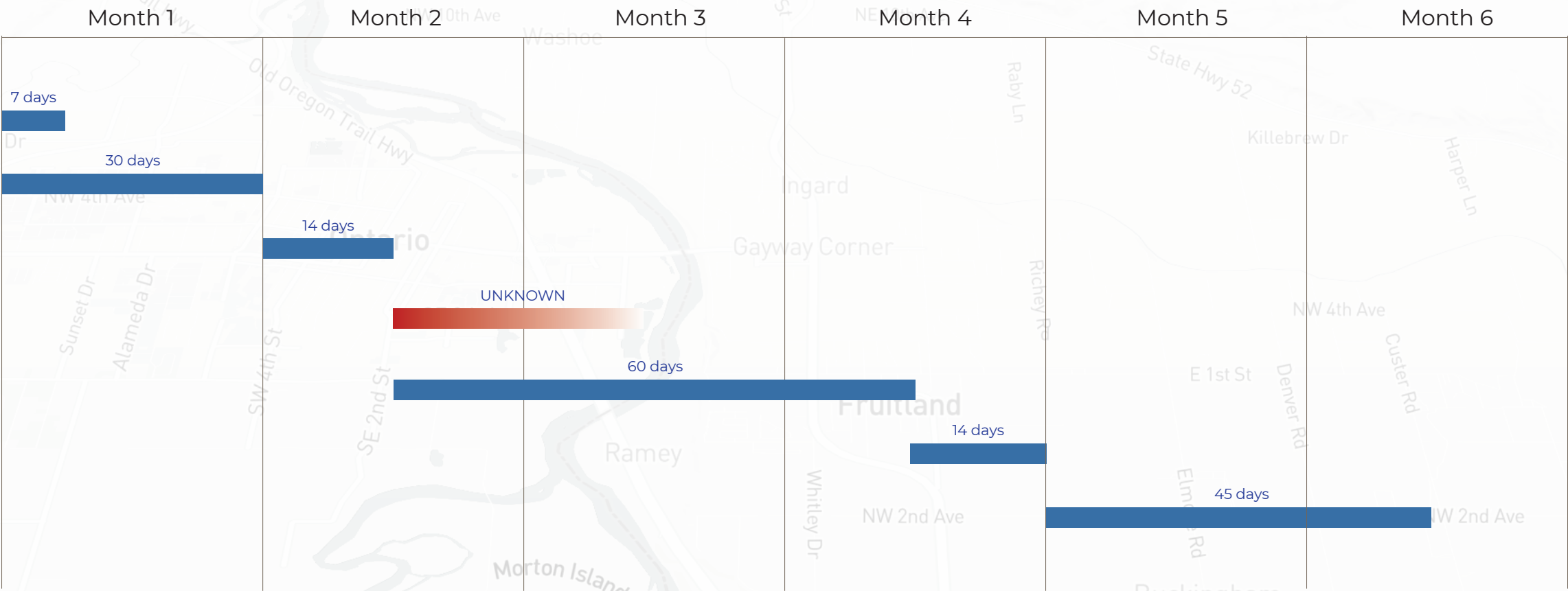
2525 distribution st

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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



WAYFINDING
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WAYFINDING
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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

Glen Nocik : Principal

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o: 704.910.0243

gnocik@acsminc.com

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Charlotte, NC 28203

EXHIBIT 1

ITB 04-2021-01

PRICING SUBMITTAL FORM

PRICING SUBMITTAL INSTRUCTIONS:

Offerors shall enter pricing and other required information for all Bid Items listed in this Pricing Submittal Form. If this Pricing Submittal Form is replaced by Addendum, Offerors shall use the Addendum form to provide pricing and other required information. If the Pricing Submittal Form is only modified by Addendum, Offerors shall follow the instructions in the Addendum for making modifications to the Pricing Submittal Form. Failure to supply the required information in the Pricing Submittal Form or subsequent Addenda may result in Bid rejection as non-responsive.

Use a per unit cost for production and installation.

Expec. # of signs	Sign Type	2021 Cost Per Unit for Fabrication and Installation	Inflation Rate 2022	Inflation Rate 2023
3	Monument Sign	\$24,279.00	2.5%	2.5%
2	Vehicular Directional Downtown	\$9,592.00	2.5%	2.5%
3	Vehicular Directional	\$5,995.00	2.5%	2.5%
6	Vehicular Directional	\$5,995.00	2.5%	2.5%
3	Pedestrian / Bike Trail Head	\$4,620.00	2.5%	2.5%
4	Pedestrian Walkable Downtown	\$6,413.00	2.5%	2.5%
3	Pedestrian Trail Marker	\$1,897.00	2.5%	2.5%
15	Viewpoint Stones	\$1,815.00	2.5%	2.5%
6	Neighborhood Signage	\$4,097.00	2.5%	2.5%

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:

\$145.00

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.

BIDDER NAME: ACSM Inc.

City of Ontario



Addendum 1 – Extension of Time

Invitation to Bid (ITB) No. 05-2021-01

Wayfinding Sign Fabrication & Installation

In light of the additional requirements of the revised Invitation to Bid No 05-2021-01, the due date for the bids is changed to June 15th to allow more time to meet the requirements of the ITB. The opening will be at 4 pm Mountain Time.

City of Ontario



Addendum 2 – Bid, Payment, a Performance Bonds

May 25, 2021

Invitation to Bid (ITB) No. 05-2021-01

Wayfinding Sign Fabrication & Installation

Because this project will be done in a phased approach it makes sense to only require the Bid, Payment, and Performance bonds to be in the amount of \$120,000 which is the amount ready to be spent for the first phase of fabrication and installation immediately upon award. If you submit one higher than that amount, you can amend it between now and the time of award. The minimum bond amounts will be for \$120,000, anything higher will be acceptable in terms of responsiveness to the ITB.



BID BOND RESULTS FORM

Return to Jeff McQuate
jmcquate@brunswickcompanies.com
330-865-4216

Contractor: ACSM, Inc.

Fax:
Phone: (704) 910-0243

Bid Date: 06/15/2021
Owner: City of Ontario

Project: Wayfinding Sign Fabrication & Installation

Bond Number: N/A
Bid Time: 4:00 PM?

	Contractor	Bid Amount
1st:	_____	\$ _____
2nd:	_____	\$ _____
3rd:	_____	\$ _____

If you are not one of the three lowest bidders, please list
your bid amount.

\$ _____

_____ DID NOT BID

EXHIBIT 2

City of Ontario Bid Security Form
STANDARD PUBLIC IMPROVEMENT CONTRACT

BID BOND

We, ACSM, Inc., as "Principal,"
(Name of Principal)

and Old Republic Surety Company, an Wisconsin Corporation,
(Name of Surety)

authorized to transact Surety business in Oregon, as "Surety," hereby jointly and severally bind ourselves, our respective heirs, executors, administrators, successors and assigns to pay unto the City of Ontario ("Obligee") the sum of
(\$ 10%)

Ten percent of the total amount bid. dollars.

WHEREAS, the condition of the obligation of this bond is that Principal has submitted its proposal or bid to an agency of the Obligee in response to Obligee's procurement document No. 02-2021-01 for the project identified as:
Ontario Wayfinding Fabrication and Installation Project which proposal or bid is made a part of this bond by reference, and Principal is required to furnish bid security in an amount equal to ten (10%) percent of the total amount of the bid pursuant to the procurement document and ORS 279C.365(4) for competitive bidding or 279C.400(5) for competitive proposals.

NOW, THEREFORE, if the proposal or bid submitted by Principal is accepted, and if a contract pursuant to the proposal or bid is awarded to Principal, and if Principal enters into and executes such contract within the time specified in the procurement document and executes and delivers to Obligee its good and sufficient performance and payment bonds required by Obligee, as well as any required proof of insurance, within the time fixed by Obligee, then this obligation shall be void; otherwise, it shall remain in full force and effect.

IN WITNESS WHEREOF, we have caused this instrument to be executed and sealed by our duly authorized legal representatives this 15th day of June, 2021.

PRINCIPAL: ACSM, Inc.

By [Signature]
Signature

President
Official Capacity

Attest: [Signature]
Corporation Secretary

SURETY: Old Republic Surety Company

BY ATTORNEY-IN-FACT:

Todd A. Stein
Name

[Signature]
Signature

445 S. Moorland Rd., Suite #200
Address

Brookfield, WI 53005
City State Zip
262-797-2640 orsurety.com
Phone Fax



OLD REPUBLIC SURETY COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint: **TODD A STEIN, MARK G LEVINSON, KELLEY J. WISOR, JEFF MCQUATE of CLEVELAND, OH**

Its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, *(other than ball bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, asbestos abatement contract bonds, waste management bonds, hazardous waste remediation bonds or black lung bonds)*, as follows:

ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

- (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
- (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
- (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 31st day of March 2020

Karen J. Haffner
Assistant Secretary



OLD REPUBLIC SURETY COMPANY

Alan Pavlic
President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 31st day of March 2020, personally came before me, Alan Pavlic and Karen J Haffner, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



Kathryn R. Pearson
Notary Public

My Commission Expires: September 28, 2022

(Expiration of notary's commission does not invalidate this instrument)

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

27-1179



Signed and sealed at the City of Brookfield, WI this

15th day of June 2021
Karen J. Haffner
Assistant Secretary

OLD REPUBLIC SURETY COMPANY
OF BROOKFIELD, WISCONSIN

STATUTORY FINANCIAL STATEMENT AS OF DECEMBER 31, 2020

ADMITTED ASSETS

Bonds	\$96,406,431
Common stocks	47,080,094
Cash and cash equivalents	2,338,525
Premiums and agents' balances in course of collection (not over 90 days)	4,929,292
Amounts recoverable from reinsurers	40,255
Investment income due and accrued	812,902
Net deferred tax asset	919,407
Receivables from parent, subsidiaries and affiliates	1,690,803
TOTAL ADMITTED ASSETS	\$154,817,708

LIABILITIES AND SURPLUS

Losses	\$12,821,623
Loss adjustment expenses	6,578,613
Commissions payable, contingent commissions and other similar charges	2,746,700
Other expenses (excluding taxes, licenses and fees)	4,612,242
Taxes, licenses and fees (excluding federal income taxes)	589,161
Current federal income taxes	518,519
Unearned premiums	41,948,982
Advance premium	284,169
Ceded reinsurance premiums payable (net of ceding commissions)	2,509,653
Amounts withheld or retained by company for account of others	24,638
Drafts outstanding	22,999
Payable to parent, subsidiaries and affiliates	53,759
Other liabilities	16,530
TOTAL LIABILITIES	\$72,727,588
Common capital stock	2,900,000
Gross paid in and contributed surplus	16,534,036
Unassigned funds (surplus)	62,656,084
SURPLUS AS REGARDS POLICYHOLDERS	\$82,090,120
TOTAL LIABILITIES AND SURPLUS	\$154,817,708

Securities carried at \$3,294,237 are deposited with States or Other Authorities as required by law.

STATE OF WISCONSIN)
)SS
COUNTY OF WAUKESHA)

Alan P. Pavlic, President/Chief Operating Officer, and Karen J. Haffner, Treasurer/SVP of Old Republic Surety Company of Brookfield, Wisconsin being duly sworn, each for himself, deposes and says that they are the above described officers of the said company, and that on the 31st day of December, 2020, the company was actually possessed of the assets set forth in the foregoing statement and that such assets were available for the payment of losses and claims and held for the protection of its policyholders and creditors, except as here-in-before indicated, and that the foregoing statement is a correct exhibit of such assets and liabilities of the said company on the 31st day of December, 2020, according to the best of their information, knowledge and belief, respectively.

Alan P. Pavlic
Alan P. Pavlic, President/COO
Karen J. Haffner
Karen J. Haffner, Treasurer/SVP

Sworn to and subscribed before me this 15th day of March, 2021.

Deborah L. Voigts
Notary Public, State of Wisconsin
My Commission expires: July 31, 2023



FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM

PROJECT NAME: Wayfinding Sign Fabrication & InstallationBID #: 05-2021-01 CLOSING: Date: 6/15/21 Time: 4:00 PM

This form must be submitted at the location specified in the Invitation to Bid on the advertised Closing date or within two working hours after the advertised Closing time.

List below the name of each subcontractor that will be furnishing labor or will be furnishing labor and materials and that is required to be disclosed, the category of work that subcontractor will be performing and the dollar value of the subcontract. Enter "NONE" if there are no subcontractors that need to be disclosed. (ATTACH ADDITIONAL SHEETS IF NEEDED.)

SUBCONTRACTOR NAME	CATEGORY OF WORK	DOLLAR VALUE
<u>None</u>	<u></u>	\$ <u></u>
<u>}</u>	<u></u>	\$ <u></u>
<u>}</u>	<u></u>	\$ <u></u>
<u>}</u>	<u></u>	\$ <u></u>
<u></u>	<u></u>	\$ <u></u>

Failure to submit this form by the disclosure deadline will result in a nonresponsive bid. A nonresponsive bid will not be considered for award.

Form submitted by (bidder name): ACSM, Inc.Contact name: Glen Nocik Phone no.: 704.910.0243

SECTION G - CONSTRUCTION CONTRACTORS BOARD (CCB) REGISTRATION REQUIREMENTS / ASBESTOS ABATEMENT LICENSING REQUIREMENTS / JOINT VENTURE - PARTNERSHIP DISCLOSURE**G.1 CCB REQUIREMENTS**

(1) Offerors shall be licensed with the State of Oregon Construction Contractors Board (CCB) prior to bidding on Public Improvement Contracts. FAILURE TO COMPLY WITH THIS REQUIREMENT SHALL RESULT IN BID REJECTION.

(2) All subcontractors participating in the project shall be similarly registered with the Construction Contractors Board at the time they propose to engage in subcontract work. The CCB registration requirements apply to all public works contracts unless superseded by federal law.

Offerors SHALL provide their Construction Contractors Board (ORS 701.055) registration number below:

CONSTRUCTION CONTRACTORS BOARD REGISTRATION NO.: 237252

EXPIRATION DATE OF CCB NO.: August 2023

G.2 ASBESTOS ABATEMENT LICENSING REQUIREMENTS

An asbestos abatement license under ORS 468A.720 will not be required of the Contractor or its subcontractors.

G.3 JOINT VENTURE/PARTNERSHIP DISCLOSURE

The Offeror shall disclose whether the Offer is submitted by either a partnership or joint venture.

NO: X YES: _____

If yes, the Offeror shall provide the name of the contact person for the partnership or joint venturer.

Name: _____

SECTION H - ADDENDA ACKNOWLEDGEMENT

(1) CITY reserves the right to make changes to the Invitation to Bid and the resulting Contract, by written Addenda, prior to the Closing time and date. Addenda will be advertised on the ORPIN System. CITY is not responsible for an Offerors failure to receive notice of Addenda if such are advertised in the foregoing manner. Addenda shall only be issued by CITY and upon issuance are incorporated into the Invitation to Bid or the resulting Contract.

(2) By Offeror's signature in Section O it ACKNOWLEDGES, AGREES and CERTIFIES TO THE FOLLOWING:

If any Addenda are issued in connection with this ITB, Offeror has received and duly considered such Addenda, and has completed the blanks below identifying all Addenda issued, and acknowledging and agreeing to the terms of all such Addenda as those terms revise the terms, conditions, Plans and Specifications of this ITB.

ADDENDA: No. 1 to No. 2 inclusive.

SECTION I - RESPONSIBILITY INQUIRY/CONTRACTOR REFERENCES & ESB UTILIZATION

The State reserves the right, pursuant to ORS 279C.375(3) and OAR 125-249-0390 to investigate and evaluate, at any time prior to award and execution of the Contract, the apparent successful Offeror's responsibility to perform the Contract. Submission of a signed Offer shall constitute approval for the City to obtain any information the State deems necessary to conduct the evaluation. The City shall notify the apparent successful Offeror, in writing, of any other documentation required, which may include, but is not limited to, recent profit-and-loss history; current balance statements; assets-to-liabilities ratio; including number and amount of secured versus unsecured creditor claims; availability of short and long-term financing; bonding capacity; credit information; material; equipment; facility and personnel information; performance record of Contract performance; etc. Failure to promptly provide this information shall result in Offer rejection. The City may postpone the award of the Contract after announcement of the apparent successful Offeror in order to complete its investigation and evaluation. Failure of the apparent successful Offeror to demonstrate responsibility, as required under ORS 279C.375(3) and OAR 125-249-0390, shall render the Offeror non-responsible and shall constitute grounds for Offer rejection, as required under ORS 279C.375(3) and OAR 125-249-0440.

1. OFFEROR INFORMATION

Business Name: ACSM, Inc.
Owner(s) Name: Glen Nocik
Business Address: 2525 Distribution St
Charlotte, NC 28203
Telephone Number: 704.910.0243 Fax No.: _____
Email Address: gnocik@acsminc.com

Name of Public Works Bonding Company: Brunswick Companies
Address of Public Works Bonding Company: 5309 Transportation Blvd.
(street)
Cleveland, OH 44125
(city, state, zip)

Agent Name/Phone: Jeff McQuate 330-865-4216
Public Works Bond Number: _____

2. OFFEROR REFERENCES FOR COMPARABLE PROJECTS IN SIZE AND SCOPE

Offeror shall provide a list of three different project references with the Offer that can be contacted regarding the quality of workmanship and service that the Offeror provided on projects of comparable size and scope. Offeror shall submit this information using the form provided in this section or may use the Offeror's form. The list of three different project references shall include the following information.

Project Reference #1

Name of Project: References are located in Bid Packet submitted
Project Location: _____
Project Date: _____
Firm Name for Contact Person #1: _____
Name of Contact Person #1: _____
Telephone Number for Contact Person #1: _____
Fax number for Contact Person #1: _____
Firm Name for Contact Person #2: _____

Name of Contact Person #2: _____

Telephone Number for Contact Person #2: _____

Fax number for Contact Person #2: _____

Project Reference #2

Name of Project: _____

Project Location: _____

Project Date: _____

Firm Name for Contact Person #1: _____

Name of Contact Person #1: _____

Telephone Number for Contact Person #1: _____

Fax number for Contact Person #1: _____

Firm Name for Contact Person #2: _____

Name of Contact Person #2: _____

Telephone Number for Contact Person #2: _____

Fax number for Contact Person #2: _____

Project Reference #3

Name of Project: _____

Project Location: _____

Project Date: _____

Firm Name for Contact Person #1: _____

Name of Contact Person #1: _____

Telephone Number for Contact Person #1: _____

Fax number for Contact Person #1: _____

Firm Name for Contact Person #2: _____

Name of Contact Person #2: _____

Telephone Number for Contact Person #2: _____

Fax number for Contact Person #2: _____

The references will be checked to determine if they are supportive of the Offeror's ability to meet the requirements of this ITB.

Offeror must provide references that can be contacted regarding the quality of workmanship and service provided to current and past customers.

The State reserves the right to choose and investigate any reference whether or not furnished by the Offeror, and to investigate past performance of any Offeror with respect to its successful performance of similar projects, compliance with specifications and contractual obligations, its completion or delivery of service on schedule, and its lawful payment of suppliers, subcontractors, and employees.

The State may postpone the award or execution of the Contract after the announcement of the apparent successful Offeror in order to complete its investigation. The State may reject a bid if, the opinion of the State, overall reference responses indicate inadequate performance.

The State will make three attempts to contact the references from the list provided by the Contractor.

Each reference contacted will be asked the same questions, including but not limited to the above factors, including: (1) quality of service; (2) delivery; (3) responsiveness to reported problems, including orders and billing; (4) how well Contractor met the terms of the contract; and (5) whether the reference would choose to hire the Contractor again.

Contractor's supervisor who is overseeing the work shall have experience on projects similar in both size and complexity and submit with the bid, references for three projects that were performed within the last three (3) years.

References provided for the Contractor's supervisor may be the same three (3) references that are provided for the Contractor.

The list of references will include the following information:

Name of Project
Project Location
Project Date
Firm Name for Contact Person #1
Name of Contact Person #1
Telephone Number for Contact Person #1
Fax number for Contact Person #1
Firm Name for Contact Person #2
Name of Contact Person #2
Telephone Number for Contact Person #2
Fax number for Contact Person #2

Offeror must provide references with the bid that can be contacted regarding the quality of workmanship and service that the Contractor's supervisor provided on current and past projects of similar size and complexity.

3. SUBCONTRACTORS CERTIFIED UNDER ORS 200.055

Offeror will provide the company name(s) of any subcontractor that is certified under ORS 200.055 as a disadvantaged business enterprise, a minority-owned business, a woman-owned business, an emerging small business, or a business that a service-disabled veteran owns, that Offeror intends to utilize in the performance of this Contract.

Name: None

Name: _____

Name: _____

Name: _____

Name: _____

SECTION J - RECYCLED PRODUCTS

Vendors shall use recyclable materials to the maximum extent economically feasible in the performance of the Contract Work set forth in this document. ORS 279A.010(ii) provides as follows: "'Recycled product' means all materials, goods and supplies, not less than 50 percent of the total weight of which consists of secondary and post-consumer waste with not less than 10 percent of total weight consisting of post-consumer waste. 'Recycled product' also includes any product that could have been disposed of as a solid waste, having completed its life cycle as a consumer item, but otherwise is refurbished for reuse without substantial alteration of the product's form."

ORS 279A.010(u) provides as follows: "'Post-consumer waste' means a finished material which would normally be disposed of as solid waste, having completed its life cycle as a consumer item. 'Post-consumer waste' does not include manufacturing waste."

ORS 279A.010(jj) provides as follows: "'Secondary waste materials' means fragments of products of finished products of a manufacturing process which has converted a virgin resource into a commodity of real economic value, and includes post-consumer waste, but does not include excess virgin resources of the manufacturing process. For paper, 'secondary waste materials' does not include fibrous waste generated during the manufacturing process such as fibers recovered from wastewater or trimmings of paper machine rolls, mill broke, wood slabs, chips, sawdust, or other wood residue from a manufacturing process."

ORS 279A.010(hh) provides as follows: "Recycled PETE" means post-consumer polyethylene terephthalate material."

By my signature in Section O, I, the undersigned duly authorized representative of the Offeror, hereby affirm that Offeror will comply with the above recycled products provisions.

SECTION K - RESIDENCY INFORMATION

OAR 125-249-0390 states "In determining the lowest responsive Bid, the State must add a percentage increase to the Bid of a nonresident Bidder equal to the percentage, if any, of the preference given to that Bidder in the state in which the Bidder resides."

"Resident Bidder" means a Bidder that has paid unemployment taxes or income taxes in this state during the 12 calendar months immediately preceding submission of the Bid, has a business address in this State, and has stated in the Bid whether the Bidder is a "resident Bidder".(OAR 125-246-0110)

"Non-resident Bidder" means a Bidder who is not a "resident Bidder" as defined above. (OAR 125-246-0110)

a. Check one: Bidder is a () Resident Bidder
(X) Non-resident Bidder

b. If a Resident Bidder, enter your Oregon business address: _____

c. If a Non-resident Bidder, enter state of residency: North Carolina

FOREIGN CONTRACTOR: If the amount of the Contract exceeds ten thousand dollars (\$10,000), and if Contractor is not domiciled in or registered to do business in the State, Contractor shall promptly provide to the Oregon Department of Revenue all information required by that Department relative to the Contract. The State shall be entitled to withhold final payment under the Contract until Contractor has met this requirement.

SECTION L - CERTIFICATION OF COMPLIANCE WITH TAX LAWS

By my signature in Section O of this Contract, I, hereby attest or affirm under penalty of perjury: That I am authorized to act on behalf of the Contractor in this matter, that I have authority and knowledge regarding the payment of taxes, and that Contractor is, to the best of my knowledge, not in violation of any Oregon Tax Laws. For purposes of this certification, "Oregon tax laws" are those tax laws imposed by ORS 320.005 to 320.150 and ORS 403.200 to 403.250 and ORS Chapters 118, 314, 316, 317, 318, 321 and 323; the elderly rental assistance program under ORS 310.630 to 310.706; and any local tax laws administered by the Oregon Department of Revenue under ORS 305.620.

SECTION M - CERTIFICATION OF DRUG-TESTING LAW REQUIREMENTS

(1) Pursuant to OAR 125-249-0200, the Offeror certifies by its signature on these solicitation document forms that it has a Qualifying Drug Testing Program in place for its employees that includes, at a minimum, the following:

(a) A written employee drug testing policy, (b) Required drug testing for all new Subject Employees or, alternatively, required testing of all Subject Employees every 12 months on a random selection basis, and (c) Required testing of a Subject Employee when the Offeror has reasonable cause to believe the Subject Employee is under the influence of drugs.

(2) A drug testing program that meets the above requirements will be deemed a "Qualifying Employee Drug Testing Program." An employee is a "Subject Employee" only if that employee will be working on the Project job site.

(3) If awarded a Public Improvement Contract as a result of this solicitation, Offeror agrees that at the time of Contract execution it shall represent and warrant to the City that its Qualifying Employee Drug Testing Program is in place and will continue in full force and effect for the duration of the Public Improvement Contract. The City's performance obligation (which includes, without limitation, the City's obligation to make payment) shall be contingent on Contractor's compliance with this representation and warranty.

(4) If awarded a Public Improvement Contract as a result of this solicitation, Offeror also agrees that at the time of Contract execution, and as a condition to City's performance obligation (which includes, without limitation, the City's obligation to make payment), it shall require each subcontractor providing labor for the Project to:

(a) Demonstrate to the Contractor that it has a Qualifying Employee Drug Testing Program for the subcontractor's Subject Employees, and represent and warrant to the Contractor that the Qualifying Employee Drug Testing Program is in place at the time of subcontract execution and will continue in full force and effect for the duration of the subcontract; or (b) Require that the subcontractor's Subject Employees participate in the Contractor's Qualifying Employee Drug Testing Program for the duration of the subcontract.

SECTION N - CERTIFICATION OF COMPLIANCE WITH NON-DISCRIMINATION LAWS

By my signature in Section O, I certify that I am authorized to act on behalf of Bidder in this matter and that Bidder has not discriminated and will not discriminate against any disadvantaged business enterprise, minority-owned business, women-owned business, emerging small business, or business that a service-disabled veteran owns, in obtaining any required subcontracts. Failure to do so shall be grounds for disqualification.

SECTION O - SIGNATURE OF BIDDER'S DULY AUTHORIZED REPRESENTATIVE

THIS BID MUST BE SIGNED IN INK OR DIGITALLY VERIFIED SIGNATURE BY AN AUTHORIZED REPRESENTATIVE OF THE BIDDER; ANY ALTERATIONS OR ERASURES TO THE BID MUST BE INITIALED IN INK BY THE UNDERSIGNED AUTHORIZED REPRESENTATIVE.

The undersigned acknowledges, attests and certifies individually and on behalf of the Bidder that:

- (1) He/she is a duly authorized representative of the Bidder, has been authorized by Bidder to make all representations, attestations, and certifications contained in this Bid and all Addenda, if any, issued.
- (2) Bidder, acting through its authorized representatives, has read and understands all Bid instructions, Specifications, Plans, terms and conditions contained in this Bid document (including all listed attachments and Addenda, if any, issued);
- (3) The Bid submitted is in response to the specific language contained in the ITB, and Bidder has made no assumptions based upon either (a) verbal or written statements not contained in the ITB, or (b) any previously-issued ITB, if any.
- (4) The City shall not be liable for any claims or be subject to any defenses asserted by Bidder based upon, resulting from, or related to, Bidder's failure to comprehend all requirements of the ITB.
- (5) The City shall not be liable for any expenses incurred by Bidder in preparing and submitting its Offer or in participating in the Offer evaluation/selection process.
- (6) The Bidder agrees to be bound by and comply with all applicable requirements of ORS 279C.800 through ORS 279C.870 and the administrative rules of the Bureau of Labor and Industries (BOLI) regarding prevailing wage rates.
- (7) The Offer was prepared independently from all other Bidders, and without collusion, fraud, or other dishonesty.
- (8) Bidder is bound by and will comply with all requirements, Specifications, Plans, terms and conditions contained in this Bid (including all listed attachments and Addenda, if any, issued);
- (9) Bidder will furnish the designated item(s) or service(s) in accordance with the Specifications, Plans and requirements, and will comply in all respects with the terms of the resulting Contract upon award;
- (10) Bidder represents and warrants that Bidder has the power and authority to enter into and perform the Contract and that the Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms; and
- (11) All affirmations and certifications contained in Sections J, K, L, M and N are true and correct.

Authorized Signature: _____

Title: _____

Contact Person (Type or Print): _____

Telephone Number: _____

Fax Number: _____

(704) 910-0243

() _____



**AGENDA REPORT
OLD BUSINESS
August 24, 2021**

To: Mayor and City Council

FROM: Adam J. Brown, City Manager

THROUGH: Adam J. Brown, City Manager

SUBJECT: SPRINT BOAT RACE

DATE: July 16, 2021

PROPOSED MOTION:

I MOVE THE CITY COUNCIL APPROVE THE CONTRACT BETWEEN THE CITY OF ONTARIO AND R&R PROMOTIONS LLC FOR HOSTING EVENTS ON THE AIRPORT GROUNDS WITH ALL PROCEEDS GOING TO THE AIRPORT FUND

SUMMARY:

City staff have been working with a promoter to bring a spring boat race series to the open space at the Ontario Airport. The revenue derived from this race will go the Airport Fund to sustain operations.

BACKGROUND:

The Council has listened to a proposal for a sprint boat race beginning in July and has asked staff to work with the promoter to see if we can come to an agreement and to see if the use of the airport property is a compatible use with other airport activities. Mr. Dillon, the promotor, has proposed to have three sprint boat races a year.

CURRENT SITUATION:

With feedback from the City Council, staff has been negotiating an agreement with Mr. Dillon to provide successful event that helps the Ontario Municipal Airport. With Council's feedback and Mr. Dillon's willingness to work with staff, we have made the following changes to the agreement.

Received a commitment of more share of the proceeds; the greater of \$3,000 or 4% of the gate fee per event.

Insurance has been adjusted to \$10 million aggregate liability insurance.

The promotor will be responsible for maintenance of grass areas within the 10 acre race and spectator area.

The promotor will not tie up the whole west side but he will get the first right of refusal for motorized events, not including the STOL drag that might be held on that side of the fence. He will not be able to encumber that side of the airport except on race days, preparation days, and cleanup days.

Other development may happen on the west side of the airport during the period of the agreement.

He will return the property to pre-event condition after contract.

Staff believes that the agreement will be advantageous for both the city and the promotor.

ANALYSIS:

- A. **STRATEGIC PLAN** The strategic plan supports the growth, use, and financial sustainability of the airport.
- B. **FINANCIAL** There should not be any costs to the city for these events. Costs will be born by Mr. Dillon's company. The City stands to gain at least \$3,000 or 4% of the gate fees, whichever is higher for each Sprint Boat Race, of which there are three contemplated for each year. This money will go to the airport to support the Council's goal to have a more financially sustainable airport.
- C. **TIMING** The promotor would like approval of the contract so he can move forward with earthwork and grass planting. The fall is the ideal time to plant the grass for the track. Mr. Dillon plans to hold three events beginning in the Spring of 2022.
- D. **POLICY/LEGAL** Only the Council has the authority to approve agreements.

ALTERNATIVES:

Take No Action: The City could miss out on revenues of at least \$9,000 per year.

RECOMMENDATION:

Staff recommends approval of the contract between R&R Promotions LLC and the City of Ontario.

ATTACHMENTS:

- 1. Ontario Speedway Sprint Boat Proposal
- 2. 2022 Ontario City Contractv6_8 19 2021



ONTARIO SPEEDWAY

185 acres of adrenaline

1345 Golf Course Road, Ontario, Oregon 97914

Event Director:
Ron Dillon,
(208) 573-4255

www.ontariospeedway.com



**Version #7, revised
August 19, 2021**

**1,000 horsepower USJSA
National Sprint Boat Races**

Initial, Sprint Boat Project Consultants:

1. **Norm Crume** – UTV racer, Ontario City Council member 2005-2020
2. **Jay Hysell** – Former Ontario Public Works and current city maintenance
3. **Chris Bowman** – USJSA President
4. **Jay Hartley** – Owner, Hartley Construction
5. **Dave Eyler** – Owner/Operator Golf Course hemp plant and laboratory
6. **Jeff Hinds** – GM, Redmond, Oregon Convention Center & Fairgrounds



**May 21, 2022
June 18, 2022
October 1, 2022**

ONTARIO SPEEDWAY

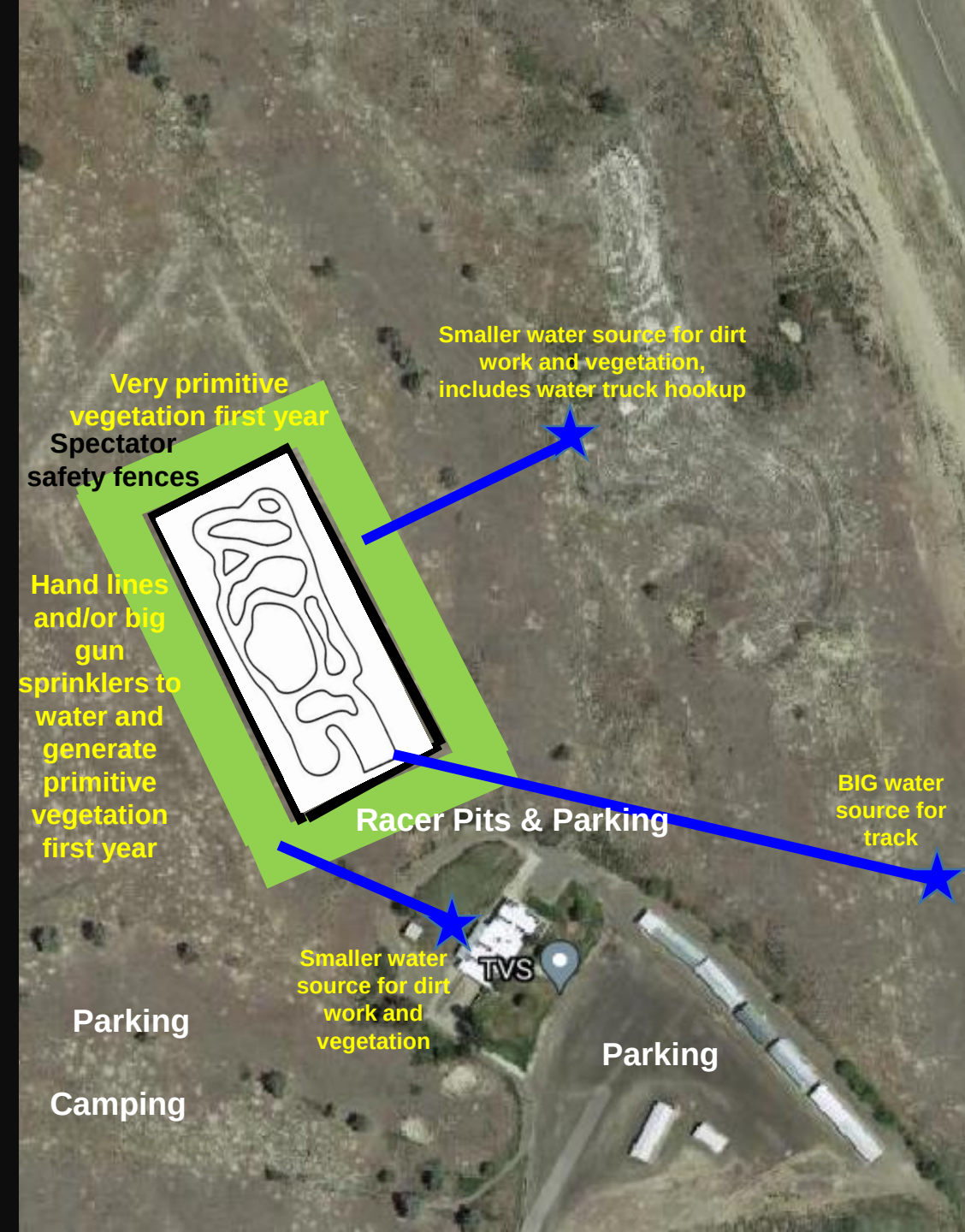
Executive Summary

Five minutes spent watching YouTube Videos will confirm that sprint boat racing is one of the wildest shows on earth, with crazy acceleration, frequent crashes, and noisy equipment. In theory there should be sprint boat races everywhere, but there are almost no tracks because of wetlands and environmental issues. Similar factors help drive motorcycle hillclimbs which is why the Big Nasty Hillclimb is the only event of its kind in Idaho and why it has pulled up to 13,200 spectators and 899 entries in some years.

From about 2000 to 2006, a sprint boat track operated next to the Snake River near the town of Marsing, Idaho. They ran one or two events annually and pulled crowds of as many as 5,000, but infighting between the track owners caused that facility to close and the Boise Valley has not had a sprint boat race since, even though several national-caliber racers live in the area.

There have been attempts over the years to bring sprint boat racing back to the region. The Big Nasty Hillclimb site, Clay Peak Cycle Park, and half a dozen other locations within 75 miles of Boise have all been examined over the last 15 years as possible new track sites, but every one had “deal-breaker” issues of one kind or another. We believe that the former Ontario Golf Course has the greatest potential of all to build and operate a track.

Time is of the essence. We think that it is critically important to come together and get a track operational for a September 24, 2021 event. WHY? The proposed 2022 events would be successful, but it would also serve as a critically-important stepping stone towards holding a World Championship event in 2023 that would bring in at least 5,000 spectators and racers from New Zealand, Australia and possibly Germany. Two of the decision makers on where the Worlds are held are part of the current proposal team. There MUST be at least one national event held before a venue can be considered to host the Worlds. Also Kettle Falls, Washington is in the middle of approving a new track on private property, a track that will probably hold their first event in the spring of 2022. Our vision is to build a better track than theirs in Ontario. In the following pages we will present two different approaches to getting the track built, quickly, so that we can held our first National event on May 21, 2022.



