

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



**COUNCIL MEETING AGENDA
CITY COUNCIL – CITY OF ONTARIO OREGON
TUESDAY, NOVEMBER 23, 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: Susann Mills ____ Sam Baker ____ John Kirby ____ Ken Hart ____
Michael Braden ____ Eddie Melendrez ____ Mayor Riley Hill ____

2) PLEDGE OF ALLEGIANCE

This Agenda was posted on November 19, 2021. Copies of the Agenda are available from the City Hall Customer Service Counter and on the city's website at www.ontariooregon.org.

3) MOTION TO ADOPT THE AGENDA

4) PUBLIC COMMENTS Citizens may address the Council; however, Council may not be able to provide an immediate answer or response. Out of respect to the Council and others in attendance, please limit your comment to three (3) minutes. Please state your name and city of residence for the record.

5) CONSENT AGENDA

- A) Minutes: City Council 10-12-2021; 10-22-2021
- B) Appointment to Parks Committee: Efren Garza (Kiwanis Club Representative)

6) OLD BUSINESS

- A) Economic Impact of Second Bridge Crossing

7) NEW BUSINESS

- A) Acceptance of Public Utility Easement
- B) Construction of Power Lines at the Ontario Municipal Airport

8) PUBLIC HEARING

- A) Ordinance #2799-2021: Planning Action 2021-07-28AZ - A Request by Gold Thumb Investments, LLC for the Annexation and Rezone of Property from Urban Growth Area Industrial (UGA-I) to City Light Industrial (I-1)

9) DEPARTMENT HEAD UPDATES

- A) Public Works: Quarterly Report

10) DISCUSSION ITEMS

- A) Downtown Attraction
- B) City Attorney Proposals
- C) Evidence Purge Proposal
- D) North South Trail ODOT Agreement

11) HAND-OUTS

- A) Minutes: County Court 11-03-2021

12) CORRESPONDENCE, COMMENTS AND EX-OFFICIO REPORTS

13) EXECUTIVE SESSION

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; (d) Labor Negotiations; (e) Real Property Transactions; (f) Exempt Public Records; (g) Trade Negotiations; (h) Litigation /Consult with Legal Counsel; (i) Performance Evaluation of Public Officers and Employees; (j) Trade Negotiations; and/or (l) 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.

- A) ORS 192.660(2)(d) - Labor
- B) ORS 192.660(2)(a) - Employment Consideration

14) ADJOURN



CITY COUNCIL MEETING MINUTES October 12, 2021

The scheduled meeting of the Ontario City Council was called to order by Mayor Riley Hill at 6:00 p.m. on Tuesday, September 28, 2021, in the Council Chambers of City Hall. Council members present in person or by call-in were Riley Hill, Sam Baker, John Kirby, Eddie Melendrez, and Ken Hart. Michael Braden and Susann Mills were excused.

Members of staff present in person or by call-in were Adam Brown, Tori Barnett, Dan Cummings, Steven Romero, Kari Ott, Larry Sullivan, Al Cablay, Paul Woods, and Marc Berg. Larry Sullivan departed the meeting at 7:00 p.m.

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

Mayor Hill led everyone in the Pledge of Allegiance.

AGENDA

This Agenda was posted on October 8, 2021. Copies of the Agenda are available from the City Hall Customer Service Counter and on the city's website www.ontariooregon.org.

Councilor Kirby asked that item 5(C) and 5(D) be removed from consent and acted on individually.

BAKER moved, HART seconded, **TO ADOPT THE AGENDA AS AMENDED**. Roll call vote: Mills-out; Baker-yes; Kirby-yes; Braden-out; Hart-yes; Melendrez-yes; Hill-yes. Motion carried 5/0/2.

CONSENT AGENDA

HART moved, KIRBY seconded, **TO ADOPT THE CONSENT AGENDA, WHICH INCLUDED COUNCIL MEETING MINUTES OF AUGUST 24, 2021; EXECUTIVE SESSION MINUTES OF AUGUST 24, 2021; COUNCIL MEETING MINUTES OF SEPTEMBER 28, 2021; AND HOUSING INCENTIVE PROGRAM: JASSO (39-2021)**. Roll call vote: Mills-out; Baker-yes; Kirby-yes; Braden-out; Hart-yes; Melendrez-yes; Hill-yes. Motion carried 5/0/2.

PUBLIC COMMENT

Johnny Wiles, Ontario: *My wife and I have been here a few years, and we really like this town. We was wondering if you could use that Presbyterian Hospital for like a shelter for the homeless. I used to jog a lot, and I like to jog, and I was wondering if it was possible to maybe have Ontario have a 10K race or something. That's about it for me.*

NEW BUSINESS

Councilor Melendrez stated regarding the next two actions, as a member of the Business Loan Fund, he had asked about the loans requested by the Mayor, and it was confirmed his business was eligible as it was a program that was available to anyone.

BAKER moved, KIRBY seconded, **THE COUNCIL APPROVE THE APPLICATION BY GREYSTONE BUILDERS LLC AT 1565 SKOOKUM DRIVE FOR THE ONTARIO HOUSING INCENTIVE PROGRAM IN THE AMOUNT OF \$10,000 (40-2021)**. Roll call vote: Mills-out; Baker-yes; Kirby-yes; Braden-out; Hart-yes; Melendrez-yes; Hill-abstain. Motion carried 4/0/2/1.



KIRBY moved, BAKER seconded, **THE COUNCIL APPROVE THE APPLICATION BY GREYSTONE BUILDERS, LLC AT 1554 SKOOKUM DRIVE FOR THE ONTARIO HOUSING INCENTIVE PROGRAM IN THE AMOUNT OF 10,000 (41-2021).** Roll call vote: Mills-out; Baker-yes; Kirby-yes; Braden-out; Hart-yes; Melendrez-yes; Hill-abstain. Motion carried 4/0/2/1.

Bid Award: Auctioneering Services to Baker Auction Company, LLC; and Declaring Certain City-Owned Vehicles, Equipment, and Supplies as Surplus

Councilor Baker recused himself as his business had a direct conflict of interest and stepped away from the dais.

Al Cablay, Public Works Director, presented.

KIRBY moved, HART seconded, **THE COUNCIL DECLARE THE ATTACHED INVENTORY LIST AS SURPLUS AND ELIGIBLE FOR SALE, SALVAGE AND/OR DISPOSAL.** Roll call vote: Mills-out; Baker-recuse; Kirby-yes; Braden-out; Hart-yes; Melendrez-yes; Hill-yes. Motion carried 4/0/2/1.

Councilor Melendrez asked for the process of declaring items as surplus and ready for disposal.

Mr. Cablay stated it an RFP was put out for anyone to bid on.

MELENDREZ moved, KIRBY seconded, **THE CITY COUNCIL AWARD THE CONTRACT FOR AUCTIONEERING SERVICES AS SPECIFIED IN THE RFP TO BAKER AUCTION COMPANY, LLC.** Roll call vote: Mills-out; Baker-abstain; Kirby-yes; Braden-out; Hart-yes; Melendrez-yes; Hill-yes. Motion carried 4/0/2/1.

Resolution #2021-134: Supplemental Budget for Carry-Over Projects

Kari Ott, Finance Director, presented.

HART moved, KIRBY seconded, **THE CITY COUNCIL APPROVE RESOLUTION #2021-134: A SUPPLEMENTAL BUDGET TO APPROPRIATE FUNDS FOR CARRYOVER PROJECTS.** Roll call vote: Mills-out; Baker-yes; Kirby-yes; Braden-out; Hart-yes; Melendrez-yes; Hill-yes. Motion carried 5/0/2.

DEPARTMENT HEAD UPDATES

Police: Quarterly Report *(Attached)*

Steven Romero, Police Chief, presented.

Councilor Melendrez told the Chief it had been an honor and privilege to work with him in his service to the community and thanked him for everything he'd done.

DISCUSSION ITEMS

Arts & Economic Prosperity Study

Adam Brown, City Manager, stated this was a very exciting project that came from the state. Last year, they began an economic arts impact, and it was very successful, so it was being extended across the state. The city was partnering with the cities of Vale and Nyssa, Four Rivers Cultural Center, the Drexel Foundation, and the Border Board. The cost of the study would be \$3K, and a funder was located who would cover \$1,200, so it would be \$1,800 divided between the six entities. The group would attend the arts and cultural activities and get feedback directly from participants, such as did they eat here, did attendees stay over in a hotel, that type of thing. For around \$1K, the city would be provided good data, and would cover a few years. The funds would be expended from the City Manager's budget, as there were funds remaining due to the departure of Peter Hall and various trainings being cancelled due to Covid, with Council approval.



Evidence Room Audit Presentation

Steve Romero, Police Chief, presented. The current evidence room technician was at half-time, which was below the industry's best practices and standards. One of the findings that arose from the audit was the lack of adequate staffing for day-to-day requirements, policy mandates could not be achieved due to a lack of 24/7 supervisory coverage and presence. That impacted the department drastically on money counts. The policy read that all money taken into custody shall be counted by a police supervisor; however, there was not adequate staffing for that to occur, so they were in conflict with the policy. There was no direct supervisory oversight of the evidence technician, and that had been an issue for over three years. Control mechanisms were lacking; restricted access was needed in the facility. That had been corrected. The facility did not meet modern day security standards; training needed to be enhanced through a professional evidence management association; the policy was not in step with practices; and they were years behind in purging items. The bar code technology needed to be brought up to date. It was launched in March, 2021, but there were over 20K individual pieces of evidence. Each item of evidence should have its own tag, so they had to go back and tag everything. There was a lack of storage for temporary high liability items, like drugs, drugs, and money. There was opportunity for improvement, but it required investment and resources of time to complete. One proposal he had was to staff the evidence room by one full-time employee. He suggested reassigning a police sergeant, so they would be a supervisory member, into the evidence room for a minimum of six months, more like a year, and backfill that position with an acting sergeant for field operations. That would give a line level employee the opportunity to serve in a temporary supervisory capacity. Turning the position into full time would be about \$47K plus benefits. The part time position did not receive benefits.

Mayor Hill stated benefits generally equaled whatever the pay was.

Chief Romero stated it would almost double to a full time, around \$80K+ fully burdened, but it would be a full-time evidence technician. The sergeant would just be reassigned with no additional cost. It was recommended to have a direct oversight to the area. Once the cleanup was done – six months to a year – that person could go back to patrol. One officer was currently on a year-long military deployment which was not being paid for the city, so those funds could be utilized there.

Councilor Melendrez stated this was something that was needed, or something like this evidence issue could happen again.

Chief Romero stated any evidence room should be staffed with a full-time employee. There were three major liabilities for all police departments: one, the jail system, two, the evidence room; and three, use of force. In Ontario, there was no jail liability, but there was definitely a liability attached to the evidence room.

Councilor Kirby asked if there were any organizations that could issue penalties or was it more that the DA could lose cases if the evidence and management was not taken care of correctly.

Chief Romero stated no. If something was done incorrectly or something was done wrong, the state could prosecute. There were no civil sanctions or court sanctions.

Councilor Hart stated they were actually looking at two issues: One, an ongoing staffing issue, which would probably be addressed in the next budget; and second, there were decades worth of evidence. Was there an entity or business that could be hired temporarily to help get the evidence room cleaned out and up to date, and then start with a fresh plate versus hiring a permanent employee, which would take a lot more budget action by the Council.

Chief Romero stated the city's risk management service providers offered to reimburse the city for the initial audit. He intended to accept those funds. Maybe they could then take that reimbursement to move forward on a one-time cost, to get some much-needed results.

HAND OUTS**Monthly Department Stats** *(Attached)*

Code Enforcement: Sep 2021

Public Works: Sep 2021

Fire & Rescue: Sep 2021

Police: Sep 2021

Minutes *(Attached)*

County Court 09-22-2021; 09-29-2021

Public Works Committee 07-13-2021; 08-17-2021

CORRESPONDENCE, COMMENTS AND EX-OFFICIO REPORTS

- Councilor Melendrez stated he got a bit frustrated with differences in opinions, but upon reflection, he wanted them to know he was going to do a better job because it was his duty to work together with the other Councilors.
- Councilor Melendrez stated at a previous meeting, Jackson Fox made some accusations about a supposed overpayment to a business. He felt he had failed both the City Manager and Kari Ott by not saying something after Kari let the Council know what really happened, that it was a banking error, not an error by the city. He wasn't sure what should have been said, and they probably didn't need to hear anything, but he wanted to offer his apology for not speaking up.

EXECUTIVE SESSION**Executive Session: ORS 192.660(2)(e)**

An Executive Session was called at 6:58 p.m. under provisions of ORS 192.660(2)(e) to discuss real property. The Council adjourned the session at 7:09 p.m. and returned to the regular meeting.

ADJOURN

HART moved, BAKER seconded, **THAT THE MEETING BE ADJOURNED**. Roll call vote: Mills-out; Baker-yes; Kirby-yes; Braden-out; Hart-yes; Melendrez-yes; Hill-yes. Motion carried 5/0/2.

ACCEPTED:**ATTEST**_____
Riley J. Hill, Mayor_____
Tori Barnett, MMC, City Recorder



CITY COUNCIL MEETING MINUTES
EXECUTIVE SESSION ONLY
October 22, 2021

An Executive Session of the Ontario City Council was called to order by Mayor Riley Hill at 4:30 p.m. on Friday, October 22, 2021, in the Council Chambers of City Hall. Council members present were Riley Hill, John Kirby, Ken Hart, Michael Braden, Eddie Melendrez, Sam Baker, and Susann Mills. Councilor Hart departed at 5:25 p.m.

Members of staff present were Adam Brown, Tori Barnett, and Larry Sullivan.

AGENDA

This Agenda was posted on October 20, 2021. Copies of the Agenda are available on the city's website www.ontariooregon.org.

BAKER moved, KIRBY seconded, **TO ADOPT THE AGENDA AS PRESENTED**. Roll call vote: Mills-yes; Baker-yes; Kirby-yes; Braden-yes; Hart-yes; Melendrez-yes; Hill-yes. Motion carried 7/0/0.

EXECUTIVE SESSION

Executive Session: ORS 192.660(2)(h)

An Executive Session was called at 4:34 p.m. under provisions of ORS 192.660(2)(h) for current or potential litigation. The Council adjourned the session at 4:54 p.m. and convened into a second Executive Session.

Executive Session: ORS 192.660(2)(f)

An Executive Session was called at 4:54 p.m. under provisions of ORS 192.660(2)(f) to discuss an item covered by Attorney-Client privilege for current or potential litigation. The Council adjourned the session at 5:33 p.m. and convened into regular session.

NEW BUSINESS

Action Following Executive Session

Mayor Hill asked if anyone wanted to pursue Councilor Hart's idea to direct the City Manager to find someone to get the evidence room purged.

Councilor Kirby stated if they were to seek a firm that would do the project, would it have to be made up of an attorney and someone from law enforcement? What qualifications were needed to discern what needed to be done.

Mr. Brown stated it could be accomplished by the same team. The Oregon Association of Chiefs of Police had a program and that was who conducted the first audit. The city would be paying for their accommodations and meals. That was made up of other law enforcement officers. The good part was that the city was not involved in it.

Councilor Kirby asked how long it was estimated to accomplish.

Mr. Brown stated it could take two weeks just to get a team together. With a team, it could be another two weeks, or longer. He had no idea.



Councilor Kirby stated when the city used the team from the Chief's Association, was that paid weekly? What would be the financial requirements?

Mr. Brown stated their time was in-kind, but the city paid for their per diem and mileage. He believed the first team was under \$10K. A private company would be three to four times as much. There was a request already in place to put that together, and he would be pushing that as much as possible.

Councilor Melendrez stated it needed to be done, so pay the cost and get it taken care of.

Councilor Kirby asked if they had to put out an RFP or would the City Manager make an inquiry to some professional organizations to arrive at an approximate cost.

Mr. Brown stated it would be a professional service under \$50K, so he didn't think an RFP was required. However, it would be best to obtain more than just one quote.

Councilor Mills asked why they were looking to hire another entity to do the purge if the Oregon State Police were already investigating the issue. Wouldn't that be part of their job?

Mr. Brown stated OSP couldn't be part of the audit and purge and still maintain the integrity of an independent investigation. It had to be a separate party who conducted the purge.

Councilor Braden stated he heard Mr. Brown say he would prompt the Police Chief's Association to accelerate the purge. That appeared to be the most reasonable, responsible route versus hiring another entity to do it. That might not accelerate it as quickly, but it seemed the prudent path to take.

Mayor Hill stated it appeared the way to proceed was to have the City Manager put together different options and present those options other Council at the next meeting.

Councilor Melendrez concurred with Councilor Braden's comment. If there was a route to go that was with an organization that provided in-kind services, great, but if something needed to be paid for, then pay for it. They just needed to get this done. Also, during one of the prior presentations by Chief Romero, he was trying to get that part time employee to full time, but he didn't want to do all these things, pay for all these things, and then in a year end up back where they started with being audited or something else going missing. Maybe that was down the road, but it needed to be thought about.

Mayor Hill asked for a consensus to have the City Manager investigate.

Council consensus to move forward with having the City Manager move forward.

ADJOURN

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

ACCEPTED:

ATTEST

Riley J. Hill, Mayor

Tori Barnett, MMC, City Recorder



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: Garza _____ Efrén _____ A. _____
Last First, Middle Initial

HOME ADDRESS: 746 SW 16th Street _____ Ontario _____ 97914-2037
Street City Zip Code

TELEPHONE: (916) 413-0134 Cell _____ TheRevEf@gmail.com _____
Home, Work, Cell, or Business (Include Area Code) E-mail Address

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

Parks Committee _____
1. _____ 2. _____ 3. _____

Community Activities/Civic Organization/Boards/Committees:

Activity / Organization:	Length of Service	Position (s) Held:
California Nurses Assoc _____	14 Years _____	Delegate _____
National Nurses United _____	10 Years _____	Delegate _____
Independent Catholic Faith Based Leader _____	22 Years _____	Deacon, Priest, Bishop _____

Employment:

Retired _____	Nurse Manager & Psychhitric Charge RN _____	1974-2004, 2004-2021 _____
Current Employer:	Position:	Dates of Employment:

Education:

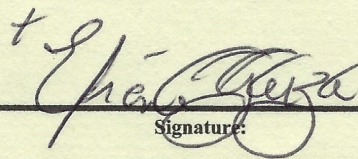
ASSN Excelsior College, RN License in the States of California, Arizona, Idaho, and Oregon _____

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

Requesting appontment to Parks Committee as a Represenative of the Kiwanis Chapter of Ontario, OR, _____

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

Experience in Fiscal and Fudiciary responsibilites with 30 years in Civil Service and 22 years in Faith Based Organizations _____


Signature: _____

November 18, 2021 _____

Date: _____

Submit

Reset



**AGENDA REPORT
OLD BUSINESS**
November 23, 2021

To: Mayor and City Council

FROM: Adam J. Brown, City Manager

THROUGH: Adam J. Brown, City Manager

SUBJECT: ECONOMIC IMPACT OF SECOND BRIDGE CROSSING

DATE: November 16, 2021

PROPOSED MOTION:

I MOVE THAT THE CITY COUNCIL APPROVE THE PROPOSAL BY THE FCS GROUP TO PERFORM AN ECONOMIC ANALYSIS OF A SECOND BRIDGE CROSSING OVER THE SNAKE RIVER FOR A PRICE NOT TO EXCEED \$15,770.

SUMMARY:

The City Council has requested a traffic analysis for a second crossing over the Snake River, which is underway by Jacobs Engineering in partnership with ODOT. The Council requested that staff find an organization that could conduct an economic analysis of the benefits of an additional crossing. Staff has received a proposal for consideration by the City Council.

BACKGROUND:

Under the direction of the City Council, staff has sought out support for a second crossing over the Snake River from Ontario, Oregon, to Fruitland, Idaho. A traffic count study was requested and a proposal was approved by the City Council. Subsequently, the City Council requested that an economic analysis of the benefits of a second crossing be sought after to accompany the traffic count study. Staff approached two firms to conduct this analysis. EcoNorthwest was approached and the FCS Group. Both businesses are capable of doing this type of study. EcoNorthwest was non-responsive in providing us a proposal. The FCS Group, however, was able to put together a project proposal.

CURRENT SITUATION:

The consultant brought it to our attention that the US Department of Transportation has certain requirements for conducting Benefit Cost Analysis on projects that receive discretionary federal funding. The FCS Group has conducted many of these projects and is capable of meeting these requirements.

The economic study will use input from the traffic consultant about cost, phasing, operations, and safety.

ANALYSIS:

- A. **STRATEGIC PLAN** This falls under the growth strategy of the Ontario City Council Strategic Plan.
- B. **FINANCIAL** The proposal provided to the City Council for consideration is for a not-to-exceed amount of \$15,770. Staff believes this to be a reasonable price for using an approved model already acceptable for federal funding. The cost can be paid out of the city's contingency budget, which has a balance of \$145,650. If the Council approves this agreement, a resolution will be provided at the next council meeting.
- C. **TIMING** The FCS group anticipates that they can produce the results three to four weeks after receiving the input from the traffic consultant.
- D. **POLICY/LEGAL** The Council will need to approve this purchase since it is not budgeted and additional funds will be needed from contingency to move forward with this project. If approved, a budget resolution will be provided at the next meeting.

ALTERNATIVES:

The Council can wait for an additional proposal.

RECOMMENDATION:

Staff recommends approval of the proposal from the FCS Group to perform an Economic Analysis of a second bridge crossing over the Snake River for a price not to exceed \$15,770.

ATTACHMENTS:

1. Ontario Proposal by FCS 11.15.21

November 15, 2021

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

Subject: Ontario Transportation Economic Impact Analysis Proposal

Dear Adam:

Federal funding for major transportation facilities is contingent upon a detailed economic cost-benefit analysis to be submitted with grant requests. As requested, this proposal includes details regarding FCS GROUP's experience, key personnel, and proposed approach, schedule and cost.

FCS GROUP's related qualifications include preparation of over 10 USDOT benefit-cost analysis for cities, counties, ports, and state agencies over the past five years. Many projects also include FCS GROUP's guidance for the development of detailed funding strategies. In recent years, FCS GROUP has successfully completed the following relevant projects:

- Willamette Valley Intermodal Facility Project Market and Economic Analysis, 2018-2021
- Business Oregon, IFA, Economic Benefits of Oregon's Public Ports, 2015
- Port of Morrow Economic and Community Benefits Analysis and Strategic Plan, 2015-2021
- Port of Hood River, Bridge Replacement Economic and Financial Analysis, 2017-2020
- Umatilla Electric Cooperative, Economic and Fiscal Impact Analysis, 2018-2021
- City of Moscow (ID), Transportation Economic Cost Benefit Analysis, 2019
- City of Nampa (ID), Wastewater Treatment Plan Economic Cost Benefit Analysis, 2021
- City of Salem, Gilchrist Corridor Economic Impact Analysis, 2020
- Northern Triangle Bend, Economic and Fiscal Impact Analysis, 2020

This assignment will be led by me, Todd Chase, principal economist with over 35 year experience in strategic planning, economic analysis and municipal finance. I will be assisted by FCS GROUP's analysts located in Oregon. We look forward to modifying this scope of services, budget and schedule to meet your needs. Your signature below will allow us to get started with the work described herein, as we solidify the professional contract.

Sincerely,

FCS GROUP



Todd Chase, AICP, LEED
Principal

(503) 313-6360 | ToddC@fcsgroup.com

AUTHORIZATION TO PROCEED: _____(name/date)

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PROJECT TEAM AND ROLES

FCS GROUP, established in 1988, provides management consulting, financial planning and economic services to public sector clients inclusive of city and county governments, municipal corporations, ports, special purpose districts, and state agencies. As an independent and objective firm, FCS GROUP has delivered high-quality, cost-effective consulting services in over 3,000 engagements and served more than 550 clients. Our staff of 30 serves clients throughout the western United States from locations in Lake Oswego, Oregon, Redmond, Washington, and Boulder, Colorado.

