

**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, SEPTEMBER 14, 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 \_\_\_\_ Riley Hill \_\_\_\_

**2) PLEDGE OF ALLEGIANCE**

This Agenda was posted on September 10, 2021. Copies of the Agenda are available from the City Hall Customer Service Counter and on the city's website at [www.ontariooregon.org](http://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) PRESENTATIONS**

A) Community Needs Assessment

**6) OLD BUSINESS**

A) Appointment to Vacant City Council Seat  
B) Council Appointment: DAC Liaison and Audit Committee Member

**7) NEW BUSINESS**

A) Proposed Improvements for Street Lights, Sewer Line Flow Pacing, and Water Treatment Plant Pump and Motor Controls - Ameresco  
B) Appoint Councilor to Ontario Rural Fire Protection District Negotiating Team  
C) Contract Award: To CK3, LLC for Engineering Design of Water and Sewer Line Extensions to Support Airport Economic Development

**8) PUBLIC HEARING**

A) Ordinance #2793-2021 - Planning Action 2021-03-13AZ: A Request by Paul and Stacey Gehrman for the Annexation and Rezone of Property from Urban Growth Area Residential (UGA-R) to City Single Family Residential (RS-50) to Allow Connection to City Services, and Withdrawing Said Territory from the Ontario Rural Fire Protection District #7-302, and the Ontario Rural Road Assessment District No. 3

**9) DEPARTMENT HEAD UPDATES**

A) Fire & Rescue: Quarterly Report

**10) DISCUSSION ITEMS**

A) Economic Impact Study for Additional Bridge into Idaho  
B) Housing Incentive Program

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

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

**11) HAND-OUTS**

- A) Monthly Department Stats:  
Fire & Rescue August 2021  
Public Works August 2021  
Police August 2021
- B) Minutes:  
County Court 08-18-2021; 09-01-2021  
Public Works Committee 06-08-2021
- C) SREDA:  
Agenda 09-07-2021  
Report 09-07-2021  
Snapshot

**12) CORRESPONDENCE, COMMENTS AND EX-OFFICIO REPORTS**

**13) ADJOURN**



# Evaluación de las Necesidades en la Comunidad

De vez en cuando, Community in Action evalúa las necesidades de las personas y familias de ingresos bajos y moderados dentro de sus áreas de servicio mediante la creación de una encuesta para determinar las necesidades, identificar las brechas en los servicios y planificar la financiación futura. Por favor, tómese un momento para completar la encuesta para que su aportación pueda ser utilizada. La encuesta solo tardará unos cinco minutos en completarse. Gracias.

Los condados de Harney y Malheur incluyen pequeñas comunidades que generalmente carecen de la capacidad de competir con áreas más grandes del estado por financiamiento y oportunidades de empleo a escalas mayores. Posteriormente, las comunidades tienden a tener tasas de pobreza más altas entre adultos y niños y una alta demanda de servicios diseñados para ayudar a las personas de ingresos bajos y moderados a satisfacer sus necesidades básicas. El condado de Malheur incluye el 25.8% de su población menor de 18 años que vive en la pobreza y el 11.6% de los mayores de 65 años que viven en la pobreza. El condado de Harney incluye el 11.19% de los hombres y el 9.86% de las mujeres que viven en la pobreza, además, hay 1412 personas de 0 a 17 años que viven en la pobreza en el condado de Harney.

Según el censo estadounidense, el condado de Harney es el condado más grande por masa de tierra y uno de los más pequeños en población que estima 7393 residentes en 2019, que es menos de una persona por milla cuadrada. La población ha cambiado ligeramente desde 2010 y el 24.9% de sus residentes son personas mayores de 65 años. La raza del condado de Harney se refleja como predominantemente Blanca con una pequeña población Hispana y Nativa Americana incluida. Los extranjeros nacidos en estas comunidades representan el 1.3% de la población. La vivienda ocupada por el propietario se refleja en 72.2% con un alquiler bruto promedio reportado de \$ 648.00 por mes, que es más alto por \$121 desde la última encuesta en 2017. El ingreso familiar promedio se reporta en \$40,735 en comparación con el promedio estatal de \$52,843.

Según el censo estadounidense, el condado de Malheur es el segundo condado más grande por masa de la tierra y también uno de los más pequeños en población incluyendo la población estimada en 31,316 residentes, que es un poco más de 3 personas por milla cuadrada. La población ha cambiado ligeramente desde 2010. El 16.8% de sus residentes son personas mayores de 65 años. La raza del condado de Malheur refleja 60.1% Blancos y 34.6% Hispanos o Latinos. Los extranjeros nacidos en estas comunidades representan el 9.5% de la población. Las viviendas ocupadas por el propietario refleja el 58.3% con un alquiler bruto promedio reportado de \$688 por mes, que es \$84 más alto que la última encuesta. El ingreso familiar promedio se reporta en \$43,313 (casi \$8,000 más alto que en 2017) en comparación con el promedio estatal de \$62,843.

La información recopilada de esta encuesta ayudará a definir la planificación estratégica futura de Community in Action y ayudará a evaluar las relaciones con los subreceptores. Los resultados se utilizarán para crear informes públicos a los que se podrá acceder en el sitio web en [www.communityinaction.info](http://www.communityinaction.info).

# Evaluación de las necesidades en la Comunidad

\* Requerido

Encuesta de evaluación de las necesidades en la comunidad de 2021

¿Dónde vives? \*

- ☐ Condado de Harney
- ☐ Condado de Malheur
- ☐ Otro

Por favor, marque la opción que mejor le representa. \*

- ☐ Funcionario electo local
- ☐ Gobierno de La Ciudad
- ☐ Personal del Programa Conectado con el Estado
- ☐ Personal del Programa Conectado a Una Organización Sin Fines de Lucro
- ☐ Miembro de la Comunidad
- ☐ Cliente de Servicios con Community in Action
- ☐ Miembro de la Comunidad Educativa
- ☐ Director, Gerente, Personal de Una Entidad Pública
- ☐ Miembros de la Junta de Directivas Sin Fines de Lucro
- ☐ Propietario del Negocio
- ☐ Jóvenes Menores de 18 Años
- ☐ Otro

¿Cuál de los siguientes representa mejor su Herencia Racial o Étnica? \*

- ☐ Indio Americano o Nativo de Alaska
- ☐ Asiático
- ☐ Negro o Afroamericano
- ☐ Americano Europeo Blanco no hispano
- ☐ Latino o Hispano Americano
- ☐ Más de dos combinaciones Raciales
- ☐ Otro
- ☐ Elija no divulgar

Por favor, clasifique las siguientes necesidades de apoyo educativo para su comunidad.

|                                                                                        | No Importante            | Importante pero<br>no Presionando | Muy Importante           | Necesidad<br>Crítica     |
|----------------------------------------------------------------------------------------|--------------------------|-----------------------------------|--------------------------|--------------------------|
| Acceso a La Ayuda Financiera,<br>Incluyendo FAFSA                                      | <input type="checkbox"/> | <input type="checkbox"/>          | <input type="checkbox"/> | <input type="checkbox"/> |
| Acceso a GED u otras<br>necesidades de educación<br>secundaria                         | <input type="checkbox"/> | <input type="checkbox"/>          | <input type="checkbox"/> | <input type="checkbox"/> |
| Ayuda para pasar las clases de<br>preparatoria                                         | <input type="checkbox"/> | <input type="checkbox"/>          | <input type="checkbox"/> | <input type="checkbox"/> |
| Ayuda para conectarse a las<br>opciones de capacitación<br>laboral                     | <input type="checkbox"/> | <input type="checkbox"/>          | <input type="checkbox"/> | <input type="checkbox"/> |
| Ayuda para traducir programas<br>de capacitación a mi idioma                           | <input type="checkbox"/> | <input type="checkbox"/>          | <input type="checkbox"/> | <input type="checkbox"/> |
| Ayuda con viviendas<br>asequibles y alcanzables<br>mientras estoy en la<br>universidad | <input type="checkbox"/> | <input type="checkbox"/>          | <input type="checkbox"/> | <input type="checkbox"/> |

¿Cuál es el problema más crítico que se presta a las altas tasas de pobreza infantil en su comunidad? Marque una opción que represente la necesidad más alta. \*

- ☐ Falta de cuidado infantil asequible
- ☐ Falta de cuidado infantil de calidad
- ☐ Falta de conocimientos básicos de inglés o problemas de comunicación
- ☐ Falta de educación financiera y/o capacitación financiera
- ☐ Falta de empleos que paguen un salario digno
- ☐ Falta de redes sociales para las familias
- ☐ Falta de oportunidades de capacitación para los jóvenes

¿Qué tipos de activos de salud mental son más importantes en su comunidad?

¿Seleccione los tres primeros que crees que son los más importantes?

- ☐ Acceso a proveedores de salud mental
- ☐ Calidad de los programas de salud mental
- ☐ Clases y/o servicios diseñados para ayudar a los adultos
- ☐ Clases y/o servicios diseñados para ayudar a los jóvenes
- ☐ Programas de intervención dirigidos a los jóvenes
- ☐ Más información disponible sobre la prevención del suicidio
- ☐ Tener una opción en los proveedores de salud mental
- ☐ Necesidad de Centro de Tratamiento de Drogas y Alcohol

Por favor, clasifique las siguientes Necesidades de Apoyo al Empleo en su área. \*

|                                                       | No Importante            | Importante pero<br>no Presionando | Muy Importante           | Necesidad<br>Crítica     |
|-------------------------------------------------------|--------------------------|-----------------------------------|--------------------------|--------------------------|
| Trabajos De Salarios Más Altos                        | <input type="checkbox"/> | <input type="checkbox"/>          | <input type="checkbox"/> | <input type="checkbox"/> |
| Cuidado Infantil Antes Y Después De La Escuela        | <input type="checkbox"/> | <input type="checkbox"/>          | <input type="checkbox"/> | <input type="checkbox"/> |
| Educación O Información Sobre El Empleo De Refugiados | <input type="checkbox"/> | <input type="checkbox"/>          | <input type="checkbox"/> | <input type="checkbox"/> |
| Capacitación Laboral Para Adultos                     | <input type="checkbox"/> | <input type="checkbox"/>          | <input type="checkbox"/> | <input type="checkbox"/> |
| Oportunidades De Empleo Para Jóvenes                  | <input type="checkbox"/> | <input type="checkbox"/>          | <input type="checkbox"/> | <input type="checkbox"/> |
| Transporte                                            | <input type="checkbox"/> | <input type="checkbox"/>          | <input type="checkbox"/> | <input type="checkbox"/> |
| Encontrar Personal/Trabajadores Calificados           | <input type="checkbox"/> | <input type="checkbox"/>          | <input type="checkbox"/> | <input type="checkbox"/> |

Por favor, clasifique las siguientes necesidades en su área. \*

|                                       | No Importante            | Importante pero<br>no Presionando | Muy Importante           | Necesidad<br>Crítica     |
|---------------------------------------|--------------------------|-----------------------------------|--------------------------|--------------------------|
| Servicios de Atención Médica          | <input type="checkbox"/> | <input type="checkbox"/>          | <input type="checkbox"/> | <input type="checkbox"/> |
| Transporte Publica                    | <input type="checkbox"/> | <input type="checkbox"/>          | <input type="checkbox"/> | <input type="checkbox"/> |
| Reparación de Automóviles             | <input type="checkbox"/> | <input type="checkbox"/>          | <input type="checkbox"/> | <input type="checkbox"/> |
| Asistencia de Prescripción            | <input type="checkbox"/> | <input type="checkbox"/>          | <input type="checkbox"/> | <input type="checkbox"/> |
| Servicios Dentales                    | <input type="checkbox"/> | <input type="checkbox"/>          | <input type="checkbox"/> | <input type="checkbox"/> |
| Vivienda Alcanzable                   | <input type="checkbox"/> | <input type="checkbox"/>          | <input type="checkbox"/> | <input type="checkbox"/> |
| Tratamiento de Drogas y Alcohol       | <input type="checkbox"/> | <input type="checkbox"/>          | <input type="checkbox"/> | <input type="checkbox"/> |
| Servicios de Atención de Salud Mental | <input type="checkbox"/> | <input type="checkbox"/>          | <input type="checkbox"/> | <input type="checkbox"/> |
| Conocimiento de Vivienda Justa        | <input type="checkbox"/> | <input type="checkbox"/>          | <input type="checkbox"/> | <input type="checkbox"/> |
| Prevención de Crímenes                | <input type="checkbox"/> | <input type="checkbox"/>          | <input type="checkbox"/> | <input type="checkbox"/> |



Por favor, clasifique las siguientes necesidades de vivienda en su área.

|                                                                                                       | No Importante            | Importante pero<br>no Presionando | Muy Importante           | Necesidad<br>Crítica     |
|-------------------------------------------------------------------------------------------------------|--------------------------|-----------------------------------|--------------------------|--------------------------|
| Vivienda Segura y Asequible                                                                           | <input type="checkbox"/> | <input type="checkbox"/>          | <input type="checkbox"/> | <input type="checkbox"/> |
| Vivienda para Personas Mayores                                                                        | <input type="checkbox"/> | <input type="checkbox"/>          | <input type="checkbox"/> | <input type="checkbox"/> |
| Vivienda para Discapacitados                                                                          | <input type="checkbox"/> | <input type="checkbox"/>          | <input type="checkbox"/> | <input type="checkbox"/> |
| Programas de Reparación del Hogar                                                                     | <input type="checkbox"/> | <input type="checkbox"/>          | <input type="checkbox"/> | <input type="checkbox"/> |
| Programas de Asistencia Hipotecaria                                                                   | <input type="checkbox"/> | <input type="checkbox"/>          | <input type="checkbox"/> | <input type="checkbox"/> |
| Ayuda para Construir Riqueza y / o Bienes (asistencia para el pago inicial, cuentas de ahorros, etc.) | <input type="checkbox"/> | <input type="checkbox"/>          | <input type="checkbox"/> | <input type="checkbox"/> |
| Las personas Carecen de Historial de Alquiler                                                         | <input type="checkbox"/> | <input type="checkbox"/>          | <input type="checkbox"/> | <input type="checkbox"/> |
| Ayuda para Mejorar el Historial Negativo para Inquilinos                                              | <input type="checkbox"/> | <input type="checkbox"/>          | <input type="checkbox"/> | <input type="checkbox"/> |

¿Cuál de estos servicios crees que son los más críticos en tu comunidad? Marque los cuatro primeros que son más importantes. \*

- ☐ Asistencia de alquiler
- ☐ Alimentos de Emergencia
- ☐ Asistencia de Combustible/Ayuda Energética
- ☐ Refugio Temporal
- ☐ Atención Médica de Emergencia
- ☐ Protección Contra la Violencia Doméstica
- ☐ Asistencia hipotecaria
- ☐ Apoyo a las personas sin hogar
- ☐ Opciones de Calidad para Guarderías
- ☐ Vivienda que es Segura y Asequible

¿Qué tipos de servicios se necesitan para ayudar a los jóvenes a prosperar? Marque los tres primeros que son más importantes.

- ☐ Seguimiento de Trabajos, Capacitación y /o Programas de Experiencia Laboral
- ☐ Opciones de Vivienda para Jóvenes Fugitivos y /o Sin Hogar
- ☐ Opciones para Ayudar a Conectar a Los Jóvenes con la Educación Superior
- ☐ Servicios de Gestión para Casos ayudar a los jóvenes
- ☐ Programas para Ayudar a los Jóvenes Involucrados con el Sistema de Justicia Juvenil
- ☐ Programas para Evitar que los Jóvenes Participen en Actividades de Pandillas
- ☐ Otro

¿Cuál es el problema más crítico que crea las necesidades enumeradas en las preguntas de la encuesta anteriores? Compruebe el que es más importante. \*

- ☐ Desafíos lingüísticos o Inglés como Segundo Idioma
- ☐ Falta de Educación Básica
- ☐ Falta de educación superior
- ☐ Trabajos muy mal pagados
- ☐ Cuesta Demasiado para Rentar / Ser Dueño de Una Casa
- ☐ Falta de Servicios a los Vagabundos
- ☐ Vivienda no Está Disponible / Asequible

¿De qué recursos estás al tanto que pueden ayudarte a abordar las necesidades que identificaste en las categorías anteriores? Marque todo lo que se aplica.

- ☐ Department of Human Services
- ☐ Community in Action
- ☐ Treasure Valley Community College
- ☐ Four Rivers Healthy Community
- ☐ Project Dove
- ☐ Harney Hope
- ☐ Harney County Senior & Community Services Center
- ☐ Symmetry Care
- ☐ Lifeways Behavioral Health
- ☐ Four Rivers Health Care
- ☐ WorkSource Oregon
- ☐ Oregon Law Center
- ☐ Oregon Employment Department
- ☐ Training & Employment Consortium
- ☐ Compañías de Administración de Propiedades / Propietario
- ☐ Malheur Council on Aging & Community Services
- ☐ Harney Dial-A-Ride
- ☐ Housing Authority of Malheur and Harney County
- ☐ Treasure Valley Childrens Relief Nursery
- ☐ Boys & Girls Club of Western Treasure Valley
- ☐ Departamento de Salud
- ☐ Despensas Locales de Comida
- ☐ Kids Club of Harney County
- ☐ Housing Resource Center in Ontario
- ☐ Day Shelter Services at Origins
- ☐ Iglesias Locales

- ☐ Giggles & Grace Early Learning Center
- ☐ Sitio de comida para personas sin hogar

¿Qué no hemos preguntado que es importante para usted?

Su Respuesta

08-06-2021  
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: 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:

1. currently vacated seat 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)                                                                                                                                                                                                                                        |                                  |        |                 |
| <p>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.</p> |                                  |        |                 |
| What is the greatest challenge for the City of Ontario? (250 words or less)                                                                                                                                                                                                                                                            |                                  |        |                 |
| <p>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.</p> <p>Perhaps it is a challenge to commit to change, but we have to keep evolving to be relevant in the 21st century.</p>                                             |                                  |        |                 |
| Why do you want to be appointed to the Ontario City Council? (250 words or less)                                                                                                                                                                                                                                                       |                                  |        |                 |
| <p>I believe I have fresh ideas that can be used to create a better community.</p>                                                                                                                                                                                                                                                     |                                  |        |                 |



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

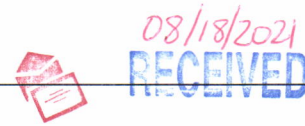
07/2013 - 09/2018 -- Grace Classical Academy, Laguna Niguel, CA -- Officer Admin.  
In this capacity, I wore many hats. I did all the admissions work, financial work, hospitality work, and admin work among other things. The school closed official August 5, 2017.

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*

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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>        |
| <small>Current Employer:</small> | <small>Position:</small>      | <small>Dates of Employment:</small> |

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)                                                                                                                                                                                               |                  |    |           |
| <p>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.</p>                                                                 |                  |    |           |
| What is the greatest challenge for the City of Ontario? (250 words or less)                                                                                                                                                                                                                   |                  |    |           |
| <p>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.</p> |                  |    |           |
| Why do you want to be appointed to the Ontario City Council? (250 words or less)                                                                                                                                                                                                              |                  |    |           |
| <p>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.</p>                                                                            |                  |    |           |

|                                                                                                                                                                                                                                                                                                                                                                                                        |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 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.<br>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

## 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

**received**  
**8/11/2021**

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: 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:

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

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)                                                                                                                                                                                                                                          |                          |  |  |
| <p>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.</p> |                          |  |  |
| What is the greatest challenge for the City of Ontario? (250 words or less)                                                                                                                                                                                                                                                              |                          |  |  |
| <p>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.</p>                                        |                          |  |  |
| Why do you want to be appointed to the Ontario City Council? (250 words or less)                                                                                                                                                                                                                                                         |                          |  |  |
| <p>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.</p>                                                                                                                                           |                          |  |  |

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





# 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.  
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)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                 |        |        |
| <p>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.</p> |                 |        |        |
| What is the greatest challenge for the City of Ontario? (250 words or less)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                 |        |        |
| <p>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.</p>                                                                                                                                                                                                   |                 |        |        |
| Why do you want to be appointed to the Ontario City Council? (250 words or less)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                 |        |        |
| <p>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.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                 |        |        |



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



## **Diversity Advisory Committee**

444 SW 4<sup>th</sup> Street | Ontario, OR 97914

Advocacy | Engagement

Social Justice | Collaboration

Ontario City Council  
444 SW 4<sup>th</sup> Street  
Ontario, OR 97914

September 10, 2021

Members of Council:

The Ontario Diversity Advisory Committee would like to make a recommendation to the city council on which candidate we believe is most appropriate for the open seat on the council. We believe that the next individual to join the city council should be creative, approachable, strong-willed, and overall have a vision for the future of Ontario. In addition, as adding diversity to the council is a priority, the next council member should increase the communities' feeling of inclusion and representation. After reviewing each of the candidates' personal statements given at the last meeting, the committee agreed that James Grissett holds all the qualities listed above and would be a fantastic addition to the city council.

Thank you for taking the time to read our recommendation, we appreciate your time!

Signed,

Julie Hernandez, Chair

Janet Komoto

Maria Romero

Billy Carter

Paul Cheney



**AGENDA REPORT  
OLD BUSINESS  
September 14, 2021**

To: Mayor and City Council

FROM:

THROUGH: Adam J. Brown, City Manager

**SUBJECT: COUNCIL APPOINTMENT: DAC LIAISON AND AUDIT COMMITTEE MEMBER**

DATE: September 9, 2021

---

**PROPOSED MOTION:**

**MAYORAL APPOINTEES TO COMMITTEES.**

**SUMMARY:**

**BACKGROUND:**

**CURRENT SITUATION:**

**ANALYSIS:**

- A. **STRATEGIC PLAN**
- B. **FINANCIAL**
- C. **TIMING**
- D. **POLICY/LEGAL**

**ALTERNATIVES:**

**RECOMMENDATION:**

Staff recommends

**ATTACHMENTS:**

None



**AGENDA REPORT  
NEW BUSINESS  
September 14, 2021**

To: Mayor and City Council

FROM: Paul Woods, City Engineer

THROUGH: Adam J. Brown, City Manager

SUBJECT: **PROPOSED IMPROVEMENTS FOR STREET LIGHTS, SEWER LINE FLOW PACING,  
AND WATER TREATMENT PLANT PUMP AND MOTOR CONTROLS - AMERESCO**

DATE: August 30, 2021

---

**PROPOSED MOTION:**

**I MOVE THE CITY COUNCIL APPROVE PAYMENT OF \$35,340 TO AMERESCO FOR THE ENERGY AUDIT FEE AND AUTHORIZE \$447,700 FOR THE DOWNTOWN DECORATIVE STREET LIGHT PROJECT; \$78,315 FOR SEWER FLOW PACE PUMPING IMPROVEMENTS; AND \$80,000 IN WATER TREATMENT PLANT ENGINEERING DESIGN FOR PUMPING AND MOTOR CONTROL IMPROVEMENTS AND AUTHORIZE THE MAYOR TO SIGN.**

**SUMMARY:**

The city entered into an Energy Saving Performance Contract with Ameresco in 2020 under a competitive selection process. Ameresco completed an energy audit of all city facilities and identified three projects that are appropriate for consideration at this time related to:

1. STREET LIGHTING
2. WATER TREATMENT PLANT PUMPING
- 3 SEWER LIFT STATION FLOW PACING

**BACKGROUND:**

The city selected and procured Ameresco (an energy services company, aka ESCO) in December 2019 through a competitive RFQ process to identify energy efficiency related improvements throughout the city. With guidance from city staff and Jacobs, Ameresco identified improvements at the Water Treatment Plant, the Wastewater Treatment Plant, sewer collection system, various city-owned buildings and sites, and the replacement of the decorative streetlighting on South Oregon Street and SW 1<sup>st</sup> Street. Ameresco has patiently waited with the City of Ontario through the pandemic, which greatly slowed this project.

### **CURRENT SITUATION:**

Ameresco completed the approved investment grade audit (energy audit) to identify a broad list of energy saving opportunities in early 2021. Over the past several months the city and Jacobs staff have worked with Ameresco to refine these energy efficiency measures (EEMs) based on the city's needs and priorities. After lengthy evaluation by the city, including presentation to the City Council, that list has been narrowed down to meet current strategic and budgetary objectives.

The street lighting project has been in the capital improvement program for the last two years. We have worked with vendors to hone in on an accurate price over that time period. While only a small piece of the decorative street lighting relates to energy savings, we believe using Ameresco to deliver the project makes sense given our current staffing capacities and sheer number of projects in progress.

One of the projects being addressed in the Ameresco proposal deals with the Water Treatment Plant by replacing aging pumping equipment, modernizing control systems, and adding system capacity and redundancy. This measure, which was initially developed by Jacobs, is currently in the concept phase and therefore would undergo full design and budgeting in Phase 1A, and then receive funding for execution in Phase 1B.

The city and Ameresco are now ready to move forward with design and implementation of said facility and infrastructure upgrades. The projects were presented to the public works committee and received unanimous support to recommend delivering the projects through the ESCO delivery option. We are asking the City Council for permission to move forward with final design and construction of Phase 1A of the Energy Services Project.

### **ANALYSIS:**

- A. **STRATEGIC PLAN** Ameresco's proposal addresses the city's Strategic Goals of beautification of the downtown city scape with ornate light poles and new luminaires to light the streets and sidewalks; as well as design/build improvements at the Water Treatment Plant to replace and modernize aging pumping equipment which will also add system capacity and redundancy. The ESCO project also implements flow pacing strategies at sewage lift stations to reduce pumping energy, and improves lighting and safety by replacing interior and exterior lighting at city-owned facilities. By partnering with Ameresco to perform these projects in direct coordination with the Jacobs team, the city reaps an additional benefit of extending the capacity of our Public Works Department, while minimizing financial risk through the guaranteed maximum (Gmax) ESCO pricing arrangement. The proposal would effectively implement projects with complex scopes and funding streams (three Enterprise Funds will be used in funding the projects while leveraging energy savings and utility rebates) to alleviate the

technical and financial challenges of construction for the city.

B. **FINANCIAL**

The City Manager is asking to move to the design and implementation phase of the project. Ameresco has completed the investment grade audit previously approved by City Council on April 2020 (\$35,340). Phase 1A of construction includes the guaranteed total cost of the interior/exterior lighting upgrades, decorative street lighting improvements, lift station flow placing improvements, and the fully developed design and budgeting package for the Water Treatment Plant upgrades.

The total cost of project phase 1A is \$631,093 which includes the audit fee (\$35,340). The guaranteed total cost of phase 1B will be determined in Phase 1A and implemented once approved and funded by the city.

Preliminary estimated project cost of the implementation of phase 1B is \$845,559, subject to change. From the collective scope of work, the City of Ontario is expected to save \$19,512/year (lighting and lift stations scope). The estimated utility incentive associated with the project is \$25,614 with the potential to increase.

Currently there is \$171,000 budgeted for the street lighting project, \$26,630 budgeted for the flow pacing, and the \$80,000 will be covered by the \$531,712 for the WTP pumps.

The City Manager will present funding alternatives at the council meeting for funding the general fund portion of the project. The water and wastewater funds will pay for their respective projects.

- C. **TIMING** Ameresco is ready to move forward with implementation upon approval from Public Works Committee and City Council. We believe Ameresco can deliver these projects more quickly under the ESCO rules of engagement than City or Jacobs staff could under our restrictions and regulations.

- D. **POLICY/LEGAL** Ameresco has been selected through the competitive bid to use Energy Saving Performance Contracting as a procurement vehicle to implement energy saving measures throughout the city.

**ALTERNATIVES:**

If the decision is made not to pursue the projects, the city will reimburse Ameresco the cost of conducting the energy audit.

**RECOMMENDATION:**

The city's Public Works Committee heard this matter on August 17 and their recommendation to the City Council was to approve all three projects. Staff concurs with this recommendation.



**ATTACHMENTS:**

1. 8851000 City of Ontario ESPC Agreement TEA and PDP Fully Executed

## ENERGY SAVINGS PERFORMANCE CONTRACT ("ESPC")

THIS **ENERGY SAVINGS PERFORMANCE CONTRACT** (the "ESPC" or "Contract") is between City of Ontario Oregon, and (the "Owner"), and:

|                 |                                |                   |                |
|-----------------|--------------------------------|-------------------|----------------|
| Company         | Ameresco, Inc                  | Contract #        | 8851000        |
| Address         | 9700 SW Capitol Hwy, Suite 110 | PCA Project/Phase | One            |
| City, State Zip | Portland, OR 97219             | Tax ID #          | 04-3512838     |
| Phone           | 503.290.1285                   | Date              | April 29, 2020 |

(the "ESCO" or "Consultant") (collectively Owner and Consultant are referred to as the "Parties"). This Contract is for all Services related to completion of the project more particularly described as follows (the "Project"):

The scope for this, phase one, project is at the city of Ontario, Oregon located at 444 SW 4th Street Ontario Oregon 97914 energy efficiency upgrades for lighting, water, select mechanical and electrical systems, process controls, and other related upgrades. This phase of the project includes the list of facilities below which have been identified by the City of Ontario.

|                                                                                                                                                                                                                                    |                                                                                                                                                                                                                                                                                                                                          |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <ul style="list-style-type: none"><li>• City Hall/City Hall Annex</li><li>• Fire Station</li><li>• Public Works</li><li>• Parks</li><li>• WWTP</li><li>• WTP</li><li>• Lift Stations</li><li>• Decorative Streetlighting</li></ul> | <ul style="list-style-type: none"><li>• Roadway Lighting (streetlights)</li><li>• Misc. Facilities for Lighting and/or Irrigation</li><li>• WWTP</li><li>• WTP</li><li>• Lift Stations</li><li>• Decorative Streetlighting</li><li>• Roadway Lighting (streetlights)</li><li>• Misc. Facilities for Lighting and/or Irrigation</li></ul> |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

The work to be performed under this contract shall commence as soon as the ESCO has been officially notified to proceed (the "Effective Date"). No Services shall be performed prior to the Effective Date. The Contract shall expire, unless otherwise terminated or extended, on April 28, 2022. The expiration or termination of the Contract shall not extinguish, prejudice, or limit either Party's right to enforce this Contract with respect to any default or defect in performance that has not been cured.

Generally, the Services to be performed by Consultant on the Project consist of the following (the "Services"):

- 1) PHASE 1, PART A: TECHNICAL ENERGY AUDIT ("Phase 1, Part A" or "Audit, Part A" or "TEA")
- 2) PHASE 1, PART B: PROJECT DEVELOPMENT PLAN ("Phase 1, Part B" or "Audit, Part B" or "PDP")
- 3) PHASE 2: CONSTRUCTION
- 4) PHASE 3: MEASUREMENT & VERIFICATION  
ENERGY SAVINGS GUARANTEE - Guarantee the Project's projected energy savings

The Services are more specifically described in Division 1, Section 3, which includes the delivery schedule for such Services. ESCO shall perform the Services in accordance with the terms and conditions of this Contract.

THIS CONTRACT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES ON THE SUBJECT MATTERS ADDRESSED HEREIN. THE TERMS OF THIS CONTRACT CANNOT BE WAIVED, ALTERED, MODIFIED,

SUPPLEMENTED OR AMENDED, IN ANY MANNER WHATSOEVER, EXCEPT BY WRITTEN INSTRUMENT SIGNED BY THE PARTIES AND CONTAINING ALL REQUIRED OWNER APPROVALS. ANY SUCH WAIVER, ALTERATION, MODIFICATION, SUPPLEMENTATION OR AMENDMENT SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, REGARDING THIS CONTRACT EXCEPT AS CONTAINED, INCORPORATED OR REFERENCED HEREIN. CONSULTANT, BY THE SIGNATURE BELOW OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT IT HAS READ THIS CONTRACT, UNDERSTANDS THIS CONTRACT, AND AGREES TO BE BOUND BY ALL OF THIS CONTRACT'S TERMS AND CONDITIONS. THIS CONTRACT, AND ANY AMENDMENTS TO IT, MAY BE EXECUTED IN COUNTERPARTS (EACH OF WHICH SHALL BE AN ORIGINAL AND ALL OF WHICH SHALL CONSTITUTE BUT ONE AND THE SAME INSTRUMENT) OR IN MULTIPLE ORIGINALS. A FAXED FORM OF THIS CONTRACT OR ANY AMENDMENT THERETO, EXECUTED BY ONE OR MORE OF THE PARTIES, WILL CONSTITUTE A COUNTERPART HEREOF, AS LONG AS THE COUNTERPART BEARING THE PARTY'S ORIGINAL SIGNATURE IS PROMPTLY TRANSMITTED TO THE OTHER PARTY AND RECEIVED BY THAT PARTY FORTHWITH.

Agreed To and Signed By:

ESCO:



Date: 4/30/2020

Signature

Ron Haxton, Vice President Northwest Region

AGENCY:



Date: 4-29-20

Signature

Adam Brown, City of Ontario, City Manager  
444 SW 4th Street, Ontario, OR 97914



## STANDARD TERMS AND CONDITIONS

### 1. RELATIONSHIP OF THE PARTIES

1.1. Consultant shall provide the Services for the Project in accordance with the terms and conditions of this Contract. Consultant's performance of Services shall be as a professional consultant to Owner to carry out the Project and to provide the technical documents and supervision to achieve Owner's Project objectives.

1.2. In administering this Contract, Owner may retain the services of an independent project manager and other consultants as needed to fulfill Owner's objectives.

1.3. Consultant shall provide a list of all sub-consultants which Consultant intends to utilize on the Project (the "Sub-consultants"). This list shall include such information on the qualifications of the Sub-consultants as may be requested by Owner. Owner reserves the right to review the Sub-consultants proposed. Consultant shall not retain a Sub-consultant to which Owner has a reasonable objection.

1.4. Consultant acknowledges that this Contract was awarded on the basis of the unique background and abilities of the key personnel of Consultant and Sub-consultants identified by Consultant (collectively, the "Key Personnel" and individually, the "Key Person"). Therefore, Consultant shall make available Key Personnel as identified in its proposal. Consultant shall provide to Owner a list of the proposed Key Personnel to be assigned to the Project. This list shall include such information on the professional background of each Key Person as may be requested by Owner. If any Key Person becomes unavailable to Consultant, the Parties shall mutually agree upon an appropriate replacement. Without prior notice to, and the written consent of, Owner, Consultant shall not: (i) re-assign or transfer any Key Person to other duties or positions so that the Key Person is unable to fully perform his or her responsibilities under the Contract; (ii) allow any Key Person to delegate to anyone his or her performance of any management authority or other responsibility required under the Contract; or (iii) substitute any Key Person. Any of these actions shall constitute a material breach of the Contract. Consultant shall remove any individual or Sub-consultant from the Project if so directed by Owner in writing following discussion with Consultant, provided that Consultant shall have a reasonable time period within which to find a suitable replacement.