This is a brief SWOT Analysis for the project. This version does not consider every single scenario and contingency, but does try to touch on all of the obvious possibilities.

Brief SWOT Analysis:

Strengths

1. People are HUNGRY for adventure and fun right now. Most current events are doing very well.
2. Past sprint boat races 60 miles from Ontario at Marsing, Idaho , consistently pulled 2,000 to 4,000 attendees 15-20 years ago.
3. There are currently no other sprint boat tracks in Idaho or Oregon, so there is no market saturation.
4. Chris Bowman, USJSA President, lives locally.
5. Two, possibly three different wells are very close to proposed track site. Both single and three phase power are quite close also.
6. Track building would reduce amount of ground that city is paying weed control for.

Weaknesses

1. Sprint boat races have not been held near the Treasure Valley since 2010, so there is no initial guarantee that former fans will return, at least at the level that they used to at the Marsing track.
2. Venue needs track built, fencing installed, and grass watered, grown and maintained.
3. Golf course club house not available for use and it will either need some fencing and/or security.

Opportunities

1. World Championship will be bringing in racers from across the US as well as Australia, New Zealand, and possibly Germany to the United States in 2023. With the right track and lobbying, Ontario could be a strong contender to get one of these events which only happens every 5-6 years.
2. Things like a sprint boat and/or motorcycle race track could potentially be tied into the ongoing airport master plan. The airport in Redmond, Oregon, for example has a convention center, fairgrounds, and a number of other activities that are not directly aviation related, yet seem to compliment the airport quite well.

Threats

1. Kettle Falls, Washington, or other tracks might get World event instead of Ontario.
2. FAA might not view non-aviation related activities too kindly, although there used to be an adjacent golf course, and there is now a hemp processing operation. Proposed event(s) may not physically or philosophically fit into airport master plan well.
3. There is a possibility that on-site well water usage could be denied, or delayed.
4. There could be issues with onsite soil composition, (testing will confirm soil type shortly).

Given the short timelines that we are working with, 90 percent of the operation resources will go into track and safety fence construction, with the rest going to getting some baseline “greening” done in the spectator area. Either there will not be grandstands, or they will be rented or borrowed from a local school or rodeo event. Permanent structures can be built later, ideally so that infrastructure can tie into future venue components such as mud and sand drags and possibly a motorcycle oval dirt track.

One of our construction consultants advised at our last site visit NOT to utilize the existing pond into the sprint boat track, stating that it would actually increase costs to do it that way, thus the attached map shows a track location on level (more or less) ground.

It is going to be critical to get some water going ASAP for track building, that was heavily stressed at our last track building onsite visit. The thought has been to tie into the large, city run well that waters the grass airstrip, as the big water source for the racetrack fill and construction, where many hundreds of thousands of gallons of water will be needed. The smaller well that is tied into the golf course club house would be utilized to “green up” the spectator and sponsor areas via hand lines and sprinklers where only tens of thousands of gallons of water will be needed.

Sprintboat Timeline & Activities:

Operations Activities

1. July 21: Drill several test holes to confirm soil type prior to beginning track build.
2. August 24: Finalize operating agreement between City of Ontario and R&R Promotions LLC (Ron Dillon).
3. September 15: Track construction begins.
4. October 1: Track construction complete., including safety fencing and dirt contouring for spectator area.
5. October 30: Begin filling track with water.
6. October 30: Seed spectator area and begin watering to establish grass before winter sets in.
7. November 10: Test track with local racer(s).
8. First race happens Saturday, May 21, 2022.

Event Activities

1. August 25: Send out first press release on event and future of Ontario Speedway, meet with local chambers of commerce, and media. Start building facility awareness and branding.
2. August 25: Send out sponsor proposals and start beating the streets to locate potential partners. Rollout website, roll out social media.
3. November 10: racetrack test.
4. March 1: Finalize sponsor matrix and finalize all event materials.
5. May 1: Finalize staffing for wristband sales, parking, security and campground management.
6. May 15: Finalize volunteers
7. May 20-21, 2022: First event
8. May 25: First post-event evaluation.

It is extremely challenging to forecast revenues and expenses for a brand-new, first year event. But after doing as much due diligence as possible, I am fairly confident that these numbers are accurate to within 10 percent, given that we don't have an Act of God, such as a 80mph windstorm, or an act of terrorism, or something unforeseen. I have been an event producer for 41 years and I am long past the "If you build it, they will come" stage. But, as stated earlier, the Marsing track did quite well and did not end due to economic factors. The Big Nasty Hillclimb, which has a number of similarities to the sprint boat race, pulled 2,500 spectators its very first year, and 4,500 its second year. The single biggest revenue stream for this event is ticket sales, for which I have forecast raising \$87,500 via 3,000 total tickets sold. The biggest year at the Big Nasty sold over \$110,000 on ticket sales, (substantially lower priced tickets there than at this event) and it has had a number of years that it has sold at least \$75,000 in tickets. The very large, lion's share of expenses are first-year start ups: track build, safety fence build and water system build.

2022 Ontario Sprint Boat Race P&L (based on built track and 3 events: May, June & September)				
Expenses for 3 events			Revenue for 3 events	
3	Race Official Lodging	\$600.00		
4	full build track (1 time expense) and announcing tower	\$45,000.00	online ticket sales \$25 X 3000	\$ 75,000.00
5	35 toilets (rental \$4,000 X 3)	\$ 12,000.00	On-site ticket sales \$30 X 7000	\$ 210,000.00
6	Social Media ads (paid boosting) Newspaper & Radio	\$ 15,000.00		\$ -
7	Track Maintenance	\$ 10,000.00	On-line camping \$25 X 300	\$ 7,500.00
8	USJSA fee, includes announcer, primary insurance, pro purse and scoring	\$ 22,500.00	On-site camping \$30 X 300	\$ 9,000.00
9	Dumpsters	\$ 900.00		
10	Secondary Liability Insurance	\$ 3,000.00		
11	Copies, Signs & Banners, camping decals, printing	\$ 1,500.00	Sponsorship \$30k+\$30K+15k	75000
12	Office Supplies, (toner, memory sticks, laminating supplies, cashier supplies, paper, tape, film, etc.	\$ 300.00	Food & Beer Sales Commission	10000
13	All Credit Card Fees	\$1,500	Merchandise Sales	5000
14	Wristbands	\$ 400.00		
15	URL fee	\$ 50.00		
16	Fuel	\$1,500.00		
17	Sound System	\$ 5,000.00	total projected revenues in 2022	\$391,500
18	Fencing Materials	\$ 30,000.00	total projected expenses in 2022	\$247,890.00
19	irrigation pipe, fittings	\$ 10,000.00		
20	sprinklers	\$ 5,000.00	Event Net for 3 races in 2022	\$ 143,610.00
21	Trophies	\$1,500.00		
22	Electricity	\$ 12,000.00		
23	Medical (Ambulance with 2 EMTs)	\$ 3,600.00		
24	announcer	\$ 3,000.00		
25	City facility rental fee (\$3,000 X 3) OR \$285,000 X 4% = \$11,400	\$9,000		
26	Constant Contact, monthly e-mail fees (2 months)	\$390		
27	lights and electrical work	\$ 35,000.00		
28	Paid Staff	\$ 9,000.00		
29	security	\$ 3,000.00		
30	Postage	\$ 150.00		
31	Website Maintenance	\$ 1,000.00		
32	Misc.	\$6,000		
33	Total Expenses for 3 events in 2022	\$247,890.00		

HOW TO PAY FOR IT – The Private Sector Foots the Bill

The event producer follows the spreadsheet, paying for labor and materials as they go, via ticket sales and sponsor dollars.

Risk to the city – Low

Risk to the promoter – High

Financial Return to the city – None year one

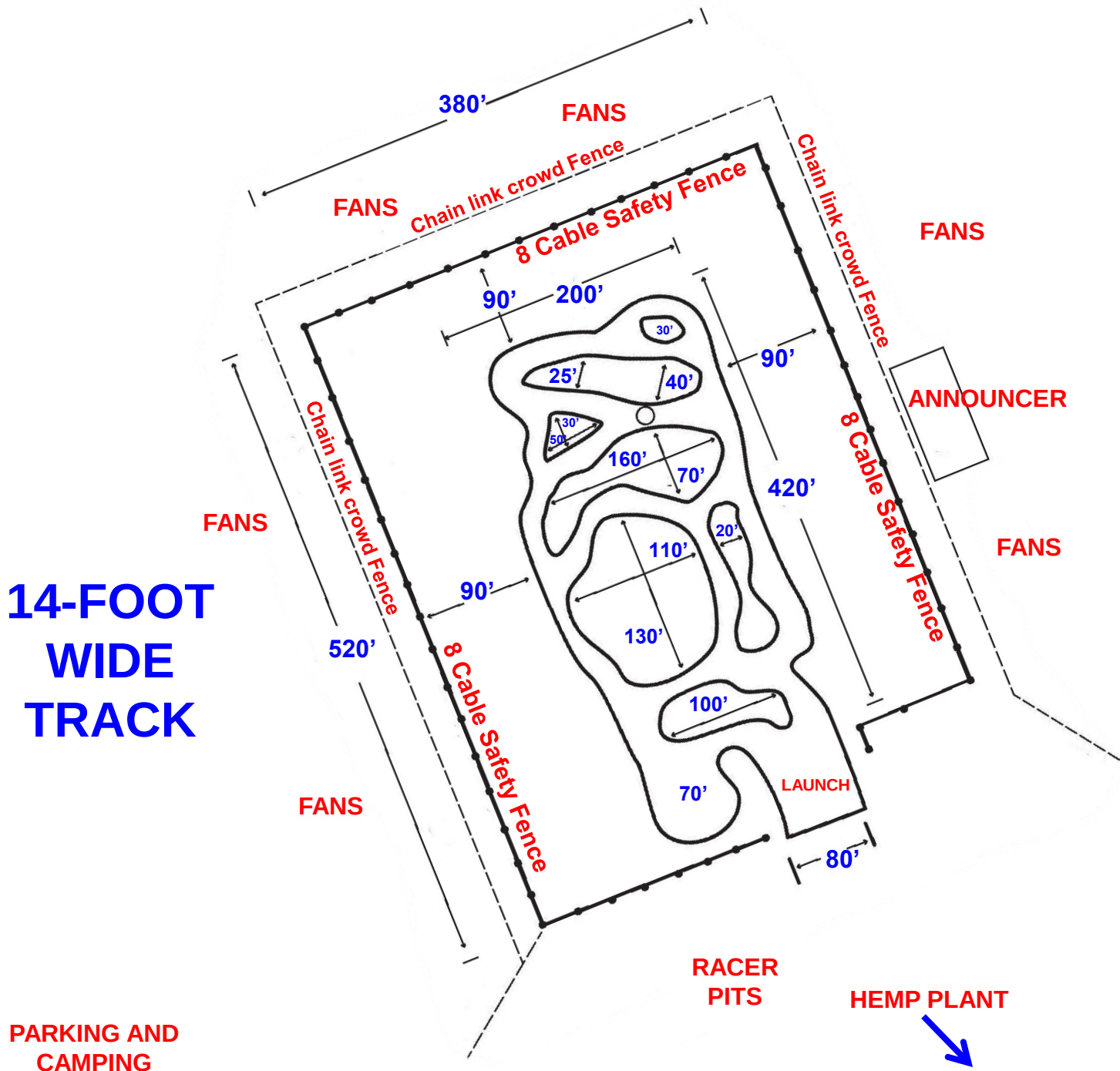
Cost to the city – Nothing

Event producer questions to the city. Can the city help us lower or eliminate costs on the following:

1. Fencing materials
2. Water pipe and fittings
3. Dumpsters
4. Portable Toilets
5. Portable bleachers
6. Light poles (at least 35 long, wood or metal)
7. Equipment (dozer, backhoe, trackhoe, water truck)
8. Hand lines (portable water lines and sprinklers)

Utilizing private business partnerships is how we plan to get the track built. It is a given that this is city property and will continue to be owned by the city for the foreseeable future. So, like in the case of the Big Nasty Hillclimb, which has done some huge infrastructure improvements on private property which it does not own. Ontario will be left with a world-class sprint boat racing facility, which I am envisioning leveraging into other future events at Ontario Speedway such as: mud bogs, motorcycle flat track and UTV 4-wheeler racing.

**14-FOOT
WIDE
TRACK**



Here is a poster draft for the three events slated for 2022. Sponsors shown are fictional.

May 20-21 June 17-18
Sept 30-Oct 1, 2022

ONTARIO SPEEDWAY 

 1345 Golf Course Rd.,
Ontario, Oregon 97914



Come smell the methanol at Oregon's ONLY sprint boat races.



 MOTHER'S
AEROSPACE

 MICKEYRAY'S



 RAY'S
SPORT & CYCLE
www.rayssportandcycle.com

TICKETS:
Adults online: \$25
Adults onsite: \$30
Kids 6-12: \$5
Kids 5-Under: FREE

CAMPING:
Reserved, VIP: \$100
Non-reserved: \$30

**R&R Promotions LLC, 3683 Butte Drive, Ontario, OR 97914,
(208) 573-4255, bignastyhillclimibinfo@gmail.com**



C O N T R A C T



The purpose of this contract is to define the relationship between R&R Promotions LLC (PROMOTER), Ron Dillon, and the City of Ontario, Oregon, (LANDOWNER), relevant to mutually agreed-upon special events being run on LANDOWNER'S property, (the former Ontario, Oregon Golf Course) adjacent to the Ontario Airport. This contract begins upon signing by both parties and expires on December 31, 2026. This agreement has no bearing on airport operations.

PROMOTER agrees to:

- Pay \$3,000.00 flat fee, per event weekend, OR 4% of the spectator gate fees, whichever is greater, to LANDOWNER for the use of their property for each sprint boat race held on said property.
- Receive all entry fees, spectator and camping fees, sponsorship fees, product merchandizing fees, promotional grant monies, etc.
- Carry at least \$1 million per occurrence, \$10 million aggregate for the sprint boat race, in liability insurance and an agreed upon amount of insurance for all other events held on said property, and listing as named-insured entities: *City of Ontario, Oregon, FAA, and State of Oregon.*
- Be responsible and pay entirely for all event aspects including, but not limited to: electricity, advertising, marketing, scoring, awards, promotions, ticketing, insurance, event management, security, trash removal and site cleanup. Will NOT be responsible for weed control and mowing of all 185 acres, but WILL be responsible for it on acres being used for events.
- Be responsible for all promotional commitments and contracts, and in no way obligate the LANDOWNER to any activities outside of this contract.
- PROMOTER will have the first right of refusal on any future motorized events proposed on the west side of the airport beyond the fence delineating active airport property, for the duration of said signed agreement, not to include the STOL drag race but activities such as motorcycle races, mud bogs, sand drags, etc.
- The Track and grass area, labeled Area A, consisting of approximately 10 acres, will be maintained by the PROMOTER year-round. The available

open land on the west side of the airport will be available on sprint boat event days for parking, camping, pit areas, and other events, so far as they do not encroach on any other leases or developments on the airport

- The PROMOTER will not encumber the remaining areas of the west side of the runway outside of event days, set up, and clean up.
- PROMOTER will provide sufficient pumping apparatus to fill the track.
- PROMOTER will provide sufficient security to hold fun and safe events.

LANDOWNER agrees to:

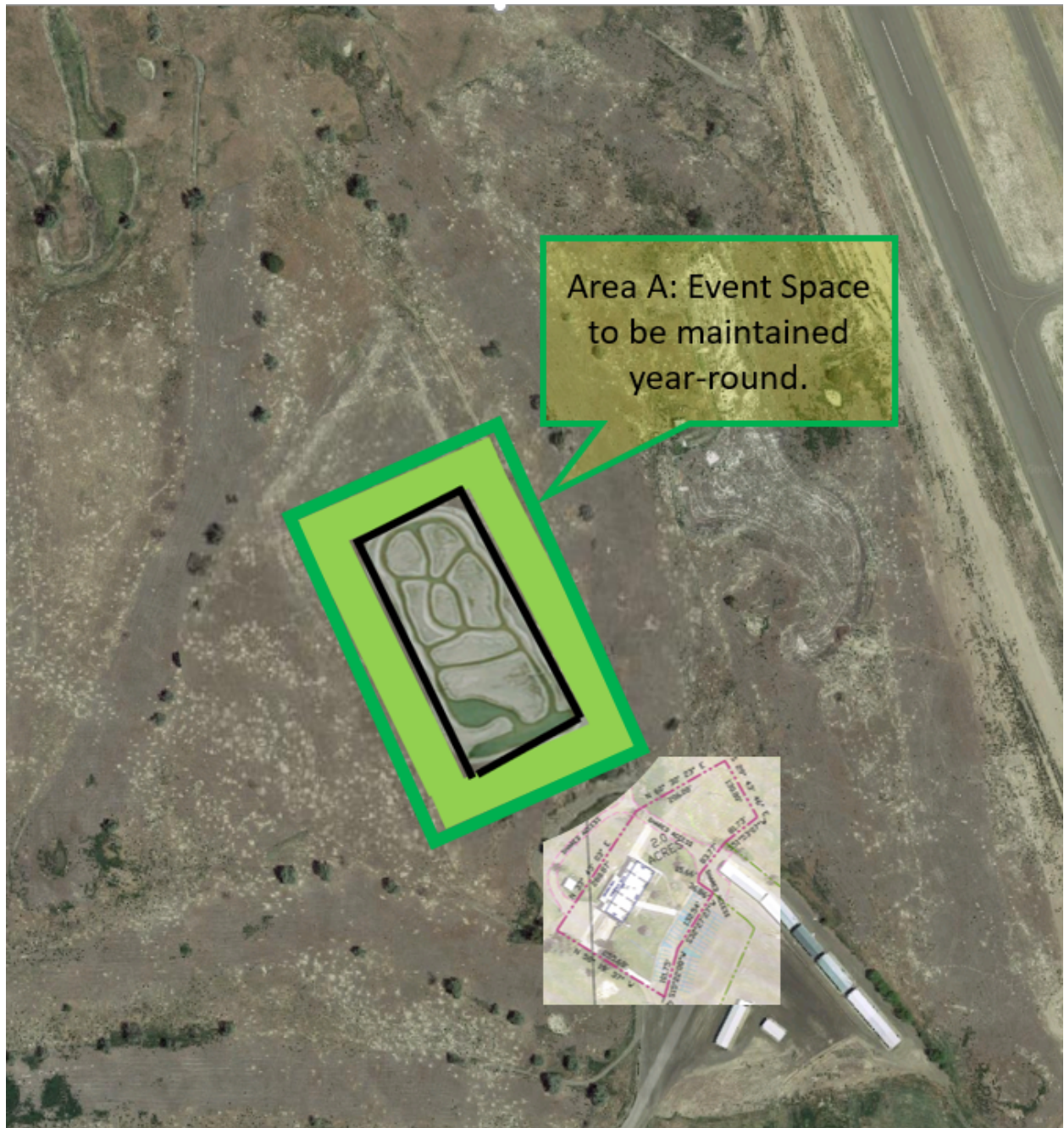
- Make said property available, for three sprint boat races annually during the period that the contract is in effect, and, if possible, allow PROMOTER access and use of unused city-owned materials such as poles, fencing, overhead lights, electrical panels, etc., for use at the property.
- Not use or apply the logo, brand, or intellectual property of Ontario Speedway, without express permission from PROMOTERS.
- Allow construction of, for mutually agreed upon, event-related, property infrastructure improvements, such as track building and fencing and access to city-controlled water wells (for which PROMOTER will pay ALL electrical fees to pump water for any event-related activities. This may include but may not be limited to: dirt work, fencing work, water system work, and sprinkling spectator area grass.
- Provide PROMOTER access to property, and water well(s) and pump(s) over which the LANDOWNER has partial or complete control, limited water use prior and during event(s) for track filling and usage and watering spectator area grass. LANDOWNER is responsible for maintenance of wells and submersible pumps (anything below ground).
- Acknowledge that the PROMOTERS do not own any infrastructure improvements, attached to the property, such as buildings, underground power, electrical power such as boxes and transformers, and fencing, bridges, seating, etc. Unattached assets such as external pumps or power boxes DO remain owned by PROMOTER if he provides them.
- Allow for the construction of a sprint boat track including spin-out pool, grassy spectator and vendor area, and parking and camping areas.

- Acknowledge and accept that the event will have some lasting impact on the property, but also acknowledge that the PROMOTER agrees to mitigate the impacts as much as possible.

Ron Dillon, R&R Promotions LLC _____ Date _____

City of Ontario, Oregon, Landowner _____ Date _____

Attachment 1 Track Area Map





**AGENDA REPORT
OLD BUSINESS
August 24, 2021**

To: Mayor and City Council

FROM: Kari Ott, Finance Director

THROUGH: Adam J. Brown, City Manager

SUBJECT: RESOLUTION #2021-119: MASTER FEE SCHEDULE

DATE: August 16, 2021

PROPOSED MOTION:

I MOVE THE CITY COUNCIL APPROVE RESOLUTION #2021-119: A RESOLUTION ADOPTING A MASTER FEE SCHEDULE FOR THE 2021-2022 FISCAL YEAR.

SUMMARY:

Attached is the Master Fee Schedule for 2021-2022 prepared by staff that combines city fees into one schedule.

BACKGROUND:

A Master Fee Schedule is being presented for approval in accordance with the Ontario 2021-2022 comprehensive budget process.

Beginning in June 2018 the city implemented an annual process to review and approve a master fee list. Prior to the master fee schedule, fees were only reviewed as issues arose that required adjusting a certain fee. Annually, staff now reviews the list for their respective departments to ensure that fees are set at a practical and competitive level.

The Master Fee list was presented to Council in June 2021 with the following changes from the prior year:

Airport Commercial Usage Agreement Annual Fee - \$1,000
(Already in place, just not added on this schedule)

Columbarium -Reduced fee for Perpetual Care & Maintenance: \$400 decreased to \$150 (in-city rate) and \$450 decreased to \$150 (out-of-city rate). This would create an incentive to buyers to purchase a niche as opposed to a land plot.

Water meter fees:

(Already in place, just formalizing & adding to schedule)

3/4" meter \$1,115

1" meter \$1,465

1 1/2" meter \$5,840

2" meter \$6,415

CURRENT SITUATION:

After council input and questions, the following additional changes were made:

1. The Frozen Meter Fee was removed.
2. The fireworks season fee was corrected to reflect the actual fee of \$200.

There are no recommended increases in fees for 2021-2022.

ANALYSIS:

- A. **STRATEGIC PLAN** No strategic plan impact.
- B. **FINANCIAL** As staff reviewed the fee schedule, adjustments were made where it was determined an increase is merited based on staff's knowledge of the time and materials needed to cover the cost and impact of the service associated with the fee.
- C. **TIMING** It is best practice to approve a Master Fee Schedule in conjunction with the end of the fiscal year.

Fees can be adjusted at any point during the year. Staff recommends that it be done with the budget so revenue changes associated with cost centers can be considered.

- D. **POLICY/LEGAL** The passage of a fee is subject to ORS 294. 160(1) which provides:
"The governing body of a city, county or other unit of local government shall provide an opportunity for interested persons to comment on the enactment of any ordinance or resolution prescribing a new fee or a fee increase or an increase in the rate or other manner in which the amount of a fee is determined or calculated."

ALTERNATIVES:

Take No Action - The Council can choose to not take action on the fee schedule.

Amend the Fee Schedule - The Council can amend the fee schedule and adopt it as amended.

RECOMMENDATION:

City staff recommends approval of Resolution #2021-119.

ATTACHMENTS:

1. Master Fee List 2021-2022
2. Resolution #2021-119 Master Fee Schedule



City of Ontario Master Fee List

Explanation of Fee (What is it for?)	2020 Fee	2021 Recommended Fee	% increase Recommended	Annual Amounted Revenues Expected 2021	Year Last Updated
Fire Department					
City Burn Permits (each)	\$15.00	\$15.00	0%	\$500	
City Burn Barrels	\$30.00	\$30.00	0%	\$300	
Fire Report Requests	\$5.00	\$5.00	0%	\$50	
Airport					
Single Weekly	\$20.00	\$20.00	0%	\$300	2018
Twin Weekly	\$40.00	\$40.00	0%	\$800	2018
Turbo/Jet Weekly	\$60.00	\$60.00	0%	\$480	2018
Single Monthly	\$50.00	\$50.00	0%	\$150	2018
Twin Monthly	\$100.00	\$100.00	0%	\$300	2018
Turbo/Jet Monthly	\$150.00	\$150.00	0%	\$300	2018
Single Yearly	\$500.00	\$500.00	0%	\$1,500	2018
Twin Yearly	\$1,000.00	\$1,000.00	0%	\$1,000	2018
Turbo/Jet Yearly	\$1,500.00	\$1,500.00	0%	\$1,500	2018
Commercial Usage Agreement Annual Fee	\$1,000.00	\$1,000.00	0%	\$3,000	2018
Administration					
Records Requests: 8.5x11 Per page	\$0.25	\$0.25	0%	\$6	2009
Records Requests: 11x17 Per page	\$0.50	\$0.50	0%	\$1	2009
Records Requests: DVD	\$10.00	\$10.00	0%	\$0	2009
Records Requests: Cassette	\$5.00	\$5.00	0%	\$0	2009
Business Registrations: New	\$25.00	\$25.00	0%	\$500	2015
Business Registrations: Renewal	\$10.00	\$10.00	0%	\$2,000	2015
General Government					
Transient Merchant Application	\$100.00	\$100.00	0%	\$0	2005
Transient Merchant: Daily Fee	\$500.00	\$500.00	0%	\$0	2005
Transient Merchant: Monthly Fee	\$1,000.00	\$1,000.00	0%	\$0	2005
Transient Merchant: Six-Month Fee	\$2,000.00	\$2,000.00	0%	\$0	2005
Christmas Tree Lots: Application	\$20.00	\$20.00	0%	\$40	2005
Christmas Tree Lots: Daily Fee	\$20.00	\$20.00	0%	\$0	2005



City of Ontario Master Fee List

Explanation of Fee (What is it for?)	2020 Fee	2021 Recommended Fee	% increase Recommended	Annual Amounted Revenues Expected 2021	Year Last Updated
Christmas Tree Lots: Season Fee	\$200.00	\$200.00	0%	\$400	2005
Firework Stands: Application	\$20.00	\$20.00	0%	\$40	2005
Firework Stands: Daily Fee	\$20.00	\$20.00	0%	\$0	2005
Firework Stands: Season Fee	\$200.00	\$200.00	0%	\$400	2018
Entertainment: Application	\$10.00	\$10.00	0%	\$0	2003
Entertainment: Annual	\$1,000.00	\$1,000.00	0%	\$0	2003
Entertainment: Daily	\$100.00	\$100.00	0%	\$0	2003
Garage/Yard Sale: Permit	\$5.00	\$5.00	0%	\$2,400	2003
Flea Market: Application	\$10.00	\$10.00	0%	\$0	2003
Flea Market: Daily Fee	\$10.00	\$10.00	0%	\$0	2003
Flea Market: Monthly Fee	\$200.00	\$200.00	0%	\$0	2003
Flea Market: Six-Month Fee	\$500.00	\$500.00	0%	\$0	2003
Peddler/Canvassers/Solicitors: Application	\$20.00	\$20.00	0%	\$40	2003
Peddler/Canvassers/Solicitors: Daily Fee	\$10.00	\$10.00	0%	\$0	2003
Peddler/Canvassers/Solicitors: Weekly Fee	\$40.00	\$40.00	0%	\$0	2003
Peddler/Canvassers/Solicitors: Monthly Fee	\$100.00	\$100.00	0%	\$0	2003
Peddler/Canvassers/Solicitors: Annual Fee	\$200.00	\$200.00	0%	\$400	2003
Sidewalk Food Vendor: Application	\$20.00	\$20.00	0%	\$80	2003
Sidewalk Food Vendor additional emp	\$5.00	\$5.00	0%	\$10	
Sidewalk Food Vendor: Monthly Fee	\$25.00	\$25.00	0%	\$100	2003
Sidewalk Food Vendor: Annual Fee	\$75.00	\$75.00	0%	\$0	2003
Special Events: Application	\$10.00	\$10.00	0%	\$400	2003
Special Events: Park Pavilion	\$10.00	\$10.00	0%	\$1,200	2003
Special Events: Large Portion of Park	\$50.00	\$50.00	0%	\$100	2003
Special Events: Clean-Up Deposit 10<	\$25.00	\$25.00	0%	\$0	2003



City of Ontario Master Fee List

Explanation of Fee (What is it for?)	2020 Fee	2021 Recommended Fee	% increase Recommended	Annual Amounted Revenues Expected 2021	Year Last Updated
Special Events: Clean-Up Deposit 10 - 25<	\$50.00	\$50.00	0%	\$0	2003
Special Events: Clean-Up Deposit 25 - 50<	\$75.00	\$75.00	0%	\$0	2003
Special Events: Clean-Up Deposit 50 - 100<	\$100.00	\$100.00	0%	\$0	2003
Special Events: Clean-Up Deposit 100 - 250<	\$250.00	\$250.00	0%	\$0	2003
Special Events: Clean-Up Deposit 250>	\$500.00	\$500.00	0%	\$0	2003
Special Events: Damage from Equipment (Dep)	\$500.00	\$500.00	0%	\$0	2003
Special Events: Damage from Vehicles (Dep)	\$500.00	\$500.00	0%	\$0	2003
Special Events: Staff Pre/Post Inspection	\$66.00	\$66.00	0%	\$66	2003
Special Events: Staff Street Closure	\$100.00	\$100.00	0%	\$100	2003
Taxi Cab Application	\$20.00	\$20.00	0%	\$20	
Taxi Cab Per Vehicle	\$60.00	\$60.00	0%	\$60	
Dealer of Regulated Property Annual Fee	\$25.00	\$25.00	0%	\$25	
Social Gaming License Annual Fee	\$100.00	\$100.00	0%	\$100	2016
Social Gaming License Monthly Fee	\$50.00	\$50.00	0%	\$0	2016
Social Gaming License Weekly Fee	\$25.00	\$25.00	0%	\$0	2016
Social Gaming License Daily Fee	\$10.00	\$10.00	0%	\$0	2016
LIEN Search Fee	\$25.00	\$25.00	0%	\$6,000	2018
NSF	\$25.00	\$25.00	0%	\$800	
Community Development					
Appeals on any action	\$180.00	\$180.00	0%	\$0	2018
Change of Zoning Map	\$330.00	\$330.00	0%	\$660	2018
Comprehensive Plan Change	\$510.00	\$510.00	0%	\$510	2018
Conditional Use Permit	\$180.00	\$180.00	0%	\$360	2018
Grading and excavation permit	\$40.00	\$40.00	0%	\$0	2018



City of Ontario Master Fee List

Explanation of Fee (What is it for?)	2020 Fee	2021 Recommended Fee	% increase Recommended	Annual Amounted Revenues Expected 2021	Year Last Updated
Non-Conforming Use exception	\$120.00	\$120.00	0%	\$120	2018
Partition	\$390.00	\$390.00	0%	\$780	2018
Property Line adjustment	\$150.00	\$150.00	0%	\$600	2018
Site Development	\$50.00	\$50.00	0%	\$0	2018
Subdivision, Tentative Plat 30 lots<	\$530.00	\$530.00	0%	\$530	2018
Subdivision/Partition Final Plat-ROW	\$175.00	\$175.00	0%	\$350	2018
Subdivision for each lot over 30	\$10.00	\$10.00	0%	\$0	1988
Temporary Use Permit	\$120.00	\$120.00	0%	\$240	2018
Annexation/Zone change	\$390.00	\$390.00	0%	\$780	2018
Hearing body variance	\$145.00	\$145.00	0%	\$145	2018
Variance, administrative	\$45.00	\$45.00	0%	\$45	2018
Admin action notice/mailling	\$80.00	\$80.00	0%	\$1,280	2018
Planning Commision action notice/mail	\$220.00	\$220.00	0%	\$880	2018
Police					
Copy of Paper Report	\$10.00	\$10.00	0%	\$4,000	2014
Copy of Audio Report (CD/DVD)	\$10.00	\$10.00	0%	\$200	2014
Copy of Video/Photos on CD/DVD	\$10.00	\$10.00	0%	\$100	2014
Dog License Annually(spayed/neutered)	\$12.00	\$12.00	0%	\$840	
Dog License Annually (not spayed/neutered)	\$18.00	\$18.00	0%	\$700	
Replacement Dog Tag	\$5.00	\$5.00	0%	\$20	
Dog Release Form	\$35.00	\$35.00	0%	\$1,700	
Noise Variance Application	\$15.00	\$15.00	0%	\$150	2020
Fingerprint Card	\$15.00	\$15.00	0%	\$1,300	
Impounded Vehicle Release	\$100.00	\$100.00	0%	\$2,000	
Code Enforcement					
Derelict Structure Fees first 6 Months/month	\$250.00	\$250.00	0%	\$8,000	2018



City of Ontario Master Fee List

Explanation of Fee (What is it for?)	2020 Fee	2021 Recommended Fee	% increase Recommended	Annual Amounted Revenues Expected 2021	Year Last Updated
Derelict Structure Fee Months 7-12/month	\$500.00	\$500.00	0%	\$4,000	2018
Derelict Structure Fee Months 13-18/month	\$750.00	\$750.00	0%	\$3,000	2018
Derelict Structure fee Thereafter	\$1,000.00	\$1,000.00	0%	\$1,000	2018
Derelict Structure Appeal Fee	\$250.00	\$250.00	0%	\$1,000	2018
Abatement Administrative Fee	\$150.00	\$150.00	0%	\$1,000	2018
Public Works					
Water Deposit	\$170.00	\$170.00	0%	\$60,180	2018
Shut off fee	\$40.00	\$40.00	0%	\$12,000	2018
Turn on fee	\$40.00	\$40.00	0%	\$12,000	2018
After Hour Fee	\$50.00	\$50.00	0%	\$100	
Meter tampering	\$50.00	\$50.00	0%	\$200	2020
Per Gallon Septage Receiving Fee	\$0.10	\$0.10	0%	\$0	2018
Hydrant Stand One Time User Fee	\$35.00	\$35.00	0%	\$490	2018
Hydrant Stand Monthly Meter Fee	\$35.00	\$35.00	0%	\$175	
Water Meter Charge 3/4"		\$1,115.00	0%		
Water Meter Charge 1"		\$1,465.00	0%		
Water Meter Charge 1 1/2"		\$5,840.00	0%		
Water Meter Charge 2"		\$6,415.00	0%		
Cemetery/City Adult Space	\$350.00	\$350.00	0%		2009
Cemetery/City Adult Space Perp. Care & Maintance	\$400.00	\$400.00	0%		2009
Cemetery/City Adult Space Open & Close	\$300.00	\$300.00	0%		2009
Cemetery/Non-City Adult Space	\$500.00	\$500.00	0%		2009
Cemetery/Non-City Adult Space Perp Care & Maintance	\$450.00	\$450.00	0%		2009
Cemetery/Non-City Adult Open & Close	\$350.00	\$350.00	0%		2009
Cemetery/City Infant Space	\$175.00	\$175.00	0%		2009



City of Ontario Master Fee List

Explanation of Fee (What is it for?)	2020 Fee	2021 Recommended Fee	% increase Recommended	Annual Amounted Revenues Expected 2021	Year Last Updated
Cemetery/City Infant Perp. Care & Maintance	\$400.00	\$400.00	0%		2009
Cemetery/City Infant Open & Close	\$225.00	\$225.00	0%		2009
Cemetery/Non-City Infant Space	\$225.00	\$225.00	0%		2009
Cemetery/Non-City Infant Perp. Care & Maintance	\$450.00	\$450.00	0%		2009
Cemetery/Non-City Infant Open & Close	\$250.00	\$250.00	0%		2009
Cemetery Adult Disinterment	\$1,000.00	\$1,000.00	0%		2009
Cemetery Infant Disinterment	\$600.00	\$600.00	0%		2009
Cemetery Cremains Disinterment	\$400.00	\$400.00	0%		2009
Cemetery Saturday Fee	\$350.00	\$350.00	0%		2009
Cemetery After 3:00 p.m. Weekday Fee	\$350.00	\$350.00	0%		2009
Cemetery Deed Transfer Fee	\$50.00	\$50.00	0%		2009
Columbarium Open & Close	\$125.00	\$125.00	0%		2020
Columbarium-Single	\$350.00	\$350.00	0%		2020
Columbarium - Perpetual Maintenance	\$400.00	\$150.00	-63%		2020



RESOLUTION #2021-119

A RESOLUTION ADOPTING A MASTER FEE SCHEDULE FOR THE 2021-2022 FISCAL YEAR

- WHEREAS,** The City of Ontario charges various fees for services that need to be reviewed periodically; and
- WHEREAS,** A master fee schedule is a best practice for local governments; and
- WHEREAS,** A master fee schedule can be reviewed annually at the budget time to make adjustments comprehensively; and
- WHEREAS,** The Ontario City Council desires to amend and adopt fees annually by resolution.

NOW THEREFORE, BE IT HEREBY RESOLVED by the Ontario City Council adopts the attached fee schedule as amended.

EFFECTIVE DATE: Effective immediately upon passage

PASSED AND ADOPTED by the City Council of the City of Ontario this 24th day of August, 2021, by the following vote:

AYES:

NAYES:

ABSENT:

APPROVED by the Mayor this 24th day of August, 2021.