We take seriously our mission to facilitate sound decision-making and management by public officials and stakeholders. We accomplish this by providing a solutions-oriented, analytical approach to public sector financial and management issues and programs. Our success and reputation comes from the ability to listen to clients and produce customized study results that can be easily implemented and understood by everyone.

Our **Economic Services** group provides a unique combination of skills and knowledge about public sector infrastructure in order to support municipal goals of attracting business, creating jobs, enhancing public space and forming economically vital, sustainable communities.

Our **Financial Planning and Analysis** consultants specialize in helping local and state governments, regional agencies and public safety entities address and solve issues involving policy objectives, public finance and cost recovery, and organizational performance.

Our **Utility Consulting** practice serves water, wastewater, stormwater, reclaimed water, solid waste, electric, and transportation clients. We have performed more than 2,000



utility finance and rate development projects ranging from defining revenue requirements and building comprehensive financial modeling tools to performing long-term capital management strategies and developing full cost-of-service rates.

KEY PERSONNEL

FCS GROUP's management team includes professionals with backgrounds in public administration, management, finance, accounting, economics and engineering disciplines.

Todd Chase and Timothy Wood have been selected to lead your project based on their understanding of the scope of work, experience with similar projects and familiarity with your community. Todd will serve as the managing principal and will be supported by Tim and other senior analysts, as needed.

Todd Chase, AICP, LEED ^{AP}
Principal and Economist

FCS GROUP



EDUCATION

BS, Economics, University of Florida

Coursework MAS Finance, Johns Hopkins University

Todd Chase is an FCS GROUP principal and economist with over 35 years of experience in management consulting, financial analysis and economic analysis for public-and private-sector clients. He has managed over 150 economic impact studies, annexation studies, funding strategies, and capital facility plans, with emphasis on growth management and sustainable infrastructure. One of his specialties is providing detailed economic and fiscal impact assessments of the costs and strategies for implementing public and private improvements.

Todd has successfully managed dozens of large-scale land use/transportation plans with capital facility and funding elements; and he has assisted dozens of cities, counties, and states in adopting new transportation financing mechanisms to implement strategic projects. His work includes analysis of user fees, toll roads, fuel taxes, utility fees, tax rates, bonding capacity, impact fees, local improvement districts, benefit recovery districts, and grant accounting. He also has experience assisting cities and counties with the formation and update of tax increment financing districts, special benefit districts and public/private funding strategies.

A recognized leader in economic development policy issues, Mr. Chase has worked throughout the United States and has been appointed to the Oregon's Department of Land Conservation and Development's Economic

Development Planning Advisory Committee. Todd has recently given presentations on "Methods for Analyzing Economic and Fiscal Benefits" at the *Washington Finance Officers Association Annual Conference*, (September 2014), and "Creative Use of Local Improvement Districts at the *National Growth & Infrastructure Consortium Conference*.

Timothy Wood
Senior Economic Analyst

FCS GROUP



EDUCATION

MS, Urban and Regional Planning, Portland State University

BS, Political Science, University of Oregon

Tim Wood is an FCS GROUP senior analyst with over eight years of experience in transportation market analysis and financial modeling, utility valuations, government fee development, cost recovery programs, and economic analysis for clients in Washington, Oregon, Nevada, Alaska, California and Canada.

Tim specializes in developing sophisticated yet practical Excel-based rate modeling tools to calculate full cost-of-service, determine cost-benefit of alternatives and improve user experience through dashboards and calculators.

Tim recently assisted Todd with the development of transportation economic impact models for projects in the Willamette Valley, Hood River, Port of Morrow, City of Moscow, Idaho and many others.

SCOPE OF WORK

Task 1. Project Initiation and Key Assumptions

1. Within two (s) weeks of notice to proceed, FCS GROUP shall prepare and conduct a project kickoff meeting (via teleconference) to discuss key pieces of information needed for the BCA model, such as:

- Current construction cost, project life span, and residual asset value assumptions;
- Confirmation of financing and funding match assumptions;
- Projected annual O&M costs and reconstruction costs with and without the project;
- Confirmation of vehicle and truck trip generation and accident reduction assumptions;
- Confirmation of potential redevelopment opportunities attributed to the project;
- Future forecasts of assessed valuation levels for land, personal property and improvements in proximity to the project;

Work to be completed:

- Review available project background materials and engineering estimates
- Participate in strategy review/brainstorming session with City staff.
- Prepare summary of key assumptions and recommendations that are consistent with U.S. Department of Transportation economic benefit-cost analysis requirements

Task 2. Economic Benefit-Cost Analysis (BCA)

Based on the results of Task 1, FCS GROUP will draft the BCA to current federal guidelines and refine results based on City feedback.

Work to be completed:

Conduct benefit-cost analysis of:

- Travel time savings;
- Fuel cost savings;
- Vehicle operating cost savings;
- Miles of travel reduction levels;
- Emergency vehicle response time savings;
- Productivity increases due to time savings;
- Economic savings due to safety/accident cost reduction;
- Environmental Cost reduction levels (includes pollutants such as CO₂, CO, NO_x, SO_x, etc.).

Task 3 Draft and Final BCA Documentation

Objective: Provide narrative, tabular and graphic summary of BCA findings in electronic format. Review draft and revised BCA findings for grant application prepared by City staff.

Work to be completed:

- Consultant will provide draft and revised documentation of BCA analysis with narrative, tabular and graphic findings and technical sources in electronic formats.
- City will be responsible for providing overall grant application, including supporting base maps, design plans, cost estimates, environmental permitting documentation and letters of support.

Internal Strategy Review Meetings/Coordination

FCS GROUP will participate in teleconferences or meetings to review and discuss interim work products.

Work to be completed:

- Participate in up to 3 teleconferences with the City's project manager.

SCHEDULE AND COST ESTIMATE

The project schedule assumes a three month work plan, beginning with a project kickoff meeting within two weeks of notice to proceed. A total not-to-exceed budget amount of \$15,770 is proposed for this economic impact analysis. The cost for each work task is detailed below and summarized as follows:

Tasks 1 – Project Initiation and Key Assumptions: \$2,290

Task 2 – Transportation Benefit Cost Analysis: \$8,850

Task 3 – BCA Documentation: \$4,630

Charges shall be submitted monthly along with a brief progress report based on the following hourly rates:

Todd Chase, Principal, \$280

Tim Wood, Project Consultant (economist), \$175

Sam Ault, Analyst, \$145

Administrative Support, \$90

Work shall be invoiced monthly based on actual time accrued with a summary of the completion status of each work task.

Project Budget by Work Task

	Chase	Wood		Admin	Total	Expense	Budget
Task Detail	Principal	PC	Analyst	Support	Hours	Budget	Estimate
Task 1 Project Initiation and Key Assumptions	4	4	2	2	12	\$0	\$2,290
Task 2 Transportation Benefit Cost Analysis	10	12	26	2	50	\$0	\$8,850
Task 3 Documentation	8	6	8	2	24	\$0	\$4,630
Labor Total	\$6,160	\$3,850	\$5,220	\$540			\$15,770
Expenses (travel only, excludes data purchase)							\$0
Budget Estimate							\$15,770



**AGENDA REPORT
NEW BUSINESS
November 23, 2021**

To: Mayor and City Council

FROM: Dan Cummings, Community Development Director

THROUGH: Adam J. Brown, City Manager

SUBJECT: ACCEPTANCE OF PUBLIC UTILITY EASEMENT

DATE: November 17, 2021

PROPOSED MOTION:

I MOVE THE CITY COUNCIL ACCEPT THE PUBLIC UTILITY EASEMENT AS SHOWN ON ATTACHMENT 1 AND AUTHORIZE THE MAYOR TO SIGN THE PUBLIC UTILITY EASEMENT AND FURTHER INSTRUCT THE CITY RECORDER TO RECORD SAID EASEMENT WITHIN THE MALHEUR COUNTY CLERK'S LAND RECORDS.

SUMMARY:

This action is to accept a public utility easement on the land adjacent to the City of Ontario Municipal Airport for the purpose of providing power and other communication lines to the airport.

BACKGROUND:

The city has improved certain areas at the airport for the construction of new hangers which require power to operate the hanger doors, as well as provide for lighting and heating. An easement as shown on the "Exhibit" included in this packet as attachment 1, is required to provide power to the hanger area described as the NE Corner hangers (see attachment 2 for NE area hangers).

Dan Cummings, Community Development Director, contacted the land owner on the land adjacent to the north side of the airport to obtain an easement for a section of an existing power line across the owner's property, as well as to be able to extend this line into the City property.

The Community Development Director showed the land owner that it was in the best interest of the property owner, as well as for the city, that they provide an easement for the power and communication lines and that the City Surveyor (Mr. Cummings) would provide the means of creating the easement at no cost to the property owner. The city would pay for the recording fee for the easement.

CURRENT SITUATION:

The City Surveyor/Community Development Director created the easement document and the property owner has signed said document. The document is ready for Council to accept the easement for the benefit of the public.

ANALYSIS:

- A. **STRATEGIC PLAN** This action is part of the City Council Strategic Plan to improve and provide for growth within the city limits of Ontario and within the Ontario Municipal Airport.
- B. **FINANCIAL** The only financial cost to the city is staff time and the recording of the document in the amount of \$127.00 in recording fees.
- C. **TIMING** This easement is required so that Idaho Power can proceed with getting power brought into the city property for the new 11 hangers being constructed in the NE corner of the airport.
- D. **POLICY/LEGAL** All Rights of Ways and Easements are required to be accepted by the governing body, which is the City Council for the City of Ontario.

ALTERNATIVES:

The City Council could choose not to accept the easement and instruct staff to find an alternate method for providing power to the hanger facilities.

RECOMMENDATION:

Staff recommends that the City Council accept the Public Utility Easement and authorize the Mayor to sign for the city.

ATTACHMENTS:

- 1. Attachment 1_Power Utility Easment
- 2. Attachment 2_HANGERS NE

After Recording Return to;
City of Ontario
444 SW 4th Street
Ontario, OR 97914

PUBLIC UTILITY EASEMENT

FOR VALUE RECEIVED, RUSSELL F HURSH REVOCABLE TRUST, 1070 Alameda Drive, Ontario, Oregon, 97914, ("Grantor") in consideration of the sum of zero dollars, the receipt of which is hereby acknowledged, does hereby grant a Public Utility Easement to the CITY OF ONTARIO, ("Grantee") whose address is 444 SW 4th Street, Ontario, Oregon, 97914, together with the right to erect, construct, install, and lay and thereafter use, access, operate, inspect, repair, maintain, replace, and remove public utilities, including, but no limited to overhead and underground public utility lines such as, Idaho Power lines and communication lines and facilities over, across, and through the following described real property located in the city of Ontario, Malheur County, Oregon (the "Property") to wit:

Land within the NE1/4NE1/4 of Section 7, Township 18 South, Range 47 East, W.M., Malheur County, Oregon being a strip of land 15 feet in width lying 7.5 feet on either side of the following described centerlines:

Commencing at the E1/16 corner between Sections 6 and 7, from which the NE Corner of said Section 7 bears N. 87° 51' 18" W., 1320.03 feet;
thence N. 87° 51' 18" E., coincident said section line, a distance of 231.35 feet;
thence S. 2° 08' 42" E., 30.00 feet to the True Point of Beginning;
thence along said centerline of the easement, S. 17° 24' 15" W., 54.47 feet;
thence S. 2° 52' 38" E., 123.14 feet;
thence S. 6° 29' 14" W., 120.33 feet;
thence S. 2° 04' 20" E., 10.00 feet, more or less, to a point on the south property line of the property owned by the Grantor and the north property line of the Grantee, said point being the Point of Terminus.

Also shown on Attached Exhibit "A"

Further, it is agreed, and made a condition herein, that the above described easement is for public utilities and all such utilities and surface facilities shall not obstruct the use of the land for vehicle traffic as now being used and used in the future and in the event the Grantee fails to use or ceases to use the Property exclusively for said use, this easement shall be terminated.

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

IN WITNESS WHEREOF, the Grantors have executed this instrument on the dates noted in the notary's below:

IN WITNESS WHEREOF the parties hereunto have set their hands and seals this 5th day of November, 2021.

GRANTOR:

[Signature] POA

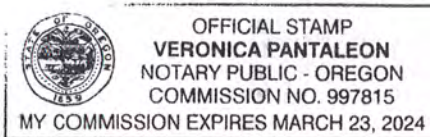
Name

Trustee of the

Russell F Hursh Revocable Trust

STATE OF OREGON)
) ss.
County of Malheur)

This instrument was acknowledged before me on the 5th day of November, 2021, by the above named person(s).



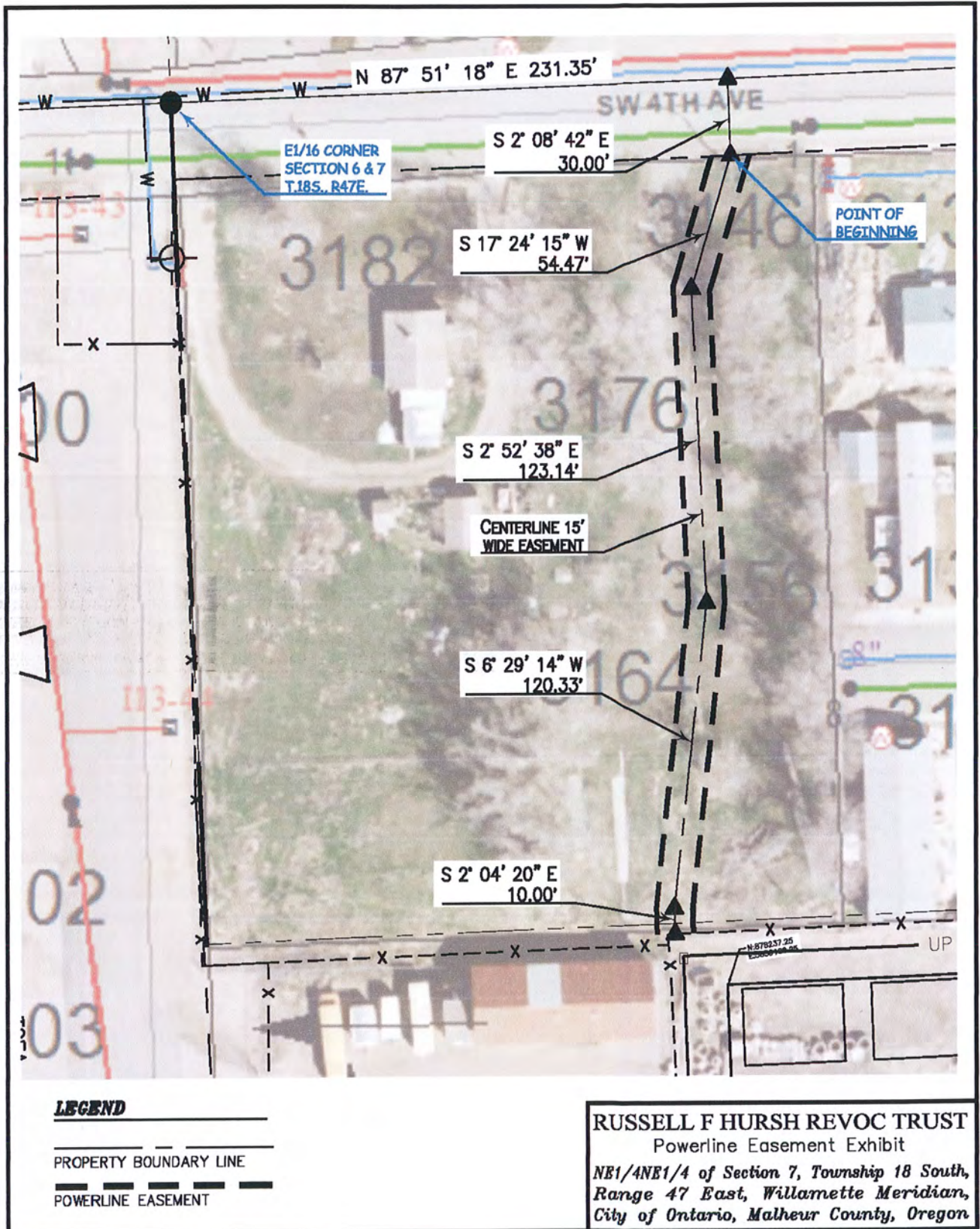
[Signature: Veronica Pantaleon]
Notary Public for Oregon
My Commission expires: March 23, 2024

GRANTEE: CITY OF ONTARIO

Accepted By: _____
Mayor Riley J. Hill

Attest: _____
Tori Barnett, City Recorder

Exhibit "A"



DURABLE POWER OF ATTORNEY

COPY

I, RUSSELL F. HURSH, of Vale, Oregon, appoint TIMMY R. HURSH, of Ontario, Oregon, my Agent and attorney-in-fact ("my Agent"), with power and authority to:

1. **SUPPORT.** Make expenditures for my health, education, support, maintenance, and general welfare.
2. **MANAGING AND DISPOSING OF ASSETS.** Take possession of, retain, change the form of, manage, maintain, improve, lease, grant options on, encumber, sell, exchange, or otherwise dispose of any of my real or personal property or any interest in property, in any manner and on any terms my Agent considers to be in my best interests.
3. **CHECKS AND NOTES.** Receive, endorse, sign, sell, discount, deliver, and deposit checks, drafts, notes, and negotiable or nonnegotiable instruments, including any drawn on the Treasury of the United States or the state of Oregon or any other state or governmental entity.
4. **FINANCIAL INSTITUTIONS.** Enter into any transaction with and contract for any services rendered by a financial institution, including continuing, modifying, or terminating existing accounts; opening new accounts; drawing, endorsing, or depositing checks, drafts, and other negotiable instruments; acquiring and transferring certificates of deposit; withdrawing funds deposited in my name alone or in my name and the name of any other person or persons; and providing or receiving financial statements. "Financial institutions" means banks, trust companies, savings banks, commercial banks, savings and loan associations, credit unions, loan companies, thrift institutions, mutual fund companies, investment advisors, brokerage firms, and other similar institutions.
5. **INVESTMENTS AND SECURITIES TRANSACTIONS.** Invest and reinvest in common or preferred stocks, bonds, mutual funds, common trust funds, money market accounts, secured and unsecured obligations, mortgages, and other real or personal property; engage in investment transactions with any financial institution; and hold my securities in the name of my Agent's nominee or in unregistered form.
6. **INSURANCE AND ANNUITY CONTRACTS.** Purchase, maintain, modify, renew, convert, exchange, borrow against, surrender, cancel, and collect or select payment options under any insurance or annuity contract. This power shall not extend to any insurance I own on the life of my Agent. Any receipt, release, or other instrument executed by my Agent in connection with any insurance or annuity contract shall be binding and conclusive upon all persons.
7. **BUSINESS INTERESTS.** Continue, participate in, sell, reorganize, or liquidate any business or other enterprise owned by me, either alone or with any other person or persons.

8. VOTING. Appear and vote for me in person or by proxy at any corporate or other meeting.
9. RETIREMENT PLANS. Establish, modify, contribute to, select payment options under, make elections under, receive payments from, make rollovers to, and take any other steps I might take with respect to IRA accounts and other retirement plans.
10. CREDIT CARDS. Cancel or continue my credit cards and charge accounts, use my credit cards to make purchases, and sign charge slips on my behalf.
11. COLLECTIONS. Demand and collect any money or property owed to me and give a receipt or discharge for the money or property collected.
12. DEBTS. Pay my debts and other obligations.
13. LITIGATION. Sue upon, defend, compromise, or submit to arbitration any controversies in which I may be interested; and act in my name in connection with any complaint, proceeding, or suit.
14. BORROWING. Borrow in any manner and on any terms my Agent considers to be in my best interests and give security for repayment.
15. LENDING. Lend funds to any person provided that the loan is adequately secured and bears a reasonable rate of interest.
16. TAXES AND ASSESSMENTS. Do the following: pay any tax or assessment; appear for and represent me, in person or by attorney, in all tax matters; execute any power of attorney forms required by the Internal Revenue Service, the Oregon Department of Revenue, or any other taxing authority; receive confidential information from any taxing authority; prepare, sign, and file federal, state, and local tax returns and reports for all tax matters, including income, gift, estate, inheritance, generation-skipping, sales, business, FICA, payroll, and property tax matters; execute waivers, including waivers of restrictions on assessment or collection of tax deficiencies and waivers of notice of disallowance of a claim for credit or refund; execute consents, closing agreements, and other documents related to my tax liability; make any elections available under federal or state tax law; and delegate authority or substitute another representative with respect to all matters described in this paragraph.
17. GOVERNMENT BENEFITS. Perform any act necessary or desirable in order for me or my spouse to qualify for and receive all types of government benefits, including Medicare, Medicaid, Social Security, veterans', and workers' compensation benefits. The power granted under this paragraph shall include the power to dispose of any property or interest in property by any means (including making gifts or establishing and funding trusts) and the power to name or change beneficiaries under insurance policies, pay-on-death arrangements, retirement plans and accounts, and any other assets, provided that

any disposition or designation shall be consistent with my existing estate plan to the extent reasonably possible.

18. **DISCLAIMER.** Disclaim any property, interest in property, or power to which I may be entitled; and take all steps required to make the disclaimer effective under state and federal laws, including Section 2518 of the Internal Revenue Code or any successor statute. In deciding whether to disclaim, my Agent shall consider the effect of disclaimer on taxes that may be payable, on qualification for government benefits, and on my existing estate plan.
19. **ELECTIVE SHARE RIGHTS.** Exercise any right to claim an elective share in any estate or under any Will.
20. **FIDUCIARY POSITIONS.** Resign from or renounce on my behalf fiduciary positions, including personal representative, trustee, conservator, guardian, attorney-in-fact, and officer or director of a corporation; and discharge me from further responsibility by filing accountings with a court or settling by formal or informal methods.
21. **SAFE DEPOSIT BOX.** Have access to and make deposits to or withdrawals from any safe deposit box rented in my name alone or in my name and the name of any other person or persons.
22. **MAIL.** Redirect my mail.
23. **CUSTODY OF DOCUMENTS.** Take custody of important documents, including any Will, trust agreements, deeds, life insurance policies, and contracts.
24. **EMPLOYEES AND ADVISORS.** Employ, compensate, and discharge attorneys, accountants, investment advisors, property managers, custodians, physicians, dentists, nurses, household help, and others to render services to me or for my benefit.
25. **BENEFICIARY DESIGNATIONS.** Designate or change beneficiaries under insurance policies, pay-on-death arrangements, retirement plans and accounts, and any other assets, provided that any beneficiary designation shall be consistent with my existing estate plan to the extent reasonably possible. This power does not include the power to designate my Agent as a beneficiary.
26. **NOMINATION OF GUARDIAN AND CONSERVATOR.** To the extent permitted by state law, I nominate my Agent to act as my guardian and conservator if I become incapacitated.
27. **ALTERNATE AGENT.** If RUSSELL F. HURSH is unable or unwilling to act as my Agent, I appoint TIMMY R. HURSH as my Agent and attorney-in-fact. The term "my Agent" in this power of attorney shall include any alternate agent who is authorized to act under this paragraph.

28. NOMINATION OF GUARDIAN AND CONSERVATOR. To the extent permitted by state law, I nominate my Agent to act as my guardian and conservator if I become incapacitated. If my Agent is unable or unwilling to act as my guardian or conservator, I nominate TIMMY R. HURSH to act as my guardian or conservator.

29. PERFORM OTHER ACTS TO CARRY OUT THE POWERS GRANTED. Execute and deliver any written instrument and perform any other act necessary or desirable to carry out any of the powers granted to my Agent under this power of attorney, as fully as I might do personally. I ratify and confirm all acts performed by my Agent pursuant to this power of attorney.