### 2. CONSULTANT'S RESPONSIBILITIES; REPRESENTATIONS AND WARRANTIES

2.1. Consultant agrees that:

2.1.1. The phrase "Standard of Care" that is used in this Contract is defined as follows: the same professional skill, care, diligence and standards as other professionals performing similar services under similar conditions (the "Standard of Care");

2.1.2. Consultant shall perform all Services in accordance with the Standard of Care;

2.1.3. Consultant shall prepare, in accordance with the Standard of Care, all drawings, specifications, deliverables and other documents so that they accurately reflect, fully comply with and incorporate all applicable laws, rules, and regulations, and so that they are complete and functional for the purposes intended, except as to any deficiencies which are due to causes beyond the control of Consultant;

2.1.4. Consultant shall be responsible for correcting any inconsistencies, errors or omissions in the drawings, specifications, deliverables and other documents prepared by Consultant at no additional cost to Owner;

2.1.5. Owner's review or acceptance of documents shall not be deemed as approval of the adequacy of the drawings, specifications, deliverables and other documents. Any review or acceptance by Owner will not relieve Consultant of any responsibility for complying with the Standard of Care;

2.1.6. Except as specifically provided, Consultant shall, at no additional cost to Owner, render assistance to Owner in resolving problems or other issues relating to the Project design or to specified materials;

2.1.7. During the term of the Contract, Consultant shall obtain, hold, maintain and fully pay for all licenses and permits required by law for Consultant to conduct its business and perform the Services. During the term of the Contract, Owner shall pay for and Consultant shall obtain, hold and maintain all licenses and permits required for the Project, unless otherwise specified in the Contract. Consultant shall review the Project site and the nature of the Services and advise Owner throughout the course of the Project as to the necessity of obtaining all Project permits and licenses, the status of the issuance of any such permits and licenses, and any issues or impediments related to the issuance or continuation of any such permits and licenses; and

2.1.8. Consultant shall pay all Sub-consultants and other subcontractors as required by Consultant's contracts with those Sub-consultants and subcontractors. Consultant agrees that Owner has no direct or indirect contractual obligation or other legal duty whatsoever to pay the Sub-consultants and other subcontractors of Consultant or otherwise ensure that Consultant makes

full and timely payment to those Sub-consultants and subcontractors for services performed on the Project.

2.2. Consultant represents and warrants to Owner that:

2.2.1. Consultant has the power and authority to enter into and perform this Contract; the persons executing this Contract on behalf of Consultant have the actual authority to bind Consultant to the terms of this Contract;

2.2.2. When executed and delivered, this Contract shall be a valid and binding obligation of Consultant enforceable in accordance with its terms; the provisions of this Contract do not conflict with or result in a default under any agreement or other instrument binding upon Consultant and do not result in a violation of any law, regulation, court decree or court order or other legal process applicable to Consultant;

2.2.3. Consultant shall, at all times during the term of this Contract, be duly licensed to perform the Services, and if there is no licensing requirement for the profession or Services, be duly qualified and competent;

2.2.4. Consultant is an experienced firm having the skill, legal capacity, and professional ability necessary to perform all the Services required under this Contract and to design and administer a project having the scope and complexity of the Project;

2.2.5. Consultant has the capabilities and resources necessary to perform Consultant's obligations under this Contract;

2.2.6. Consultant is, or shall become, in a manner consistent with the Standard of Care, familiar with all current laws, rules, and regulations which are applicable to the design and construction of the Project;

2.2.7. All Services shall be performed in accordance with the Standard of Care;

2.2.8. The Project, when completed and if constructed in accordance with the intent established by the drawings, specifications, deliverables and other documents prepared by Consultant pursuant to this Contract, shall be structurally sound and a complete and properly functioning facility suitable for the purposes for which it is intended; and

2.2.9. The published specifications of the "Automated Systems" that Consultant has specified, designated and planned pursuant to this Contract conform to the Contract requirements. For the purposes of this subsection, "Automated Systems" shall mean any computers, software, firmware, HVAC systems, elevators, electrical systems, fire or life safety systems, security systems and any other electrical, mechanized or computerized devices serving the Project.

2.3. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided in this Contract or at law.

### **3. RESERVED**

### **4. GENERAL CONTRACT PROVISIONS**

4.1. Contract Performance. Consultant shall at all times perform the Services diligently and without delay and shall punctually fulfill all Contract requirements consistent with the schedule for the performance of Services set forth herein. Expiration or termination of the Contract shall not extinguish, prejudice, or limit either party's right to enforce this Contract with respect to any default or defect in performance. Time is of the essence in the performance of this Contract.

4.2. Access to Records. For not less than three (3) years after the Contract's expiration or termination, Owner, the Secretary of State's Office of the State of Oregon, the federal government, and their duly authorized representatives shall have access to the books, documents, papers, and records of Consultant and the Sub-consultants which pertain to the Contract for the purpose of making audits, examination, excerpts, and transcripts. If, for any reason, any part of this Contract, any Project-related consultant contract or any Project-related construction contract(s) is involved in litigation, Consultant shall retain all pertinent records for not less than three years or until all litigation is resolved, whichever is longer. Consultant shall provide Owner and the other entities referenced above with full access to these records in preparation for and during litigation.

4.3. Funds Available and Authorized. Owner reasonably believes as of the Effective Date that sufficient funds are available and authorized for expenditure to finance the cost of this Contract within Owner's appropriation or limitation. Consultant understands and agrees that, to the extent that sufficient funds are not available and authorized for expenditure to finance the cost of this Contract, Owner's payment of amounts under this Contract attributable to Services performed after the last day of the current biennium is contingent on Owner receiving from the Oregon Legislative Assembly appropriations, limitations or other expenditure authority sufficient to allow Owner, in the exercise of its reasonable administrative discretion, to continue to make payments under this Contract.

4.4. Insurance. Consultant shall maintain in effect for the duration of this Contract, or any other time periods required herein, the insurance set forth herein.

4.5. Indemnity.

4.5.1. CLAIMS FOR OTHER THAN PROFESSIONAL LIABILITY. CONSULTANT SHALL INDEMNIFY, DEFEND, SAVE, AND HOLD HARMLESS OWNER, AND ITS OFFICERS,



AGENTS, AND EMPLOYEES, FROM AND AGAINST ALL CLAIMS, SUITS, ACTIONS, LOSSES, DAMAGES, LIABILITIES, COSTS AND EXPENSES OF WHATSOEVER NATURE RESULTING FROM OR ARISING OUT OF THE ACTS OR OMISSIONS OF CONSULTANT OR ITS SUB-CONSULTANTS, SUBCONTRACTORS, AGENTS, OR EMPLOYEES UNDER THIS CONTRACT.

4.5.2. CLAIMS FOR PROFESSIONAL LIABILITY. CONSULTANT SHALL INDEMNIFY, DEFEND, SAVE, AND HOLD HARMLESS THE OWNER, AND ITS OFFICERS, AGENTS, AND EMPLOYEES, FROM AND AGAINST ALL CLAIMS, SUITS, ACTIONS, LOSSES, DAMAGES, LIABILITIES, COSTS AND EXPENSES OF WHATSOEVER NATURE ARISING OUT OF THE PROFESSIONALLY NEGLIGENT ACTS, ERRORS OR OMISSIONS OF CONSULTANT OR ITS SUBCONSULTANTS, SUBCONTRACTORS, AGENTS, OR EMPLOYEES IN THE PERFORMANCE OF PROFESSIONAL SERVICES UNDER THIS CONTRACT.

4.5.3. Owner Defense Requirements. Notwithstanding the obligations under Sections 4.5.1 and 4.5.2, neither Consultant nor any attorney engaged by Consultant shall defend any claim in the name of the Owner, nor purport to act as legal representative of the Owner or any of its agencies, without the prior written consent of the Oregon Attorney General. Owner may, at any time and at its election, assume its own defense and settlement of any claims in the event that: it determines that Consultant is prohibited from defending the Owner; Consultant is not adequately defending the Owner's interests; an important governmental principle is at issue; or it is in the best interests of the Owner to do so. The Owner reserves all rights to pursue any claims it may have against Consultant if the Owner elects to assume its own defense.

4.5.4. Owner's Actions. This Section 4.5 does not include indemnification by Consultant of the Owner or its officers, agents, and employees, for the acts or omissions of the Owner or its officers, agents, and employees, whether within the scope of the Contract or otherwise.

4.6. Consultant's Status.

4.6.1. Consultant shall perform all Services as an independent contractor. Although Owner reserves the right to set the delivery schedule for the Services to be performed and to evaluate the quality of the completed performance, Owner cannot and will not control the means and manner of Consultant's performance. Consultant is responsible for determining the appropriate means and manner of performing the Services. Consultant, Consultant's employees and the Sub-consultants are not "officers, employees, or agents" of the Owner, as those terms are used in ORS 30.265.

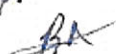
4.6.2. Consultant shall not have control or charge of, and shall not be responsible for, the acts or omissions of other consultants or contractors under contract with Owner who are performing services or construction work on the Project. However, this provision does not in any way change Consultant's professional responsibility to report to Owner any information, including information on the performance of consultants or contractors outside the control or charge of Consultant, concerning activities or conditions that have or could have an adverse effect on Owner or the Project.

4.6.3. Consultant is not a contributing member of the Public Employee's Retirement System and will be responsible for any federal, state or other taxes applicable to any compensation or payments paid to Consultant under this Contract. Consultant will not be eligible for any benefits from any payments made under this Contract for federal Social Security, unemployment insurance, or worker's compensation, except as a selfemployed individual. If any payment under this Contract is to be charged against federal funds, Consultant certifies that it is not currently employed by the federal government.

4.7. Successors & Assignments. The provisions of this Contract shall be binding upon and shall inure to the benefit of the Parties and their respective successors and assigns. After the original Contract is executed, Consultant shall not enter into any Sub-consultant agreements for any of the Services or assign or transfer any of its interest in this Contract, without the prior written consent of Owner.

4.8. Compliance with Applicable Law. Consultant shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Services. Owner's performance under this Contract is conditioned upon Consultant's compliance with the provisions of ORS 279C.505, 279C.515, 279C.520, and 279C.530, which are hereby incorporated by reference. Consultant, the Sub-consultants, if any, and all employers providing Services, labor or materials under this Contract are subject employers under the Oregon workers' compensation law and shall comply with ORS 656.017.

4.9. Governing Law; Jurisdiction; Venue. This Contract shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively "Claim") between Owner and Consultant that arises from or relates to this Contract shall be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it shall be brought

  
Ameresco, Inc.  
 



and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this "Governing Law; Jurisdiction; Venue" section be construed as a waiver by the Owner of any form of defense or immunity, whether based on sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the United States Constitution or otherwise. CONSULTANT, BY EXECUTION OF THIS CONTRACT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.

4.10. Tax Compliance Certification.

4.10.1. By signature on this Contract, the undersigned certifies under penalty of perjury that the undersigned is authorized to act on behalf of Consultant and that Consultant is, to the best of the undersigned's knowledge, not in violation of any Oregon Tax Laws.

4.10.2. For purposes of this certification, "Oregon Tax Laws" means a state tax imposed by ORS 401.792 to 401.816 (Tax For Emergency Communications), 118 (Inheritance Tax), 314 (Income Tax), 316 (Personal Income Tax), 317 (Corporation Excise Tax), 318 (Corporation Income Tax), 320 (Amusement Device and Transient Lodging Taxes), 321 (Timber and Forestland Tax), 323 (Cigarettes and Tobacco Products Tax), the elderly rental assistance program under ORS 310.630 to 310.706, and any local taxes administered by the Department of Revenue under ORS 305.620.

4.11. Severability. The Parties agree that if any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected and the rights and obligations of the Parties shall be construed and enforced as if the Contract did not contain the particular term or provision held to be invalid.

4.12. Force Majeure. Neither party shall be held responsible for delay or default in the performance of its obligations due to a cause beyond its reasonable control, including, but not limited to fire, riot, acts of God, terrorist acts or war where such cause was beyond such party's reasonable control. Each party shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under the Contract.

4.13. Waiver. The failure of Owner to enforce any provision of this Contract shall not constitute a waiver by Owner of that or any other provision.

4.14. Third Party Beneficiaries. Nothing contained in this Contract shall create a contractual relationship with or a cause of action in favor of a third party against Owner or Consultant. Consultant's Services under this

Contract shall be performed solely for Owner's benefit and no other entity or person shall have any claim against Consultant because of this Contract for the performance or nonperformance of Services hereunder.

4.15. Ownership of Work Product; Confidentiality.

4.15.1. Definitions. As used in this Contract, the following terms have the meanings set forth below:

a. "Consultant Intellectual Property" means any intellectual property that is owned by Consultant and developed independently from this Contract and that is applicable to the Services or included in the Work Product.

b. "Third Party Intellectual Property" means any intellectual property that is owned by parties other than Owner or Consultant and that is applicable to the Services or included in the Work Product.

c. "Work Product" means the Services Consultant delivers or is required to deliver to Owner under this Contract. Work Product includes every invention, discovery, work of authorship, trade secret or other tangible or intangible item and all intellectual property rights therein, and all copies of plans, specifications, reports and other materials, whether completed, partially completed or in draft form.

4.15.2. Work Product. Except as provided in Sections 4.15.3 and 4.15.4, all Work Product created by Consultant pursuant to this Contract, including derivative works and compilations, and whether or not such Work Product is considered a "work made for hire" or an employment to invent, shall be the exclusive property of Owner. Owner and Consultant agree that such original works of authorship are "work made for hire" of which Owner is the author within the meaning of the United States Copyright Act. To the extent that Owner is not the owner of the intellectual property rights in such Work Product, Consultant hereby irrevocably assigns to Owner any and all of its rights, title, and interest in all original Work Product created pursuant to this Contract, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrine. Upon Owner's reasonable request, Consultant shall execute such further documents and instruments necessary to fully vest such rights in Owner. Consultant forever waives any and all rights relating to original Work Product created pursuant to this Contract, including without limitation, any and all rights arising under 17 USC §106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.

4.15.3. Consultant Intellectual Property. In the event that Consultant Intellectual Property is necessary for the use of any Work Product, Consultant hereby grants to

Owner an irrevocable, non-exclusive, non-transferable, perpetual, royalty-free license to use Consultant Intellectual Property, including the right of Owner to authorize contractors, consultants and others to use Consultant Intellectual Property, for the purposes described in this Contract.

4.15.4. Third Party Intellectual Property. In the event that Third Party Intellectual Property is necessary for the use of any Work Product, Consultant shall secure on Owner's behalf and in the name of Owner, an irrevocable, non-exclusive, non-transferable, perpetual, royalty-free license to use the Third Party Intellectual Property, including the right of Owner to authorize contractors, consultants and others to use the Third Party Intellectual Property, for the purposes described in this Contract.

4.15.5. Consultant Intellectual Property-Derivative Work. In the event that Work Product created by Consultant under this Contract is a derivative work based on Consultant Intellectual Property or is a compilation that includes Consultant Intellectual Property, Consultant hereby grants to Owner an irrevocable, non-exclusive, non-transferable, perpetual, royalty-free license to use the pre-existing elements of Consultant Intellectual Property employed in the Work Product, including the right of Owner to authorize contractors, consultants and others to use the pre-existing elements of Consultant Intellectual Property employed in a Work Product, for the purposes described in this Contract.

4.15.6. Third Party Intellectual Property-Derivative Work. In the event that Work Product created by Consultant under this Contract is a derivative work based on Third Party Intellectual Property, or is a compilation that includes Third Party Intellectual Property, Consultant shall secure on Owner's behalf and in the name of Owner an irrevocable, non-exclusive, non-transferable, perpetual, royalty-free license to use the pre-existing elements of the Third Party Intellectual Property employed in a Contract Work Product, including the right to authorize contractors, consultants and others to use the pre-existing elements of the Third Party Intellectual Property employed in a Contract Work Product, for the purposes described in this Contract.

4.15.7. Limited Owner Indemnity. To the extent permitted by the Oregon Constitution, Article XI, Section 7, and by the Oregon Tort Claims Act, ORS 30.260 through 30.397, Consultant shall be indemnified and held harmless by Owner from liability arising out of re-use or alteration of the Work Product by Owner which was not specifically contemplated and agreed to by the Parties in this Contract or under separate contract.

4.15.8. Consultant Use of Work Product. Consultant may refer to the Work Product in its brochures or other literature that Consultant utilizes for advertising purposes and, unless otherwise specified, Consultant may use standard line drawings, specifications and calculations on other, unrelated projects.

4.15.9. Confidential Information. Consultant acknowledges that it or its employees, Sub-consultants, subcontractors or agents may, in the course of performing their responsibilities under this Contract, be exposed to or acquire information that is the confidential information of Owner or Owner's clients. Any and all information provided by Owner and marked confidential, or identified as confidential in a separate writing, that becomes available to Consultant or its employees, Sub-consultants, subcontractors or agents in the performance of this Contract shall be deemed to be confidential information of Owner ("Confidential Information"). Any reports or other documents or items, including software, that result from Consultant's use of the Confidential Information and any Work Product that Owner designates as confidential are deemed Confidential Information. Confidential Information shall be deemed not to include information that: (a) is or becomes (other than by disclosure by Consultant) publicly known; (b) is furnished by Owner to others without restrictions similar to those imposed by this Contract; (c) is rightfully in Consultant's possession without the obligation of nondisclosure prior to the time of its disclosure under this Contract; (d) is obtained from a source other than Owner without the obligation of confidentiality; (e) is disclosed with the written consent of Owner; or (f) is independently developed by employees or agents of Consultant who can be shown to have had no access to the Confidential Information.

4.15.10. Non-Disclosure. Consultant agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Consultant uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than the provision of Services to Owner under this Contract, and to advise each of its employees, Sub-consultants, subcontractors and agents of their obligations to keep Confidential Information confidential. Consultant shall use its best efforts to assist Owner in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the generality of the foregoing, Consultant shall advise Owner immediately in the event Consultant learns



or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Contract and Consultant will at its expense cooperate with Owner in seeking injunctive or other equitable relief in the name of Owner or Consultant against any such person. Consultant agrees that, except as directed by Owner, Consultant will not at any time during or after the term of this Contract disclose, directly or indirectly, any Confidential Information to any person, except in accordance with this Contract, and that upon termination of this Contract or at Owner's request, Consultant will turn over to Owner all documents, papers, and other matter in Consultant's possession that embody Confidential Information.

4.15.11. Injunctive Relief. Consultant acknowledges that breach of this Section 4.15, including disclosure of any Confidential Information, will give rise to irreparable injury to Owner that is inadequately compensable in damages. Accordingly, Owner may seek and obtain injunctive relief against the breach or threatened breach of this Section 4.15, in addition to any other legal remedies that may be available. Consultant acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of Owner and are reasonable in scope and content.

4.15.12. Publicity. Consultant agrees that news releases and other publicity relating to the subject of this Contract will be made only with the prior written consent of Owner.

4.15.13. Security. Consultant shall comply with all virus-protection, access control, back-up, password, and other security and other information technology policies of Owner when using, having access to, or creating systems for any of Owner's computers, data, systems, personnel, or other information resources.

#### 4.16. Termination.

4.16.1. Parties Right to Terminate by Agreement. This Contract may be terminated at any time, in whole or in part, by written mutual consent of the Parties.

4.16.2. Owner's Right to Terminate for Convenience. Owner may, at its sole discretion, terminate this Contract, in whole or in part, by written notice to Consultant specifying the termination date of the Contract.

4.16.3. Owner's Right to Terminate for Cause. Owner may terminate this Contract immediately, in whole or in part, upon written notice to Consultant, or such later date as Owner may establish in such notice, upon the occurrence of any of the following events:

4.16.3.1. Owner lacks lawful funding, appropriations, limitations or other expenditure authority at levels sufficient to allow Owner, in the exercise of its reasonable discretion, to pay for Consultant's Services;

4.16.3.2. Federal, state or local laws, regulations or guidelines are modified or interpreted in such a way that either the Services under this Contract are prohibited or Owner is prohibited from paying for such Services from the planned funding source;

4.16.3.3. Consultant no longer holds all licenses or certificates that are required to perform the Services; or

4.16.3.4. Consultant fails to provide Services within the times specified or allowed under this Contract; fails to perform any of the provisions of this Contract; or so fails to perform the Services as to endanger performance of this Contract in accordance with its terms, and after receipt of written notice from Owner, does not correct such failures within the time that Owner specifies (which shall not be less than 10 calendar days, except in the case of emergency).

4.16.3.5. Consultant commits any material breach or is in default of any covenant, warranty obligation or agreement under this Contract.

4.16.3.6. Consultant makes any false or misleading representation or warranty to Owner.

4.16.3.7. ESCO (a) applies for or consents to the appointment or possession by, a receiver, custodian, trustee, or liquidator of ESCO or all or substantially all of its property, (b) admits in writing its inability, or is unable, to pay its debts as they become due, (c) makes a general assignment for the benefit of its creditors, (d) commences a voluntary case under the Federal Bankruptcy Code (as now or hereafter in effect), (e) is adjudicated bankrupt or insolvent, (f) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, liquidation, winding-up, or composition or adjustment of debts, (g) acquiesces in writing to, any petition filed against it in an involuntary case under the Federal Bankruptcy Code (as now or hereafter in effect), or (h) takes any corporate action for the purpose of effecting any of the foregoing.

4.16.3.8. A proceeding or case is commenced, without the application or consent of ESCO, in any court of competent jurisdiction, seeking (a) the liquidation, dissolution or winding-up, or the composition or readjustment of debts, of ESCO, (b) the appointment of a receiver, custodian, trustee, liquidator, or the like of ESCO or of all or any substantial part of its assets, or (c) similar relief in respect to ESCO under any law relating to bankruptcy, insolvency, reorganization, liquidation, winding-up, or composition or adjustment of debts, and such proceeding or case continues un-dismissed, or an

order, judgment, or decree approving or ordering any of the foregoing is entered and continues un-stayed and in effect for a period of 20 consecutive days, or an order for relief against ESCO is entered in an involuntary case under the Federal Bankruptcy Code (as now or hereafter in effect).

4.16.3.9. ESCO has any change in ownership or control without the prior approval of Owner, which consent shall not be unreasonably withheld.

4.16.4. Cessation of Services. Upon receiving a notice of termination, and except as otherwise directed in writing by Owner, Consultant shall immediately cease all activities related to the Services or the Project.

4.16.5. Consultant's Right to Terminate for Cause.

4.16.5.1. Consultant may terminate this Contract if Owner fails to pay Consultant pursuant to this Contract, provided that Owner has failed to make such payment to Consultant within forty-five (45) calendar days after receiving written notice from Consultant of such failure.

4.16.5.2. Consultant may terminate this Contract, for reasons other than non-payment, if Owner commits any material breach or default of any covenant, warranty, obligation or agreement under this Contract, fails to perform under the Contract within the time specified, or so fails to perform as to endanger Consultant's performance under this Contract, and such breach, default or failure is not cured within thirty (30) calendar days after delivery of Consultant's notice, or such longer period as Consultant may specify in such notice.

4.16.6. Delivery of Work Product/Retained Remedies of Owner. As directed by Owner, Consultant shall, upon termination, promptly deliver to Owner all documents, information, works in progress and other property that are deliverables or would be deliverables if the Contract had been completed. Consultant shall remain responsible to Owner for the quality of its Work Product. By Consultant's signature on this Contract, Consultant allows Owner to use Work Product and other property for Owner's intended use. The rights and remedies of Owner provided in this Section 4.16 are not exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

4.16.7. Payment upon Termination.

4.16.7.1. In the event of termination pursuant to Sections 4.16.1, 4.16.2, 4.16.3.1, 4.16.3.2 or 4.16.5, Consultant's sole remedy shall be a claim for the sum designated for accomplishing the Services multiplied by the percentage of Services completed and accepted by Owner plus Consultant's reasonable Contract close-out costs, less previous amounts paid and any claim(s) which Owner has against Consultant, except in the event of a termination under Section 4.16.3.1, where no payment will be due

and payable for Services performed or costs incurred after the last day of the current biennium, consistent with Section 4.3. Within thirty (30) days after termination, Consultant shall submit an itemized invoice for all un-reimbursed Services completed before termination and all Contract close-out costs actually incurred by Consultant. Owner shall not be obligated to pay for any such costs invoiced to and received by Owner later than thirty (30) days after termination. If previous amounts paid to Consultant exceed the amount due to Consultant under this subsection, Consultant shall promptly refund any excess amount upon demand.

4.16.7.2. In the event of termination, Owner shall have any remedy available to it in law or equity. Such remedies may be pursued separately, collectively or in any order whatsoever. If it is determined for any reason that Consultant was not in default under this Contract, the rights and obligations of the Parties shall be the same as if the Contract was terminated pursuant to Section 4.16.2.

4.17. Foreign Contractor. If Consultant is not domiciled in or registered to do business in the State of Oregon as of the Effective Date, Consultant shall promptly provide to the Oregon Department of Revenue and the Secretary of State's Corporation Division all information required by those agencies relative to this Contract. Consultant shall demonstrate its legal capacity to perform the Services under this Contract in the State of Oregon prior to executing this Contract.

4.18. Notice. Except as otherwise expressly provided in this Contract, any notices to be given hereunder shall be given in writing by personal delivery, facsimile, or mail, postage prepaid, to Consultant or Owner at the address or number set forth herein, or to such other address or number as either party may provide pursuant to this "Notice" section. Any notice delivered by mail shall be deemed to be given five (5) calendar days after the date of mailing. Any notice delivered by facsimile shall be deemed to be given when the transmitting machine generates a receipt of the transmission. To be effective against Owner, any facsimile communication or notice must be confirmed by telephone notice to Owner's Representative for the Project as indicated herein and shall not be deemed to be given until such confirmation is completed. Any notice by personal delivery shall be deemed to be given when actually delivered. Regular, day-to-day communications between the Parties may be transmitted through one of the methods set forth above, in person, by telephone, by e-mail, or by other similar electronic transmission.

4.19. Media Contacts; Confidentiality. Consultant shall provide no news release, press release, or any other

statement to a member of the news media regarding this Project, without Owner's prior written authorization.

4.20. Conflict of Interest. Except with Owner's prior written consent, Consultant shall not engage in any activity, or accept any employment, interest or contribution that would, or would reasonably appear to, compromise Consultant's professional judgment with respect to this Project, including, without limitation, concurrent employment on any project in direct competition with the Project.

**ENERGY SAVINGS PERFORMANCE CONTRACT**  
**DIVISION 1 – GENERAL PROVISIONS**

**1. SECTION 1: DEFINITIONS**

Key terms used within this Contract are defined in Section A.1 of the State of Oregon General Conditions for Public Improvement Contracts, revised January 1, 2012 (the General Conditions”), and as follows:

- 1.1. “Commissioning” means a systematic process that ensures that building systems perform interactively according to the design intent and Owner's operational needs. For the purposes of this Contract, the commissioning process begins in Phase II with documentation of the design intent, including construction, Owner acceptance, training of Facility Maintenance and Operations Staff, and extends through Phase III and the warranty period with actual and documented verification of the proper performance of each system and each piece of equipment.
- 1.2. “Construction Contract Documents” means the Design and Construction Contract, the General Conditions, any Supplemental General Conditions, any amendments to the Design and Construction Contract, ESCO’s performance bond and payment bond, the Plans, the Measurement and Verification documents, the Energy Cost Savings Guarantee, Specifications and approved shop drawings for the Project, all approved change orders related to the Design and Construction Contract, any solicitation documents, and any response by a successful bidder/ proposer to any such solicitation documents.
- 1.3. “Construction Documents” means Owner-approved Plans, drawings, Specifications and other documents necessary to allow complete and accurate construction of the Project.
- 1.4. “Contract Documents” means, notwithstanding the definition in Section A.1 of the General Conditions, the documents identified in Section 2 of this Contract.
- 1.5. “Contract Price” means, notwithstanding the definition in Section A.1 of the General Conditions, that amount set forth in the Phase 1, Part B, Project Development Plan, being the total amount Owner will pay for the Project including the Direct Construction Costs. The Contract Price shall include all costs for ESCO’s services including, but not limited to, costs related to:
  - Engineering and design
  - Energy savings equipment procurement and installation
  - Construction Work/services
  - Commissioning
  - Training
  - Overhead and profit margins
  - Measurement and verification
- 1.6. RESERVED
- 1.7. “Design-Builder” means ESCO in its capacity of being responsible for providing all services necessary to achieve the purposes and intent of the RFP including without limitation, Project coordination and supervision, architectural and engineering design, procurement of goods, materials and services necessary to complete the Project, construction work/ services, and commissioning services.
- 1.8. “Design Professional” means: 1) an architect who is registered and holds a valid certificate in the practice of architecture in the State of Oregon; 2) an engineer who is registered and holds a valid certificate in the practice of engineering in the State of Oregon; 3) a surveyor who is registered and holds a valid certificate in the practice of land surveying in the State of Oregon; or 4) such other professional person or entity otherwise registered and holding a valid certificate to provide professional design services in the State of Oregon.



- 1.9. "Direct Construction Costs" means the costs to Owner of all divisions of construction, including portable equipment designed or specified in the Specifications.
- 1.10. "Energy Baseline" means the calculation or measure of each type of energy consumed in the Facility, prior to the installation of Energy Efficiency Measures. For purposes of this Contract, peak electrical demand, measured in kilowatts (kW) shall be considered a type of energy. The Energy Baseline of this Contract shall be based on those items set forth in Schedule 4 to Division 3 of this Contract, as part of Phase I work, including without limitation, the average consumption of electricity, fuel and water as reflected by utility bills for the 24 months preceding the month in which ESCO delivers the Phase 1, Part A Technical Energy Audit.
- 1.11. "Energy Efficiency Measure" (or "EEM") means the installation of new equipment, modification or alteration of existing equipment or facilities, or revised operations procedures that reduce energy and water costs by improving efficiency of use.
- 1.12. "Energy Savings" means a reduction of energy or water consumption or water or electrical demand resulting from ESCO's EEMs. Such savings shall be determined by comparing the Energy Baseline with the energy consumed (or demand) after ESCO has implemented the EEMs.
- 1.13. "Energy Savings Guarantee" means, pursuant to Division 3 of this Contract and Schedules 2 and 5 to Division 3, the units of energy and the corresponding sum that ESCO represents that the Facility will realize from energy and water savings resulting from the implementation of energy efficiency measures.
- 1.14. "Facility" means the facility(s) listed below:  
City of Ontario Buildings
- 1.15. "List of Services" means all items of services or Work that ESCO is obligated to provide under the Contract Documents, each of which is related to a cost item to be included in the Contract Price.
- 1.16. "Measurement and Verification" ("M&V") means the examination of installed ECMs using the International Performance Measurement and Verification Protocol ("IPMVP"), or any other comparable protocol or process, to monitor and verify the operation of energy-using systems pre-installation and post-installation.
- 1.17. "Notice of Commencement of Energy Savings" means the official written notice from ESCO that indicates all Energy Efficiency Measures are installed and functioning in a manner as to achieve the Energy Savings Guarantee.
- 1.18. "Notice to Proceed" means the official written notice from Owner that indicates that all of the threshold contractual requirements have been met, including full negotiation of contract terms, execution and delivery of all Contract Documents, Owner's receipt of acceptable and fully executed performance and payment bonds and certificates of insurance, and that ESCO is authorized to proceed with the Work.
- 1.19. "Operational Savings" means savings resulting from changes in scheduling and temperature and ventilation set points, and other operational activities at the Facility.
- 1.20. "Owner" means City of Ontario acting by and through its individuals designated in writing by Owner to act on its behalf as authorized representatives.
- 1.21. "Project Development Plan" means the design development documents and Schedules 1 through 6 to Division 3 of this Contract, prepared by ESCO as part of the Phase 1, Part B services, as well as drafts of Schedules 7, 8, 9, and 10 to Exhibit A.
- 1.22. "RFP" means that Request for Proposals dated Nov. 13, 2019 to which this form of Contract is attached and pursuant to which this completed Contract is drafted and executed by the Parties.
- 1.23. "Statement of Work" means the Work and services set forth in detail in Divisions 2 and 3 and in Exhibit A.



- 1.24. "Standards of Comfort" means, unless otherwise negotiated as a result of Phase 1, Part A, those minimum air quality, volume, temperature, and lighting standards established by:
  - ASHRAE Standard 62.1-2004, (Ventilation Standard for Acceptable Indoor Air Quality),
  - ASHRAE Standard 55-1992 (Air Quality and Comfort Standards) and Thermal Environmental Conditions for Human Occupancy),
  - All related ASHRAE interpretations,
  - Illuminating Engineering Society (IES), 10th Edition, Lighting Standards, and
  - All applicable standards established by local uniform building codes.
- 1.25. "Substantial Completion Date" has the meaning of "Substantial Completion" as defined in the General Conditions in Section A.1 and as provided in the General Conditions Section K.4.2. This term is not applicable to Phase III.
- 1.26. "Technical Energy Audit" means Division 2 of this Contract and the Technical Energy Audit contemplated by Division 2.
- 1.27. "Work Product" means all Plans, Specifications, drawings, audits, reports, and other work product required to be delivered by ESCO under this Contract.

## **2. SECTION 2: CONTRACT DOCUMENTS**

This Contract has three Divisions and consists of the following documents, which are listed in descending order of precedence:

- 2.1. Amendments and approved Change Orders to the Contract, with those of a later date having precedence over those of an earlier date;
- 2.2. This Contract;
- 2.3. All Exhibits, Schedules and Attachments to the Contract;
- 2.4. The Supplemental General Conditions;
- 2.5. The General Conditions;
- 2.6. Final Owner-approved Schedules 1, 2, 3, 4, 5 and 6 to the Project Development Plan and draft Schedules 7, 8, 9 and 10 to the Construction Contract;
- 2.7. The RFP and all Attachments, Exhibits and Addenda thereto;
- 2.8. ESCO's response to the RFP;
- 2.9. The ESCO Agreement between ESCO and the Oregon Department of Energy, and all Attachments, Exhibits and Addenda thereto;
- 2.10. The Oregon Department of Energy's RFQ #13-095 and all Attachments, Exhibits and Addenda thereto.

## **3. SECTION 3: STATEMENT OF WORK**

ESCO agrees to take all actions reasonably necessary to develop and implement Phase 1, Parts A and B, and to procure and provide all necessary Phase II and Phase III project management, architectural, engineering, construction, construction management commissioning, training and administration services and Work in the most economical and timely manner possible, with minimal interruption to the on-going business and the occupants of the Facility. The services and Work referenced above are described in detail in Division 2 and Division 3 of this Contract and in the Exhibit A, Design and Construction Contract. In summary, these services and Work consist of three phases as follows:

- 3.1. Phase I. ESCO shall perform the Technical Energy Audit, Part A pursuant to the terms of Division 2 of this Contract, and develop the Project Development Plan pursuant to the terms of Division 3 of this

Contract. The Project Development Plan shall include, without limitation, preparation of Schedules 1, 2, 3, 4, 5 and 6 to Division 3, as well as drafts of Schedules 7, 8, 9, and 10 to Exhibit A.