Riley J. Hill, Mayor

ATTEST:

Tori Barnett, MMC, City Recorder

Committee/Council Liaison Appointments - 2021

Committee	Term Expires	Current Member	Applicant-Interested	Appointed
Airport [4 year term] Public Member (Alternate)		Vacant	Bill Hager	
Audit [Perpetual term]				
Budget [4 year term]				
Business Loan Fund [Perpetual term]				
Code Enforcement Review Ad Hoc Public Member Public Member Public Member Public Member		Vacant Vacant Vacant Vacant	Maggie Wood Ann Schiemer Gabriele Astle Richard Watts Susann Mills Robert Metzger David Sullivan Julie Chadwick Penny Bakefelt	
Diversity Advisory [3 year term]				
Marijuana Ad Hoc				
Parks [3 year term]				
Planning Commission [4 year term]				
Public Works [3 year term]				
V&C [3 year term]				

Airport: 1st Monday each month, 6:00 p.m. @ City Hall
 Audit: As needed @ City Hall
 Budget: As needed @ City Hall
 Business Loan Fund: As needed @ City Hall
 Code Enforcement Review Ad Hoc: As needed, Evenings @ City Hall
 Diversity Advisory: 3rd Wednesday each month, 5:30 p.m., @ City Hall
 Marijuana Ad Hoc: As needed, Evenings @ City Hall
 Parks: 3rd Thursday each month, 6:30 p.m. @ City Hall
 Planning: 2nd Monday each month, 6:00 p.m. @ City Hall
 Public Works: 3rd Tuesday each month, 3:00 p.m. @ City Hall
 V&C: 1st Thursday each month, 7:00 a.m. @ Chamber Office



RECEIVED

7/23/21

TSB

CITY OF ONTARIO

REQUEST FOR BOARD OR COMMISSION APPOINTMENT

Mail or personally deliver to: **City of Ontario – City Recorder**
444 SW 4th St., Ontario, OR 97914
(541) 889-3232 FAX (541) 889-7121

The Ontario City Council appoints individuals to numerous Boards, Committees, and the Planning Commission. Persons who wish to serve need to provide the following information.

NAME: HAGER Bill E
Last First Middle Initial

HOME ADDRESS: 1495 Grandview Park Rd Id 83660
Street City Zip Code

TELEPHONE: Cell 208 401 4381 bill.hager42@icloud.com
Home, Work, Cell, or Business (Include Area Code) E-mail Address

Name of Board, Committee, or Commission for appointment requested:

1. Airport 2. 3.

Community Activities/Civic Organization/Boards/Committees:

Activity / Organization:	Length of Service	Position (s) Held:
<u>EAA, SSA</u>	<u>10 years</u>	<u>Vice Pres</u>
<u>Vice Pres - Op Manager</u>	<u>2 years</u>	<u>Op Manager</u>

Employment:

Retired
Current Employer: Position: Dates of Employment:

Education:

2 year College, A+P mechanic, Commercial Pilot

Please indicate why you are requesting appointment to this Board (s) /Commission (s):

I own a hanger on the Ontario Airport + 5 Aircraft
I would like to help educate youth aviation thru glider program
Additional Information you feel may be helpful in considering your request for appointment:
I intend to help with decision making regarding Airport

Bill Hager
Signature:

July 13, 2021
Date:

Submit

Reset

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7-6-21 12:40

CITY OF ONTARIO

REQUEST FOR BOARD OR COMMISSION APPOINTMENT

Mail or personally deliver to: *City of Ontario -- City Recorder*
444 SW 4th St., Ontario, OR 97914
(541) 889-3232 FAX (541) 889-7121

The Ontario City Council appoints individuals to numerous Boards, Committees, and the Planning Commission. Persons who wish to serve need to provide the following information.

NAME: Schiemer Elizabeth "Ann"
Last First Middle Initial

HOME ADDRESS: 1176 Locust Way Ontario 97914
Street City Zip Code

TELEPHONE: 541-709-7036 schiemerann53@gmail.com
Home, Work, Cell, or Business (Include Area Code) E-mail Address

Name of Board, Committee, or Commission for appointment requested:

Code Enforcement
1. 2. 3.

Community Activities/Civic Organization/Boards/Committees:

Activity / Organization:	Length of Service	Position (s) Held:
<u>Malheur Co Republican Central Committee</u>	<u>25+ yrs</u>	<u>VP/Sec</u>
<u></u>	<u></u>	<u></u>
<u></u>	<u></u>	<u></u>

Employment:

<u>Oregon DHS</u>	<u>Employment Related Daycare Provider</u>	<u>10/18-Present</u>
Current Employer:	Position:	Dates of Employment:

Education:

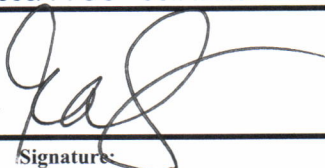
Portland State University - BS Criminology and Criminal Justice - 270 hours/3.67gpa

Please indicate why you are requesting appointment to this Board (s) /Commission (s):

40yrs as P&C Ins Agent inspecting properties for insurance coverage. Desire to see improvement in Ontario's declining appearance.

Additional Information you feel may be helpful in considering your request for appointment:

Code Enf classes/TVCC - Jeff Milton OPD, Retired; Interned with Judge Terry Thompson, Mal Co Justice Court.

EA Schiemer

Signature:

July 6, 2021

Date:

Submit

Reset



8-10-21
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CITY OF ONTARIO

REQUEST FOR BOARD OR COMMISSION APPOINTMENT

Mail or personally deliver to: **City of Ontario -- City Recorder**
444 SW 4th St., Ontario, OR 97914
(541) 889-3232 FAX (541) 889-7121

The Ontario City Council appoints individuals to numerous Boards, Committees, and the Planning Commission. Persons who wish to serve need to provide the following information.

NAME: Sullivan David L.
Last First, Middle Initial

HOME ADDRESS: 1015 SW 8th Ave Ontario 97914
Street City Zip Code

TELEPHONE: (541) 881-7835 Kanpai@cablkore.net
Home, Work, Cell, or Business (Include Area Code) E-mail Address

Name of Board, Committee, or Commission for appointment requested:

1. Ordinance 2. 3.

Community Activities/Civic Organization/Boards/Committees:

Activity / Organization:	Length of Service	Position (s) Held:
<u>Ontario City Council</u>	<u>7 yrs.</u>	<u>Councilor</u>
<u>Ontario Budget Committee</u>	<u>8 yrs</u>	<u>Chair</u>
<u>Ontario Golf Committee</u>	<u>4 yrs.</u>	<u>Chair</u>

Employment:

Current Employer:	Position:	Dates of Employment:
<u>MRH, Inc.</u>	<u>V. Pres.</u>	<u>7/16/95 - Current</u>

Education:

BA University of Oregon

Please indicate why you are requesting appointment to this Board (s) /Commission (s):

Assist in structuring better solutions

Additional Information you feel may be helpful in considering your request for appointment:

[Signature]
Signature:

August 4, 2021
Date:

Submit

Reset

The Ontario City Council appoints individuals to numerous Boards, Committees, and the Planning Commission. Persons who wish to serve need to provide the following information.

Name of Board, Committee, or Commission for appointment requested:

[illegible]

Employment:

Education:

Please indicate why you are requesting appointment to this Board (s) /Commission (s):

Additional Information you feel may be helpful in considering your request for appointment:

July 20, 2021
Date:

Submit

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6/25/21
B6

CITY OF ONTARIO REQUEST FOR BOARD OR COMMISSION APPOINTMENT

Mail or personally deliver to: **City of Ontario -- City Recorder**
444 SW 4th St., Ontario, OR 97914
(541) 889-3232 FAX (541) 889-7121

Maggie

The Ontario City Council appoints individuals to numerous Boards, Committees, and the Planning Commission. Persons who wish to serve need to provide the following information.

NAME: Wood Margaret E.
Last First Middle Initial
HOME ADDRESS: 746 Butler Blvd Ontario 97914
Street City Zip Code
TELEPHONE: 208-230-4221 McKwood@gmail.com
Home, Work, Cell, or Business (Include Area Code) E-mail Address

Name of Board, Committee, or Commission for appointment requested:

Code Enforcement Ad-hoc

Community Activities/Civic Organization/Boards/Committees:

Activity / Organization:	Length of Service	Position (s) Held:
<u>Developer</u>		
<u>COP Coordinator</u>	<u>6 1/2 years</u>	<u>Coordinator</u>
<u>Old Rec. Board</u>	<u>10 yrs.</u>	<u>Member</u>
<u>CAC, OPD Board</u>	<u>14 years</u>	<u>Member</u>
<u>Employment: SAR</u>	<u>7 years</u>	<u>Member</u>
<u>Boys Girls Club</u>	<u>1 year</u>	<u>Founding Board Member</u>
<u>Retired</u>		<u>1st Fundraiser Coordinator</u>
Current Employer:	Position:	Dates of Employment:

Education:

BA + 110.5 graduate credits

Please indicate why you are requesting appointment to this Board (s) /Commission (s): I have an interest in reviewing code enforcement Programs To help Provide a tangible and fair solution to Ontario's code.

Additional Information you feel may be helpful in considering your request for appointment: Through my COP experience I gained knowledge of some of the problems of citizens and the city's problems concerning code enforcement in Ontario.

Margaret C. Wood
Signature:

June 17, 2021
Date:

Submit

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Activity	Length	Position
4RCC	15 yrs.	Director of Plays Musicals & Revues
Old School, Payette	2+ years	Director of Plays & Revues
Malheur Family & Child Commission	6 years	Working Member
OC Schools District	Several Times	Superintendent & High School Principal Selection Committee Member
Hospice Volunteer	3 3/4 years	Volunteer



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CITY OF ONTARIO REQUEST FOR BOARD OR COMMISSION APPOINTMENT

Mail or personally deliver to: *City of Ontario -- City Recorder*
444 SW 4th St., Ontario, OR 97914
(541) 889-3232 FAX (541) 889-7121

The Ontario City Council appoints individuals to numerous Boards, Committees, and the Planning Commission. Persons who wish to serve need to provide the following information.

NAME: Watts Richard T
Last First, Middle Initial

HOME ADDRESS: 146 SW 25th Street Ontario, Or 97914
Street City Zip Code

TELEPHONE: 541-889-6526 (H) 541-992-0097 (C) rjwattscto@msn.com
Home, Work, Cell, or Business (Include Area Code) E-mail Address

Name of Board, Committee, or Commission for appointment requested:

Code Enforcement Regulation Review
1. 2. 3.

Community Activities/Civic Organization/Boards/Committees:

Activity / Organization:	Length of Service	Position (s) Held:
<u>SE Oregon Resource Advisory Council</u>	<u>6 Years</u>	<u>Council Member</u>
<u>Camp Eldeberry-Equine Therapy Program</u>	<u>2 Years</u>	<u>Board Member</u>
<u></u>	<u></u>	<u></u>

Employment:

<u>Retired-Bureau of Land Mgmt.</u>	<u>Various</u>	<u>1969-2001</u>
Current Employer:	Position:	Dates of Employment:

Education:

Bachelor of Science - Agriculture (Wildlife & Ramge Mgmt.) : New Mexico State University- 1971

Please indicate why you are requesting appointment to this Board (s) /Commission (s):

Tired of seeing and talking about City ordinance issues. I would like to assit in establishing a positive , viable program and clean up Ontario.

Additional Information you feel may be helpful in considering your request for appointment:

This Committee could become a positive in fluence re-establishing accountability at all levels of City Mgmt. and the citizens of Ontario. I would like to be a part of that initiative.

Richard T Watts *Richard T. Watts*
Signature:

August 6, 2021
Date:

Submit

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2:22p 8/9/21

CITY OF ONTARIO

REQUEST FOR BOARD OR COMMISSION APPOINTMENT

Mail or personally deliver to: **City of Ontario -- City Recorder**
444 SW 4th St., Ontario, OR 97914
(541) 889-3232 FAX (541) 889-7121

The Ontario City Council appoints individuals to numerous Boards, Committees, and the Planning Commission. Persons who wish to serve need to provide the following information.

NAME: Re Metzger Robert L
Last First Middle Initial

HOME ADDRESS: 518 NW 6th St Ontario 97914
Street City Zip Code

TELEPHONE: (541) 881-0901 rjm3tzg3r@gmail.com
Home, Work, Cell, or Business (Include Area Code) E-mail Address

Name of Board, Committee, or Commission for appointment requested:

Code Enforcement Regulation Review

1. 2. 3.

Community Activities/Civic Organization/Boards/Committees:

Activity / Organization:	Length of Service	Position (s) Held:
<u>Ontario Visitors and Convention</u>	<u>2 yrs</u>	<u>Board Member</u>
<u>Malheur Co. Housing Authority</u>	<u>2 yrs</u>	<u>Chairman of Board</u>

Employment:

Retired (ODOC)

Current Employer:	Position:	Dates of Employment:
-------------------	-----------	----------------------

Education:

High School

Please indicate why you are requesting appointment to this Board (s) /Commission (s):

I am interested in helping update city ordinances & insure they are
equitable for all citizens

Additional Information you feel may be helpful in considering your request for appointment:

My position at ODOC was an IT Project Manager. As such I was required to read
and understand all aspects of the project.

Robert L. Metzger
Signature:

August 8, 2021
Date:

Submit

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CITY OF ONTARIO

REQUEST FOR BOARD OR COMMISSION APPOINTMENT

Mail or personally deliver to: **City of Ontario -- City Recorder**
444 SW 4th St., Ontario, OR 97914
(541) 889-3232 FAX (541) 889-7121

The Ontario City Council appoints individuals to numerous Boards, Committees, and the Planning Commission. Persons who wish to serve need to provide the following information.

NAME: Mills Susann M.
First Middle Initial
HOME ADDRESS: 1141 SW 3rd Ave Ontario 97914
Street City Zip Code
TELEPHONE: 208-371-2340 cell/541-889-7311 Bus. & Home Susann@millsrentals.net
Home, Work, Cell, or Business (Include Area Code) E-mail Address

Name of Board, Committee, or Commission for appointment requested:

Weed & Nuisance Committee

Community Activities/Civic Organization/Boards/Committees:

Activity / Organization:

Length of Service

Position (s) Held:

Ontario City Council

2006-2010

Councilor

Employment:

Mills Manor Apartments

Owner/Mgr

1985 to present

Current Employer:

Position:

Dates of Employment:

Education:

grade school, high school, business school, mediation training, landlord/tenant training

Please indicate why you are requesting appointment to this Board (s) /Commission (s):

First, I was asked. Second, I feel my interaction with the City through my business can provide helpful input.

Additional Information you feel may be helpful in considering your request for appointment:

Do I have time, no. Will I make time, yes. When a City becomes unkept it leaves little desire-attraction to live there & citizens & City need to work together to make it happen.

Susann M. Mills

Signature:

August 7, 2021

Date:



CITY OF ONTARIO

REQUEST FOR BOARD OR COMMISSION APPOINTMENT

Mail or personally deliver to: City of Ontario -- City Recorder
444 SW 4th St., Ontario, OR 97914
(541) 889-3232 FAX (541) 889-7121

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8/13/21 *ur*

The Ontario City Council appoints individuals to numerous Boards, Committees, and the Planning Commission. Persons who wish to serve need to provide the following information.

NAME: Chadwick Julia A
Last First Middle Initial
HOME ADDRESS: 851 SW 2nd St Ontario 97914
Street City Zip Code
TELEPHONE: 208-740-4118 JuliaChadwick79@yahoo
Home, Work, Cell, or Business (Include Area Code) E-mail Address

Name of Board, Committee, or Commission for appointment requested:

Ad Hoc - Code Enf.
1. 2. 3.

Community Activities/Civic Organization/Boards/Committees:

Activity / Organization:	Length of Service	Position (s) Held:
<u>Beta Sigma Phi</u>	<u>10 years</u>	<u>President - V.P.</u> <u>Treasurer</u>

Employment:

Current Employer:	Position:	Dates of Employment:
<u>Retired -</u>		

Education:

So. Tahoe High School - Butte Jr. College

Please indicate why you are requesting appointment to this Board (s) / Commission (s): I have lived in
ONTARIO since 1974. I believe our code enforcement
officers need a clear set of rules & regulations
& the ability to enforce them to clean up
Additional Information you feel may be helpful in considering your request for appointment: Ontario -

Signature:

Date:

Submit

Reset

received
8/18/2021 12

CITY OF ONTARIO

REQUEST FOR BOARD OR COMMISSION APPOINTMENT

Mail or personally deliver to: **City of Ontario – City Recorder**
444 SW 4th St., Ontario, OR 97914
(541) 889-3232 FAX (541) 889-7121

The Ontario City Council appoints individuals to numerous Boards, Committees, and the Planning Commission. Persons who wish to serve need to provide the following information.

NAME: BAKEFELT PENNY R
Last First Middle Initial
HOME ADDRESS: 1335 ARATA WAY ONTARIO 97914
Street City Zip Code
TELEPHONE: 541-588-2500 bakefeltpenny@hotmail.com
Home, Work, Cell, or Business (Include Area Code) E-mail Address

Name of Board, Committee, or Commission for appointment requested:

AD-HOC CODE ENFORCEMENT REGULATIONS COMMITTEE

1. 2. 3.

Community Activities/Civic Organization/Boards/Committees:

Activity / Organization:	Length of Service	Position (s) Held:
<u>SEE ATTACHED</u>		

Employment:

<u>RETIRED</u>		
Current Employer:	Position:	Dates of Employment:

Education:

SEE ATTACHED

Please indicate why you are requesting appointment to this Board (s) /Commission (s):

I CARE ABOUT the health and welfare of ONTARIO AND want to do my part to ensure ontario is and remains A vibrant city.

Additional Information you feel may be helpful in considering your request for appointment:

Penny R. Bakefelt
Signature:

AUGUST 17, 2021
November 13, 2019
Date:

Submit

Reset

Penny Bakefelt
1335 Arata Way
Ontario, OR 97914

Past board Membership: (Estimated service time)

Oregon Cascade Academy, 1.5 years served

Oregon International Air show, 1 year served

Oregon Tourism Task Force, 3 years served

Portland Royal Rosarians, 3 years served

Washington County Fair Educational Foundation, 2 years served

Memberships:

Portland Royal Rosarians, current, member since 2002

American Diabetes Association, (Marketing Committee)

Meeting Planners International 5/6 years

National Tour Association (9/10 years)

Society of government Meeting Planners (5 years)

Washington County Historical Museum (Taste of Washington County) (3, years)

International Association of Convention & Visitors Bureaus (5 years)

Education and Training

Management Series seminars; Intel University, Aloha, Oregon

Management Certification; International Tour Management Institute, Los Angeles, California (1996)

Associate of Science, Business Administration-Portland Community College, Portland, Oregon (1991)



**AGENDA REPORT
NEW BUSINESS
August 24, 2021**

To: Mayor and City Council

FROM: Dan Cummings, Community Development Director

THROUGH: Adam J. Brown, City Manager

SUBJECT: SOLAR LEASE ASSIGNMENT TO RUIZ

DATE: August 17, 2021

PROPOSED MOTION:

I MOVE THE CITY COUNCIL APPROVE THE REQUEST TO ASSIGN THE LEASE THE CITY OF ONTARIO MADE TO FLEET DEVELOPMENT, LLC DATED NOVEMBER 24, 2020 AND ASSIGN IT TO J. RUIZ ENTERPRISES, LLC AND AUTHORIZE THE COUNCIL PRESIDENT TO SIGN THE ASSIGNMENT OF LEASE.

SUMMARY:

In November of 2020 the City Council entered into a lease agreement with Fleet Development, LLC to lease a portion of Lot 5 of the Stelling Subdivision. The city has entered into a sales agreement to sell said Lot 5 to J. Ruiz Enterprises, LLC; therefore, the current lease needs to be reassigned to J. Ruiz Enterprises.

BACKGROUND:

In November of 2020 the City Council entered into a lease agreement with Fleet Development, LLC to lease a portion of Lot 5 of the Stelling Subdivision for the construction and use as a Solar Farm on 15 acres of the property.

At a Public Hearing on August 10, 2021 the City Council approved the sale of Lot 5 of Stelling Subdivision to J. Ruiz Enterprises. In the negotiation portion of the sell it was required of the purchaser to honor the lease.

CURRENT SITUATION:

The sale of Lot 5 of the Stelling Property is in closing and this action is to complete one of the requirement of the sale which is to assign the lease over to J. Ruiz Enterprises, LLC.

The lease is paid until December of 2021 at the rate of \$100.00 per month. The lease is being assigned over near the end of August of 2021, which leaves four months of paid lease time equaling \$400.00 which could possibly be owed to the buyer. The buyer has agreed that the city is entitled to keep the \$400.00 for work staff did on the lease with very little return to the city at this time, and has agreed the city does not owe this money to the buyer.

The Community Development Director received this decision from Joel Ruiz by phone on August 18, 2021.

ANALYSIS:

- A. **STRATEGIC PLAN** This action is not part of the strategic plan; it is a housekeeping action.
- B. **FINANCIAL** There is no financial impact to this action even though the lease is paid up until December of 2021. The lease is being assigned over in August of 2021 leaving four months of paid lease time totaling \$400.00 possibly owed. The buyer has agreed that the city is entitled to keep the \$400.00.
- C. **TIMING** This action is needed to fulfill the sales agreement.
- D. **POLICY/LEGAL** The City Attorney prepared the Assignment of Lease.

ALTERNATIVES:

The City Council could decided not to assign the lease and enter into negotiations with the buyers of the value of the lease.

RECOMMENDATION:

Staff recommends the City Council approve the Assignment of Lease.

ATTACHMENTS:

1. Solar Lease Assignment to Ruiz2

After recording, send to:

ASSIGNMENT OF LEASE

THIS ASSIGNMENT AGREEMENT dated this ____ day of _____, 2021, by and between the City of Ontario, Oregon, a municipal corporation in Malheur County, Oregon, hereinafter called "Assignor"; J. Ruiz Enterprises, LLC, an Oregon limited liability company, hereinafter called "Assignee"; and Fleet Development, LLC, a Nevada limited liability company, hereinafter called "Lessee".

RECITALS:

A. On or about November 24, 2020, Assignor, as "Landowner" entered into a lease with Lessee, a copy of which lease is attached hereto as Exhibit "1". It is for the lease of real property more particularly described in Exhibit "A" of the lease, and is for a three year "Development Period" as defined in the lease; with Lessee having an option to extend the lease for additional terms of up to 31 years (the "Operating Term") for an annual rental of \$1,200 per year during the three-year "Development Period" and a separate rent identified as the "Operating Term Rent" in the lease.

B. Assignor has sold to Assignee Lot 5 in the Stelling Subdivision, which includes the real property subject to the lease. Assignor desires to assign to Assignee all its right, title and interest in said lease, and Lessee is willing to consent to said assignment.

THEREFORE IT IS HEREBY AGREED AS FOLLOWS:

1. Assignor hereby assigns to Assignee all of Assignor's right, title and interest in the lease attached hereto as Exhibit "1", including an assignment of all rents hereafter paid by Lessee. Assignee hereby accepts the assignment and agrees to be bound by the terms and conditions of the lease.

2. Lessee hereby consents to the assignment of the lease from Assignor to Assignee.

City of Ontario, Assignor
By:

J. Ruiz Enterprises, LLC, Assignee
By:

Kenneth Hart, Council President

Joel Ruiz, Member

Attest:

Fleet Development, LLC, Lessee
By:

Tori Barnett, MMC, Ontario City Recorder

Ryan Sheehy, President

STATE OF OREGON)
) ss.
County of Malheur)

ACKNOWLEDGED to before me this ____ day of _____, 2021, by
Kenneth Hart, Council President, on behalf of the City of Ontario, as Assignor.

Notary Public for Oregon
My Commission Expires:

STATE OF OREGON)
) ss.
County of Malheur)

ACKNOWLEDGED to before me this ____ day of _____, 2021, by
Joel Ruiz, member of J. Ruiz Enterprises, LLC, as Assignee.

Notary Public for Oregon
My Commission Expires:

STATE OF NEVADA)
) ss.
County of _____)

ACKNOWLEDGED to before me this _____ day of _____, 2021, by
Ryan Sheehy, President of Fleet Development, LLC, as Lessee.

Notary Public for Nevada
My Commission Expires:



**AGENDA REPORT
NEW BUSINESS
August 24, 2021**

To: Mayor and City Council

FROM: Kari Ott, Finance Director

THROUGH: Adam J. Brown, City Manager

SUBJECT: **RESOLUTION #2021-136: UNEXPECTED STREET REVENUES - DORIAN DRIVE AND AIRPORT WAY PROJECTS**

DATE: August 20, 2021

PROPOSED MOTION:

I MOVE THE CITY COUNCIL APPROVE RESOLUTION #2021-136: A RESOLUTION TO APPROPRIATE UNEXPECTED STREET REVENUES FOR EXPENDITURE AND APPROPRIATING EXPENDITURES FOR DORIAN DRIVE AND AIRPORT WAY PROJECTS.

SUMMARY:

Attached is Resolution #2021-136.

BACKGROUND:

There are a couple of projects that have been presented to the City Council. Dorian Drive Design project and the Airport Way construction project have been discussed in the past.

The Dorian Drive project consists of storm and street expenditures that need additional funding from the original budget.

The Airport Way project was not budgeted, but the City is required to pay for half the improvements which consists of street, storm, water and sewer improvements.

CURRENT SITUATION:

ODOT sent municipalities unexpected additional funding to make up for the revenue losses due to COVID. The City of Ontario received \$172,297.58 in this funding. Staff identified this funding source as a way to fund the street portion of a couple of economic development projects.

This resolution is to fully fund the Dorian Drive project using the unexpected ODOT funding and previously budgeted storm water projects.

This resolution also appropriates funding for the Airport Way project using \$104,500 of this unexpected ODOT funding, \$35,000 for water and sewer from the Utility Capitalization Fee Department and \$10,500 in the Storm Sewer fund that was moved from an additional project.

ANALYSIS:

- A. **STRATEGIC PLAN** This project is consistent with the Growth section of the City Strategic Plan. Specifically the Growth Goal includes strategies and objectives to make improvements to the Ontario City Municipal Airport that would make it more attractive to development.
- B. **FINANCIAL** This will increase revenue and expenditure appropriations in the street fund by the \$172,297 revenues. Street fund expenditures will be increased by \$129,500 for projects and allocating \$42,797 to Street Fund contingency. IF that contingency amount is not used, we recommend adding it to the SE 5th Avenue Street Project. The \$25,000 budgeted toward Dorian Street is the difference in the cost to engineer the street section and what was budgeted to cover the drain. The City Council made the decision to do the street engineering instead of covering the drain.

The UCF department will move \$35,000 from contingency to fund the water and sewer lines at Airport Way.

The Storm Fund will allocate \$10,500 from one project to the Airport Way improvements.

- C. **TIMING** Staff would like to get the projects started as quick as possible.
- D. **POLICY/LEGAL** A formal resolution approved by the City Council is required to expend funds per ORS 294.

ALTERNATIVES:

A. Take No Action on this Matter: This would cause the City to either find different funding sources for the projects or to not do them at all.

RECOMMENDATION:

Staff recommends the City Council approve Resolution #2021-136.

ATTACHMENTS:

1. Resolution #2021-136 ODOT funding, Dorian Drive & Airport Way



RESOLUTION #2021-136

A RESOLUTION TO APPROPRIATE UNEXPECTED STREET FUND REVENUES FOR EXPENDITURE AND APPROPRIATING EXPENDITURES FOR DORIAN AND AIRPORT WAY PROJECTS

- WHEREAS,** The City received an unexpected \$172,297.52 from ODOT for COVID revenue shortages; **and**
- WHEREAS,** The city is required to match half the total project at airport way that includes street, water, sewer and storm expenditures; **and**
- WHEREAS,** The city council would like to fund street and storm water improvements to Dorian Way; **and**
- WHEREAS,** The City desires to modify the 2021-2022 budget in order to pay the necessary expenditures.

NOW THEREFORE, BE IT HEREBY RESOLVED by the Ontario City Council, to approve the following adjustment to the fiscal year 2021-2022 budget:

Line Item	Item Description	FY 21-22 Budget	Amount of Change	Adjusted Budget
STREET FUND				
045-000-469201	Misc Street Revenues	\$1,000	\$172,297	\$173,297
045-090-719284	Dorian Street Improvements	\$ -	\$25,000	\$25,000
045-090-719285	Airport Way Street Project	\$ -	\$104,500	\$104,500
045-090-871000	Operating Contingency	\$ -	\$42,797	\$42,797
CAPITAL PROJECTS FUND – UCF DEPARTMENT				
030-087-719319	Airport Way Water & Sewer Line	\$ -	\$35,000	\$35,000
030-087-871000	UCF Dept Contingency	\$2,373,492	(\$35,000)	\$2,338,492
STORM SEWER FUND				
115-170-719301	Storm Drainage Mainline Repair	\$50,000	(\$10,500)	\$39,500
115-170-719305	Airport Way Storm Sewer Improvements	\$ -	\$10,500	\$10,500

EFFECTIVE DATE: Effective immediately upon passage.

PASSED AND ADOPTED by the City Council of the City of Ontario this 24th day of August 2021, by the following vote:

AYES:

NAYES:

ABSENT:

APPROVED by the Mayor this 24th day of August, 2021.

Riley J. Hill, Mayor

ATTEST:

Tori Barnett, MMC, City Recorder



**AGENDA REPORT
NEW BUSINESS
August 24, 2021**

To: Mayor and City Council

FROM: Paul Woods, City Engineer

THROUGH: Adam J. Brown, City Manager

SUBJECT: **AWARD OF ENGINEERING CONTRACT TO KELLER ASSOCIATES FOR TAPADERA LIFT STATION FINAL DESIGN**

DATE: August 12, 2021

PROPOSED MOTION:

I MOVE THE CITY COUNCIL AWARD AN ENGINEERING CONTRACT AMENDMENT TO KELLER ASSOCIATES IN THE AMOUNT OF \$99,300 FOR THE TAPADERA LIFT STATION FINAL DESIGN AND BIDDING SERVICES.

SUMMARY:

The Tapadera sewer lift station serves the commercial area of Ontario on East Idaho, which has seen continuous growth over the past decade. It has reached capacity and is in need of upgrading to accommodate growth. This amendment establishes the scope of work, compensation, and schedule for the final design and bidding support phase of the project implementation.

BACKGROUND:

The Tapadera sewer lift station has reached its capacity and is need of upgrading to accommodate flow growth. The original contract established the scope of work, schedule, and compensation for the preliminary design phase of upgrades to the Tapadera lift station. This amendment establishes the scope of work, compensation, and schedule for the final design and bidding support phase of the project implementation.

CURRENT SITUATION:

In general, the recommended project improvements include construction of a parallel 8-foot diameter wet well, interconnecting pipe between the two wet wells, two new submersible-style pumps and appurtenances in the new wet well, a new valve vault that houses isolation and check valves, flow meter, and bypass pumping assembly, new electrical building, yard piping and expanded access and security fencing, and a new larger standby power diesel generator. In general, no modifications will be made to the existing electrical building, wet well

and pumps, valve vault chamber, and 6 and 10-inch pressure mains.

ANALYSIS:

- A. **STRATEGIC PLAN** The project is consistent with the Strategic Plan.
- B. **FINANCIAL** The proposed contract amendment is for \$99,300 increasing the total authorized amount of the contract to \$152,200. The amount of the budget amendment is consistent with the proposed capital improvements budget for engineering design.
- C. **TIMING** Time is of the essence as the project is being completed in conjunction with adjacent development. Construction of the lift station must be completed prior to an adjacent building construction.
- D. **POLICY/LEGAL** The contract amendment is required to be approved by the City Council.

ALTERNATIVES:

The project is essential and delay may cause sewer service problems.

RECOMMENDATION:

Staff recommends awarding an engineering contract amendment in the amount of \$99,300 to Keller Associates for the final design of the Tapadera Lift Station improvements.

ATTACHMENTS:

- 1. KA Ontario_Tapader LS_ Amendment No. 1_2021-8-6

AMENDMENT TO OWNER-CONSULTANT AGREEMENT

Amendment No. 1

Background Data:

Effective Date of Owner-Consultant Agreement: March 16, 2021
Effective Date of this Amendment: _____
Owner: City of Ontario, Oregon
Consultant: Keller Associates, Inc.
Project: KA #: 217032-003

Nature of Amendment:

The original contract established the scope of work, schedule, and compensation for the preliminary design phase of upgrades to the Ontario Tapadera lift station. This amendment establishes the scope of work, compensation, and schedule for the final design and bidding support phase of the project implementation.

Description of Modifications:

The Project Description is supplemented with the following: In general, the recommended project improvements include construction of a parallel 8-foot diameter wet well, interconnecting pipe between the two wet wells, two new submersible-style pumps and appurtenances in the new wet well, a new valve vault that houses isolation and check valves, flow meter, and bypass pumping assembly, new electrical building, yard piping and expanded access and security fencing, and a new larger standby power diesel generator. In general, no modifications will be made to the existing electrical building, wet well and pumps, valve vault chamber, and 6 and 10-inch pressure mains.

Task 1: Project Management is modified with the following: The project management budget assumes an additional 3 months for final design services.

The Task 3 is supplemented with the following:

Task 3 – Final Design

Final design of the lift station facilities will be completed by Consultant. Consultant will prepare civil, grading, mechanical, plumbing, HVAC, electrical and control (P&ID), architectural, and structural design plans and specifications for the construction of the lift station upgrades. Consultant will coordinate with Owner system integrator (ACS) regarding the control and integration components of the project. It is contemplated that the bidding documents will require the bidders to utilize either the Consultant's or Owner's SCADA integrator for programming and integration services during the construction phase of the project. The Consultant will provide the following services as part of final design:

- 3.1. **Design Drafting:** Consultant will perform design drafting in AutoCAD for the construction plans which will include a vicinity map, sheet indexes, north arrows, scale, topography, pipe size, surface repair, property lines, found monuments and property corners, property ownership and proposed development linework furnished by property owner, and survey control.
- 3.2. **Bidding and Technical Specifications:** Technical specifications will be in accordance with the 2020 ISPWC and site-specific technical specifications. Consultant will be responsible for preparing Special Provisions for the project. Front-end construction bidding documents (bid advertising, instructions to bidders, bid forms, bid bonds, insurance requirements, agreements, general provisions, and supplemental conditions) shall be based on Engineers Joint Contract Documents Committee (EJCDC).

3.3. **60% Plans:** Consultant will prepare 60% plans and submit a review set of plans to the Owner and meet with Owner to receive comments and discuss plans. It is contemplated the plans will have a single lump sum bid schedule.

3.4. **100% Plans, Specifications, and Bidding Documents:** Consultant will submit a review set of plans, specifications, and cost estimate to the Owner and DEQ for review and comment. Project erosion, sediment control, and traffic control general specifications, will be provided. The Contractor will be required to submit final sediment and erosion control plans to the Owner at the time of construction. Final specifications will include traffic control constraints. It is anticipated that traffic control plans will be prepared by the Contractor as part of the CHD4 right-of-way permit. The Consultant will meet with the Owner to receive comments and discuss plans and specifications.

Consultant will incorporate appropriate revisions/comments made by the Owner and DEQ into a final set of stamped plans, specifications, and bidding documents.

Assumptions: Consultant services for control and instrumentation will include developing instrumentation cabling diagrams. The panel design and control wiring diagrams will be developed by SCADA integrator during the construction phase of the project.

Deliverables: Consultant will provide the following deliverables as part of completion of this task:

- 60% Plan package (PDF set – 11x17).
- 100% Plans, specifications, and bidding documents (PDF set – 11x17).
- Updated cost estimate at 100% design.

Owner Responsibilities: Owner will provide the following.

- Legal and risk review of contract documents.

The Task 4 is supplemented with the following:

Task 4 – Bidding Support Services

Consultant will provide bidding support for a single, public advertisement bid process. Bidding support will include attendance at a prebid meeting, responding to contractor questions during the bidding process, issuing addenda, attending the bid opening, reviewing bids, and recommending an action in response to the submitted bids.

Owner Responsibilities: Owner will provide the following information/tasks.

- Pay for advertisement costs.
- Provide legal and risk assessment review services for bidding documents if required.
- Provide a meeting location for the prebid meeting and bid opening.

The Task 8 is deleted from the scope of work in its entirety

Schedule: The following modifications are made to the Schedule.

- 50% design milestone is changed to 60% plans which will be completed within 45 days of receiving comments/approval from the Owner on the Preliminary Engineering Report and within 45 days of effective date of this amendment (whichever occurs last).
- 90% design milestone is deleted.
- 100% Design will be completed and submitted to the Owner and DEQ within 45 days of receiving comments from the Owner on the 60% plans.

Compensation Summary: Update the compensation schedule per the following table:

Task	Billing Basis	Original Agreement	Prior Amendments	This Amendment	Total
Task 1: Project Management	LS	\$6,700	n/a	\$3,500	\$10,200
Task 2: Phase 1 Engineering Services	LS	\$34,700	n/a	\$0	\$34,700
Task 3: Final Design	LS	TBD	n/a	\$94,700	\$94,700
Task 4: Services During Bidding	LS	TBD	n/a	\$7,600	\$7,600
Task 5: Construction Phase Services	LS	TBD	n/a	\$0	\$0
Task 6: Construction Observation Services	T&M	TBD	n/a	\$0	\$0
Task 7: Project Close-out	LS	TBD	n/a	\$0	\$0
Task 8: Downstream Flow Monitoring and Capacity Analysis (Additional Service)	T&M	\$6,500	n/a	-\$6,500	\$0
Task 9: Management Reserve (Additional Service)	T&M	\$5,000	n/a	\$0	\$5,000
Total		\$52,900		\$99,300	\$152,200

All provisions of the Agreement not modified by this or previous amendments remain in effect. In witness thereof, the parties hereto have executed or caused to be executed by their duly authorized officials this Amendment to the Agreement on the respective dates indicated below.

OWNER: CITY OF ONTARIO, OREGON

CONSULTANT: KELLER ASSOCIATES, INC.