30. THIRD PARTY RELIANCE. Third parties who rely in good faith on the authority of my Agent under this power of attorney shall not be liable to me, to my estate, or to my heirs, successors, or assigns. Third parties without actual notice of revocation may conclusively rely on the continued validity of this power of attorney. If requested, my Agent shall furnish, and a third party may conclusively rely on, an affidavit or certificate stating that (1) I was competent at the time this power of attorney was executed, (2) the power of attorney has not been revoked, (3) my Agent continues to serve as attorney-in-fact under the power of attorney, and (4) my Agent is acting within the scope of authority granted under the power of attorney. My Agent may sue or pursue other action against any third party who refuses to honor this power of attorney after such an affidavit or certificate has been provided.

31. DURABILITY. The powers granted to my Agent under this power of attorney shall continue to be exercisable even though I have become disabled or incompetent.

32. GOVERNING LAW. The validity and construction of this power of attorney shall be determined under Oregon law.

I have signed this power of attorney this 1 day of 10/17, 2019.

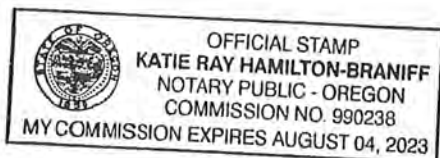
RUSSEL F. HURSH

STATE OF OREGON)
) ss.
County of Malheur)

On this 1st day of October, 2019, before me personally appeared RUSSEL F. HURSH and acknowledged to me that he executed this power of attorney freely and voluntarily.

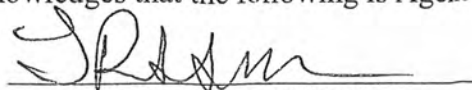
[Signature]
Notary Public for Oregon

My commission expires 8-4-23



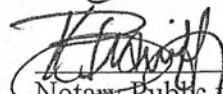
SIGNATURE AND ACKNOWLEDGEMENT OF AGENT

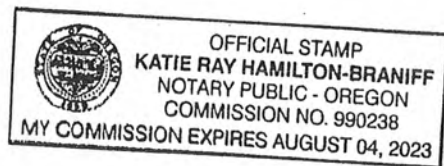
Agent acknowledges that the following is Agent's signature:


TIMMY R. HURSH

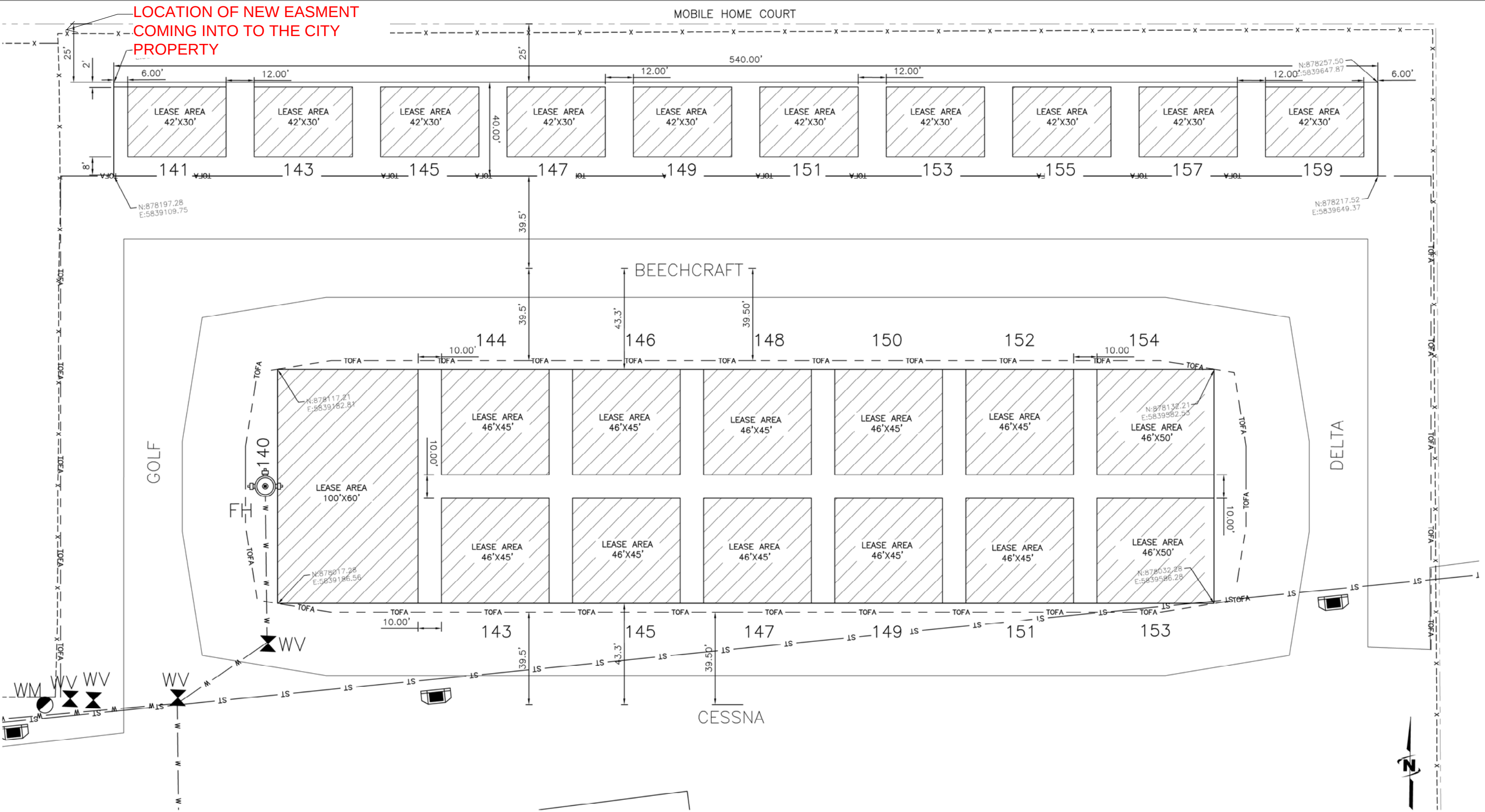
STATE OF OREGON)
) ss.
County of Malheur)

Subscribed and sworn to before me this 1st day of October, 2019 by TIMMY R. HURSH.


Notary Public for Oregon
My commission expires 8-4-23



LOCATION OF NEW EASMENT
COMING INTO TO THE CITY
PROPERTY



0 20 40
SCALE IN FEET

COORDINATES BASED ON
NAD83 OREGON STATE
PLANES (POLYCONIC),
SOUTH ZONE, US FOOT

ONTARIO MUNICIPAL AIRPORT
ONTARIO, OREGON
NEW TAXILANE HANGAR LAYOUT



LAST UPDATED: 9/22/2021
PLOT DATE: 9/22/2021
JUB ENGINEERS, INC.

Plot Date: 9/22/2021 7:56 AM Plotted By: Dan Cummings
Drawn: 9/22/2021 X:\COM\DEVELOPMENT\PLANNING\DEPT\ONAS INFO\AIRPORT\HANGARS\2021 HANGER LAYOUTS\ACAD-ACAD-HANGAR LAYOUT.DWG
FILE: ACAD-ACAD-HANGAR LAYOUT.DWG



**AGENDA REPORT
NEW BUSINESS
November 23, 2021**

To: Mayor and City Council

FROM: Dan Cummings, Community Development Director

THROUGH: Adam J. Brown, City Manager

SUBJECT: CONSTRUCTION OF POWER LINES AT THE ONTARIO MUNICIPAL AIRPORT

DATE: November 18, 2021

PROPOSED MOTION:

I MOVE THE CITY COUNCIL APPROVE THE PROJECT IN THE NOT-TO-EXCEED AMOUNT OF \$35,000 FOR THE CONSTRUCTION OF POWER LINES TO THE TWO HANGER PAD AREAS AS SHOWN ON ATTACHMENTS 1 AND 2 OF THIS REPORT.

SUMMARY:

Staff is requesting the City Council approve a project cost of not to exceed of \$35,000 for the construction of power lines to the approved hanger pad areas where the city has approved 12 new hanger leases.

BACKGROUND:

In the past several years, the city received grants to improve and construct new taxiways providing for new hanger pad areas to be leased by private individuals for the construction of private and commercial hangers.

In 2020, the City Council approved funding for installing sanitary sewer on the commercial pad area shown in Attachment 2 of this report to help spur development of the pad area.

In 2021, the City Council approved a budget to provide the engineering for sewer and water lines to the hanger pad area shown in Attachment 1 of this report, as well as other areas of the airport to help spur development on the airport.

During the building permit process of approving the 12 new hanger leases it was discovered that there was no power available at the hanger pad sites to provide for construction of the hangers. The ability of individual leasees to pay the full cost of constructing the power lines to the pad area is more than they can justify paying for.

CURRENT SITUATION:

City staff contacted Idaho Power to determine what the cost would be to provide power to the hanger pad areas shown on Attachments 1 and 2, who provided an estimated cost of approximately \$15,000.00 per site (see email correspondence Attachment 3), depending on what is determined in the design of the lines. Idaho Power will develop more accurate costs once a work order is signed with them so they can start the design.

Staff feels it is beneficial to the city to pay the cost of getting power to the pad area in an effort to keep the individual's costs down, where they would pay only the cost of power lines needed for their individual hanger. As shown in the email correspondence with Idaho Power (Attachment 3), if these lines were installed by the developers, they would only be able to get paid back from their investment from the next three to four users and the rest of the pad developers would not have to pay anything for the main lines.

It would be up to the City Council if they choose to pay the cost of the main lines and either waive any recapture fees, or the Council could choose to pay for the cost of the lines and then add a proportional cost back to each pad site during the building permit time.

ANALYSIS:

- A. **STRATEGIC PLAN** Providing the power to the hanger pad sites fits the current city strategic plan to promote growth.
- B. **FINANCIAL** The two lines would cost approximately \$30,000.00 as estimated by Idaho Power and staff is requesting not to exceed the amount of \$35,000.00. The city received another COVID grant through the Federal Aviation Administration for \$32,000. This can be used for operations of the airport, which would give us extra budget in the Airport Fund. Staff proposes to use \$32,000 in general fund appropriations to the budget and the remaining \$3,000 from the Minor Airport Improvement budget of \$6,508. If this is approved by Council, there will be a resolution presented at the next meeting.
- C. **TIMING** This action needs an answer so the staff knows how to proceed with issuing building permits for the hangers.
- D. **POLICY/LEGAL** There is no real legal policy covering this request.

ALTERNATIVES:

The City Council could choose not to cover the cost for the main power lines and let the individual lease holder figure out how to pay for power to the sites.

RECOMMENDATION:

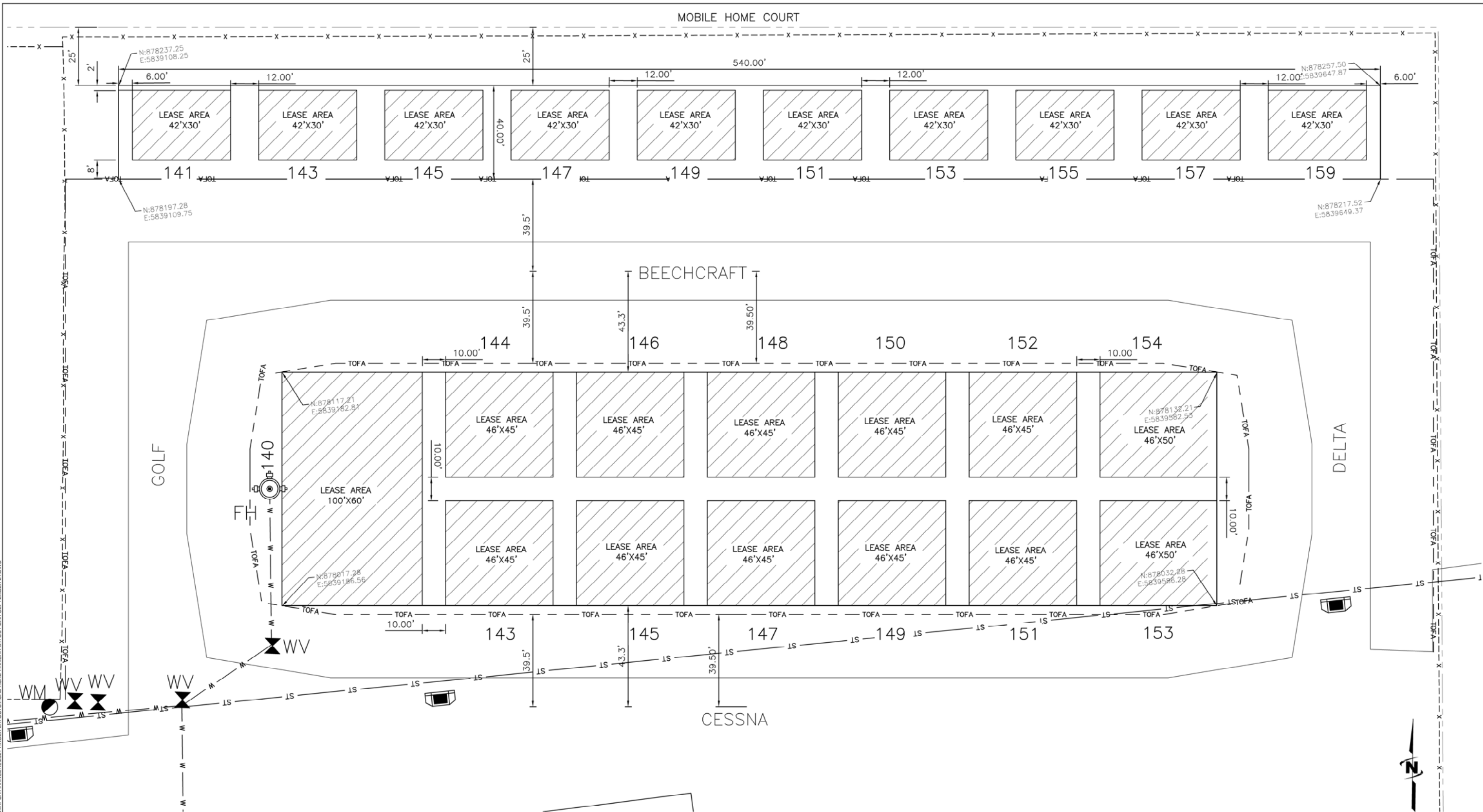
Staff recommends the City Council approve the budget of not to exceed \$35,000.00 for the construction of power lines to the two hanger pad areas shown on Attachments 1 and 2.

ATTACHMENTS:

- 1. Attachment 1_HANGERS NE
- 2. Attachment 2_COMMERCIAL HANGERS

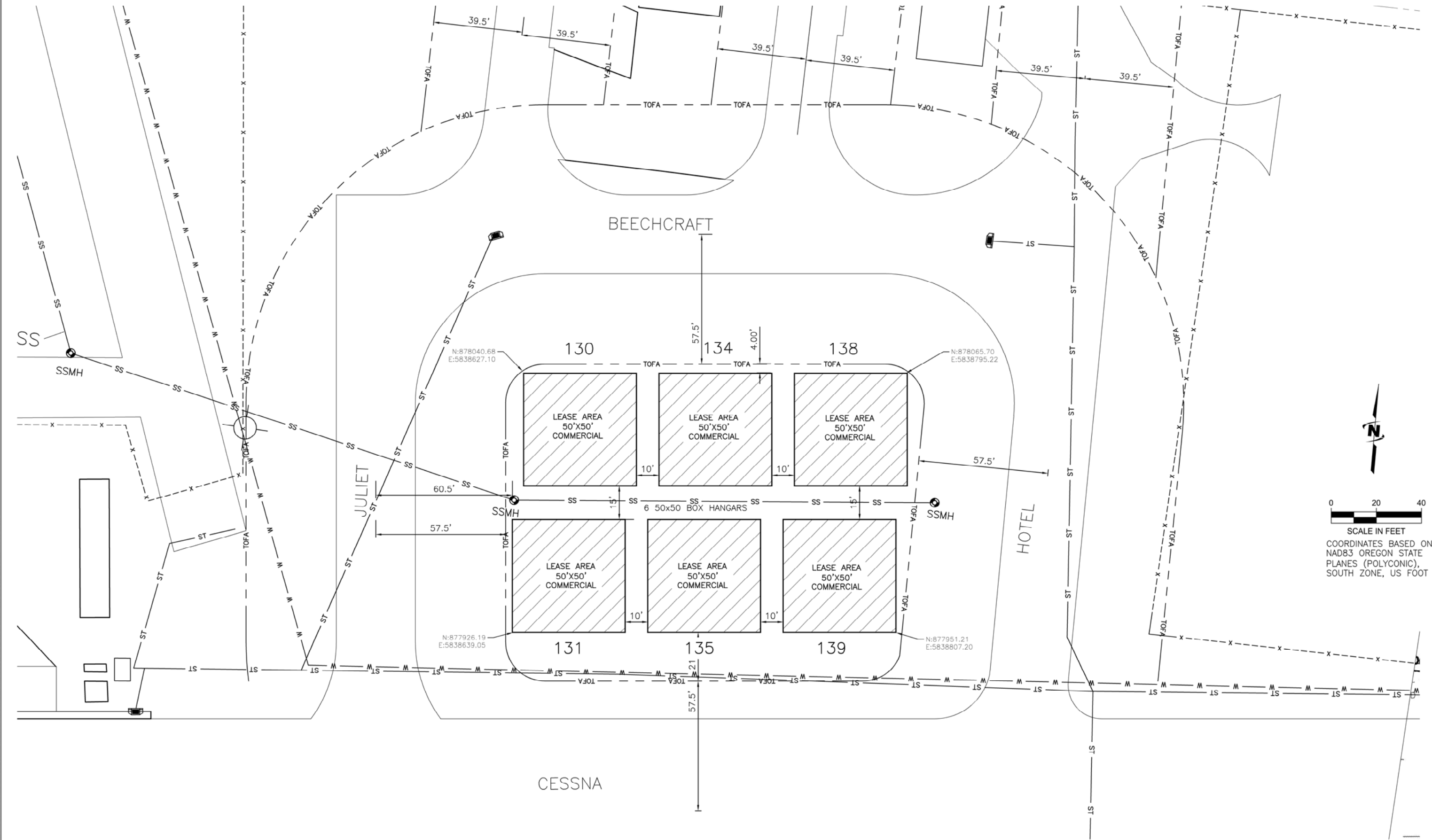
3. Attachment 3_ Email coorispondenes power line costs

Plot Date: 9/22/2021 7:56 AM Plotted By: Dan Cummings
Drawn: 9/22/2021 7:56 AM
File: ACAD-ACAD-HANGAR LAYOUT-SEP-21.DWG
LAST UPDATED: 9/22/2021
PLOT DATE: 9/22/2021
JUB ENGINEERS, INC.



ONTARIO MUNICIPAL AIRPORT
ONTARIO, OREGON
NEW TAXILANE HANGAR LAYOUT

Plot Date: 10/7/2021 2:13 PM Plotted By: Dan Cummings
Drawn: 10/7/2021 10:27:2021 X:\COM\DEVELOPMENT\PLANNING\DEPT\ONIS INFO\AIRPORT\HANGARS\2021 HANGER LAYOUTS\ACAD-HANGAR LAYOUT.DWG
FILE: ACAD-HANGAR LAYOUT.DWG



ONTARIO MUNICIPAL AIRPORT
ONTARIO, OREGON
HANGER LAYOUT



LAST UPDATED: 10/7/2021
PLOT DATE: 10/7/2021
JUB ENGINEERS, INC.

From: [Caldwell, Rory](#)
To: [Dan Cummings](#); [Adam Brown](#)
Cc: [Tori Barnett](#)
Subject: RE: Airport Powerline easement
Date: Monday, November 08, 2021 12:20:02 PM

Morning, I ran some estimates for you on power costs to the two hangar sites at the airport. You are looking at approximately \$15,000 for each site depending upon what is involved.

The BLM Site/Heap area, is more involved and hopefully we can locate the sleeves under the taxiways.

The other site is expensive also because I figured having the UG Bored under the taxiways and roadway. We also have to dig up the 3 phase line serving the office and tap into it and according to our records, it's not in conduit which adds some more time and labor.

Also, the City will be Vested in these as they are line extensions with Transformers. So the way it would work is that Alex Heap or anyone else within 5 Yrs or 4 applicants would have to pay the City back a portion of their costs unless the city puts the meters in their name or they choose to waive the vesting charges.

Let me know what you want to do. Thanks

Rory Caldwell
DISTRIBUTION DESIGNER
Idaho Power | Customer Operations
1550 S Main St | Payette, Idaho | 83661
Office 208-642-6226
rcaldwell@idahopower.com

-----Original Message-----

From: Dan Cummings <dan.cummings@ontariooregon.org>
Sent: Friday, November 5, 2021 1:09 PM
To: Caldwell, Rory <RCaldwell@idahopower.com>; Adam Brown <adam.brown@ontariooregon.org>
Cc: Tori Barnett <tori.barnett@ontariooregon.org>
Subject: [EXTERNAL]RE: Airport Powerline easement

KEEP IDAHO POWER SECURE! External emails may request information or contain malicious links or attachments. Verify the sender before proceeding, and check for additional warning messages below.

Yes thank you and we will get back to you on this.

Dan Cummings, PLS
Community Development Director
(541) 881-3222

-----Original Message-----

From: Caldwell, Rory <RCaldwell@idahopower.com>
Sent: Friday, November 05, 2021 1:07 PM
To: Dan Cummings <dan.cummings@ontariooregon.org>; Adam Brown <adam.brown@ontariooregon.org>
Cc: Tori Barnett <tori.barnett@ontariooregon.org>
Subject: RE: Airport Powerline easement

I thought the same thing so i wanted to make sure.

Sent with BlackBerry Work (www.blackberry.com) _____

From: Dan Cummings <dan.cummings@ontariooregon.org>

Sent: Nov 5, 2021 1:04 PM

To: "Caldwell, Rory" <RCaldwell@idahopower.com>; Adam Brown <adam.brown@ontariooregon.org>

Cc: Tori Barnett <tori.barnett@ontariooregon.org>

Subject: [EXTERNAL]RE: Airport Powerline easement

KEEP IDAHO POWER SECURE! External emails may request information or contain malicious links or attachments. Verify the sender before proceeding, and check for additional warning messages below.

Rory,

I'm not aware of that, I told him I would take care of getting an easement for the power line but I did not commit to paying for any power.

I'm going to have to let Adam comment on this. ADAM?

Dan Cummings, PLS

Community Development Director

(541) 881-3222

-----Original Message-----

From: Caldwell, Rory <RCaldwell@idahopower.com>

Sent: Friday, November 05, 2021 12:39 PM

To: Dan Cummings <dan.cummings@ontariooregon.org>; Adam Brown <adam.brown@ontariooregon.org>

Cc: Tori Barnett <tori.barnett@ontariooregon.org>

Subject: RE: Airport Powerline easement

Ok, i can start on it next week. I will need at least 10' north of the airport fence to go underground. Also, Alexander says the city is paying for power up to the airport property line?

Thanks,

Rory

Sent with BlackBerry Work (www.blackberry.com<<http://www.blackberry.com>>)

From: Dan Cummings <dan.cummings@ontariooregon.org>

Sent: Nov 5, 2021 10:58 AM

To: "Caldwell, Rory" <RCaldwell@idahopower.com>; Adam Brown <adam.brown@ontariooregon.org>

Cc: Tori Barnett <tori.barnett@ontariooregon.org>

Subject: [EXTERNAL]RE: Airport Powerline easement

KEEP IDAHO POWER SECURE! External emails may request information or contain malicious links or attachments. Verify the sender before proceeding, and check for additional warning messages below.

Rory,

Attached is a copy of the signed easement by the property owner. I will be putting this on the City Council meeting for November 23rd to have the City Council accept it and then get it recorded shortly after that, but figured you could get to work on the line since it is legally signed by the property owner.