- 3.2. Phase II. ESCO shall manage, design, construct and commission the Project defined in the Project Development Plan approved by Owner, and shall provide training to Facility operations staff regarding proper use and maintenance of the designed systems, pursuant to the provisions of Exhibit A. The Statement of Work shall include, without limitation, final preparation and completion of Schedules 7, 8, 9, and 10 to Exhibit A.
- 3.3. Phase III. ESCO shall perform all functions necessary to measure, verify, and achieve the Energy Savings Guarantee that it establishes under Schedule 2 (Calculation of Energy Savings Guarantee), pursuant to the (Schedule 6) Measurement and Verification Plan and energy savings guarantee provisions of Exhibit A.
- 3.4. Project Schedule. ESCO shall perform the Work for all phases according to the "Project Schedule" negotiated by Owner and ESCO, which is set forth in this Section 3.4:

- May, 2020, Execute Technical Energy Audit and Project Development Plan Agreement.
- July 21, 2020, Review Preliminary findings with City.
- Aug 18, 2020, Review project scope, costs, and savings with City.
- Aug 25, 2020, Deliver Technical Energy Audit and Project Development Plan to City.
- Sept 8, 2020, Present Final Project Building Options, - Final Scope, Pricing and Financing to City Council.
- Sept 22, 2020, Final Scope and Contract Documents for City Council Approval.
- October 2020, Signing of ESCO Contract Phase II - Design and Construction.
- October 2020, Issuance of the Notice to Proceed by City.
- November 2020, Construction Begins.

- 3.5. Work Time Limitations. ESCO shall comply with the limitations negotiated by Owner and ESCO respecting hours of work and days of the week when Work is permitted on site at the Facility (the "Work Time Limitations"):

Ameresco will work the City Staff to minimize the impact on the facilities and limit work to during hours of normal operation.

#### **4. SECTION 4: GENERAL PROVISIONS**

- 4.1. Each Phase Independent. It is the Parties' intention to proceed with the Project and, in good faith, take all actions reasonably necessary to complete each of the three Phases of this Contract. However, the Parties understand and agree that Owner may, for cause or for convenience, terminate this Contract or any Phase hereof, should Owner, in its sole discretion determine it is in the public interest to do so.
- 4.2. Commencement Dates. The Commencement Date for Phase I and the Commencement Date for Phase II shall be the dates upon which Owner issues a respective Notice to Proceed for each such phase. ESCO shall perform no services prior to the applicable Commencement Date. Phase III shall commence on the date Owner issues its certificate of final completion for Phase II.
- 4.3. RESERVED
- 4.4. RESERVED

4.5. RESERVED

- 4.6. Design Services Provider. All design services to be performed by ESCO under this Contract are appurtenant to construction services being provided by ESCO. Whether ESCO is a Design Professional, has a Design Professional as a member or on staff, or shall otherwise provide a consultant to perform the services of a Design Professional, all services constituting professional design services (whether constituting the practice of architecture, the practice of engineering, the practice of surveying or the practice of other design services) and referred to in this Contract shall be provided by a duly licensed and certified Design Professional employed or otherwise retained by ESCO as a consultant. The Design Professional(s) currently qualified and designated to provide such services is (are): Jason Carver, P.E.. Owner hereby consents to ESCO's retention of said Design Professional(s) to provide these services. No substitution of the consultant(s) listed in this Section 4.6 as ESCO's Design Professional(s) for the Project shall occur except with the prior approval of Owner. ESCO agrees to support Owner's efforts to create a collaborative and cooperative team among ESCO, Owner's Project Manager, ESCO's Design Professional(s) (if separate from ESCO), and the remainder of ESCO's Project staff. Notwithstanding the fact that Owner has consented to ESCO's decision to retain the consultant(s) listed in this Section 4.6 as the Design Professional(s) for the Project, ESCO remains solely liable to Owner for completion and delivery of all services required under this Contract and this Contract shall confer no rights to the Design Professional(s) not contained in the agreement (if any) between ESCO and the Design Professional(s).

**5. SECTION 5: RESERVED**

**6. SECTION 6: RESERVED**

**7. SECTION 7: RESERVED**

**8. SECTION 8: HAZARDOUS SUBSTANCES**

- 8.1. It is not anticipated that this Project will involve the removal and destruction of asbestos, asbestos-related materials, or other hazardous substances or materials (collectively the "Hazardous Substances"). Owner will contract separately for the identification and removal of any Hazardous Substances at such time as such Hazardous Substances may be detected. It is understood and agreed that ESCO shall not and does not prescribe any safety measure or abatement procedure, and is not responsible for any act or omission of Owner or any professional consultant, contractor or subcontractor which Owner selects relating to the abatement of Hazardous Substances.
- 8.2. Notwithstanding Section 8.2, in the event of the discovery or release of Hazardous Substances at the Facility by ESCO or ESCO's sub-consultants, sub-contractors, employees or agents, ESCO shall fully comply with its obligations in regard to the discovery or release of Hazardous Substances as provided in Section F.5 of the General Conditions, and shall immediately notify Owner's authorized representative of the circumstances surrounding the discovery or release of the Hazardous Substances, and restrict access of any persons in the vicinity of the Hazardous Substances until such time as Owner's authorized representative can take over supervision of the area.



## 9. SECTION 9: INSURANCE

ESCO shall obtain at ESCO's expense, the insurance specified in this Section 9 prior to performing under any ESPC and shall maintain it in full force and at its own expense throughout the duration of the ESPC and all warranty periods. ESCO shall obtain the following insurance from insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to Owner.

9.1. **WORKERS' COMPENSATION.** All employers, including ESCO, that employ subject workers, as defined in Oregon Revised Statute (ORS) 656.027, shall comply with ORS 656.017 and shall provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). ESCO shall require and ensure that each of its subcontractors complies with these requirements.

9.2. **EMPLOYERS' LIABILITY.** If ESCO is a subject employer, as defined in ORS 656.023, ESCO shall obtain employers' liability insurance coverage.

9.3. **PROFESSIONAL LIABILITY**

☒ Required by Owner ☐ Not required by Owner

Professional Liability Insurance covering any damages caused by an error, omission or any negligent acts related to the services to be provided under the ESPC. ESCO shall provide proof of insurance of not less than the following amounts as determined by Owner:

|                                                      |             |
|------------------------------------------------------|-------------|
| <i>Per occurrence limit for any single claimant:</i> | \$2,000,000 |
| <i>Aggregate limit for multiple claimants:</i>       | \$4,000,000 |

9.4. **COMMERCIAL GENERAL LIABILITY**

☒ Required by Owner ☐ Not required by Owner

Commercial General Liability Insurance covering bodily injury, death and property damage in a form and with coverages that are satisfactory to Owner. This insurance shall include personal injury liability, products and completed operations. Coverage shall be written on an occurrence basis. ESCO shall provide proof of insurance of not less than the following amounts as determined by Owner:

**Bodily Injury/Death and Property Damage:**

|                                                      |             |
|------------------------------------------------------|-------------|
| <i>Per occurrence limit for any single claimant:</i> | \$2,000,000 |
| <i>Aggregate limit for multiple claimants:</i>       | \$4,000,000 |

9.5. **AUTOMOBILE LIABILITY**

☒ Required by Owner ☐ Not required by Owner

Automobile Liability Insurance covering all owned, non-owned, or hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for "Commercial General Liability" and "Automobile Liability"). ESCO shall provide proof of insurance of not less than the following amounts as determined by Owner:

**Bodily Injury/Death and Property Damage:**

*Combined Single Limit:* \$4,000,000

**9.6. EXCESS/ UMBRELLA INSURANCE**

A combination of primary and excess/ umbrella insurance is acceptable. If ESCO is using excess/ umbrella insurance to meet the minimum insurance requirement, ESCO's certificate must include a list of the policies that fall under the excess/ umbrella insurance. Sample wording is "The Excess/ Umbrella policy is excess over Commercial General Liability, Automobile Liability, etc."

**9.7. ADDITIONAL INSURED**

The Commercial General Liability insurance and Automobile Liability insurance required under the ESPC shall include the Owner, its officers, employees and agents as Additional Insureds but only with respect to ESCO's activities to be performed under the ESPC. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

**9.8. "TAIL" COVERAGE**

If any of the required professional liability insurance is on a "claims made" basis, ESCO shall either maintain either "tail" coverage or continuous "claims made" liability coverage, provided the effective date of the continuous "claims made" coverage is on or before the effective date of the ESPC, for a minimum of 24 months following the later of (i) ESCO's completion and Owner's acceptance of all Services required under the ESPC, or, (ii) the expiration of all warranty periods provided under the ESPC. Notwithstanding the foregoing 24-month requirement, if ESCO elects to maintain "tail" coverage and if the maximum time period "tail" coverage reasonably available in the marketplace is less than the 24-month period described above, then ESCO shall maintain "tail" coverage for the maximum time period that "tail" coverage is reasonably available in the marketplace for the coverage required under the ESPC. ESCO shall provide to Owner, upon Owner's request, certification of the coverage required under this Attachment 7.

**9.9. CERTIFICATE OF INSURANCE**

ESCO shall provide to Owner, Certificate(s) of Insurance for all required insurance before delivering any Goods and performing any Services required under the ESPC. The Certificate(s) must specify all entities and individuals who are endorsed on the policy as Additional Insured (or Loss Payees). ESCO shall pay for all deductibles, self-insured retention and self-insurance, if any. ESCO shall immediately notify Owner in writing of any change in insurance coverage.

**9.10. NOTICE OF CANCELLATION OR CHANGE**

There shall be no cancellation or non-renewal of insurance coverage(s) without sixty (60) days' written notice, except ten (10) days for nonpayment of premium, from ESCO or its insurer(s) to Owner. Any failure to comply with the reporting provisions of this clause shall constitute a material breach of contract and shall be grounds for immediate termination of the ESPC by Owner.

**10. SECTION 10: RESERVED**

**11. SECTION 11: RESERVED**

**12. SECTION 12: MEDIATION**



ESCO and Owner, in an effort to resolve any conflicts that may arise during the design or construction of the Project or following the completion of the Project, agree that all disputes between them arising out of or relating to this Contract or any amendments hereto shall be submitted to non-binding mediation unless the Parties mutually agree otherwise. ESCO further agrees to include a similar provision in all agreements with sub-consultants or subcontractors retained for the Project, thereby providing for mediation as the primary method for dispute resolution between the Parties to those agreements. All Parties agree to exercise their best effort in good faith to resolve all disputes in mediation.

**13. SECTION 13: RESERVED**

**14. SECTION 14: RESERVED**

**15. SECTION 15: RESERVED**

**16. SECTION 16: RESERVED**

**17. SECTION 17: RESERVED**

**18. SECTION 18: RESERVED**

**19. SECTION 19: RESERVED**

**20. SECTION 20: RESERVED**

**21. SECTION 21: RESERVED**

**22. SECTION 22: SURVIVAL**

All rights and obligations shall cease upon termination or expiration of this Contract, except for the rights and obligations set forth as follows:

Standard Terms and Conditions

|               |                                                                                             |
|---------------|---------------------------------------------------------------------------------------------|
| Section 2:    | Consultant's Responsibilities, Representations and Warranties                               |
| Section 4.2   | Access to Records                                                                           |
| Section 4.5   | Indemnity                                                                                   |
| Section 4.9:  | Governing Law, Jurisdiction, Venue                                                          |
| Section 4.15  | Ownership of Work Product; Confidentiality                                                  |
| Section 4.16: | Termination (including the termination rights and remedies under Division 2 and Division 3) |

Division 1

|             |           |
|-------------|-----------|
| Section 9:  | Insurance |
| Section 22: | Survival  |

**23. SECTION 23: RESERVED**

**24. SECTION 24: RESERVED**

**25. SECTION 25: RESERVED**

**26. SECTION 26: RESERVED**

**27. SECTION 27: RESERVED**

**28. SECTION 28: RECYCLED PRODUCTS CERTIFICATION**

Pursuant to ORS 279A.125 and OAR 137-046-0320, ESCOs shall use recyclable products to the maximum extent economically feasible in the performance of the services and Work set forth in this Contract. By executing this Contract, the undersigned duly authorized representative of ESCO certifies that ESCO shall comply with the above recycled products provision.

**29. SECTION 29: RESERVED**

**ENERGY SAVINGS PERFORMANCE CONTRACT**  
**DIVISION 2 – PHASE 1, PART A: TECHNICAL ENERGY AUDIT**

1. COMMENCEMENT DATE: As provided in Section 4.2 of Division 1 of this Contract, the Phase 1, Part A Technical Energy Audit shall commence on the date Owner issues a Notice to Proceed for Phase 1.
30. SUBSTANTIAL COMPLETION (DELIVERY OF TECHNICAL ENERGY AUDIT DUE): ESCO shall perform the Technical Energy Audit in accordance with the Statement of Work described at Section 6 below. ESCO agrees to complete and present to Owner a final Audit, Part A within 120 business days from Owner's issuance of the Notice to Proceed for Phase 1.
31. RESERVED.
32. CONTRACT DOCUMENTS. For the purposes of the contractual obligations set forth in this Division 2, all of the Contract Documents described in Section 2 of Division 1 are hereby incorporated by this reference.
33. COMPENSATION
  - 33.1. The following terms provide the basis upon which Owner will pay to ESCO a fixed fee ("Audit, Part A Fee") for ESCO's delivery of a satisfactory Audit, Part A. The sum, not to exceed \$32,340 will be due to ESCO from Owner, subject to the remaining provisions of this Section 5.
  - 33.2. Reserved.
  - 33.3. Owner reserves the right to terminate this Contract for convenience. Should Owner, during the performance of the Audit, Part A, terminate this Contract for convenience by providing written notice thereof to ESCO, Owner shall pay to ESCO a percentage, equal to the percentage of the completion of the Statement of Work (Section 6 of this Division 2) that is accepted by Owner, of the Audit, Part A Fee.
  - 33.4. The termination rights and remedies in this Section 5 are in addition to those provided in the Standard Terms and Conditions of this Contract.
34. STATEMENT OF WORK. ESCO agrees that the Audit, Part A shall include all items of energy related services or Work (described as "Energy Efficiency Measures" or "EEMs") and related non-energy services or Work set forth in Technical Energy Audit (TEA) and Project Development Plan (PDP) Fee Proposal for April 2, 2020 (aka. Energy Audit Fee Proposal), which services or Work shall form the basis of the Statement of Work related to the Project Development Plan and Phases II and III of this Contract. The Audit, Part A shall also include the following items of services/Work:
  - 34.1. ESCO shall establish allowable cost and savings factors for energy related services/ Work for consideration by Owner as follows:
    - 34.1.1. Savings estimates may include as mutually agreed to between Owner and ESCO:
      - 34.1.1.1. Energy, water and operational savings.
      - 34.1.1.2. Savings resulting from fuel switching.
      - 34.1.1.3. Outside labor cost savings, including maintenance contracts.
      - 34.1.1.4. Other out-of-pocket cash savings identified by ESCO and specifically approved by Owner.
      - 34.1.1.5. Owner material/ commodity savings, including scheduled replacement of parts.

- 34.1.1.6. Owner in-house labor costs.
- 34.1.1.7. Maintenance savings.
- 34.1.1.8. Owner deferred maintenance cost.

- 34.2. ESCO shall collect data and background information from Owner concerning Facility operation and energy use for the most recent two years prior to the Commencement Date of this Contract. Data collection shall include without limitation, the following:
- Facility area (square footage)
  - Construction date of Facility and major additions thereto
  - Utility company invoices
  - Occupancy and usage information
  - Description of all energy-consuming or energy-saving equipment used in the Facility, as available
  - Description of energy management procedures utilized in the Facility
  - Description of any energy-related improvements made or currently being implemented
  - Description of any changes in structure of the Facility or energy-using or water-using equipment
  - Description of future plans regarding Facility modifications or equipment modifications and replacements
  - Plans and Specifications, as available (may include mechanical, plumbing, electrical, building automation and temperature controls, structural, architectural, modifications, and remodel Plans and Specifications related to the Facility.)
  - Original construction submittals, shop drawings, balancing reports, commissioning reports, and factory data (Specifications, pump curves, etc.), as available
  - Operating engineer logs, maintenance work orders, etc., as available
  - Records of maintenance expenditures on energy-using equipment, including service contracts, as available
  - Prior energy audits or studies
- 34.3. Owner agrees to furnish ESCO, upon request, accurate and complete data and information, to the extent reasonably available. Where information is not available from Owner, ESCO shall collect such information through the Facility inspection, staff interviews, and utility company interviews. ESCO agrees to work diligently to assess the validity of the information provided and to confirm or correct the information as needed.
- 34.4. ESCO shall perform an inspection survey of the Facility that shall include the following:
- 34.4.1. Interviews with the Facility manager, maintenance staff or others regarding:
- Facility operation, including energy management procedures
  - Equipment maintenance program and problems
  - Comfort problems and requirements
  - Equipment reliability
  - Projected equipment needs
  - Occupancy and use schedules for the Facility and specific equipment
  - Facility improvements, past and planned
- 34.4.2. Inspections of the major energy-using equipment at the Facility, including equipment related to:
- Lighting (indoor and outdoor)
  - Heating and heat distribution systems
  - Cooling systems

- Automatic temperature control systems
  - Air distribution systems
  - Outdoor ventilation systems
  - Exhaust systems
  - Hot water systems
  - Electric motors, transmission and drive systems
  - Special systems (computer equipment, etc.)
  - Other energy using systems
  - Water consuming systems (cooling towers, restroom fixtures, water fountains, etc.)
- 34.4.3. Performance of surveys outside of normal business hours, including "late-night" or weekend surveys if ESCO deems them necessary (but only with the approval and escort of Owner).
- 34.4.4. Diligent performance of the services under this Section 6.4 to assess the validity of information provided and to confirm or correct the information as needed.
- 34.4.5. Owner will allow ESCO reasonable access to Facility staff to ensure understanding of existing systems.
- 34.5. ESCO shall establish base year consumption and end use consumption estimates. In completing these services, ESCO shall perform the following tasks:
- 34.5.1. Examine utility bills for the past 24 months and establish base year consumption for electricity, gas, water, etc. in terms of energy units (kWh, kW, ccf, therms, gallons, or other units used in bills) and in terms of dollars. Describe the process used to determine the base year (averaging, selecting most representative contiguous 12 months, etc.). Consult with Facility personnel to account for and compensate for any anomalous billings that could skew the base year numbers;
- 
- 34.6. ESCO shall analyze each EEM as follows:
- 34.6.1. ESCO shall consider technologies in a comprehensive manner, including, but not limited to: lighting systems; heating, ventilating, air conditioning equipment, and distribution systems; controls systems; renewable energy systems; building envelope; motors; kitchen equipment; pools; or other special equipment.
- 34.6.2. For each EEM, ESCO shall use its best judgment regarding the employment of instrumentation and recording duration so as to achieve an accurate and faithful characterization of energy use.
- 34.7. ESCO shall prepare a preliminary analysis of potential EEMs as follows:
- 34.7.1. ESCO shall identify EEMs which appear in the judgment of ESCO to be cost effective and therefore warrant detailed analysis.
- 34.7.2. For each EEM, ESCO shall prepare a preliminary estimate of energy cost savings including a description of analysis methodology, supporting calculations and assumptions used to estimate savings. ESCO shall use current energy costs and those expected in five years to provide a range of potential energy savings.
- 34.7.3. Where loading or usage are highly uncertain, including variable loads such as cooling, ESCO shall use its best judgment or take direction from Owner to use spot measurements or short-term monitoring.
- 34.7.4. ESCO shall identify EEMs that ESCO evaluated but does not recommend and shall explain the basis for rejecting these measures.



34.7.5. Potential EEMs shall address the following:

- Comfort and maintenance issues
- Energy use, loads, proper sizing, efficiencies and hours of operation
- Current operating condition
- Remaining useful life of equipment to be replaced
- Implications of system replacement
- Hazardous materials and other environmental concerns associated with EEMs
- Owner's future plans for equipment replacement or Facility renovations
- Facility operation and maintenance procedures that could be affected.

34.8. ESCO shall prepare a summary including the following:

- Information from Owner contacts.
- Summary table of recommended EEMs, with the estimated design and construction costs for each EEM, annual maintenance costs, the first year cost avoidance (in dollars and energy units), and annual energy savings.
- Summary of annual retrofit energy use and costs related to base year use and costs.
- Calculation of annual savings expected if all recommended EEMs are implemented at current energy rates and those expected in five years.
- General description of the existing Facility and its mechanical and electrical systems.
- Discussion of EEMs considered but not investigated in detail.
- Preliminary analysis of applicable regulations including a code analysis as they pertain to the EEMs.
- Complete appendices including identification of data used to prepare analyses and data collection methods.
- Proposed Project schedule showing significant milestones.
- Conclusions and recommendations.

34.9. ESCO shall provide a written description of each recommended EEM including:

34.9.1. General description.

34.9.2. Existing conditions.

34.9.3. Recommendations. Include a discussion of Facility operations and maintenance implications of EEM installation/implementation.

34.9.4. Base year consumption and a description of how it was established.

34.9.5. Savings calculations

34.9.5.1. Base year energy use and cost.

34.9.5.2. Post-retrofit energy use and cost.

34.9.5.3. Savings estimates including analysis methodology, supporting calculations and assumptions used.

34.9.5.4. Savings estimates must be limited to savings allowed by Owner as described above.

34.9.5.5. Percent cost-avoidance projected.

34.9.5.6. Describe impact of energy rate increases (those expected in five years).

34.9.5.7. Explanation of how savings duplication or interaction between retrofit options is avoided.

34.9.5.8. Operational savings, including calculations and descriptions.

34.9.5.9. A computer simulation shall not be used as part of the Audit, Part A. It may be used as part of the Project Development Plan if requested by Owner or recommended by ESCO.

- 34.9.5.10. Calculations, formulas, assumptions and key data shall be stated.
- 34.9.5.11. Preliminary measurement and verification plan, which shall describe how each EEM is to be measured and verified (e.g., stipulated by contract, utility bill analysis, end-use measurement and calculation, etc.).
- 34.10. Reserved.
- 34.11. ESCO shall develop recommendations, estimated costs and/or cost reductions, and considerations for incorporating sustainable practices into the Project. Such practices may include the following:
- Construction debris reuse and/or recycling
  - Purchasing products that are made from environmentally attractive materials, are available locally, reduce environmental impacts during construction and building operation, and that contribute to a safe, healthy indoor environment.
- 34.12. ESCO shall meet with Owner to:
- 34.12.1. Review the energy related services/ Work proposed in Section 6.8, and assemble a package of options compatible with Owner's budget and to establish Facility improvement goals to be carried forward into the Project Development Plan;
- 34.12.2. Review the non-energy related services/Work and describe a package compatible with Owner's budget and Facility improvement goals.
- 34.12.3. ESCO shall record revisions to the Audit, Part A as requested and approved by Owner. These revisions will be retained for use in the Project Development Plan.
- 34.13. Describe the interrelationship of the energy and non-energy related services/ Work in the Project.
- 34.14. ESCO shall prepare a project cost estimate based on Owner-selected energy and non-energy related services/ Work. This estimate shall be done in a format agreed upon by ESCO and Owner. The estimate shall include but not be limited to the following:
- 34.14.1. Contract Price including the following:
- 34.14.1.1. Guarantee Maximum Price comprised of the following items:
    - 34.14.1.1.1. The Cost of the Work
    - 34.14.1.1.2. Performance bond and payment bond costs
    - 34.14.1.1.3. A not to exceed contingency
  - 34.14.1.2. Audit and development fee comprised of the Audit, Part A Fee and the Project Development Plan Fee
  - 34.14.1.3. Design fee
  - 34.14.1.4. Project management/ Construction management costs
  - 34.14.1.5. ESCO overhead and profit
  - 34.14.1.6. Systems Start-up and Commissioning Fee
  - 34.14.1.7. Training Services Fee
  - 34.14.1.8. Measurement and Verification Services Fee
  - 34.14.1.9. Energy Cost Savings Guarantee Fee
- 34.15. ESCO and Owner must negotiate all markups and costs prior to proceeding with Phase II of the Contract.

ESCO:

Signature

By

**Ron Haxton**

Title

**Vice President, Northwest Region**

Date

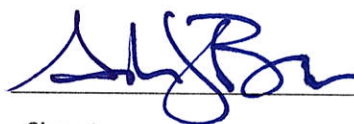
Federal I.D.

#:

**04-3512838**

OWNER

:



Signature

By

**Adam Brown**

Title

**City Manager**

Date

**4-29-20**



**ENERGY SAVINGS PERFORMANCE CONTRACT**  
**DIVISION 3 – PHASE 1, PART B: PROJECT DEVELOPMENT PLAN**

1. COMMENCEMENT DATE: As provided in Section 4.2 of Division 1 of this Contract, the Project Development Plan shall commence on the date Owner issues a Notice to Proceed for this Project Development Plan.
35. SUBSTANTIAL COMPLETION (DELIVERY OF PROJECT DEVELOPMENT PLAN): ESCO shall perform and provide the Project Development Plan contemplated by this Division 3 of the Contract in accordance with the Statement of Work described at Section 6 below. ESCO agrees to complete and present to Owner a final Project Development Plan within 120 business days from Owner's issuance of the Notice to Proceed for this Phase of this Contract.
36. RESERVED.
37. CONTRACT DOCUMENTS. For the purposes of the contractual obligations set forth in this Division 3, all of the Contract Documents described at Section 2 of Division 1 are hereby incorporated by this reference.
38. COMPENSATION
  - 38.1. The following terms provide the basis upon which Owner will pay to ESCO a fixed fee ("Project Development Plan Fee") for ESCO's delivery of a satisfactory Project Development Plan: The sum of **\$3,000** will be due to ESCO from Owner, subject to the terms of this Section 5 and the other provisions of this Contract. If at the time Owner and ESCO enter into this Contract they are unable to determine or agree to the amount of the Project Development Plan Fee, they agree to negotiate in good faith and use their best efforts to agree on the amount of the Project Development Plan Fee during or after the Audit, Part A and the Project Development Plan Fee shall be added by amendment to this Contract.
  - 38.2. Reserved.
  - 38.3. Owner reserves the right to terminate this Contract for convenience. Should Owner, during the performance of the Project Development Plan, terminate this Contract for convenience by providing written notice thereof to ESCO, Owner shall pay to ESCO a percentage, equal to the percentage of the completion of the Statement of Work (Section 6 of this Division 3) that is accepted by Owner, of the Project Development Plan Fee.
  - 38.4. Should ESCO determine at any time during the performance of the Project Development Plan that sufficient savings cannot be attained to meet Owner's terms as set forth in the RFP and this Contract, ESCO may terminate this Contract by written notice to Owner. In this event Owner shall have no obligation to pay, in whole or in part, the Project Development Plan Fee, any amount for the Design and Construction Contract, any amount for Phase III of the Project, or any other amount due under this Contract unless Owner is obligated to pay part or all of the Audit, Part A Fee.
  - 38.5. The termination rights and remedies in this Section 5 are in addition to those provided in the Standard Terms and Conditions of this Contract.
39. STATEMENT OF WORK/ PROJECT DEVELOPMENT PLAN. Based on the Energy and Non-Energy-related work selected by Owner from the Audit, Part A, ESCO shall prepare a Project Development Plan that shall include the following: concept design development documents as necessary unless otherwise specified; final Schedules 1 through 6 (described more particularly below), and draft Schedules 7 through 10 for the Design and Construction Contract. Documents shall reflect consideration of the availability of materials, equipment and labor, construction sequencing and scheduling, acknowledging the requirement that the work be

accomplished after normal working hours, economic analysis of construction and operations, Owner's safety and maintenance requirements, and sustainability in design and construction practices. The Project Development Plan shall be the basis for the Statement of Work for Phases II and III of this Contract and Project.

39.1. Design development documents shall include:

- 39.1.1. Floor plans of all spaces to receive new equipment.
- 39.1.2. Key plans showing the location in the building of relevant spaces.
- 39.1.3. Identification of all fixed equipment to be installed under this Contract and the Design and Construction Contract.
- 39.1.4. Legend showing all symbols used on the drawings.
- 39.1.5. Outline specifications, catalog cuts and samples of specified items.
- 39.1.6. Reflected ceiling development including ceiling grid and all devices that penetrate ceiling (i.e., light fixtures, sprinkler heads, ceiling register or diffusers, etc.).
- 39.1.7. Analysis of applicable regulations including a code analysis as they pertain to the Project.
- 39.1.8. During design development, ESCO shall identify issues within their control as designers, specifiers, and constructors that involve "Sustainability" ("Sustainability" means using, developing and protecting resources at a rate and in a manner that enables people to meet their current needs and also provides that future generations can meet their own needs). Sustainability requires simultaneously meeting environmental, economic and community needs). These issues shall be discussed with Owner and decisions shall be made based on the best Sustainability practices and cost-effectiveness. Sustainability issues include analyzing alternative materials and building components to determine which are the most sustainable..
- 39.1.9. Design development documents shall include electronic data of the floor plans, key plans, legends and anything that is drawn that can be used for future "As-Built" Plans.

39.2. ESCO shall prepare the following final documents in anticipation of Phases II and III of this Contract:

- Schedule 1** Equipment to be installed by ESCO
- Schedule 2** Calculation of Energy Cost Savings Guarantee
- Schedule 3** Compensation to ESCO, including Guaranteed Maximum Price ("GMP")
- Schedule 4** Baseline Energy Consumption
- Schedule 5** Savings Calculation Formulae; Methodology to Adjust Baseline
- Schedule 6** Measurement and Verification Plan and Guaranteed Savings Contract Provisions (to be included in the Design and Construction Contract)

39.3. ESCO shall prepare a draft of the following documents in anticipation of Phases II and III of this Contract:

- Schedule 7** Systems Start-Up and Commissioning; Operating Parameters of Installed Equipment
- Schedule 8** ESCO's Training Responsibilities
- Schedule 9** Owner's Maintenance Responsibilities
- Schedule 10** Facility Maintenance Checklists

39.4. ESCO shall meet with Owner to:

- 39.4.1. Review the design development documents for energy and non-energy related work to ensure that design and resulting project cost is compatible with Owner's investment and Facility improvement goals.



- 39.4.2. Review Schedules 1 through 6. ESCO is required to provide final versions of Schedules 1 through 6; however, ESCO shall provide proposed Schedules 1 through 6 for review by Owner, and ESCO shall then revise Schedules 1 through 6 as required by Owner or as negotiated between Owner and ESCO to arrive at final versions of Schedules 1 through 6 acceptable to Owner, as part of the Project Development Plan. More than one version of one or more of these Schedules may be necessary in arriving at accepted final versions. These Schedules must fully address and include their respective subject matters, terms and provisions as identified in their titles and in the RFP. Schedule 6 (the Measurement and Verification Plan and Guarantee Savings Contract Provisions to be included in the Design and Construction Contract) must address and include those matters, terms and conditions as noted above and must be agreed to and finalized as part of the Project Development Plan under this Division 3 of this Contract so that those terms and provisions can be included or incorporated in the Design & Construction Contract at or before its execution.
- 39.4.3. Review draft Schedules 7 through 10. ESCO is required to provide drafts of Schedules 7 through 10, which shall fully address and include their respective subject matters, terms and provisions as identified in their titles and in the RFP. ESCO shall revise these Schedules as required by Owner or as negotiated between Owner and ESCO to arrive at drafts of these Schedules that are acceptable to Owner as part of the Project Development Plan under this Division 3 of this Contract. Schedules 7 through 10 will be finalized as part of Phase II.
- 39.5. ESCO shall record revisions to Project Development Plan requested by Owner.

#### 40. COMPLETION OF SCHEDULE 3

As part of the Project Development Plan, ESCO shall complete Schedule 3, which shall include the establishment of the Contract Price for the remaining design services, project management services, construction management/construction administration services and construction services and work to implement and complete the Project, and that Contract Price is to be made up of the following components:

- 40.1. The GMP for the construction services and work for the Project shall be a firm fixed price in an amount to be established during the completion of the Project Development Plan, and shall include the following items:
- 40.1.1. Cost of the Work. The "Cost of the Work", as that term is defined in Section 11 of the Design and Construction Contract, shall be included in the GMP.
- 40.1.2. Bonding.
- 40.1.3. Not to Exceed Contingency. The GMP is based on incomplete design documents. In developing the GMP, ESCO shall identify and include such contingencies as may be necessary to pay for unforeseen elements that are required for a complete, fully functional facility. The GMP includes a not to exceed contingency amount, in an amount to be determined, which is available for ESCO's exclusive use for cost that are incurred in performing the construction Work that are not included in a specific line item or the basis for a change order under the Contract Documents (the "Contingency"). By way of example, and not as a limitation, such costs include trade buy-out differentials, overtime, acceleration, costs in correcting defective, damaged or nonconforming Work, design errors or omissions and subcontractor defaults. The Contingency is not available to Owner for its use in completion of the Project, including changes in the scope of the Project or any other item which would enable ESCO to increase the GMP under the Contract Documents. ESCO shall provide Owner with notice of all anticipated changes against the Contingency, consistent with the terms of the Design and Construction Contract. In the event that a

portion of the Contingency is not utilized by ESCO during completion of the Project, that savings shall accrue to Owner consistent with Section 7.1.7.

- 40.1.4. Acceptance of GMP. Owner's written approval of the Project Development Plan provided by ESCO under this Contract, and Owner's full execution of the Phase II Design and Construction Contract will signify the formal acceptance of the GMP by Owner. The full performance and payment security required by the RFP, the General Conditions, and the Design and Construction Contract shall be equal to the GMP.
- 40.1.5. Failure to Furnish an Acceptable GMP. If ESCO is unable to furnish a GMP within Owner's budget, or if Owner determines at any time in its sole discretion, that the Parties may fail to reach a timely agreement on a GMP acceptable to Owner, Owner may terminate this Contract. ESCO specifically agrees that Owner shall not be liable for any damages whether actual, consequential or otherwise for termination of this Contract under this provision. Provided, however, that if not already paid, Owner will pay ESCO the Audit, Part A Fee and the Project Development Plan Fee if it is due and owing.
- 40.1.6. Following Acceptance of GMP. Upon acceptance of the GMP by Owner, Owner and ESCO shall enter into the Design and Construction Contract. The full performance and payment security required by the RFP, the General Conditions and the Design and Construction Contract shall be increased as needed to include any additive amendments to the GMP.
- 40.1.7. Owner Savings. If the actual and final Cost of the Work plus the Contingency and Bond is less than the Guaranteed Maximum Price For Construction Work, as may be amended, the difference shall accrue to Owner.
- 40.2. Audit and Development Fee. A fixed fee in the aggregate amount of the Audit, Part A Fee and the Project Development Fee for completing the TEA and PDP in Phase 1, Parts A and B respectively.
- 40.3. The "Design Fee" for preparation of Construction Documents shall be a firm fixed price, in an amount to be established in the Project Development Plan, to provide those services defined in Section 5.3 of the Design and Construction Contract.
- 40.4. Project Management/ Construction Management/ Construction Administration Services. All project management/ construction management/ construction administration services for the Project shall be included.
- 40.5. ESCO's Fee. ESCO's fee ("Overhead and Profit") shall be included as a percentage (%) of the Cost of the Work as described in Section 11 of the Design and Construction Contract.
- 40.6. The "Systems Start-up and Commissioning Fee" shall be a firm fixed price, in an amount to be established in the Project Development Plan, to provide those services as agreed upon by ESCO and Owner, based on the Proposal presented by ESCO in the Project Development Plan.
- 40.7. The "Training of Owner's Operations & Maintenance Personnel Fee" shall be a firm fixed price, in an amount to be established in the Project Development Plan, to provide those services as agreed upon by ESCO and Owner, based on the Proposal presented by ESCO in the Project Development Plan.
- 40.8. The "Measurement and Verification Services ("M & V") Fee" shall be an annual price, in an amount to be established in the Project Development Plan, to be paid upon completion of the M & V annual report as agreed upon by ESCO and Owner, based on the proposal presented by ESCO in the Project

Development Plan. The M & V services shall run parallel with the Energy Savings Guarantee provisions of the Design and Construction Contract and shall end when those Energy Savings Guarantee provisions end.