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

Signature:  
Name: Larry Rupp
Title: President
Address: 131 SW 5th Ave., Suite A Meridian, ID 83642
Telephone: (208) 288-1992
Date: 8/6/2021



**AGENDA REPORT
NEW BUSINESS
August 24, 2021**

To: Mayor and City Council

FROM: Paul Woods, City Engineer

THROUGH: Adam J. Brown, City Manager

SUBJECT: **AWARD OF CIVIL ENGINEERING AND SURVEYING CONTRACT TO CK3, LLC FOR DESIGN PLANS AND SPECIFICATION FOR STREET AND STORM WATER IMPROVEMENTS TO DORIAN DRIVE BETWEEN NW 4TH AVENUE AND WEST IDAHO AVENUE**

DATE: August 12, 2021

PROPOSED MOTION:

I MOVE THE CITY COUNCIL AWARD A CIVIL ENGINEERING AND SURVEYING CONTRACT TO CK3, LLC IN THE AMOUNT OF \$65,240 FOR DESIGN PLANS AND SPECIFICATIONS TO FACILITATE STREET AND STORM WATER IMPROVEMENTS TO DORIAN DRIVE BETWEEN NW 4TH AVENUE AND WEST IDAHO AVENUE.

SUMMARY:

The Mayor and Council directed staff to complete engineering design plans for Dorian Drive between NW 4th Avenue and West Idaho Avenue to assist in the facilitation of improvements as future development occurs and frontage improvements are required of applicants. The award of a civil engineering and surveying contract to CK3, LLC will complete the work as directed by the Mayor and Council.

BACKGROUND:

The 2021-2022 Budget included \$40,000 to cover the drain along Dorian St. Because of a septic failure, a property on Dorian was required to be annexed into the city. Dorian Drive between NW 4th Avenue and West Idaho Avenue is a mix of complete and incomplete street section components. In addition, the storm water collection system is not developed in the area and irrigation deliveries complicate storm water improvements.

Annexing in requires completion of the street in front of the property. Without a street, pedestrian, and drain design the burden fell unevenly to the one property owner already in distress from a septic failure who had to annex into the city to receive water and sewer. After discussion, the City Council directed staff to reallocate funding from the drain project to a

design of the street.

This change to move forward with engineering design plans and specifications to complete street and storm water improvements to Dorian Drive between NW 4th Avenue and West Idaho Avenue will take away one burden in developing this area.

CURRENT SITUATION:

Absent a complete engineering design, individual parcel owners are faced with the burden of engineering the whole street section in order to detail the street and storm water improvements. Pre-designing Dorian Drive within the defined limits will remove the burden and help facilitate future improvements.

ANALYSIS:

- A. **STRATEGIC PLAN** No strategic plan impact.
- B. **FINANCIAL** The project was not fully identified in the current fiscal year capital improvement plan. There was \$40,000 budgeted for storm improvements, but nothing budgeted in streets. There is a resolution following that will fund the project out of unexpected ODOT revenues. The total cost of the engineering service is \$65,240. The difference is \$25,240.
- C. **TIMING** The timing is not urgent but should proceed in a timely manner.
- D. **POLICY/LEGAL** It is policy for Council to approve bid awards.

ALTERNATIVES:

If the Council elects not to move forward with the engineering contract it could hinder other future development in the area.

RECOMMENDATION:

Staff recommends awarding an engineering and surveying contract to CK3,LLC for completion of engineering design plans and specifications for improvements to Dorian Drive between NW 4th Avenue and W Idaho Avenue.

ATTACHMENTS:

- 1. Dorian Drive Sub Task 7

City of Ontario Oregon

SUB TASK AUTHORIZATION (reference and made a part of "Master Service Agreement")

Exhibit 1 - Work Authorization

Consultant:	Master Services Subcontract Agreement Dated <u>10/11/2018</u>
CK3, LLC	Sub Task Authorization Date _____
368 SW 5th Ave	Sub Task Authorization No. <u>7</u>
Ontario OR 97914	Project No. _____
	PO No. _____

Project Name DORIAN DRIVE STREET IMPROVEMENTS

This Sub Task Authorization is in accordance with the Master Services Subcontract Agreement reference above. City of Ontario ("Owner") and CK3, LLC ("Consultant") agree to all terms and conditions within the Master Services Subcontract Agreement. This Sub Task Authorization, when signed by both parties, shall become effective and merged with the Master Services Subcontract Agreement.

Scope of Work

The Scope of Work is described in Exhibit 1 - Scope of Work attached hereto.

Compensation

Compensation will be on an hourly basis as follows:

Engineering & Surveying Task 1 \$65,240.00
Engineering Task 2 \$TBD

The maximum compensation for the Work as defined with Exhibit "1" scope of work shall not exceed \$65,240.00 for Engineering Task 1, without prior written authorization.

Schedule

The Work shall commence within 30 calendar days following Notice to Proceed.

Special Instructions

None

Accepted:
CK3, LLC

By [Signature]
Printed Name LANCE KENDRICK
Title MEMBER / PLS
Date 8/10/2021

City of Ontario
Task 1 Approval

By _____
Printed Name _____
Title _____
Date _____

EXHIBIT "1" Scope of Work

- 1. BASIC CONSULTANT SERVICES.** The CONSULTANT will perform the following Civil Engineering & Surveying services for the project: Civil Engineering Plans and Specification to support the street and storm design, for the project on Dorian Drive, within the area between SW 4th Avenue and NW 4th Ave. The design will be made delivered to the City in paper PDF and CAD for use in future development.

Engineering & Surveying Task 1:

Engineering:

- a. Perform pre-engineering site visits to examine the existing facilities and site conditions.
- b. Review topographic and right of way survey information to determine alignment standards and new right-of-way that may be required, does not include any work relating to obtaining new/additional right of way.
- c. Review all geotechnical reports and recommendation to determine infiltration rate for the area.
- d. Review all existing utilities and determine condition to provide recommendation of extension and/or replacement prior to street construction.
- e. Determine surface water generated to Dorian Drive Street Improvement project and provide recommended BMP to handle surface water, for those areas included as shown in exhibit "A".
- f. Based on regulations, code, and design standards affecting the project provide design standard recommendation for Dorian Drive Street Improvement for City of Ontario approval. Work with city staff to achieve the final design layout.
- g. Provide Construction drawings and specification showing street and surface water improvements at 75% complete for City of Ontario approval.
- h. Prepare and Stamp Construction drawings and specification for street and surface water improvements for Dorian Drive Street Improvement project.

Surveying:

- a. Contact Oregon Dig Line for utility locates.
- b. Send Right-Of-Entry letters to adjoining land owners.
- c. Establish horizontal and vertical control station within the limits of the project site for future construction control, the horizontal and vertical datum will be based on the Oregon Coordinate Reference System "Ontario Zone", vertical datum will be NAVD 88.
- d. General topographical surveying of the street section/right of way including tie in data for each side street, along with all visible surface features, utility locates and manhole and catch basin invert elevations, pipe size and flow directions, all (based on utility locate marks). (see notes and exhibit "A")
- e. All topographical survey data will be made apart of the final design data/deliverables.
- f. Locate, and tie to project control, visible public land survey monuments and street monuments within the project limits.
- g. Show record right of way based on plats, surveys and other available maps and deeds as provided by city. Does not include detailed research of the current right of way, or any work relating to obtaining new/additional right of way.

Engineering Task 2:

- a. Construction Support during future development as requested and authorized by the City.

Notes:

Survey: The scope of work includes providing full topographical data within a 80 foot wide corridor as shown on exhibit "A" and expanding that collection of data to those areas indicated as "Additional Topo" based on drainage issues observed, if additional areas are discovered to be needed, additional costs will need to be negotiated. Survey monuments will be tied and shown, a record of survey will not be provided due to the uncertainty of future construction, and as discussed and agreed to with the Malheur County Surveyor.

Engineering: The scope of work includes providing full street/storm design to accommodate the cities street section, those area shown on exhibit "A" as "Design Void Area" will be shown as existing both street and storm there will be no new design data or accounting for these areas within the new design, it is assumed that the existing storm structures in these area will remain. Additionally the area on exhibit "A" (page 2) shown as "Tuttle Subdivision" is a large area currently draining into the Dorian street section and is likely beyond what can be handed in a typical street section design, the City will negotiate with the Irrigation Company what will remain, any design work relating to this additional drainage area will require additional cost negotiations.

EXHIBIT "A" (pg-1)

MATCH LINE

FULL STREET TOPO
AND DESIGN AREA

ADDITIONAL TOPO
AREA DUE TO
DRAINAGE

DESIGN VOID AREA
EXISTING STREET
& STORM FEAR
CONDITION

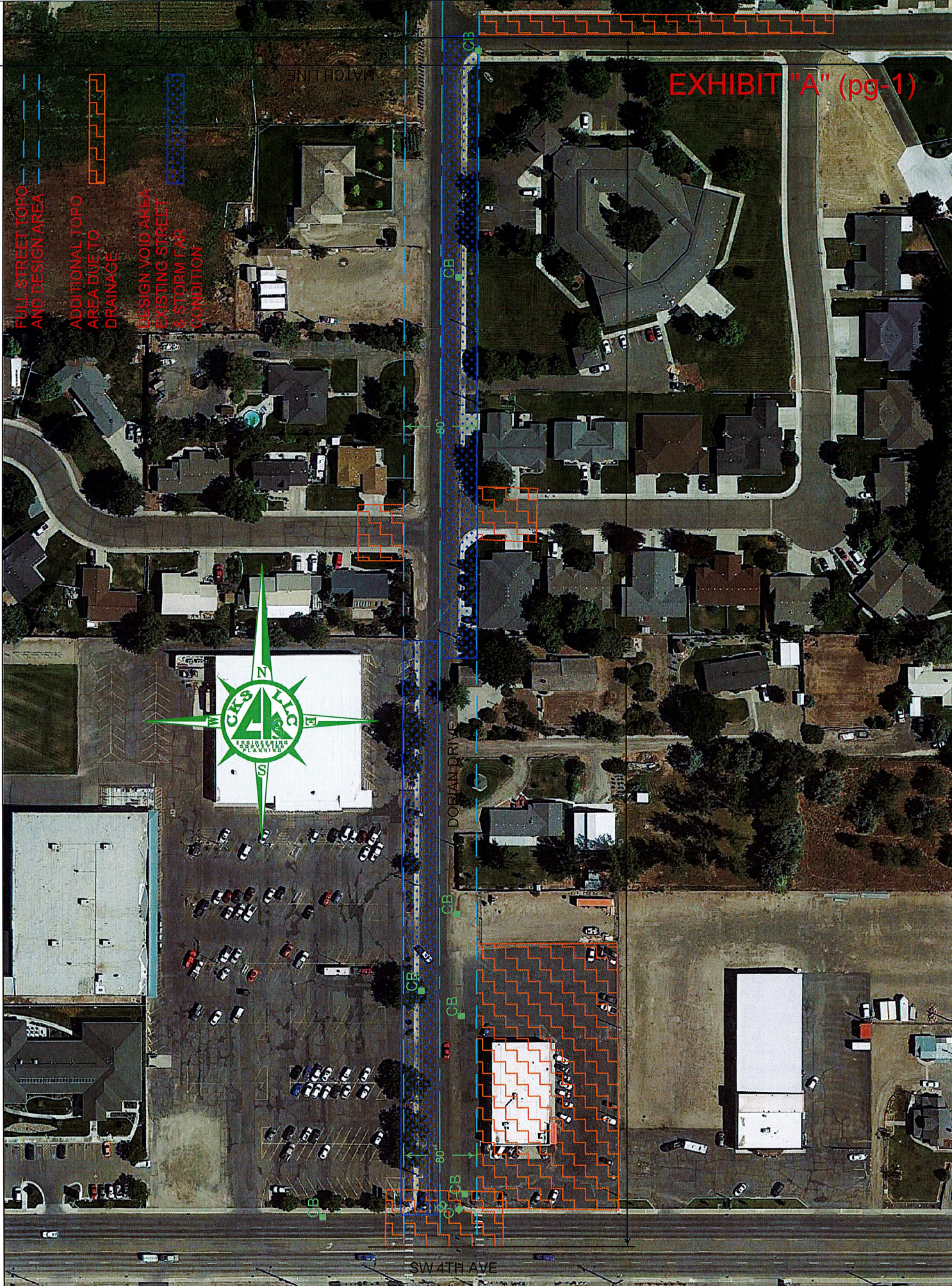


20'

DORIAN DRIVE

20'

SW 4TH AVE



NW 4TH AVE



DORMAL DRIVE

TUTTLE SUBDIVISION

CB

80

PAVE STREET TOPO
AND DESIGN AREA

ADDITIONAL TOPO
AREA DUE TO
DRAINAGE

DESIGN VOID AREA
EXISTING STREET
& STORM-FAR
CONDTION



Serving the Greater Northwest since 1972

CK3, LLC

ENGINEERING-SURVEYING & PLANNING

368 SW 5TH AVENUE, ONTARIO, OR 97914
945 W ORCHARD AVENUE, HERMISTON, OR 97838

2021 HOURLY RATE SCHEDULE

Engineers

Engineering Specialist	\$195.00	per hour
Civil Engineer	\$140.00	
Structural Engineer	\$160.00	
Electrical Engineer	\$160.00	
Structural or Civil E.I.T.	\$125.00	

Planners

Planner	\$120.00
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Surveyors

Surveying Specialist	\$190.00
Professional Land Surveyor	\$130.00
Survey Manager	\$110.00
Survey Crew	\$160.00
Survey Crew with PLS	\$190.00
3D Laser Scanning	\$270.00
UTV/Boat/Horse back (crew surcharge)	\$55.00
Survey Technician	\$95.00
Junior Survey Technician	\$75.00

Cad Operator

Drafter/Designer	\$95.00
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Office Personnel

Office Manager	\$65.00
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Travel time is charged Portal to Portal at the appropriate rate.

Overtime rate is 1.5 times basic rates shown above. Holiday work is 2.0 times the basic rates shown above. Expert and Expert Testimony work is shown above as Engineering Specialist and Surveying Specialist. Expenses, including commercial travel, lodging, material, communication, postage and supplies are charged out at cost plus 15%. A 40% increase applies to rates on projects subject to Prevailing Wage.



**AGENDA REPORT
NEW BUSINESS
August 24, 2021**

To: Mayor and City Council

FROM: Paul Woods, City Engineer

THROUGH: Adam J. Brown, City Manager

SUBJECT: **AWARD OF ENGINEERING CONTRACT TO MURRAYSMITH, INC. FOR
WASTEWATER OUTFALL DIFFUSER FINAL ENGINEERING DESIGN AND
PERMITTING**

DATE: August 12, 2021

PROPOSED MOTION:

I MOVE THE CITY COUNCIL AWARD AN ENGINEERING CONTRACT TO MURRAYSMITH, INC. IN THE AMOUNT OF \$93,298 FOR ENGINEERING DESIGN PLANS AND SPECIFICATIONS AND PERMITTING OF IMPROVEMENTS TO THE CITY'S WASTEWATER TREATMENT OUTFALL TO THE SNAKE RIVER.

SUMMARY:

The city's NPDES wastewater permit requires the city to upgrade the wastewater outfall in the Snake River to a multi-port diffuser outfall to minimize the impact on aquatic biota. This engineering contract is consistent with the preliminary engineering submittals that have been approved by Oregon DEQ.

BACKGROUND:

The city's NPDES wastewater permit requires the city to upgrade the wastewater outfall in the Snake River to a multi-port diffuser outfall in order to minimize the impact on aquatic biota.

CURRENT SITUATION:

Oregon DEQ has approved the preliminary engineering of the diffuser that dictates the size and number of ports. Detailed engineering design plans and permitting are required to move the project forward.

ANALYSIS:

- A. **STRATEGIC PLAN** No strategic plan impact.
- B. **FINANCIAL** The project is in the capital improvement project in the adopted budget

for \$272,000 in FY 2022. The contract for design services is for \$93,298. The total project budget is estimated at \$710,000.

- C. **TIMING** Timely approval is needed to meet the NPDES Permit schedule of compliance.
- D. **POLICY/LEGAL** The City Council is required to approve this contract.

ALTERNATIVES:

Failure to approve the project may lead to non-compliance action by DEQ.

RECOMMENDATION:

Staff recommends approval of the engineering design and permitting contract with Murrysmith, Inc. to complete the work necessary for NPDES permit compliance.

ATTACHMENTS:

1. Scope of Work Ontario Outfall Design Package_Draft7.23.2021

TASK ORDER OUTFALL DESIGN

CITY OF ONTARIO, OREGON

This Scope is for professional services between Murraysmith, Inc. (Murraysmith) and the City of Ontario, Oregon (City) for the design of improvements to the wastewater treatment plant's (WWTP's) effluent outfall. The services provided under this scope will be completed under the current Continuing Professional Engineering Service agreement (July 2019).

Background

The City of Ontario, Oregon's WWTP discharges treated municipal wastewater into the Snake River (RM 369.2) via a submerged single port discharge (National Pollutant Discharge Elimination System Permit #101633). As part of the process of renewing this permit, the Oregon Department of Environmental Quality (ODEQ) has completed an initial Reasonable Potential Analysis (RPA) that identified several likely compliance issues. In 2013, the City completed a Level 1 Mixing Zone Study that identified the potential to improve the City's existing outfall to help address some of the compliance issues identified by ODEQ. In June 2020, Murraysmith supported the City in completing the ODEQ required Level 2 Mixing Zone Study. In May 2021, Murraysmith supported the City in completing the preliminary outfall design with ODEQ approval.

This Task Order (TO) is for the development of an outfall improvement design package that will be used for permitting and construction. At the completion of this work, a subsequent TO will be submitted to cover the bidding and construction support services.

Scope of Services

The Phase 1 services are divided into the following major tasks:

- Task 1 – Project Management
- Task 2 – Data Collection
- Task 3 – Permitting
- Task 4 – Design

Task 1 - Project Management

The purpose of this task is to provide management of the project team, schedule, and budget. Included in this task are monthly invoicing, budget and schedule review, updates, team meetings and general administrative tasks. As project manager, Mark Cummings will lead communication with the City and the team throughout the duration of the project.

Assumptions

- Project duration will be no more than 16 months.

Deliverables

- Monthly invoices and project updates to the City

Task 2 – Data Collection

CONSULTANT will review CITY provided construction and planning documents as well as perform surveys to understand outfall construction limits of removal and replacement. This task will include the following.

- Topographic survey to determine horizontal and vertical location of surface features as well as Right-of-Way and property boundaries. This task will also include survey of utility markouts performed by DIGLINE
- Snake River bathymetric survey – 5' x 5' grid to develop 1' contours in area of new diffuser only
- Engineering site visit

Task 3 – Permitting

In order to ensure that permitting does not delay outfall diffuser construction, Murraysmith will initiate conversations with the pertinent regulatory agencies to brief them on the project and begin/apply permitting requirements.

Subtask 3.1 Joint Permit Application

Work below the ordinary high water (OHW) level of the Snake River will trigger the need for a Clean Water Act (CWA) Section 404 Permit from the U.S. Army Corps of Engineers (USACE) and a Removal-Fill Permit from the Oregon Department of State Lands (DSL). The issuance of a federal (USACE) permit will also trigger the need to obtain a 401 Water Quality Certification for the project from the Oregon Department of Environmental Quality (DEQ).

Consultant will prepare a Joint Permit Application (JPA) for submittal to the USACE, DSL, and DEQ for the Section 404 Permit, Removal-Fill Permit, and 401 Water Quality Certification. The

application package will include a completed standard JPA form and supporting attachments that address agency requirements for content and format. The application will describe the project's purpose/need and major elements, proposed construction approach, alternatives considered, unavoidable impacts and benefits, impact avoidance and minimization measures, and proposed mitigation, if required. A site visit will be completed site to observe and document site conditions to support the application.

Consultant will prepare the permit narrative and site orientation graphics (e.g., aerial photograph, USGS topo map, tax lot map) and assemble the package. Permit-level design drawings, removal/fill impact areas and volumes, and proposed construction methods for the permit application will be prepared.

Subtask 3.2 Pre-Filing Meeting Request and Agency Coordination

Consultant will submit an on-line Pre-Filing Meeting Request to DEQ at least 30 days prior to submission of the JPA, as required under new 401 Water Quality Certification rules. Consultant will participate in pre-application coordination with DEQ, USACE, and DSL to help communicate the project objectives and approach, review anticipated resource impacts and benefits, and discuss application content, review processes, and schedules. We anticipate the early agency coordination would be handled primarily through phone calls, emails, and/or videoconference.

Consultant will maintain contact with USACE, DSL, and DEQ staff after application submittal to track review status and respond to questions and comments as needed. Our role in the agency coordination would be to generally help the City of Ontario ensure a timely and predictable agency review process that maintains project schedules and avoids surprises.

Subtask 3.3 DSL Waterway Easement Application

Submerged and submersible land in state-owned waterways in Oregon is managed by DSL. As a long-term utility structure that crosses the Snake River, the proposed diffuser section of outfall pipe may require a DSL easement, in addition to the Removal-Fill Permit noted in Task 1. DSL's Aquatic Resource Management Program staff will review the project during the DSL Removal-Fill Permit comment period and determine easement needs and submittal requirements.

Consultant will complete an Easement Application Form for submittal to DSL. This will include preparation of required attachments including site orientation graphics, dimension drawing of the easement area and existing/proposed structures, assessor maps, tax statements, legal description of the easement area and associated survey (if required).

Assumptions

- Agencies that will be contacted include US Army Corps of Engineers, Oregon Department of State Lands (DSL), ODEQ, Oregon State Historic Preservation Office (SHPO), US Fish and Wildlife Service, Oregon State Marine Board.
- Per previous conversations with ODEQ, coordination with similar agencies from the state of Idaho are assumed to not be necessary.

- Any required permitting and application fees will be paid by the CITY.
- City of Ontario will sign all applications and permits.
 - Other anticipated fees include an estimated
 - \$841 fee for the DSL removal-Fill Permit
 - \$985 fee for the ODEQ 401 Water Quality Certification Review fee
 - The DSL easement application requires an application fee of \$750 and a compensatory payment to DSL for crossings about non-trust lands. Per OAR 141-123-0060 (1) this payment is the larger of:
 - 33-1/3% of the market value of the adjacent riparian tax lots (subject to limitations under provision (2));
 - \$500; or
 - The highest Comparative Compensatory Payment.
 - An exemption for this fee may be granted if the outfall is considered to be a pressurized sanitary main.
- The project will be authorized under a USACE Nationwide Permit (e.g., #58 for Utility Line Activities and/or #7 for Outfall Structures) and an Individual Permit from USACE will not be needed.
- The project can be constructed to have no effect on threatened and endangered species protected under the federal Endangered Species Act, and that Section 7 consultation with National Marine Fisheries Services and/or U.S. Fish and Wildlife Service will not be needed. The JPA determination will be no effect. A Biological Assessment and Section 7 consultation will not be needed.
- The project will not add impervious surface and ODEQ will not require a Post-Construction Stormwater Management Plan (SWMP) as part of its 401 Certification review. Preparation of a SWMP is therefore not included.
- USACE will be the federal lead agency for National Historic Preservation Act (NHPA) Section 106 consultation with the State Historic Preservation Office (SHPO) and tribes. The USACE archaeologist will complete a desktop analysis of cultural resources to inform the consultation and submit a proposed determination of effect to SHPO for comment. A Cultural Resources Assessment required.

- Mitigation requirements for permanent waterway impacts of a new diffuser section will be verified with USACE and DSL, and a mitigation approach will be described in the application. This scope of work does not include design services for mitigation.
- A single consolidated set of client comments will be provided on draft submittals.
- Meetings - attendance at up to two meetings with City may be needed.

Deliverables

- Draft and Final JPA Package
- DEQ Pre-Filing Meeting Request
- Draft and Final DSL Easement Application

Task 4 – Design

The purpose of this task is to transform the developed design into the detailed Contract Documents necessary for the bidding, award, and construction of the work. This task has been divided into three steps to facilitate review and finalization of the documents.

Subtask 4.1 60% Design

CONSULTANT will develop a 60% design package based on the direction provided on the preliminary design. The 60% Design package will be submitted in one (1) PDF form to the CITY for review and shall include the following.

- Construction Plans consisting of:
 - Standard Construction notes to be provided by the CITY.
 - Construction Plan Sheets.
 - Construction details.
 - Erosion Control Plan, for bid purposes only.
 - Traffic Control Plan, for bid purposes only.
- Opinion of Probable Cost

CONSULTANT will present the results of the 60% design at a review meeting with the City.

Subtask 4.2 90% Design

CONSULTANT will develop a 90% design package based on the comments on the 60% design submittal. The 90% Design package will be submitted in one (1) PDF form to the CITY for review and shall include the following.

- Construction Plans consisting of:
 - Standard Construction notes to be provided by the CITY.
 - Construction Plan Sheets.

- Construction details.
 - Erosion Control Plan, for bid purposes only.
 - Traffic Control Plan, for bid purposes only.
- Opinion of Probable Cost
- Technical specifications.
- Front-end specifications

The 90% plans are assumed to be "bid ready" and are only missing minor City comments and approvals. The 90% Design package will be submitted in one (1) PDF form to the CITY. CONSULTANT may attend a meeting with the CITY to review comments from the 90% design package.

Subtask 4.3 100% Design

CONSULTANT will finalize the 100% design package based on the comments on the 90% plans from the City.

Assumptions

- New diffuser is assumed to be in same general location as existing outfall.
- Murraysmith will endeavor to achieve the target dilution ratios as determined from the Tier 2 Mixing Zone Study and required by ODEQ. However, due to regulatory and or physical mixing zone constraints, there is no guarantee this is possible.
- No boundary survey is required for this project.
- Consultant's standard documents (which are based on the Engineering Joint Contract Documents) will be used for the basis of the Bidding Requirements, Contract Forms, and Conditions of the Contract sections of the Contract Documents. These base documents will be augmented with amendments or revisions as necessary to address both Pasco and Ecology SRF specific standards and requirements, as applicable.
- The specifications will be based on consultant's standard documents and follow the 50 division Construction Specification Institute (CSI) format.
- The Contract Documents shall consist of the following elements or sections – Bidding Requirements, Contract Forms, Conditions of the Contract, Technical Specifications, and Drawings.
- All improvements and construction activities will take place within the public right-of-way. It is assumed that no work will be performed on Private Property.
- Geotechnical investigation is not required for this project and is therefore not included in the SOW.

- It is assumed that the area of the project will be less than 1 acre and therefore a Storm Water Pollution Prevention Plan (SWPPP) is not required.
- Erosion control plans will be prepared for contractor bid purposes only and to identify facilities to be protected in place.
- In water sedimentation requirements include use of sediment curtain.
- Traffic control plans will be prepared for contractor bid purposes only. It is assumed the CITY will provide direction to the CONSULTANT and assist with other jurisdiction communication regarding road closures and availability preferences during construction activities.
- Public involvement and coordination are not required during design or will be provided by the CITY.
- Plans will be half size (11-inch x 17-inch).
- Any required permitting fees will be paid by the CITY.

Deliverables

- 60% Design Document Package (PDF electronic format).
- 90% Contract Document Package (PDF electronic format).
- 100% and Final Contract Documents (PDF electronic format and two full size hard copy for ODEQ).

Budget

The work covered under this scope of work will be billed on a time and materials basis at the billing rates for personnel working directly on the project, which will be made at the Consultant's Hourly Rates, plus Direct Expenses incurred. The total budget shall not be exceeded without prior written authorization from the City. When any budget has been increased or follow-on work contracted, Murraysmith's excess costs expended prior to such an increase will be allowable to the same extent as if such costs had been incurred after the approved increase.

The overall budget estimate breakdown for this work is outlined in the table below. Consultant will manage the work identified to the aggregate authorized budget amount which shall not be exceeded without prior written authorization from the City.

Task	Amount
Task 1 – Project Management	\$ 14,532
Task 2 – Data Collection	\$ 7,074
Task 3 – Permitting	\$ 32,249
Task 4 – Design	\$ 39,444
TOTAL	\$ 93,298

Time of Performance

Assuming a Notice to Proceed in early August 2021, the work provided under this scope of work is anticipated to be completed per the milestone dates provided in the table below. Murraysmith will make every effort to complete the work in a timely manner; however, it is agreed that Murraysmith cannot be responsible for delays occasioned by factors beyond its control, nor by factors that could not reasonably have been foreseen at the time this scope was executed.

Task	Completion Date
Task 1 – Project Management	12/31/2022
Task 2 – Data Collection	9/30/2021
Task 3 – Permitting	12/31/2022
Task 4 – Design	1/17/2022

Task Order Authorization

The parties hereto have caused this Task Order to be executed by their respectively authorized officers or representatives.

CITY OF ONTARIO, OR

Date: _____

By: _____

Name: _____

Title: _____

MURRAYSMITH, INC.

Date: _____

By: _____

Name: _____

Title: _____

OUTFALL DESIGN
PROPOSED FEE ESTIMATE

Staff Name	LABOR CLASSIFICATION (HOURS)						Labor	Subconsultants			Subconsultant Total with Markup	Expenses	CADD Units \$18/hr	Total
	Principal Engineer V	Professional Engineer VII	Professional Engineer III	Professional Engineer IX	Engineering Designer VI	Hours		Mixzon	ESA	Sawtooth				
	Anderson	Cummings, Mark	Kirby	Foote II	Blacketter									
Task 1 - Project Management														
Task 1.1 - Invoices/Progress Reports	8	24	4			36	\$ 7,474				\$ -	\$ -	\$ -	\$ 7,474
Task 1.2 - Project Management and Safety Plan			2			2	\$ 322				\$ -	\$ -	\$ -	\$ 322
Task 1.3 - Kick-Off Meeting	1	2	2			5	\$ 980				\$ -	\$ -	\$ -	\$ 980
Task 1.4 - City and Design Team Coordination		16	4			20	\$ 3,776		\$ 1,800		\$ 1,980	\$ -	\$ -	\$ 5,756
Task 1 Subtotal	9	42	12	0	0	63	\$ 12,552	\$ -	\$ 1,800	\$ -	\$ 1,980	\$ -	\$ -	\$ 14,532
Task 2 - Data Collection														
Task 2.1 - Survey	1	2	4			7	\$ 1,302			\$ 4,000	\$ 4,400	\$ -	\$ -	\$ 5,702
Task 2.2 - Site visit	1	2	4			7	\$ 1,302				\$ -	\$ 70	\$ -	\$ 1,372
Task 2 Subtotal	2	4	8	0	0	14	\$ 2,604	\$ -	\$ -	\$ 4,000	\$ 4,400	\$ 70	\$ -	\$ 7,074
Task 3 - Permitting														
Task 3.1 - Subtask 3.1 Joint Permit Application	1	2	16			19	\$ 3,233				\$ -	\$ -	\$ -	\$ 3,233
Task 3.2 - Subtask 3.2 Pre-Filing Meeting Request and Agency Coordination	1	2	16			19	\$ 3,233		\$ 14,000		\$ 15,400	\$ -	\$ -	\$ 18,633
Task 3.3 - Subtask 3.3 DSL Waterway Easement Application	1	2	16			19	\$ 3,233		\$ 3,000		\$ 3,300	\$ -	\$ -	\$ 6,533
Task 3 Subtotal	3	6	48	0	0	57	\$ 9,699	\$ -	\$ 20,500	\$ -	\$ 22,550	\$ -	\$ -	\$ 32,249
Task 4 - Design														
Task 4.1 - 60% Design Package	4	8	32		24	68	\$ 12,087	\$ 2,000			\$ 2,200	\$ -	\$ 432	\$ 14,719
Task 4.1 - 60% Design Meeting	1	1	2		1	5	\$ 964				\$ -	\$ -	\$ 18	\$ 982
Task 4.2 - 90% Design Package	8	8	32		16	64	\$ 11,718	\$ 2,000			\$ 2,200	\$ -	\$ 288	\$ 14,206
Task 4.2 - 90% Design Meeting	1	8	2	2	1	14	\$ 2,769				\$ -	\$ -	\$ 18	\$ 2,787
Task 4.3 - 100% Design Package	1	8	8		8	25	\$ 4,555				\$ -	\$ -	\$ 144	\$ 4,699
Task 4.3 - Addressing minor ODEQ Comments	1	4	4		2	11	\$ 2,052				\$ -	\$ -	\$ -	\$ 2,052
Task 4 Subtotal	16	37	80	2	52	187	\$ 34,144	\$ 4,000	\$ -	\$ -	\$ 4,400	\$ -	\$ 900	\$ 39,444
TOTAL - ALL TASKS	30	89	148	2	52	321	\$ 58,998	\$ 4,000	\$ 22,300	\$ 4,000	\$ 33,330	\$ 70	\$ 900	\$ 93,298



**AGENDA REPORT
NEW BUSINESS
August 24, 2021**

To: Mayor and City Council

FROM: Paul Woods, City Engineer

THROUGH: Adam J. Brown, City Manager

SUBJECT: AWARD OF CULTURAL MONITORING CONTRACT TO SUPPORT CDBG SEWER LINE REPLACEMENT PROJECT

DATE: August 12, 2021

PROPOSED MOTION:

I MOVE THE CITY COUNCIL TERMINATE THE PRIOR CONTRACT AWARD TO BLUE MOUNTAIN CONSULTING AND AWARD A NEW CONSULTING CONTRACT IN THE AMOUNT OF \$32,786 TO ARH ARCHAEOLOGY AND ARCHITECTURAL HISTORY FOR CULTURAL MONITORING SERVICES TO SUPPORT THE CDBG SEWER LINE REPLACEMENT PROJECT.

SUMMARY:

Attached is the proposed contract for approval.

BACKGROUND:

Cultural monitoring is required during earth disturbing activities during the CDBG Sewer Line replacement project. The City issued a request for proposal and awarded a contract to Blue Mountain Consulting for cultural monitoring services. The project is set to kickoff by September 1st and last week staff was notified that Blue Mountain Consulting could not complete the work due to tragic circumstances affecting the company.

CURRENT SITUATION:

City staff reached out to the other bidder on the project and they were unable to complete the work in the needed timeline. After searching for other available consultants to do the work, ARH was identified as a qualified consultant with capacity to conduct the work. Staff has coordinated with Business Oregon to verify this path forward is appropriate under the CDBG rules.

ANALYSIS:

- A. **STRATEGIC PLAN** No strategic plan impact.

- B. **FINANCIAL** Funding for this service comes from the CDBG Grant Award and the budgeted city's match funding.
- C. **TIMING** The approval is urgently needed to keep from delaying the project.
- D. **POLICY/LEGAL** City staff confirmed with Business Oregon that this award of contract is within the rules established by the CDBG program. The City Council needs to approve the contract award due to it being funded from a federal program.

ALTERNATIVES:

Failure to award the project will result in delay of the project that could compromise the construction bid award and project delivery and price.

RECOMMENDATION:

Staff recommends approval of the cultural monitoring contract with ARH in the amount of \$32,786.

ATTACHMENTS:

1. Letter Proposal City of Ontario Monitoring Project_ARH



August 18, 2021

ARH Proposal No. 2021-016

Paul Woods
City Engineer
444 SW 4th Street
Ontario, OR 97914

Re: Cost Estimate and Scope of Work for Cultural Monitoring for the City of Ontario Sewer Improvement Project.

Dear Nick,

ARH Archaeology and Architectural History, LLC (ARH) is pleased to present this scope of work and cost estimate to assist the City of Ontario, Oregon with cultural resource needs for the City of Ontario Sewer Improvement Project. It is our understanding that the city is seeking assistance with cultural resource monitoring associated with construction activities to be conducted for the project. This proposal includes a short description of the scope of services to be provided, a cost estimate, and the schedule within which the project will be completed. This proposal shall remain valid for 90 days from today's date.

Scope of Work

The scope of services for this project includes the following: Task 1. Kick-off Meeting; Task 2: Monitoring; Task 3: Site Form Preparation (if subsurface resources are located); and Task 4: Monitoring Report. Each of these tasks is described in further detail below.

Task 1. Kick-off Meeting

ARH will attend one kick-off meeting for the project with the Contractor (IMCO), Keller and the City. This meeting will be held remotely by conference call or Zoom.

Task 2. Monitoring

ARH will conduct archaeological monitoring for any ground disturbing activities associated with the project. This is limited to the project area of potential effect (APE) as shown on the attached map. For the purposes of preparing this scope and cost estimate, a maximum of 30 days of monitoring is anticipated. If more than 30 days of monitoring is needed, than a contract modification will be required. A daily rate for monitoring can be provided if needed.

Task 3. Site Form Preparation

If archaeological materials are encountered during monitoring of construction activities, an archaeological site form will be completed to document the resource. ARH will complete up to three site forms for resources located within the project APE. Site forms

Task 4. Monitoring Report

Schedule

Cost Estimate

Costs		
Task	Hrs.	Task Totals
Kick off Meeting	4	\$ 318.00
Monitoring	240	\$ 26,743.20
Site Records	24	\$ 1,908.00
Report	40	\$ 3,180.00
Final Report	8	\$ 636.00

Project Total	\$	32,785.20
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This estimate is based upon the following assumptions:

- For the purposes of this cost estimate, monitoring is anticipated to require up to a maximum of 30 eight (8) hour days to complete (maximum of 240 man hours); if additional monitoring is required past the 30 days, then additional costs will be incurred;
- If fieldwork is delayed due to communication issues, weather or other factors then additional mobilization costs may be incurred.
- A maximum of three archaeological site forms will be completed.
- Monitoring activities will be dependent upon communication with the Construction contractor. In the event that ARH is not given prior notification of

dates of ground disturbance, then ARH will not be held responsible for any violations of the Archaeological Resources Protection Act (ARPA).

- This scope and cost estimate does not include costs for excavation of subsurface features identified during construction, data recovery excavations, or artifact analysis in the case that subsurface cultural materials are encountered. Costs to complete those tasks would be covered under a separate contract.

If you have any questions regarding the information included in our proposal, please do not hesitate to contact me. If this proposal meets your expectations, please sign and return the attached work authorization form.

Respectfully submitted,



JoEllen Ross-Hauer

ARH Archaeology and Architectural History, LLC.