Let me know when your ready for it and I will run out there and put a stake where the new pole goes and a point where the centerline crosses into the city property at the fence line. I will send you a recorded copy once it is completed. Tim Hursh said the attached power of Attorney is recorded at the County also.

Let me know if you need anything else from me on this matter.

Thank you.

Dan Cummings, PLS
Community Development Director
(541) 881-3222
[cid:image001.png@01D7D234.19405DA0]

From: Caldwell, Rory <RCaldwell@idahopower.com>
Sent: Monday, November 01, 2021 2:10 PM
To: Dan Cummings <dan.cummings@ontariooregon.org>; Adam Brown <adam.brown@ontariooregon.org>
Cc: Tori Barnett <tori.barnett@ontariooregon.org>
Subject: RE: Airport Powerline easement

Ok, Easement and paperwork looks good. Alexander will be eligible for up to 80% for five years or four applicants based upon what he pays to install. I met with Dan Penn when I was onsite, he was only looking for power to open a garage door and wasn't sure he wanted to pay the costs for UG Power. I believe I have had a request from Rick Todd also but he was not in a hurry to start yet.

Thanks,

Rory Caldwell
DISTRIBUTION DESIGNER
Idaho Power | Customer Operations
1550 S Main St | Payette, Idaho | 83661
Office 208-642-6226
rcaldwell@idahopower.com<<mailto:rcaldwell@idahopower.com>>

From: Dan Cummings <dan.cummings@ontariooregon.org<<mailto:dan.cummings@ontariooregon.org>>>
Sent: Sunday, October 31, 2021 10:43 AM
To: Caldwell, Rory <RCaldwell@idahopower.com<<mailto:RCaldwell@idahopower.com>>>; Adam Brown <adam.brown@ontariooregon.org<<mailto:adam.brown@ontariooregon.org>>>
Cc: Tori Barnett <tori.barnett@ontariooregon.org<<mailto:tori.barnett@ontariooregon.org>>>
Subject: [EXTERNAL]Airport Powerline easement

KEEP IDAHO POWER SECURE! External emails may request information or contain malicious links or attachments. Verify the sender before proceeding, and check for additional warning messages below.

Rory,

Attached is a copy of the powerline easement to get power to the new NE hanger area of the Airport as well as to the City office building (being leased by the BLM). As mentioned it will be overhead to the new pole by the NE corner BLM office and then drop underground into the City property (overhead service to BLM reconnected).

Once on City property it will serve buildings on the city property and I assume you won't need easements for it as I believe you have a blank right to run power on City property for the benefit of structure on City owned property, since I don't find any easements for any of the power lines on the Airport.

My plans are to try and get this easement signed by the owners this coming week. I will let you know when I have it signed.

As you know this line will serve the 10 hangers being constructed by Alexander Heap north of Beechcraft (141 thru 159 Beechcraft) and also to provide power to the new hanger for Dan Penn at 140 Golf, as well as will provide power in the future to the other 12 building pads east of Penn's. I'm assuming Alexander will get some kind of proportional cost share back for the new main line from the existing pole to his transformer from Penn and the other 12 pads in the middle once they connect, but that will be in your deal with Alexander on any recapture costs for that section of line. Let me know if you need anything from me on this.

I'm attaching a map showing the possible locations of the underground powerlines but this is just an idea. It also shows the location of the two 4" sleeve s under the taxiway "Golf".

I believe you told me you also had a request from Rick Todd for 131 Cessna which will also serve the other 5 pads in this area (see attached). I may have the other two pads (135 & 139 Cessna) leased very soon also, so let me know if you need anything for this area. Unfortunately we do not see where any sleeves were installed when this area was developed a few years ago. I wish I would of know or thought of that when we put the new sewer line to this

area last year and we could of put a sleeve in when we had it opened up. But too late now.
Any questions or any further help from me please give me a yell.
Dan

Dan K. Cummings, PLS
Community Development Director
City of Ontario
(541) 881-3222
[cid:image004.png@01D7D233.BA84CF30]

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**AGENDA REPORT
PUBLIC HEARING
November 23, 2021**

To: Mayor and City Council

FROM: Dan Cummings, Community Development Director

THROUGH: Adam J. Brown, City Manager

SUBJECT: **ORDINANCE #2799-2021: PLANNING ACTION 2021-07-28AZ - A REQUEST BY GOLD THUMB INVESTMENTS, LLC FOR THE ANNEXATION AND REZONE OF PROPERTY FROM URBAN GROWTH AREA INDUSTRIAL (UGA-I) TO CITY LIGHT INDUSTRIAL (I-1)**

DATE: November 16, 2021

PROPOSED MOTION:

A. APPROVAL:

1. I MOVE THAT THE CITY COUNCIL APPROVE THE FINDING OF FACTS AND THE PLANNING COMMISSION RECOMMENDATION FOR THE ANNEXATION AND REZONE OF THE SUBJECT PROPERTY FROM URBAN GROWTH AREA INDUSTRIAL (UGA-I) TO CITY LIGHT INDUSTRIAL (I-1), AS SET FORTH IN ACTION 2021-07-28AZ BASED ON THE INFORMATION, FINDINGS AND CONCLUSIONS SET FORTH IN SECTIONS I THROUGH IV OF THIS REPORT.
2. I MOVE THAT THE CITY COUNCIL APPROVE ORDINANCE #2799-2021, AN ORDINANCE PROCLAIMING THE ANNEXATION AND REZONING OF CERTAIN TERRITORY TO THE CITY OF ONTARIO FROM URBAN GROWTH AREA INDUSTRIAL (UGA-I) TO CITY LIGHT INDUSTRIAL (I-1), BEING A PARCEL WITHIN THE SW1/4 NW1/4 SECTION 33, TOWNSHIP 17 SOUTH RANGE 47 EAST, W.M., ON FIRST READING BY TITLE ONLY.

IF VOTE IS UNANIMOUS:

3. I MOVE THE CITY COUNCIL WAIVE THE SECOND READING OF ORDINANCE #2794-2021, AN ORDINANCE PROCLAIMING THE ANNEXATION AND REZONING OF CERTAIN TERRITORY TO THE CITY OF ONTARIO FROM URBAN INDUSTRIAL (UGA-I) TO CITY LIGHT INDUSTRIAL (I-1), BEING A PARCEL WITHIN THE SW1/4 NW1/4 SECTION 33, TOWNSHIP 17 SOUTH RANGE 47 EAST, W.M., BY TITLE ONLY

B. DENIAL:

1. I MOVE THAT THE REQUEST FOR REZONE OF THE SUBJECT PROPERTY FROM URBAN GROWTH AREA INDUSTRIAL (UGA-I) TO CITY LIGHT INDUSTRIAL (I-1), AS SET FORTH IN ACTION 2021-07-28AZ BE DENIED, BASED ON THE INFORMATION, FINDINGS AND CONCLUSIONS SET FORTH BELOW. (NEED TO CHANGE STAFF FINDINGS AND LEGAL REASONS FOR DENIAL).

SUMMARY:

The applicant owns a parcel of land, known as 17S4733B, tax lot 3200. The applicants wish to annex and rezone the property into the city to connect to city services and further develop the property. This application, if approved, will result in the annexation of 10.00 acres, plus the right of way for North Verde Drive, NW 13th Street, NW 22nd Avenue and NW 24th Avenue, into the city and a rezone of the property from Urban Growth Area Light Industrial (UGA-I) to City Light Industrial (I-1).

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 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. The Community Development Director, under Planning Action 2021-02-05CUP, approved a Conditional Use Permit for a Cannabis Retail facility contingent of the property being annexed.

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 Property is currently in the City of Ontario Urban Growth Area ("UGA") and zoned UGA 1-1 Light Industrial and once annexed into the City limits of Ontario it will be rezoned to City 1-1 Light Industrial and requested uses will be allowed by 10A-39-10(9). The proposed improvements to the property will be in compliance with the Planning and Zoning Development Standards - along with the accepted Conditional Use Permit 2021 -02-05CUP to develop the Property as a Marijuana retail facility, as allowed under City of Ontario Code 10A-59, Marijuana Related Operations and Activities and will be in compliance with State of Oregon laws and statewide planning goals, and guidelines will not be changed or affected by this annexation.

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 acknowledged Comprehensive plan, no change is requested. The entire UGA Zone complies with the Acknowledged Comprehensive Plan and Oregon Land Conservation and Development Department - Goal 9: Economic Development OAR 660-009-000 "To provide adequate opportunities throughout the state for a variety of economic activities vital to the health, welfare and prosperity of Oregon citizens." Annexation into the City of Ontario will not change the zoning of this property and its improvements comply and are in compliance with Goal 9 and other statewide planning goals and state of Oregon laws. Therefore, guidelines will not be changed or affected by this annexation.

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.

Approving the annexation of this ten (10) acre property into the city limits of Ontario will not change the existing zoning of UGA 1-1 Light Industrial and will be rezoned City 1-1 Light Industrial after annexation based on the Zoning Map and Acknowledged Comprehensive Plan. Marijuana businesses are allowable and considered an accepted use with a conditional use permit in the Light Industrial Zone. City of Ontario Code 10A-59. Therefore, the only change will be the Annexation from Malheur County to the City of Ontario. This Annexation is necessary to participate in the City of Ontario's Recreational Marijuana policy allowing for dispensaries and other potential Marijuana businesses, which are all considered conditional uses under the City of Ontario Zoning Code.

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.

The current zoning of the ten (10) acre property that is located in the UGA will not be changed after annexation into the City of Ontario. It will remain as Light Industrial zoning and will be in compliance with all zoning requirements and goals originally accepted for this area. The only change will be the annexation from Malheur County to the City of Ontario. The annexation of the property will be beneficial to the City of Ontario and its residences in the following aspects:

- Added tax revenue for the City of Ontario;
- Added employment opportunities to the residents of the City of Ontario; Added Light Industrial property into the City of Ontario; and
- Site improvements to enhance pedestrian walkability (sidewalks), ability to connect to city services (water/sewer) and improved streets are required to be maintained and constructed per City requirements and standards.

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 proposed plot plan (that is subject to change) shows the retail area and the size of the parcel for the proposed use, which is consistent with the regulations of the City of Ontario. The ten (10) acre property will be divided into three tax lots by way of partition as shown in the attached plot plan and as follows:

TAX LOT No. 1: Approximately 69,540 Sq. Ft. with a planned 4,000 to 9,000 square foot building; TAX LOT No. 2: 370,410 Sq. Ft. with planned (5) 9,000 Sq. Ft., (4) 3,800 Sq. Ft., and (1) 1,500 Sq. Ft. buildings that could house other approved light industrial businesses.

TAX LOT No. 3: 179,418 Sq. Ft. with planned (1) 21,000 Sq. Ft., (5) 4,800 Sq. Ft., (1) 7,825 Sq. Ft. and (2) 2,400 Sq. Ft. buildings, again which would house other approved light industrial businesses.

The total build area is to be 13%, with the remaining area to be a parking lot for 400+ cars, which will be developed per City requirements and standards. This is consistent with the criterion with respect to compatibility with surrounding uses, size of structures for proposed use, required parking, setbacks and landscaping. The proposed plot plan shows more than enough parking area to meet the requirements of a retail facility and shows the required landscaping.

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 ten (10) acre parcel is surrounded on all four sides by public roadways that will be enhanced with new paving, curbs, sidewalks and bio swells. Large, unobstructed entrances from each street will be built in accordance with city requirements and standards. In addition, annexation into the City of Ontario will provide for city water and sewer which is already existing at the roadways. The scope of work for public facilities, utilities and general assets was also previously included in the general

scope of the UGA County Zoning and would not add to previously planned resources.

This Application for Annexation is consistent with the standards and can be connected to City services once extended to the property by the owners. The site has access to N. Verde Drive and NW 24th Street once constructed to City standards by the property owners. Owners are aware of the requirements to extend and develop the public improvements.

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.

All planned improvements will be in compliance with City 1-1 Light Industrial zoning as the entire surrounding area is also zoned UGA Light Industrial and there are no known issues in Applicant's plans that would create undo dust, noise, vibration, odor, heat, glare, lighting, or discharges into the air, water or land, except for the initial construction period. No adverse effects are expected to occur.

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. Finding 2 above shows 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 the Comprehensive Plan. Therefore, there is no mistake made. The findings demonstrate that this criterion is met. **CRITERION IS MET**

d. The applicant states in finding 4, that the 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 industrial designated under the Comprehensive Plan so an industrial zone is in compliance with the Comprehensive Plan. **CRITERION IS MET**

e. As noted in 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 will be extended 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 Light Industrial. The permitted uses are related to low volume traffic and uses which do not lend themselves to the creation of significant amounts of noise or other discharges of dust or odor into the air, which are 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 are 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 Industrial use in the Urban Growth Area; the requested zone, City Light Industrial (I-1), 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 City Light Industrial land 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 for 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.

At a Public Hearing on October 11, 2021, the Planning Commission approved the findings of facts and sent a recommendation to the City Council to approve the annexation and rezoning of the property as detailed in this report.

The City Council tabled this action pending discussions with the City Attorney.

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; it also allows for future development of the city in meeting its potential for future growth of the community.
- B. **FINANCIAL** There is no financial impact to the city currently, but will add revenue as property tax.
- 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 deny the application based on legal findings of fact.

RECOMMENDATION:

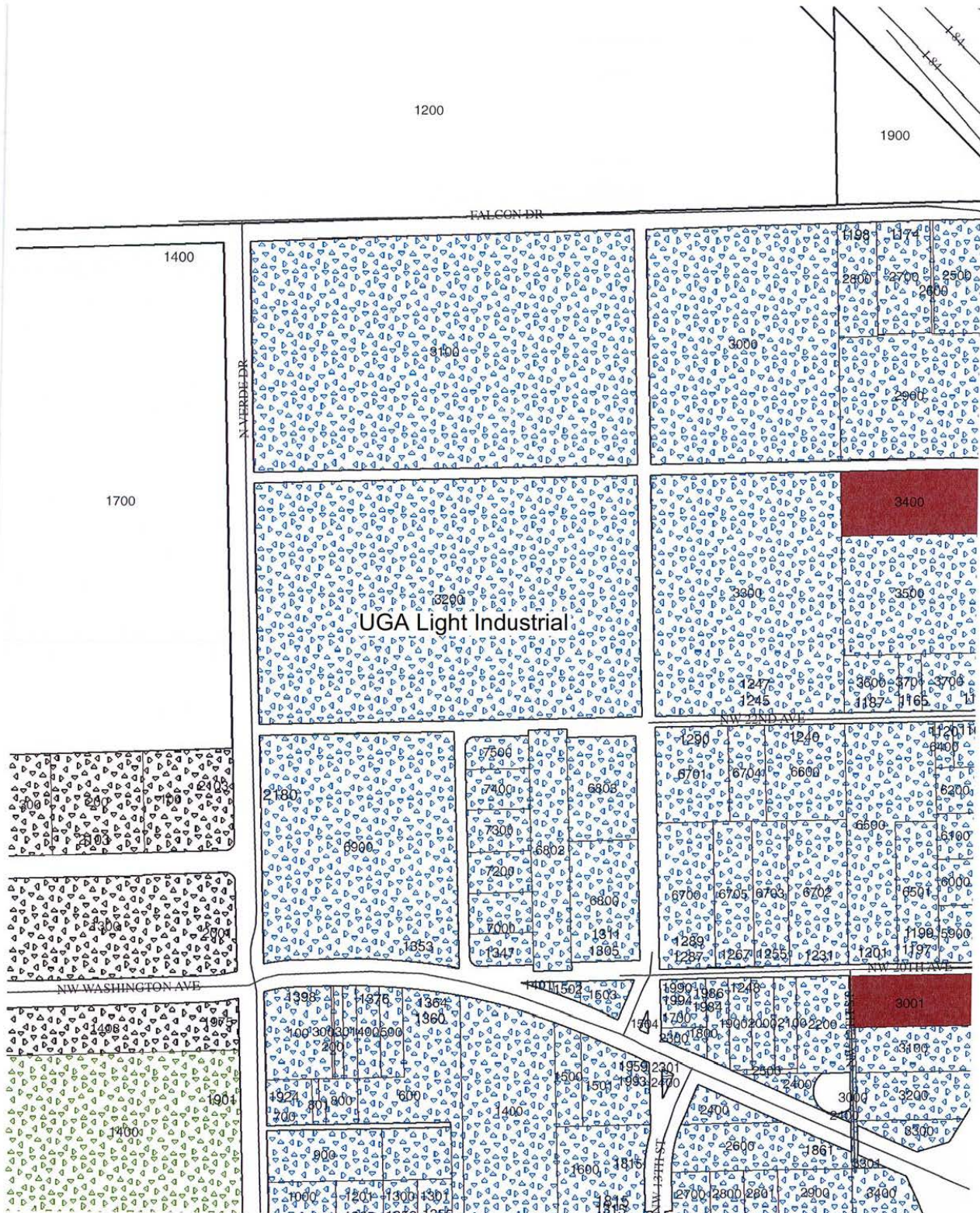
Staff recommends that the City Council approve and adopt the findings of facts and approve the annexation and rezone from UGA-Light Industrial to City Light Industrial (I-1) of the subject property by adopting Ordinance #2799-2021.

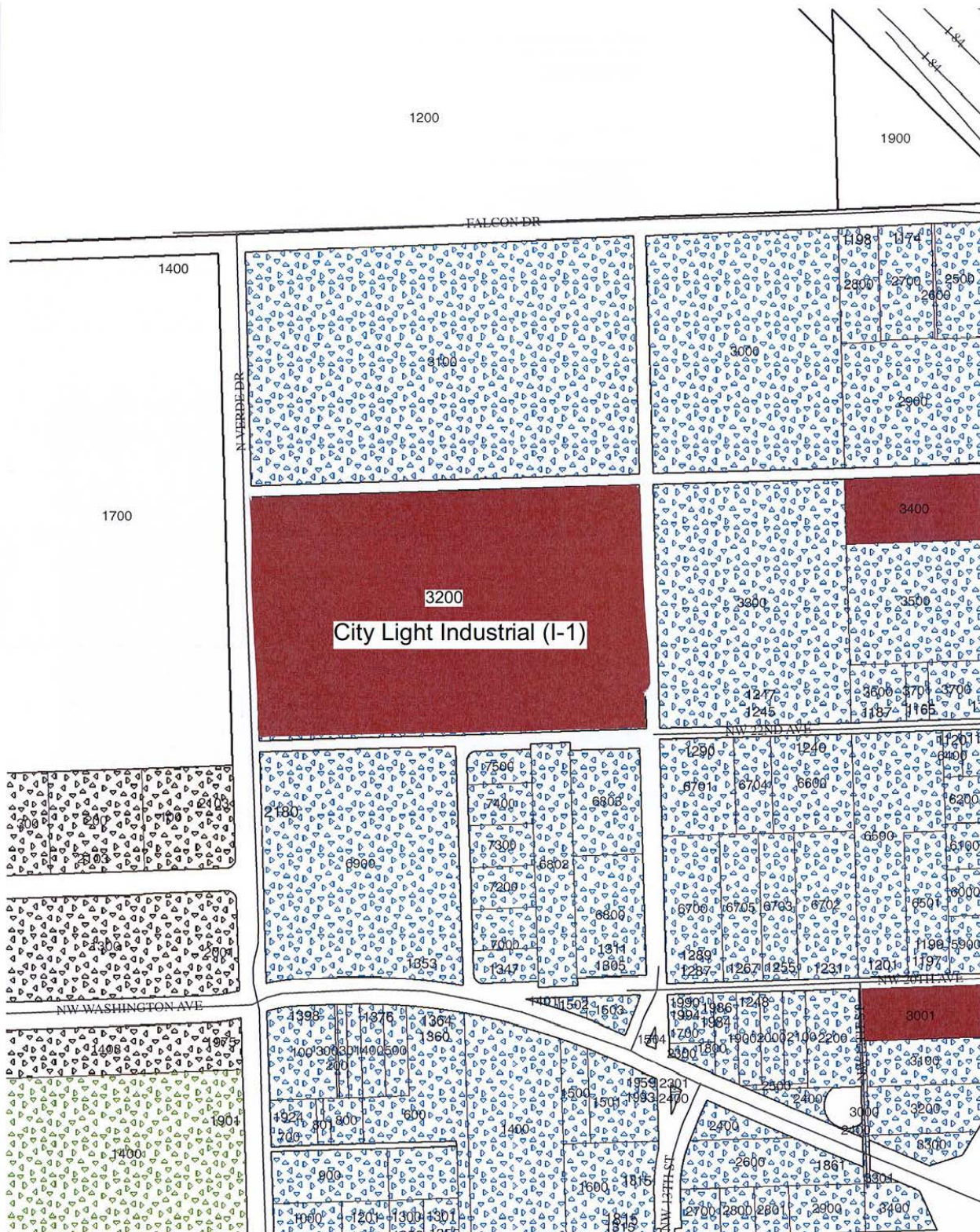
ATTACHMENTS:

1. Attachment 1_Before
2. Attachment 2_After
3. Attachment 3_Area Map
4. Attachment 4_Annex Description
5. Attachment 5_Annex Tax Map
6. Attachment 6_Ord #2799-2021

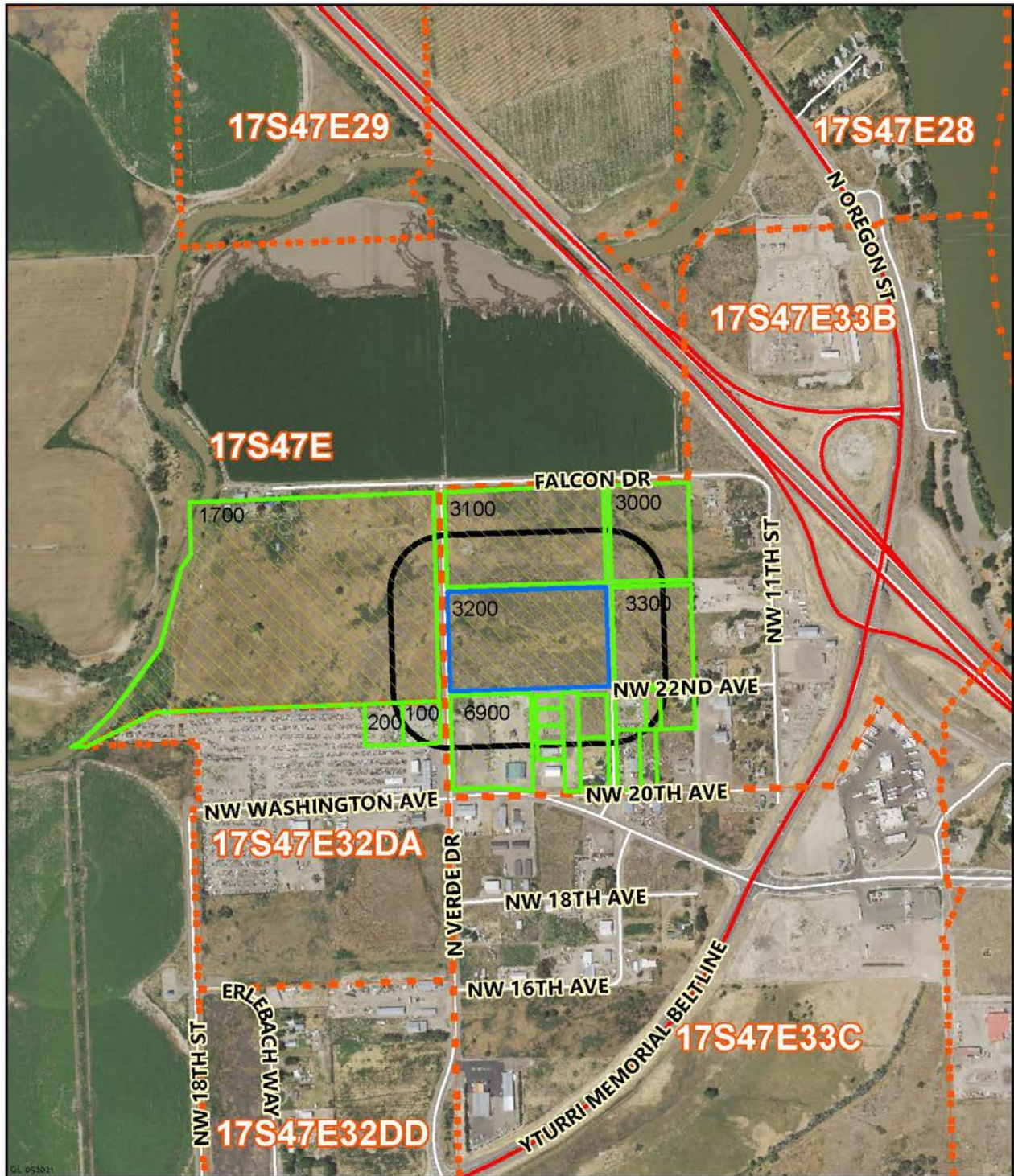
Attachment "1"