40.9. The "Energy Savings Guarantee Contract Fee" shall be an annual price, in an amount to be established in the Project Development Plan, to be paid upon ESCO's substantiation that the guaranteed savings have been achieved in the preceding 12 month period by ESCO'S Measurement and Verification services. The energy savings contract provisions shall be as agreed upon by ESCO and Owner in the final Schedule 6 (as provided in Section 6.4.2 of this Division 3) and included in the Design and Construction Contract.

40.9.1. If, at the end of each 12 month period, the guaranteed savings have not been achieved, ESCO shall pay to Owner the difference between the actual amount saved and the guaranteed amount.

40.9.2. The term of these energy savings contract provisions of the Design and Construction Contract shall be 1 year, unless terminated by Owner before that time or extended for consecutive annual savings terms up to the financing term of the project. The Owner may terminate the Design and Construction Contract (as to these energy savings contract provisions) at any time. If cancellation occurs, Owner is responsible for payment to ESCO for the work completed.

ESCO:



Signature

By

**Ron Haxton**

Title

**Vice President, Northwest Region**

Date

**4/30/2020**

Federal I.D.

#:

**04-3512838**

OWNER



Signature

By

**Adam Brown**

Title

**City Manager**

Date

**4-29-20**





**AGENDA REPORT  
NEW BUSINESS  
September 14, 2021**

To: Mayor and City Council

FROM: Paul Woods, City Engineer

THROUGH: Adam J. Brown, City Manager

SUBJECT: **CONTRACT AWARD: TO CK3, LLC FOR ENGINEERING DESIGN OF WATER AND SEWER LINE EXTENSIONS TO SUPPORT AIRPORT ECONOMIC DEVELOPMENT**

DATE: August 12, 2021

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**PROPOSED MOTION:**

**I MOVE THE CITY COUNCIL AWARD AN ENGINEERING DESIGN CONTRACT IN THE AMOUNT OF \$65,940 TO CK3 FOR WATER AND SEWER LINE EXTENSIONS IN THE VICINITY OF THE AIRPORT AND AUTHORIZE THE CITY MANAGER TO SIGN THE CONTRACT.**

**SUMMARY:**

Water and sewer line extensions are needed on the city's airport property to serve new lessees. The proposal is for engineering services to design the necessary water and sewer line extensions.

**BACKGROUND:**

The city's airport property includes land the city is able to lease out for commercial activities.

**CURRENT SITUATION:**

Water and sewer line extensions are needed on the city's airport property to serve new lessees. The proposal is for engineering services to design the necessary water and sewer line extensions.

**ANALYSIS:**

- A. **STRATEGIC PLAN** The proposal is consistent with the city's Strategic Plan of promoting economic development.
- B. **FINANCIAL** Funding for the engineering work will come from the budgeted \$250,000 within the Utility Capitalization Fee Department.
- C. **TIMING** In order to meet economic development interests, time is of the essence.



D. **POLICY/LEGAL** None.

**ALTERNATIVES:**

The City Council can reject the proposal and work on extending water and sewer to potential lessees will not move forward.

**RECOMMENDATION:**

Staff recommends approving the engineering contract to CK3 to support water and sewer line extensions at the airport.

**ATTACHMENTS:**

1. CK3 Proposal for Engineering around Airport for Water-Sewer

City of Ontario Oregon

*SUB TASK AUTHORIZATION (reference and made a part of "Master Service Agreement")*

*Exhibit 1 - Work Authorization*

Consultant: CK3, LLC  
368 SW 5th Ave  
Ontario OR 97914

Master Services Subcontract Agreement Dated 10/11/2018  
Sub Task Authorization Date \_\_\_\_\_  
Sub Task Authorization No. 8  
Project No. \_\_\_\_\_  
PO No. \_\_\_\_\_

Project Name ONTARIO AIRPORT SEWER AND WATER EXTENTION

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 \$65,940.00  
Engineering Task 2 \$T&M/TBD

The maximum compensation for the Work as defined with Exhibit "1" scope of work shall not exceed \$65,940.00 for Engineering & Surveying 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 LANCIE K. J. [Signature]  
Title MEMBER  
Date 8/27/2021

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 and Surveying services for the project: Civil Engineering Plans and Plan Specification to support the sewer and water mainline design, for the project at the Ontario. The design will be delivered to the City in paper, PDF and CAD, the signed and sealed version will be paramount.

### **Engineering & Surveying Task 1:**

#### **Engineering:**

- a. Perform pre-engineering site visit to examine the existing facilities and site conditions.
- b. Review topographic survey information to determine alignment layout, work with City on alignment locations.
- c. Review existing utilities and determine condition to provide recommendation of extension and size of utility extensions before final design.
- d. Based on flow and water demand provided by the City, code requirements, and design standards affecting the project provide design standard recommendation for utility extension of sewer and water in the attached project area. (See Exhibit "A")
- e. Provide a general planning layout sheet showing the location of the proposed sewer lift, sewer line and water line loop (See Exhibit "A"). City to provide base alignment location and general lift station location based on CK3 topo data.
- f. Provide Construction drawings and specification on the plan sheets showing the water and sewer extensions at 75% complete for City of Ontario approval.
- g. Prepare and Stamp Construction drawings and specification on the plan sheets for Sewer and water extensions as shown in the attached exhibit.

#### **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 conversion datum will be provided to NAVD 88 datum.
- d. General alignment/strip map topographical surveying for utility design, along with all visible surface features, utility locates and manholes and 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, to comply with ORS 209 for future construction activities. (see notes)

### **Engineering Task 2:**

- a. Construction Support as requested and authorized by the City. Bid Documents and Specification as requested by the City.

### **Notes:**

**Engineering:** The scope of work includes providing full sewer and water main line design and plan sheet specifications, it does not include a separate specification booklet or bid documents beyond the plan sheets. It is assumed that the City and other design professionals will provide alignment data based on planning already performed by the city and other design professionals, as shown on exhibit "A". The design work is limited to sewer and water mainline design and showing (no design) a fiber optics line installed to a common mainline trench as directed by the City.

**Survey:** The scope of work includes providing full topographical data within the utility alignment corridor, if additional areas are required due to alignment changes, additional costs will need to be negotiated. Survey monuments will be tied and shown,



# Untitled Map

Write a description for your map.

## EXHIBIT "A" (pg 1)

### Legend

FIBER LINE IN TRENCH

DESIGN WATER LINE LOOP  
BASED ON CITY PROVIDED  
LAYOUT

DESIGN SEWER EXTENSION  
MINIMUM DEPTHS / DEAD END  
LINE BASED ON CITY  
PROVIDED LAYOUT. DESIGN  
WATER LINE LOOP

Google Earth

© 2021 Google

700 ft





# EXHIBIT "A" (pg 2)



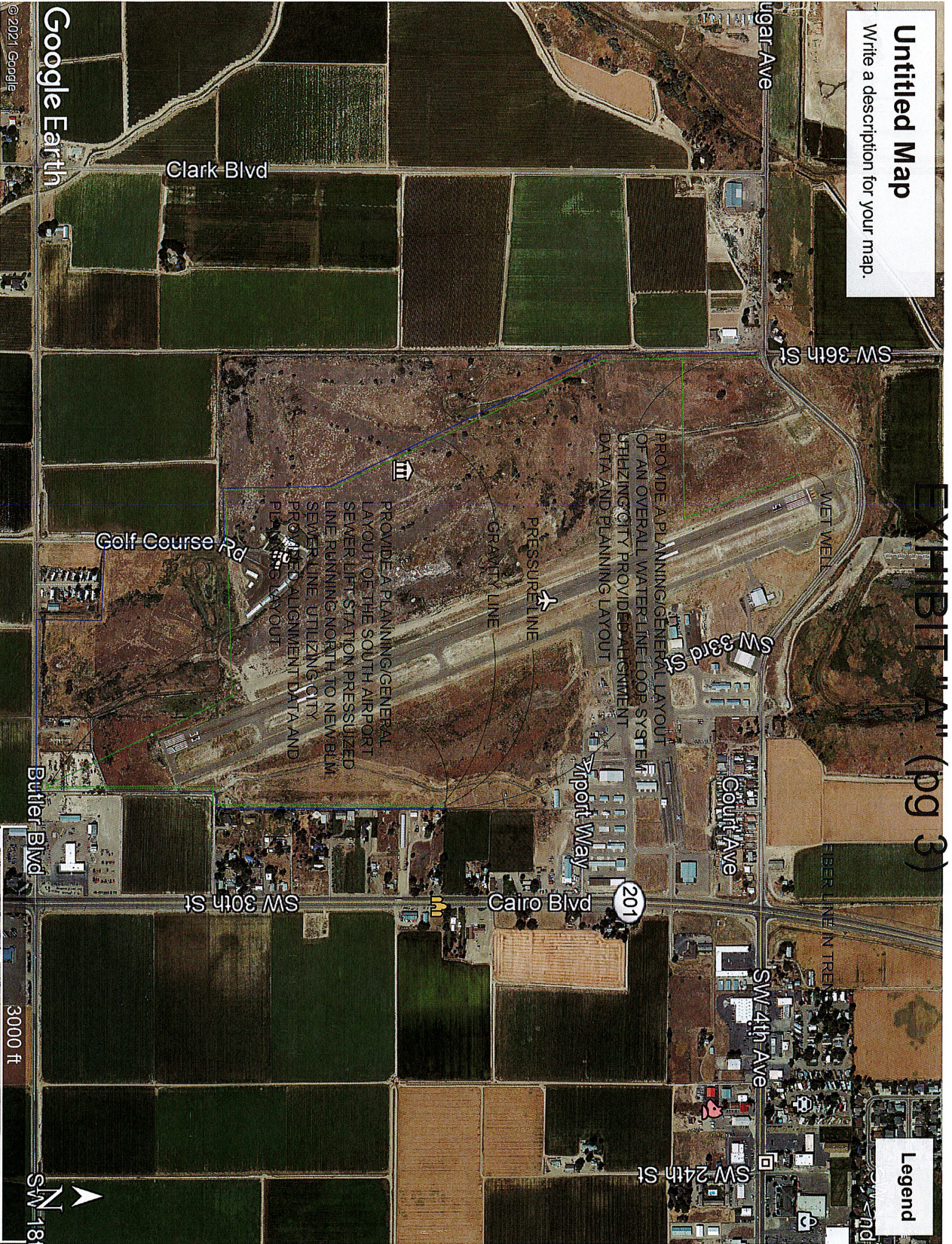


# Untitled Map

Write a description for your map.

EXHIBIT "A" (pg 3)

## Legend







**AGENDA REPORT  
PUBLIC HEARING  
September 14, 2021**

To: Mayor and City Council

FROM: Dan Cummings, Community Development Director

THROUGH: Adam J. Brown, City Manager

SUBJECT: **ORDINANCE #2793-2021 - PLANNING ACTION 2021-03-13AZ: A REQUEST BY PAUL AND STACEY GEHRMAN FOR THE ANNEXATION AND REZONE OF PROPERTY FROM URBAN GROWTH AREA RESIDENTIAL (UGA-R) TO CITY SINGLE FAMILY RESIDENTIAL (RS-50) TO ALLOW CONNECTION TO CITY SERVICES, AND WITHDRAWING SAID TERRITORY FROM THE ONTARIO RURAL FIRE PROTECTION DISTRICT #7-302, AND THE ONTARIO RURAL ROAD ASSESSMENT DISTRICT NO. 3**

DATE: September 8, 2021

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**PROPOSED MOTION:**

**A. APPROVAL:**

1. I MOVE THAT THE CITY COUNCIL APPROVE THE FINDING OF FACTS FOR THE ANNEXATION AND REZONE OF THE SUBJECT PROPERTY FROM URBAN GROWTH AREA RESIDENTIAL (UGA-R) TO CITY SINGLE FAMILY RESIDENTIAL (RS-50) , AS SET FORTH IN ACTION 2021-03-13AZ BASED ON THE INFORMATION, FINDINGS AND CONCLUSIONS SET FORTH IN SECTIONS I THROUGH IV OF THIS REPORT AS APPROVED AND RECOMMENDED BY THE ONTARIO PLANNING COMMISSION.

2. I MOVE THAT THE CITY COUNCIL APPROVE ORDINANCE #2793-2021 AN ORDINANCE PROCLAIMING THE ANNEXATION AND REZONING OF CERTAIN TERRITORY TO THE CITY OF ONTARIO, BEING A PARCEL WITHIN THE NW1/4 SW1/4 SECTION 5, TOWNSHIP 18 SOUTH RANGE 47 EAST, W.M.; AND WITHDRAWING SAID TERRITORY FROM THE ONTARIO RURAL FIRE PROTECTION DISTRICT 7-302 AND THE ONTARIO RURAL ROAD ASSESSMENT DISTRICT NO. 3. ON FIRST READING BY TITLE ONLY.

**IF UNANIMOUS APPROVAL:**

3. I MOVE THE CITY COUNCIL WAIVE A SECOND READING OF ORDINANCE #2793-2021 AN ORDINANCE PROCLAIMING THE ANNEXATION AND REZONING OF CERTAIN TERRITORY TO THE CITY OF ONTARIO, BEING A PARCEL WITHIN THE NW1/4 SW1/4 SECTION 5, TOWNSHIP 18 SOUTH RANGE 47 EAST, W.M.; AND WITHDRAWING SAID TERRITORY FROM THE ONTARIO RURAL FIRE PROTECTION DISTRICT 7-302 AND THE ONTARIO RURAL ROAD ASSESSMENT DISTRICT NO. 3.

**B. DENIAL:**

1. I MOVE THAT THE REQUEST FOR REZONE OF THE SUBJECT PROPERTY FROM URBAN GROWTH AREA RESIDENTIAL (UGA-R) TO CITY SINGLE FAMILY RESIDENTIAL (RS-50), AS SET FORTH IN ACTION 2021-03-13AZ BE DENIED BY THE CITY COUNCIL, BASED ON THE INFORMATION, FINDINGS AND CONCLUSIONS SET FORTH (NEED TO ESTABLISH FINDINGS FOR DENIAL).

## **SUMMARY:**

The applicant owns a parcel of land, known as 18S4705DB, tax lots 2000, 2100, 2102 and 2300. The applicants wish to annex and rezone the property into the city to connect to city sanitary sewer and water due to a failed septic system. The subject property is within 300 feet of the city sanitary sewer system and therefore under state regulations they are not allowed to repair their Septic system and therefore must annex to connect to city services. This application, if approved, will result in the annexation of 2.72 acres, plus the right of way for NW 4th Avenue, adjacent to the lands, into the city and a rezone of the property from Urban Growth Area Residential (UGA-R) to City Single Family Residential (RS-50).

## **BACKGROUND:**

This request for annexation and rezone needs a recommendation for approval or rejection from the Planning Commission to the City Council. The Ontario Municipal Code (OMC) designates the Planning Commission as the decision-making body for a request for rezone, without City Council participation. The OMC designates the City Council as the decision-making body for a request for annexation, without Planning Commission participation. State law requires an ordinance be adopted by the local governing body to accomplish a rezone. The city's governing body is the City Council, and they are the only body that may adopt an Ordinance; therefore, a request for rezone should go before the Council for a final decision. Staff feels that the best procedure is consistency with state law; therefore, this matter needs a recommendation from the Planning Commission, and then will be forwarded to the City Council for their decision.

There have been no recent Planning Commission actions on this property in the past 20 plus years that could be found in the planning records other than a city-wide Comprehensive Plan update in 2007.

## **CURRENT SITUATION:**

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

### **A. Rezone**

1. Section 10B-20-30 REQUIRED FINDINGS, DECISION CRITERIA. In preparing findings to support a quasi-judicial zoning map amendment decision, the following findings shall be addressed except when alternatives are set forth or where a required finding clearly does not apply to the current action:

- a. The zoning map amendment is in conformance with statewide planning goals and guidelines.
- b. The zoning map amendment is in conformity with the acknowledged comprehensive plan.
- c. The applicant has demonstrated a mistake or error in the original zone designation, or the applicant has demonstrated a change in physical, social or market conditions generally affecting the area which make the proposed change appropriate.
- d. A public need is demonstrated for this zoning at this location and is not the granting of a special privilege for a single property or small group of properties.
- e. The property affected by the change is adequate in size and shape to facilitate its use and development as permitted under the new zoning classification.
- f. The property affected by the proposed change of zone is properly related to streets and public facilities and with services adequate to meet the demands of the uses allowed in the new zone.



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

Findings of fact based on the answers and information given in the application made a part hereof:

1. Explain how the proposed zoning map amendment is in conformance with statewide planning goals and guidelines.

The rezoning is in conformance with the statewide planning goals and the City Comprehensive plan as the existing property is zoned UGA Residential and the proposed zoning is Residential in conformance to the City Comprehensive plan and no changes are being requested.

The City of Ontario Municipal Code Implements policies contained in the City of Ontario Comprehensive Plan, which conforms to the Statewide Planning Goals; if a proposed rezone meets all criteria and standards contained in the OMC, the request will be consistent with Comprehensive Plan Policies and therefore conform to the Statewide Planning Goals. The existing property is zoned UGA Residential and is proposed to be rezoned to City RS-50 Single Family Residential.

2. Explain how the proposed zoning map amendment is in conformance with the Acknowledged Comprehensive Plan.

The rezone is in conformance with the acknowledged plan as the requested rezone is the same as the acknowledge Comprehensive plan, no change is requested.

The subject properties are currently zoned UGA Residential and the request is to rezone to the companion City RS-50(Single Family Residential) Zone that is the same zone as adjacent and nearby properties. The requested zone allows basically the same use as the UGA zone and is reflected in the Comprehensive Plan. No Comprehensive Plan amendment is necessary for this rezone; therefore, the proposal is consistent with, and conforms to, the Comprehensive Plan

3. As applicant, you must explain how there has been a mistake or error in the original zone designation or a change in physical, social or market conditions generally affecting the area, which makes this proposed zone change appropriate.

There is no mistake made, the requested zone is required due to annexation into City Limits and matches the planned zoning as per Comprehensive Plan.

The applicants have requested annexation into the City of Ontario concurrent with the request for rezone; a City Zone must be applied to the property once within City Limits. The existing zone is not a mistake, and there is no need to demonstrate a change in conditions in the surrounding area; the change in zone is necessary and appropriate.

4. As applicant, you must show a public need is demonstrated for this zoning at this location and is not the granting of a special privilege for a single property or small group of properties.

This is not a granting of special privilege as the requested rezone is the same as the Comprehensive Plan and is requested of the annexation of the property into city limits.

This request is legally necessary due to the annexation of the property; granting of this request is not a special privilege and no public need has to be demonstrated. The property is residentially designated under the Comprehensive Plan so a residential zone is the most appropriate for the property.

5. Explain how the property affected by the change, if approved, is adequate in size and shape to facilitate its use and development as permitted under the new zoning classification.

The minimum parcel size in the requested RS-50 zone is 5,000 square feet, the property is 108,464 square feet, more or less. The property exceeds the minimum parcel size and can easily be development into smaller parcels.

6. Explain how the property affected by the proposed change of zone is properly related to streets and other public facilities and with services adequate to meet the demands of the uses allowed in the new zone. This shall explain how this proposal will not absorb a disproportionate share of public facilities, utilities and general assets.

The property fronts onto the city street Dorian Drive and city services are available within the right of way for Dorian Drive and can be extended into the property for connection of the existing home and future development of the property.

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

The zone change will not adversely affect the surrounding area as the current use is the same use as the proposed zone change which is a single-family dwelling.

Uses allowed by the current zone are basically identical to the proposed zone. No significant difference in allowed uses will occur as a result of the rezone. Allowed uses under city residential zone designations are no more likely to produce dust, noise, etc., than those under the UGA residential zone.

Summary Conclusions: Based on the findings above:

a. The City of Ontario Municipal Code Implements policies contained in the City of Ontario Comprehensive Plan, which conforms to the Statewide Planning Goals; generally, if a proposed rezone meets all criteria and standards contained in the OMC, the request will be consistent with Comprehensive Plan Policies and therefore conform to the Statewide Planning Goals. As this proposal meets the criteria in the above section, this proposal is consistent with Statewide Planning Goals. CRITERION IS MET

b. The finding 2 above, show that the request is within goals and conformance of the Acknowledged Comprehensive plan. Therefore, this proposal has demonstrated to be consistent with the Comprehensive Plan. CRITERION IS MET

c. The applicant states in finding 3, that no mistake was made, that the requested zone is required due to annexation into City Limits and matches the planned zoning as per Comprehensive Plan. Therefore, there is no mistake made the findings demonstrates that this criterion is met. CRITERION IS MET

d. The applicant states in finding 4, that request is legally necessary due to the annexation of the property; granting of this request is not a special privilege and no public need has to be demonstrated. The property is residentially designated under the Comprehensive Plan so a residential zone is the most appropriate for the property. CRITERION IS MET

e. As noted in the findings 5, the subject property exceeds the minimum parcel size of the requested zoning and is of adequate size for future development. CRITERION IS MET

f. As noted in the finding 6 above, the property is properly related to streets and public facilities within the public streets and the existing uses and services demonstrate that uses allowed in the proposed zone are provided. CRITERION IS MET

g. The applicant states in the finding 7 above, the zone change will not adversely affect the surrounding area as the current use is the same use as the proposed zone change which is single family dwelling. The permitted uses are related to low volume traffic and uses which do not lend themselves to the creation to significant amounts of noise or other discharges of dust or odor into the air is uncommon in a residential zone. CRITERION IS MET

Conclusion Rezone: ALL CRITERIA ARE MET

## **B. Annexation:**

1. 10B-45-10 INITIATION OF ACTION. When a person, authorized by statute, wishes to extend the city's boundaries, an application on forms supplied by the city shall be filed with the Planning Director and which include: annexation consent forms, by the property owners, and by tenants if required by law or court decision; request for a change in zoning map designation, or plan change if required; request for other quasi-judicial action if required; fees, and other exhibits and requirements for a quasi-judicial action as set forth in this Title. All land use actions associated with the annexation shall be

consolidated, as feasible, and one fee paid.

2. Oregon Revised Statute 222.125: Annexation by consent of all owners of land and majority of electors; proclamation of annexation. The legislative body of a city need not call or hold an election in the city or in any contiguous territory proposed to be annexed or hold the hearing otherwise required under ORS 222.120 when all of the owners of land in that territory and not less than 50 percent of the electors, if any, residing in the territory consent in writing to the annexation of the land in the territory and file a statement of their consent with the legislative body. Upon receiving written consent to annexation by owners and electors under this section, the legislative body of the city, by resolution or ordinance, may set the final boundaries of the area to be annexed by a legal description and proclaim the annexation.

Findings based on the answers and information given in the application made a part hereof:

1. The applicants have paid the fees and provided the proper application with signatures.
2. The property is annexable because it lies inside the Urban Growth Boundary and is contiguous with current city limits.
3. The property is currently zoned for Residential use in the Urban Growth Area; the requested zone, City Single Family Residential (RS-50), is consistent with contiguous property.
4. Findings from preceding sections of this report are herein included by this reference. A change to the comprehensive plan map or text is not necessary to annex the property; however, the annexation of the property must be consistent with all applicable Comprehensive Plan Policies.
5. Annexation would benefit the city by increasing tax revenue, and, by providing more residential lands in a highly developable area.

Conclusion: All criteria and standards applicable to a request for annexation have been met. The property may be annexed.

#### **SUMMARY CONCLUSIONS AND PLANNING COMMISSION DECISION**

A request a rezone of property may be recommended for approval or denial by the Planning Commission to the City Council if all applicable decision criteria and standards are found met, or able to be met through appropriate conditions of approval. In this case, findings must be made by the Planning Commission that the specific criteria are either met, able to be met through conditions of approval, or not met; options and discussion are provided under "Findings:" and "Conclusion:" for each criterion. All the criteria and standards must be met in order for the request to be recommended for approval

On June 14, 2021 the planning Commission made a recommendation to the City Council to approve the findings of facts and approve the annexation and Rezone request.

At a Council meeting on June 15, 2021 the Council hear testimony on a proposed LID for Dorian drive and at the conclusion of the public discussion instructed city staff to enter into a DIA (Deferred Improvement Agreement ) with the Gehrman to defer the street construction of Dorian Drive to a later date. The DIA has been signed and recorded with the Malheur County Clerk in the deed records.

#### **ANALYSIS:**

- A. **STRATEGIC PLAN** This action is in alignment with the City Council Strategic Plan for desirability of the property to be used for residential use, as well as allowing for future development of the city meeting its potential for future growth in the community.
- B. **FINANCIAL** This is no financial impact to the city.

- C. **TIMING** This action is needed as soon as possible so that the lands can be developed and connected to city services.
- D. **POLICY/LEGAL** The proposed development must comply with applicable provisions of the OCC (City of Ontario Zoning Ordinance as set forth in the Ontario City Code), and the City of Ontario Comprehensive Plan. Generally, unless otherwise noted, if a request is found to be consistent with the Zoning Ordinance it is consistent with the Comprehensive Plan.

An annexation and rezone must be done by an ordinance and the City Council is the final authority for approving a city ordinance.

### **ALTERNATIVES:**

The City Council could table the action until a time certain if more information is needed before making a decision.

### **RECOMMENDATION:**

Staff and the Planning Commission recommend adoption of the findings of facts and approval of the annexation and rezone from UGA-Residential to City Single Family Residential (RS-50) of the subject property.

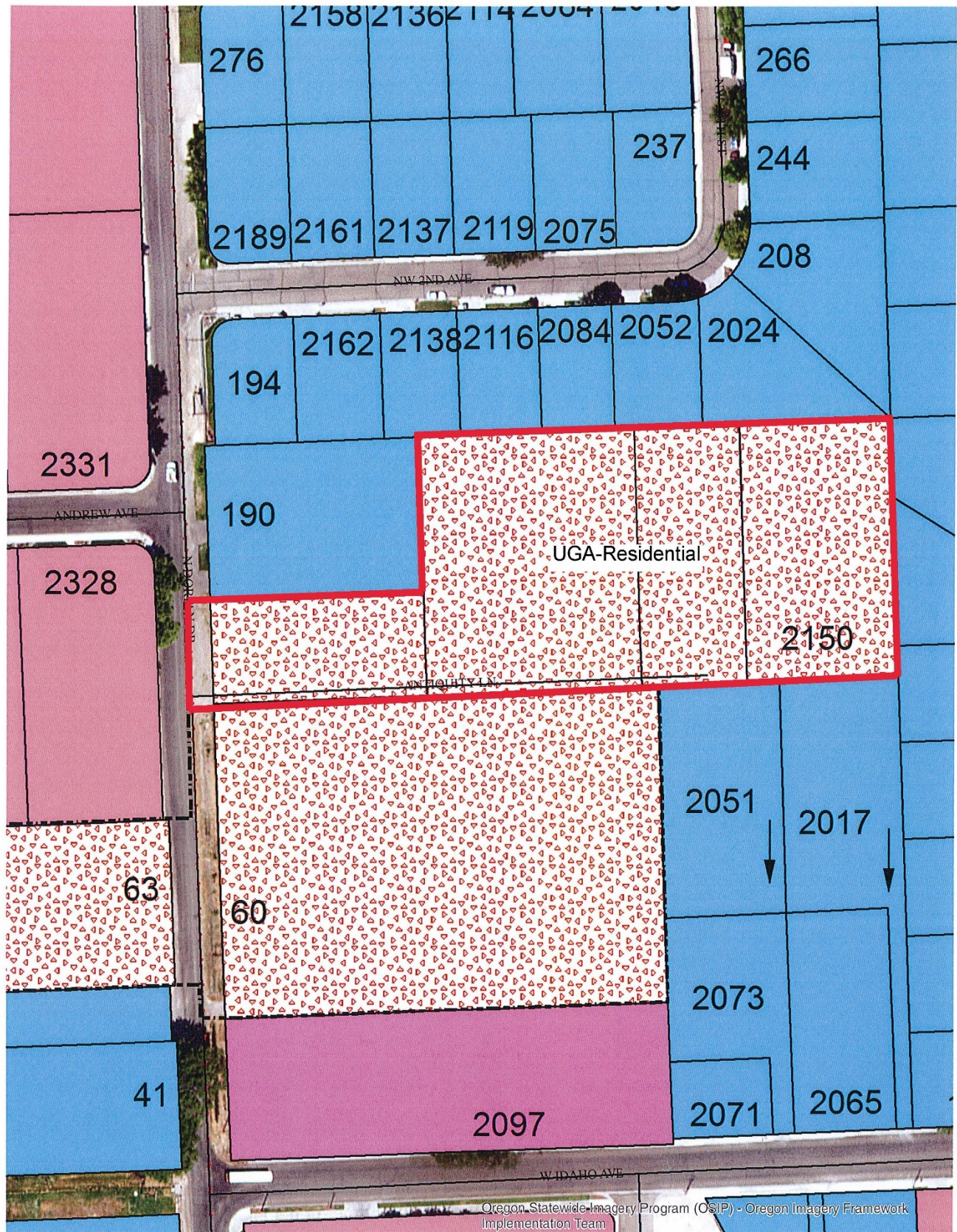
### **ATTACHMENTS:**

1. Attachment 1\_Zoning Before
2. Attachment 2\_Zoning After
3. Attachment 3\_Location Map
4. Attachment 4\_Description
5. Attachment 5\_Tax Map
6. Attachment 6\_Ord #2793-2021



# Attachment "1"

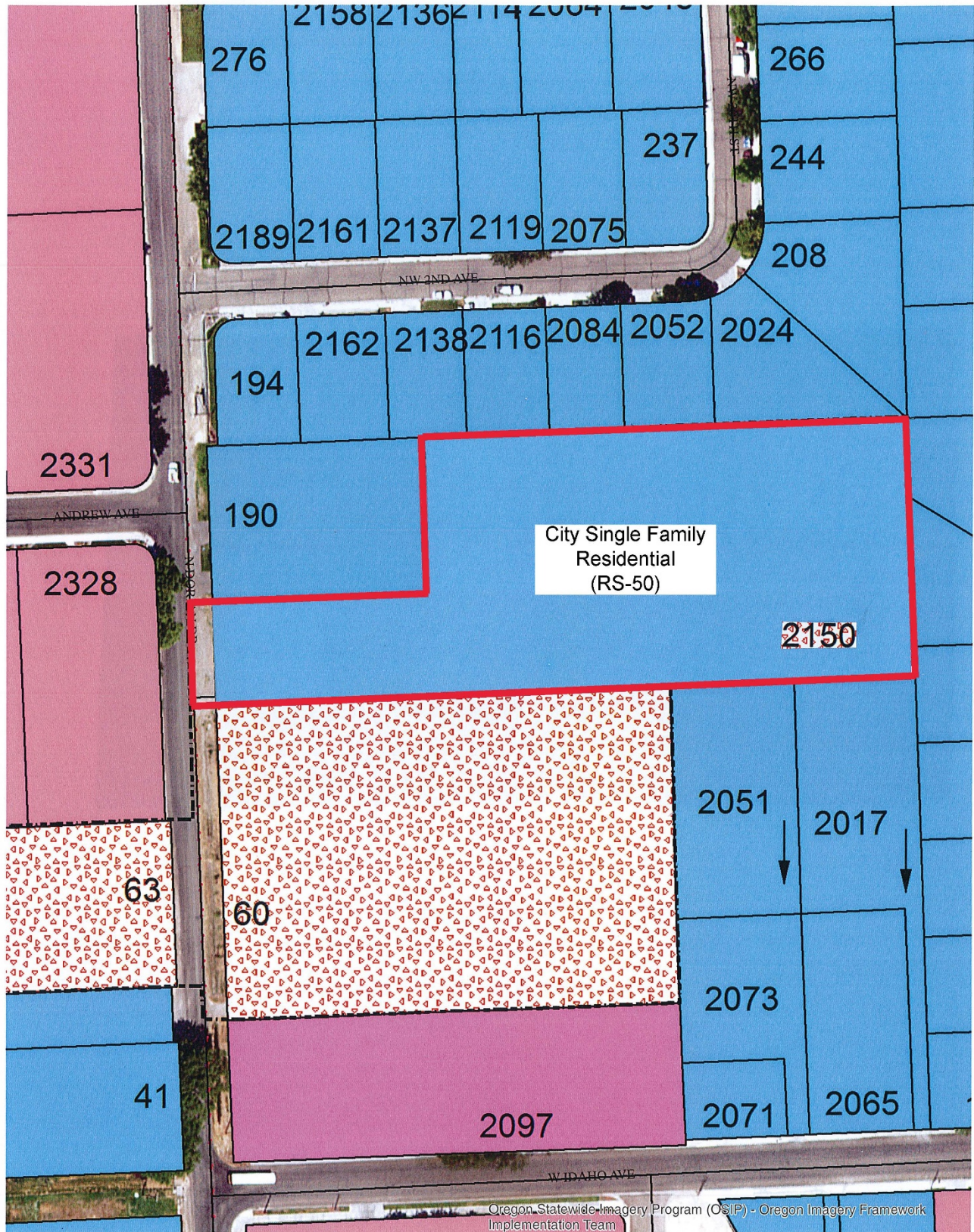
## Parcels Before Rezoning





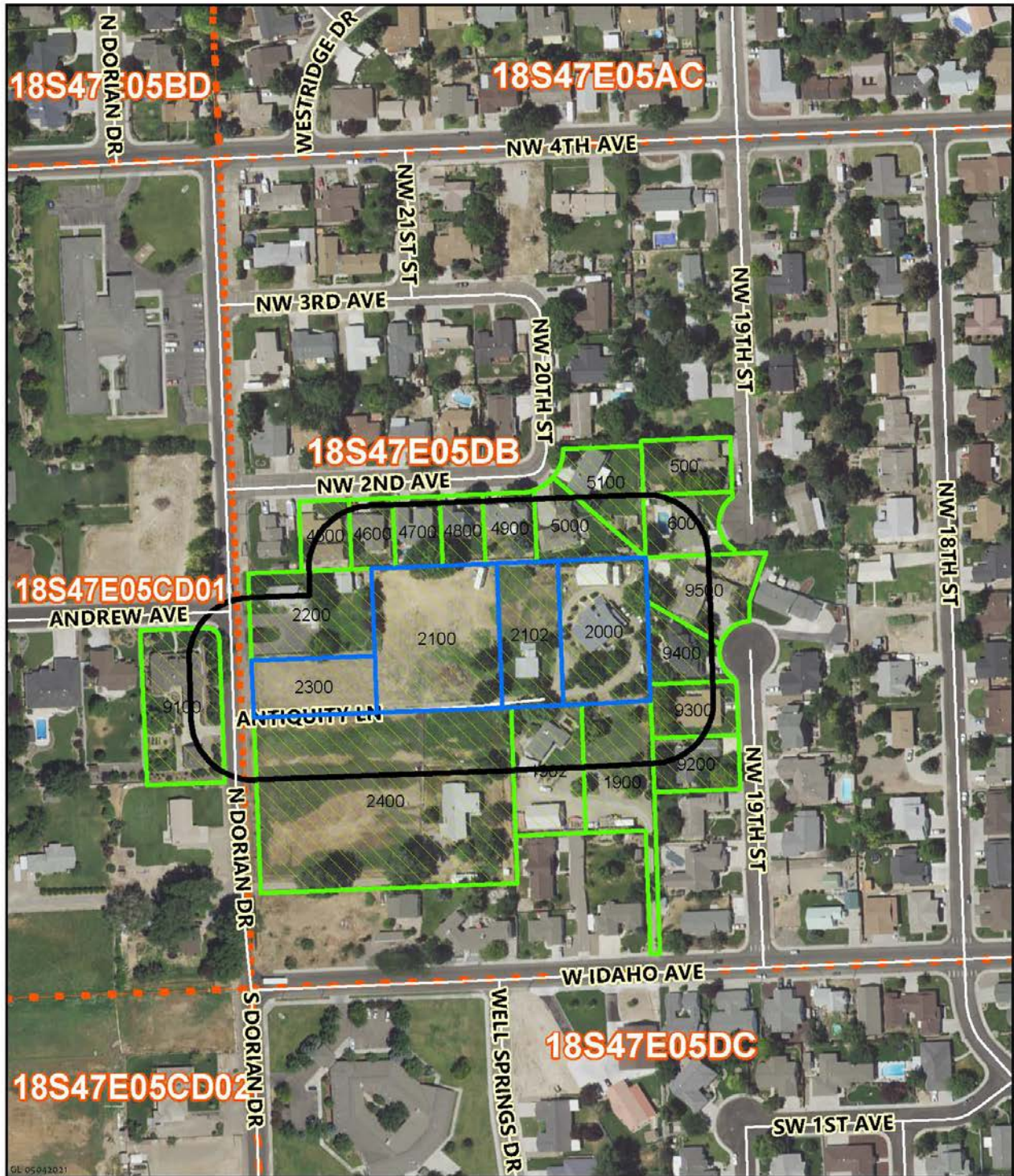
# Attachment "2"