Work Authorization

By signing and returning this form, ARH is authorized to start work following the provided scope of services.

Accepted By:

Paul Woods, City Engineer

City of Ontario

Signature

Print Name

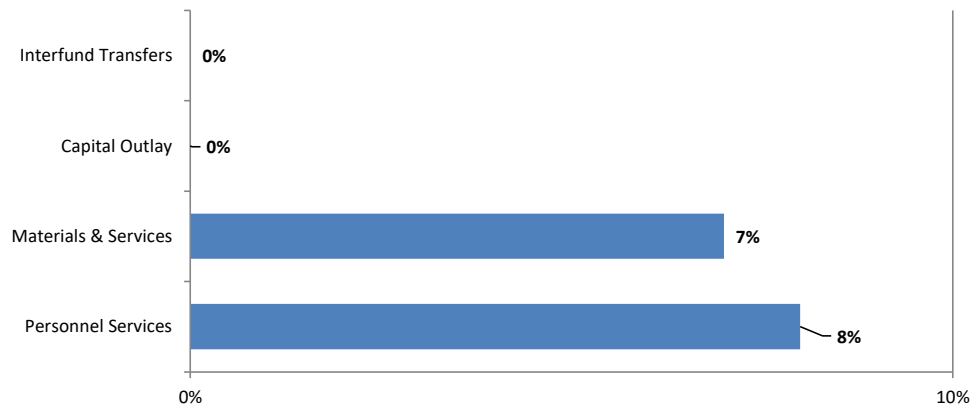
Date

**CITY OF ONTARIO
GENERAL FUND - DEPARTMENT EXPENSE
FOR THE PERIOD ENDED
JULY 31, 2021**

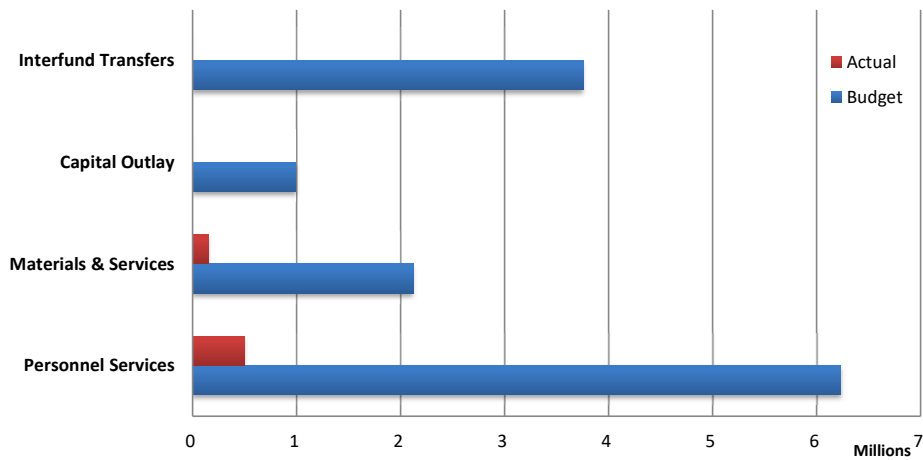
DEPARTMENT	BUDGET	ACTUAL	% EXPENDED	COMMENTS
Parks	339,707	600	0.2%	
Parks & Recreation	339,707	600	0.2%	
Fire	1,884,340	131,357	7.0%	
Code Enforcement	151,348	8,946	5.9%	
Police	4,171,983	302,386	7.2%	
Police reserves	2,625	-	0.0%	
Emergency operations	-	-	#DIV/0!	
Public Safety Total	6,210,296	442,689	7.1%	
Administration	535,334	38,980	7.3%	
City Council	28,359	1,132	4.0%	
Business Registration	1,100	3	0.3%	
Cemetery	206,775	2	0.0%	
Finance	254,736	-	0.0%	
Technology	193,641	17,649	9.1%	
General Government Total	1,219,945	57,766	4.7%	
Community development	192,607	12,719	6.6%	
Community Development	192,607	12,719	6.6%	
Administrative Overhead	1,032,630	133,087	12.9%	Liability insurance timing
Non-Departmental Contributions	379,015	-	0.0%	
Other Total	1,411,645	133,087	9.4%	
Operating Transfers Out	3,730,818	-	0.0%	
GENERAL FUND TOTALS	\$ 13,105,018	\$ 646,861	4.9%	
YTD BUDGET BENCHMARK			8.3333%	

**CITY OF ONTARIO
GENERAL FUND - DEPARTMENT EXPENSE
FOR THE PERIOD ENDED
JULY 31, 2021**

% Expended by Category



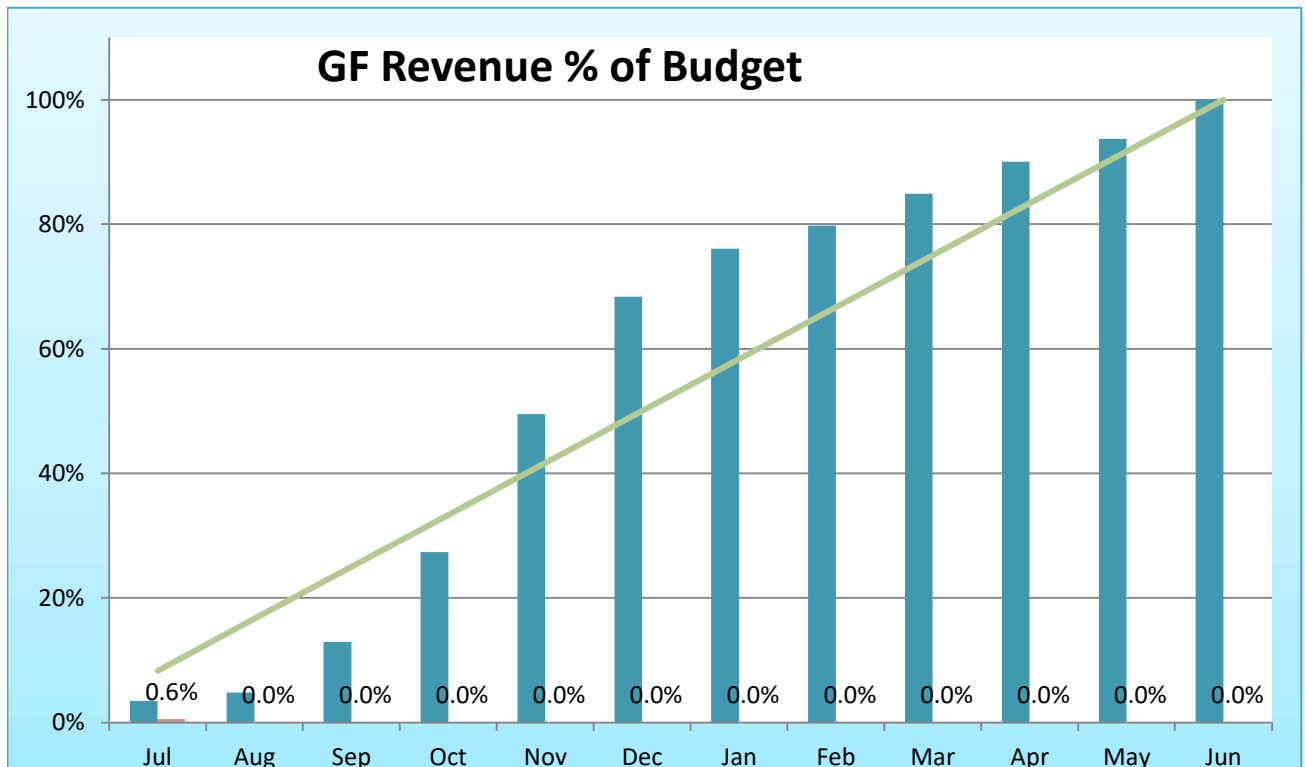
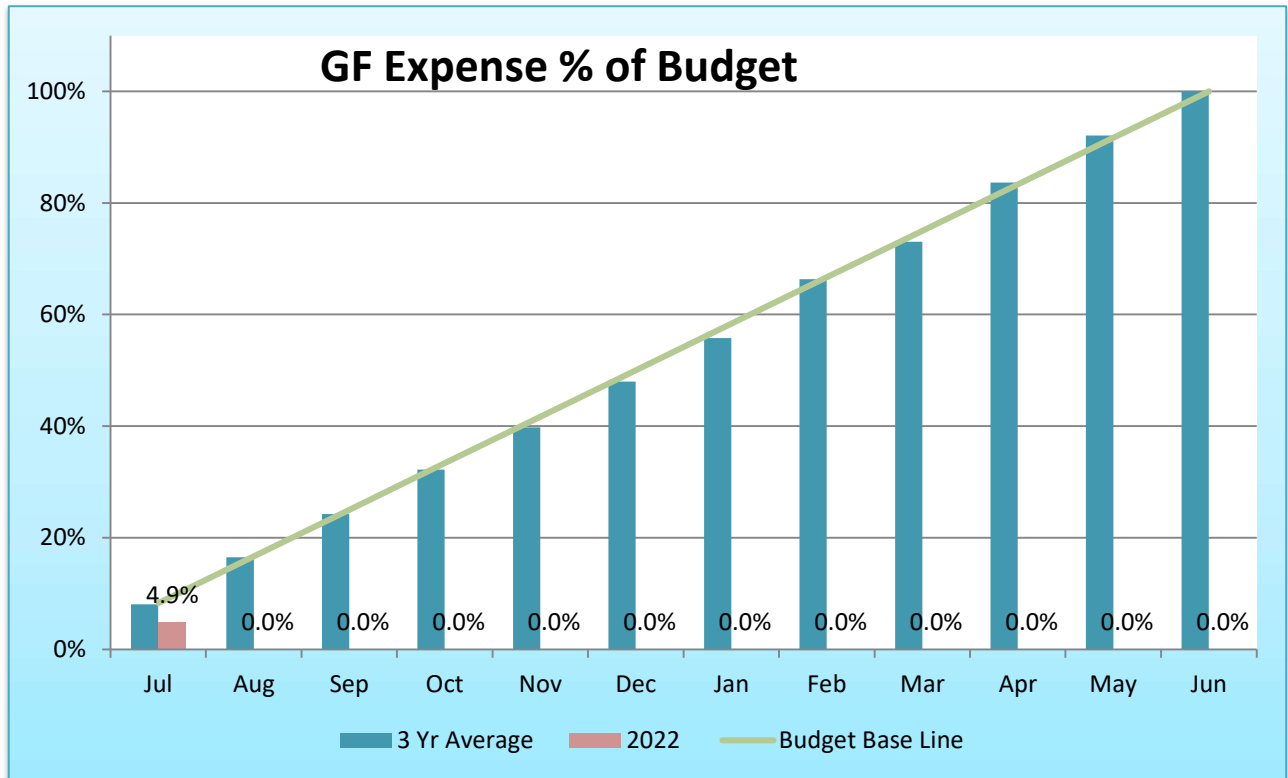
Budget to Actual by Category



**CITY OF ONTARIO
GENERAL FUND - DEPARTMENT REVENUE
FOR THE PERIOD ENDED
JULY 31, 2021**

DEPARTMENT	BUDGET	ACTUAL	% REALIZED	COMMENTS
GENERAL FUND BEGINNING FUND BALANCE	4,864,297	0	0.0%	(not calculated in totals)
Parks	2,000	180	9.0%	
Parks & Recreation	2,000	180	9.0%	
Fire	234,572	-	0.0%	
Code Enforcement	70,800	238	0.3%	
Police	199,850	6,644	3.3%	
Dispensary Business License	55,800	7,400	13.3%	
COVID-19 Grant	-	-	#DIV/0!	
Public Safety Total	561,022	14,282	2.5%	
Interest	28,000	1,873	6.7%	
State Revenue Sharing	153,265	-	0.0%	
Administrative Services	497,148	41,429	8.3%	
Other General Revenues	8,485	392	4.6%	
Donations	10,000	-	0.0%	
Property Taxes	3,983,255	21,865	0.5%	
Alcohol Bvg License & Fee	238,446	150	0.1%	
Cigarette tax	13,376	-	0.0%	
Marijuana tax	3,000,000	-	0.0%	
Franchise Fees	1,579,874	-	0.0%	
Business Registration	2,500	60	2.4%	
Cemetery	35,000	1,875	5.4%	
General Government Total	9,549,349	67,644	0.7%	
Planning & Zoning	4,000	1,742	43.6%	
Grants	-	-	#DIV/0!	
Wayfinding Grant	-	-	#DIV/0!	
Community development	4,000	1,742	43.6%	
GENERAL FUND REVENUE TOTALS	\$ 10,116,371	\$ 83,847.73	0.8%	
YTD CURRENT YEAR PROFIT(LOSS)	\$ (563,014)			
YTD BUDGET BENCHMARK	8.3%			-7.5%

**CITY OF ONTARIO
GENERAL FUND
FOR THE PERIOD ENDED
JULY 31, 2021**



**CITY OF ONTARIO
OTHER FUNDS - DEPARTMENT EXPENSES AND REVENUE
FOR THE PERIOD ENDED
JULY 31, 2021**

DEPARTMENT/FUND	EXPENDITURES				REVENUES		
	BUDGET	ACTUAL	% EXPENDED		BUDGET	ACTUAL	% REALIZED
002 Marijuana Enforcement Fund	30,000	-	0.0%		30,000	-	0.0%
010 Grant Fund	152,500	-	0.0%		152,500	24,000	15.7%
027 Building Fund	200,945	11,028	5.5%		393,464	28,695	7.3%
030 Capital Projects Fund	3,027,069	-	0.0%		5,785,897	74,938	1.3%
031 SDC Fund	539,542	-	0.0%		539,542	1,262	0.2%
045 Street Fund	6,048,299	24,348	0.4%		6,048,299	245,112	4.1%
050 Trust Funds	815,886	-	0.0%		815,886	850	0.1%
055 Reserve Funds	3,951,207	11,174	0.3%		5,166,407	(26,525)	-0.5%
060 Revolving Loan Fund	339,021	-	0.0%		339,021	210	0.1%
105 Water Fund	6,768,246	136,986	2.0%		8,091,463	388,991	4.8%
110 Sewer Fund	8,156,242	123,358	1.5%		9,924,236	291,552	2.9%
115 Storm Sewer Fund	314,109	3,902	1.2%		463,445	9,344	2.0%
120 Airport Fund	451,632	7,205	1.6%		451,632	30,982	6.9%
Comments:							
YTD BUDGET BENCHMARK			8.3%				

**CITY OF ONTARIO
BUDGET RESOLUTIONS
FOR THE PERIOD
JULY 31, 2021**

RESOLUTION #	FUND	DEPARTMENT	ACCOUNT		BUDGET CHANGE	NET CHANGE
2021-123	SEWER FUND	SEWER FUND	CDBG SEWER PROJECT	\$	434,744	\$ 434,744.00
2021-123	SEWER FUND	SEWER FUND	CDBG GRANT	\$	50,000	
2021-123	SEWER FUND	SEWER FUND	CONTINGENCY	\$	(384,744)	
2021-125	AIRPORT FUND	AIRPORT	CARES ACT FUNDING	\$	13,000	\$ 13,000.00
2021-125	AIRPORT FUND	AIRPORT	SECURITY IMPROVEMENTS	\$	14,492	
2021-125	AIRPORT FUND	AIRPORT	MINOR AIRPORT IMPROVEMENTS	\$	(1,492)	

**AGENDA REPORT
DISCUSSION ITEMS
August 24, 2021**

To: Mayor and City Council

FROM: Adam J. Brown, City Manager

THROUGH: Adam J. Brown, City Manager

SUBJECT: TRANSIENT OCCUPANCY TAX FOR RV PARKS

DATE: August 17, 2021

PROPOSED MOTION:

AT THE REQUEST OF CITY COUNCILMAN HART, STAFF WAS ASKED TO REVIEW THE ONTARIO MUNICIPAL CODE TO SEE IF RECREATIONAL VEHICLES ARE SUBJECT TO TRANSIENT LODGING TAX. STAFF FOUND THAT WHILE STATE LANGUAGE CLEARLY INCLUDES RECREATIONAL VEHICLES, THE ONTARIO MUNICIPAL CODE IS NOT AS CLEAR AS IT RELATES TO THE SAME VEHICLES.

SUMMARY:

The Ontario Municipal Code (OMC) defines Hotel as meaning "any structure, or any portion of any structure which is occupied or intended or designed for transient occupancy for thirty (30) days or less, for dwelling, lodging, or sleeping purposes, and includes any hotel, inn, tourist home or house, motel, studio hotel, bachelor hotel, lodging house, rooming house, apartment house, public or private dormitory, fraternity, sorority, public or private club, space in mobile home or trailer parks, or similar structure or portions thereof so occupied; provided such occupancy is for less than a thirty (30) day period."

As it relates to recreational vehicles, the city might broadly make a case that some RVs are trailers and that an RV park is a trailer park. That would not include all RVs though as many are not pulled as a "trailer". Not only would it be incomplete, but is vague and may not stand up to scrutiny.

The definition of transient in the Ontario Municipal Code is built upon the definition of Hotel. OMC defines Transient to mean "any individual who exercises occupancy or is entitled to occupancy in a hotel for a period of thirty (30) consecutive calendar days or less counting portions of calendar days as full days. The day a transient checks out of the hotel shall not be included in determining the thirty (30) day period if the transient is not charged rent for that day by the operator. Any such individual so occupying space in a hotel shall be deemed to be transient until the period of thirty (30) days has expired unless there is an agreement in

writing between the operator and the occupant providing for a longer period of occupancy." (See attachment 1 for full text)

BACKGROUND:

It appears to staff that the definition of "hotel in the city ordinance is not clear or broad enough to include Recreation Vehicles "RVs" and that we should amend the ordinance to include RVs.

Staff recommends the city use the language from the Oregon Revised Statutes (ORS) by reference. The state language under ORS 320.300 defines transient as:

(11) "Transient lodging" means:

- (a) Hotel, motel and inn dwelling units that are used for temporary overnight human occupancy;
- (b) Spaces used for parking recreational vehicles or erecting tents during periods of human occupancy; or
- (c) Houses, cabins, condominiums, apartment units or other dwelling units, or portions of any of these dwelling units, that are used for temporary human occupancy. (See Attachment 2 for full text)

Staff also recommends that it add the state section that defines Transient Lodging Intermediary as defined by the state to include third parties that facilitate rentals under 30 days such as airbnb.

The State law defines transient intermediaries as follows:

12) "Transient lodging intermediary" means a person other than a transient lodging provider that facilitates the retail sale of transient lodging and:

- (a) Charges for occupancy of the transient lodging;
- (b) Collects the consideration charged for occupancy of the transient lodging; or
- (c) Receives a fee or commission and requires the transient lodging provider to use a specified third-party entity to collect the consideration charged for occupancy of the transient lodging.

For simplification, the local code could refer to the state code to define transient lodging and transient intermediaries.

CURRENT SITUATION:

This change in ordinance directly impacts the City Council's goal of being financially sustainable.

ANALYSIS:

- A. **FINANCIAL** This change will realize the intent and maximize the amount of the city's local tax policy for short term rentals (30-days or less). It is difficult to predict how much local revenue will be derived from RV parks. Many stays will exceed 30 days, but many stays will also be less than 30 days.
- B. **TIMING** It would be advantageous for the city to amend the ordinance prior to or as soon as possible afterwards to the opening of the new 170 unit RV Park being built now to help with the implementation of the owner's financial processes.
- C. **POLICY/LEGAL** The City Council must approve this by ordinance.

ALTERNATIVES:

Take No Action: The city could make a case that RVs are included based on the current language, but it is not sufficiently strong in staff's mind. A case could be made that all RVs are not included unless they are a trailer (e.g. fifth wheel or ball hitch).

RECOMMENDATION:

Staff recommends that Council direct staff to prepare an ordinance with the City Attorney to clear up language to include recreational vehicles in the transient lodging tax by reference to state definitions for eligible taxable transient stays.

ATTACHMENTS:

- 1. ATT 1_OMC_Ontario RV Code_8 17 2021
- 2. ATT 2_ORIS_State RV Code_8 17 2021

3-11-1 - Title.

This Chapter shall be known as the Transient Room Tax Ordinance of the City.

3-11-2 - Definitions.

Except where the context otherwise requires, the definitions given in this Section govern the construction of this Chapter:

ACCRUAL ACCOUNTING means the operator enters the rent due from a transient on his records when the rent is earned whether or not it is paid.

CASH ACCOUNTING means the operator does not enter the rent due from a transient on his records until rent is paid.

CITY COUNCIL means the City Council of the City.

HOTEL means any structure, or any portion of any structure which is occupied or intended or designed for transient occupancy for thirty (30) days or less, for dwelling, lodging, or sleeping purposes, and includes any hotel, inn, tourist home or house, motel, studio hotel, bachelor hotel, lodging house, rooming house, apartment house, public or private dormitory, fraternity, sorority, public or private club, space in mobile home or trailer parks, or similar structure or portions thereof so occupied; provided such occupancy is for less than a thirty (30) day period.

OCCUPANCY means the use or possession, or the right to the use or possession for lodging or sleeping purposes of any room or rooms in a hotel, or space in a mobile home or trailer park or portion thereof.

OPERATOR means the person who is proprietor of the hotel in any capacity. Where the operator performs his functions through a managing agent of any type or character other than an employee, the managing agent shall also be deemed an operator for the purposes of this Chapter and shall have the same duties and liabilities as his principal. Compliance with the provisions of this Chapter by either the principal or the managing agent shall be considered to be compliance by both.

PERSON means any individual, firm, partnership, joint venture, association, social club, fraternal organization, fraternity, sorority, public or private dormitory, joint stock company, corporation, estate, trust, business trust, receiver, trustee, syndicate or any other group or combination acting as unit.

RENT means the consideration charged, whether or not received by the operator, for the occupancy of space in a hotel valued in money, goods, labor, credits, property or other consideration valued in money, without any deduction.

RENT PACKAGE PLAN means the consideration charged for both food and rent where a single rate is made for the total of both. The amount applicable to rent for determination of transient room tax under this Chapter shall be the same charge made for rent when consideration is not a part of a package plan.

TAX ADMINISTRATOR means the Finance Director of the City.

TAX means either the tax payable by the transient, or the aggregate amount of taxes due from an operator during the period for which he is required to report his collections.

TRANSIENT means any individual who exercises occupancy or is entitled to occupancy in a hotel for a period of thirty (30) consecutive calendar days or less counting portions of calendar days as full days. The day a transient checks out of the hotel shall not be included in determining the thirty (30) day period if the transient is not charged rent for that day by the operator. Any such individual so occupying space in a hotel shall be deemed to be transient until the period of thirty (30) days has expired unless there is an agreement in writing between the operator and the occupant providing for a longer period of occupancy.

(Ord. No. 2721-2016, § 1, 12-5-16)

3-11-3 - Tax imposed.

- (A) For the privilege of occupancy in any hotel, on and after the effective date hereof each transient shall pay a tax in the amount of eight percent (8%) of the rent charged by the operator. The tax constitutes a debt owed by the transient to the City which is extinguished only by payment to the operator or to the City. The transient shall pay the tax to the operator of the hotel at the time the rent is paid. The operator shall enter the tax on his records when rent is collected if the operator keeps his records on the accrual accounting basis. If rent is paid in installments, a proportionate share of the tax shall be paid by the transient to the operator with each installment. If for any reason the tax due is not paid to the operator of the hotel, the Tax Administrator may require that such tax shall be paid directly to the City. In all cases, the rent paid or charged for occupancy shall exclude the sale of any goods, services and commodities, other than the furnishing of rooms, accommodations and parking space in mobile home parks or trailer parks.

(Ord. 2450 § 1, 2000: amd. Ord. 2344, 4-4-94)

3-11-4 - Distribution of proceeds.

Every operator liable for the collection and remittance of the tax imposed by Section 3-11-3, may withhold three and seventy-five one hundredths percent (3.75%) of the net tax due under that Section to cover the operators expense in the collection and remittance of said tax. The balance of the funds collected and remitted to the City shall be distributed as follows:

Twelve and five tenths percent (12.5%) of the gross tax collected shall go to the Ontario Parks and Recreation and/or community enhancement projects.

Twenty-six and twenty-five hundredths percent (26.25%) shall be dedicated to street maintenance activities.

Twenty-six and twenty-five hundredths percent (26.25%) shall be deposited into a public safety reserve account to be spent for public safety activities as directed by the City Council.

Twenty-two and five tenths percent (22.5%) shall be divided with thirty thousand dollars (\$30,000.00), to be distributed in monthly payments of two thousand five hundred dollars (\$2,500.00) each to a grant fund to be administered by a Visitor and Convention Board created pursuant to the Agreement to Provide Tourism Promotion Services between the City of Ontario and the Chamber of Commerce dated September 3, 1997, and the balance to

go to the Ontario Chamber of Commerce for tourist promotion, subject to the Chamber's performance in accordance with the terms and conditions of the Agreement to Provide Tourism Promotion Services between the City of Ontario and the Chamber of Commerce dated September 3, 1997.

Twelve and five tenths percent (12.5%) shall be placed in a dedicated fund to be held for distribution pursuant to an agreement to be negotiated between the City of Ontario, Four Rivers Cultural Center (FRCC) and the Hotel Operators and approved by the Ontario City Council.

(Ord. 2450 § 2, 2000; amd. Ord. 2344, 4-4-94)

(Ord. No. 2685-2013, § 1, 11-4-13; Ord. No. 2698-2015, § 1, 2-17-15)

3-11-5 - Collection of tax from transients.

- (A) Every operator renting rooms in this City, the occupancy of which is not exempted under the terms of this Chapter, shall collect the tax set forth in Section 3-11-3 from the occupant. The tax collected or accrued by the operator constitutes a debt owed by the operator to the City.
- (B) In all cases of credit or deferred payment of rent, the payment of tax to the operator may be deferred until the rent is paid, and the operator shall not be liable for the tax until credits are paid or deferred payments are made.
- (C) For rent collected on portions of a dollar (\$1.00), the following shall apply:

Amount of Rent	Tax Collected
\$0.07 through \$0.20 inclusive	First 1¢
0.21 through 0.34 inclusive	Second 1¢
0.35 through 0.48 inclusive	Third 1¢
0.49 through 0.62 inclusive	Fourth 1¢
0.63 through 0.76 inclusive	Fifth 1¢
0.77 through 0.91 inclusive	Sixth 1¢
0.92 through 1.06 inclusive	Seventh 1¢

(Ord. 2450 § 3, 2000; amd. Ord. 2344, 4-4-94)

3-11-6 - Duties of operator.

Each operator shall collect the tax imposed by Section 3-11-3 at the same time as the rent is collected from every transient. The amount of tax shall be separately stated upon the operator's records, and any receipt rendered by the operator. No operator of a hotel shall advertise that the tax or any part of the tax will be assumed or absorbed by the operator, or that it will not be added to the rent, or that, when added, any part will be refunded, except in the manner provided by this Chapter.

(Ord. 2450 § 4, 2000)

3-11-7 - Registration requirements.

- (A) Registration Required. Every person engaging or about to engage in business as an operator of a hotel in this City shall register with the Tax Administrator on a form provided by him. Operators engaged in business at the effective date hereof must register not later than thirty (30) calendar days after said effective date. Operators starting business after the effective date hereof must register within fifteen (15) calendar days after commencing business. The privilege of registration after the date of imposition of such tax shall not relieve any person from the obligation of payment or collection of tax regardless of registration.
- (B) Contents of Registration. Registration shall set forth the following:
1. Name under which an operator transacts or intends to transact business;
 2. The location of his place or places of business; and
 3. Such other information to facilitate the collection of the tax as the Tax Administrator may require.

The registration shall be signed by the operator.

- (C) Certificate of Authority. The Tax Administrator shall, within ten (10) days after registration, issue without charge a certificate of authority to each registrant to collect the tax from the occupant, together with a duplicate thereof for each additional place of business for each registrant. Certificates shall be non-assignable and nontransferable and shall be surrendered immediately to the Tax Administrator upon the cessation of business at the location named or upon its sale or transfer. Each certificate and duplicate shall state the place of business to which it is applicable and shall be prominently displayed therein so as to be seen and come to the notice readily of all occupants and persons seeking occupancy. Said certificate shall, among other things, state the following:
1. The name of the operator;
 2. The address of the hotel;
 3. The date upon which the certificate was issued; and
 4. "This Transient Occupancy Registration Certificate signifies that the person named on the face hereof has fulfilled the requirements of the Transient Room Tax Regulations of the City of Ontario by registration with the Tax Administrator for the purpose of collecting from transients the room tax imposed by said City and remitting said tax to the Tax Administrator. This certificate does not authorize any person to conduct any unlawful business or to conduct any lawful business in an

unlawful manner, or to operate a hotel without strictly complying with all local applicable laws including but not limited to those requiring a permit from any board, commission, department or office of the City of Ontario. This certificate does not constitute a permit."

3-11-8 - Tax returns and payments.

- (A) The tax imposed by Section 3-11-3 shall be paid by the transient to the operator at the time that rent is paid. All amounts of such taxes collected by any operator are due and payable to the Tax Administrator on a monthly basis on the fifteenth day of the month for the preceding month; and are delinquent on the last day of the month in which they are due.
- (B) On or before the fifteenth day of the month following each month, a return for the preceding month's tax collections under Section 3-11-3 shall be filed with the Tax Administrator. The return shall be filed in such form as the Tax Administrator may prescribe by every operator liable for payment of the tax.

Returns shall show the amount of tax collected or otherwise due for the related period. The Tax Administrator may require returns to show the total rentals upon which tax was collected or otherwise due, gross receipts of each operator for such period and an explanation in detail of any discrepancy between such amounts, and the amount of rents exempt, if any.

The person required to file the return shall deliver the return, together with the remittance of the amount of the tax due, to the Tax Administrator at his office either by personal delivery or by mail. If the return is mailed, the postmark shall be considered the date of delivery for determining delinquencies.

- (C) For good cause, the Tax Administrator may extend, but not to exceed one month, the time for making any return or payment of tax. No further extension shall be granted except by the City Council. Any operator to whom an extension is granted shall pay interest at the rate of one percent (1%) per month on the amount of tax due without proration for a fraction of a month. If a return is not filed, and the tax and interest due is not paid by the end of the extension granted, then the interest shall become a part of the tax for computation of penalties described in Section 3-11-9 of this Chapter.
- (D) The Tax Administrator, if he deems it necessary in order to insure payment or facilitate collection by the City of the amount of taxes in any individual case may require returns and payment of the amount of taxes for other monthly periods.

(Ord. 2450 § 5, 2000)

3-11-9 - Penalties and interest.

- (A) Original Delinquency. Any operator who has not been granted an extension of time for remittance of tax due and who fails to remit any tax imposed by this Chapter prior to delinquency shall pay a penalty of ten percent (10%) of the amount of the tax due in addition to the amount of the tax.
- (B) Continued Delinquency. Any operator who has not been granted an extension of time for remittance of tax due and who failed to pay any delinquent remittance on or before a period of thirty (30) days following the date on which the remittance first became delinquent shall pay a second delinquency penalty of fifteen percent (15%) of the amount of the tax due in addition to the amount of the tax and the ten percent (10%) penalty first imposed.

- (C) Fraud. If the Tax Administrator determines that the nonpayment of any remittance due under this Chapter is due to fraud or intent to evade the provisions thereof, a penalty of twenty five percent (25%) of the amount of the tax shall be added thereto in addition to the penalties stated in subsections (A) and (B) of this Section.
- (D) Interest. In addition to the penalties imposed, any operator who fails to remit any tax imposed by this Chapter shall pay interest at the rate of one-half of one percent (0.5%) per month or fraction thereof without proration for portions of a month, on the amount of the tax due, exclusive of penalties, from the date on which the remittance first became delinquent until paid.
- (E) Penalties Merged With Tax. Every penalty imposed and such interest as accrues under the provisions of this Section shall be merged with and become a part of the tax herein required to be paid.
- (F) Petition for Waiver. Any operator who fails to remit the tax herein levied within the time herein stated shall pay the penalties herein stated; provided, however, the operator may petition the City Council for waiver and refund of the penalty or any portion thereof and the City Council may, if a good and sufficient reason is shown, waive and direct a refund of the penalty or any portion thereof.

3-11-10 - Deficiency determinations; fraud, evasion, operator delay.

- (A) Deficiency Determination. If the Tax Administrator determines that the returns are incorrect, he may compute and determine the amount required to be paid upon the basis of the facts contained in the return or returns or upon the basis of any information within his possession or that may come into his possession. One or more deficiency determinations may be made of the amount due for one, or more than one period, and the amount so determined shall be due and payable immediately upon service of notice as herein provided after which the amount determined is delinquent. Penalties on deficiencies shall be applied as set forth in Section 3-11-9 of this Chapter.
 - 1. In making a determination, the Tax Administrator may offset overpayments if any, which may have been previously made for a period or periods, against any underpayment for a subsequent period or periods, or against penalties and interest on the underpayments. The interest on underpayments shall be computed in the manner set forth in Section 3-11-9 of this Chapter.
 - 2. The Tax Administrator shall give to the operator or occupant a written notice of his determination. The notice may be served personally or by mail; if by mail, the notice shall be addressed to the operator at his address as it appears in the records of the Tax Administrator. In case of service by mail or any notice required by this Chapter the service is complete at the time of deposit in the United States Post Office.
 - 3. Except in the case of fraud, intent to evade this Chapter or authorized rules and regulations, every deficiency determination shall be made and notice thereof mailed within three (3) years after the last day of the month following the close of the monthly period for which the amount is proposed to be determined or within three (3) years after the return is filed, whichever period expires the later.
 - 4. Any determination shall become due and payable immediately upon receipt of notice and shall become final within ten (10) days after the Tax Administrator has given notice thereof; provided, however, the operator may petition redemption and refund if the petition is filed before the determination becomes final as herein provided.
- (B) Fraud, Refusal to Collect, Evasion. If any operator shall fail or refuse to collect said tax or to make, within

the time provided in this Chapter any report and remittance of said tax or any portion thereof required by this Chapter, or makes a fraudulent return or otherwise wilfully attempts to evade this Chapter, the Tax Administrator shall proceed in such manner as he may deem best to obtain facts and information on which to base an estimate of the tax due. As soon as the Tax Administrator has determined the tax due that is imposed by this Chapter from any operator who has failed or refused to collect the same and to report and remit said tax, he shall proceed to determine and assess against such operator the tax, interest and penalties provided for by this Chapter. In case such determination is made, the Tax Administrator shall give a notice in the manner aforesaid of the amount so assessed. Such determination and notice shall be made and mailed within three (3) years after discovery by the Tax Administrator of any fraud, intent to evade or failure or refusal to collect said tax, or failure to file return. Any determination shall become due and payable immediately upon receipt of notice and shall become final within ten (10) days after the Tax Administrator has given notice thereof; provided, however, the operator may petition redemption and refund if the petition is filed before the determination becomes final as herein provided.

- (C) Operator Delay. If the Tax Administrator believes that the collection of any tax or any amount of tax required to be collected and paid to the City will be jeopardized by delay, or if any determination will be jeopardized by delay, he shall thereupon make a determination of the tax or amount of tax required to be collected, noting the fact upon the determination. The amount so determined as herein provided shall be immediately due and payable, and the operator shall immediately pay same determination to the Tax Administrator after service of notice thereof; provided, however, the operator may petition, after payment has been made, for redemption and refund of such determination, if the petition is filed within ten (10) days from the date of service of notice by the Tax Administrator.