Parcel Before Rezoning





Attachment "3"



Legend

- 300 ft radius
- Map Index
- GoldenThumbInvestment
- TL wn 300' rad fr GoldenThumbInvestment

300 Feet Radius Map

Golden Thumb Investment_Ref7318

0 400
Feet

*Map is prepared for
assessment purposes only*

Attachment “4”

Rezone Parcel Description

Exhibit “A”

LEGAL DESCRIPTION FOR THE CITY OF ONTARIO ANNEXATION

Land in Malheur County, Oregon, as follows:

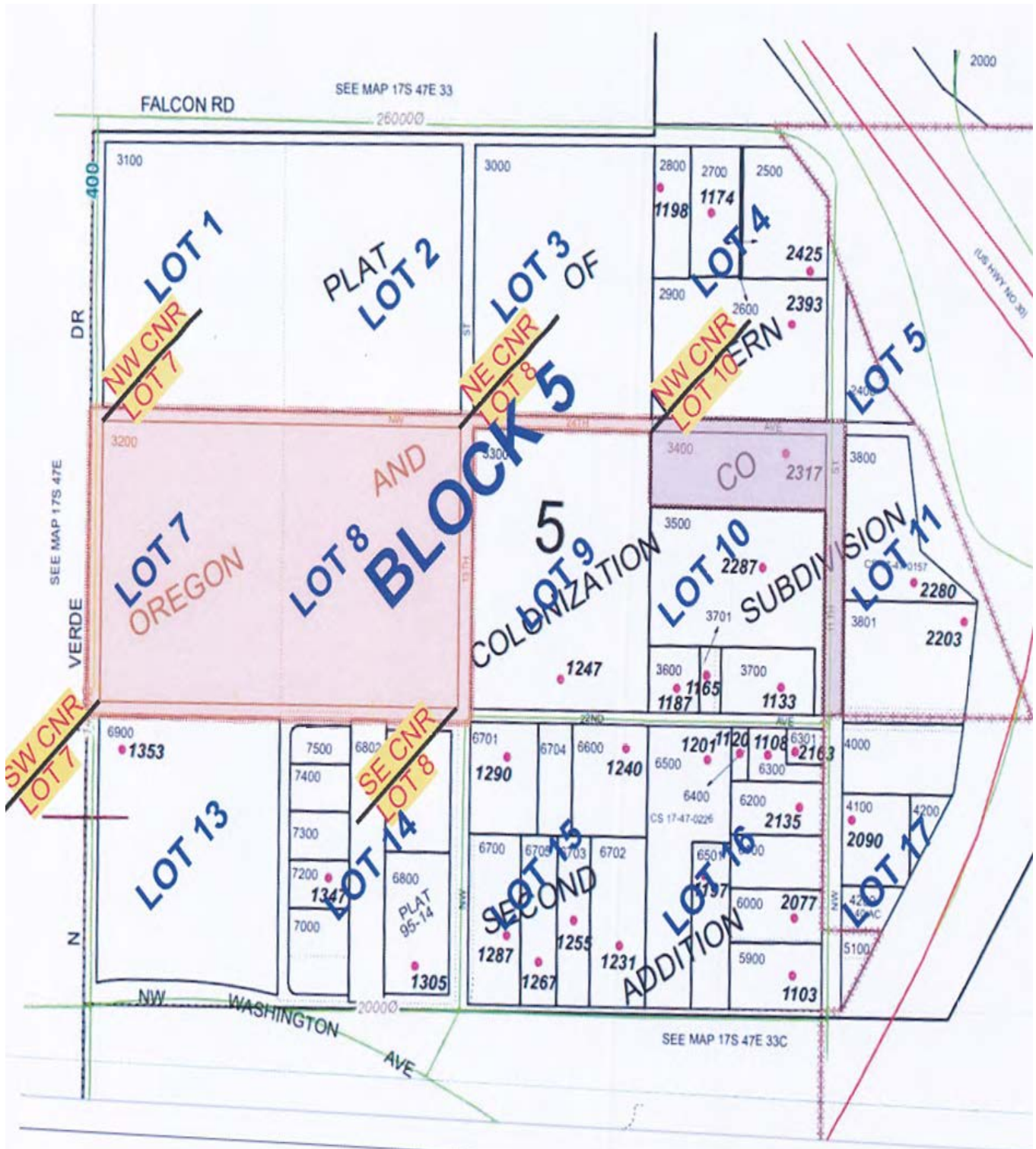
Land in OREGON AND WESTERN COLONIZATION SUBDIVISION SECOND ADDITION, in Section 33, Township 17 South, Range 47 East of the Willamette Meridian, Malheur County, Oregon, according to the Corrected Plat thereof, as follows:

In Block 5: Lot 7, Lot 8 and the Public Right of Way, all being more particularly described as follows”

Beginning at the Southeast corner of Lot 3 said Block 5; thence west coincident with the south boundary of Lots 1, 2 & 3 and the northerly boundary of NW 24th Avenue and the extension thereof, to the west boundary of Verde Drive; thence south coincident with the west boundary of said Verde Drive to the point of intersection with the extension of the south boundary of NW 22nd Avenue; thence east coincident with the southerly boundary of NW 22nd Avenue and the north boundary of Lots 13 & 14 to the Northwest corner of Lot 15, said Block 5 being on the east boundary of NW 13th Street; thence north coincident with the easterly boundary of said NW 13th Street and the westerly boundary of Lot 9 to the Northwest corner of said Lot 9; thence east along the north line of Lot 9 and south boundary of NW 24th Avenue to the Northeast corner of said Lot 9; thence north to the SE corner of said Lot 3 and the Point of Beginning.

END OF DESCRIPTION

Rezoned Parcel Tax Map





ORDINANCE #2799-2021

AN ORDINANCE PROCLAIMING THE ANNEXATION AND REZONING OF CERTAIN TERRITORY TO THE CITY OF ONTARIO FROM URBAN GROWTH AREA INDUSTRIAL (UGA-I) TO CITY LIGHT INDUSTRIAL (I-1), BEING A PARCEL WITHIN THE SW¼ NW¼ SECTION 33, TOWNSHIP 17 SOUTH RANGE 47 EAST, W.M..

- 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 Industrial (UGA I) to City Light Industrial (I-1).

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 2021-07-28AZ, the lands as shown and described in the attached Exhibits “A” and “B” be rezoned from UGA Industrial (UGA I) to City Light Industrial (I-1).
3. 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. 2021-07-28AZ

Exhibit “A”

LEGAL DESCRIPTION
FOR THE CITY OF ONTARIO ANNEXATION

Land in Malheur County, Oregon, as follows:

Land in OREGON AND WESTERN COLONIZATION SUBDIVISION SECOND ADDITION, in Section 33, Township 17 South, Range 47 East of the Willamette Meridian, Malheur County, Oregon, according to the Corrected Plat thereof, as follows:

In Block 5: Lot 7, Lot 8 and the Public Right of Way, all being more particularly described as follows”

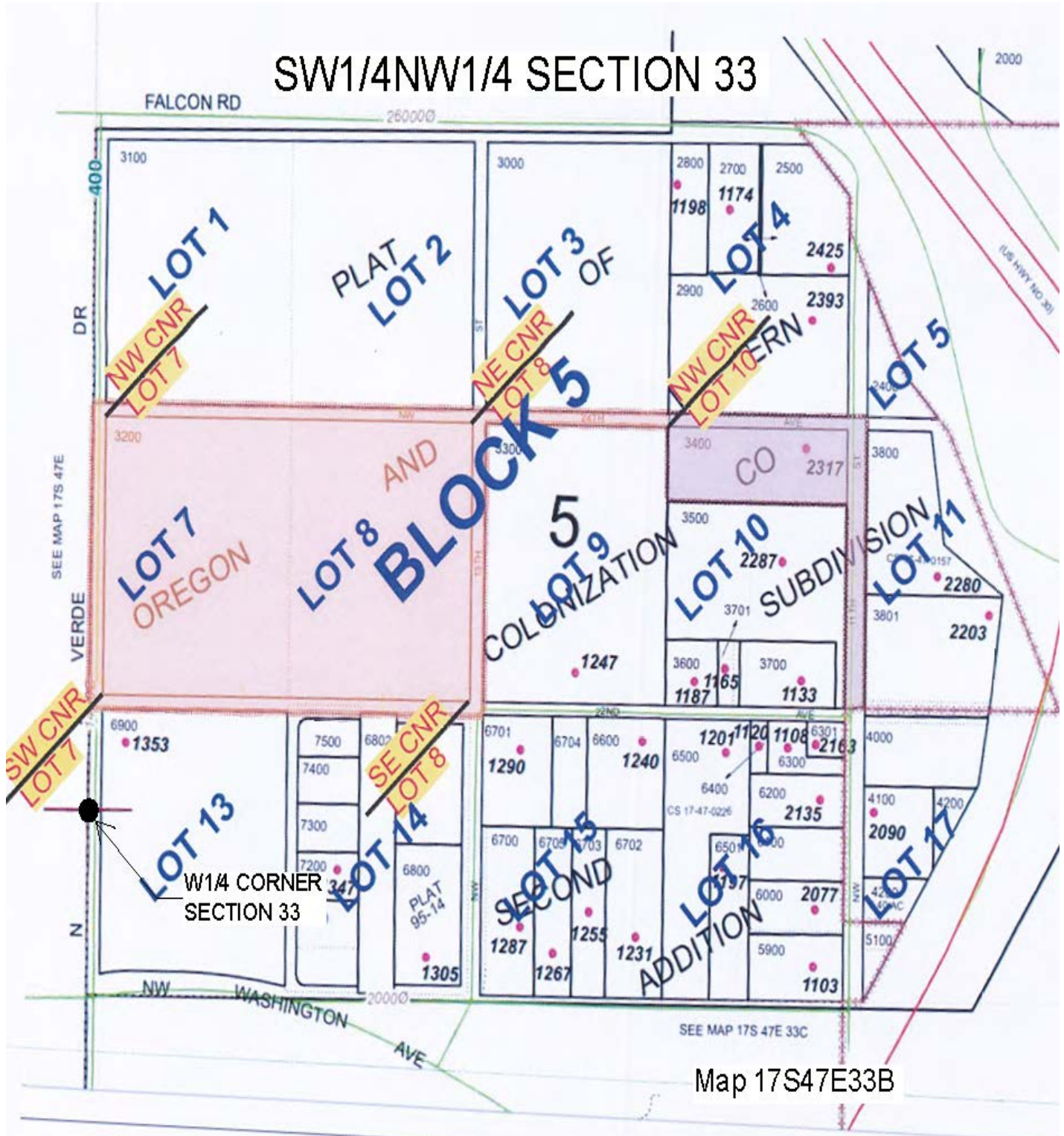
Beginning at the Southeast corner of Lot 3 said Block 5; thence west coincident with the south boundary of Lots 1, 2 & 3 and the northerly boundary of NW 24th Avenue and the extension thereof, to the west boundary of Verde Drive; thence south coincident with the west boundary of said Verde Drive to the point of intersection with the extension of the south boundary of NW 22nd Avenue; thence east coincident with the southerly boundary of NW 22nd Avenue and the north boundary of Lots 13 & 14 to the Northwest corner of Lot 15, said Block 5 being on the east boundary of NW 13th Street; thence north coincident with the easterly boundary of said NW 13th Street and the westerly boundary of Lot 9 to the Northwest corner of said Lot 9; thence east along the north line of Lot 9 and south boundary of NW 24th Avenue to the Northeast corner of said Lot 9; thence north to the SE corner of said Lot 3 and the Point of Beginning.

END OF DESCRIPTION

Exhibit "B"

Subject property

MAP 17S4733B Tax Lot 3200 Plus ROW



Public Works Department

Quarterly Presentation July-
September 2021

Jacobs

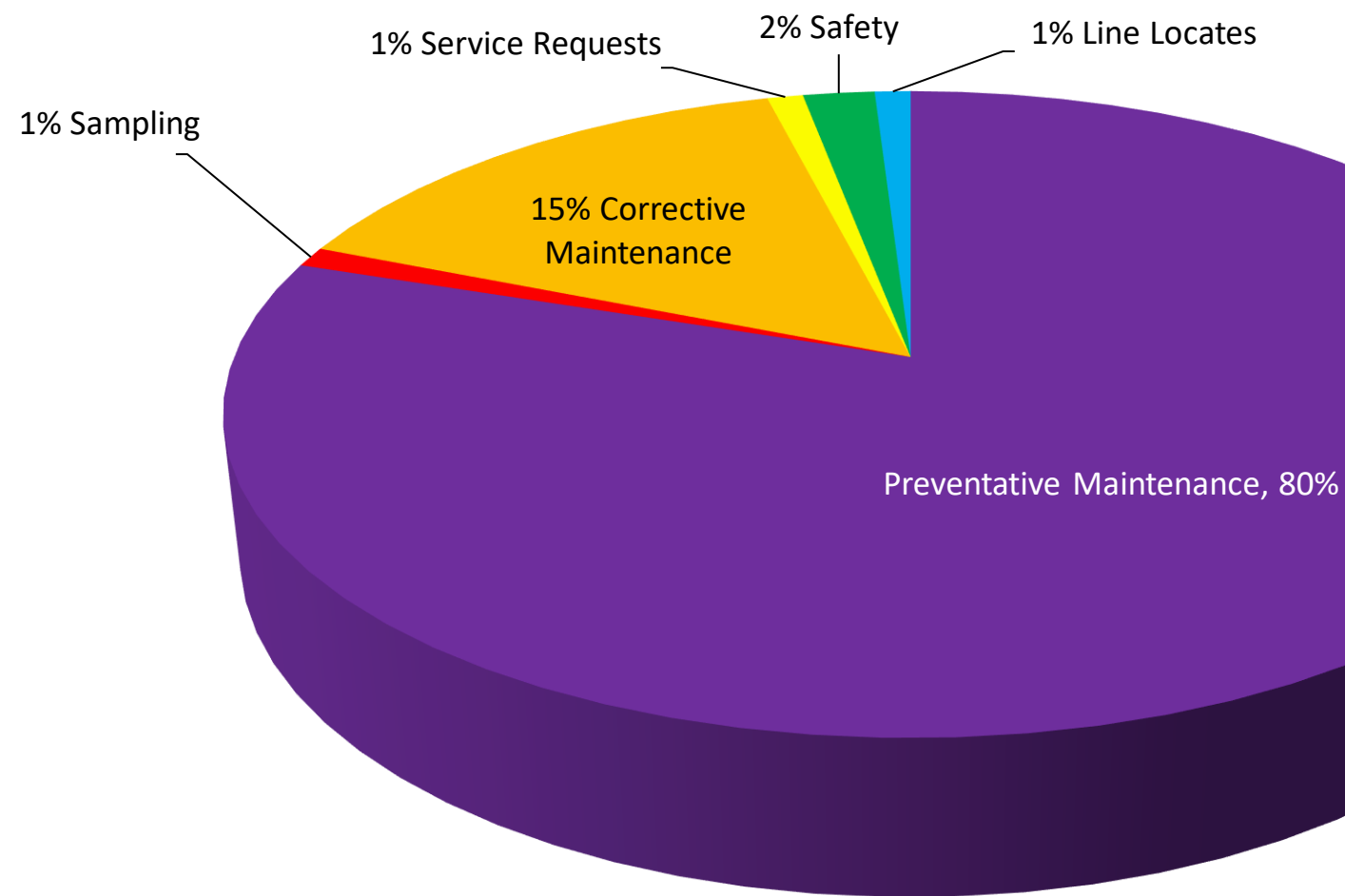
Challenging today.
Reinventing tomorrow.



ONTARIO
OREGON
THE GATEWAY TO ADVENTURE

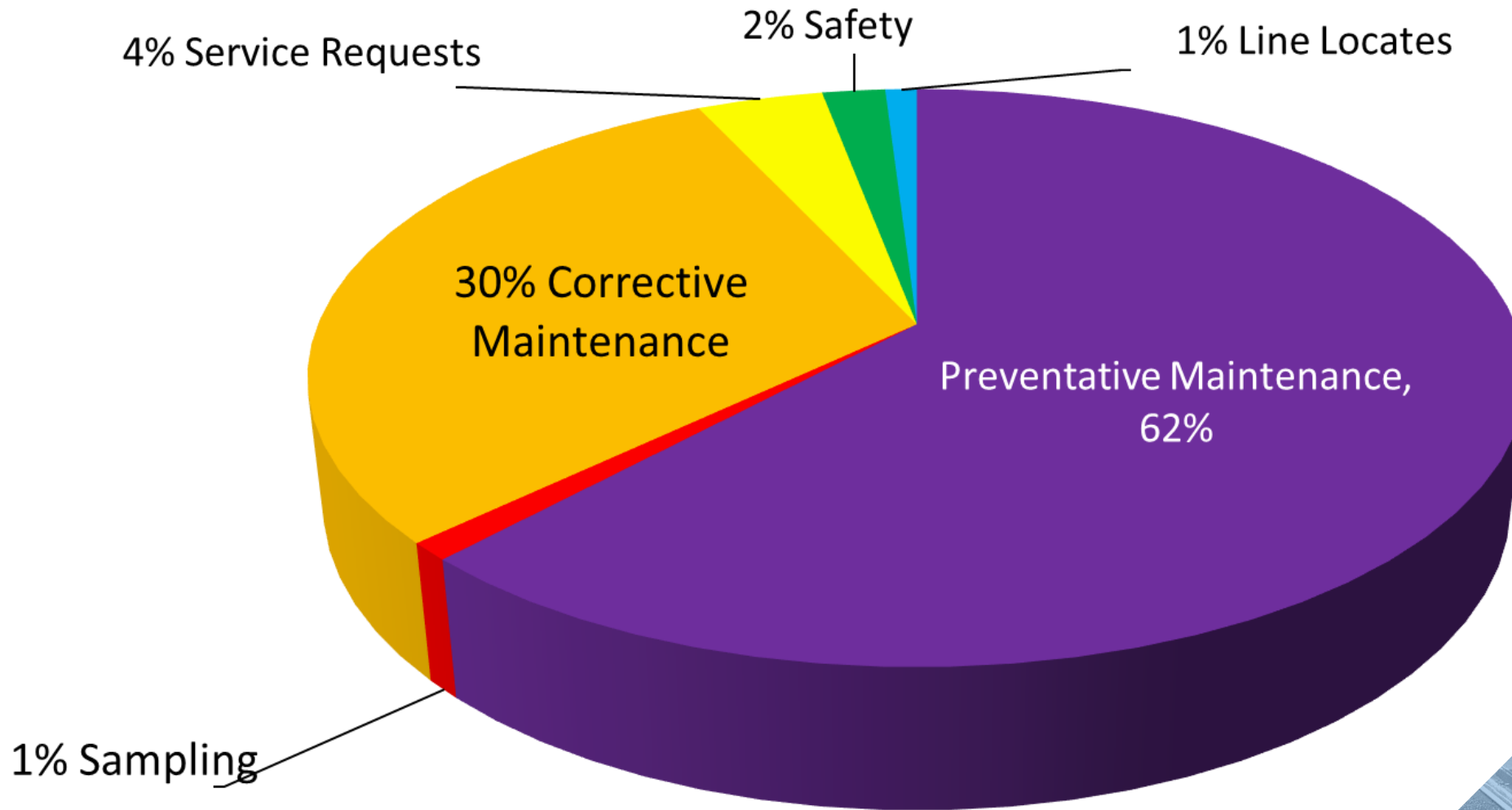
Department Summary

July-September 2021



Department Summary

April-June 2021



Safety Review



US Vaccine Requirement Update: Compliance with Federal Contractor Executive Order and OSHA ETS

Check out the new FAQs posted on JacobsConnect around this Vaccine Executive Order:

<https://jacobsconnect.jacobs.com/docs/DOC-309039>.

On Sept. 9, 2021, President Joe Biden issued Executive Order 14042 establishing new COVID-19 safety protocols for contractors working on or supporting federal projects. The President also directed the Occupational Safety and Health Administration (OSHA) to issue an emergency temporary standard (ETS) requiring all private employers with 100 or more workers to mandate COVID-19 vaccination or weekly testing for all employees. Jacobs is taking proactive steps to implement the anticipated requirements by the deadlines outlined in the Executive Order.

US P&PS and Corporate Function Employees:

Visit your Vaccination Certification Portal and provide your status by **November 1, 2021**

[Corporate Functions & P&PS Vaccination Certification Portal](#)

If you have already provided your vaccination status and do not need to update your information, no action is needed.

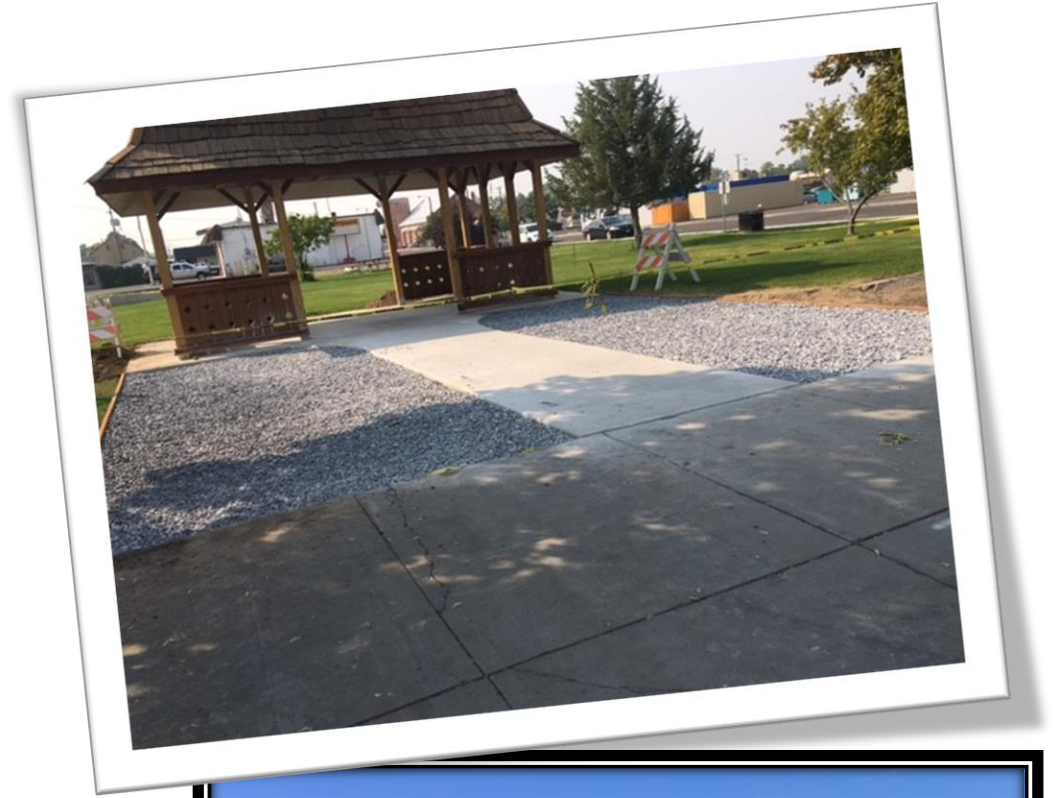
Project Safety Champion: Dustin Mosher

Development Review & Special Projects

- Opening of SE Goodfellow St. and Ribbon Cutting Conducted.
- Relocation of Gazebo at Moore Park.
- *Safe Routes to School* sidewalk grant at 50% Design Stage.