## Parcels After Rezoning





# Attachment "3"



## Legend

- 100 ft radius
- Map Index
- German\_8096\_8097\_8098\_16415
- TL wn 100' rad fr German\_PaulStacey

## 100 Feet Radius Map

German\_R8096\_8097\_8098\_16415

0 200  
Feet

*Map is prepared for  
assessment purposes only*

# Attachment “4”

## Rezone Parcel Description

Land in Malheur County Oregon, within the SW1/4NW1/4SE1/4 of Section 5 of Township 18 South, Range 47 East of the Willamette Meridian, more particularly described as follows:

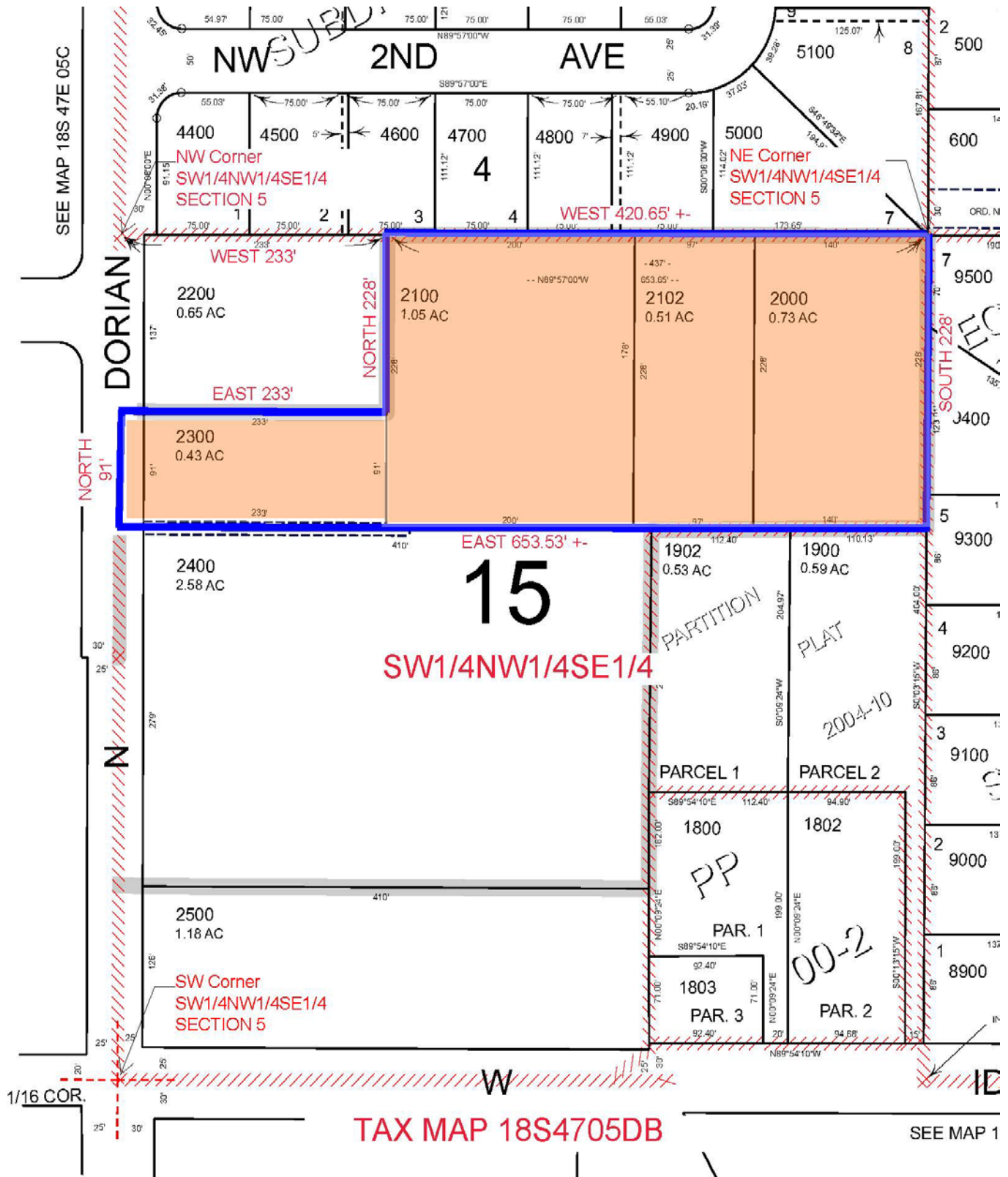
Commencing at the NW Corner of the said SW1/4NW1/4SE1/4;  
thence West along the North line of said SW1/4NW1/4SE1/4, 233 feet to the Point of Beginning;  
thence continuing West along said North line 420.65 feet, more or less, to the NE Corner of said SW1/4NW1/4SE1/4;  
thence South along the East line of said SW1/4NW1/4SE1/4, 228 feet;  
thence East 653.53 feet, more or less, to a point on the West line of said SW1/4NW1/4SE1/4;  
thence North along said West line, 91 feet;  
thence East 233 feet;  
thence North 228 feet to the Point of Beginning.

End of Description.



# Attachment "5"

Rezoned Parcel





## **ORDINANCE #2793-2021**

**AN ORDINANCE PROCLAIMING THE ANNEXATION AND REZONING OF CERTAIN TERRITORY TO THE CITY OF ONTARIO, BEING A PARCEL WITHIN THE NW1/4SW1/4 SECTION 5, TOWNSHIP 18 SOUTH RANGE 47 EAST, W.M.; AND WITHDRAWING SAID TERRITORY FROM THE ONTARIO RURAL FIRE PROTECTION DISTRICT 7-302 AND THE ONTARIO RURAL ROAD ASSESSMENT DISTRICT NO. 3.**

- WHEREAS,** There has been submitted to the City of Ontario a written request for annexation and rezoning to the City signed by 100% of the owners of land within the affected territory to be annexed; and
- WHEREAS,** All of the owners of land in that territory have consented in writing to the annexation of their land in the territory and have filed a statement of their consent with the legislative body of the City; and
- WHEREAS,** The City Charter does not expressly require the City to submit a proposal of annexation of territory to the electors of the City; and
- WHEREAS,** All the owners have requested the lands to be rezoned from UGA Residential (UGA RS-50) to City Single Family Residential (RS-50); and
- WHEREAS,** The City desires to withdraw the land to be annexed from the ONTARIO RURAL FIRE PROTECTION DISTRICT 7-302, pursuant to ORS 222.120(5) and has received assent from the Districts to do so;
- WHEREAS,** The City desires to withdraw the land to be annexed from the ONTARIO RURAL ROAD ASSESSMENT DISTRICT No. 3, pursuant to ORS 222.120(5) and has received assent from the Districts to do so;

### **NOW THEREFORE, THE CITY OF ONTARIO ORDAINS AS FOLLOWS:**

1. Annexation Area. The following contiguous territory be and the same is hereby annexed: The property legally described and mapped in the attached Exhibits "A" and "B" respectively.
2. Rezoning. That based on the Planning Commission findings and recommendation in Planning Action 2021-03-13AZ, the lands as shown and described in the attached Exhibits "A" and "B" be rezoned from UGA Residential (UGA RS-50) to City Single Family Residential (RS-50).
3. Withdrawing above described area from Ontario Rural Fire Protection District 7-302. The Common Council of the City of Ontario deems it in the best interest of the public of the City of Ontario and hereby declares that the real property described hereinabove is withdrawn from the Ontario Rural fire Protection District No. 7-302 on the effective date of this annexation pursuant to ORS 222.120(5).

4. Withdrawing above described area from Ontario Rural Road Assessment District No. 3. The Common Council of the City of Ontario deems it in the best interest of the public of the City of Ontario and hereby declares that the real property described hereinabove is withdrawn from the Ontario Rural Road Assessment District No. 3 on the effective date of this annexation pursuant to ORS 222.120(5).
5. Record. The City Planner shall submit to the Oregon Secretary of State (1) a copy of this Ordinance, (2) a copy of the statement of consent of the landowner in the territory annexed; and (3) Shall send a description by metes and bounds, or legal subdivision, and a map depicting the new boundaries of the City within 10 days of the effective date of annexation to the Malheur County Assessor, Malheur County Clerk and the State Department of Revenue.

**PASSED AND ADOPTED** by the Common Council of the City of Ontario this \_\_\_\_\_ day of \_\_\_\_\_, 2021 by the following vote:

AYES:

NAYS:

ABSENT:

**APPROVED** by the Mayor this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

**ATTEST:**

\_\_\_\_\_  
Riley J. Hill, Mayor

\_\_\_\_\_  
Tori Barnett, MMC, City Recorder



**Exhibit “A”**  
**Property Description for Annexation/Rezone**  
**City Action No. 2021-03-13AZ**

Land in Malheur County Oregon, within the SW1/4NW1/4SE1/4 of Section 5 of Township 18 South, Range 47 East of the Willamette Meridian, more particularly described as follows:

Commencing at the NW Corner of the said SW1/4NW1/4SE1/4;  
thence West along the North line of said SW1/4NW1/4SE1/4, 233 feet to the Point of Beginning;  
thence continuing West along said North line 420.65 feet, more or less, to the NE Corner of said SW1/4NW1/4SE1/4;  
thence South along the East line of said SW1/4NW1/4SE1/4, 228 feet;  
thence East 653.53 feet, more or less, to a point on the West line of said SW1/4NW1/4SE1/4;  
thence North along said West line, 91 feet;  
thence East 233 feet;  
thence North 228 feet to the Point of Beginning.

End of Description.

## Subject property

[illegible]



**ONTARIO**  
OREGON

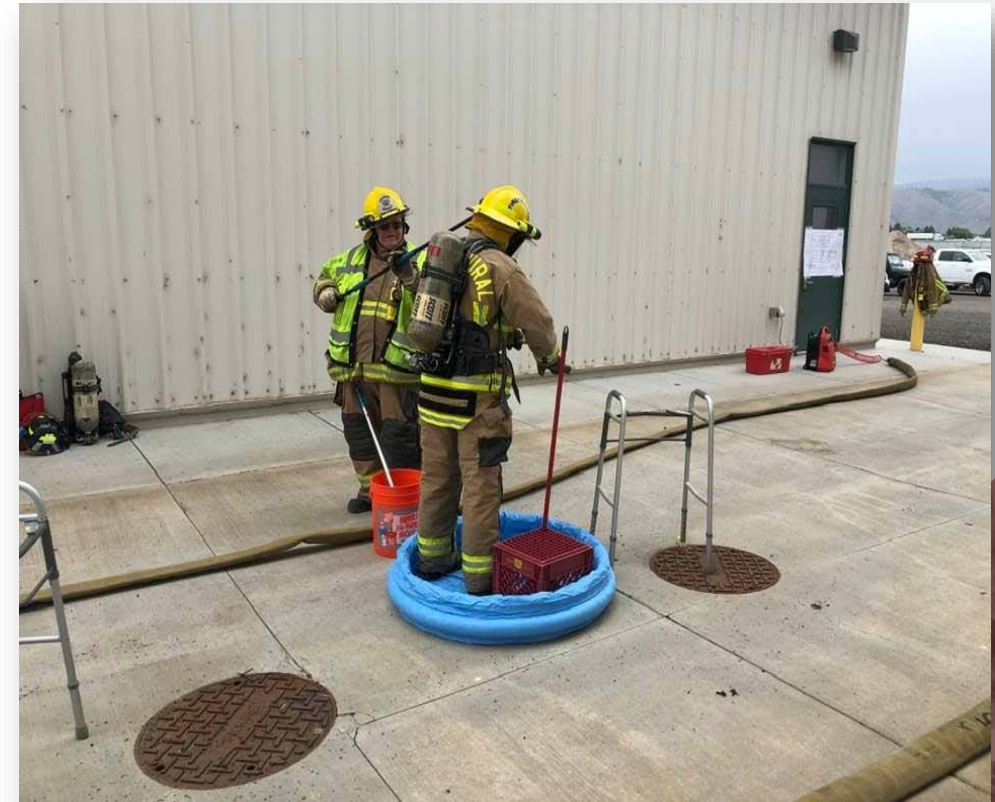
# Third Quarter Report

June 2021 – August 2021





# Haz-Mat Awareness & Operations





# New Tools



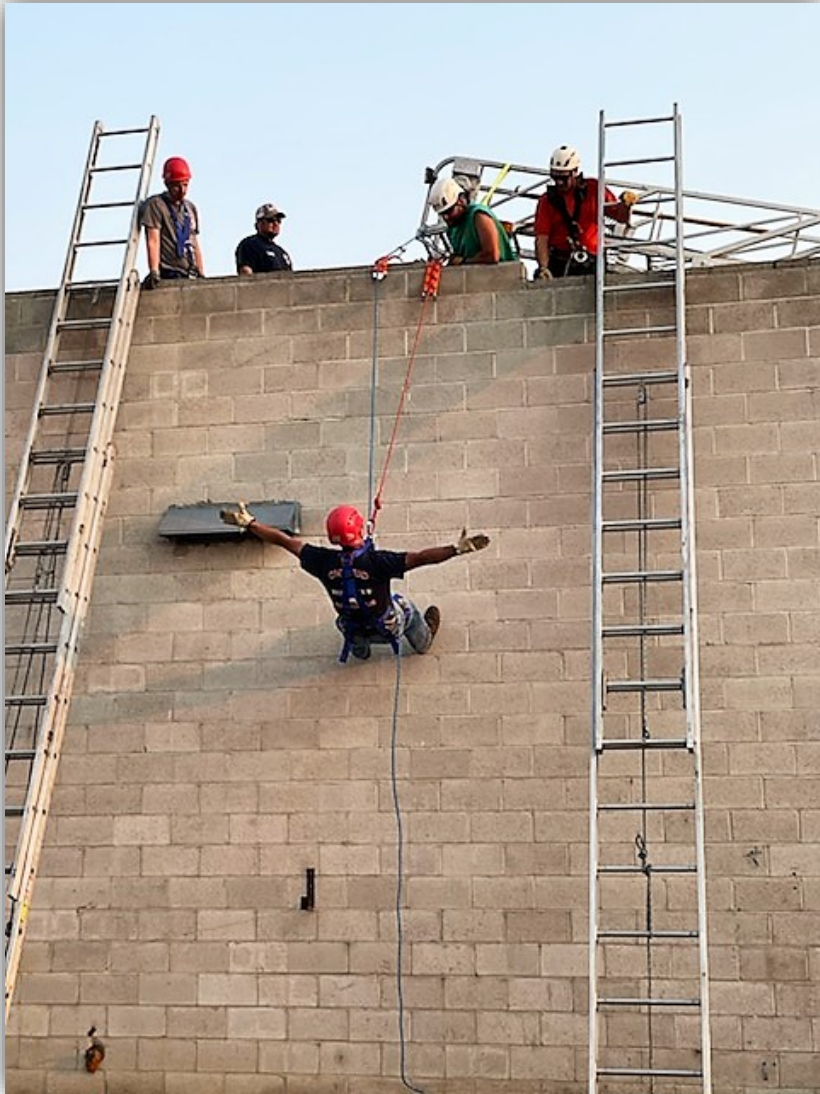


# Station Tours – Fire Safety



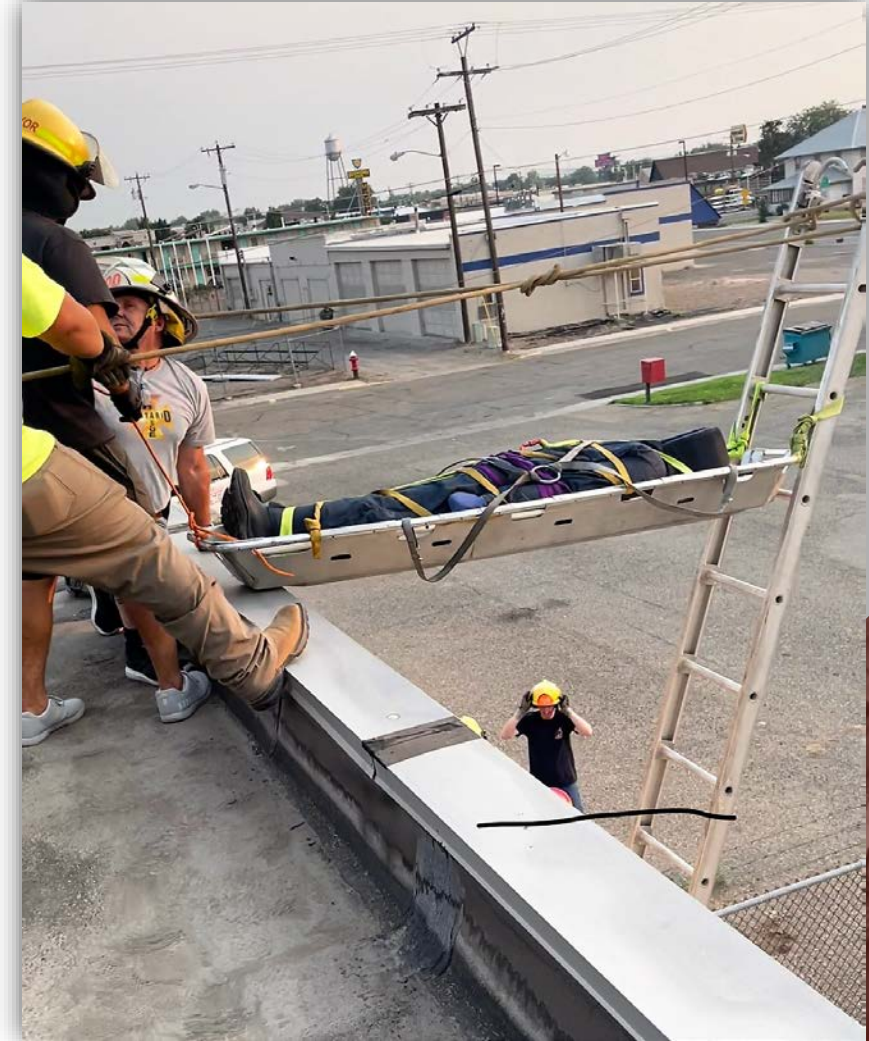


# Work Hard, Train Hard





# Work Hard, Train Hard



# Final Sign Off's





# MVA's



June 23, 2021  
Extrication





# MVA's

June 17, 2021





# MVA's



August 18, 2021





# Structure Fire



August 21, 2021



## Inspections

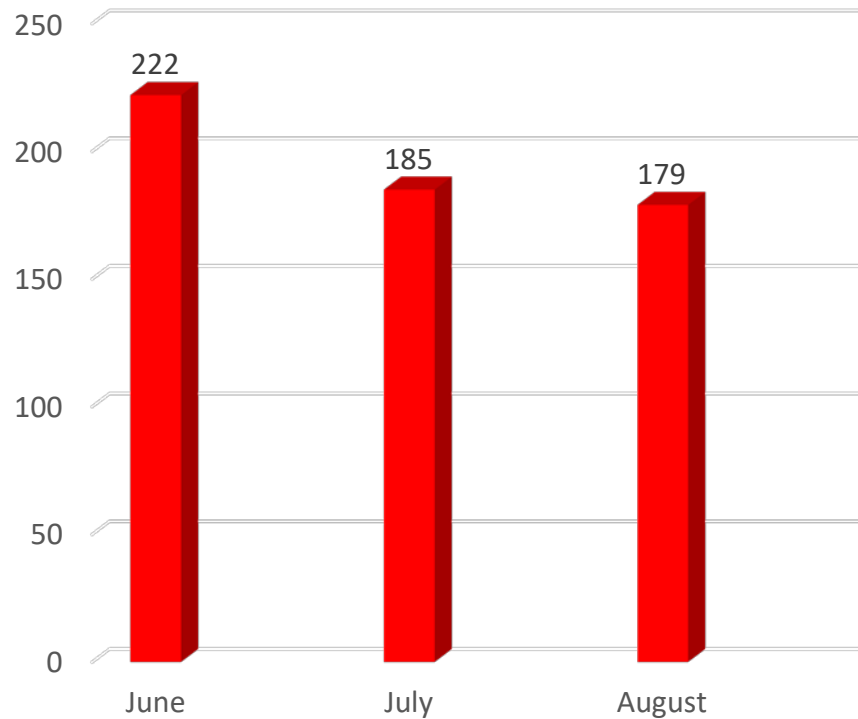
- Underground Sprinklers at new Commercial Tire
- Giggles and Grace classrooms
- Elements Club
- Pilot Truck Stop remodel
- Fire Sprinklers at new Sunset Estates



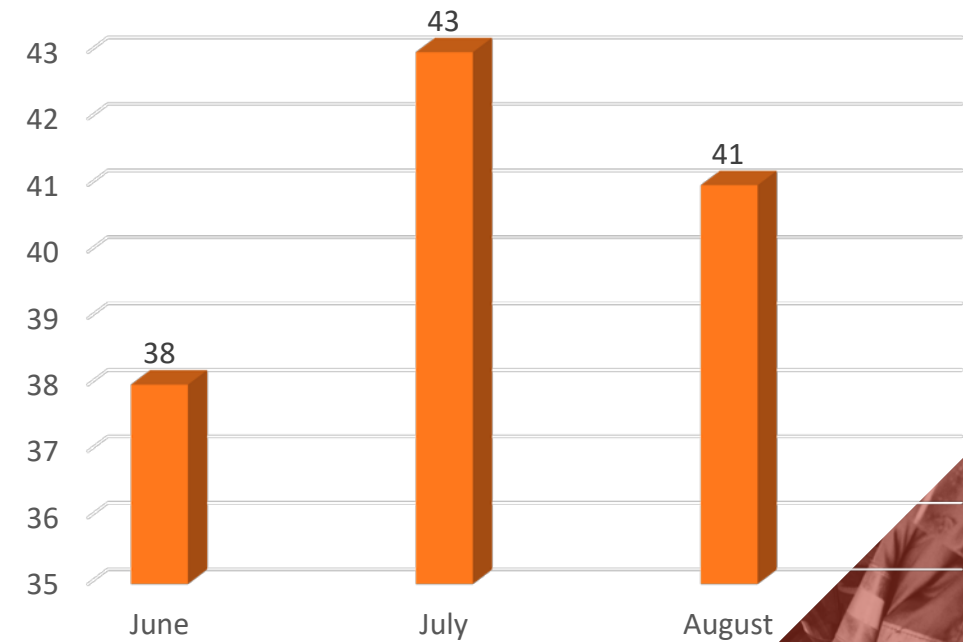
# Medical & Fire Calls



## MEDICAL



## FIRE









*August 2021 ACTIVITY REPORT*



August 2021

## Emergency Medical:

(Types of medical calls responded to: Falls with injury, fall lift assists, medical emergencies, medical alarms, assaults, etc.)

|              |            |
|--------------|------------|
| <b>CITY</b>  | <b>165</b> |
| <b>RURAL</b> | <b>14</b>  |

**4 of these emergency calls required back-up crews to be called in to respond to 2<sup>nd</sup> call.**

**Hazmat Team Calls:**

**0**

## Fire Related Emergency Calls:

(Types of fire related calls responded to: Rescue calls, building fires, vehicle fires, smoke detector/fire alarm activation, unauthorized burning, etc.)

|              | <b>TOTAL</b> | <b>General</b> | <b>Mutual Aid</b> |
|--------------|--------------|----------------|-------------------|
| <b>CITY</b>  | <b>28</b>    | <b>3</b>       | <b>1</b>          |
| <b>RURAL</b> | <b>13</b>    | <b>3</b>       | <b>1</b>          |

**1 of these emergency calls required back-up crews to be called in to respond to 2<sup>nd</sup> call.**

## TOTAL CALLS FOR MONTH

|              |            |
|--------------|------------|
| <b>CITY</b>  | <b>193</b> |
| <b>RURAL</b> | <b>27</b>  |

## **FIREFIGHTER TRAINING:**

*7/28 – St Al's Trauma emergencies.*

*8/2 – Resiliency in First Responders.*

*8/3 – Bites and Stings and all those nasty things.*

*8/10 – Natural Gas emergencies and responses.*

*8/13 & 8/21 – Pump / engineer operations.*

*8/17 – Special Districts Directors and Management Staff laws and regulations.*



August 2021

**FIREFIGHTER TRAINING CONTINUED:**

*8/17 – SEAT Planes and fire operations.*



*8/24 – RIT Rapid Intervention Team fundamentals.*

**PERMITS ISSUED:**

*City Open Burns 0*

*City Burn Barrels 0*

*Rural Open Burns 9*

*Rural Burn Barrels 0*







August 2021



## **INSPECTIONS:**

*7/27/21 – Elements Club 490 East Ln. Fire Sprinkler underground test.*

*7/29/21 – State fire safety follow ups. Brookdale, OCCDC.*

*8/5/21 – West Park Plaza fire sprinkler hydro pressure test.*

*8/6/21 – Pilot Truck stop Remodel Final.*

*8/11/21 – West Park Plaza fire sprinkler and fire alarm final.*

*8/20/21 – Reinspection Final for Giggles and Grace classrooms in basement of Lutheran Church.*

*8/20/21 – Cannabis and Glass check on safety concerns and access.*

## **COMMUNITY INVOLVEMENT:**

*7/26/21 – Lt Montgomery held a Juvenile Fire Setter session with two brothers that set a field and some sheds on fire.*

*7/27/21 – Staff provided public education at the Malheur County Fair with the education trailer and displayed 109 and the large American flag.*

*8/2/21 – The staff provided a birthday party for a young man and 8 cousins and parents that was an auction item fundraiser.*

*8/12/21 – Chief attended a town hall meeting in Treasure Valley Mobile Home Park to hear their concerns about unwanted traffic in their park and what the options of access would be.*  
*8/17/21 & 8/21/21 – The staff attended two celebrations of Life for a past fire commissioner Cliff Hollopeter and a past Assistant Fire Chief Gene Palmer.*





August 2021

## **Summary of Calls of Interest:**

### **City Incidents:**

**7/29 653 E. Idaho Pilot truck stop** R1 responded for a broken natural gas line, RP on scene stated a HVAC contractor working on the roof had broken the pipe. Fire personnel located the gas meter and turned the gas to the building off.

**7/30 1775 E. Idaho** Rescue One was dispatched to Walmart for a vehicle fire. R-1 arrived on scene to discover a mid-size sedan with mild smoke coming from the passenger side front door. R-1 used a water can to extinguish the fire located in the front passenger seat. The driver of the sedan stated she took some wash rags home from her truck wash job that were covered in oil, she washed and dried them and placed them in a plastic bag and set them on the passenger seat. She then proceeded to work her 8-hour shift at Walmart. When she finished working her shift, she proceeded to open her car door and the bag proceeded to smoke and ignite. She then called the fire department. Lt. Gammage extinguished the fire and proceeded to cut out the entire foam cushion out of the seat to prevent reignition.

**7/30 1779 E. Idaho** Rescue One was dispatched to Extra Mile Fuel station for a vehicle fire. R-1 arrived on scene to find a 2002 Ford Escort engine compartment hood open, and fire was out upon arrival. The driver stated he had a fuel leak in the engine compartment, and it ignited with the hot exhaust manifold. The fire was extinguished with an ABC fire extinguisher by an employee. He stated he was going to trailer his vehicle home.

**8/1 1161 SW 2<sup>nd</sup> Ave.** Rescue 1 responded to smell of smoke but were not able to locate any smell or source of smoke.

**8/3 870 SW 12<sup>th</sup> St.** R1 was called for Carbon Monoxide alarm sounding, would like to have someone come check it. Upon arrival R1 found that furnace and hvac work was being done on the property. The gas line was disconnected, and the valve was turned off although when the monitor was placed by the hose end the ppm went from 18 to 55. R1 asked if we could shut off the gas at the main until the technician returned in the morning. This diminished and ultimately stopped the flow of gas. There was a small torch set with Acetylene and O2 setting in the furnace room also. Both of those bottles were on and when the monitor was held to the tip of the torch the monitor spiked to 290 ppm. The bottles were shut off and the torch set was taken outside and put on the back open-air porch. After all the gases were either removed or shut off and the RP placed fans in the area and opened windows the monitor showed small residual readings of 8-10 ppm. The occupants were advised to continue to use the fans and open window throughout the rest of the morning. Then have the technician check the gas valves in the morning.



August 2021



## **City Incidents Continued:**

**8/4 600 NW 2<sup>nd</sup> St. / 195 NW 2<sup>nd</sup> Ave.** Due to the bad windstorm multiple down powerlines and trees.

**8/11 586 NW 18<sup>th</sup> St.** R1 crew responded to a call of an alarm going off in the residence by a postal worker, the crew found no one at home and the house secured with no sign of fire or smoke. The decision was made to not force entry and let the alarm continue until the occupants got home.

**8/15 490 SE 1<sup>st</sup> St.** Rescue 1 was dispatched for a blown transformer and a dumpster fire. Arrived on scene to find a small metal dumpster, the contents were on fire. After checking for scene safety R1 crew used a 1" booster line to extinguish the fire. We relayed the power pole number to dispatch. It appears that a squirrel caused the transformer to blow resulting in the fire below in the dumpster.

**8/18 543 Hwy. 30 New Plymouth** Mutual aid FD requested that we respond and assist with lighting for a hay truck that had collapsed a bridge and was in a canal. 102 stayed on scene for about 4 hours and then was released.







August 2021



## **City Incidents Continued:**

**8/20 1221 SE 1<sup>st</sup> Ave.** Rescue 1 was dispatched to for report of a large diesel spill coming from a semi. They are trying to locate the driver. Rescue arrived on scene to find a large area with about 5-10 gallons of fuel on the ground. The Refrigerator motor was shut off when we got there. A bystander stated that he saw the fuel spraying out of a small return line and he shut off the motor. We found the hole in the line when the driver arrived. we showed the driver the leak and he said he would call his company and they would send a company to clean up the spill and fix the line. Rescue put out booms and spread absorbent on the spill.

**8/21 1014 SW 4<sup>th</sup> St.** R-1 Arrived on scene to a fully involved working fire. 100 arrived on scene and took over fire command. R-1 positioned the truck on the Bravo side (north) end of the house on 10th Ave. R-1 Pulled two preconnects and booster line and establish water connection to the hydrant with the help of Ambulance crew on scene. Focused extinguishing the fire on Delta side (closest to the other House. The Fence near the house was on fire. Maneuver the hose line around live power line that was located on the Charlie side. Idaho power and gas company were contacted by dispatch. R-1 crew continued to extinguish the fire on exterior and protecting the other house near the Delta side (along with the fence between the two the houses. Manage to protect the other structure with minimal damage to the exterior windows. Main house on fire was a total loss. 103 arrived on scene and worked on the Alpha Side pulled a 1 3/4 preconnect and extinguish the fire from the outside. 156 shortly arrived and assisted with further help on the fire scene. Fire was shortly extinguished 30 minutes later and remain on location for mop up.





August 2021



## **City Incidents Continued:**

**8/23 S. Oregon and SE 2<sup>nd</sup> Ave.** Rescue 1 crew was called to investigate a smell of natural gas. They arrived on scene and could not find any smell. They used the monitor and checked for a block in each direction and could not find any smell. Cascade was called to see if they could locate any sign of a leak.

*The crews responded to 5 illegal burns and 2 smoke scares, most of these were at I-84 MP 375 at the homeless camp.*

## **Rural Incidents:**

**8/4 1633 Hunter Ln. / 3545 NW 7<sup>th</sup> Ave.** The crews responded to numerous calls for tree branches in the powerlines and trees and power lines down, due to the heavy windstorm blowing through the area.