MISCELLANEOUS TAXES

REVENUE AND TAXATION

AMUSEMENT DEVICE TAXES

- 320.005 Definitions for ORS 320.005 to 320.150
- 320.011 Amusement device excise tax; amount
- 320.012 Increase in tax when net receipts exceed specified amounts; rules
- 320.013 Additional tax for Oregon Youth Corps
- 320.016 When tax is due; replacing amusement devices
- 320.075 Joint and several liability for tax; late payment penalty
- 320.080 Procedure on failure to pay tax or penalty
- 320.100 Distribution of tax receipts
- 320.110 Rules
- 320.120 Employment of agents
- 320.130 Law enforcement officers to enforce tax and assist department
- 320.140 Tax does not legalize ownership, display or operation in violation of law
- 320.150 Oregon State Lottery assistance in tax collection responsibilities

LOCAL CONSTRUCTION TAXES

- 320.170 Restriction on construction tax imposed by school district
- 320.171 Restriction on construction tax imposed by local government, local service district or special government body
- 320.173 Exemptions
- 320.176 Limitations; rates; adjustment by Department of Revenue
- 320.179 School district resolutions; collections; requirements
- 320.183 Long-term facilities plan for capital improvements
- 320.186 Payment of obligations

320.189 Payment of taxes

320.192 City or county ordinance or resolution to impose tax; requirements; payment of taxes

320.195 Deposit of revenues; required uses

TRANSIENT LODGING TAXES

(Definitions)

320.300 Definitions for ORS 320.300 to 320.365

320.302 Certain terms definable by rule

(State Transient Lodging Tax)

320.305 Rate and computation of tax; total retail price; when tax due; collector reimbursement

320.308 Exemptions; exception

320.310 Records and statements

320.315 Due date and form of returns; payment of tax

320.320 Refunds

320.325 Amounts held in trust; enforcement; joint and several liability

320.330 Applicability of other provisions of tax law

(Temporary provisions relating to Department of Revenue's use of raw Internet metadata for enforcement of transient lodging taxes are compiled as notes following ORS 320.330)

320.332 Disclosure of confidential information by Department of Revenue and local governments; rules

320.335 Distribution of moneys received

320.340 Exemption from public records law

(Local Transient Lodging Taxes)

320.345 Collector reimbursement charges

320.347 Alternative remittance of receipts from tax on camping and recreational vehicle spaces

320.350 Tax moratorium; exceptions; uses of revenues

320.355 Computation of tax; total retail price; when tax due

320.360 Due date of returns; payment of tax; preemption

320.365 Department of Revenue to collect local transient lodging taxes on local not regional level; rules

TRANSPORTATION PRESERVATION AND MODERNIZATION TAXES (Transportation Project Taxes)

- 320.400 Definitions for ORS 320.400 to 320.490 and 803.203
- 320.401 Transportation project tax expenditures in continuous effect
- 320.405 Tax for privilege of engaging in business of selling motor vehicles at retail; when tax due; collection of privilege tax from purchaser
- 320.410 Tax on use in Oregon of motor vehicles purchased out of state at retail; tax as liability of purchaser; reduction for other taxes paid
- 320.415 Excise tax on retail sale of bicycles; tax as liability of purchaser; collection at time of sale
- 320.420 Collection of use tax; time of collection; presumptions of use in this state
- 320.425 Exempt sales; nonresident purchasers; certain auction sales; resale certificates
- 320.430 Refunds for excess payments; overpayment applied to outstanding transportation project taxes; refund upon return of vehicle
- 320.435 Deposit of revenue from motor vehicle privilege and use taxes
- 320.440 Deposit of revenue from excise tax on bicycles
- 320.445 Collection at point of sale of use tax and excise tax; returns and payment of transportation project taxes
- 320.450 Liability for taxes; amounts held in trust; warrants for collection; conference; appeal
- 320.455 When purchasers required to remit use tax and excise tax
- 320.460 Sellers required to keep records; examination of records by Department of Revenue
- 320.465 Subpoena authority of Department of Revenue; enforcement; contempt of court
- 320.470 Disclosure of information; appeal
- 320.475 Applicability of other provisions of tax law
- 320.480 Department of Revenue to administer and enforce transportation project tax laws; agreement with Department of Transportation for purposes of ORS 803.203
- 320.485 Agreement with Department of Transportation for collection of use tax
- 320.490 Local government motor vehicle tax moratorium

(Tax on Wages for Public Transportation Services)

- 320.550 Tax on wages; employers to withhold; liability of lender or surety; annual returns submitted to Department of Revenue; certain residents to report and pay tax
- 320.555 Applicability of other provisions of tax law

320.560 Distribution of moneys received

PENALTIES

320.990 Penalties

AMUSEMENT DEVICE TAXES

320.005 Definitions for ORS 320.005 to 320.150. As used in ORS 320.005 to 320.150, unless the context requires otherwise:

(1) “Amusement device” means a video lottery game terminal, including but not limited to any electronic, mechanical-electronic or nonmechanical device that:

- (a) Displays a ticket through the use of a video display screen;
- (b) Is available for consumer play upon the payment of consideration;
- (c) Determines winners through the element of chance; and
- (d) Displays possible prizes on the device.

(2) “Department” means the Department of Revenue.

(3) “Net receipts” has the meaning given the term “net receipts from video lottery games” under ORS 461.547.

(4) “Operate” means to make an amusement device available for use by the public for gain, benefit or advantage.

(5)(a) “Person” means every individual, partnership (limited or not), corporation (for-profit or not-for-profit), company, cooperative, joint stock company, joint venture, firm, business trust, association, organization, institution, club, society, receiver, assignee, trustee in bankruptcy, auctioneer, syndicate, trust, trustee, estate, personal representative or any group of individuals acting as a unit, whether mutual, cooperative, fraternal, nonprofit or otherwise.

(b) “Person” includes this or another state, a municipal corporation, quasi-municipal corporation or political subdivision of this or another state, and the agencies, departments and institutions of this or another state, irrespective of the nature of the activities engaged in or functions performed, but does not include the United States or a foreign government or any agency, department or instrumentality of the United States or of any foreign government.

(6) “Tax year” means a period of 12 months beginning July 1 and ending the following June 30. [1957 c.384 §2; 1975 c.651 §1; 1985 c.476 §1; 1991 c.459 §267; 1993 c.803 §1; 1999 c.501 §1; 2005 c.94 §91]

320.010 [Amended by 1955 c.574 §1; 1957 c.384 §3; 1959 c.155 §1; 1967 c.344 §7; 1975 c.651 §2; 1981 c.677 §2; 1989 c.786 §1; repealed by 1991 c.459 §268 (320.011 enacted in lieu of 320.010)]

320.011 Amusement device excise tax; amount. (1) An excise tax is imposed upon every person for the privilege of operating an amusement device within this state. The tax shall be imposed as provided in subsection (2) of this section and ORS 320.012.

(2) The tax shall be \$125 for operating an amusement device during the tax year.

(3) If an amusement device is not in operation in each quarter of the tax year, the tax imposed under this section shall be prorated, based on the number of calendar quarters in which the amusement device was operating for one day or more.

(4) The tax imposed by this section is in addition to all other excises, taxes, fees or other charges and shall not be used to reduce amounts otherwise accruing to the State Lottery Fund under contracts or agreements with lottery operators or retailers or in any other manner. [1991 c.459 §269 (enacted in lieu of 320.010); 1993 c.803 §2; 1999 c.501 §2]

320.012 Increase in tax when net receipts exceed specified amounts; rules. (1) If at any point during the tax year, net receipts from one or more amusement devices operating at a single location exceed \$104,000, the tax imposed under ORS 320.011 shall be increased by an additional \$50 for each device at the location.

(2) If at any point during the tax year, net receipts from one or more amusement devices operating at a single location exceed \$260,000, the tax imposed under ORS 320.011 and subsection (1) of this section shall be increased by an additional \$75 for each device at the location.

(3) The department may adopt rules defining the term “location” for purposes of this section. [1993 c.803 §4; 1995 c.79 §173; 1995 c.255 §3; 1999 c.501 §3]

320.013 Additional tax for Oregon Youth Corps. (1) In addition to the excise tax imposed by ORS 320.011, an excise tax is imposed upon every person for the privilege of operating an amusement device within this state. The tax shall be \$10 for each amusement device operated during the tax year.

(2) All moneys received from the tax imposed under subsection (1) of this section, not including penalties, shall be paid by the Department of Revenue into the State Treasury quarterly and are continuously appropriated to pay the expenses of the state and local programs of the Oregon Youth Corps established under ORS 418.650 to 418.663. [1993 c.803 §4a; 1995 c.259 §4; 1999 c.501 §4; 2019 c.209 §5]

320.015 [1955 c.574 §3; repealed by 1957 c.384 §6]

320.016 When tax is due; replacing amusement devices. (1) If an amusement device was in operation before July 1 of the tax year and is to be operating on July 1 of the tax year, the excise tax imposed under ORS 320.011 and 320.013 shall be due on June 30 preceding the tax year.

(2) If an amusement device begins operating at a location on or after July 1 of the tax year, the excise tax imposed under ORS 320.011 and 320.013 shall be due on the day the amusement device begins operating.

(3) If additional taxes are due under ORS 320.012, the additional taxes shall be due on the 14th day after the close of the calendar quarter in which the net receipts from amusement devices operating at a location equal or exceed the level at which the additional taxes are due.

(4) If taxes imposed under ORS 320.011 or 320.013 have been paid for operating an amusement device that, during the tax year, is taken out of operation as the result of being replaced by another amusement device, the taxes that have been paid for the amusement device that has been taken out of operation shall be taken into account in determining any taxes due on the replacement amusement device.

(5) The Department of Revenue may not refund any amusement device tax to an amusement device taxpayer who, at the time of payment, was responsible for the payment of the tax and who subsequently is no longer the person responsible for the payment of the tax. [1999 c.501 §5]

320.020 [Repealed by 1991 c.459 §272c]

320.030 [Amended by 1975 c.651 §3; 1981 c.677 §3; 1985 c.476 §2; repealed by 1993 c.803 §16]

320.031 [1995 c.255 §2; repealed by 1999 c.501 §12]

320.040 [Amended by 1975 c.651 §4; 1989 c.786 §2; 1991 c.459 §270; 1993 c.803 §6; repealed by 1999 c.501 §12]

320.050 [Amended by 1955 c.574 §4; 1957 c.384 §4; 1981 c.677 §4; 1991 c.459 §271; 1991 c.567 §5; 1993 c.18 §87; 1993 c.803 §7; repealed by 1999 c.501 §12]

320.060 [Amended by 1955 c.574 §5; 1957 c.384 §5; 1959 c.155 §2; 1975 c.651 §5; 1981 c.677 §5; 1989 c.786 §4; 1991 c.459 §272; 1991 c.567 §6; 1993 c.803 §8; 1995 c.255 §5; repealed by 1999 c.501 §12]

320.065 [1975 c.651 §8; 1993 c.803 §9; repealed by 1999 c.501 §12]

320.070 [Amended by 1955 c.574 §6; 1959 c.155 §3; 1975 c.651 §6; 1981 c.677 §6; 1989 c.786 §5; 1991 c.459 §272a; 1991 c.567 §7; 1993 c.803 §10; repealed by 1999 c.501 §12]

320.075 Joint and several liability for tax; late payment penalty. (1) Each person responsible by law or contract for the operation of an amusement device in this state, together with any officer or partner thereof, shall be liable jointly and severally for the taxes imposed under ORS 320.005 to 320.150 and for any penalties arising under ORS 320.005 to 320.150.

(2) If an amusement device is operated in this state without a tax imposed by ORS 320.005 to 320.150 having been paid on or before 30 days after the date the tax is due, a penalty of \$200 shall be imposed.

(3) The penalty imposed in subsection (2) of this section shall be waived if the sole reason the tax was not paid is because of the failure of the Oregon State Lottery to act under the agreement described in ORS 320.150. [1999 c.501 §6;

320.080 Procedure on failure to pay tax or penalty. (1) If any tax or penalty imposed by ORS 320.005 to 320.150 is not paid as required by ORS 320.005 to 320.150 within 30 days after the date that the written notice and demand for payment required under ORS 305.895 is mailed, the Department of Revenue shall issue a warrant for the payment of the amount of the tax, with the added penalty and the cost of executing the warrant. A copy of the warrant shall be mailed or delivered to the taxpayer by the department at the taxpayer's last-known address.

(2) At any time after issuing a warrant under this section, the department may record the warrant in the County Clerk Lien Record of any county of this state. Recording of the warrant has the effect described in ORS 205.125. After recording a warrant, the department may direct the sheriff for the county in which the warrant is recorded to levy upon and sell the real and personal property of the taxpayer found within that county, and to levy upon any currency of the taxpayer found within that county, for the application of the proceeds or currency against the amount reflected in the warrant and the sheriff's cost of executing the warrant. The sheriff shall proceed on the warrant in the same manner prescribed by law for executions issued against property pursuant to a judgment, and is entitled to the same fees as provided for executions issued against property pursuant to a judgment. The fees of the sheriff shall be added to and collected as a part of the warrant liability.

(3) In the discretion of the department a warrant under this section may be directed to any agent authorized by the department to collect taxes, and in the execution of the warrant the agent has all of the powers conferred by law upon sheriffs, but is entitled to no fee or compensation in excess of actual expenses paid in the performance of such duty.

(4) Until a warrant issued under this section is satisfied in full, the department has the same remedies to enforce the claim for taxes against the taxpayer as if the state had recovered judgment against the taxpayer for the amount of the tax. [Amended by 1981 c.677 §7; 1983 c.696 §13; 1985 c.761 §16; 1989 c.625 §77; 2003 c.576 §202; 2005 c.94 §93; 2011 c.389 §2; 2011 c.661 §5]

320.090 [Repealed by 1981 c.677 §8]

320.100 Distribution of tax receipts. (1) All moneys received from the taxes imposed under ORS 320.011 and 320.012, including penalties, shall be paid by the Department of Revenue in the following manner:

(a) Seventy-five percent (75%) of the moneys shall be credited, appropriated or remitted as follows:

(A) Forty-three and two-tenths percent (43.2%) thereof shall be credited to the General Fund to be available for payment of general governmental expenses.

(B) Nine and seven-tenths percent (9.7%) is continuously appropriated to pay the expenses of state and local programs of the Oregon Youth Corps established under ORS 418.650 to 418.663.

(C) Forty-seven and one-tenth percent (47.1%) thereof shall be remitted to the county treasurers of the several counties of the state. Each county shall receive such share of the moneys as its population, determined by Portland State University, bears to the total population of the counties of the state, as determined by the census last preceding such apportionment.

(b) Twenty-five percent (25%) of the moneys shall be continuously appropriated to pay the expenses of the state and local programs of the Oregon Youth Corps established under ORS 418.650 to 418.663.

(2) All revenues received under this section by the treasurers of the several counties shall be placed in the general fund of each county to be expended by the county courts or the board of county commissioners of the several counties for general governmental expenses. [Amended by 1959 c.143 §1; 1963 c.644 §3; 1967 c.323 §1; 1969 c.230 §1; 1989 c.786 §3; 1991 c.459 §272e; 1993 c.803 §11; 1995 c.259 §3; 1999 c.501 §7; 2013 c.768 §133a; 2019 c.209 §6]

320.110 Rules. The Department of Revenue may adopt rules necessary for the administration and enforcement of ORS 320.005 to 320.150. [Amended by 1991 c.459 §272b; 2005 c.94 §94]

320.120 Employment of agents. (1) The Department of Revenue may employ the agents necessary for the administration and enforcement of ORS 320.005 to 320.150. Agents of the department charged with the enforcement of ORS 320.005 to 320.150 have all the power and authority of police officers in the performance of such duties.

(2) The Oregon State Lottery and the agents and employees of the Oregon State Lottery may not be considered agents of the department charged with the enforcement of ORS 320.005 to 320.150. [Amended by 1999 c.501 §8; 2005 c.94 §95]

320.130 Law enforcement officers to enforce tax and assist department. The state police, sheriffs, constables, police and other law enforcement officers within the State of Oregon shall enforce all provisions of ORS 320.005 to 320.150 and shall assist the Department of Revenue. [Amended by 2005 c.94 §96]

320.140 Tax does not legalize ownership, display or operation in violation of law. Nothing in ORS 320.005 to 320.150 shall be construed as licensing, authorizing or legalizing the ownership, possession, display or operation, in violation of any law of this state, of any amusement device. [Amended by 1993 c.270 §64; 1993 c.803 §14; 2005 c.94 §97]

320.150 Oregon State Lottery assistance in tax collection responsibilities. The Department of Revenue and the Oregon State Lottery Commission shall enter into an agreement pursuant to which the Oregon State Lottery shall assist the department in the collection of excise taxes imposed under ORS 320.005 to 320.150 on amusement devices operated under the authority of the Oregon State Lottery Commission pursuant to ORS 461.215 and 461.217 and any other functions of the department under ORS 320.005 to 320.150 as may be provided under the agreement. The agreement is not intended to preclude performance by the department of collection functions as from time to time may be required, nor is the agreement intended to preclude the performance of functions by the Oregon State Lottery, under less formal arrangements made with the department, with respect to the tax imposed under ORS 320.005 to 320.150 if the functions are not specifically mentioned in the agreement. The collection of taxes under ORS 320.005 to 320.150 by the Oregon State Lottery does not render the Oregon State Lottery or the agents and employees of the Oregon State Lottery responsible for collection of the tax. [1993 c.803 §13; 1999 c.501 §9; 2005 c.94 §98]

LOCAL CONSTRUCTION TAXES

320.170 Restriction on construction tax imposed by school district. (1) A school district, as defined in ORS 330.005, may impose a construction tax only in accordance with ORS 320.170 to 320.195.

(2) Construction taxes imposed by a school district must be collected, subject to ORS 320.179, by a local government, local service district, special government body, state agency or state official that issues a permit for structural improvements regulated by the state building code. [2007 c.829 §2; 2009 c.534 §1; 2016 c.59 §2]

320.171 Restriction on construction tax imposed by local government, local service district or special government body. (1) A local government or local service district, as defined in ORS 174.116, or a special government body, as defined in ORS 174.117, may not impose a tax on the privilege of constructing improvements to real property except as provided in ORS 320.170 to 320.195.

(2) Subsection (1) of this section does not apply to:

(a) A tax that is in effect as of May 1, 2007, or to the extension or continuation of such a tax, provided that the rate of tax does not increase from the rate in effect as of May 1, 2007;

(b) A tax on which a public hearing was held before May 1, 2007; or

(c) The amendment or increase of a tax adopted by a county for transportation purposes prior to May 1, 2007, provided that the proceeds of such a tax continue to be used for those purposes.

(3) For purposes of ORS 320.170 to 320.195, construction taxes are limited to privilege taxes imposed under ORS 320.170 to 320.195 and do not include any other financial obligations such as building permit fees, financial obligations that qualify as system development charges under ORS 223.297 to 223.314 or financial obligations imposed on the basis of factors such as income. [2007 c.829 §1; 2016 c.59 §4]

320.173 Exemptions. Construction taxes may not be imposed on the following:

(1) Private school improvements.

(2) Public improvements as defined in ORS 279A.010.

(3) Residential housing that is guaranteed to be affordable, under guidelines established by the United States Department of Housing and Urban Development, to households that earn no more than 80 percent of the median household income for the area in which the construction tax is imposed, for a period of at least 60 years following the date of construction of the residential housing.

(4) Public or private hospital improvements.

(5) Improvements to religious facilities primarily used for worship or education associated with worship.

(6) Agricultural buildings, as defined in ORS 455.315 (2)(a).

(7) Facilities that are operated by a not-for-profit corporation and that are:

(a) Long term care facilities, as defined in ORS 442.015;

(b) Residential care facilities, as defined in ORS 443.400; or

(c) Continuing care retirement communities, as defined in ORS 101.020. [2007 c.829 §3; 2009 c.534 §2]

320.176 Limitations; rates; adjustment by Department of Revenue. (1) Construction taxes imposed by a school district pursuant to ORS 320.170 may be imposed only on improvements to real property that result in a new structure or additional square footage in an existing structure and may not exceed:

(a) \$1 per square foot on structures or portions of structures intended for residential use, including but not limited to single-unit or multiple-unit housing; and

(b) \$0.50 per square foot on structures or portions of structures intended for nonresidential use, not including multiple-unit housing of any kind.

(2) In addition to the limitations under subsection (1) of this section, a construction tax imposed on structures intended for nonresidential use may not exceed \$25,000 per building permit or \$25,000 per structure, whichever is less.

(3)(a) For years beginning on or after June 30, 2009, the limitations under subsections (1) and (2) of this section shall be adjusted for changes in construction costs by multiplying the limitations set forth in subsections (1) and (2) of this section by the ratio of the averaged monthly construction cost index for the 12-month period ending June 30 of the preceding calendar year over the averaged monthly construction cost index for the 12-month period ending June 30, 2008.

(b) The Department of Revenue shall determine the adjusted limitations under this section and shall report those limitations to entities imposing construction taxes. The department shall round the adjusted limitation under subsection (2) of this section to the nearest multiple of \$100.

(c) As used in this subsection, “construction cost index” means the Engineering News-Record Construction Cost Index, or a similar nationally recognized index of construction costs as identified by the department by rule. [2007 c.829 §4; 2016 c.59 §5]

320.179 School district resolutions; collections; requirements. (1) A school district imposing a construction tax shall impose the tax by a resolution adopted by the district board of the school district. The resolution shall state the rates of tax, subject to ORS 320.176.

(2) Prior to collecting a construction tax, a school district shall enter into an intergovernmental agreement with each local government, local service district, special government body, state agency or state official collecting the tax that includes:

(a) Collection duties and responsibilities;

(b) The specific school district accounts into which construction tax revenues are to be deposited and the frequency of such deposits; and

(c) The amount of the administrative fee that the entity or official collecting the tax may use to recoup expenses incurred in collecting the construction tax, either through retention or reimbursement. An administrative fee under this paragraph may not exceed four percent of tax revenues. [2007 c.829 §5; 2009 c.534 §§3,4]

320.183 Long-term facilities plan for capital improvements. (1) After deducting the costs of administering a construction tax and payment of refunds of such taxes, a school district shall use net revenues only for capital improvements.

(2) A construction tax may not be imposed under ORS 320.170 to 320.195 unless the school district imposing the tax develops a long-term facilities plan for making capital improvements. The plan shall be adopted by resolution of the district board of the school district.

(3) As used in this section, “capital improvements”:

(a) Means:

(A) The acquisition of land;

(B) The construction, reconstruction or improvement of school facilities;

(C) The acquisition or installation of equipment, furnishings or other tangible property;

(D) The expenditure of funds for architectural, engineering, legal or similar costs related to capital improvements and any other expenditures for assets that have a useful life of more than one year; or

(E) The payment of obligations and related costs of issuance that are issued to finance or refinance capital improvements.

(b) Does not include operating costs or costs of routine maintenance. [2007 c.829 §6]

320.186 Payment of obligations. A school district may pledge construction taxes imposed pursuant to ORS 320.170 to the payment of obligations issued to finance or refinance capital improvements as defined in ORS 320.183. [2007 c.829 §7; 2016 c.59 §6]

320.189 Payment of taxes. Construction taxes must be paid by the person undertaking the construction at the time that a permit authorizing the construction or the expansion of square footage of a facility or building is issued. [2007 c.829 §8; 2009 c.534 §5]

320.192 City or county ordinance or resolution to impose tax; requirements; payment of taxes. (1) The governing body of a city or county may impose a construction tax by adoption of an ordinance or resolution that conforms to the requirements of this section and ORS 320.195.

(2)(a) A tax may be imposed on improvements to residential real property that result in a new residential structure or additional square footage in an existing residential structure, including remodeling that adds living space.

(b) An ordinance or resolution imposing the tax described in paragraph (a) of this subsection must state the rate of the tax. The tax may not exceed one percent of the permit valuation for residential construction permits issued by the city or county either directly or through the Building Codes Division of the Department of Consumer and Business Services.

(3)(a) A tax may be imposed on improvements to commercial and industrial real property, including the commercial and industrial portions of mixed-use property, that result in a new structure or additional square footage in an existing structure, including remodeling that adds living space.

(b) An ordinance or resolution imposing the tax described in paragraph (a) of this subsection must state the rate and base of the tax.

(4) Taxes imposed pursuant to this section shall be paid at the time specified in ORS 320.189 to the city or county that imposed the tax.

(5)(a) This section and ORS 320.195 do not apply to a tax described in ORS 320.171 (2).

(b) Conformity of a tax imposed pursuant to this section by a city or county to the requirements of this section and ORS 320.195 shall be determined without regard to any tax described in ORS 320.171 (2) that is imposed by the city or county. [2016 c.59 §8]

320.195 Deposit of revenues; required uses. (1) As soon as practicable after the end of each fiscal quarter, a city or county that imposes a construction tax pursuant to ORS 320.192 shall deposit the construction tax revenues collected in the fiscal quarter just ended in the general fund of the city or county.

(2) Of the revenues deposited pursuant to subsection (1) of this section, the city or county may retain an amount not to exceed four percent as an administrative fee to recoup the expenses of the city or county incurred in complying with this section.

(3) After deducting the administrative fee authorized under subsection (2) of this section and paying any refunds, the city or county shall use the remaining revenues received under ORS 320.192 (2) as follows:

(a) Fifty percent to fund developer incentives allowed or offered pursuant to ORS 197.309 (5)(c) and (d) and (7);

(b) Fifteen percent to be distributed to the Housing and Community Services Department to fund home ownership programs that provide down payment assistance; and

(c) Thirty-five percent for programs and incentives of the city or county related to affordable housing as defined by the city or county, respectively, for purposes of this section and ORS 320.192.

(4) After deducting the administrative fee authorized under subsection (2) of this section and paying any refunds, the city or county shall use 50 percent of the remaining revenues received under ORS 320.192 (3) to fund programs of the city or county related to housing. [2016 c.59 §9]

TRANSIENT LODGING TAXES

(Definitions)

320.300 Definitions for ORS 320.300 to 320.365. As used in ORS 320.300 to 320.365:

(1) “Collection reimbursement charge” means the amount a transient lodging tax collector may retain as

reimbursement for the costs incurred by the transient lodging tax collector in collecting and reporting a transient lodging tax and in maintaining transient lodging tax records.

(2) “Conference center” means a facility that:

(a) Is owned or partially owned by a unit of local government, a governmental agency or a nonprofit organization; and

(b) Meets the current membership criteria of the International Association of Conference Centers.

(3) “Convention center” means a new or improved facility that:

(a) Is capable of attracting and accommodating conventions and trade shows from international, national and regional markets requiring exhibition space, ballroom space, meeting rooms and any other associated space, including without limitation banquet facilities, loading areas and lobby and registration areas;

(b) Has a total meeting room and ballroom space between one-third and one-half of the total size of the center’s exhibition space;

(c) Generates a majority of its business income from tourists;

(d) Has a room-block relationship with the local lodging industry; and

(e) Is owned by a unit of local government, a governmental agency or a nonprofit organization.

(4) “Local transient lodging tax” means a tax imposed by a unit of local government on the sale, service or furnishing of transient lodging.

(5) “State transient lodging tax” means the tax imposed under ORS 320.305.

(6) “Tourism” means economic activity resulting from tourists.

(7) “Tourism promotion” means any of the following activities:

(a) Advertising, publicizing or distributing information for the purpose of attracting and welcoming tourists;

(b) Conducting strategic planning and research necessary to stimulate future tourism development;

(c) Operating tourism promotion agencies; and

(d) Marketing special events and festivals designed to attract tourists.

(8) “Tourism promotion agency” includes:

(a) An incorporated nonprofit organization or governmental unit that is responsible for the tourism promotion of a destination on a year-round basis.

(b) A nonprofit entity that manages tourism-related economic development plans, programs and projects.

(c) A regional or statewide association that represents entities that rely on tourism-related business for more than 50 percent of their total income.

(9) “Tourism-related facility” means:

(a) A conference center, convention center or visitor information center; and

(b) Other improved real property that has a useful life of 10 or more years and has a substantial purpose of supporting tourism or accommodating tourist activities.

(10) “Tourist” means a person who, for business, pleasure, recreation or participation in events related to the arts, heritage or culture, travels from the community in which that person is a resident to a different community that is separate, distinct from and unrelated to the person’s community of residence, and that trip:

(a) Requires the person to travel more than 50 miles from the community of residence; or

(b) Includes an overnight stay.

(11) “Transient lodging” means:

(a) Hotel, motel and inn dwelling units that are used for temporary overnight human occupancy;

(b) Spaces used for parking recreational vehicles or erecting tents during periods of human occupancy; or

(c) Houses, cabins, condominiums, apartment units or other dwelling units, or portions of any of these dwelling units, that are used for temporary human occupancy.

(12) “Transient lodging intermediary” means a person other than a transient lodging provider that facilitates the retail sale of transient lodging and:

(a) Charges for occupancy of the transient lodging;

(b) Collects the consideration charged for occupancy of the transient lodging; or

(c) Receives a fee or commission and requires the transient lodging provider to use a specified third-party entity to collect the consideration charged for occupancy of the transient lodging.

(13) “Transient lodging provider” means a person that furnishes transient lodging.

(14) “Transient lodging tax collector” means a transient lodging provider or a transient lodging intermediary.

(15) “Unit of local government” has the meaning given that term in ORS 190.003.

(16) “Visitor information center” means a building, or a portion of a building, the main purpose of which is to

distribute or disseminate information to tourists. [Formerly 305.824; 2005 c.187 §1; 2013 c.610 §3; 2018 c.34 §1]

Note: Sections 2 and 14, chapter 610, Oregon Laws 2013, provide:

Sec. 2. The Legislative Assembly declares that it is the purpose of the amendments to ORS 320.300, 320.305, 320.310, 320.315, 320.320, 320.325, 320.330, 320.345, 320.347 and 320.350 by sections 3 to 12 of this 2013 Act to enhance the administration and enforcement of existing law governing transient lodging taxes in this state. [2013 c.610 §2]

Sec. 14. Section 2 of this 2013 Act is repealed on January 2, 2023. [2013 c.610 §14]

320.302 Certain terms definable by rule. The Department of Revenue may by rule define “dwelling unit,” “nonprofit facility,” “temporary human occupancy” and other terms for purposes of ORS 320.300 to 320.365. [2005 c.187 §5]

(State Transient Lodging Tax)

320.305 Rate and computation of tax; total retail price; when tax due; collector reimbursement. (1)(a) A tax of 1.5 percent is imposed on any consideration charged for the sale, service or furnishing of transient lodging.

(b)(A) The tax must be computed on the total retail price, including all charges other than taxes, paid by a person for occupancy of the transient lodging.

(B) The total retail price paid by a person for occupancy of transient lodging that is part of a travel package may be determined by reasonable and verifiable standards from books and records kept in the ordinary course of the transient lodging tax collector’s business.

(2) The tax imposed under this section becomes due when the occupancy of the transient lodging with respect to which the tax is imposed ends.

(3)(a) The tax shall be collected by the transient lodging provider or transient lodging intermediary that collects the consideration charged for occupancy of the transient lodging, or a transient lodging intermediary described in ORS 320.300 (12)(c), as applicable.

(b) The transient lodging tax collector may withhold a collection reimbursement charge of five percent of the amount collected under this subsection.

(4) The tax imposed under this section is in addition to and not in lieu of any local transient lodging tax. [2003 c.818 §2; 2013 c.610 §4; 2016 c.102 §§1,3; 2018 c.34 §§7,8; 2019 c.498 §§1,2]

Note: The amendments to 320.305 by section 3, chapter 102, Oregon Laws 2016, apply to consideration rendered on or after July 1, 2020, for the sale, service or furnishing of transient lodging. See section 4, chapter 102, Oregon Laws 2016. The text that applies to consideration rendered until July 1, 2020, including amendments by section 7, chapter 34, Oregon Laws 2018, and section 1, chapter 498, Oregon Laws 2019, is set forth for the user’s convenience.

320.305. (1)(a) A tax of 1.8 percent is imposed on any consideration charged for the sale, service or furnishing of transient lodging.

(b)(A) The tax must be computed on the total retail price, including all charges other than taxes, paid by a person for occupancy of the transient lodging.

(B) The total retail price paid by a person for occupancy of transient lodging that is part of a travel package may be determined by reasonable and verifiable standards from books and records kept in the ordinary course of the transient lodging tax collector’s business.

(2) The tax imposed under this section becomes due when the occupancy of the transient lodging with respect to which the tax is imposed ends.

(3)(a) The tax shall be collected by the transient lodging provider or transient lodging intermediary that collects the consideration charged for occupancy of the transient lodging, or a transient lodging intermediary described in ORS 320.300 (12)(c), as applicable.

(b) The transient lodging tax collector may withhold a collection reimbursement charge of five percent of the amount collected under this subsection.

(4) The tax imposed under this section is in addition to and not in lieu of any local transient lodging tax.

320.308 Exemptions; exception. The following are exempt from the state transient lodging tax:

(1) A dwelling unit in a hospital, health care facility, long term care facility or any other residential facility that is

licensed, registered or certified by the Department of Human Services or the Oregon Health Authority.

(2) A dwelling unit in a facility providing treatment for drug or alcohol abuse or providing mental health treatment.

(3) A dwelling unit that is used by members of the general public for temporary human occupancy for fewer than 30 days per year. The exemption granted under this subsection does not apply to a dwelling unit that is rented out as transient lodging using a platform of any kind provided in any manner by a transient lodging intermediary.

(4) A dwelling unit, the consideration for which is funded through a contract with a government agency and the purpose of which is to provide emergency or temporary shelter.

(5) A dwelling unit at a nonprofit youth or church camp, nonprofit conference center or other nonprofit facility.

(6) A dwelling unit that is leased or otherwise occupied by the same person for a consecutive period of 30 days or more during the year. The requirements of this subsection are satisfied even if the physical dwelling unit changes during the consecutive period, if:

(a) All dwelling units occupied are within the same facility; and

(b) The person paying consideration for the transient lodging is the same person throughout the consecutive period.

[2005 c.187 §3; 2009 c.595 §206; 2019 c.499 §1]

Note: 320.308 was added to and made a part of 320.300 to 320.365 by legislative action but was not added to any smaller series therein. See Preface to Oregon Revised Statutes for further explanation.

320.310 Records and statements. Every transient lodging tax collector shall keep records, render statements and comply with rules adopted by the Department of Revenue with respect to the tax imposed under ORS 320.305. The records and statements required by this section must be sufficient to show whether there is a tax liability under ORS 320.305. [2003 c.818 §3; 2013 c.610 §5]

320.315 Due date and form of returns; payment of tax. (1)(a) Every transient lodging tax collector is responsible for collecting the tax imposed under ORS 320.305 and shall file a return with the Department of Revenue, on or before the last day of the month following the end of each calendar quarter, reporting the amount of tax due with respect to all occupancy of transient lodging that ended during the quarter to which the return relates.

(b) The department shall prescribe the form of the return required by this section. The rules of the department shall require that returns be made under penalties for false swearing.

(2) When a return is required under this section, the transient lodging tax collector required to file the return shall remit the tax due to the department at the time fixed for filing returns. [2003 c.818 §4; 2013 c.610 §6; 2019 c.498 §3]

320.320 Refunds. If the amount paid by the transient lodging tax collector to the Department of Revenue under ORS 320.315 exceeds the amount of tax payable, the department shall refund the amount of the excess with interest thereon at the rate established under ORS 305.220 during a period beginning 45 days after the later of the due date of the return to which the excess relates or the date the excess was paid, and ending on the date the refund is paid. A refund may not be made to a transient lodging tax collector that fails to claim the refund within two years after the due date for filing the return to which the claim for refund relates. [2003 c.818 §5; 2013 c.610 §7; 2017 c.278 §12]

320.325 Amounts held in trust; enforcement; joint and several liability. (1) Every transient lodging tax collector is deemed to hold the amount of state transient lodging taxes collected in trust for the State of Oregon and for payment to the Department of Revenue in the manner and at the time provided under ORS 320.315.

(2) At any time that the transient lodging tax collector fails to remit any amount of state transient lodging taxes deemed to be held in trust for the State of Oregon, the department may enforce collection by the issuance of a distraint warrant for the collection of the delinquent amount and all penalties, interest and collection charges accrued on the delinquent amount. The warrant shall be issued, docketed and proceeded upon in the same manner and shall have the same force and effect as warrants for the collection of delinquent income taxes.

(3) Notwithstanding ORS 320.305, if the transient lodging is owned by more than one person, each and every owner may be held jointly and severally liable for any tax imposed under ORS 320.305 with respect to a transient lodging transaction. [2003 c.818 §6; 2013 c.610 §8; 2018 c.34 §2]

320.330 Applicability of other provisions of tax law. Unless the context requires otherwise, the provisions of ORS chapters 305, 314 and 316 governing the audit and examination of reports and returns, confidentiality of reports and returns, determination of deficiencies, assessments, claims for refunds, penalties, interest, jeopardy assessments,

warrants, conferences and appeals to the Oregon Tax Court, and related procedures, apply to ORS 320.305 to 320.340 as if the state transient lodging tax were a tax imposed upon or measured by net income. The provisions apply to the taxpayer liable for the tax and to the transient lodging tax collector required to collect the tax. Any amount collected and required to be remitted to the Department of Revenue is considered a tax upon the transient lodging tax collector required to collect the tax and the transient lodging tax collector is considered a taxpayer. [2003 c.818 §7; 2013 c.610 §9]

(Temporary provisions relating to Department of Revenue's use of raw Internet metadata for enforcement of transient lodging taxes)

Note: Sections 5 and 6, chapter 600, Oregon Laws 2019, provide:

Sec. 5. (1) For the purpose of enforcing the state transient lodging tax, the Department of Revenue shall purchase access to raw metadata scraped from the Internet that relates to the sale, service or furnishing of transient lodging.

(2)(a) The department shall implement an enhanced data-scraping pilot program for the purpose of enforcing the state and local transient lodging taxes.

(b) The pilot program shall include at least two and not more than four units of local government for which the department enforces the local transient lodging tax pursuant to agreements entered into under ORS 305.620.

(c) The department shall prescribe the data that may be made available to the units of local government.

(d) ORS 305.620 (5) does not apply to costs related to the pilot program incurred by the department.

(3) As used in this section, "local transient lodging tax," "state transient lodging tax" and "unit of local government" have the meanings given those terms in ORS 320.300. [2019 c.600 §5]

Sec. 6. Section 5 of this 2019 Act is repealed on January 2, 2023. [2019 c.600 §6]

320.332 Disclosure of confidential information by Department of Revenue and local governments; rules. (1)

As used in this section, "confidential information" means information contained in state transient lodging tax returns required under ORS 320.315, any information in state transient lodging tax reports from which information about a particular taxpayer may be determined and any other information or reports exchanged by the Department of Revenue and a unit of local government related to transient lodging taxpayers that is confidential pursuant to the confidentiality provisions of ORS 320.330.

(2)(a) Notwithstanding ORS 314.835 and the confidentiality provisions of ORS 320.330 and except as provided in paragraph (d) of this subsection, upon written request, the Department of Revenue shall disclose information received under ORS 320.305 to 320.340, or any reports or other form of analysis based on the information, to a unit of local government for purposes of local transient lodging taxes imposed or administered by the unit of local government.

(b) Before making a request under paragraph (a) of this subsection, the unit of local government must provide written notice, to the officers, employees and agents of the unit of local government who will receive the confidential information, of the provisions of ORS 314.835 and 314.991 (2) relating to the penalties for unlawful disclosure of confidential information.

(c) Before disclosing confidential information requested under this subsection to officers, employees and agents, the unit of local government must receive from the officers, employees and agents certification of receipt of the notice required under paragraph (b) of this subsection.

(d) The department may refuse to comply with a request if compliance would be unduly burdensome or expensive.

(3)(a) Notwithstanding any other provision of law and except as provided in paragraph (b) of this subsection, upon written request, a unit of local government shall disclose information received under ORS 320.345 to 320.365, or any reports or other form of analysis based on the information, to the Department of Revenue for purposes of the administration of the state transient lodging tax by the department.

(b) The unit of local government may refuse to comply with a request if compliance would be unduly burdensome or expensive.

(4)(a) A unit of local government may disclose confidential information only to qualified personnel for management audits, financial audits or research conducted by any accredited university, the League of Oregon Cities or the Association of Oregon Counties.