City Engineer: *Paul Woods*

Senior Engineer Technician: *Al Haun*



Water Treatment Plant



Water Supervision: Casey Mordhorst and Robert Crites

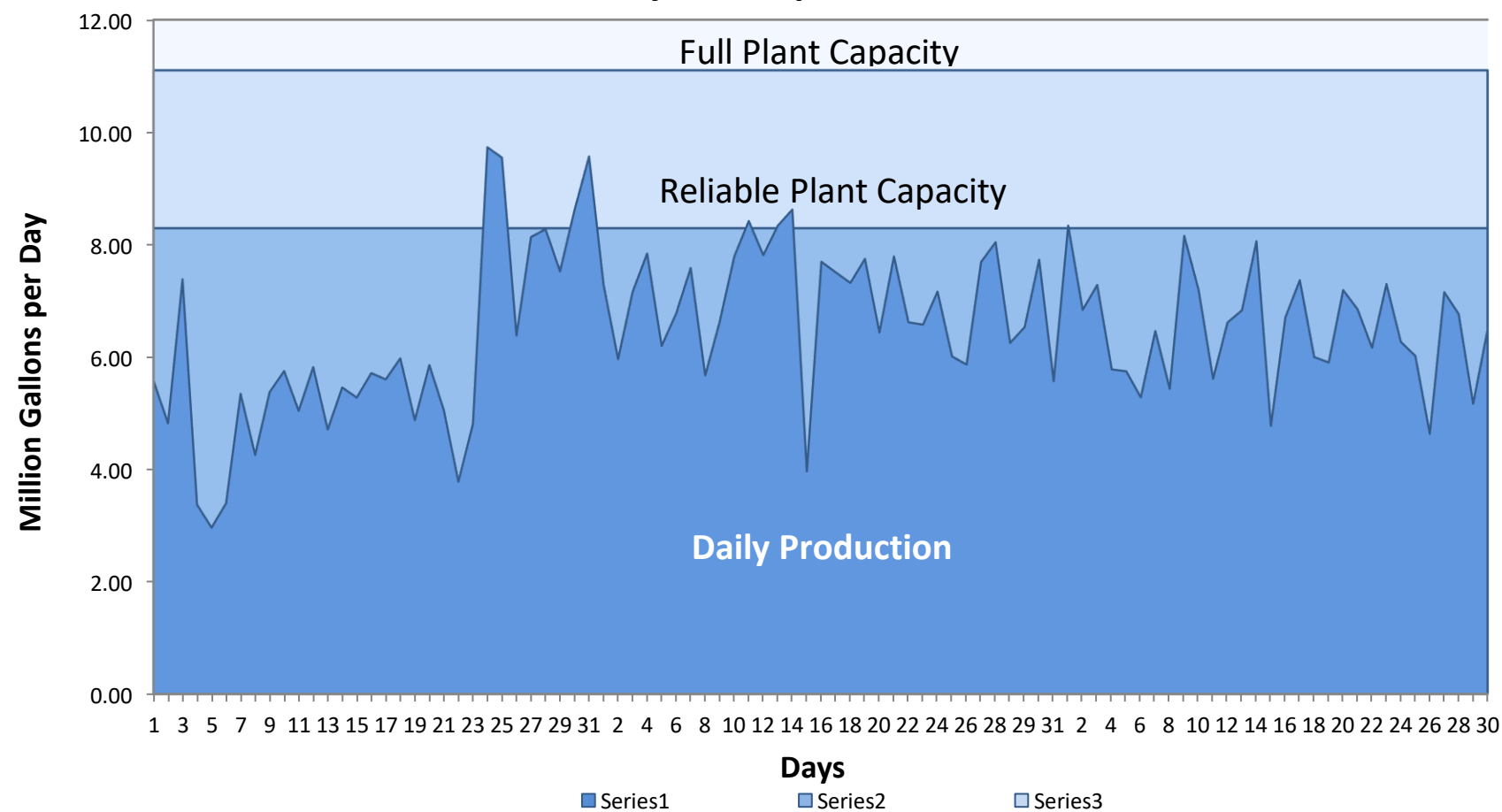


Water Treatment Plant Summary



- Production vs. Capacity

Demand vs. Availability
July 01 - Sept 30 , 2021

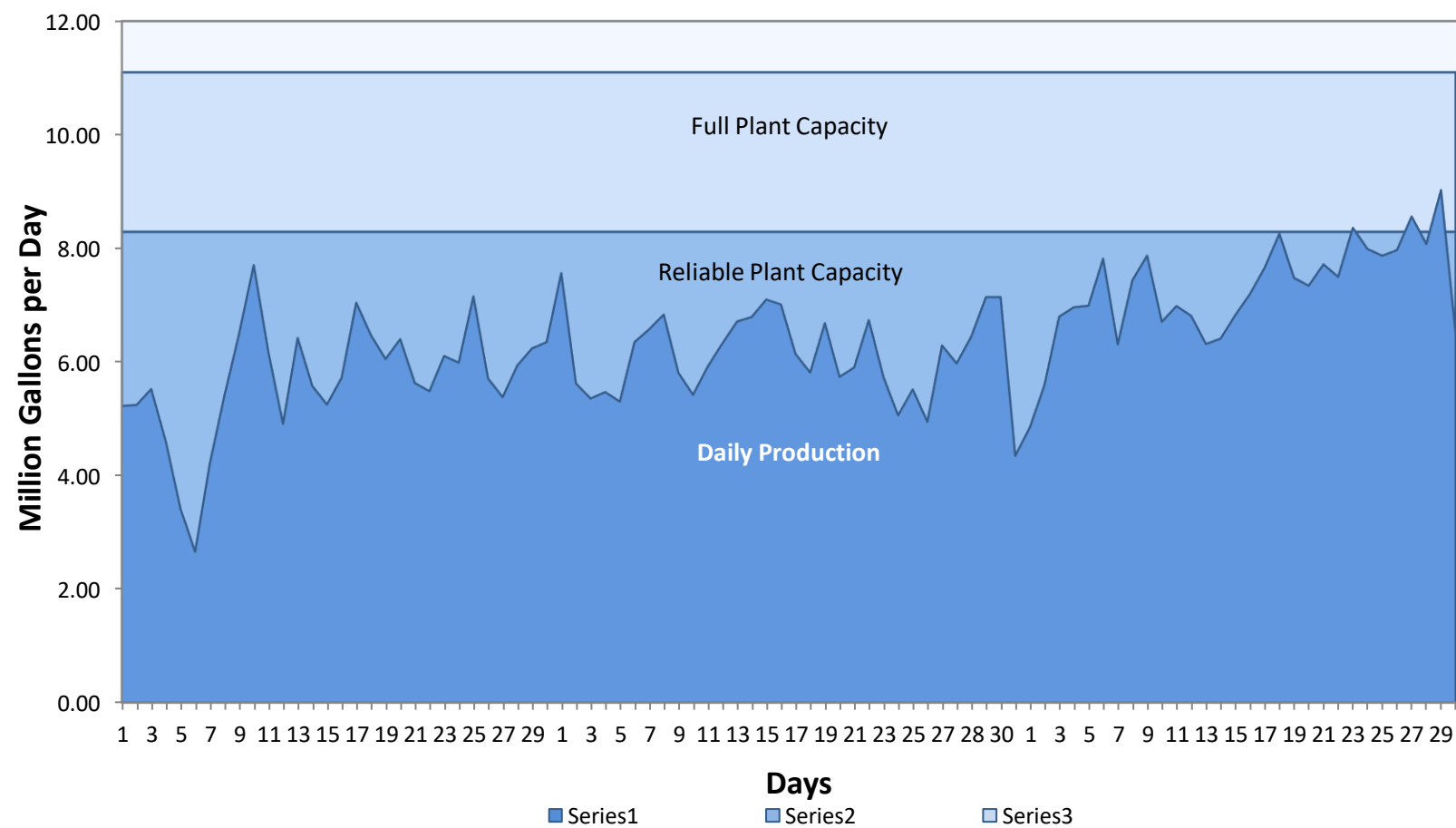


Water Treatment Plant Summary



- Production vs. Capacity

Demand vs. Availability
Apr 01 - June 31 , 2021



Quarterly Accomplishments Water Utilities



- Quarterly Disinfection by Product (DBP) samples taken
- WesTech filters evaluated for performance and condition of media
- Crews continue to work with the Ontario Police Dept to maintain minimum trespassing onto well field
- 12” Valve replaced on SW 5th Ave



Wastewater Treatment Plant Summary



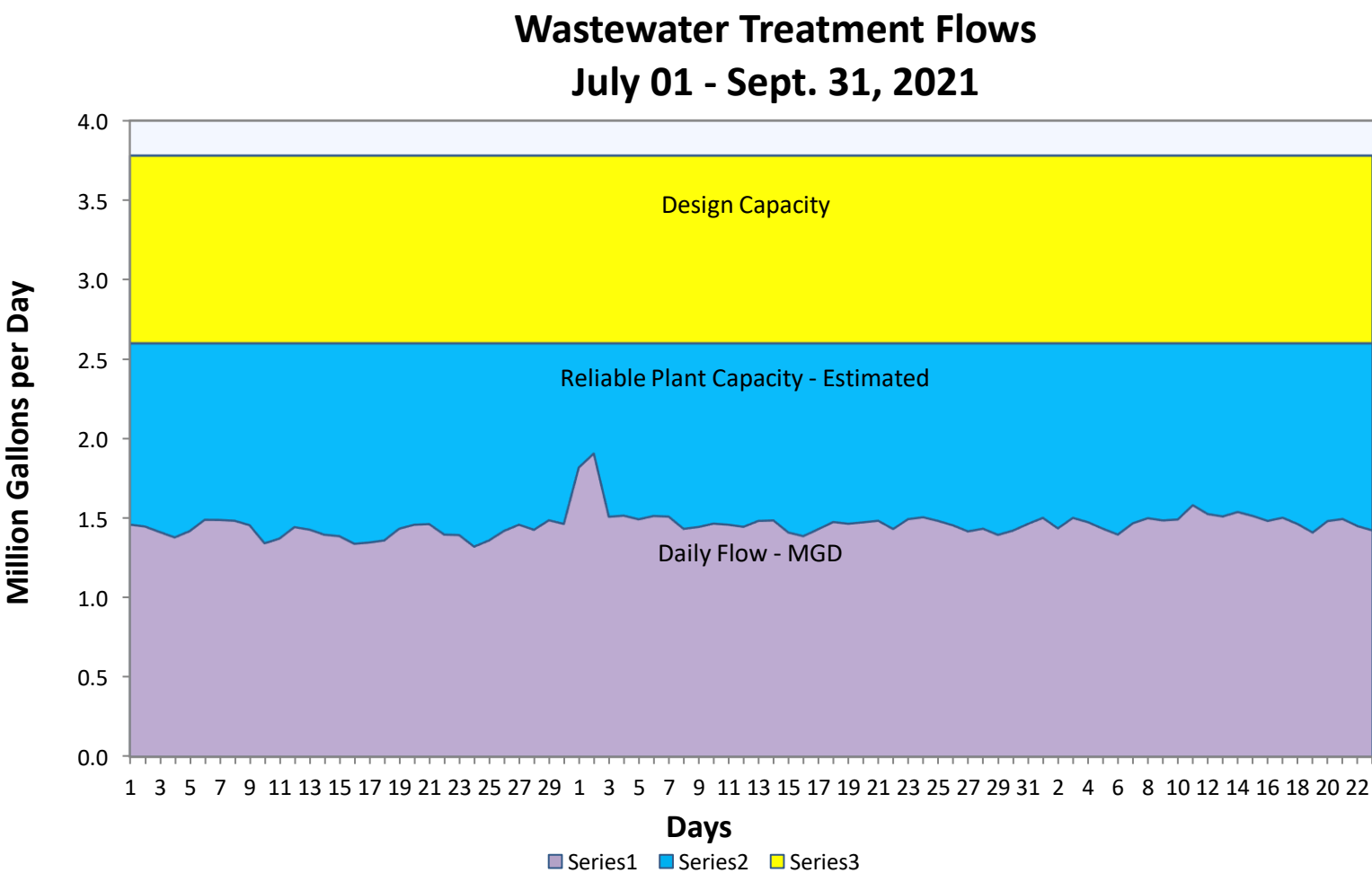
Wastewater Supervisor: *Robert Crites*



Wastewater Treatment Plant Summary



- Wastewater Treatment Flows



Quarterly Accomplishments Wastewater Treatment & Sewer Collection



- Pivot and Lagoon road maintenance
- New soft start installed on Skyline Reservoir pump
- Installed new gate at Skyline Reservoir property for safe entry to conduct winterization efforts



Building, Parks & Cemeteries



ONTARIO
OREGON



Facilities Supervisor: *Jay Hysell*



(Western Treasure Valley Rotary
Club Special Projects)



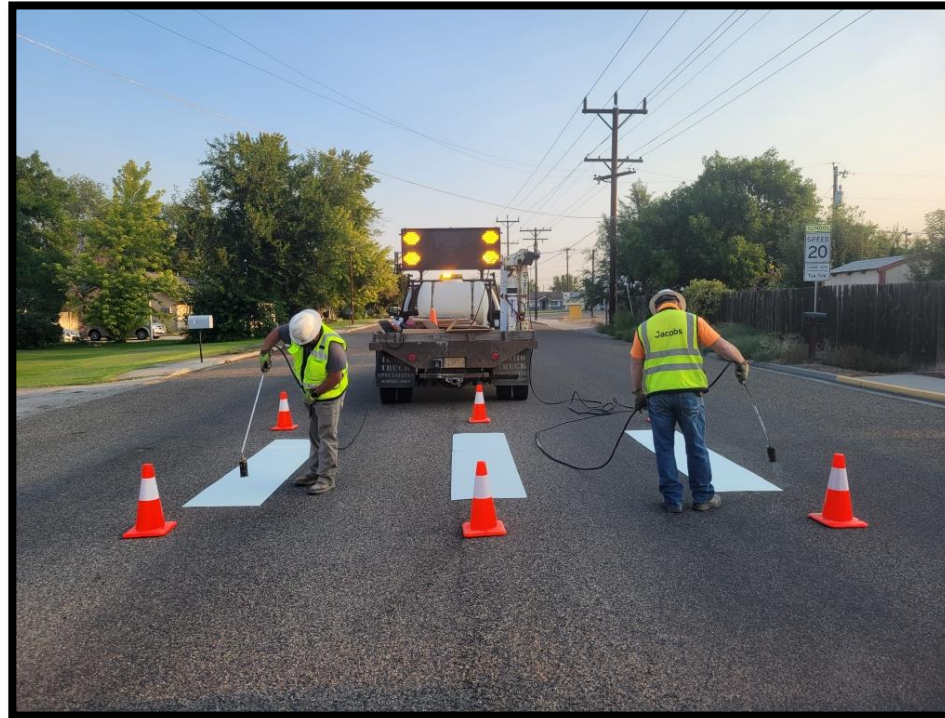
Quarterly Accomplishments Buildings, Parks & Cemeteries



- Window AC unit in City Hall #2 Apartment Complex replaced.
- Outside lights at Laxson and Beck Park repaired.
- Completed Beck Park Tennis Court Rehabilitation Project and Ribbon-Cutting Ceremony.



Field Services: Streets & Collection/Distribution



Operations Manager: *Casey Mordhorst*
Streets Supervisor: *Rob Presley*



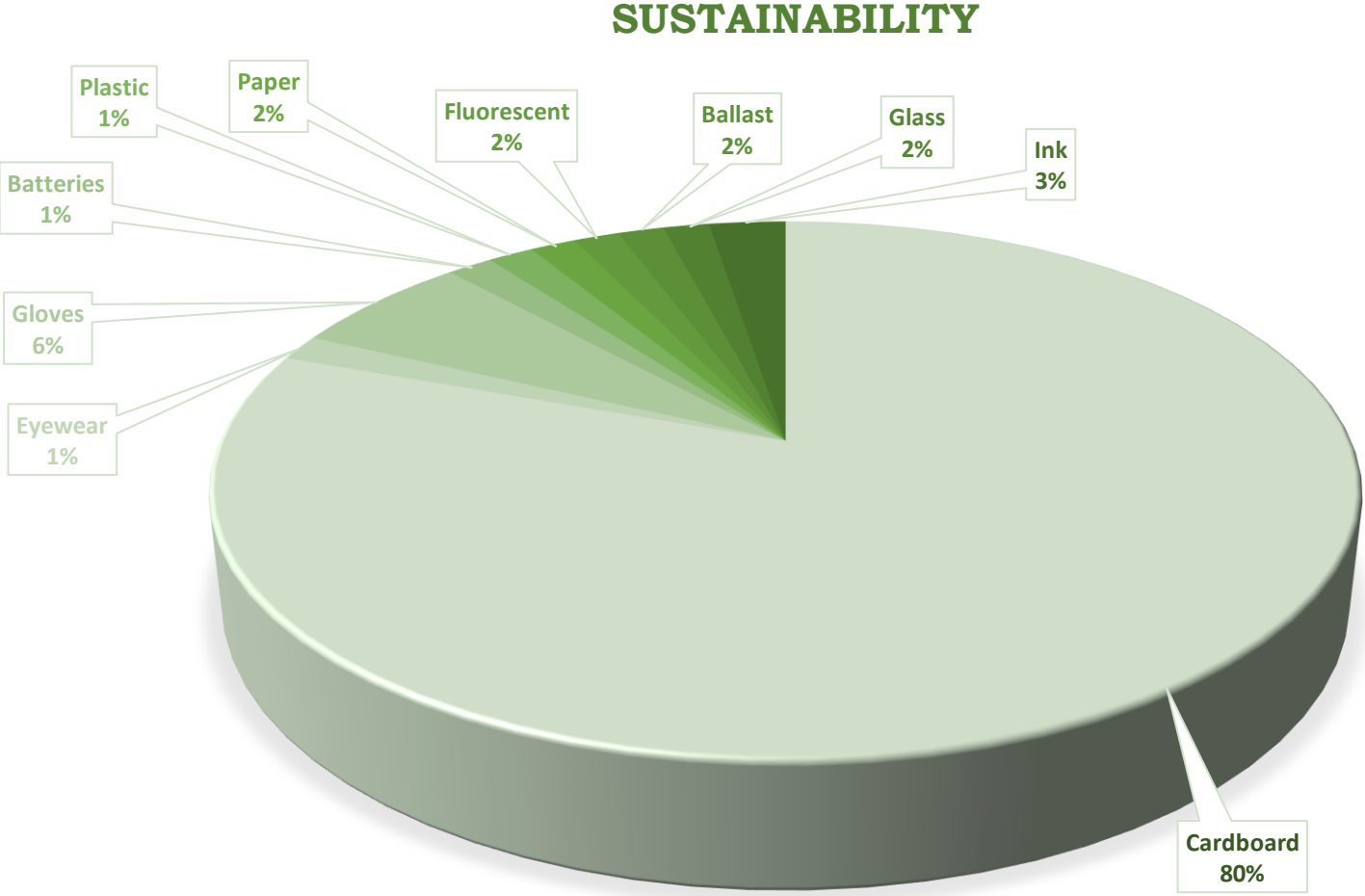
Quarterly Accomplishments Field Services



- City wide Curb Painting, Cross walk painting & Thermo plastic.
- Completed 2021 Chip, Fog Seal Project
- Annual School zones Traffic Control Completed updated
- 12” Valve replaced on SW 5th Ave



Sustainability Review



Champion Tools



OMFS Sustainability

Project Sustainability Champion: *Alicia Cardozo*

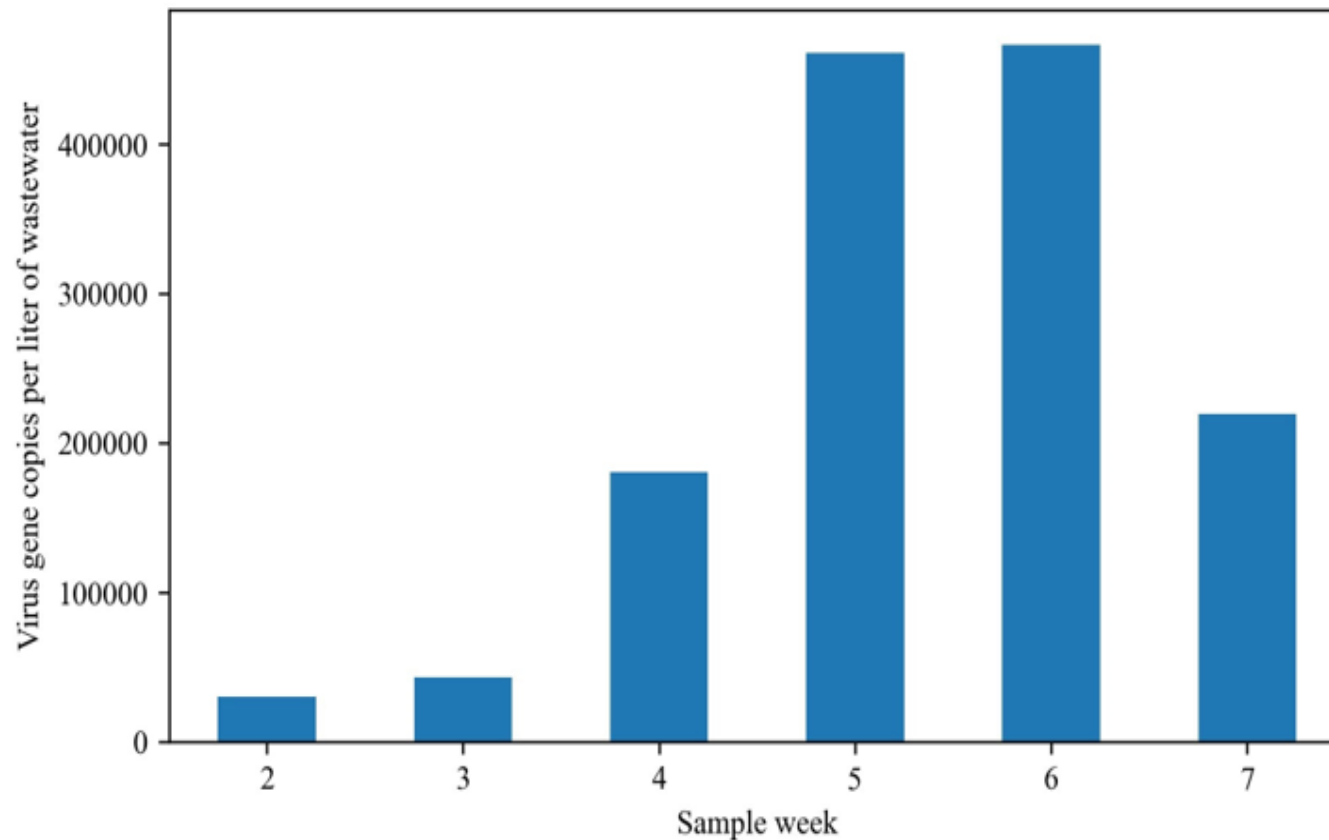


SARS-CoV-2 Wastewater Report
Oct 27, 2021

Ontario City Inf
Ontario, OR

Sample Collection Date:
Oct 11, 2021
(Week 7)

Detected - 219,300
virus gene copies per liter of
wastewater



Non-detected values do not mean the virus is not present in the sample, only that the virus was below the detection limit of 5 virus gene copies/mL. Any questions, email emdriever@asu.edu.