**8/13 541 Stanton Blvd.,** Rescue 1 crew and Chief responded to extricate some fatal patients from a bad MVC.



**8/22 2400 NW 11<sup>th</sup> St.** A passerby on the freeway reported a smoke scare of a trailer house fire, the crew was UTL.

**8/23 3360 Echo Ln.** Tender 159 responded to mutual aid Nyssa fire for a double wide trailer fire.

*The crews also responded to (6) different illegal burns.*

# Jacobs Month 2021 Report



**Jacobs**



# Monthly Business Review

## Public Works Department

### Contents:

- ENGINEERING DEVELOPMENT REVIEW SUMMARY
- WATER TREATMENT PLANT AND DISTRIBUTION SYSTEM SUMMARY
- WASTEWATER TREATMENT PLANT AND COLLECTION SYSTEM SUMMARY
- OPERATIONS MAINTENANCE SUMMARY
- APPENDIX



## DEVELOPMENT REVIEW

### ACTIVITIES AUGUST 2021

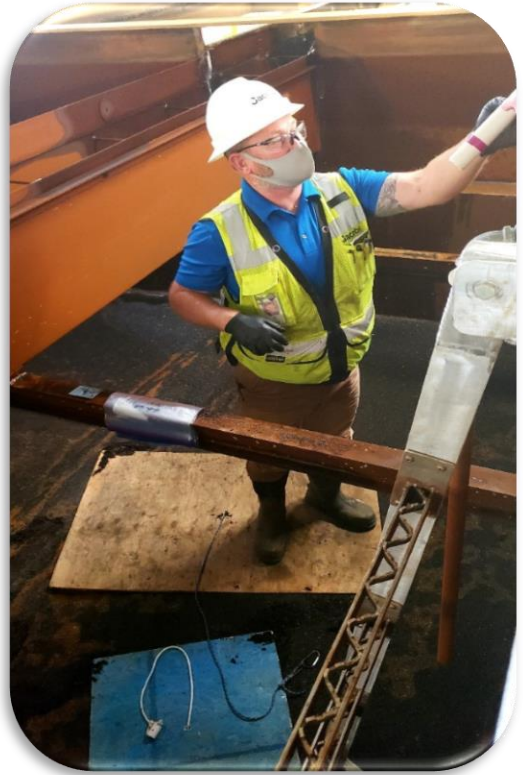
- 7 ROW Permits Issued
- 1 New Address Issued to new residence.
- PDAC held meeting to discuss a new Airport hangar.
- Jacobs held monthly safety meeting.
- Plan reviews for new construction
- Conducted multiple construction inspections
- Updating GIS mapping





## WATER: TREATMENT PLANT AND DISTRIBUTION SUMMARY

ACTIVITIES AUGUST 2021





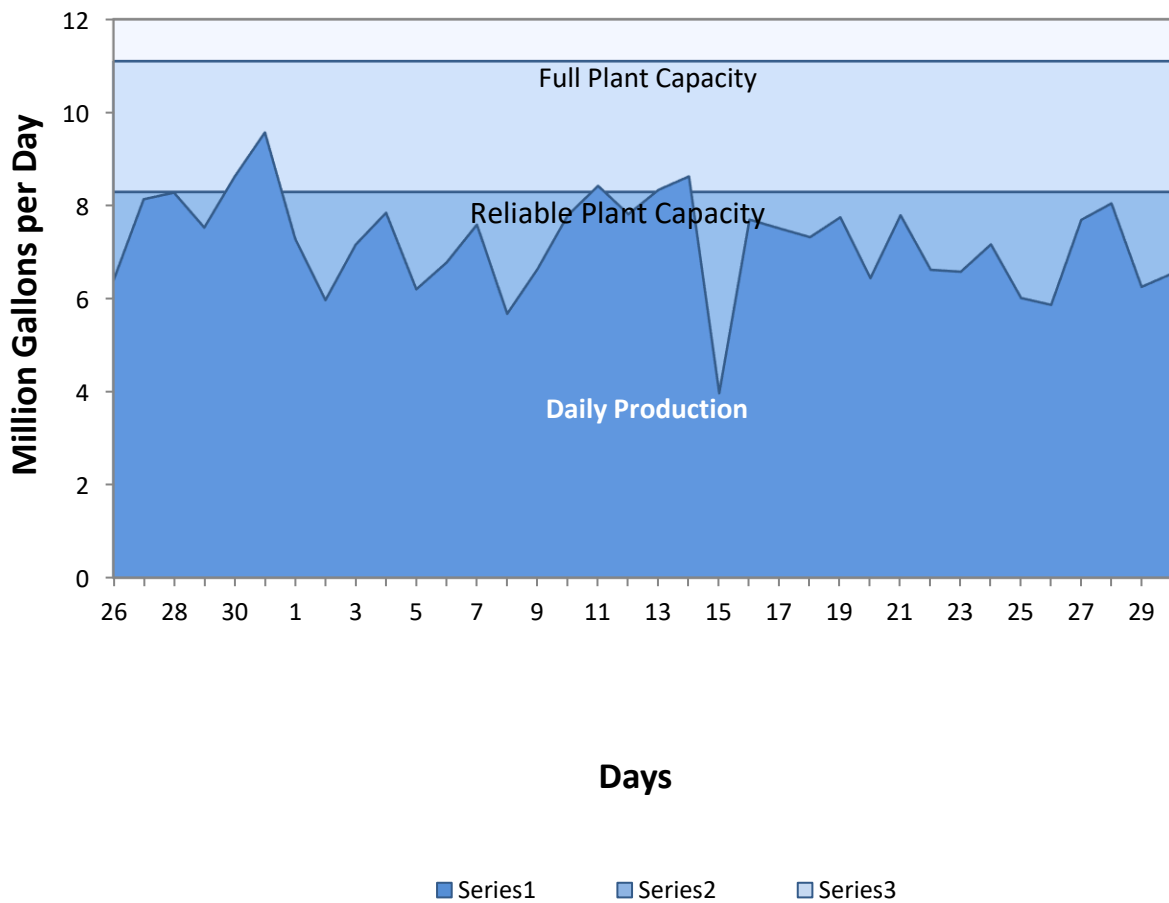
## **WATER: TREATMENT PLANT AND DISTRIBUTION SUMMARY**

### **ACTIVITIES AUGUST 2021**

- Diagnostic checks (jar testing) conducted weekly to ensure correct chemical dosing for acceptable river water quality
- Monthly Bacterial samples taken
- Axillary pump in use to supplement river water intake
- Weed control at Water Treatment Plant, Booster stations, Well field and Reservoirs
- Eastside booster station pump #2 & motor removed for service
- Crews adjusting chemical delivery systems
- WesTech filters evaluated for performance and condition of media
- Triannual training on Forklift and Aerial Work Platform operations and safety
- Assisting Police Dept for well Field trespassing.
- 27 water services turned on customer request
- 12 water services shut off customer request
- 49 water services shut off for non-payment
- 54 water services turned on for payment received
- 26 water services turned on/off read only customer request
- 16 water services checked to verify still off from the non-payment list
- 15 water services checked for leaks customer request
- 9 new water meters installed
- 10 water meters changed out for nonfunctioning
- 6 water services shut off for leaks customer request
- 6 water services turned on and verified leaks were repaired by the customer
- 6 water services checked for consumption high or low consumption issues
- 75 utility locates completed
- Repaired damaged fire hydrant stand used on construction projects
- Installed water service at 155 SW 9<sup>th</sup> Ave.

## WATER TREATMENT PLANT

### Production vs. Capacity July 26 - Aug 30, 2021



## WASTEWATER TREATMENT PLANT AND COLLECTION SYSTEM SUMMARY

### ACTIVITIES AUGUST 2021

- All sampling per the 2019 NPDES permit taken
- Weed control and mowing nearing completion.
- Final mowing of Buffer zones.
- Wastewater treatment plant effluent being sent to Skyline Farms for seasonal irrigation use
- Aerial lift and forklift training completed for two-year certification.
- Installed new gate at Skyline Reservoir
- Headworks' conveyor belt pulled and cleaned
- Annual boat maintenance and modifications completed
- Repaired fence line on Malheur Drive
- Painted fire hydrants and analyzer room floor.





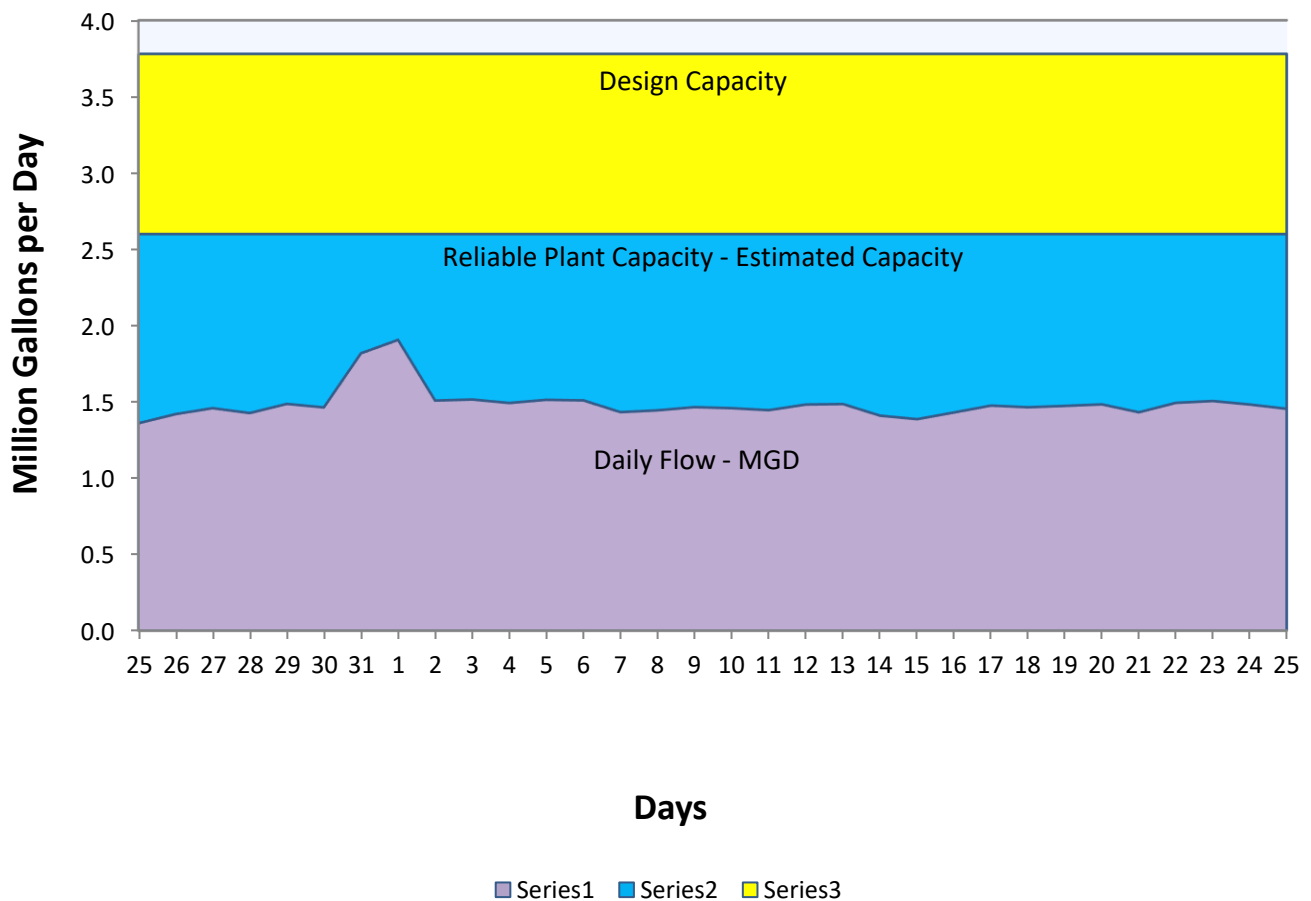
## WASTEWATER: TREATMENT PLANT AND COLLECTION SYSTEM SUMMARY



## WASTEWATER TREATMENT PLANT

ACTIVITIES AUGUST 2021

### Wastewater Treatment Flows July 25 - August 25, 2021



## OPERATIONS MAINTENANCE: BUILDINGS, PARKS, CEMETERIES AND STREETS SUMMARY

ACTIVITIES AUGUST 2021

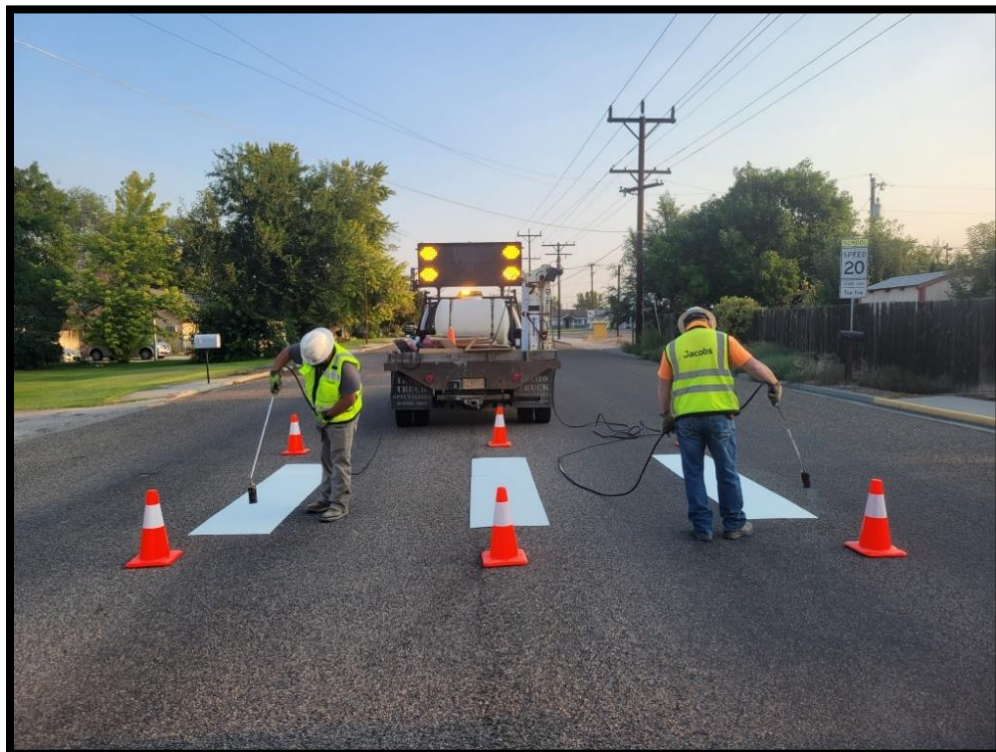
- Crew members off due to positive COVID cases (21 days)
- Painting yellow curb on the primary and secondary routes.
- Installing thermo plastic cross walks in the chip seal area.
- Painted over graffiti in multiple areas.
- City wide sign maintenance.
- Installing the bases for the “no semi-truck parking” in the NE section of town.
- Additional sweeping conducted for downtown and underpass.
- Debris removal on E. Idaho Ave. in the drainage swells.
- Trimmed existing ground cover on E. Idaho Ave.
- Removal of branches and trees due to high wind event.
- Replaced manhole lids blown off by excess stormflows.
- Weekly lift station, building and equipment checks
- Broken meter box in driveway of NW 11<sup>th</sup> St.
- Conducting weed abatement in Parks and Cemeteries.
- Replaced window AC unit in #2 Apartment at City Hall.
- Repaired Outside lights at Laxson and Beck Park.



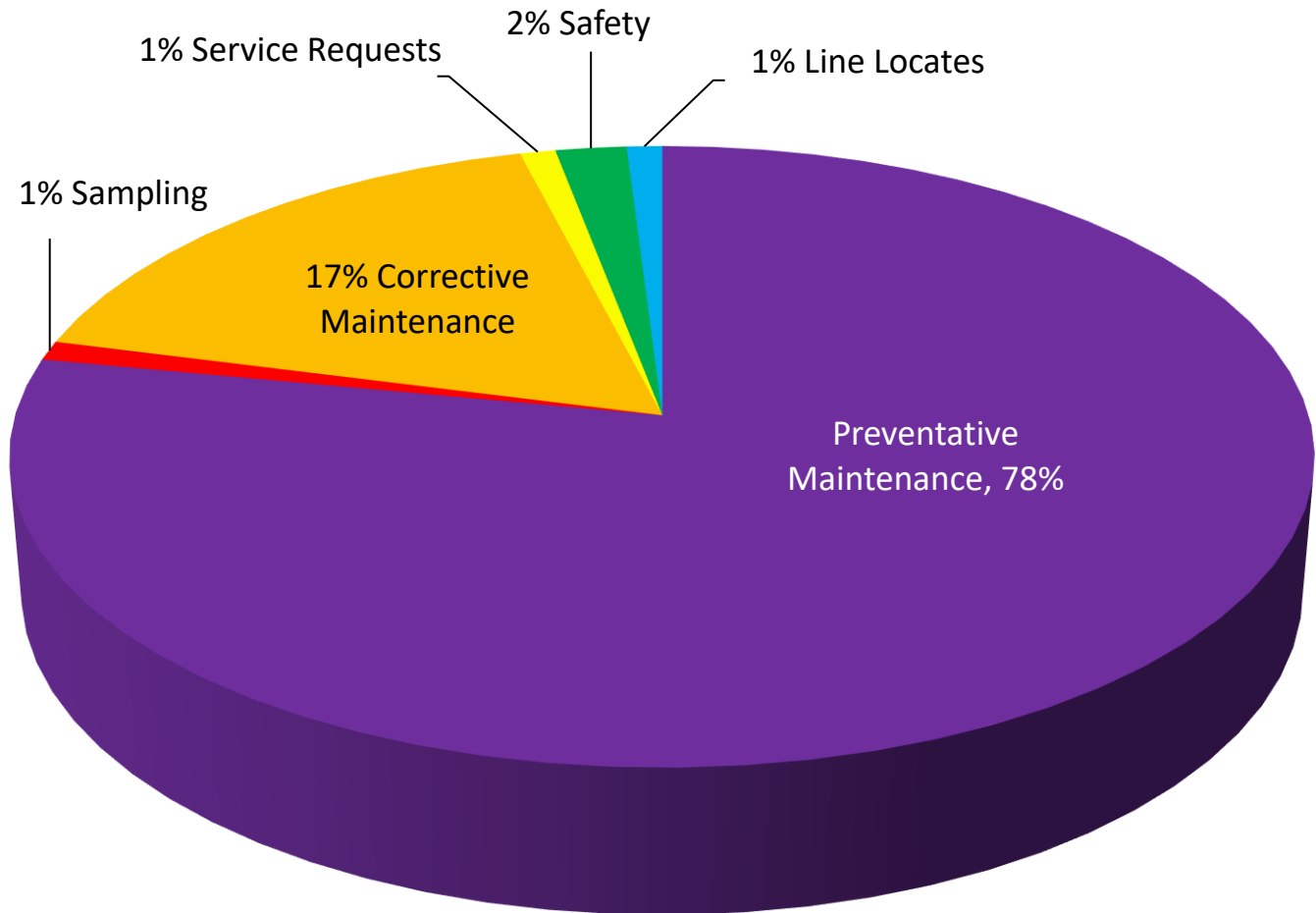


## OPERATIONS MAINTENANCE: BUILDINGS, PARKS, CEMETERIES AND STREETS SUMMARY

ACTIVITIES AUGUST 2021



## OPERATIONS MAINTENANCE: BUILDINGS, PARKS, CEMETERIES AND STREETS SUMMARY



## APPENDIX

### PUBLIC WORKS DEPARTMENT

The City of Ontario Public Works Department consists of five Divisions that include Administration, Engineering, Water Treatment and Distribution, Wastewater Treatment and Operations (Streets, Stormwater, Buildings, Parks and Cemeteries). The Department has 30 FTEs (full-time equivalent) employees. This service is provided via a Public-Private Partnership with Jacobs Engineering Group, INC.

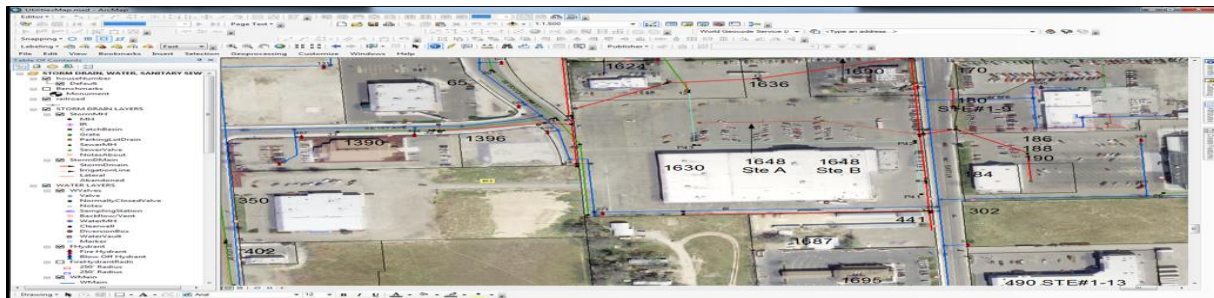
Public Works maintains a water system that complies with the EPA and Division of Health requirements. Staff also maintains the Wastewater Collection system and Wastewater Treatment facilities to meet DEQ standards. These same employees provide sewer and water line construction and maintenance to the City's transportation system (i.e.: streets, sidewalks, bicycle paths, storm-sewer systems and other infrastructure within the City).

### ADMINISTRATION

The Administration Division is responsible for the delivery of all of the contractual obligations and oversees the financial, human resource and all resource management processes. The Administrative Staff evaluate the needs for contracted services, implementing necessary service agreements, developing energy management strategies, and formulating short- and long-term programs and plans in conjunction with City Administration (City Management and City Council).

### ENGINEERING

The Engineering Division Department works with other utilities, developers and property owners in addressing utility issues, public improvements, subdivision development, local improvement districts and other municipal projects. The Department also maintains a set of Standard Specifications for providing uniform procedures for the installation. The staff reviews and approves construction plans for subdivisions, partitions, streets, sanitary sewer, water lines, and storm drainage construction projects. They also design projects, prepare bid documents and provide project management for Public Works Capital Improvement Program (CIP) project improvements.





The Geographic Information System (GIS) database is maintained by Engineering Department staff. The department also provides support to the city by creating, analyzing, and maintaining the city's geographical digital data. They provide updates to the record maps for all city utilities, right-of-way, easements, land division plots, and city base maps.

## OPERATIONS MAINTENANCE

Public Works maintains more than 122 lane miles of improved streets and more than 9 miles of alleys and is responsible for resurfacing, repairing and maintaining the streets, installing and maintaining street signs and markings, tree trimming, and repairing all established pavement markings. This Division also completes excavation and repair of deteriorating streets, gravel road grading, street sweeping, crack sealing, chip sealing, snow removal and sanding during the winter months, and weed control along the alleys. Public Works assist Ontario Chamber of Commerce by placing Holiday decorations on streetlights during the season.

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*ONTARIO PUBLIC WORKS MAINTAINS MORE THAN  
122 LANE MILES OF IMPROVED STREETS 9 MILES OF  
ALLEYS CHIP SEALS LAST A MINIMUM OF 8 YEARS, AND  
PUBLIC WORKS CHIP SEALS 7 MILES PER YEAR 56 MILES  
OF STORM DRAIN COLLECTION LINES, AND 1,450 CATCH  
BASINS*

As part of the annual Street Maintenance Program, crews chip seal street surfaces in the summer months to protect them from water and weather damage and to keep them in good condition. Chip seal roadway treatments help to maintain the existing pavement, delaying further aging resulting from water and

sun, and provides a moisture barrier to existing pavements by sealing surficial cracks. A chip seal application provides substantial savings to taxpayers and can last 8 to 10 years with just minimal roadway maintenance required. The city chip seals approximately 10 miles of streets per year.

The Ontario Park system consists of both active and passive recreational areas. There are four neighborhood parks, one community park, one large urban park, and numerous special use sites in the park system. In total, the City owns 13 park and recreational areas representing more than 1,012 acres of land. The city also owns the Wayne King Skateboard Park. There are two municipally owned and operated Cemeteries – Evergreen and Sunset Cemeteries. The Operations Division is responsible for the operation and maintenance of those areas. Included in their responsibilities are all municipal buildings. This includes general maintenance and repair work, the implementation of preventative maintenance programs, and the administering of service contracts (janitorial, HVAC, electrical, elevator, etc.). This division is also charged with the oversight of facility-related projects, including remodels and systems upgrades.

## WATER TREATMENT PLANT

Water treatment plant staff is responsible for treatment of the city's drinking water supply. They must reliably produce high-quality water in adequate volume to meet city needs. Besides the daily laboratory checks, there are monthly, quarterly and yearly reports.

There are two sources of water for Ontario's estimated 11,090 residents: 80 percent comes from the Snake River and 20 percent comes from wells. Two plants treat the City's water. One is a conventional filtration plant and the other is an up-flow clarifier. The steps for treatment are flocculation, sedimentation, filtration and disinfection, which meet the compliance of the Oregon Health Authority (OHA). OHA require an operator to be on duty 365 days a year. Ontario customers account for 3,845 water services, not including Snake River Correctional Institute (SRCI).

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*THE WATER TREATMENT PLANT HAS A RELIABLE CAPACITY OF 8.3 MGD AND A MAXIMUM CAPACITY OF 11 MGD.*

*APPROXIMATELY 80 PERCENT OF WATER COMES FROM THE SNAKE RIVER, THE OTHER 20 PERCENT FROM WELLS.*

The Water Treatment Plant has a reliable capacity (capacity with the largest pump out of service) of 8.3 Million Gallons Per Day (MGD) and a maximum capacity of 11 MGD. The water treatment plant average production is 6 MGD and the City's largest industrial user, Heinz Frozen Foods, uses an average of 2.2 MGD of that water.

*MAINTAINS 80 MILES OF WATER MAINS.*

The City retains surface and groundwater rights permits for a combined total of 38.23 cubic feet per second (cfs), 24.71 MGD for municipal use. One hundred percent (100%) of the City's potable water is treated and disinfected at the Water Treatment Plant. The plant has an original 8-MGD design capacity based on the optimum filter loading rates. The City expanded its treatment capacity in 2006, through the addition of two adsorption clarification and filtration tanks.

Water Distribution System include maintenance and repair of approximately 100 miles of water lines and 3,625 services that include service installations, mainline installation, meter reading, maintenance of more than 600 fire hydrants, and valve exercising of more than 1,700 water valves.

## WASTEWATER TREATMENT PLANT

The wastewater treatment plant collects wastewater from the entire city and SRCI. The prison accounts for approximately 16 percent of the flow to the plant.

Wastewater treatment plant operators use a conventional treatment system of aerated lagoons and secondary chlorination treatment. Effluent from the treatment process is used to irrigate forage crops during the growing season. Nine lift stations transport sanitary sewer waste to the Wastewater Treatment Plant. Wastewater is screened and the flow measured at the headworks. Five cells (lagoons) with 25 mechanical aerators assist with biological treatment. Onsite generation of chlorine is used for disinfection.

*PUBLIC WORKS MAINTAINS 78 MILES OF SANITARY  
SEWER LINES THROUGHOUT CITY LIMITS*

Average discharge volume is approximately 1.5 MGD. Winter discharge is to the Snake River from November through March. Summer discharge is land applied to approximately 353 acres of cropland at the Skyline Farm. Sewer collection duties include maintenance and repair of approximately 78 miles of sanitary sewer lines within the city. Responsibilities include constructing new pipelines, cleaning all gravity sanitary sewer lines, repairing or replacing sanitary sewer lines as needed, providing line locations for all water and sewer lines, and maintaining eight lift stations plus a bar screen and one lift station from SRCI. The city has approximately 56 miles of storm drain collection lines and 1,450 catch basins throughout city limits. Duties include storm drain maintenance and repair, and debris removal from catch basins.





# Police Stat Report 2021

| Activity               | 2021 June | 2021 July | 2021 August | YTD 2021   | PRIOR YTD 2020 |
|------------------------|-----------|-----------|-------------|------------|----------------|
| Calls for Service      | 1047/1607 | 1044/1586 | 949/1489    | 7106/11351 | 7032           |
| Murder                 | 0         | 1         | 0           | 1          | 1              |
| Manslaughter           | 0         | 0         | 0           | 0          | 0              |
| Robbery                | 1         | 2         | 1           | 12         | 4              |
| Sex Crimes             | 5         | 5         | 6           | 44         | 41             |
| Burglary               | 13        | 24        | 16          | 125        | 94             |
| Assault                | 9         | 14        | 14          | 101        | 111            |
| Arson                  | 0         | 0         | 1           | 3          | 0              |
| UUMV / Auto Theft      | 16        | 7         | 10          | 71         | 0              |
| Arrests                | 90        | 129       | 80          | 756        | 591            |
| Arrests w/Use of Force | 2         | 5         | 1           | 18         | 7              |
| Gang Related Cases     | 4         | 1         | 3           | 39         | 15             |
| Graffiti               | 4         | 0         | 3           | 59         | 40             |
| Death Investigations   | 5         | 4         | 2           | 15         | 18             |
| SRO Cases              | 0         | 0         | 6           | 66         | 75             |
| Thefts                 | 88        | 87        | 74          | 516        | 545            |
| Traffic Stops          | 38        | 52        | 130         | 732        | 1370           |
| Cited Traffic/Parking  | 103       | 109       | 96          | 680        | 627            |
| Traffic Crashes        | 50        | 56        | 46          | 334        | 285            |
| Alarms                 | 47        | 30        | 25          | 223        | 228            |

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## **MALHEUR COUNTY COURT MINUTES**

**August 18, 2021**

The regularly scheduled meeting of the County Court was called to order by Judge Dan Joyce at 9:00 a.m. in the County Court Office of the Malheur County Courthouse with Commissioner Don Hodge and Commissioner Ron Jacobs present. Various staff members 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 # [2021-4199](#)

### **COMMUNITY CORRECTIONS**

Lieutenant Jim St. Michell explained that a letter of support was needed from the County Court to be submitted with Community Corrections 2021-2023 Justice Reinvestment Grant application. Community Corrections Justice Reinvestment Program seeks to reduce prison usage, hold offenders accountable, reduce recidivism in the county and increase community safety. Commissioner Hodge moved to sign a letter of support for the Reinvestment Grant. Commissioner Jacobs seconded and the motion passed unanimously. See instrument # [2021-4200](#)

### **COURT MINUTES**

Commissioner Jacobs moved to approve Court Minutes of August 11, 2021 as written. Commissioner Hodge seconded and the motion passed unanimously.

### **ORDER DENYING PAPA APPLICATION - LEE**

Commissioner Jacobs moved to approve Order No. GO-07-21 - Order Denying PAPA Application; Proposed Ordinance No. 228. Commissioner Hodge seconded and the motion passed unanimously. The Application of Darren Lee for a Post Acknowledgement Plan Amendment (PAPA) to add a significant aggregate site to the County's Goal 5 Resource Inventory (Map 16S47E, Tax Lot 3200, Reference No. 6207) is denied. See instrument # [2021-4201](#) for the Order and Findings and Conclusions of the Court.

### **HEALTH DEPARTMENT - OUTREACH PROGRAM IGA**

Commissioner Jacobs moved to approve State of Oregon Intergovernmental Grant Agreement (IGA) Number 171838. Commissioner Hodge seconded and the motion passed unanimously. The program to be supported under the agreement relates principally to Oregon Health Authority's External Relations Division Community Partner Outreach Program. The IGA terminates June 30, 2023; funding is not to exceed \$100,000 and is to be used to conduct outreach activities to inform the local community of health coverage options and methods of applying primarily for public coverage through the Oregon ONE Eligibility System. A copy of the IGA will be returned for recording.

### **IGA WITH OSU - FINANCIAL SYSTEMS**

Commissioner Jacobs moved to approve Intergovernmental Agreement (IGA) with Oregon State University's Extension Service (OSU); OSU #2021-005750. Commissioner Hodge seconded and the motion passed unanimously. The agreement authorizes one County employee to have access to security classes or data determined by OSU to be necessary to complete financial transactions and/or provide office and technical support in the following systems: Banner FIS, Benny Buy, CORE, Credit Card Machine systems, OSCAR, Touchnet Cashiering for Web Departmental Deposits, and Travel Reimbursement (TRES) system, and other such systems as OSU may use in the future. See instrument # [2021-4202](#)

### **COURT ADJOURNMENT**

Judge Joyce adjourned the meeting.



## MALHEUR COUNTY COURT MINUTES

September 1, 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 posted on the County website, Courthouse bulletin board, and emailed to the Argus Observer, Malheur Enterprise, and those persons who have requested notice. The meeting was audio recorded. The agenda is recorded as instrument # [2021-4435](#)

### **PROCLAMATION - RECOVERY MONTH**

Various members of the Malheur County Drug Free Communities Coalition were present for the signing of the Proclamation declaring September 2021 as Mental Health, Substance Use, and Harmful Gambling Behaviors Recovery Month. Jennifer Shaffer read the proclamation:

#### Malheur County Proclamation

Mental health, substance use and harmful gambling behaviors affect all communities nationwide. With commitment and support, our family members, friends, colleagues, and community members with these disorders can achieve healthy lifestyles and lead rewarding lives in recovery. By seeking help, people who experience mental health, substance use and/or harmful gambling behaviors can embark on a new path toward improved health and overall wellness. The focus of our local theme for *Recovery Month* for September 2021 is "*Recovery is for Everyone: Every Person, Every Family, Every Community!*" To celebrate their journey, we recognize the challenges of recovery and we support them! We realize the need to share resources and build networks that support recovery in all forms, as we are all part of the solution. *Recovery Month and Hands Around the Park* spreads the message that behavioral health is essential to one's overall health and wellness, and that prevention works, treatment is effective, and people do recover.

The impact of mental health and substance use disorders is apparent in our country, with 9.5 million adults having had a co-occurring mental illness and substance use disorder in 2019. Oregon ranks first among all states for adults with substance use disorders and third in the nation for youth with substance use disorders. Additionally, an estimated 88,000 adult Oregonians have moderate or severe gambling disorders. These conditions in one way or another affect us all. Through *Recovery Month*, people become more aware and able to recognize the signs of mental health, substance use, and harmful gambling behaviors, which can help guide more people into needed treatment. Managing the effects of these conditions can help people achieve healthy lifestyles, both physically and emotionally.

The *Recovery Month* observance continues to work to improve lives to promote and support treatment, recovery practices, educating communities about prevention, and acknowledging the dedication of service providers and community members who assist in making recovery possible. For the above reasons, we are asking the citizens of Malheur County to join us in celebrating this September as *Recovery Month*.

We, as Malheur County Court, do hereby proclaim the month of September 2021 as

#### ***MENTAL HEALTH, SUBSTANCE USE, AND HARMFUL GAMBLING BEHAVIORS RECOVERY MONTH***

In Malheur County, we call upon our community to observe this month with compelling programs and events that support this year's observance.