(b) Personnel who receive information from confidential communications or records may not disclose the information except to the extent that disclosure is consistent with the authorized purposes for which the personnel obtained the information.

(c) For audits or research, personnel who receive confidential information may not directly or indirectly disclose in a

report or any other manner the identity of a taxpayer, including a taxpayer identification number or Social Security number.

(5) Information requested under this section is not required to be provided more frequently than once per calendar quarter.

(6) A request made under subsection (2) or (3) of this section remains in effect until the unit of local government that made the request or the department, respectively, requests in writing to discontinue receiving the information.

(7) The Department of Revenue, after consultation with local governments, shall adopt rules establishing the process for making requests under this section, including, but not limited to, forms and timing, information that may be disclosed and the notice and certification requirements under subsection (2)(b) and (c) of this section. [2017 c.89 §2]

Note: 320.332 was added to and made a part of 320.300 to 320.365 by legislative action but was not added to any smaller series therein. See Preface to Oregon Revised Statutes for further explanation.

320.335 Distribution of moneys received. All moneys received by the Department of Revenue pursuant to ORS 320.305 to 320.340, and interest thereon, shall be paid to the State Treasurer to be held in a suspense account established under ORS 293.445. After the payment of refunds:

(1) Moneys necessary to reimburse the Department of Revenue for the actual costs incurred by the department in administering the state transient lodging tax, not to exceed two percent of state transient lodging tax collections, are continuously appropriated to the department; and

(2) The balance of the moneys received shall be transferred to the account of the Oregon Tourism Commission established under ORS 284.131. The moneys transferred under this subsection are continuously appropriated to the Oregon Tourism Commission for the purposes set forth in ORS 284.131. [2003 c.818 §8]

320.340 Exemption from public records law. (1) Public records of moneys received by the Department of Revenue pursuant to ORS 320.305 to 320.340 are exempt from disclosure under ORS 192.311 to 192.478. Nothing in this section shall limit the use that can be made of such information for regulatory purposes or its use and admissibility in any enforcement proceedings.

(2) If a conflict is found to exist between subsection (1) of this section and ORS 314.835, ORS 314.835 controls. [2003 c.818 §8a]

(Local Transient Lodging Taxes)

320.345 Collector reimbursement charges. (1) On or after January 1, 2001, a unit of local government that imposed a local transient lodging tax on December 31, 2000, and allowed a transient lodging tax collector to retain a collection reimbursement charge on that tax, may not decrease the rate of the collection reimbursement charge.

(2) A unit of local government that imposes a new local transient lodging tax on or after January 1, 2001, shall allow a transient lodging tax collector to retain a collection reimbursement charge of at least five percent of all collected local transient lodging tax revenues. The unit of local government may increase the rate of the collection reimbursement charge.

(3) A unit of local government that increases a local transient lodging tax on or after January 1, 2001, shall allow a transient lodging tax collector to retain a collection reimbursement charge of at least five percent of all collected local transient lodging tax revenues, including revenues that would have been collected without the increase. The unit of local government may increase the rate of the collection reimbursement charge.

(4) A unit of local government may not offset the loss of local transient lodging tax revenues caused by collection reimbursement charges allowed under this section by:

(a) Increasing the rate of the local transient lodging tax;

(b) Decreasing the percentage of total local transient lodging tax revenues used to fund tourism promotion or tourism-related facilities; or

(c) Increasing or imposing a new fee solely on transient lodging tax collectors or tourism promotion agencies that are funded by the local transient lodging tax. [2003 c.818 §10; 2013 c.610 §11]

320.347 Alternative remittance of receipts from tax on camping and recreational vehicle spaces. (1) Except as provided in this section, a unit of local government that imposes a tax on the rental of privately owned camping or recreational vehicle spaces shall, regardless of a schedule imposed by the unit of local government for remitting tax

receipts, allow a transient lodging tax collector to hold the tax collected until the amount of money held equals or exceeds \$100.

(2) Once the amount held by a transient lodging tax collector equals or exceeds \$100, or by December 31 of each year if the \$100 threshold is not met, the transient lodging tax collector shall remit the tax collected at the next following reporting period established by the unit of local government for payment of the tax.

(3) A unit of local government may not assess any penalty or interest against a transient lodging tax collector that withholds payments pursuant to this section. [2005 c.610 §4; 2013 c.610 §12]

320.350 Tax moratorium; exceptions; uses of revenues. (1) A unit of local government that did not impose a local transient lodging tax on July 1, 2003, may not impose a local transient lodging tax on or after July 2, 2003, unless the imposition of the local transient lodging tax was approved on or before July 1, 2003.

(2) A unit of local government that imposed a local transient lodging tax on July 1, 2003, may not increase the rate of the local transient lodging tax on or after July 2, 2003, to a rate that is greater than the rate in effect on July 1, 2003, unless the increase was approved on or before July 1, 2003.

(3) A unit of local government that imposed a local transient lodging tax on July 1, 2003, may not decrease the percentage of total local transient lodging tax revenues that are actually expended to fund tourism promotion or tourism-related facilities on or after July 2, 2003. A unit of local government that agreed, on or before July 1, 2003, to increase the percentage of total local transient lodging tax revenues that are to be expended to fund tourism promotion or tourism-related facilities, must increase the percentage as agreed.

(4) Notwithstanding subsections (1) and (2) of this section, a unit of local government that is financing debt with local transient lodging tax revenues on November 26, 2003, must continue to finance the debt until the retirement of the debt, including any refinancing of that debt. If the tax is not otherwise permitted under subsection (1) or (2) of this section, at the time of the debt retirement:

(a) The local transient lodging tax revenue that financed the debt shall be used as provided in subsection (5) of this section; or

(b) The unit of local government shall thereafter eliminate the new tax or increase in tax otherwise described in subsection (1) or (2) of this section.

(5) Subsections (1) and (2) of this section do not apply to a new or increased local transient lodging tax if all of the net revenue from the new or increased tax, following reductions attributed to collection reimbursement charges, is used consistently with subsection (6) of this section to:

(a) Fund tourism promotion or tourism-related facilities;

(b) Fund city or county services; or

(c) Finance or refinance the debt of tourism-related facilities and pay reasonable administrative costs incurred in financing or refinancing that debt, provided that:

(A) The net revenue may be used for administrative costs only if the unit of local government provides a collection reimbursement charge; and

(B) Upon retirement of the debt, the unit of local government reduces the tax by the amount by which the tax was increased to finance or refinance the debt.

(6) At least 70 percent of net revenue from a new or increased local transient lodging tax shall be used for the purposes described in subsection (5)(a) or (c) of this section. No more than 30 percent of net revenue from a new or increased local transient lodging tax may be used for the purpose described in subsection (5)(b) of this section. [2003 c.818 §11; 2013 c.610 §10; 2018 c.34 §3]

320.355 Computation of tax; total retail price; when tax due. (1)(a) A local transient lodging tax must be computed on the total retail price, including all charges other than taxes, paid by a person for occupancy of the transient lodging.

(b) The total retail price paid by a person for occupancy of transient lodging that is part of a travel package may be determined by reasonable and verifiable standards from books and records kept in the ordinary course of the transient lodging tax collector's business.

(2) The local transient lodging tax becomes due when the occupancy of the transient lodging with respect to which the tax is imposed ends. [2018 c.34 §5; 2019 c.498 §4]

Note: 320.355 and 320.360 were added to and made a part of 320.300 to 320.365 by legislative action but were not added to any smaller series therein. See Preface to Oregon Revised Statutes for further explanation.

320.360 Due date of returns; payment of tax; preemption. (1) The transient lodging provider or transient lodging intermediary that collects the consideration charged for occupancy of transient lodging, or a transient lodging intermediary described in ORS 320.300 (12)(c), as applicable, is responsible for collecting any local transient lodging tax and shall file a return of the tax with the unit of local government that imposes the tax, or with any tax administrator identified by the unit of local government, reporting the amount of tax due with respect to all occupancy of transient lodging that ended during the reporting period to which the return relates.

(2) Returns shall be filed on or before the deadline fixed by the unit of local government for filing returns and shall be made under penalties for false swearing.

(3) When a return is required under this section, the transient lodging tax collector required to file the return shall remit the tax due to the unit of local government at the time fixed for filing returns.

(4) This section applies to a transient lodging tax collector unless a charter provision or ordinance or resolution of the unit of local government, or an agreement entered into between the transient lodging tax collector and the unit of local government, provides otherwise. [2018 c.34 §6; 2019 c.498 §5]

Note: See note under 320.355.

320.365 Department of Revenue to collect local transient lodging taxes on local not regional level; rules. (1) The Department of Revenue shall collect the local transient lodging taxes that the department collects for units of local government, pursuant to agreements entered into under ORS 305.620, on a local level rather than a regional level.

(2) The department shall adopt rules for purposes of implementing this section. [2019 c.600 §2]

Note: Sections 3 and 4, chapter 600, Oregon Laws 2019, provide:

Sec. 3. (1) Notwithstanding ORS 320.335, for the biennium beginning July 1, 2019, in order to fund the actual start-up costs incurred by the Department of Revenue in collecting local transient lodging taxes in the manner described in section 2 of this 2019 Act [320.365], the department shall withhold state transient lodging tax moneys that would otherwise be transferred to the Oregon Tourism Commission under ORS 320.335 (2) in an amount not to exceed \$900,000.

(2)(a) In order to reimburse the commission for the moneys withheld under subsection (1) of this section, plus two percent interest per annum, the department shall transfer to the commission, in addition to the transfers required under ORS 320.335 (2), the amount of state and local transient lodging tax moneys received by the department that would have been withheld by transient lodging intermediaries as a collection reimbursement charge under ORS 320.305 (3)(b) and 320.345 but for the disallowance of such charges under paragraph (b) of this subsection.

(b) Notwithstanding ORS 320.305 (3)(b) and 320.345, a transient lodging intermediary may not withhold any amount of state or local transient lodging taxes reported to the department as a collection reimbursement charge until the date specified in subsection (4) of this section.

(3) Beginning on the day immediately following the date on which the department has withheld the lesser of the actual start-up costs described in subsection (1) of this section or \$900,000, the department shall cease withholding moneys in the manner described in subsection (1) of this section.

(4) Beginning on the day immediately following the date on which the department has transferred to the commission the total amount of the reimbursement required under subsection (2)(a) of this section, transient lodging intermediaries may resume withholding collection reimbursement charges from state and local transient lodging taxes reported to the department as provided in ORS 320.305 (3)(b) and 320.345.

(5)(a) The department shall refund, without interest, any amounts of state and local transient lodging taxes received from transient lodging intermediaries pursuant to subsection (2)(a) of this section that exceed the total amount of the reimbursement required under subsection (2)(a) of this section.

(b) The refunds required by paragraph (a) of this subsection shall be made in fair and proportionate amounts to transient lodging intermediaries that would have withheld amounts of state and local transient lodging taxes as a collection reimbursement charge but for the disallowance of such charges under subsection (2)(b) of this section.

(c) The department may prescribe the method for making any determination required under this subsection.

(6) As used in this section, “collection reimbursement charge,” “local transient lodging tax,” “state transient lodging tax” and “transient lodging intermediary” have the meanings given those terms in ORS 320.300. [2019 c.600 §3]

Sec. 4. (1) Section 3 of this 2019 Act is repealed on the day immediately following the day described in section 3 (4) of this 2019 Act.

(2) The Department of Revenue shall notify the Legislative Counsel as soon as practicable after the day described in subsection (1) of this section. [2019 c.600 §4]

Accounts Payable

Checks by Date - Summary by Check Date

User: kari.ott
Printed: 8/16/2021 1:17 PM



Check No	Vendor No	Vendor Name	Check Date	Check Amount
127495	879087	Adam Brown	07/06/2021	297.80
Total for 7/6/2021:				297.80
127496	879575	Jaman Patel	07/08/2021	900.00
Total for 7/8/2021:				900.00
127497	879525	ARAMARK Uniform & Career Apparel Gr	07/14/2021	228.28
127498	033300	Argus Observer	07/14/2021	384.20
127499	130624	B & W Car Wash	07/14/2021	3.00
127500	879494	Bruneel, LLC	07/14/2021	159.95
127501	626400	Campo & Poole Distributing, LLC	07/14/2021	5,027.80
127502	190220	Commercial Tire, Inc.	07/14/2021	4,210.50
127503	216000	D & B Supply Company	07/14/2021	16.98
127504	237002	Dell Marketing,L.P.	07/14/2021	1,355.00
127505	520400	Dorman's, Inc.	07/14/2021	173.56
127506	879465	Ergon Asphalt & Emulsions, Inc.	07/14/2021	53,287.23
127507	284000	Farmers Supply Co-Op	07/14/2021	6,475.19
127508	&260	Four Rivers Cultural Center	07/14/2021	27,303.89
127509	879299	Dwayne Allen Holloway	07/14/2021	935.00
127510	368200	Hughes Fire Equipment, Inc.	07/14/2021	1,103.84
127511	408200	J-U-B Engineers, Inc.	07/14/2021	6,870.16
127512	412500	Keller Associates, Inc.	07/14/2021	21,730.00
127513	&509	Matsy's Restaurant & Catering	07/14/2021	70.00
127514	879163	McCurry Ontario Motors, LLC	07/14/2021	6,086.87
127515	602320	NAPA Auto Parts	07/14/2021	203.85
127516	878978	National Hose Testing, Specialties, Inc.	07/14/2021	2,547.50
127517	879301	Net Assets Corporation	07/14/2021	576.00
127518	500400	Norco, Inc.	07/14/2021	80.77
127519	539200	Ontario Area Chamber of Commerce	07/14/2021	22,234.38
127520	242083	State of Oregon Department of Transportati	07/14/2021	0.45
127521	516494	State of Oregon Department of Transportati	07/14/2021	5,782.39
127522	879012	State of Oregon Dept of Public Safety Stan	07/14/2021	40.00
127523	528405	Oster Professional Group, CPA's PC	07/14/2021	49,644.84
127524	644210	Roadrunner Towing, Inc.	07/14/2021	160.00
127525	879469	SBRK Finance Holdings, Inc.	07/14/2021	1,234.00
127526	879138	Stantec Consulting Services, Inc.	07/14/2021	3,942.50
127527	704400	Star Fire District	07/14/2021	2,721.43
127528	&357	Larry A. Sullivan	07/14/2021	3,363.60
127529	879553	Training & Employment Consortium	07/14/2021	1,080.00
127530	788402	TransUnion Risk & Alternative Data Soluti	07/14/2021	75.00
127531	879463	Treasure Valley Drilling, LLC	07/14/2021	22,000.00
127532	879151	Waste-Pro	07/14/2021	80.10
127533	863995	White Cloud Communications-Boise, Inc.	07/14/2021	12,022.00
Total for 7/14/2021:				263,210.26

Check No	Vendor No	Vendor Name	Check Date	Check Amount
127534	&525	American Staffing, Inc.	07/15/2021	357.06
127535	879225	Malheur Media, LLC	07/15/2021	366.00
127536	879542	Atlas Land Surveying	07/15/2021	5,734.78
127537	412500	Keller Associates, Inc.	07/15/2021	13,265.00
Total for 7/15/2021:				19,722.84
127538	614087	PORAC LDF	07/16/2021	385.00
127539	879146	Toshiba Financial Services	07/16/2021	1,721.89
127540	UB*11887	BRENDA ANDREWS	07/16/2021	171.68
127541	879087	Adam Brown	07/16/2021	139.99
127542	180798	CIS Trust	07/16/2021	269,704.70
127543	UB*11884	CARMEN ANDREA CISNEROS	07/16/2021	82.69
127544	634311	Frazier Aviation, LLC	07/16/2021	425.00
127545	UB*11885	RIATA GOEMMER*	07/16/2021	21.49
127546	UB*11886	BRINA HARRIS	07/16/2021	70.83
127547	428200	League of Oregon Cities	07/16/2021	8,851.10
127548	451350	Malheur County Fair Board	07/16/2021	100.00
127549	879464	Merchant McIntyre Associates, LLC	07/16/2021	13,000.00
127550	461607	MicroTechnology Systems, Inc.	07/16/2021	4,600.00
127551	477523	Municode	07/16/2021	2,200.00
127552	494820	The Nichols Accounting Group, P.C.	07/16/2021	5,000.00
127553	15101	City Of Ontario - Department Head Credits	07/16/2021	3,600.00
127554	583401	State of Oregon Department of Environmen	07/16/2021	840.00
127555	879551	Painter Holdings & Business Ventures, Inc.	07/16/2021	7.00
127556	704400	Star Fire District	07/16/2021	2,566.65
127557	822503	Utility Truck Equipment	07/16/2021	19,615.00
Total for 7/16/2021:				333,103.02
127558	037600	AT&T	07/21/2021	23.92
127559	144000	Cascade Natural Gas Corporation	07/21/2021	41.40
127560	637830	Century Link	07/21/2021	473.04
127561	376000	Idaho Power	07/21/2021	645.18
127562	130950	Sparklight Business	07/21/2021	104.41
Total for 7/21/2021:				1,287.95
127563	832852	Wells Fargo Business Elite Card	07/22/2021	6,746.32
Total for 7/22/2021:				6,746.32
127564	UB*11888	DAVID SMITH	07/23/2021	97.63
127565	UB*11889	DELORES SMITH	07/23/2021	46.25
Total for 7/23/2021:				143.88
127566	637828	Century Link Communications, LLC	07/27/2021	97.18
127567	441140	Looks Nu, Inc.	07/27/2021	230.00
127568	442770	Luzetta's Flowers & Gifts	07/27/2021	100.00
127569	451750	Malheur County Sheriff's Office	07/27/2021	52,087.35
127570	360004	Saint Alphonsus Ontario	07/27/2021	35.00
Total for 7/27/2021:				52,549.53

Check No	Vendor No	Vendor Name	Check Date	Check Amount
127571	818000	U.S. Postmaster United States Postal Servic	07/28/2021	12,280.00
Total for 7/28/2021:				12,280.00
ACH	PRAFLAC	AMERICAN FAMILY LIFE ASSURANCE	07/30/2021	774.22
ACH	PRAMERF	AMERICAN FUNDS GROUP	07/30/2021	225.00
ACH	PRCCIS	E B S TRUST	07/30/2021	74,289.09
ACH	PRCOLONI	COLONIAL LIFE	07/30/2021	1,113.13
ACH	PRFED	PAYROLL TAXES	07/30/2021	77,067.57
ACH	PRICMA	I C M A RETIREMENT TRUST 457	07/30/2021	550.00
ACH	PRNATW	NATIONWIDE RETIREMENT SOLUTION	07/30/2021	400.00
ACH	PRORJU	OREGON DEPARTMENT OF JUSTICE	07/30/2021	732.00
ACH	PRORTAX2	OREGON DEPARTMENT OF REVENUE	07/30/2021	297.45
ACH	PRORTAXE	OREGON DEPARTMENT OF REVENUE	07/30/2021	12,841.59
ACH	PROSGP	OREGON SAVINGS & GROWTH PLAN	07/30/2021	3,500.00
ACH	PRPERS	OREGON PERS	07/30/2021	111,984.85
127572	PRLINC	LINCOLN NATIONAL LIFE INS CO	07/30/2021	600.00
127573	PRSFIRE	UMPQUA BANK	07/30/2021	360.00
127574	879577	Alex Cisneros	07/30/2021	2,403.50
127575	405949	Jon Esplin	07/30/2021	335.50
127576	637830	Century Link	07/30/2021	724.82
127577	376000	Idaho Power	07/30/2021	3,245.49
127578	879417	LightSpeed Networks, Inc.	07/30/2021	1,130.16
127579	572000	Ontario Sanitary Service, Inc.	07/30/2021	313.06
127580	288897	Verizon	07/30/2021	1,955.18
Total for 7/30/2021:				294,842.61
Report Total (98 checks):				985,084.21

MALHEUR COUNTY COURT MINUTES

July 28, 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. Staff present was Administrative Officer Lorinda DuBois. Members of the media, public and staff were present electronically. Notice of the meeting was emailed to the Argus Observer, Malheur Enterprise, and those persons who have requested notice and posted on the Courthouse bulletin board. The meeting was audio recorded. The agenda is recorded as instrument #[2021-3664](#)

EARLY LEARNING HUB BOARD APPOINTMENTS

Eastern Oregon Early Learning Hub Director Kelly Poe and Tanya Faughn met with the Court. Ms. Poe requested appointment of board members for the July 2021 through June 2023 term of: Suzanne Bolyard, Treasure Valley Community College; Sara Byrne, Malheur Education Service District (Alternate); Angelica Fuentes, Oregon Child Development Coalition; Wendy Hill, Oregon Department of Human Services; and Becky Padilla, Malheur County Child Development Center. The Board is advisory and responsible for the strategic work and investments in early childhood in Baker, Malheur and Wallowa counties. Pursuant to 2012 Early Learning Legislation (HB 4165) the Eastern Oregon Hub will support families to help their children attain positive goals and a successful life, while bringing local communities together to provide a more streamlined, efficient system, to interact and share successful practices and be collectively responsible for the outcomes of Eastern Oregon's children. The Board will be updating its strategic plan in October 2021 and will include a strong focus on early care and education investments in order to support current workforce while building a future workforce. It is anticipated an AmeriCorps RARE member will assist in completing the required data assessment and building of a case for early childhood system investments and development of community presentations for a variety of audiences. Ms. Poe answered various questions from the Court members.

Commissioner Hodge moved to appoint the board members as presented above. Commissioner Jacobs seconded and the motion passed unanimously.

PROPOSED LANDFILL GAS EMISSIONS RULES

Environmental Health Director Craig Geddes met with the Court and presented written comments regarding DEQ's proposed landfill gas emissions rules; the proposed rules will require additional methane mitigation and monitoring at landfills. The cost to the County in permitting and consultant fees will be approximately \$20,000 the first year; and approximately \$16,000 each year after. The County is already required to monitor Methane Gas at Lytle Boulevard Landfill and to date there has never been a detectable level of methane in any monitoring location. Commissioner Jacobs moved to sign and submit the written comments. Commissioner Hodge seconded and the motion passed unanimously. See instrument # [2021-3666](#)

COURT MINUTES

Commissioner Jacobs moved to approve Court Minutes of July 7 and July 21, 2021 as written. Commissioner Hodge seconded and the motion passed unanimously.

CROSSING PERMIT

Commissioner Hodge moved to approve Crossing Permit #24-21 to Track Utilities LLC for a road bore to provide CTL (CenturyLink) service to a customer on Otis Road #651. Commissioner Jacobs seconded and the motion passed unanimously. The original permit will be kept on file at the Road Department.

RESOLUTION - OPPOSING RIVER DEMOCRACY ACT

Commissioner Jacobs moved to approve Resolution No. R21-26: Resolution Opposing the River Democracy Act. Commissioner Hodge seconded and the motion passed unanimously. Commissioner Jacobs explained he had done extensive work on the River Democracy Act and there are a number of objections to the Act, including: a lack of public outreach and consultation with the County; many of the streams are intermittent streams that dry up every year (and more than normal are dried up this year because of the drought); and other streams are small enough that you can step across without getting your feet wet. See instrument # [2021-3680](#)

SUB-GRANT WITH MALHEUR DRUG

Commissioner Jacobs moved to approve Sub-Grant with Malheur Drug Inc. for CARES Act/CoronaVirus Relief Funds Pursuant to State of Oregon Grant Agreement Grant No. 2623. Commissioner Hodge seconded and the motion passed unanimously. Malheur Drug will market, promote and encourage the COVID-19 vaccination and provide a culturally responsive, low-barrier access to COVID-19 vaccination, with a special emphasis on populations experiencing vaccine inequality or reduced vaccination rates; incentives for those receiving the vaccination may be made, such as gift cards with a value of \$25 or less. Financial consideration of the sub-grant is \$5,000 and the agreement expires December 2021. See instrument # [2021-3665](#)

IDAHO POWER COMMERCIAL CUSTOMER COVID-19 RELATED ARREARAGES

County Counsel Stephanie Williams noted she has been in contact with Idaho Power; there are approximately 77 commercial customers who are in arrears due to impacts of the COVID-19 pandemic (approximately \$24,000) and a contract between Idaho Power and the County is being drafted.

FUND TRANSFER RESOLUTION

Commissioner Hodge moved to approve Resolution No. R21-27: In the Matter of Fund Transfers Under Local Budget Law ORS 294.463. Commissioner Jacobs seconded and the motion passed unanimously. The resolution accounts for end of the 2020-2021 fiscal year necessary budget transfers. See instrument # [2021-3669](#)

FUND TRANSFER RESOLUTION - EXTENSION SERVICE DISTRICT

Acting as the governing body of the Malheur County Agricultural Educational Extension Service District, Commissioner Jacobs moved to approve Resolution No. R21-28: In the Matter of Fund Transfers Under Local Budget Law ORS 294.463. Commissioner Hodge seconded and the motion passed unanimously. The resolution accounts for end of the 2020-2021 fiscal year necessary budget transfers. See instrument # [2021-3668](#)

COMMUNITY IN ACTION GRANT APPLICATION

Commissioner Jacobs moved to support Community in Action's Emergency Solutions Grant (ESC) application. Commissioner Hodge seconded and the motion passed unanimously. Funding will assist with homeless services, day shelter services, rental assistance, domestic violence services and operation of the shelter project for the homeless. See instrument # [2021-3667](#)

AMENDMENT TO ROAD IMPROVEMENT AGREEMENT - FROERER

Commissioner Jacobs moved to approve First Amendment to the Road Improvement Agreement with the Froerer Family Limited Partnership, Recorded by the Malheur County Clerk as Instrument Number 2021-1345. Commissioner Hodge seconded and the motion passed unanimously. Dates in Paragraph 2.1 A, 2.1 B, and 2.2 C are modified. See instrument # [2021-3699](#)

PUBLIC HEARING - ORDINANCE NO. 228

Present for the first public hearing to consider Ordinance No. 228: An Ordinance for a Post Acknowledgement Plan Amendment (PAPA) to include a portion of tax lot 3200 Map 16S47E of the Malheur County Assessor's Office as a significant aggregate site to Malheur County's Comprehensive Plan, Goal 5, Mineral and Aggregate Inventory were Planner Eric Evans, Applicant Darren Lee, Michael Hastings, and Dinah Lord. Present electronically were Mandi Hastings, Patty Dickinson, Bill and Riley Downing, and Jennifer Gerulf. Notice of the hearing was published in the Argus Observer. The applicant is Darren Lee; Property Owner is Dallas Head. Planning Department File No. 2021-03-010. A hearing was held before the Planning Commission on May 27, 2021; continued to June 24, 2021; and again continued to July 22, 2021 and the Planning Commission recommended that the site not be placed on the Goal 5 Resource Inventory.

Judge Joyce opened the hearing; asked that the sign-in sheet be completed; and announced that testimony from proponents/opponents would be 3 minutes and the applicant would be allotted 10 minutes for his initial presentation and 5 minutes for rebuttal; all testimony and questions should be directed to or through the Judge - not directed to staff or witnesses.

Judge Joyce asked for any abstentions or conflicts of interest from the members of the Court or for any disclosure of bias or ex parte communications or site visits; there was none. Judge Joyce asked for any objections to any members of the County Court hearing the matter; there were none. Judge Joyce asked if there were any challenges to the County Court's jurisdiction to hear the matter; there was none.

Judge Joyce stated: Oregon land use law requires several items to be read into the record at the beginning of this hearing. I will now read these items. The applicant's substantive criteria upon the application will be decided are found in Oregon state laws and rules as well as local code provisions which are specifically set out in the Staff Report and include OAR 660 Division 23 Section 3. Testimony and arguments and evidence presented must be directed toward those approval criteria and other criteria in state law, the Malheur County Comprehensive Plan or the Malheur County Code that the speaker believes to apply to this decision. Failure of anyone to raise an issue accompanied by statements or evidence sufficient to afford the decision makers and parties the opportunity to respond to this issue will preclude an appeal to LUBA on that issue. An issue that may be the basis of an appeal must be raised no later than the close of the record; such issues must be raised and accompanied by statements or evidence sufficient to support and afford the decision makers and the parties an adequate opportunity to respond to each issue. The failure of the applicant to raise constitutional or other issues relating to the proposed conditions of approval with sufficient specificity to allow the decision makers to respond to the issue precludes an appeal or an action for damages to Circuit Court.

Order of proceedings: The Applicant will be allowed up to 10 minutes for initial applicant presentation; the applicant may also present 5 minutes of final rebuttal. All others wishing to testify will be given 3 minutes each. Staff Report for the County by Eric Evans. Applicant. Testimony in favor. Testimony in opposition. Staff comments. Rebuttal. Close the public hearing. There will be no decisions made at this hearing; a second hearing will be held in August.

Judge Joyce turned the hearing over to Planning Director Eric Evans. Mr. Evans explained that those participating electronically are muted and could be unmuted/muted by pressing *6 and asked for roll call of who was on the phone.

Mr. Evans presented the Staff Report. Mr. Darren Lee has applied for, it's actually a two-step process for mining in any county, you have the post acknowledge plan amendment, or the PAPA, process - that's determining that a site is adequate to add to our significant inventory, for our Goal 5 Inventory; and then in Malheur county we also have the conditional use side of this. On this last Thursday, and actually starting in May 27, continued to June 24 and again finalized July 22, there was a hearing where the Planning Commission denied the conditional use permit and they also made the motion to recommend to the County Court to deny adding this to the Goal 5 Inventory. We did all of our notifications through the Argus Observer, and to DLCD, and to the adjoining landowners as required. At the Planning Commission hearing we had multiple neighbors that spoke in opposition of the application for the conditional use permit, citing things like impacts to the residences, impacts to the farm practices, and an inadequate application were the things that I felt were the most notable in their testimony. In regards to the PAPA, testimony pointed to the inadequate information provided in the application to support the location, quality and quantity for the proposed area. There was no testimony besides the Applicant in favor of the application and we also received testimony from Dave Tiffany, the Road Master, Karl Shrum with Ontario Road District 3, the Payette Rural Fire District, and Owyhee Irrigation District. And again, in the end, the Planning Commission voted to deny the CUP and to recommend the denial of the PAPA to the Malheur County Court, both by a vote of 6 to 1. I sent to you guys, and sorry, the hearing was Thursday and I didn't have time to get it all prepared on Friday and so I sent it to you earlier this week with like 153 pages - I suspect you guys went through every page with a fine tooth comb, right.

Commissioner Hodge: I looked at everyone.

Mr. Evans: This hearing is de novo; it's not based on the record, it's actually all new information that we can obtain. I kind of talked about the conditional use permit and adding to the Goal 5 inventory. It's important to note that this is really only about adding it to the Goal 5 inventory. The part in legislation that talks about that, talks about whether the site is adequate and we're determining whether the information we have is adequate to say that this is a significant site. And adequacy is based on three things - location, quality, and quantity, so in Malheur County's eyes those are the three topics that we're talking about today - or that's the one topic we're talking today is the location, quality, and quantity. Also available on the Staff Report are two options available for the Court; I believe the two options that we have available are to either approve the application or deny the application.

Judge Joyce: But not at this meeting

Commissioner Jacobs: Which will be done in the future

Mr. Evans: Right, like Judge said earlier, today we are more or less listening, getting information on the record, and as we always have in these, we usually have the two hearings for these. Also in your packet, just to know, I think it's the third and fourth page, Tatiana did a really good job of putting together a timeline and putting together all of the exhibits, I want to say there was, up to date of this, there was 26 exhibits. Do you have any questions for me? I think we're going to probably have quite a few people that want to talk today; and the people that are in the audience, you guys can testify just where you're at. And I think that's all I have.

Judge Joyce: I'm going to let you go ahead and start and referee and be the timekeeper.

Mr. Evans: I will help moderate all of this stuff right now as well. The first we will hear from, we will have ten minutes from Mr. Lee.

Darren Lee: Good morning your honor. Thank you for your time. My name is Darren Lee and I am here to present engineered studies and evidence to support a Goal 5 inventory designation be added to the property in question. A little bit about myself - I'm a general contractor in Oregon and a public works contractor in Idaho, been in the gravel business for about 13 years now with the last three years as a fulltime job after retiring out of the military. It's my primary source of an income. I have a Masters in Emergency Preparedness and I'm half way through a second Masters in Engineering. I'd like to present some documents to you if I may. The very top document is a Goal 5 inventory testing done by Atlas Testing. In that test, it not only meets but exceeds the criteria as part of the Goal 5 designation for quality analysis. The second set of documents is actually my order for a Goal 5 inventory test through Atlas Testing; that was their charge that I gave them and hopefully that's what they carried out. There's a second set of documents in there ...(phone disconnected/ staff made reconnections).... with that, there's a second analysis there from Materials Testing, who now is Atlas, they did a test on my other pit, about 12 years ago, which is approximately 1.5 mile away or about a mile away, across the draw, similar quality of gravel, pretty much mirrored, except that the gravel on the Powerline Road, or the Dallas Head pit was a little bit cleaner is what they told me. So, gravel is fairly consistent throughout that whole area.

So, one of the complaints of the Commissioner's was that adequate testing hadn't been done throughout the 300-acre parcel. When I ordered that test, I ordered it for the 300-acre parcel. I don't know where Commissioner's feel they are on that because I hire professional engineers and that's supposed to be their job to make sure they adequately test those areas. The second item that they felt was an issue was that they didn't know the test holes and the significance of where they were put. I think there's a map there that shows where the test holes have been...

Commissioner Hodge: This map?

Darren Lee: That's actually the map physically showing the pictures of where the test holes are

Commissioner Hodge: Yeah, it says test hole site and its got exposed gravel, I think that says BLM pit...

Darren Lee: Right, there's a BLM pit up there that they've mined out, that's their quarry that's not part of the process, but I was just showing the gravel activity because what it does is basically that top part that shows where it's been partially mined out, it's kind of like a cake, you take a couple of slices out, you don't have to dig a hole to see where the gravel's at because you've got an unbelievably exposed bank to show.

Commissioner Hodge: What are all of these dots?

Darren Lee: Those were the test pits.

Commissioner Hodge: Okay.

Darren Lee: So if you look at the next page you can actually, I think there, it shows a

Commissioner Hodge: Shows that test pit, I assume, the one with the gravel

Darren Lee: Yeah, and you can actually see all the way up to Powerline Road and you can see the other test pits.

Commissioner Hodge: Oh okay. That's what those are is test pits.

Darren Lee: Right, those are the actual, gravel is stacked along the side there. And then other pictures show, again, where I talked about the exposed gravel

Commissioner Hodge: Yeah, I think this says old gravel pit 30 feet plus deep

Darren Lee: That's actually part of the Head quarry and it was a State pit that the Heads deeded to the State and then it was deeded back to the Heads. So they mined that out quite a while ago, but they just left the bank there and eventually, for safety sake, we kind of covered some of the gravel over so a kid wouldn't fall off of the bank.

Commissioner Hodge: Yeah, is that what they call overburden?

Darren Lee: Yes

Commissioner Hodge: Okay.

Mr. Evans: Can I ask, is this different than what you actually already have on the record or is some of this new information?

Darren Lee: Yeah.

Mr. Evans: Okay, I'll need to get some of that for my record as well.

Judge Joyce: This will all go into the record.

Mr. Evans: I just need a copy, if he doesn't have another copy for me I need one of your copy's.

Multiple talking

Mr. Evans: It'll be another hearing next week, it'll still be de novo

Commissioner Hodge: So you can still add some

Mr. Evans: Yeah

Commissioner Hodge: Okay

Darren Lee: Okay, so with that, I found it rather disturbing that we waited until the third hearing for Planning and Zoning to come up with that they didn't feel that the Goal 5 inventory was adequate. I think that that's, I don't know how a guy ever gets through planning and zoning if we have all of these changes that we go through. Initially the first issue was the road, Jasmine Road, it's not up to code; I agreed it was a safety issue, I wanted an opportunity to see if I could find an alternate route, which I did, we addressed that in the second issue. Some of the neighbors again wanted to throw mud against the fence and say well, the offset is not far enough from their housing area. I agreed to give up another 250 feet more than what the Department of Geology and Minerals requires, which is 100-foot offset, to 350 feet. Most of the houses are over 1000 feet away. Some of them are even built, one of them's even built on a quarry; some of them have other quarries right on their property line, but apparently that's a big issue for them. Again, so I addressed that. And then in the third hearing that we had is again more complaints were made about me contaminating wells that are 450 feet deep and other issues. One of the Commissioner's lives up there, right next to the adjacent property, so he recused himself but he wanted to testify as a citizen. He was at the Planning and Zoning meeting, and I've been to a lot of Planning and Zoning meetings and I've never seen this, so he goes to testify as a citizen and he grabs my application and goes up with the other Commissioners and begins to tear it apart. Now granted, this is the third hearing and he says that it's not adequately described about the berms or the dust abatement, which we adequately discussed in the first meeting. So he was supposedly in the position of a citizen but he went back up and that's commissioner stuff in my opinion, to go through an application and start to make derogatory statements. So in my opinion at that point it was kind of a moot point, there was no way that, this guy's already said that he was totally against it, he's in the excavation business himself, so, and he went on and on about how it wasn't detailed enough but yet he wouldn't give me specifics. So as part of the denial process with the Commissioners was they said it wasn't detailed enough. Now we had three hearings to be able to work these issues out. And I thought that is that's what I was doing in good faith was trying to work with everybody to be able to mitigate these issues. Well apparently, it was just an exercise in frustration for me because that wasn't the case and when I did my final rebuttal, the final thing I asked the Commissioners, I said, are there any other questions of me? And there wasn't one question asked. So I don't know how a person can ever get anything through Planning and Zoning where engineer studies are not deemed valid and that my good faith efforts, despite all of them, is then the bland answer that comes for the denial is, you just didn't give detailed enough information. We had three tries at this to get it right. I can't see how you would ever get a commission to be able to approve something like that. I also, I'm a little concerned about ex parte communication because one of the citizens at some point said, well John Faw is a buddy of Darren Lee's and he will vote in the affirmative for him. I don't know John Faw from sic 'em and he is the only one who voted in favor. So either that person is very lucky and they are a good guesser or there has been some ex parte communication going on there, because I just didn't see how that that could transpire, again me not knowing John Faw and yet he does vote in the affirmative.