Public Works Quarterly Presentation July-September 2021

Public Works Director: Al Cablay
Office Manager: Suzanne Mulvany
Office Specialist: Alicia Cardozo





CITY OF ONTARIO

CITY OF ONTARIO CIVIC DESIGN PLAZA

Statement of Qualifications

November 18, 2021

GGLO

SEATTLE | LOS ANGELES | BOISE

Firm Profile

Founded in 1986, GGLO is a 120+ person firm of architecture, landscape architecture, interior design, and urban design professionals with offices in Boise, Los Angeles, and Seattle. GGLO focuses on mixed use projects with a combination of housing (market-rate, affordable, active adult senior, and student), retail, hospitality, and office environments. Our deep experience in multifamily mixed-use design is married to our commitment to environmental sustainability, our sensitivity to context, and our ability to design in extraordinary ways even in ordinary circumstances. We bring innovative ideas and new approaches to solving design problems.

Over our 35-year history, we have become a leader in creating holistic, mixed use properties domestically and internationally. We look at projects from the inside out and from the outside in, incorporating disciplines, uses, and stakeholders to achieve design solutions. These solutions shape our contemporary culture and make places in which people can fully experience community, well-being, and beauty. We are known for our ability to thoughtfully orchestrate transitional spaces among various uses in ways that make spaces feel good as you move through them. Our approach has garnered compliments from end users, led to successful projects for our clients, and helped to foster communities wherever our projects are located.

Landscape Architecture

We believe in the design of authentic, beautiful landscapes within our cities. We design urban spaces that bring people together, and connect them to the primal beauty and restorative qualities of nature. This intrinsic connection brings joy to people, builds empathy for nature, and fosters environmental stewardship. Our responsive landscapes distill the contextual, social, and experiential essence of places for the people that inhabit them. Through iterative manipulation and intense layering, we seek to amplify inherent stories, culture, and beauty to create highly crafted landscapes.



624 Yale — Seattle, WA



Indian Creek Plaza | CALDWELL, ID

- Client:**
City of Caldwell
- Statistics:**
1.77 acres
Master planning completed 2017
- Services:**
Landscape Architecture
- Awards:**
- ✓ ENR, Mountain States Best Projects, Award of Merit for Landscape/ Urban Development
 - ✓ Urban Development 2019 Idaho Top Projects Finalist

As a catalyst for revitalization of Downtown Caldwell, the plaza is all about people. The design of the plaza is organized around the guiding theme of Palimpsest, layering the past with the future. Site features highlight the rich architectural and agricultural history of the area. Designed for year round programed and unprogrammed activity, Indian Creek Plaza showcases an ice ribbon/rink, performance stage, interactive water features, fire pits, venue for the Farmer's Markets, pedestrian focused streets, dedicated retail alley and heated cabanas for year-round outdoor dining and lounging.



Cherie Buckner-Webb Park | BOISE, ID

- Client:**
Capitol City Development (CCDC)
- Statistics:**
30,000 sf
- Services:**
Landscape Architecture

Westside Downtown Boise is an evolving neighborhood that lacks adequate public space amenities for the growing population of residents and businesses. The Cherie Buckner-Webb Park will provide a place for people to connect with the outdoors on a daily basis, serve as a hub for community events, and enhance the urban lifestyle of downtown employees, residents, shoppers and visitors.

The park site is surrounded by surface parking lots that detract from downtown's vibrancy, walkability and economic vitality. Making this public investment will catalyze private investment in housing, dining, office, and neighborhood services next to and near the public park.

Situated along a bicycle corridor to and from downtown, the park will provide amenities that enhance the downtown pedestrian and cycling experience with streetscape improvements and key features including: a large, tree-lined green space, public art, shaded seating, new streetscapes along all three street frontages, pedestrian alley with limited auto access, public restrooms, and places to store bikes.



Boise City Hall Plaza | BOISE, ID

Client:
City of Boise

Statistics:
1 acre

Services:
Landscape Architecture
Urban Design

The city of Boise has undergone rapid transformation over the past several years through an ambitious initiative to become the “most livable city in the country.” When it became clear that the existing city hall and plaza did not align with the overall goals for the city’s development, the city partnered with GGLO to design a solution that signals a vibrant, livable future for Boise.

The design team combined the feedback about hopes for the vision of the new Civic Square with their own expertise and created a concept plan for a communal space that demonstrates a commitment to sustainability and promotes healthy living through active design.

An elevated event plaza, broad sitting steps, and an artfully designed civic lawn promote community gathering and daily use. An interactive water feature, integrated lighting, and natural landscaping create a welcoming and beautiful space that encourages use and supports physical distancing when needed. A series of metal sculptures cast shadows on the surroundings that resemble sunlight dancing through the filter of tree leaves.

The new Civic Square welcomes visitors into Boise City Hall and provides an artful and accessible space that supports both transit and gathering.



Burien Town Square Park | BURIEN, WA

Client:
Urban Partners

Statistics:
7 acre site
97,853 sf open space
Master plan completed in 2008
Plaza completed in 2009

Services:
Landscape Architecture

GGLO led the design and implementation of Burien Town Square, which includes a large open space, pedestrian-friendly street network, city hall and library, and mixed-use residential with street-level retail. The Park is the result of a community-driven planning and visioning process to define a space reflective of the values, history, and future of Burien. The Park is designed to connect residents of diverse ages, cultures, and interests through a common space. Primary features of the Park include civic plaza with stage, open lawn amphitheater, interactive water features, demonstration gardens, and integrated art.

The Town Square has transformed Burien into a thriving, vibrant and active gathering place for families and visitors. Year round events include the Farmer’s Market, B-Town Beat Music and Art Walk, and Burien After Hours.



Education
Washington State University
Bachelor of Landscape Architecture

University of Macerata, Macerata, Italy
Study Abroad Program for Landscape Architecture

Registration
Registered Landscape Architect in
Idaho; Washington; Oregon; Montana

LEED AP BD + C

Council of Landscape Architectural Registration
Boards, CLARB

Living Future Accredited, LFA

Professional Affiliations
American Society of Landscape Architects,
ASLA

Cascadia Green Building Council

Civic Involvement
Friends of Seattle Olmsted Parks (FOSP), Board
Member

Mark Sindell PLA, ASLA, LEED AP BD + C, CLARB, LFA
MEMBER, PRINCIPAL

Mark’s empathy for nature and past studies in Europe inspire his passion for landscape architecture as well as his focus on sustainable design. The village greens, town squares, and community gardens he and his Landscape Architecture team design contribute to walkable, sustainable, mixed-use neighborhoods that spark connection and express beauty. A landscape architect with his hands in a variety of project types, Mark splits time between GGLO’s Boise and Seattle offices.

Relevant Experience

- Indian Creek Plaza**
Caldwell, ID
- Cherie Buckner-Webb Park**
Boise, ID
- Boise City Hall Plaza**
Boise, ID
- Burien Town Square Master Plan**
Burien, WA
- Burien Town Square Park**
Burien, WA
- Creekside Redevelopment**
Caldwell, ID
- Ann Morrison Park Master Plan**
Boise, ID
- Old Boise Master Plan**
Boise, ID
- River Shore Development Master Plan**
Boise, ID
- Rhodes Park**
Boise, ID
- Old Boise Master Plan**
Boise, ID
- Atlas Mill Development Master Plan**
Coeur d’Alene, ID
- The Heights District Master Plan**
Vancouver, WA
- Rhodes Park**
Boise, ID
- Ann Morrison Park Master Plan**
Boise, ID



Education
University of Washington
Master of Landscape Architecture

State University of New York at Buffalo
Bachelor of Science in Biology & Anthropology

Registration
Professional Landscape Architect in
Washington

LEED AP BD + C

Professional Affiliations
American Society of Landscape Architects,
ASLA

Seattle Design Review Board Chair:
2014 – 2018

Christine Harrington PLA, ASLA, LEED AP BD + C
SENIOR ASSOCIATE, LANDSCAPE ARCHITECT

It was apparent from a young age that Jane had a penchant for both the artistic and Christine has over 12 years of experience designing parks, civic spaces, educational campuses, and public art. She particularly enjoys cultivating collaborative relationships with clients and design team members in pursuit of an inspired project that fully realizes design intentions within the established budget. Christine brings extensive experience in the public design process, working with multi-cultural and multi-generational groups to build consensus around design ideas and leveraging technology in new ways to enhance public outreach.

Christine’s management experience combined with her education in biology/ anthropology provides her the tools to champion sustainable and creative ideas which is evident in her built projects. Her experience in public art, through design and construction, has built her working knowledge of transforming common materials into inspirational spaces.

Relevant Experience

- Indian Creek Plaza**
Caldwell, ID
- Cherie Buckner-Webb Park**
Boise, ID
- Boise City Hall Plaza**
Boise, ID
- Rhodes Park**
Boise, ID
- Linen Blocks on Grove Street**
Boise, ID
- Ann Morrison Park Master Plan**
Boise, ID
- Spaulding Ranch Master Plan**
Boise, ID

GGLO

SEATTLE

1301 First Avenue, Suite 301
Seattle, WA 98101

206.467.5828

LOS ANGELES

4553 Glencoe Avenue, Suite 390
Marina Del Rey, CA 90292

310.751.6688

BOISE

1199 Shoreline Lane, Suite 290
Boise, ID 83702

208.953.7227

gglo.com





Option C:
Park, Service Station, + Street Segment
~53,000 sf

Option A:
Existing Park Space
~18,000 sf

Option B:
Park + Service Station
~35,000 sf





Cherie Buckner-Webb Park (Boise)
~32,000 sf

Cherie Buckner-Webb Park
Program Elements:

- Signature Public Art Sculpture
- Informal Stage Platform
- Event Lawn
- Fixed Meeting Tables
- Moveable Bistro Tables
- Portland Loo (Public Restroom)
- Specialty Lighting
- Specialty Pavement
- Buffer Plantings
- Shade Trees

\$4.3M (grand opening July 2021)





Indian Creek Plaza (Caldwell)
~68,000 sf

Indian Creek Plaza
Program Elements:

- Full Concert Stage
- Interactive Water Feature
- Ice Ribbon
- Fire Pits
- Festival Street
- Food Truck Hook Ups
- Shade (Trees, Umbrellas)
- Specialty Pavement
- Event Lighting + Audio/Vsual
- Permanent and Movable Site Furniture

\$7.4M (grand opening July 2018)

November 17, 2021

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

Re: Moore Park Concept Design

Dear Mr. Brown:

GGLO is pleased to present the following proposal to provide professional landscape architecture services for Moore Park

I. Project Description

Work is based on incorporating Trademark's work to date into a concept plan for Moore Park. Work under this scope will be complete with a presentation of the final concept package materials to the City of Ontario.

II. Scope of Basic Services

The following scope presents services by phases of design and documentation. With a description of each phase are listed deliverables for that phase. Written approval for each phase by the Owner will serve as the starting point for the next phase of work.

A. Concept Plan Refinement

Tasks include:

- Attend (1) Project Kickoff meeting (Zoom Meeting)
- Review work to date by Trademark.
- Conduct a programming analysis
- Conduct a Visioning/Placemaking analysis with Trademark
- Integration of Art Elements as proposed by Trademark
- Develop Concept Landscape Design Package (general program and vision, materiality, infrastructure considerations)
- Develop Illustrative Rendered Plan
- Provide (2) Perspective Renderings
- Present Draft Concept Plan to Stakeholder Group (Zoom Meeting)
- Refine Concept Plan based on Stakeholder and Public Feedback
- Develop final Concept Package for City of Ontario's use in budgeting and planning.

- In-house quality review
- Project management and administration

Deliverables

- Project Narrative
- Revised Illustrative Concept Plan
- (2) Perspective Renderings
- Opinion of Probable Costs

B. Public Involvement Plan

Tasks include:

- Site walk with Stakeholder Group
- Visioning & Programming Presentation to Stakeholder + Business/Property Owners (Zoom Meeting)
- Public Open House: Presentation of Draft Concept Design (Zoom or In-Person Meeting)
- City Council Presentation of Final Concept Package (Zoom or In-Person Meeting)

C. Opinion of Probable Costs

Tasks include:

- Pre-design ROM (rough order of magnitude) for Base Improvements:
 - Infrastructure Improvements
 - Landscape Elements (Hardscape/Softscape)
 - Site Lighting
 - Site Furnishings
- Pre-design ROM for Identified Feature Elements: (Possible elements listed below to be refined through Concept Design Refinement)
 - Public Art
 - Firepits
 - Water Feature
 - Performance Area/Stage
 - Event Infrastructure (lighting, food truck hook ups, event tents)
 - Others as identified in programming analysis

III. Owner Responsibilities

It is our understanding that the Client / Owner will provide full information, including a survey, setting forth design objectives, constraints and criteria.

IV. Schedule

Work for this phase to be completed by **February 4, 2022**

V. Compensation

Basic Services outlined above, compensation shall be:

Task	Fee	Terms
Task 280 Concept Design		
Concept Plan	\$32,000	Fixed Fee
Public Involvement	\$3,000	Fixed Fee
Opinion of Probable Cost	\$5,000	Fixed Fee
Subtotal	\$40,000	
Reimbursable Expenses		
0020/ out-of-pocket expenses (2) Trips to Ontario x 2 people (\$600 ea) (2) Renderings (\$2,000 ea)	\$6,400	Estimated
Total	\$46,400	

Additional Services, when requested, will be billed on an hourly basis at our standard hourly rates, as listed in the attached Terms of Agreement for Design Services, or as agreed to prior to commencement of the Additional Services.

VI. Terms of Agreement

The enclosed Terms of Agreement for Design Services is, by reference, included as a part of this Proposal.

VII. Summary

We hope this proposal meets your expectations and are very excited to be considered as part your development team. We look forward to the total project success of Moore Park and working with you to achieve that goal.

This proposal shall be valid for thirty days.

Sincerely,

GGLO,



Mark Sindell, ASLA, LEED AP BD+C, LFA
Principal

Attachments:

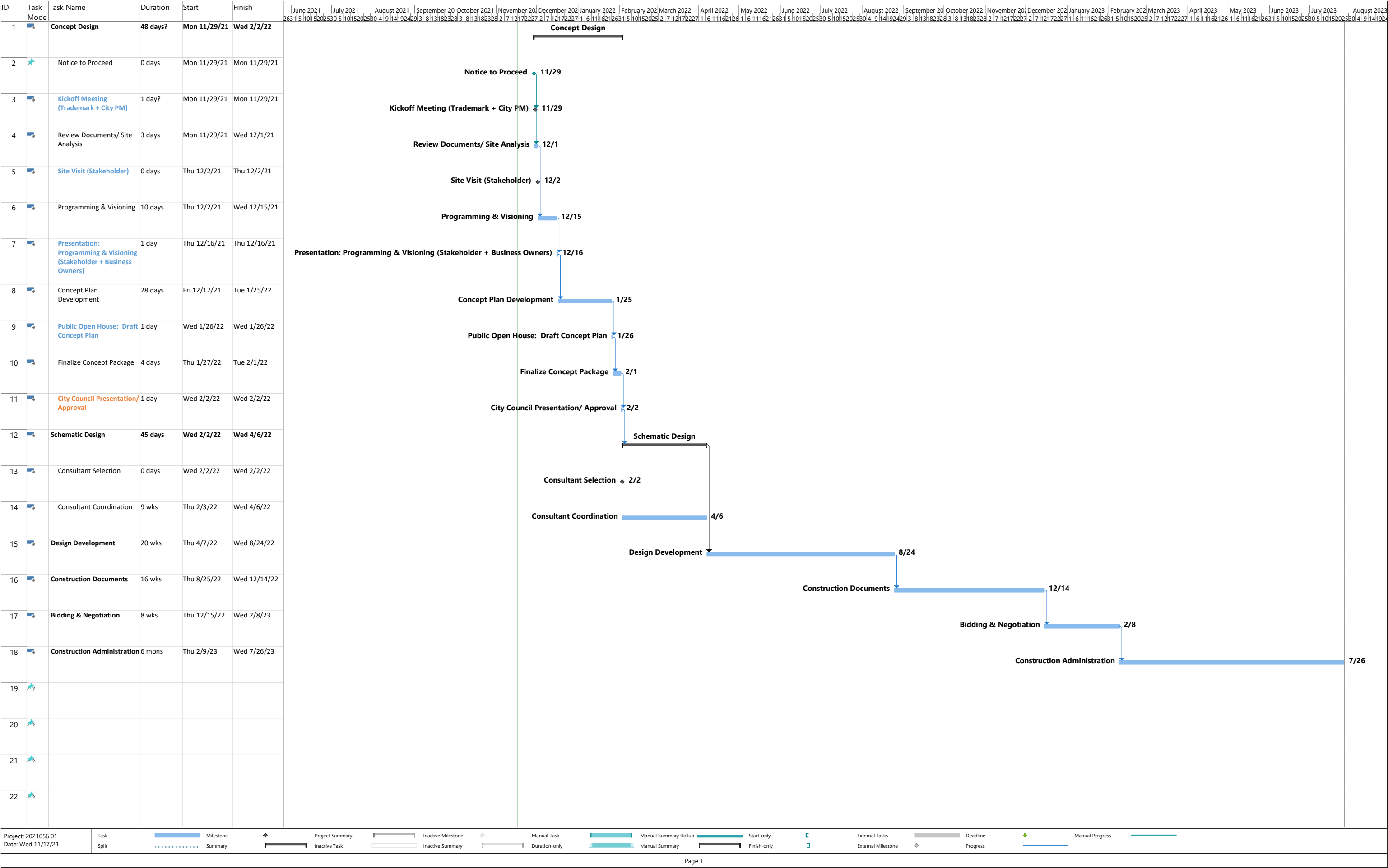
Approved for City of Ontario by:

Signature

Date

Adam Brown

City Manager



Terms of Agreement

Date of Agreement: November 17, 2021
Project: COONT: Moore Park
Project No.: 2021079.01

I. COMPENSATION

Compensation for Professional Services is billed on an hourly basis or as a percentage of project completion. Compensation for Supplemental Services shall be billed on an hourly basis according to the billing rate schedule below, or as agreed to prior to the commencement of the services.

II. 2021 HOURLY BILLING RATES

Principal II	\$255
Senior Landscape Architect III	\$180
Senior Landscape Architect II	\$170
Senior Landscape Architect I	\$160
Landscape Architect II	\$150
Landscape Architect I	\$135
Landscape Designer II	\$125
Landscape Designer I	\$115

The rates and multiples set forth above may be adjusted as required by GGLO compensation practices.

III. SUBCONSULTANTS

The costs of subconsultants for engineering, model construction, artist's renderings, etc., when required and authorized by the Owner, shall be billed at a multiple of one and one-tenth (1.10) times the expense incurred by GGLO.

IV. REIMBURSABLE EXPENSES

Reimbursable expenses are charged in addition to compensation for Professional Services and include printing and reproduction; postage, delivery charges; transportation, air travel, parking; and automobile use. Unless agreed otherwise, reimbursable expenses shall be billed at a multiple of one and one-tenth (1.10) times the expenses incurred by GGLO.

V. INVOICING AND PAYMENTS

Invoices shall be submitted monthly for services and reimbursable expenses incurred during the preceding month. Services shall be billed on an hourly basis. Payments are due and payable upon receipt of the invoice by the Owner. Failure of the Owner to notify GGLO in writing of any disputes with the amount of any monthly invoices, within thirty (30) days of receipt by the Owner, shall be considered acceptance of those invoices for payment under this agreement.

Amounts unpaid thirty (30) days after the date of the invoice shall bear interest at the rate of one and one-half percent (1-1/2%) per month, or the maximum amount allowed by law, whichever is less. In addition, GGLO may, after giving written notice to the Owner, suspend services until all amounts due

are paid in full, and the Owner shall indemnify, defend and pay any claims and expenses incurred by GGLO resulting from such work stoppage and expenses from collection of amounts past due.

VI. OTHER CONDITIONS

- 1. Limitation of Liability:** The Owner and GGLO have discussed the risks, rewards and benefits of the project and GGLO's total fee for services. The risks have been allocated such that the Owner agrees that, to the fullest extent permitted by law, GGLO's total liability to the Owner for any and all injuries, claims, losses, expenses, damages or claims expenses arising out of this agreement from any cause or causes, shall not exceed the total amount of GGLO's total fee for services rendered on this project. Such claims and causes include, but are not limited to negligence, professional errors or omissions, strict liability, or breach of contract.
- 2. Design of Alterations:** Inasmuch as the remodeling and/or rehabilitation of an existing structure requires that certain assumptions be made regarding existing conditions, and because some of these assumptions may not be verifiable without expending additional sums of money, or destroying otherwise adequate or serviceable portions of the building, the Owner agrees that, except for negligence on the part of GGLO, the Owner will hold harmless, indemnify and defend GGLO from and against any and all claims, damages and costs arising out of assumptions made regarding existing conditions related to the professional services provided under this Agreement.
- 3. Design Without Construction Review:** The Owner understands that there may be misinterpretations of GGLO's plans and specifications during construction which may lead to errors and subsequent damage. In the event that the Owner elects to proceed with the work without GGLO providing regular and on going construction contract administration services, the Owner agrees to indemnify, hold harmless and defend GGLO against any and all claims which may arise out of the acts of a Contractor performing work not in compliance with the intent of the design documents.
- 4. Design of Studies:** Because preliminary studies require that assumptions be made regarding existing conditions and some of these assumptions may not be verifiable without expending additional resources, studies are based upon Owner-provided information and are prepared in response to specific program requirements and limitations. Studies are subject to additional site investigation, design development and regulatory review. Information provided in a study is not to be relied upon for any purpose without the express written consent of GGLO. The Owner hereby agrees to hold harmless, indemnify and defend GGLO from and against any and all claims, damages and costs arising out of professional services provided related to preliminary studies under this agreement.
- 5. Ownership of Documents:** The Owner acknowledges GGLO's construction documents as instruments of professional service. All reports, plans, specifications, field data and notes, and other documents, including all documents on electronic media, prepared by GGLO as instruments of service shall remain the property of GGLO. GGLO will provide the Owner with record electronic files of the Contract Documents, conforming to GGLO's standard specifications for software and file format. The Owner agrees, to the fullest extent permitted by law, to indemnify and hold GGLO harmless from any claim, liability or cost (including reasonable attorney's fees and defense costs) arising or allegedly arising out of any use or modification of the construction documents by the Owner or any person or entity that acquires or obtains the plans and specifications from or through the Owner without the written authorization of GGLO.
- 6. Claims Notification:** Washington State Law requires that GGLO notify clients entering into contract for the sale, construction or substantial remodel of a residence, that all potential claimants who allege construction defects against a construction professional, shall serve the construction professional with a notice of the claim 45 days before suit can be brought.

7. Termination or Suspension: If the project is suspended by the Owner for more than 30 consecutive days, GGLO shall be compensated for services performed prior to notice of such suspension. When the project is resumed, GGLO's fees for the remaining services and the time schedules shall be equitably adjusted. In the event of termination not the fault of GGLO, GGLO shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due.

8. Statute of Limitations: Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued and the applicable statutes of limitations shall commence to run no later than either the date of Substantial Completion for acts or failures to act occurring prior to Substantial Completion or the date of issuance of the final Certificate for Payment for acts or failures to act occurring after Substantial Completion. In no event shall such statutes of limitations commence to run any later than the date when GGLO's services are substantially completed.

**CITY OF ONTARIO
GENERAL COUNSEL SERVICES PROPOSAL**

Submitted by:

BRYANT, LOVLIE & JARVIS, P.C.

591 SW Mill View Way

Bend, Oregon 97702

Telephone: (541) 382-4331

Facsimile: (541) 389-3386

E-mail: green@bljlawyers.com

Website: www.bljlawyers.com



Bryant, Lovlien & Jarvis, P.C.

I. General Law Firm Overview.

A. Name and Location. The name of the law firm submitting this proposal is Bryant, Lovlien & Jarvis, P.C. ("BLJ"), an Oregon professional corporation. BLJ's law offices are located at 591 SW Mill View Way, Bend, Oregon 97702.