Commissioner Hodge moved to proclaim the month of September 2021 as Mental Health, Substance Use, and Harmful Gambling Behaviors Recovery Month. Commissioner Jacobs seconded and the motion passed unanimously.

Paula Olvera explained that Hands Around the Park will be held at Rotary Laxton Park in Ontario on September 16, 2021. The 2nd Annual Sidewalk Chalk Challenge will also take place during the month of September and everyone living in or working in Malheur County is encouraged to participate.

September is also Suicide Prevention Awareness Month and the State is doing a statewide suicide prevention campaign on September 9th - it is a "Don't Give Up" sign rally.

### **IDAHO POWER SERVICES CONTRACT**

County Counsel Stephanie Williams presented the Services Contract with Idaho Power for energy assistance for businesses in arrears in Malheur County due to the impacts of COVID-19. Also present electronically was Idaho Power Community & Economic Development Advisory Mike Ybarguen. 85 small businesses were identified that have invoices that are 31+ days past due with a balance of at least \$10.00 as of July 31, 2021, but which were not 31+ days past due as of February 29, 2020. The County will pay 90% of the identified customer's past due account balance and Idaho Power will provide an Idaho Power Bill Credit equal to 10%. (Maximum of \$1,200 per identified customer.) Total funds contributed by Malheur County is \$21,516.60 (funds are COVID-19 funds the County received last fiscal year). Idaho Power identified the customers and written correspondence from Idaho Power and Malheur County was sent to the customers. Commissioner Jacobs moved to approve the Services Contract with Idaho Power Company. Commissioner Hodge seconded and the motion passed unanimously. See instrument # [2021-4439](#)

### **COURT MINUTES**

Commissioner Hodge moved to approve Court Minutes of August 18, 2021 as written. Commissioner Jacobs seconded and the

motion passed unanimously.

#### **CROSSING PERMIT**

Commissioner Jacobs moved to approve Crossing Permit #25-21 for Idaho Power Company to remove and replace poles on Stateline Road #1526. Commissioner Hodge seconded and the motion passed unanimously. The original permit will be kept on file at the Road Department.

#### **AMENDMENT - IGA #166050**

Commissioner Jacobs moved to approve Sixth Amendment to Oregon Health Authority 2021 Intergovernmental Agreement for the Financing of Mental Health, Addiction Treatment, Recovery, & Prevention, and Problem Gambling Services Agreement #166050. Commissioner Hodge seconded and the motion passed unanimously. The amendment is for Invoice Services for MHS 28 and MHS 30. A copy will be returned for recording.

#### **LEASE AMENDMENT - BROGAN COMMUNITY SOCIETY**

Commissioner Jacobs moved to approve Third Amendment to Lease by and between Brogan Community Society and Malheur County, recorded with Malheur County Clerk on August 30, 2006 as Instrument Number [2006-6441](#), First Amendment Recorded on February 22, 2017 as Instrument Number [2017-0544](#); Second Amendment Recorded on July 17, 2019 as Instrument Number [2019-2652](#). Commissioner Hodge seconded and the motion passed unanimously. See instrument # [2021-4438](#)

#### **ROAD ACCEPTANCE**

Surveyor/Engineer Tom Edwards met with the Court and presented road dedications on three partition plats. Commissioner Hodge moved to accept road dedication of a portion of Cherry Road and Holly Road on Scythe & Space Partition Plat #21-15 (property owner is Nagaki Farms, Inc.); a portion of Ivy Road, Juniper Road, and Pioneer Road on Scythe & Space Partition Plat #21-16 (property owner is Jerry and Sharon Nagaki); and a portion of Ivy Road and Juniper Road on Scythe & Space Partition Plat #21-17 (property owner is Nagaki Farms, Inc.). Commissioner Jacobs seconded and the motion passed unanimously. See instrument # [2021-4424](#); [2021-4425](#); and [2021-4426](#)

#### **LETTER TO GOVERNOR BROWN**

Commissioner Jacobs moved to sign a letter to Governor Brown stating that they join Senator Findley and Representative Owens in requesting she reverse course and repeal the COVID-19 vaccination mandate for health care workers, fire fighters, first responders and educators (grades K-12). Additionally, the Court asks that the indoor and outdoor mask mandate be removed and returned to local control. Commissioner Hodge seconded and the motion passed unanimously. (Commissioner Jacobs drafted the letter with minor assistance from staff.) See instrument # [2021-4436](#)

#### **MOA - ADA COUNTY**

Commissioner Hodge moved to approve Memorandum of Agreement (MOA) between County of Malheur, State of Oregon and County of Ada, State of Idaho FY 2022. Commissioner Jacobs seconded and the motion passed unanimously. The agreement is for juvenile offenders under the jurisdiction of Malheur County to be temporarily housed at the Ada County Detention Center. A copy will be returned for recording.

#### **SUPPLEMENTAL BUDGET**

Commissioner Jacobs moved to approve Resolutions R21-29: In the Matter of Fiscal Year 2021-2022 Supplemental Budget by Resolution Under Local Budget Law ORS 294.471. Commissioner Hodge seconded and the motion passed unanimously. The purpose of the supplemental budget is to allocate Contingency Funds to the Emergency Management Fund - these are holdover funds from the Homeland Security Grant for contracted services; and to allocate insurance proceeds that were not anticipated when the adopted budget was prepared in the Road Fund - these are insurance funds from a wind damage claim. See instrument # [2021-4437](#)

#### **EASTERN OREGON BORDER BOARD**

The Court received two letters of interest from potential candidates to serve on the Eastern Oregon Border Economic Development Board (EOBEDB). Commissioner Hodge moved to submit both names to the Governor's Office for consideration to fill the vacant position on the Eastern Oregon Border Economic Development Board: Ron Haidle and Tim Heinze. Commissioner Jacobs seconded and the motion passed unanimously.

#### **CHECK REGISTER**

Commissioner Hodge moved to approve the June 2021 Accounts Payable Register. Commissioner Jacobs seconded and the motion passed unanimously.

#### **ROAD DEPARTMENT**

Commissioner Hodge noted he received a call from Michael McGourty regarding a bridge with a restriction posting. Mr. Tiffany stated he was aware of the matter and is in communication with Mr. McGourty. There are no plans for this bridge, as well as other bridges, for the rebar in the beams and other things. A contractor is being hired to do ground penetrating radar to determine how much and what size rebar is in the bridge and core drill the concrete to verify the integrity of it.

#### **TORT LIABILITY COVERAGE AS PROVIDER FOR PSRB IGA; LIFEWAYS CONTRACT**

Commissioner Hodge moved to approve Intergovernmental Agreement (IGA) #171432 Tort Liability Coverage as a Provider for Psychiatric Security Review Board (PSRB) with Oregon Health Authority. Commissioner Jacobs seconded and the motion passed

unanimously. The agreement expires June 30, 2023. A copy will be returned for recording.

Commissioner Hodge moved to approve Amendment No. 5 to County Contract No [2013-3013](#) between Malheur County and Lifeways Inc.; County Third Party Amendment for Tort Liability Coverage to provide services for persons under jurisdiction of the Psychiatric Security Review Board. Commissioner Jacobs seconded and the motion passed unanimously. A copy will be returned for recording.

#### **SHERIFF'S OFFICE**

Sheriff Brian Wolfe met with the Court and discussed staffing shortages and recruiting difficulties for staff of the dispatch center. Sheriff Wolfe discussed the need to be more creative in the recruitment process. There are currently three vacancies in the dispatch center; three applicants will be interviewed next week; it is anticipated that there will be a need to re-advertise for dispatchers. Sheriff Wolfe suggested that in an effort to recruit more applicants the County offer a signing bonus and possibly retention bonuses. Additionally Department of Public Safety Standards and Training (DPSST) announced yesterday they are considering mandatory vaccinations for anyone attending the academy; Sheriff Wolfe said he would not require somebody to be vaccinated, that that decision was between the individual and their medical professionals. County Counsel noted that the matter of offering signing bonuses does not have to be bargained for with the union - they are outside of the collective bargaining agreement. The Court and Sheriff Wolfe discussed the suggestions and the difficulties with hiring statewide. County Counsel noted that labor negotiations will take place the end of October. After discussions, Commissioner Jacobs moved to authorize moving forward with structuring a hiring bonus for the next round of the dispatch hiring pool only and not to exceed \$2,000. Commissioner Hodge seconded and the motion passed unanimously.

#### **COURT ADJOURNMENT**

Judge Joyce adjourned the meeting.





## PUBLIC WORKS COMMITTEE MEETING MINUTES

Tuesday, June 08, 2021, 3:00 p.m. MT

**Jacobs**

The scheduled meeting of the Public Works was called to order by Chairman Bernie Babcock at approximately 3:10 p.m. on Tuesday, June 08, 2021 in the Council Chambers of City Hall. Committee members present in person or attended via Teams were Bernie Babcock, Scott Wilson, Pat Woodcock, and Jackson Fox; Jake Galeener was excused.

Others present in person or via Teams were Al Cablay, Paul Woods, Suzanne Mulvany, Kim Lord, Adam Brown, Sam Baker, Kari Ott and Griffin Hewitt, Argus Observer.

The press was notified and in attendance. This meeting was recorded; copies are available at the Public Works Headquarters and on the city's website at [www.ontariooregon.org](http://www.ontariooregon.org).

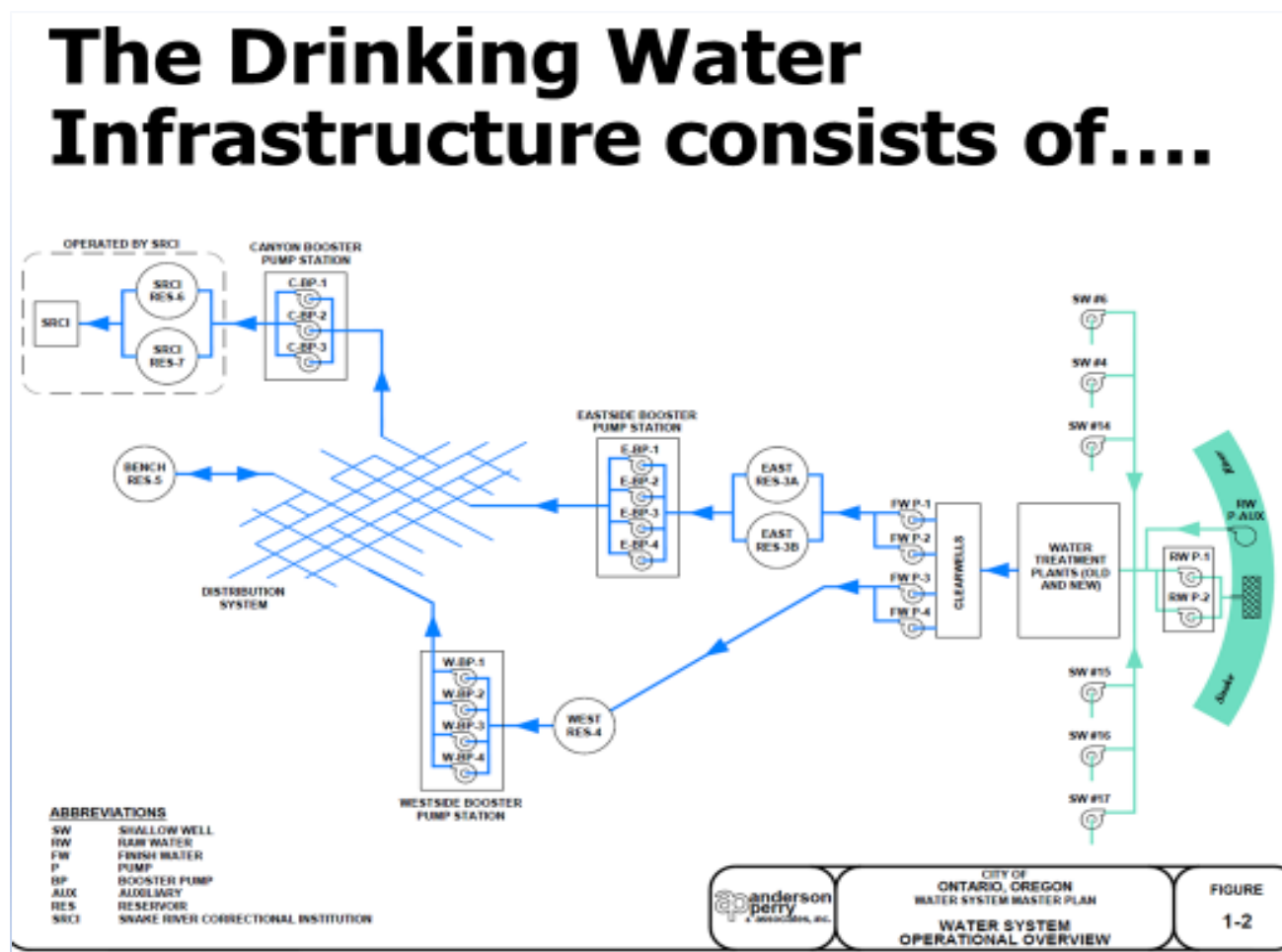
### ADOPTION OF MINUTES – MAY 11, 2021

#### RESOLUTION, ACTION &/OR MOTION:

**THE MOTION WAS MADE BY MR. FOX, SECONDED BY MR. WILSON TO ADOPT THE MINUTES OF THE PREVIOUS MEETING, MAY 11, 2021: MOTION PASSED UNANIMOUSLY.**

### PRESENTATION

#### Drinking Water System Overview



PIW – Good afternoon Mr. Chairman and members of the Commission. To follow up from our representation last meeting, we wanted to take one of the enterprise funds that are under public works, and do just a bit of overview and apply some information so that you get a sense of the types of capital improvements that we're facing. Give us some feedback on the strategy and give us some pointers on the direction that we're headed. I want to introduce Kim Lord, Superintendent of the Water Department. He really is the one who makes things happen, makes the water system work. Even though you're going to go through this today, it's really not intended to be a lecture. However, early on we'll do a little bit more of the talking but really want this to be more of a conversation.

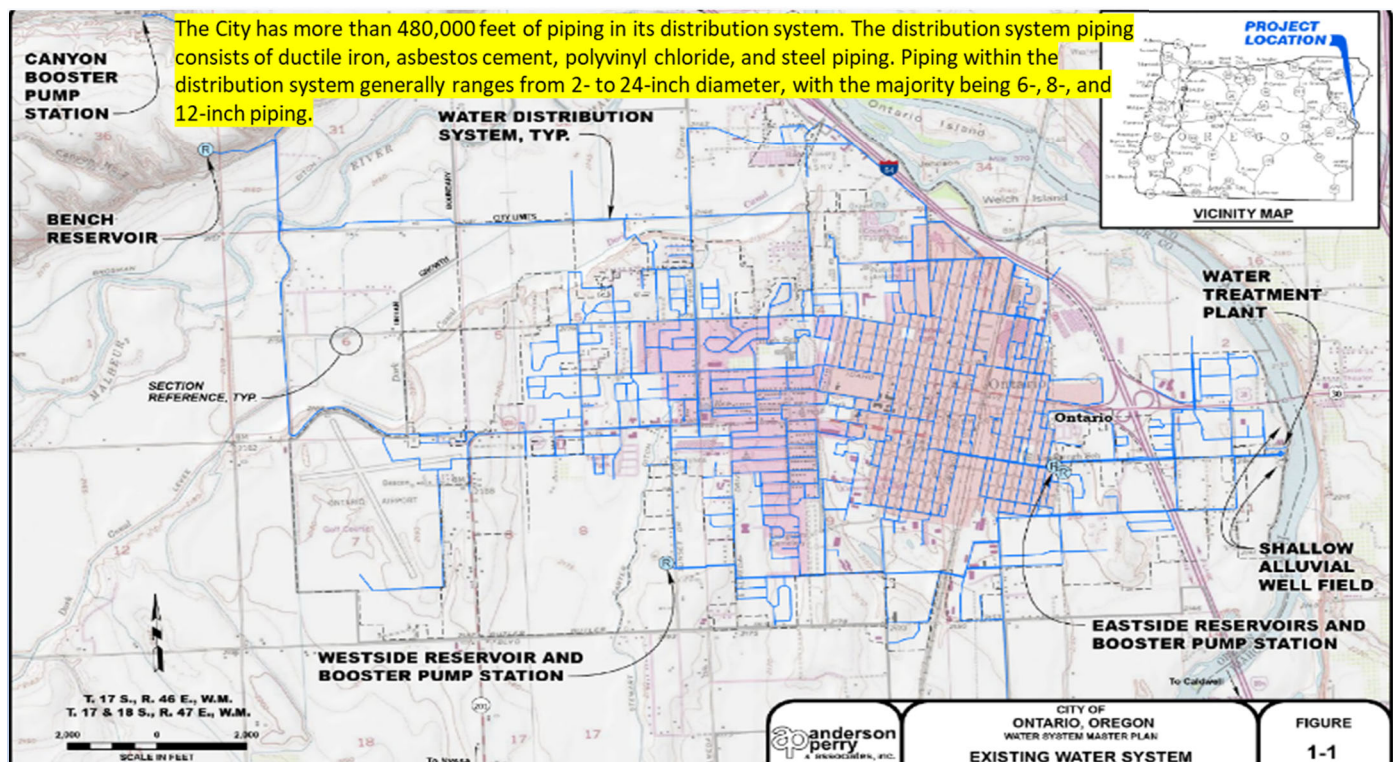
We want to start out by just describing the water system. This is kind of what we call the process flow diagram, but I'm going to have Kim go through this slowly so that everybody can kind of get familiar with our water system.

KL – So that you know we have two sources of water. We have surface water which comes out of the Snake River, and we have our ground water which consists of four shallow wells. Under normal operations we take surface water and run it through the old plant or the original conventional water treatment plant, and then we use ground water or well water and run it through the new plant or the WesTech Treatment Facility. The two plants are similar but very much different. The old plant uses a conventional water treatment in which we add chemicals and then run it through a rapid mixer and a series of flocculation sedimentation filtration and disinfection. At that point that water is now treated and ready to drink. Through the new plant or the up-flow absorption clarifier system we take groundwater which has low turbidity, treat it and run it through an absorption filter, which is absorbing beads. And then we filter that out and add disinfection and then it's ready to drink.

During the summertime or during high demand we will blend ground water with our surface water in our WesTech plant. That facility is not the most efficient for running surface water as our run times between backwashes are cut by almost 75%. It goes from 24-30 hours between backwashes to as low as 4 hours between backwashes. From that point we will pull it into the three clear wells and send it to the Eastside reservoir or the Westside reservoir. Eastside on 5<sup>th</sup> and 5<sup>th</sup>, and Westside on Sunset between 36<sup>th</sup> and the boulevard. From there we send it out to the distribution system through one stationary backup pump and then three variable frequency drive pumps. From Westside we also send it to Bench Reservoir, and then we boost it to SRCI or Snake River Correctional Facility.

PIW – I might add... these wells were put in in the 1960's and 70's, these wells in 2010-ish, and the screen that goes into the intake was in 1980-ish. The new plant was built in the early 2000's and the old plant is quite old. The plant doesn't run on a lot of automation either, it is pretty manual.

In looking at this spatially this is where things are on the ground, kind of a process flow diagram.



KL – At the Water Treatment Plant we have four booster pumps that sends it out to the two primary reservoir sites. One at Eastside again at 5<sup>th</sup> and 5<sup>th</sup>, and then Westside off Sunset. From Westside we boost it to Bench Reservoir. And our challenges from Bench Reservoir is because of the location and this being a “single zone” water system. We cannot use Bench Reservoir to pull a 3-million-gallon capacity. I didn’t know if you all were aware of that or not? If we boost to its capacity, we’ll over pressure the city. And an over pressured city means you all get phone calls of why aren’t water heaters working well anymore and why are garages being flooded? We also boost to SRCI from there.

## Water Production & Distribution Characteristics



- Total Approved Water Rights – 21.6 MGD
- Current Peak Delivery Capacity - 11 MGD
- Current Peak Demand - 9.2 MGD
- Kraft Heinz – 6 MGD
- SRCI – 0.5 MGD

PIW – This is looking at the characteristics: we have water rights up to 21.6 million gallons per day, but Kim can only produce peak per day or 11 million gallons per day; that is working your tail off as there is a lot of backwash once you get to that level. So, currently we are seeing peak demand maybe around 9.2 million gallons per day, so that's pretty tight or pretty close. We got a big user in Kraft-Heinz and that is difficult to turn the spicket down on as well as SRCI, so you know they need to expand the plant to increase capacity. And a lot of the economic development opportunities that we see at the city, it's a minimum of 8 million gallons a day. So, the time is now to expand the plant.

|                                               |                |
|-----------------------------------------------|----------------|
| <b>Current Rate Structure</b>                 |                |
| <u>Average Residential Monthly Water Bill</u> |                |
| Flat Rate                                     | \$12.06        |
| Consumption (4,000 gallons)                   | \$6.52         |
| UCF @ 17% of water cost                       | \$1.11         |
| <b>Total</b>                                  | <b>\$19.69</b> |

|                                                       |                                              |
|-------------------------------------------------------|----------------------------------------------|
| <b>First Year Resident with 5/8-1 Inch Meter Size</b> |                                              |
| Water                                                 | \$12.06 Flat Rate + \$1.63 per 1,000 Gallons |
| Street                                                | \$8.00 Street Fee                            |
| Public Safety Fund                                    | \$3.63 Public Safety Fee                     |
| Sewer                                                 | 53.46 Flat Rate                              |
| Storm                                                 | \$1.16 Flat-Rate                             |
| UCF                                                   | 17% of Water Cost                            |

|                                                  |                                              |
|--------------------------------------------------|----------------------------------------------|
| <b>After Year One with 5/8-1 inch Meter Size</b> |                                              |
| Water                                            | \$12.06 Flat Rate + \$1.63 per 1,000 Gallons |
| Street                                           | \$8.00 Street Fee                            |
| Public Safety Fund                               | \$3.63 Public Safety Fee                     |
| Sewer                                            | *Winter Average + \$6.64 Flat Rate           |
| Storm                                            | \$1.16 Flat-Rate                             |
| UCF                                              | 17% of Water Cost                            |

\*Winter average is calculated by taking your winter 5-month average (November - March)

I want to take a pause from that and look at the rates so that you guys have some familiarity with the rates. This is the rate structure and you can go to the City’s website and see that there is a flat rate plus a usage charge. Therefore, for an average residential bill in Ontario that uses about 4,000 gallons a month, you can see that we're just under \$20 a month for a residential rate. And that comes in the form of the flat rate, the consumption rate, and the UCF fee.



### Other Base Rates for Different Meter Sizes

| Meter Size | Monthly Base Rate | Outside City Limits | Consumption Rate per 1,000 Gallons | Outside City Limits |
|------------|-------------------|---------------------|------------------------------------|---------------------|
| 5/8-1 inch | \$12.06           | \$21.12             | \$1.63                             | \$2.84              |
| 1 1/2 inch | \$30.17           | \$52.81             | \$1.63                             | \$2.84              |
| 2 inch     | \$48.28           | \$84.49             | \$1.63                             | \$2.84              |
| 3 inch     | \$120.70          | \$211.22            | \$1.63                             | \$2.84              |
| 4 inch     | \$193.11          | \$337.95            | \$1.63                             | \$2.84              |
| 6 inch     | \$483.01          | \$844.75            | \$1.63                             | \$2.84              |
| 8 inch     | \$772.45          | \$1,351.81          | \$1.63                             | \$2.84              |
| 10 inch    | \$2,510.49        | \$4,393.35          | \$1.63                             | \$2.84              |

The flat rate is based on the type of water service you receive, so you can see as you get up to a very large size that flat rate is huge. And that's needed because of the infrastructure that goes into that. Then there is a distinction in the City between 'outside city limits' and 'inside the city limits.' You can see that the consumption rate stays the same no matter what the meter size is but the flat rate changes. And 'outside city limits' is \$1.20 more than 'inside city limits' for consumption.

## Water Fund Financials



| Line No.            | Description                                   | 2020 Actual      | 2021 Projected   | 2022 Projected   | 2023 Projected   | 2024 Projected   | 2025 Projected   |
|---------------------|-----------------------------------------------|------------------|------------------|------------------|------------------|------------------|------------------|
| <b>Revenue</b>      |                                               |                  |                  |                  |                  |                  |                  |
| 1                   | Charges for Services                          | \$ 3,311,095     | \$ 3,309,135     | \$ 3,336,693     | \$ 3,336,693     | \$ 3,336,693     | \$ 3,336,693     |
| 2                   | Other Revenue                                 | -                | -                | -                | -                | -                | -                |
| 3                   | Miscellaneous                                 | 700              | 1,098            | -                | -                | -                | -                |
| 4                   | Additional Revenue Required                   | -                | -                | 46,328           | 113,448          | 180,181          | 246,915          |
| 5                   | Total Operating Revenue                       | 3,311,795        | 3,310,233        | 3,383,021        | 3,450,141        | 3,516,874        | 3,583,608        |
| <b>Expenses</b>     |                                               |                  |                  |                  |                  |                  |                  |
| 7                   | Operation and Maintenance Expense             | 2,132,501        | 2,190,187        | 2,225,521        | 2,330,000        | 2,439,000        | 2,555,000        |
| 8                   | <b>Net Revenue Available for Debt Service</b> | <b>1,179,294</b> | <b>1,120,000</b> | <b>1,157,000</b> | <b>1,120,000</b> | <b>1,078,000</b> | <b>1,029,000</b> |
| <b>Debt Service</b> |                                               |                  |                  |                  |                  |                  |                  |
| 10                  | Existing Debt Service                         | 272,774          | 272,974          | 276,724          | 274,973          | 277,974          | 275,474          |
| 11                  | Proposed                                      | -                | -                | -                | 192,267          | 192,267          | 192,267          |
| 12                  | Total Debt Service                            | 272,774          | 272,974          | 276,724          | 467,240          | 470,241          | 467,741          |
| 13                  | <b>Net Revenue After Debt Service</b>         | <b>906,520</b>   | <b>847,026</b>   | <b>880,276</b>   | <b>652,760</b>   | <b>607,759</b>   | <b>561,259</b>   |

Just to give you a sense of the water enterprise fund, our revenues really just come from charging for services. So, in the budget we're projecting about \$3.3 million in revenue. We have a little bit of miscellaneous and then the additional revenue required but right now we'll just stay in 2021 as a focus. The operation and maintenance expenses, that's what it takes for labor and utilities to just do the typical operation. So, we have about \$1.1 million available after operating expenses or debt service and capital expenditures. Does that make sense so far? In continuing down, we have some

existing debt in the water system; that will be an obligation to 2033. We've got about just under \$850,000 available for capital improvement projects, and additional debt service.

BB – I have a question... It shows that in 2023 you have some additional debt service coming online. What is that?

PIW – That is what we're going to talk about. There's a bundle of these improvements that we need to do and that we're recommending getting funded.

## Water Fund Financials



### Other Cash Inflows (Outflows)

|                                            |                     |                     |                     |                    |                   |                   |
|--------------------------------------------|---------------------|---------------------|---------------------|--------------------|-------------------|-------------------|
| Loan/Bond Proceeds                         | -                   | -                   | 2,750,000           | -                  | -                 | -                 |
| Interest Earnings                          | 84,112              | 34,552              | 16,548              | 1,599              | 1,812             | 1,556             |
| Bond Issuance Costs                        | -                   | -                   | -                   | -                  | -                 | -                 |
| Transfers (in)                             | -                   | -                   | -                   | -                  | -                 | -                 |
| Transfers (out) to Streets Fund            | (220,144)           | (221,562)           | (236,811)           | (241,510)          | (246,181)         | (250,853)         |
| Transfers (out) for PERS                   | (460,950)           | (92,190)            | (92,190)            | (92,190)           | -                 | -                 |
| Other transfers                            | -                   | -                   | -                   | -                  | -                 | -                 |
| Capital Improvements                       | (245,519)           | (348,949)           | (3,946,612)         | (1,425,000)        | (135,000)         | (595,000)         |
| <b>Total Other Cash Inflows (Outflows)</b> | <b>(842,501)</b>    | <b>(628,149)</b>    | <b>(1,509,066)</b>  | <b>(1,757,101)</b> | <b>(379,369)</b>  | <b>(844,297)</b>  |
| Annual Surplus/(Deficiency)                | 64,019              | 218,877             | (628,790)           | (1,104,341)        | 228,390           | (283,038)         |
| Beginning Cash Balance                     | 1,747,420           | 1,811,439           | 2,030,316           | 1,401,526          | 297,185           | 525,575           |
| <b>Ending Fund Balance</b>                 | <b>\$ 1,811,439</b> | <b>\$ 2,030,316</b> | <b>\$ 1,401,526</b> | <b>\$ 297,185</b>  | <b>\$ 525,575</b> | <b>\$ 242,537</b> |

So again, this is offset a little bit in my copy and paste but what we have here is two things I wanted to daylight. This is the transfer that comes out of the water system and into the street fund. And that takes about a quarter of a million dollars out each year... out of that \$850,000.

KO – That's a franchise fee that goes into the street fund.

PIW – So, that is something that always happens. Don't have a lot of flexibility. It's for the sewer collection system and the water distribution system.

BB – And that amount is determined by the City Council through ordinance or regulation? Correct?

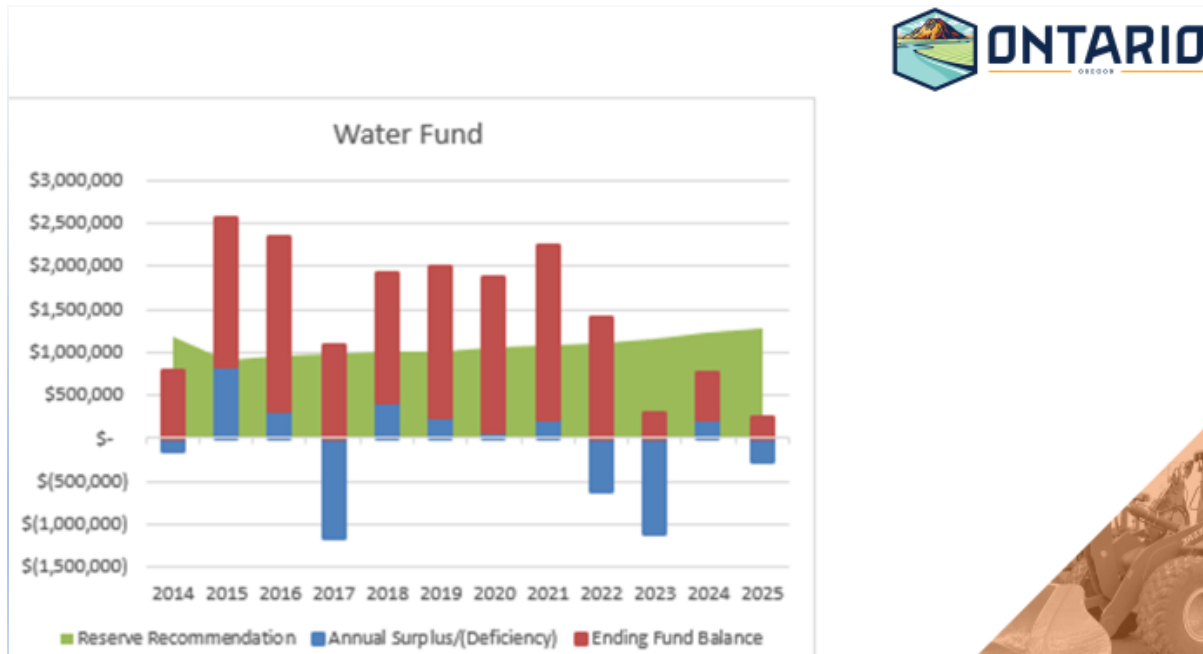
KO – Yes, it was done a long time ago, and is the same as what everybody else pays, i.e. Idaho Power, etc.

PIW – And then we have a transfer out to pay down the PERS liabilities which ends in 2023 or so.

KO – No it keeps going... That is the cost of PERS when Public Works became privatized in 2014; basically, that was the actual liability that we had amortized over 20 years to 2034.

PIW – So, we finally get down to what you guys are very concerned about, and that is the capital improvement budget. For now, in this particular case we've got a total cash flow of a negative amount, so at this point expenses have exceeded revenues. Which is a problem. So, what we have looked at because of the water master plan (which I'll come back to) we had this big expenditure of \$2.75 million and we think that that's going to be bigger. But the strategy that we're talking about in order to fund that is to use debt to fund that. To package together a number of the projects that are recommended in the water master plan. Bundle those together, execute them, and use debt to finance that. That is the approach going forward. Are there any questions?

So, one of the things that if you look at the water fund, (*in green below*) this is the minimum fund balance that's recommended by the GFOA. Right?



KO – Yes, the Government Finance Officers Association.

What we are showing here for 2021 going forward is that we're having a very difficult time. The idea here was to kind of give you a sense of the fund and the availability of funds to fund capital improvement projects. Therefore, when you say... "If I support these improvements, what does that do to rates?" This gives you kind of a sense or an example of how that works and some of the complexity that's involved. Does that make sense?

BB – You're showing some substantial deficiencies in resources like... was that "Snowmegeden" in 2017 was that what that was from?

KL – 2016-2017 was the installation of the mixing building.

PIW – So, the guide to the improvements that we really need to implement is part of or is really documented in the Water System Master Plan.





I know last year with COVID this was finalized and submitted to the agency in 2020. I'm not sure if this committee has had a chance to look at it, but it is my understanding that it was brought to you guys for consideration, however there wasn't a quorum.

BB – I don't remember seeing it in this form.

PIW – We have just received comments back from the Oregon Health Authority after they were reviewing it for 6-8 months.

### Deficiencies

The deficiencies of the water system are outlined hereafter.

#### Supply and Treatment

- Current water treatment capacity will not meet projected future demands. It is estimated that the water treatment capacity is currently approximately 1.0 MGD below system water supply capacity needs.
- Current treatment capacity can barely meet current peak day demands and will not meet projected future demands.
- The WesTech treatment system has some operational challenges in treating surface water.
- Some equipment/infrastructure at the existing water treatment plant has exceeded its useful service life. This is discussed further in Chapters 3 and 6.

#### Storage

- The Bench Reservoir storage capacity is not fully utilized. The Bench Reservoir has a storage capacity of 3.0 million gallons (MG). However, only 2.0 MG of this storage capacity is currently utilized to avoid over-pressurizing the distribution system to fill the Bench Reservoir. Refer to Chapter 4 for further discussion.
- The Eastside Reservoirs have exceeded their service life and need to be replaced.
- Current water storage capacity does not meet projected future storage requirements. It is projected that 1.0 MG to 4.0 MG of additional storage may be needed by 2040, depending on commercial growth in the community. Refer to Chapter 4 for further discussion.