The neighbors got all fired up about, there was a couple I think that were thinking that I was going to open up some Knife River facility and I was going to tear up the landscape and blah blah blah blah. That land has been a quarry for the last 70 years. My family has been living right around the corner since 1943. The reason that I went to Planning and Zoning to do the conditional use permit is the laws have changed in Oregon and you almost can't mine gravel off your own property anymore without having a conditional use permit; that is what I was doing. If you will look at this diagram here, this shows all of the areas in that little community there that have been quarry activity over the last seven years. It's not a little bit. So basically, what they're saying is that Dallas Head and myself have no right to conduct business as usual on our property because now they've moved there and they just don't want any part of it.

Mr. Evans: That is time, a little bit over, but that's time.

Judge Joyce: Okay. Alright.

Mr. Evans: So we will go ahead and I will request, anybody that's, well I'll go ahead and say anybody that's in favor of this application. And again, I'll remind everybody online, *6 mutes and unmutes yourself. So if anybody is in favor of this application. Okay, hearing none, I will, I'm going to go ahead and start probably with the people that are here in person. And again, if you'll state your name and address for the record that would be great. Thank you.

Dinah Lord: 458 Jasmine Road, Ontario. I'm standing over here because I don't think its appropriate for me to address the Commission without standing and also you were blocked your honor. I apologize for my nervousness; I still suffer from it after

years of public speaking when I was in the Army and also as my volunteer job with the Third Judicial District in Idaho. It was our understanding this hearing was supposed to be about Goal 5 and Goal 5 only, so that is what I'll be addressing. Goal 5 was meant to benefit Oregon not Idaho. Oregon implemented the Goal 5 program in order to identify and protect Oregon resources for present and future generations of Oregonians. Throughout the Planning and Zoning meetings this applicant voiced several times that the aggregate would be serving Weiser, Payette and Fruitland, given its location. This is not in line with the intent of the entire Goal 5 program. As described in rules and regulations of the Goal 5 program local governments are not required to amend acknowledged plans or land use regulations in order to provide new or amended inventories. I would like to submit for the record that as described per the code local governments are not required to accept or amend the comprehensive plan just because they are petitioned to do so by outside persons or entities. And especially in this case where the resources were meant to be protected by Goal 5 would actually be harvested and taken out of the state to benefit Idaho. Therefore, based on this fact alone, the site should not be considered. The proposed site to be added to the Goal 5 inventory consists of 54 acres, the surrounding acreage of homeowners opposed to this action consists of 7 homeowners, 10 residential addresses of which totals 480 acres. Additionally, there is an easement at this site that supplies valuable water necessary to sustain crops valued in millions of dollars for Ontario Farms. The landowner of the proposed property to be included in Goal 5 inventory has not presented himself in any of the Planning and Zoning Commission meetings or this hearing; it is the applicant. Aggregate is one of several natural resources addressed under statewide planning Goal 5. This area was not identified as a Goal 5 resource in the 1978 comprehensive plan. Thank you for your time.

Michael Hastings: Thank you your honor for allowing me to speak. I live at 464 and 470 Jasmine Road, where I share a fence line with this proposed aggregate pit. The inadequacies of the location, quality and quantity analysis is only one of many issues contained within the application that are in direct conflict with the rules that govern Goal 5. As per the rules and regulations that govern Goal 5, it states that local government shall also follow the standard ESEE process, which is established to identify conflicts. Ironically the Goal 5 program was developed to avoid the situation that we find ourselves discussing today. Forty-three years ago, Oregon instituted Goal 5 in order to identify, list and protect key natural resources for present and future generations; aggregate was one of those resources. As stated, they did this so that they could protect and most importantly prevent future land use decisions from being made on or around the identified sites that would conflict with the ability to utilize the resource. Per the definitions that govern Goal 5, protect means, and I quote, prohibit new conflicting uses within the impact area, in this case the impact area is 1500 feet, of the site, unquote. It goes on to specifically list the words houses and schools as examples of conflicts in regards to aggregate sites. So, Malheur County followed this mandate 43 years ago and surveyed the county and built a list of over 200 aggregate sites containing thousands of acres of land contained in this report here. At that time, this site in question was not added to the list and furthermore the site was deemed important as exclusive agricultural land and was zoned as such. Since then several land use decisions that don't conflict with exclusive agricultural land were approved and allowed to be built on and around the site. Approximately 10 households have relied on these decisions of the County to invest life savings into their properties knowing that farmland would be their forever neighbor and not an aggregate pit. Before the Court today is one man's desire to have the County change their mind and allow this exclusive agricultural land to be converted into an aggregate pit. If this were to happen, 10 peaceful homesteads would instantly be considered and labeled conflicts. These instant conflicts, formerly known as peaceful houses, families, and farms, cannot be mitigated out of existence at this point. This is at the very heart of the problem. But again, the houses and the quality and quantity and location are only a few of several non-mitigatable conflicts as per the rules that govern Goal 5. I plead with the Court and the County to take responsibility and honor your past decisions by denying this petition and not allowing this site to be added to the Goal 5 inventory and not allowing a change in land use at this site now or at any time in the future.

Judge Joyce asked Mr. Evans if new information could be presented. Mr. Evans explained that yes, the hearing was de novo so new information could be presented; however testimony should be based on location, quality and quantity.

Mr. Evans proceeded to call for opponent testimony.

Jennifer Gerulf did not have any testimony to present at this time.

Mandi Hastings: I live at 464 and 470 Jasmine Road. I also share a property line with Dallas Head's property, which is cultivated farmland and currently in practice organic standards on that farmland. I just want to talk today about the non-mitigatable conflicts concerning the destruction of farmland. In addition to the inadequacy of the quality and quantity analysis, the Darren Lee proposal would destroy valuable farmland that is specifically prohibited in the rules and regulations of Goal 5. Class I and II soils are described as those quote, suited to a wide range of plants and may be used safely for cultivated crops, pasture, range, woodland, and wildfire, end quote. This is the perfect description of nearly 100% of Dallas Head's land in which Darren Lee is attempting to mine. The site is zoned as exclusive farm ground and has been farmed for more than 100 years, producing crops such as crusted rye, alfalfa, oat, and wheat. As such, the site is specifically prohibited from being classified as a significant aggregate source because doing so would result in the potential destruction of more than 35% valuable farm ground. This is prohibited in the rules and regulations that govern Goal 5. I also just want to add to this that this will have a direct effect on our farming practices as well and will prohibit us from being able to get organic certification or continue to grow our crops the way that we want. Not only does the water that will run off from this aggregate pit come into our farm ground but it's also the dust and air pollution will directly affect us in numerous ways that include our farming as well as our living quality. Thank you for hearing us today.

Patty Dickinson: I'm Patty Dickinson, 5120 Power Road and a long-time resident in this area. I also have a fence line bordering Dallas Head's property. In addition to the inadequacy of the quality and quantity analysis, inspections of every test hole Mr. Lee has dug on the property reveals the following: there was 12 feet of overburden soil throughout the test area. Mr. Lee's own report stated that there will be 20 feet of gravel. Therefore, removal of the gravel will require 32 foot of material to be removed. The Hastings property immediately adjacent to the proposed gravel area had a professional analysis prepared at the time of their

purchase. The analysis showed groundwater coming into the property at a depth of 15 feet. Bottomline – if the property is listed as a gravel resource and ever mined it is not a question of whether the water feed to the adjacent homeowners' wells will be destroyed, it is not hypothetical, it is a mathematical fact that will happen. This is a conflict and cannot be mitigated. Thank you.

Riley Downing: Bill and Riley Downing, 5151 Power Road. Judge and Commissioners we just thank you so much this morning for taking the time to let us present our case. In addition to the inadequacy of the quality and quantity analysis, the Darren Lee proposal failed to demonstrate a clear and nondamaging way to ingress and egress the property in question. The property has no means of access suitable for an aggregate mining operation. It has been determined by multiple sources, including the Malheur County Road Department and the Planning and Zoning Commission that Jasmine Road could not be crossed or used in any way by this applicant due to the many unmitigable conflicts. As such, Darren Lee attempted to amend his plan and build a new road that would access Mesquite; this too is inadequate and would result in a dangerous situation for local residents. Imagine if you will, a large heavily loaded belly dump coming down a steep hill and then having to negotiate a 90 degree turn onto a narrow 21 foot wide road, all the while crossing an agricultural irrigation ditch that carries water to thousands of acres of prime farmland. An underground pipeline with an easement runs the entire length of the proposed mining operation from the east to the west. This underground pipe carries water from the Snake River to 2000 plus acres farmed to the south. An agreement to mine around this pipe, to even consider driving over this pipe with huge loads of aggregate, the permission has not been obtained from this farm. The farm was only notified of this a day before our last Planning and Zoning meeting. I'm not sure if they're here today, if they are I'm sure they will have more to add to this. Because of this, this location should not qualify for the Goal 5 inventory and we are asking this group to deny this petition. Thank you so much.

Mr. Evans asked for further opponent testimony; there was none.

Mr. Evans asked for rebuttal from the applicant.

Darren Lee: I don't know where this 54 acres deal came from. If you look at that map that's 300 acres. I think it came from part of the legal description

Commissioner Hodge: Is this 300?

Darren Lee: Is the actual, pretty much all the way around minus a 40 that's the government, the BLM pit

Commissioner Hodge: The BLM pit

Darren Lee: Right. So I think what it was, was when the description was made, the legal description, there's 54 that's outside

Mr. Evans: I can shine light on that. I think it came from my office. I think Tatiana looked at, you submitted with your operations plan a map and think she just gave Don what you had submitted

Multiple talking

Commissioner Hodge: And Darren, that's 300 acres is this

Darren Lee: Correct

Commissioner Hodge: Not any of this

Darren Lee: No none of that. Basically, that map is just to show the aggregate activity that's occurred in that area.

Commissioner Hodge: Up above that

Darren Lee: Yeah

Mr. Evans: You can see it right there as well, so, it's a big parcel. It's all of this, it includes this old pit here and all of this here

Commissioner Hodge: What's that line right in the middle, to the left

Commissioner Jacobs: The double line

Commissioner Hodge: The double line. Is that a road?

Mr. Evans: That's the canal, this is the canal and it deadends here and this is where the irrigation pipe comes

Judge Joyce: That's where the pipeline is?

Darren Lee: Yeah, Skyline Farms

Commissioner Hodge: Darren is there, how much of that land is yours?

Darren Lee: Minus the 40, it would be all of this ground here.

Commissioner Hodge: Okay, now is there any water rights to that at all?

Darren Lee: There is zero and it's considered rangeland and has not been farmed in a long time because it's not productive

Commissioner Hodge: Well I was gonna say, are they calling that Class I and II ag land?

Mr. Evans: It's not actually Class; it's unclassified rangeland

Commissioner Hodge: Because of what, in these pictures, what the test pits look like, I mean that's not going to be considered Class I or II

Mr. Lee: Exactly, that's what it's not been farmed. I mean Dallas Head owns 1200 acres around there and he's not farmed that because it's not productive ground and it doesn't have any water right.

Commissioner Jacobs: Well if there was 12 feet of overburden of topsoil on it though it could be Class

Mr. Lee: There's not. If you look at those pictures

Commissioner Hodge: If you look at this picture Ron it shows

Darren Lee: And the tops of those hills are basically gravel right on top

Commissioner Hodge: It shows old state pit gravel 30 plus foot deep, well there might be a little, there isn't very much Class I soil on that, that I can see. But my question originally to you was, and Eric took that photo down, but we're talking this area right here, none of this

Darren Lee: It would be this area right here

Commissioner Hodge: And it looks like there's a residence right there

Darren Lee: There is a residence right there

Commissioner Hodge: And then one right there

Darren Lee: And one right there, and I agreed to a 350-foot offset from my property line to any housing area

Commissioner Hodge: Okay

Mr. Evans: You'll be able to see it outlined in green here in a second; the only thing it excludes is that tax lot 500 that you'll see, that tax lot 500 I think that's a nonfarm partition maybe

Darren Lee: It's that 40 acres they carved out for a government and I think it was used as a BLM pit

Mr. Evans: Okay, that's right, that's what it is

Darren Lee: That's why it's mined out up there

Commissioner Hodge: It's called mined out, so they haven't been in there getting anything out of there?

Darren Lee: They dump their garbage in there, they're concrete waste

Commissioner Jacobs: The federal government does?

Darren Lee: I don't know, somebody's dumped stuff in there

Commissioner Hodge: Really. Have you

Darren Lee: I don't, it's not our property so it is what it is, I'm not going to chase the federal government around

Commissioner Hodge: But they haven't been taking any gravel out of it?

Darren Lee: Not that I'm aware of, I think they've mined pretty much all this, because all of that area on the top is gravel right at the surface, so

Commissioner Hodge: Have you got any idea when the last time they took any gravel out of there?

Darren Lee: When they did? No, not a clue.

Commissioner Hodge: None that you've seen lately?

Darren Lee: No. I think one of the local's testimony said that they did see they were going up there the last year but I don't know whether they were mining anything or not.

Commissioner Hodge: Okay, to get to that pit there must be some type of bridge over that canal?

Darren Lee: Yes there is and then it goes down to Jasmine

Commissioner Hodge: Okay

Darren Lee: So they've been utilizing Jasmine to haul gravel out of there as well as the State pit

Commissioner Hodge: The State pit?

Darren Lee: So there's this weird looking

Commissioner Hodge: The old State pit, is that what it's called?

Darren Lee: Right. So what happened was, the Heads deeded that to the State for a use and if they didn't use it within a certain allotted time period, I think it was 10 years, that it went back to the Heads and it reverted back to the Heads.

Commissioner Hodge: So it's reverted back to the Heads?

Darren Lee: At this present time yes. So part of that Goal 5 inventory was at least 500,000 tons of material and I had Petra Drilling and Blasting do an analysis on that and they came up with at a minimum 2.5 million cubic yards. They are probably the premier I would say quantity take off people in the west, I was very fortunate to get them. I originally had Atlas to do that and they had told me where to dig the test pits and then Petra became available and I would rather use them because I really do want to know how much is there, so I used them. They do everything in California and up the coast for big concrete plants and stuff that have sharp pencils and they need to know (inaudible)

Commissioner Hodge: So did they come out and look at the property?

Darren Lee: No, this is COVID times, so what I did was I dropped tapes down into the holes and sent it to them, that's how everything's done in 2021 now, nobody shows up for anything. Now Atlas did go out and actually take their own samples for the quality analysis, which is in the

Commissioner Hodge: So they did the test holes

Darren Lee: No. They told me where to dig the test holes

Commissioner Hodge: Okay and you dug

Darren Lee: And then I was able to procure Petra to be able to get the quantity takeoffs

Commissioner Hodge: Okay.

Darren Lee: Which far exceeds the requirement for Goal 5, I think they are close to 2.5 million yards and I think that's conservative with what gravels up there

Commissioner Hodge: They considering that on the 300 acres?

Darren Lee: Yes. If you look at those test holes it's kind of random, they're kind of all over the place

Commissioner Hodge: Yeah

Darren Lee: And then again on the top, like I said there's no reason to dig a test hole in a cake, you can see the gravel on the top of the hills

Commissioner Hodge: So you mentioned the top several times, so what kind of elevation difference from the top to down near the farm ground?

Darren Lee: That's a good question, I would say

Commissioner Hodge: Couple of hundred of feet?

Darren Lee: No no, it's probably only 150 to the top of the hill from down in the valley

Commissioner Hodge: Okay, elevation wise

Darren Lee: Yeah. Maybe 75 feet, 100 feet, I'd guess at the very most.

Mr. Evans: I'd say that's probably pretty close.

Darren Lee: Talking about not having this as a pit, then I'm kind of disturbed that the government can mine the heck out of that area and I'm not allowed to. You've got a BLM organization up there that mines gravel out of there and has mined gravel in the past as well as used Jasmine Road, which I agreed not to use for hauling purposes. And then you've got a State pit that is allowed to mine gravel out of there, and over time the Heads and ourselves have mined a lot of gravel out of there for, everything that's under Jasmine, the Powerline Road, all of Annex, all the area, all that subbase was brought out of that pit. And now all of a sudden, it's not acceptable to the neighbors around there. And you see the gravel activity around there. The Hastings complain about loosing their access to their organic farms, they literally have a pit that's active about 100 feet from their property line. And I am way far away from

Commissioner Hodge: Okay I want to make sure I'm hearing this right. The old State pit has reverted back so there's nobody bring gravel out of that old State pit?

Darren Lee: Not now, but they did.

Commissioner Hodge: But they did.

Darren Lee: Correct.

Commissioner Hodge: But it's reverted back to the owner.

Darren Lee: Correct, but it was gravel activity and there had to be some permitting process to make that happen, you would assume.

Commissioner Hodge: I was going to say, you don't know

Mr. Evans: For a minimal, a lot of the times with, if the homeowners using it they don't necessarily have to get all the permits

Commissioner Hodge: Did they clean it up at all when they left it

Multiple talking

Darren Lee: No they left the bank there, actually Dallas had the overburden pushed over so that it avoided safety issues

Commissioner Hodge: Okay

Darren Lee: So, I mean, and that's why I'm here is to keep with the times as Oregon, like I said, they've updated their laws and I want to make sure that I go through conditional use to be able to continue what we've been doing for the past 70 years up there.

Commissioner Hodge: Okay, thank you for the explanation.

Mr. Evans: So I do want to take a second and kind of talk a little bit about, so I don't have any findings done yet, they'll be done for this next hearing for this action but I will talk about what my findings will say, at least in regards to the PAPA. And I'll talk a little bit about that 54 acres. So this is actually Mr. Lee's operation plan he submitted. In it he drew this Phase I, Phase II and I think this is probably where our confusion came in in our office, I think we probably measured that and guessed that it was about 54 acres. So I think that's probably where, probably a mistake out of my office.

Commissioner Hodge: On Phase I or Phase II

Mr. Evans: Yeah, I think we just kind of guessed that it was 54 acres just based on their phases, it's going to change here in a second too

Commissioner Hodge: So what's this say

Mr. Evans: Operations and reclamation plan.

Multiple talking

Commissioner Hodge: In this Phase I, 12 foot berm, what does these three things say - future area I can see but I can't

Commissioner Jacobs: It says 12 foot berm

Mr. Evans: It says mined area, scale house, and stockpiles

Commissioner Hodge: Okay thank you

Commissioner Jacobs: I have a question for Mr. Lee. The 12 foot berm, isn't that top soil?

Darren Lee: It would be overburden material, yeah

Mr. Evans: So as part of the hearing and all the information that was presented, this is a letter that was provided from Petra Drilling and although he's requesting that, the Planning Commission came to the conclusion that he's requesting for the whole 300 acres, this letter from Petra actually talks about borrow pit one, starts here, borrow pit one as detected, appendix a, 1000 feet, 1500 feet, is about 2.4 million tons, borrow pit two is also, I don't know where it went, but borrow pit two it actually talks about that and so it was their determination that, and this is a

Commissioner Hodge: So Darren all this stuff is going to be pit run?

Darren Lee: No. I have a crusher and a screen plant.

Commissioner Hodge: Oh you do

Darren Lee: Yeah. As a matter of fact, my number product is probably road mix. We have nothing. Payette is shut down. We've got nothing for gravel in our area.

Commissioner Hodge: And where's your plant at? Is it on the property?

Darren Lee: It's on the adjacent pit over on DeHaven's property and I opened that one up about 12 years ago. And I'm getting to the point where I'm about 35 feet of overburden; it's just not cost productive anymore and I don't want to tear up the whole neighborhood.

Commissioner Hodge: So would you move that, would you move your plant out there?

Darren Lee: Move the operation over there, yes

Judge Joyce: When you say DeHaven, is that Claire?

Darren Lee: Doug DeHaven now. It used to be Dick. He's literally right across the draw.

Mr. Evans: So as you can see, this is, according to that letter from Petra and the way that the Planning Commission decided, the letter from Petra is the green and red areas, and they believe that, according to how this reads that there's information about the quantity of gravel in the green and red areas but there's not adequate information for quantity on the entire 300 acres, therefore, they felt that they didn't have enough information to approve the application, because there's not quality and quantity. We also had discussions about location, and I'll give you guys and maybe Mr. Lee's gave this to you too, this an email that Mr. Lee submitted, he submitted this to me in an email, and that's the description, and that describes, that's just on his deed, Dallas Head's deed, that describes the entire 300 acres, right?

Darren Lee: The 300 in question, yes, not the farm ground.

Mr. Evans: Okay.

Darren Lee: Because the other deed includes the farm ground because it's the 640

Mr. Evans: Okay. Do you guys have any questions for staff or anybody else?

Commissioner Hodge: Well my question I asked a while ago – there's no water rights on any of this?

Darren Lee: No.

Commissioner Hodge: The elevation you explained, maybe a 100 foot drop if that much.

Mr. Evans: And again, remember you guys can go and come up with new questions, because

Judge Joyce: We're having another hearing

Mr. Evans: We're having another hearing, we're not making a decision today

Judge Joyce: Right, obviously

Commissioner Hodge: In your current

Darren Lee: Operation is there

Commissioner Hodge: And its set, your crusher's set up there and everything

Darren Lee: Correct

Commissioner Hodge: And so where would you put the crusher, do you know, if you move it from there over to, have you got an idea where you'd put it?

Darren Lee: There actually was a change because there was legitimate questions about safety, using Jasmine Road, it's not a road that's up to code

Commissioner Hodge: And you said you wouldn't use it

Darren Lee: And I said I would not use that for my haul trucks. Now they've got it set up to where I'm a leper and I can't even use it as a citizen and I don't agree with that. If I want to drive my truck, my pickup truck up to Jasmine Road I think I should have the right to do that, I pay taxes on the roads, but as far as haul trucks, I agreed that I would be able to put, in what used to be the old haul road, right off of here, I'm able to put a new road in that will be adequate for trucks.

Commissioner Hodge: So how far, what would be the distance of the haul road? Approximately.

Darren Lee: I haven't measured it.

Commissioner Hodge: I mean

Darren Lee: It would come up the draw and then come across and I planned on then utilizing this area over here as my Phase I area because originally I was going to come out of the old pit and onto Jasmine

Commissioner Hodge: Out of the old State pit you mean

Darren Lee: Right, because it's already been mined out, it gives me a flat area to set up scales and work

Multiple talking

Mr. Evans: One thing that I'll interject a little bit is that really today we're talking about just location, quality and quantity, so access and all those things are part of the conditional use permit that the Planning Commission denied. So if we stay on just location, quality and quantity it just makes it a little easier for us.

Commissioner Jacobs: Well, I had a couple of questions

Mr. Evans: And it's fine, I mean you guys are the ones that dictate what the questions are but I just want to remind you guys that

Commissioner Hodge: Well I'd still like to kind of have an idea how far that road, you know, if that road's five miles, three miles, it must be

Darren Lee: The haul road?

Commissioner Hodge: Yeah

Darren Lee: We're talking in feet. I think it's only like 1500 feet from there to there

Commissioner Hodge: Okay

Darren Lee: So not excessive at all

Commissioner Jacobs: Have you had any correspondence with Ontario Farms and crossing their pipeline?

Darren Lee: No I haven't. I mean it's an easement just like the powerlines, you've got to stay out of them.

Mr. Evans: They did testify at the last hearing.

Commissioner Jacobs: The other thing is, there was mention of groundwater, there was some groundwater that was

Commissioner Hodge: Like 12 foot or 15 foot

Commissioner Jacobs: Did you find any groundwater in your test holes?

Darren Lee: In one test hole at the very bottom, but I also did this in the early Spring, is I got about a foot of water after about two days I came back and there was about a foot of water in there. But that was at the very bottom of the draw on this area right over here; that was the only water that I got on that. Its got that hard caliche overburden and then if it doesn't all of the water runs into the gravel anyways, so you'd have to have 50-acre feet of water to make that wet.

Commissioner Jacobs: Okay.

Mr. Evans: Nothing else? It's up to you to close the hearing then Judge.

Judge Joyce: Well if there's no more comments or questions, we'll actually close it until the next one.

Mr. Evans: Right, close it until the next one, August 11th at 10:00.

Judge Joyce: Okay, that's it.

AMENDMENT TO SUB-AGREEMENT WITH MCOA

Commissioner Jacobs moved to approve First Amendment to Sub-Agreement with Malheur Council on Aging and Community Services (MCOA&CS) for General Public Transit Service Pursuant to State Agreement Number 33428, 5311 – Capital, Operating, Planning Recorded with the Malheur County Clerk as Instrument Number 2019-2101. Commissioner Hodge seconded and the motion passed unanimously.

The meeting recessed for lunch.

EXECUTIVE SESSION

Executive Session was called in accordance with ORS 192.660(2)(a) - Employment of Public Officers, Employees and Agents, with Judge Joyce presiding and Commissioner Hodge and Commissioner Jacobs present. Also present was Road Supervisor Dave Tiffany, Administrative Officer Lorinda DuBois and Amanda Zander. No decisions were made during the session.

WEED INSPECTOR

Commissioner Jacobs moved to authorize Ms. DuBois to make an employment offer for the Weed Inspector position to the number one candidate. Commissioner Hodge seconded and the motion passed unanimously.

COURT ADJOURNMENT

Judge Joyce adjourned the meeting.

MALHEUR COUNTY COURT MINUTES

August 8, 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. Staff present was Administrative Officer Lorinda DuBois. Members of the media, public and staff were present electronically. Notice of the meeting was emailed to the Argus Observer, Malheur Enterprise and those persons who have requested notice, and posted on the Courthouse bulletin board. The meeting was audio recorded. The agenda is recorded as instrument # [2021-4105](#)

COURT MINUTES

Commissioner Hodge moved to approve Court Minutes of July 28, 2021 as written. Commissioner Jacobs seconded and the motion passed unanimously.

SUB-GRANTS WITH VALLEY FAMILY HEALTH CARE AND SNAKE RIVER PEDIATRICS

Commissioner Jacobs moved to approve Sub-Grant with Valley Family Health Care, Inc for CARES Act/CoronaVirus Relief Funds Pursuant to State of Oregon Grant Agreement Grant No. 2623; and Sub-Grant with Snake River Pediatrics PC, for CARES Act/CoronaVirus Relief Funds Pursuant to State of Oregon Grant Agreement Grant No. 2623. Commissioner Hodge seconded and the motion passed unanimously. Valley Family Health Care and Snake River Pediatrics will market, promote and encourage the COVID-19 vaccination and provide a culturally responsive, low-barrier access to COVID-19 vaccination, with a special emphasis on populations experiencing vaccine inequality or reduced vaccination rates; incentives for those receiving the vaccination may be made, such as gift cards with a value of \$25 or less. See instrument # [2021-4103](#) and [2021-4104](#)

JUVENILE CRIME PREVENTION IGA - OREGON YOUTH AUTHORITY AND YOUTH DEVELOPMENT DIVISION

Commissioner Jacobs moved to approve State of Oregon Intergovernmental Agreement Juvenile Crime Prevention (JCP) Basic Services Agreement #14687 with Oregon Youth Authority; and State of Oregon Grant Agreement No. 15682 with Oregon Department of Education, Youth Development Division for High-Risk Juvenile Crime Prevention Services. Commissioner Hodge seconded and the motion passed unanimously. Funding for the 2021-2023 biennium shall not exceed \$93,468 for the Oregon Youth Authority IGA; and \$63,000 for the Youth Development Division IGA. Copies of the IGAs will be returned for recording

ORDER DESIGNATING NEWSPAPER - 2021 TAX FORECLOSURE

Commissioner Hodge moved to approve Order No. GO-06-21: In the Matter of the Designation of a Newspaper for the Publication of the 2021 Malheur County Tax Foreclosure List. Commissioner Jacobs seconded and the motion passed unanimously. The Argus Observer will be the newspaper of designation for the 2021 tax foreclosure. See instrument # [2021-4106](#)

HEAT STRESS PREVENTION POLICY

Commissioner Hodge moved to approve Heat Stress Prevention Temporary Policy. Commissioner Jacobs seconded and the motion passed unanimously. OSHA adopted temporary rules to address employee exposure to high ambient temperatures. Reasonable measures will be taken to protect employees from heat illnesses in compliance with the OSHA rules specific to the hazards of high and extreme heat. See instrument # [2021-4102](#)

EOCA MEETING UPDATE

Judge Joyce briefly gave the Court members an update from the recent Eastern Oregon Counties Alliance (EOCA) meeting; EOCA will be authoring letters relating to the River Democracy Act and face coverings in schools.

PUBLIC HEARING - ORDINANCE NO. 228

Present for the second public hearing to consider proposed Ordinance No. 228: An Ordinance for a Post Acknowledgement Plan Amendment (PAPA) to include a portion of tax lot 3200 Map 16S47E of the Malheur County Assessor's Office as a significant aggregate site to Malheur County's Comprehensive Plan, Goal 5, Mineral and Aggregate Inventory were: Planner Eric Evans, Michael Hastings, and Dinah Lord. Present electronically were Mandi Hastings, Patty Dickinson, and Bill Downing. Notice of the hearing was published in the Argus Observer. The applicant is Darren Lee; Property Owner is Dallas Head. Planning Department File No. 2021-03-010.

Judge Joyce opened the hearing; asked that those testifying state their name and address for the record; and announced that the applicant would be allotted 10 minutes for his initial presentation and 5 minutes for rebuttal; and proponents/opponents would be allotted 3 minutes for testimony; and that all testimony and questions should be directed to or through the Judge – not directed to staff or witnesses.

Judge Joyce asked for any abstentions or conflicts of interest from the members of the Court and for any disclosure of bias or ex parte communications or site visits; Judge Joyce stated he had attempted to make a site visit but was unable to locate the property.

Judge Joyce asked for any objections to any members of the County Court hearing the matter; there were none. Judge Joyce asked if there were any challenges to the County Court's jurisdiction to hear the matter; there were none.

Judge Joyce stated: Oregon land use law requires several items to be read into the record at the beginning of this hearing. I will now read those items. The applicable substantive criteria upon which the application will be decided are found in Oregon state laws and rules as well as local code provisions which are specifically set out in the Staff Report and include OAR 660 Division 23 Section 3. Testimony, arguments, and evidence presented must be directed toward these approval criteria or other criteria in state law, the Malheur County Comprehensive Plan or the Malheur County Code that the speaker believes to apply to the decision. Failure for anyone to raise an issue accompanied by statements or evidence sufficient to afford the decision makers and

the parties the opportunity to respond to the issue will preclude appeal to LUBA on that issue. An issue that may be the basis of an appeal must be raised no later than the close of the record; such issues must be raised and accompanied by statements of evidence sufficient to afford the decision makers and the parties an adequate opportunity to respond to each issue. The failure of the applicant to raise constitutional or other issues relating to the proposed conditions of approval with sufficient specificity to allow the decision makers to respond to the issue precludes an appeal or an action for damages to Circuit Court.

Order of proceedings: The applicant will be allotted up to 10 minutes for initial applicant presentation; the applicant may also present up to 5 minutes for final rebuttal. All others will be given 3 minutes each. Staff Report by the County. Applicant 10 minutes. Testimony in favor. Testimony in opposition. Staff comments. Applicant rebuttal 5 minutes. Close the hearing - No public testimony can be heard after this point; if a continuance is requested or a request to leave the record open it must be granted. County staff recommends a continuance rather than leaving the record open. And we shall deliberate when it's closed.

Judge Joyce turned the hearing over to Planning Director Eric Evans. Mr. Evans explained that those present electronically could mute/unmute by pressing *6 and asked for roll call of who was present telephonically.

The Applicant, Darren Lee, was not present electronically or in-person.

Mr. Evans: I don't really have a new Staff Report, it would be the same as last time.

Judge Joyce: Okay, that's fine, so it's in the record in other words.

Mr. Evans: It's in the record. And we are working on, well I can go over some of this new stuff, we are working on the findings for the Planning Commission. So I did present you with a paper from our County Surveyor that actually defines what that legal description that Darren provided to us on July 28th, and so if you'll notice there is kind of an orange box to the northern, it kind of goes through where it says Buckhorn Road, that actually is what's defined, that very last sentence, where it says SE ¼ of the NE ¼ of Section 7. So that's what that's defined as. Tom did say, the Surveyor did say that he could probably call that a scrivener's error and instead of SE ¼ of the NE ¼ he thinks that it should say SE ¼ of the SE ¼ is what it should be. It is incorrect in that legal description but he didn't think that it was a huge deal. That's all I have.

Judge Joyce asked for testimony in favor of the application; there was none.

Judge Joyce asked for testimony in opposition.

Mike Hastings: 464 and 470 Jasmine Road. First of all, I just wanted to thank Eric and the Commission and everybody, Tatiana, everybody that's been involved with this for five months, it's been a huge learning experience and I know that it probably was a little overwhelming, you know, it gets emotional sometimes, and so I just wanted to thank Eric, especially and everybody involved. The main thing that I wanted to talk about real quick is we were talking about these inadequacies of identifying location, quantity, and quality, and one thing that's never been discussed is that the landowner himself, Dallas Head, as far as I know, unless I'm mistaken, the only thing that we have from him is his signature on the conditional use permit, it's his signature and a date; that signature to my understanding hasn't been notarized, I've never seen any kind of a power of attorney, never seen a memo, he literally hasn't even testified in favor of this project that is taking place on his land. I mean, there's been no legal representation, nothing. I really find that strikes at the heart of location right out of the gate; it is his land we're discussing rezoning however many acres it ended up being, I was confused, you know, it's changed throughout the course, but we're literally talking about changing the zoning of an individual's land and all that we have is a single signature with no notary. So that was really just the final thing that I wanted to bring up and just depart from. The project really just seems like just a bad idea across the board and I have huge concerns about my water. I know without a doubt, when we bought our property we spent a lot of money with engineers to come out, we dug test holes, we know, we did soil samples on our property and we are downstream directly downstream of where he wants to dig and our water is 15, between 15 and 40 feet deep and that gravel, the water travels through the gravel that he wants to expose. So that's just kind of my final thing, again thank you for everything.

Dinah Lord: My husband and I live at 458 Jasmine Road. Just a quick, short little testimony today, thank you your honor, thank you commission members. The Goal 5 rule allows for protection of large significant aggregate sites. Protection means that the local comprehensive plan and code supports long-term mining operations on a site. The protection was not considered during a 1978 comprehensive plan and such, today's proposal and testimony to add this site cannot be mitigated in any way as additional residential and business development has occurred after the 1978 comprehensive plan. Goal 5 protection is achieved by placing conditions on new residential and business development that occurs near an aggregate mining site. Those conditions specify that new residential and business development except mining operations, it doesn't state that present landowners and businesses have to accept a new mining development. That comes to the heart of the matter. A lot of these homes were constructed prior to 1961 and new development has been allowed. So Goal 5 cannot be, the location of Goal 5 in this area cannot be mitigated. I thank the Commission and your honor and the members for hearing our testimony today.

Patty Dickinson: 5120 Power Road. I just want to repeat just a small little paragraph of what I've said before. We have two wells that run simultaneously and with Darren even attempting to go through with this application it's going to jeopardize and I'm not going to allow that so I would like the board to strongly look at the homeowners. I will be right next door to his operation. I can't afford to have that water taken away from me so again, I've repeated this before and I thank you as a board for letting us all speak. Thank you.

The Applicant was not present so no rebuttal testimony was given.

Judge Joyce asked for Staff comments.

Eric Evans: I guess the one thing that I would say, after hearing, I think this is number five, hearing number five for me, I think a lot of it really kind of boils down to an email that I sent to Darren in March, so him and I's first contact was in November and we kind of went kind of back and forth about what he needed to provide. I sent him an email on March 22nd and I'll kind of read and

summarize it, it says, Darren I am concerned that your application does not contain sufficient information in regards to Malheur County Code. The application is pretty sparse on information but it does have an answer in each of those sections and therefore I'll deem it complete. Honestly, I'm concerned the Planning Commission might deny it based on not having enough information. And then I explained to him that you'll have to wait six months before you can reapply pursuant to County Code but if that's your desire then let's do it is my email. I think that Planning Commission has found that the applicant didn't meet its burden. I mean, that's what I thought on the application when I first received it and my recommendation to you guys would be to follow the recommendation of the Planning Commission.

Commissioner Jacobs: Did he respond to that email?

Eric Evans: No, I can double-check that, let me double-check that. I think there was a response but I don't think it was directed towards the email I think it was, let me see,

Commissioner Jacobs: I was just curious if at that time he just wanted to move forward like you gave him the option of doing.

Eric Evans: So he did say he'd defer to me on that and so at that point in time is when he actually provided the operations plan, after that point.

Commissioner Jacobs: Which was still insufficient?

Eric Evans: Yeah, I mean I don't think it provided still all of the information we needed.

Judge Joyce: And that's why the Planning Commission made the decision that they made – correct?

Eric Evans: Correct.

Judge Joyce asked for further comments before closing the hearing; there was none.

Judge Joyce: At this time with no other testimony we will close this public hearing and then go into deliberation.

Mr. Evans explained that he recommended the Court make a tentative decision and allow for Staff to draft findings and an order.

County Counsel explained that the Court could take the matter under advisement, deliberate and decide later. Or, the Court could make a tentative decision today and provide Staff with direction on what they needed to prepare.

Commissioner Hodge moved to tentatively uphold the recommendation of the Planning Commission to not add the site to the County's Goal 5 Mineral and Aggregate Inventory. Commissioner Jacobs seconded and the motion passed unanimously.

Findings and an Order will be prepared for the Court's approval at a later date.

COURT ADJOURNMENT

Judge Joyce adjourned the meeting.