#### Distribution

- The Distribution system does not adequately serve areas expected to experience future commercial and industrial growth.
- A few localized areas have poor distribution system looping, which limits water circulation (potentially impacting water quality) and fire flow capacity.



## Deficiencies

So, I'm not going to read through all of these, but they listed some deficiencies in the water system that we've kind of touched on here. One, that maybe only got about one inch of additional system capacity; this is talking from a treatment perspective. There needs to be an addition to the system to allow for additional treatment, and they talk about the WesTech system. That it does have some operational challenges in treating surface water. So, one of the things that we need to resolve is can we get more out of that shallow well field? Because if not the more we pump out of the river the more that challenges the WesTech system because it has higher turbidity and it is less efficient, so we are trying to get to the bottom of that. The other thing on the Bench reservoir is it's not fully utilized. Having additional storage there is helpful, but the way that it's constructed, it's not. It's not an easy problem to solve. As Kim reported earlier, we have a single loop, but if we were to add an additional loop that's quite a bit of additional piping. So, we are looking at an alternative to that like a booster pump situation, but we need the distribution system as well. And that there are some areas that need additional commercial and industrial growth, and we need additional distribution piping and the Mayor and Council have funded some of that to try to extend some of that utility out there. Again, system looping is an important concept and water distribution... keep that water fresh, not have it be in pockets and there are a couple areas that's a challenge.

The table below is kind of hard to read, but this is a table from the Water System Master Plan. Basically from 2020 to 2025 we identified projects that total between 8 and 9 million dollars, and as we just went through the financials, we don't have that kind of cash flow. So, we are figuring out a way to make these or bundle these projects together and to make them as streamlined as possible to be able to implement them in a timely fashion.

AB – As additional users come on, industrial or residential does the maximization of that Bench Reservoir go up? Are we able to use?

PIW – The issue is pressure. We don't want to over pressure the system. So, we need to take pressure off, and additional users won't necessarily take the pressure off.

KL – The problem is that it is a single line in and out. The influent is the effluent .

**TABLE ES-1  
RECOMMENDED WATER SYSTEM IMPROVEMENT PROJECTS**

| Implementation Priority | Chapter | Improvement Type                  | Recommended Improvement                                                                                        | Estimated Cost within Implementation Time Frame |                              |                              |
|-------------------------|---------|-----------------------------------|----------------------------------------------------------------------------------------------------------------|-------------------------------------------------|------------------------------|------------------------------|
|                         |         |                                   |                                                                                                                | 2020 to 2025**                                  | 2025 to 2030                 | 2030 to 2040                 |
| 1                       | 3, 4, 5 | Capital Improvements/ Maintenance | High priority: existing booster pump station, treatment plant, and storage improvement/ maintenance projects   | \$2,300,000                                     |                              |                              |
| 2                       | 3       | Treatment                         | 2.0 MGD expansion at the existing water treatment plant                                                        | \$1,615,000                                     |                              |                              |
| 3                       | 3       | Supply, Treatment                 | Decommission old cleanwell and add new 600,000-gallon cleanwell/finished water pump station                    | \$2,150,000 to \$3,200,000                      |                              |                              |
| 4                       | 5       | Distribution                      | High/medium priority distribution system improvements in commercial and industrial growth areas                | \$2,046,000                                     |                              |                              |
| 5                       | 4       | Storage, Distribution             | Replace Eastside Reservoirs and booster pump station                                                           |                                                 | \$5,600,000 to \$7,500,000   |                              |
| 6                       | 3       | Supply, Treatment                 | 8.0 MGD treatment expansion*                                                                                   |                                                 |                              |                              |
| 6                       | 4       | Storage                           | Utilization of the full Bench Reservoir storage volume (assumed to occur with treatment expansion)             |                                                 | \$11,200,000 to \$16,200,000 |                              |
| 7                       | 3, 4, 5 | Capital Improvements/ Maintenance | Medium priority: existing booster pump station, treatment plant, and storage improvement/ maintenance projects |                                                 | \$682,000                    |                              |
| 8                       | 4       | Storage                           | Additional storage capacity for long-term growth                                                               |                                                 |                              | \$7,500,000                  |
|                         |         |                                   | <b>TOTALS</b>                                                                                                  | \$8,111,000 to \$9,161,000                      | \$17,500,000 to \$24,400,000 | \$7,500,000                  |
|                         |         |                                   | <b>TOTAL RECOMMENDED IMPROVEMENT COST YEARS 2020 THROUGH 2040</b>                                              |                                                 |                              | \$33,150,000 to \$41,000,000 |

\*Assumed to include certification of existing City water rights.  
\*\*Includes 3 percent annual inflation to anticipated year of implementation.



## Recommendations

PtW – So what about drilling a well up there? To fill the reservoir and then you'd just have a single out.

KL – That would be a simple solution if we could get water rights or if ...

PtW – It looks like you got plenty of water rights. The one slide said 26.8 mgd but you're only utilizing 11?

PIW – So, our well sit over here (*far right*) and these are all shallow alluvial water rights. They don't go down deeper than 50-60 feet. All the wells they researched as part of this whole area they couldn't find a well that produced down deep anywhere.

JF – How long is the single line? If you decide to put in another line and T in?

KL – Do you see where the reservoir is at? (*top left*) From that point back to the main loop is a single line reservoir. So, it comes off the main loop which runs up to SRCl, and this is the single in and single out.

PIW – So, our focus in the Master Plan looking at an expansion of the treatment plant is really kicked off right now to make sure that we understand what balance of source water we can get into the plant. And So, what we've seen and what is listed in the master plan are those 6 shelf vertical wells. Their production over time has declined by about 50%. Even with cleaning them, replacing the casing that that has continued to decline. One of the things that we're looking at is just... the gravel pit has continued to expand. The gravel pit is just upstream of the well field and they pump that down .... We're also looking at the screen that we have out in the Snake River, and because of the way the river comes and bends there the way that screen comes out it tends to get silt build up on the inside of that bend and we've had issues with that screen.

So, we're looking at that as part of that 2-million-gallon expansion. This high priority here is looking at the booster pumps in addition to that Bench Reservoir and we are trying to figure out how to get this number down? This project is really a weak link in our system so when we have finished water, we dump it into our clear well. And the finished floor elevation of the clear well is below the floodplain. So, if we ever had that inundated through a flood all of our finished water is now dirty and contaminated. That clear well is old and is in need of replacement, but it's also kind of a critical weak spot in the system. So, that needs to be replaced.

The distribution improvements... we continue to 'will' away at that and I'm not sure that we would include that as part of what we are trying to do. But we are trying to come up with a project right here that addresses these systems and want to then bring that back to you once we get that project defined. But that would be a capital improvement project that we would recommend being funded through a debt issuance.

BB – Is there some kind of financing available for that debt service? Is there a municipal fund in the State or how would that be financed?

KO – There is like the clean water revolving fund, and the CDGB has grants sometimes too. So we'll look at those options also.

BB – How long? 20-30 years?

KO – For that debt I've seen about 20-years and I think you can get different options.

PIW – What's interesting thou is in the next 10 years and these numbers are even bigger, these get into the Eastside and Westside reservoirs at the end of their useful life and storage now becomes bigger. And that is what is driving our investment here. It's not so much treatment expansion but storage; this is really adding to the storage as well as replacing the reservoir system.

KL – The fine line with storage is if you get too much storage then your water age becomes longer and longer, and therefore we have issue with disinfection by-products. So, the further we can keep away from exceeding those the happier you all will be as City officials.

BB – If you were able to do all of those things, how much additional capacity would you have? Up to 20 mgd.



- The CIP Strategy for making the near-term required improvements is to bundle the projects together and issue debt to maintain affordability.
- There may be an opportunity to use American Rescue Plan dollars that will be allocated to the City for a portion of the improvements.

PIW – So, our CIP strategy in near term which I said numerous times is really to maintain the affordability of the rates, and to bundle together projects so we can issue debt and not have a rate shock. And if there is an opportunity to use American Rescue Plan dollars... there are some dollars that might come to the city that where this would be the appropriate expenditure and we could allocate some there.

AB – Our leadership team is trying to work out a budget for the City's \$2.4 million. And the utility expansion is one of the usable items so that would help keep our water fund liquid.



PIW – So, hopefully this was a little bit helpful as we approach the water CIP and going through that. We want to make sure that we're not just hitting you with all of this at once. We will continue to do this with other funds too.

BB – How often is the City's water master plan updated? Is it required? Obviously, it is to get funds.

PIW – Typically it's done about every 10 years. This plan was an update to a plan that was originally done in 2001 and then there was a small amendment done in 2010.

BB – Thank you. Very well done.

PIW – The ordinance requires that we bring master plan documents to you but it's not clear when. Typically, what is done is you submit it as a draft and use it as comments, but we're happy to allocate time to revisit that if you'd like. It's a Pic document and it's a large size; it's not easy to just hand to everybody. We don't have it on the website, but we will look into that.

### NEW BUSINESS

#### **Ordinance #2791-2021: Amend OMC 2-8-5 RE Public Works Committee**

PIW – Mr. Chairman and members of the Commission, the City Council directed the staff to bring back to the City Council changes in the Ordinance for the Public Works Committee directing that it is their preference that the committee make recommendations on the Capital Improvement budget. So, I worked with Al, Adam, Kari, and our staff and we made this change here that we day lighted with the Council and it will be on their agenda for adoption on the next City Council meeting. We struck the sentence that basically stated that it was not the purview of the PWC to get into this matter, and then we added a new section 'C' that provided specific language.

*Ontario Municipal Code 2-8-5 shall be amended to read:*

- (b) The Public Works Director shall bring any and all proposed changes to the Ontario Municipal Code that affects the Public Works Department to the Public Works Committee for their review and recommendation prior to being presented to the City Council. This shall include, but not be limited to, any standard drawings and specifications, utility charges, fees or SDC changes or additions, Master Plans or Studies, and Major Capital Improvement Projects. ~~This requirement shall not mean that the Public Works Department will bring the Public Works Department Budget to the Public Works Committee, as the Public Works Department budget is the responsibility of the Budget Committee.~~*
- (c) Each year as part of the Public Works budget development process, the Public Works Director shall bring the proposed capital improvement budgets for Public Works projects to the Public Works Committee for review and recommendation to the Budget Committee. Such review and recommendation shall be limited to budgets for public works capital improvement projects only.*

BB – Essentially what this is doing is it's clarifying and putting it in stone that the capital improvement budget will be reviewed as part of our function and it's identifying the fact that it's not the operational part of the public works budget. It's just the capital improvement budget. I think it's a great clarification. Thank you.

(... Continued discussion of this topic is under Comments).

#### RESOLUTION, ACTION &/OR MOTION:

**THE MOTION WAS MADE BY MR. FOX SECONDED BY MR. WILSON THAT THE PUBLIC WORKS COMMITTEE RECOMMEND THE CITY COUNCIL TO APPROVE THE LANGUAGE CHANGE AS WRITTEN FOR ORDINANCE #2791-2021: ONTARIO MUNICIPAL CODE 2-8-5: MR. BERNIE BABCOCK – YES; MR. SCOTT WILSON – YES; MR. PAT WOODCOCK – YES; MR. JACKSON FOX – YES; MOTION PASSED 4-0-1 (GALEENER-EXCUSED).**

### DISCUSSION ITEMS

#### **Wastewater Facility Plan Update**

PIW – So, related to your question about water masterplans, we've not updated our wastewater master plan since 2010, and again, there was an amendment to the one from 2001, so we're recommending that we undertake an update to the wastewater master plan. Right now, our wastewater treatment plant has a rated capacity of 3,000,000 gallons a day; our peak demand is around 1.6 to 1.8 million gallons a day. I think I've mentioned to this membership before that we get

approached by these economic development opportunities that want somewhere in the neighborhood of 1 to 4,000,000 gallons a day. We think that we should update the wastewater master plan consistent with the water master plan to be able to accommodate an additional 4,000,000 gallons a day. Be able to demonstrate to people that come and want to develop a new plant here, that yes, we have a plan to go up to 7,000,000 gallons a day basically.

BB - So, what you're saying is "you do one, you gotta do the other".

PIW – We should. We don't have to, but we're recommending that we would do that. And as part of that, we really want to engage you because we want to look at... or do we want to look at all the lagoon system can do? And adding another... essentially doubling in size, so do we want to add acreage? Up at Skyline do we want to make Skyline and Malheur be able to take water simultaneously? Do we want to try to discharge to the river in the summer? I think that would be difficult given that the reason we discharge to those two farm properties is we don't have to treat for phosphorous. Phosphorous is very expensive. We should also look at potentially land apply year-round and get out of the river and get out of the arsenic situation.

We need to submit a draft of that outline to DEQ for approval, which basically covers the areas that we talked about there. But we budgeted money next year to do this and I would like to get your involvement in that process as we go through it.

BB – I think it's pretty obvious that the plan needs to be updated, I mean it was 2010 when it was last completed. I do have one question, it's kind of related to the facility ... so, the sludge was removed this winter, what impact has that had? Is it too early to tell?

PIW – I think as we went into the spring, we didn't have the odors that we had before. I'm always cautious to say are we lucky or good? I think that certainly removing that material, not letting it go anaerobic, having better mixing in there really improved our treatment system.

BB – I'm hoping that in the future maybe we'd get some updates on the evaluation of that process.

KL – We noticed the plant seems a lot happier. The past few springs we noticed the plant went from a healthy plant color to a Gray or a dead color. Which kind of told us our bugs were not happy, they couldn't sustain life. And this year it stayed a healthy green color. From the time we finished, and everything settled back out from the biosolids removal through currently. The plant is a lot happier. The bugs are a lot happier and they're doing their job.

### **Evergreen Cemetery**



## **Evergreen Cemetery North Gate**

- ✓ Monitoring period completed
- ✓ Three Options
- ✓ Discussed at May 11<sup>th</sup> meeting

AC – Mr. Chairman and members of the Committee, the first slide is the City Manager and I were quoted in a recent article in the Argus Observer. We did a 60-day monitoring, and it's been completed. We do have results that which just in round numbers we had five complaints or comments that were called in or emailed into our facility. One was a resident, three were City employees and one was a Jacobs employee. The three options that appear is what I wanted to bring before the committee to discuss and give us direction. I do need to tell you that Council Liaison Baker did bring this before the City Council and daylighted these issues, which is how it got reported in the Argus Observer. The Committee may recall this from the May 11<sup>th</sup> meeting.



## Options...

- **Option A**
  - ✓ Remain Open 24/7
    - ...Standard Municipal Cemetery Protocol (Cemetery Association of Oregon [www.oregoncemeteries.com](http://www.oregoncemeteries.com))
- **Option B**
  - ✓ Revert to Full Closure 24/7
    - ...Opening exceptions were made on a case-by-case basis.
- **Option C**
  - ✓ Modified Opening Hours
    - ...Weekday Open during business hours (TBD) and Weekend Open 24 hours
      - ~ Dusk to Dawn, 8AM to 5PM
      - ~ Opening/Closure conducted by Public Works Maintenance Staff
    - OR
    - ~ Closure by Public Safety (Fire or Police)



These options are basic. Do we want to modify them? I was just bringing them before you, for the committee to consider. This is just another phase of the feasibility of what we do. Where we are today is that the gates are not locked at all. The municipal cemeteries in which I am familiar with the Cemeteries Association they are always kept open 24/7. They're never secured, only on certain occasions and that's usually an operational call. So, these options are presented to you for discussion, especially for context, so that perhaps the Committee would consider these just given again the background, which is what I would call minimal response. We've had no reports of any near misses. I personally walk my dog down in through the TVCC Greenbelt once a week just to see if there's any evidence or any traces of misuse or abuse, and I haven't seen any at this time.

So, I'll just highlight very quickly... Option A is to remain open as it is. I give you the website to Oregon Cemeteries. We're a member of that association as well, and it recommends municipal cemeteries are like parks, they're very rarely locked up at all. Option B, and they are in no particular order, is to revert to those prior and I'm not exactly sure of the time, but let's just say it's been within the last decade that it has been at full closure. I don't have an exact date, but I wanted to say at this stage is it was about a decade of being fully closed, the North Gate.

BB – I don't remember seeing it open. I've lived up there since 2001 and it's for the most part is closed with the exception if they have a funeral or something.

AC – Option C is what I believe that the Commission should consider, and this is by no means the template that you need to consider, but I thought it was worth mentioning. So, that is we would modify the opening hours. One approach would be to keep it open during the weekday, during business hours to be determined what those hours would be. And then completely open during the weekend 24 hours. A typical time to lock it would be dusk to dawn, 8 to 5. Two mechanics involved or housekeeping item if you will regarding the opening and closing of it, could be conducted by our public works staff entirely, or we could open it in the morning where the cemetery staff is there at 7:00 o'clock every day and be closed by public safety. I did ask the Chiefs for their input, and Chief Leighton did say that is something that they would consider, but I have not heard back from Chief Romero as of yet. But I'm not sure that he would have an issue. So those are sort of bookends of what I present as options. I'll stop there and answer any questions or hear the feedback from the committee.

BB – So in looking at the data that's been collected or the feedback, did you indicate that you thought Option C was...?

AC – Previously I have done a version of Option C both at parks and at cemeteries. I believe there's processes and resources in place it's just getting back to the question of why was this locked in the beginning, and why do we have to continue to lock it, vis-versa. Why not open it, and why not leave it open is the question that the Committee needs to consider.

JF – Are you talking about locking all the gates or just that one that I thought was a problem?

AC – No Sir. Just the North Gate. The others have remained open and always have.



JF – What was the squawk that started all of this?

AC – I do not know why it was closed to begin with. It may have just been preference. I know it has been closed for at least 10 years up until recently when we opened it.

JF – So, someone in the public had trouble with it being closed like it was? How many people griped about it?

AB – It was a call from a woman in the community who has her husband buried there, and she uses the Park Blvd entrance. I asked her why she couldn't use the entrance on the other side, and she said it was inconvenient for her. The concern from the staff out there is that people cut through there to get to 14<sup>th</sup> instead of going around SW 4th or Alameda.

JF – With the gate open?

AB – Yes. And she was pretty upset about it being closed. So, we did this trial period to see what comments were. And the comments really were from the same staff that said people drive through there. Higher speeds are dangerous for the staff that are trying to maintain it, looking over the shoulder for vehicles and stuff.

BB – There are 3 or 4 other entrances? Three, one on SW 11<sup>th</sup> and two on the end at SW 14<sup>th</sup>.

SW – Some of us go back a long time because prior to the dorms being built at the college, prior to the upgrading of the parking lots, you could not go north and south through the college at all. And I think there might have been more frequent use of that pathway for cars to go through. When the college put in the new parking lots and the dorms you can now go in at the north entrance and drive all the way through to the gym.

BB – And there is a lot of traffic that uses that route as a thoroughfare.

SW – Yes and that option wasn't available 20 years ago.

JF – I'm not sure that for one griper we're supposed to bend over backwards if it's causing problems and dangerous...

BB – It's almost like you've invited more problems by opening it with traffic moving through there than by keeping it closed.

SW – Like Jack just said, if it's been 20+ years closed, and there has only been one person come forward to ask it to be opened...?

BB – I'm in agreement with Jackson and Scott. I'm assuming you feel the same way.

SW – Yes.

BB – We're in agreement that we're not sure that one complaint warrants leaving it open.

JF – How much trouble is it to drive over to the other side?

AC – I believe this complaint as the city manager was saying that the grave site is right there off the North Gate. So, to go around and come in clear to the other end again it is longer and not as convenience. And again, trying not to land on this either way... I'll do the best I can.

Why it was closed in the beginning? again, I don't know. Maybe it was just one person from staff that said, let's close it and made that decision arbitrarily however many years ago. I can only substantiate 10 years, but that decision was made sort of arbitrarily. So, here we are today trying to make that decision based on again perhaps one person that says I can't get around to see my loved one because I have to drive completely around. Again, I'm just trying to present it and Municipal Cemeteries are open, that's their practice. That's the reason I left that reference up there, and you can check it because they just don't close it.



## Direction?

- City Council notified via City Council Representative oral report
  - Sam Baker, Councilor

This slide shows the direction the City Council is notified by Councilor Baker. We would do the same thing in whatever your recommendation is before we move forward and say that at least there will be a date stamp on this action.

SB – So, you had it where it was open recently to try to see what would happen. Is that correct? – Yes. What was the length of that term?

AC – So far, it's been ongoing, and it's been a little over 60 days; coming up on 75 days.

JF – And how many complaints during that time?

AC – We had five. I didn't get into the specifics because we didn't feel it to be appropriate, but they are here.

JF – Anything life threatening? Drag racing? Etc....

AC – No Sir.

JF – Tough decision...

(... Continued historical discussion.)

BB – We've given our comments and I think we gotta let the City Council go over it and figure out what needs to happen. Sam?

SB – I'm good with that but I'd just like some kind of consensus from you gentlemen.

BB – Unless the consensus has changed, we already said that we didn't think it was a big deal leaving it locked.

RESOLUTION, ACTION &/OR MOTION:

**CONSENSUS: DIDN'T THINK IT WAS A BIG DEAL TO LEAVE IT LOCKED.**

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**CORRESPONDENCE, COMMENTS AND EX-OFFICIO REPORTS**

JF – Mr. Chairman, I don't understand if we gave a consensus on that ordinance.

BB – I'm not aware that we were asked to make a recommendation, and I think the action on the ordinance is up to the City Council. So, what you're saying is you want us to fully support it? Was the City Council looking for a recommendation from us regarding this?

PIW – That was not the direction we were given. I mean I don't think that's a bad idea, but the Council directed us to bring back to them language. They didn't say to take it to the Public Works Commission. I don't know if that was just the way it came about because it was conversational.

BB – So, "Take the ordinance back to the Public Works Committee or ensure that the capital improvement projects are reviewed by the PWC"?

PIW – The direction of the Council when they daylighted that is that it had come to their attention that the current ordinance prohibited the PWC from doing what we had been informally doing. The direction, and Councilor Baker if I mis-speak let me know because this came from the Mayor, was for the staff to bring directly back to the Council changes that would correct that language.

BB – So, there is no question moving forward that we are to review the Public Works Capital Improvement Budgets.

PIW – That was the unanimous direction that was given to the staff. Now what we did was give them a draft last meeting, but there was no action taken. The First reading will be at the next meeting. Fortunately, because of timing if there's changes or recommendations you have on that language, I don't think there is anything that prohibits conveying that to us or directly to Councilman Baker. The Council did not say 'go draft language, take it to the PWC for review'.

JF – But the ordinance does. I'll read the first lines. "The Public Works Director shall bring any and all proposed changes to Ontario municipal code that affects the public Works Department to the Public Works Committee for their review and recommendations prior to being presented to the City Council."

BB – He is right. This is the top part of Section B, and it does say that you're supposed to present to us before any modifications or changes.

PIW – So, there's the potential that we've accidentally done it right.

BB – I wasn't paying attention to that. I was paying attention to the bottom part, which is the focus of the ordinance, so you're right Jackson. That's a Good catch. So, do we want to have some discussion on this?

JF – Well we've already discussed it. I'm in favor of it.

BB – Yeah so if that's the case, and we are in favor, and there's no continued discussion I'll entertain a motion.

*(... The motion is documented under the original topic of New Business).*

BB – So, do we have any additional comments or other items at this point?

AC – Mr. Woods I believe would like to talk about a matter under the ex-officio. An item's coming before you that Councilman Baker may recall from the Council.

BB – I have a question on ex-officio reports. I'm not sure... normally it would have to appear in the agenda for an item of this, because press would have to be made aware.

AC – It's just a discussion Mr. Chair. No action.

BB – So why wasn't it listed under discussion items? It's a technicality here, but you have the agenda which the press has and they get the agenda and we are introducing an item that wasn't a discussion item that's not a comment from the Public Works Committee. I don't think it's the right way to do it. I think that we would have to amend the agenda to include it in the discussion item... I'm going to go ahead and let you do that, but I'm not sure that's the right way to do it. So, go ahead.

PIW – Thank you Mr. Chairman. This item originated at City Council, at one of the City Council meetings. A gentleman showed up during the public comment period at the beginning of the meeting. And indicated that the residents that live on those streets around Kraft-Heinz were being burdened by semi-trucks parking there, running their engines and being there overnight. That comment was made directly to the Council, and the Council not taking any action directed staff to look into that; they didn't say to bring it to the Public Works committee. So, we were going to work through some things and bring it to the Public Works Committee. However, at the last meeting a Council Member who has interest in that wanted an update on it and kind of caught us a little bit flat footed. And so, we had a discussion and then we got further direction. Again, I think we need to continue to work out the process between the Council and the committee and staff, and how these things go. But we've been kind of getting some direction and so we're just giving you an update on that if that's OK?

Bb – I just thinking that in terms of formality and a process the way this group is supposed to work. The public might have a comment on it too, and they might want to come to the meeting. So, if it's not in the right part of the agenda and they don't know it's on the agenda they might not show up. And so, I think it would be something you certainly want to discuss moving forward; I think it needs to be listed as a new business item or a discussion item, depending on where you guys feel like it fits. But you know we are subject to public comment and getting feedback from the Community and I just think that the more detail we can get within reason in the agenda on those types of things, the better we're doing our job. And so, I'm not trying to be critical of you for bringing it up. I think it's appropriate that it be brought up, but I think that if we're going to have a formal discussion and a thorough discussion it certainly should be listed on the agenda as a separate item. I understand where you're coming from and I agree completely that it is something that we need to be... you're being directed by the City Council to have the Public Works Committee look at that. Is what you're telling us?

PIW – No, I'm saying that they neglected to give that direction.

BB – Oh they didn't? So, they haven't had any comments with...

PIW – What happened was it came up in a public meeting. We reached out to Kraft-Heinz, we researched with what authority we have; we're formulating a plan and then at the last meeting Council member Melendrez wanted an update. So, we gave an update and as part of the update not asking for direction, we were given direction. To start putting some no parking signs out in that area.

BB – And your interpretation is that's a Public Works Committee concern?

PIW – Well, I think what we will get better at is when we get direction, is to say Mr. Mayor and Council members can we take this to the Public Works Committee for direction first. Councilman Baker if I'm mischaracterizing that feel free... It was like we want you to do something like right now.

SB – And I believe they Mayor wanted you guys involved, and I believe a couple other Council members did too, for Paul to run it by and say what do you think about this...? Correct?

PIW – Yes. And I need to be more explicit to say, "Is this what you're saying?" There's this expectation that we pretty quickly go out there and take some signs, and that was not my recommendation. In fact, my recommendation was the opposite. But be that as it may... I have some maps here if you want to see the area we're talking, or want to see the sign we're talking about? And if we want to wait until you have a chance to absorb this, bring this back as an agenda item? We need to go to the City Council at the next meeting and say that's what we're doing, and you know risk in going that route but that's fine.

BB – We work at the pleasure of the City Council and if they are determining that that's what they want to do...

SB – You have to remember that this was like a 12-hour meeting. Wasn't it? (...inaudible. multi discussions.) There were some concerns because there were some other stuff going on with that particular entity.

AC – Councilor Melendrez was satisfied with the updated we gave. We just thought this was proper protocol...

BB - Yeah, and I don't dare think we do a whole lot more with that unless it's listed on the agenda as a discussion or an item because of our responsibility to the public in regards to publishing the agenda ahead of time. And I believe, I could be wrong, but I believe the Corresponds, Comments and Ex-officio reports are limited to the Public Works Committee part of this, not the city or Jacobs. You're responsible for getting your items of concerns on the agenda. I'll seek some clarification on that, but I think I'm right on that.

PIW – I think so. I think our intent, rather than not inform you about this... (...inaudible. multi discussions.)

BB – I just want to make sure we provide the public on an item like this with the potential for empathy because you may get some comments. Since it was brought to the concern of the City Council in a public meeting.

---

#### **ADJOURN 4:37 PM**

**THE MOTION WAS MADE BY MR. FOX AT 4:37 PM; SECONDED BY MR. WILSON TO ADJOURN: MOTION PASSED UNANIMOUSLY.**

#### **APPROVED:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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



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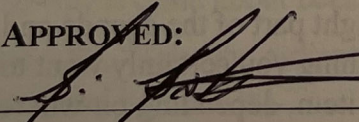
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**APPROVED:**

  
\_\_\_\_\_  
Signature

7/13/21  
\_\_\_\_\_  
Date

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



## **BOARD OF DIRECTORS**

### **Meeting Agenda**

**September 7, 2021 – 7 am TUESDAY**

**Live at FMTC, Fruitland, Idaho or ZOOMED to you!**

**Join Zoom Meeting:**

<https://zoom.us/j/95389331727?pwd=bGtZMTU3c3U5ZzhLU2s5elR4a1NiUT09>

1. Call meeting to order Chair Patrick Nauman
2. Introduction of attendees
3. Approval of August meeting minutes
4. Financial update for August – Sandy Hemenway
5. City and Community Highlights  
Fruitland, Payette, Ontario, Vale, Weiser, New Plymouth, and Nyssa,
6. County Highlights  
Payette County, Washington County, & Malheur County
7. Staff Report
  - i. Project updates
  - ii. Other
  - iii. State & Federal Partner updates
8. Round Table Discussion
9. Adjourn

***October SREDA Meeting will be at Agile's Idea Home and Design Center at 517 S Whitley Fruitland, Tuesday the 5th 7 am!***

***Sneak Peak before their Grand Opening, which is scheduled for Saturday, October 16th***

***\*\*All SREDA monthly meetings are open to the public\*\****



## **SREDA Staff Report September 7, 2021**

### **PROJECTS**

Project Life Size – This is the project Weiser won! The company, Pacific Fibre, has purchased the old 4 Rivers Onion packing facility. One of the products they make is beauty bark and that is what they will process here in Idaho. They are currently hiring their workforce (great pay, fulltime, year round, and excellent benefits) and will be operational very soon! We are continuing to assist the company as this will be their first Idaho plant! They have other locations in Western Washington and Oregon. Additionally, Pacific Fibre has a large storage building that they will not be using and they are interested in helping out a business that might need it. Project Pony and Project Boat were referred to the owners.

Project Fusion – We submitted the Wada Property for this Oregon state project.

Project Organic – We are sorry to announce that this very promising project in Vale has been put on indefinite hold.

Project MK – potential project in Payette. Working with some city leaders and a potential opportunity along US 95.

Project Boat – Fruitland manufacturer looking for a building. Has been contacted by Texas and Tennessee. Interested in staying in the Treasure Valley if they can.

Project PNW – Working with a site selector, we are thrilled to hear that one of their clients have scheduled site visit to Ontario next week.

Project Hot Out of the Oven – New business coming to our area.

Project Pony – This is a small manufacturer that reached out to us to find a larger building they could lease and expand into. We toured their existing facility to get an idea of what they needed. They manufacture a horse supplement. Looking for at least a 25' x 50 warehouse, or so. If you know of something available let us know.

Project Brownsfield – We are still working with local landowners and consultants to continue the process of analyzing the status of the ground, so that they can sell it or develop it.

### **OTHER**

Meetings and Trainings:

Kristen has attended numerous Virtual meetings and trainings including Ontario Main Street Hub Workshop; Idaho Economic Development Association Education Meeting; and Idaho Commerce's ED Pro virtual trainings. Kristen attended another OEDA professional development class, and a great Economic Development Class put on by Washington State.

Kit and Kristen attended some of the Chamber of Commerce luncheons around the valley as well. Kit attended the Idaho Power Oregon planning virtual meeting.

**SREDA MONTHLY SNAP SHOT 2021**

| <b>Account Balances</b>            | <b>June 30 2021</b> | <b>July 31, 2021</b> | <b>Aug 31 2021</b> |                   |                    |
|------------------------------------|---------------------|----------------------|--------------------|-------------------|--------------------|
| Checking ICB                       | \$ 51,379.32        | \$ 39,350.53         | \$ 27,010.49       |                   |                    |
| Money Market                       | \$ 35,656.13        | \$ 35,656.43         | \$ 35,656.73       |                   |                    |
| Total checking/savings             | \$ 87,035.45        | \$ 75,006.96         | \$ 62,667.22       |                   |                    |
| <b>INCOME SOURCES</b>              |                     |                      |                    | <b>YTD ACTUAL</b> | <b>Budget 2021</b> |
| PRIVATE                            | \$ 150.00           | \$ 150.00            | \$ 250.00          | \$ 18,250.00      | \$ 18,500.00       |
| LOCAL PUBLIC                       | \$ 34,926.00        |                      |                    | \$ 34,926.00      | \$ 37,700.00       |
| GRANTS - State Commerce            |                     |                      |                    | \$ 11,375.00      | \$ 22,000.00       |
| GRANTS - Other                     |                     |                      |                    | \$ 10,330.00      | \$ -               |
| VISITOR CENTER GRANT               |                     |                      |                    | \$ -              | \$ 25,000.00       |
|                                    | \$ 35,076.00        | \$ 150.00            | \$ 250.00          | \$ 74,881.00      | \$ 103,200.00      |
| <b>Expenses &amp; Projects</b>     |                     |                      |                    |                   |                    |
| <b>RECRUITMENT &amp; MARKETING</b> |                     |                      |                    |                   |                    |
| Advertising Global                 |                     |                      |                    | \$ -              | \$ 500.00          |
| Local Ad/promotion                 |                     |                      |                    | \$ 193.00         | \$ 700.00          |
| Trade shows                        |                     |                      |                    | \$ 427.01         | \$ 1,000.00        |
| Trade show travel                  |                     |                      |                    | \$ 75.81          | \$ 800.00          |
| Conferences /Training              | \$ 160.00           |                      | \$ 245.00          | \$ 565.00         | \$ 500.00          |
| Site Visits                        |                     |                      | \$ 44.30           | \$ 118.96         | \$ 500.00          |
| WEB SITE                           |                     |                      |                    | \$ -              | \$ 200.00          |
| Total Recruitment & Marketing      | \$ 160.00           | \$ -                 | \$ 289.30          | \$ 1,379.78       | \$ 4,200.00        |
| <b>Total Operating</b>             | \$ 92.25            | \$ 288.18            | \$ 368.72          | \$ 3,076.68       | \$ 4,000.00        |
| <b>TOTAL Payroll Expenses</b>      | \$ 6,718.99         | \$ 8,375.97          | \$ 6,267.49        | \$ 56,004.96      | \$ 82,500.00       |
| <b>TOTAL OPERATIONAL</b>           | \$ 6,971.24         | \$ 8,664.15          | \$ 6,925.51        | \$ 60,461.42      | \$ 90,700.00       |
| <b>Other projects</b>              |                     |                      |                    |                   |                    |
| Visitor Expenses                   | \$ 3,339.27         | \$ 5,720.07          | \$ 4,677.97        | \$ 13,737.31      | \$ 12,500.00       |
| <b>TOTALS</b>                      | \$ 10,310.51        | \$ 14,384.22         | \$ 11,603.48       | \$ 74,198.73      | \$ 103,200.00      |