B. Length of Employment. BLJ has served the Central and Eastern Oregon communities with dedication and commitment for over 100 years. The legacy of concerned, professional legal counsel that began in 1915 with founder Jay H. Upton continues today as we represent our private and public sector clients on a broad range of legal matters and participate in our community through public service and leadership.

C. Specialization. BLJ attorneys specialize in public law and governance (including public finance and franchising), business law, employment law, contract law (including public purchasing), construction law, school law, real estate law (including property acquisitions and real estate transactions), land use and development, water law, taxation, estate planning, and commercial litigation.

D. Attorneys.

1. Jeremy M. Green. Jeremy Green is a shareholder with BLJ. Jeremy joined BLJ in 2004. His primary areas of practice include public law, business law, real estate law, contract law, construction law, employment law, and real property taxation. Jeremy is the primary attorney (i.e., city attorney or county counsel) for all our municipal and county clients. Jeremy received his Bachelor of Science in Business Administration from Warner Pacific College and his Juris Doctorate from the University of Oregon School of Law. Jeremy graduated in the top 10% of his law school class.

Jeremy is a member of the Oregon State Bar (admitted in 2004), the American Bar Association, and the Society for Human Resource Management. He is a member of the Oregon State Bar's Real Estate & Land Use, Business Law, Government Law, and Labor & Employment Law sections. Jeremy serves on the Board of Directors for the Oregon Duck Club of Central Oregon, Bend-Redmond Habitat for Humanity, and Oregon City Attorneys Association. Jeremy is a past president of the Oregon City Attorneys Association. For four consecutive years, Jeremy was selected as an "Oregon Rising Star," a distinction that recognizes outstanding lawyers who have attained a high degree of peer recognition and professional achievement. While up to 5% of Oregon lawyers are selected as SuperLawyers, no more than 2.5% are selected as "Rising Stars."

2. Paul J. Taylor. Paul Taylor is a shareholder with BLJ. Paul joined BLJ in 2003. His primary areas of practice include real estate and business transactions, including leasing, sales and acquisitions, construction contracting, business formations, and real estate and business financing. He provides general public law advice to BLJ's public clients, with an emphasis on public contracting, real estate and construction contracting, and has worked with the City of Madras and City of La Pine, as well as the Bend Park & Recreation District, Bend-La Pine School District, and Redmond School District 2J. Paul received his Bachelor of Arts in Japanese from the University of Oregon and his Juris Doctorate from the University of Oregon School of Law.

Paul is a member of the Oregon State Bar (admitted in 1998) and the Washington State Bar Association (admitted in 1999). He is a past member of the Executive Committee of the Oregon State Bar's Business Law Section. Paul serves on the Board of Directors of Bend Park & Recreation Foundation.

3. Mark G. Reinecke. Mark Reinecke is a shareholder with BLJ. Mark joined BLJ in 1996. He is a civil litigation attorney representing clients (including public law clients) involved in business and real property disputes, collection matters, contested wills, trusts, guardianships and conservatorships, and a variety

of water issues including permitting, adjudications, legislation, and general counsel for irrigation districts. Mark has represented clients in more than half of Oregon's 36 counties as well as the Oregon Court of Appeals, the Federal District Court for Oregon, the Confederated Tribes of Warm Springs Tribal Court, and the Ninth Circuit Court of Appeals in San Francisco. Mark received his Bachelor of Science in Business Administration from John Carroll University and his Juris Doctorate from Washington and Lee University School of Law.

Mark is a member of the Oregon State Bar (admitted in 1991), the U.S. District Court, District of Oregon, and the Deschutes County Bar Association (founding member). He serves on the Steering Committee for the Deschutes Water Alliance and is an affiliate member of the Oregon Water Resources Congress. Mark is also a founding member of the J.R. Campbell American Inns of Court, a member and past president of the Bend-Mt. Bachelor Rotary Club, and past president of the Cascade Festival of Music.

4. Garrett Chrostek. Garrett focuses his practice in the areas of land use, real estate, construction, water, and local government law. He advises governmental entities, businesses, agriculturalists, developers, and contractors on real estate transactions, development, permitting, and regulatory compliance. Prior to joining BLJ in 2013, Garrett worked for the City of The Dalles. Garrett received his Bachelor of Science from Linfield College, Master of Public Policy from Oregon State University, and Juris Doctorate from Vermont Law School. Garrett is a member of the Oregon State Bar, Oregon City Attorneys Association, Oregon Farm Bureau, and Oregon Emerging Local Government Leaders.

5. Dustin Hawkins. Dustin Hawkins is an associate attorney with BLJ. Dustin joined BLJ in 2021. His primary areas of practice include municipal law, business law, and real estate law. Dustin received his Bachelor of Arts from the University of Oregon and Juris Doctorate from Lewis & Clark Law School, both with honors.

Dustin attended law school in the evenings while working full time at a successful civil litigation law firm in Portland, Oregon. After law school, he continued working for the firm as a civil litigator for five years before joining BLJ this year. Dustin is admitted to practice in Oregon state and federal courts and has worked on highly publicized cases across the country. He is a current member of the Oregon City Attorneys Association. He is also a member of the Oregon State Bar's Real Estate & Land Use, Business Law, and Government Law sections.

6. Courtney Osborn. Courtney Osborn is an associate attorney with BLJ. Courtney joined BLJ in 2021. Her primary areas of practice include municipal law, business law, and real estate law. Courtney received her Bachelor of Science from the University of Oregon with majors in Psychology and Political Science and minors in Legal Studies and Business Administration. She received a Master of Arts in Criminal Justice from Seattle University and a Juris Doctorate from Seattle University School of Law.

Courtney was admitted to the Oregon State Bar in 2021. While attending law school, Courtney worked in the criminal division for King County Prosecuting Attorney's Office and the Seattle City Attorney's Office.

7. Other Attorneys. Information concerning other BLJ attorneys is available on BLJ's website.

II. Scope of Services - Law Firm Experience and Abilities.

A. Role of the City Attorney. The primary purpose of the city attorney is to ensure that all city matters are conducted and handled in a legal and ethical manner. The city attorney's job is to serve the council and staff as a professional legal advisor, not as a politician or policy maker. As city attorney, BLJ will render prompt and timely advice to the council to ensure that the council's actions fall within the framework of the law. BLJ will advise the council on procedural and substantive legal issues, the legal implications of any proposed

course of action, and on other matters affecting the conduct of the council's business, such as public meeting and conflict of interest laws. In addition, BLJ will work with the council and staff in developing legal strategies for implementing the council's goals, identifying legal issues surrounding the council's goals, and responding to community concerns. We will assist the city with risk management and will provide effective defense of contract and tort liability claims. We will also support city staff with code enforcement actions. At least one BLJ attorney will be available to assist the city in virtually every situation.

B. Public Sector Clients. We are currently serving as the city attorney for the City of Madras (20 years), City of La Pine (13 years), City of John Day (12 years), City of Burns (12 years), City of Prairie City (11 years), City of Monument (7 years), City of Sisters (5 years), and City of Lakeview (1 year). We also provide legal services on an as-needed basis for the City of La Grande (10 years), City of Dayville (7 years), City of Redmond (7 years), and Gilliam County (2 years). In addition, we represent various special districts and public organizations, including, without limitation, Barlow Water Improvement District (1.5 years), Christmas Valley Water District (1.5 years), Crescent Water Supply and Improvement District (2 years), Bend-La Pine School District (30 years), Bend Park & Recreation District (18 years), Madras Aquatic Center Recreation District (6 years), Redmond School District 2J (24 years), Tumalo Irrigation District (20 years), Arnold Irrigation District (80+ years), La Pine Rural Fire Protection District (18 years), and Monument Soil & Water Conservation District (7 years).

C. Private Sector Clients. BLJ represents a broad range of private sector clients, including investors, lenders, financial institutions, developers, landlords, homeowner associations, privately-held companies, insurance carriers, health care providers, brokers, auto dealerships, contractors, subcontractors, title companies, and others.

D. Experience with Public Law Issues. In our capacity as counsel for our municipal, county, and other public sector clients, we provide specialized legal services concerning, among other things, police matters, franchise agreements, professional service agreements, public utilities, transportation improvements, regulation of public rights-of-way, employment law, deferred compensation, taxation, urban renewal projects, land acquisition and development, land use regulation, public bidding and contracts, waste disposal, litigation defense, and legislative issues. We also handle litigation matters, including condemnation cases and matters concerning construction contracts, land use, and appellate proceedings. In addition, we draft and render advice concerning statutes, ordinances, and regulations. Below is a brief description of our areas of specialization.

1. Land Use and Development. We assist our municipal and county clients with drafting and implementing land use plans and ordinances. We also advise our municipal and county clients with code violations, land use hearings, appeals at the local level, the Land Use Board of Appeals, and through the appellate system.

2. Property Acquisition and Real Estate Transactions. We advise our public clients as it relates to the acquisition and/or sale of real and personal property.

3. Contracts and Public Purchasing. We have extensive knowledge of Oregon's public contracting statutes and administrative rules, and provide advice concerning the same. As part of that advice, we drafted and implemented public contracting policies for 10 public entities and updated them based on substantial changes to the public contracting rules in Oregon. We have extensive experience regarding RFP procedures, bid procedures, and personal services contracts. In addition to the competitive bidding requirements, we have experience in drafting a variety of contracts not required to be publicly bid. We have drafted contracts for property acquisition, sales, leasing, professional services, and a variety of intergovernmental agreements with other public agencies.

4. Employment Law. We frequently advise our public clients on personnel and employment law matters, including drafting employment policies, employment contracts, and advising on employee discipline and terminations. We also assist our public clients with collective bargaining matters.

5. Litigation and Administrative Law. Our litigation attorneys represent our public clients through all phases of litigation and other dispute resolution processes, including administrative hearings.

6. Public Finance and Infrastructure Financing. We assist our public clients as it relates to budget processes, bond issuance, taxation, obtaining funds through state and federal programs, and bank financing.

7. Franchising. We frequently negotiate and draft franchise agreements on behalf of our municipal and county clients. This includes franchise agreements relating to, among other things, telecommunications services, utilities, broadband and cable services, and solid waste.

8. Governance. We frequently draft ordinances and resolutions, advise public officials concerning public meetings and executive sessions, assist public officials in responding to public records requests, and negotiate and draft agreements of all types on behalf of our public clients.

E. Accessibility, Responsiveness, and Timeliness. We are committed to providing immediate availability and accessibility. Jeremy Green will be primarily responsible for responding to all general city issues. If Mr. Green is unavailable, Dustin Hawkins will provide necessary assistance and advice. Depending on the particular issue, Mr. Green or Mr. Hawkins may ask that certain issues be handled by an attorney with expertise in the applicable area of law.

We will strive to provide immediate access to our attorneys and staff to meet the city's needs. If the matter is urgent, we will strive to provide an attorney to answer a telephone question immediately. If urgent advice is needed during non-business hours, a contact number will be provided. If the matter is not urgent, Mr. Green or Mr. Hawkins will strive to return phone calls, email, and voicemail not later than the end of the day. Any response to requests for advice which requires research and/or drafting will be given as high a priority as necessary. BLJ attorneys and administrative assistants will strive to meet every City deadline.

All the attorneys named in this proposal have experience attending meetings for our public clients and can be called upon to discuss matters within their respective areas of specialization before the council and staff. If given sufficient advance notice, Mr. Green or Mr. Hawkins will attend scheduled council meetings or will participate via conference call. We will make every effort to attend unscheduled, urgent meetings.

III. Compensation.

Our legal services will be provided at an hourly rate of \$250.00 per hour. The proposed hourly rate is consistent with the hourly rate we charge many of our public clients and represents a fraction of the fees charged to most BLJ clients (standard fees range from approximately \$250.00 to \$450.00 per hour). We will charge the above-mentioned hourly rate to attend council meetings.

IV. Client References/Background.

Gus Burril, City Administrator
City of Madras
125 SW "E" Street
Madras, Oregon 97741
(541) 475-2344

Daniel Brown, City Manager
City of Burns
242 S. Broadway
Burns, Oregon 97720
(541) 573-5255

Nick Green, City Manager
City of John Day
450 E. Main Street
John Day, Oregon 97845
(541) 575-0028

Additional references available upon request.

V. Insurance.

BLJ is insured by the Oregon State Bar Professional Liability Fund for up to \$4,700,000 per claim, \$4,700,000 in aggregate.

VI. Community Involvement.

BLJ has a reputation of extended community involvement in Central Oregon. BLJ supports the Bend Chamber of Commerce, Central Oregon Community College Foundation, and the High Desert Museum. The firm has several shareholders who are members and/or board members of local Rotary Clubs and various charitable organizations, including our local United Way, the Bend Parks and Recreation District Foundation, NeighborImpact, the Kemple Memorial Children's Dental Clinic, Bend Area Habitat for Humanity, and the Leadership Bend program.

Thank you for considering this proposal. Please feel free to contact me if you have any questions or concerns regarding this proposal.

Respectfully submitted this 8th day of November, 2021.

BRYANT, LOVLIE & JARVIS, P.C.

By: 

Jeremy M. Green, Vice President and Shareholder



YTURRI ROSE LLP
ATTORNEYS AT LAW

November 1, 2021

Adam Brown
City Manager
CITY OF ONTARIO
444 SW 4th Street
Ontario, Oregon 97914

Re: City of Ontario Request for City Attorney Services Proposal

Mr. Brown:

This letter is provided in response to the City of Ontario's advertisement for a City Attorney Services Proposal. The history and qualifications of Yturri Rose, LLP in providing city legal services are detailed in this letter, as well as my qualifications as the proposed lead attorney.

I. Introduction

My goals in undertaking this position with the City are to: (1) provide the highest level of customer service to the City through legal advice that is timely, accurate and easy to access; (2) effectively and vigorously advocate for the City's interests; (3) advance the City's objective of achieving equity in all of its programs, services and activities; (4) keep cost of city attorney services low and minimize use of outside counsel; and (5) ensure the City's compliance with applicable laws and regulations.

Yturri Rose, LLP has approved me to act as the lead attorney, and I will be primarily responsible for attending City Council meetings and will perform or supervise the legal services provided to the City. As my Oregon Bar License is pending, I will work with the Firm to designate an interim lead attorney to assist me until my Oregon License is approved.

II. Qualifications

Yturri Rose, LLP was established in Ontario, Oregon approximately eighty-five years ago and has a long history of representing public entity clients. The Firm has represented the City of Cove, the City of Hines and Treasure Valley Community College. In addition, Yturri Rose, LLP previously represented the City of Ontario from 2003 to 2007.

Yturri Rose, LLP has handled issues involving land use, elections, public contracting, public meetings, public records, employment, public property tax, franchises, review of ordinances, and litigation. The Firm is proficient in evaluating and resolving matters such as: nuisance, abatement, city construction of public improvements, police shootings and complaints, telecommunications franchise issues and negotiations, police forfeitures, public contracting, election laws, city authority to tax, water rates, zoning enforcement, zoning ordinance review, financing of public improvements, exactions from developers, city charter amendments, employee terminations, charter review, defending unfair legal practice complaints, construction disputes, use of volunteers, acquisition and disposition of public property and condemnation. Attorneys in the firm have also worked on various land use issues including reviewing zoning ordinances for our city clients, conditional use permits, zoning changes and subdivisions.

I joined Yturri Rose, LLP in September 2021. I am currently licensed to practice in California and Arizona, and my Oregon licensure is pending. My legal experience encompasses employment law, complex business litigation, lender liability, wage and hour class action, landlord-tenant disputes, criminal defense, personal injury and consumer protection. I have spent the bulk of my career defending employers in all areas of labor and employment law in state and federal court, as well as before various administrative agencies, including the U.S. Equal Employment Opportunity Commission (EEOC), National Labor Relations Board (NLRB), Department of Fair Employment and Housing (DFEH), and the Division of Labor Standards Enforcement (DLSE). My practice has a special emphasis on vigorously defending alleged claims of discrimination, harassment, retaliation, and wrongful termination. A significant portion of her practice is also dedicated to defending wage and hour single plaintiff, class action, and Private Attorneys General Act (PAGA) lawsuits.

In addition to litigation services, I provide proactive advice, counsel and training to management on emerging legal trends and employment issues to ensure compliance with the ever-changing laws and regulations. This includes drafting policies, handbooks, contracts, settlement agreements and arbitration provisions.

A copy of my resume is attached.

III. Structure of the Service Relationship

The best method the Firm has found for structuring the working relationship with public entity clients is to have the public entity designate one or two persons responsible for overseeing outside legal work. Under this arrangement, the various department heads and city staff agree that they will not assign work to the city attorney without approval, normally by the city manager or administrator. This method is effective to keep cost down for the public entity client, and clearly defines what work is being done by the city attorney. Once an assignment issued to the city attorney is approved, the Firm will work directly with the department head or other person responsible for the issue.

Yturri Rose, LLP will provide a monthly summary of the status of each matter assigned. The monthly summary will be provided to the city manager or mayor and reviewed by the city council. The Firm's monthly invoice will accompany the summaries.

I have spent over a decade working with various multinational insurance carriers on complex litigation matters; thus, I am adept at providing regular status reports to clients. In addition, I have extensive experience drafting advisory opinions and overviews of the law to help guide public entity clients.

My philosophy of the city attorney's role is simple: I am an attorney, not a policy maker. While myself and the Firm will provide objective and clear legal advice to elected and appointed decision-makers, we do not meddle with managing the city. Moreover, I will remain politically neutral, and provide the same objective legal advice to all department heads, council members, the city manager and mayor.

IV. Cost of Service

Yturri Rose, LLP recognizes that attorney fees are expensive. Thus, the Firm is sensitive to providing high quality work product in a cost-effective manner. Communication is very important so that public entity clients know the status of their legal issues and are able to work collaboratively on solutions. Yturri Rose, LLP asks that its clients pay each invoice within thirty (30) days of the date of the invoice.

The Firm's billing practices are efficient and designed to provide public entity clients with the best legal services at the lowest cost. Yturri Rose, LLP will typically assign a unique billing code for large-scale projects to ensure that the city can recover costs – when possible – or track legal costs for budgeting purposes.

Yturri Rose, LLP is able to offer the City of Ontario the blended rate of \$300/per attorney hour for general city attorney services.

Legal services other than ordinary transactional matter, which will be identified as “special” or “extra” services included, but are not limited to: (1) litigation matters and extraordinary projects identified in consultation with the city manager or administrator to be outside the scope of routine city attorney services, will be billed at the hourly rate of \$350 to \$400, depending on the attorney's experience; (2) prosecution services at a rate of \$250/per hour; and (3) legal services rendered in connection with large development projects where the city is reimbursed by the developer for its legal expenses, will be billed at a market rate comparable to private counsel retained by the developers.

Costs incurred will be pass on to the client without any mark-up. We will seek approval prior to incurring any non-routine costs, such as electronic legal research fees that fall outside of the Firm's subscription or extraordinary copying or deliver charges.

Yturri Rose, LLP is open to discussing other compensation methods to suit the City of Ontario's needs.

The foregoing rates are subject to annual adjustments upon sixty (60) days written notice to the public entity client.

V. Conclusion

The attorneys at Yturri Rose, LLP have a wealth of experience representing municipal clients. I believe my litigation and advisory experience, coupled with resources of the Firm can provide the City of Ontario top notch legal services in a cost-effective manner.

Thank you for your time and consideration. Should you have any questions, or need additional information, please do not hesitate to contact me at (541) 889-5368 or dcarter@yturrirose.com.

Sincerely,

YTURRI ROSE, LLP

/s/Dayna C. Carter
DAYNA C. CARTER, ESQ.

Dayna C. Carter, Esq.

1281 SW 3rd Avenue, Ontario, Oregon 97914 (310) 951-2953 dcarter@yturrirose.com CA SBN: 253629

LICENSURE

California State Bar, admitted December 2007

Arizona State Bar, admitted November 2013 (Multi-State License)

Oregon State Bar, reciprocity application pending October 2021

United States Court of Appeals – Ninth Circuit

United States District Courts – Central, Southern, and Eastern Districts of California

LEGAL EXPERIENCE

Yturri Rose, LLP, Ontario, Oregon

Associate, September 2021 to the present

- Representing employers and supervisors in employment related lawsuits;
- Researching premises liability defenses; and
- Assisting in general litigation matters

Petronelli Law Group, PC, Long Beach, California

Associate, November 2018 to September 2021

- Represented aggrieved employees in employment related lawsuit;
- Handled general litigation; and
- Researched and drafted internal memoranda regarding recent case law and changes to the law for senior attorneys.

DC Law, Torrance, California

Partner, June 2015 to October 2018

- Defended complex employment cases throughout California for major insurance carriers;
- Worked with clients and counsel directly to resolve disputes prior to litigation;
- Drafted status reports for the insurer and oversight counsel to keep each apprised of the status of their cases;
- Managed law firm and handled assignment and calendaring of cases; and
- Researched legal issues and theories to advise clients, insurers and oversight counsel.

Ridout, Lyon + Ottoson, LLP, Long Beach, California

Associate Attorney, June 2011 to May 2015

- Litigated complex employment disputes;
- Drafted discovery, motions for summary judgment and federal stipulations regarding discovery disputes;
- Represented plaintiffs and defendants in mediation, mandatory settlement conferences and labor board proceedings;
- Assisted in consumer protection class action matters;
- Litigated a copyright/trademark infringement case in federal court between two multinational jewelers;
- Assisted in the preparation of multiparty state and federal cases for trial; and
- Argued law and motion hearings, and attended case management and status conferences.

Griffith Johnson, LLP, Long Beach, California

Partner, April 2010 to July 2011

- Litigated business, real estate and contract disputes; and
- Co-wrote the Petitioner's Brief that prevailed in *Balderas v. Countrywide Bank, N.A., et al.* (2011) 10-55064.

Goodman, Sheridan & Roff, LLP, Lake Forest, California

Litigation Associate, December 2008 to April 2010

- Handled all criminal defense matters for the firm;
- Litigated complex business, contract, personal injury and real estate matters;
- Argued motions and participated second chair in two complex trials involving real property disputes; and
- Co-wrote the Respondent's Brief that prevailed in *Jordan, et al. v. Superstar Sandcars, et al.* (2010) 2010 Cal. App. LEXIS 348.

The Law Office of Allison Margolin, Beverly Hills, California

Associate, December 2007 to December 2008

- Handled felony and misdemeanor defense cases;
- Drafted motions to suppress and other pre-trial motions;
- Assisted with trial and witness preparation; and
- Worked with Deputy District Attorneys to reach plea agreements and resolve cases prior to trial.

Dayna C. Carter, Esq.

1281 SW 3rd Avenue, Ontario, Oregon 97914 (310) 951-2953 dcarter@yturrirose.com CA SBN: 253629

Orange County District Attorney's Office, Santa Ana, California

Certified Law Clerk, June 2005 to December 2006

- Shadowed Deputy District Attorney;
- Assisted in trial and witness preparation;
- Conducted three misdemeanor bench trials; and
- Conducted felony drug trials.

EDUCATION

Whittier Law School, Costa Mesa, California

Juris Doctor, *Cum Laude*, May 2007

Honors/Activities:

- Dean's Merit Scholarship; Dean's List/ Honor Roll;
- Awarded *Certificate in International and Comparative Law*;
- Awarded *Concentration in Criminal Law*;
- CALI Excellence for the Future Awards for receiving highest grade in Wills/Trusts and International Law;
- Whittier Journal of Family and Child Advocacy, Senior Member; and
- Whittier Moot Court Honors Board, Associate to the Juvenile Justice.

Arizona State University, Tempe, Arizona

Bachelor of Science: Justice Studies; Minor: Communications, 2002

Activities:

- Alpha Gamma Delta, Senior Philanthropic Chair;
- Alpha Kappa Alpha, Member;
- Pre-Law Society, Member; and
- Black Undergraduate Law Association, Senior Member.

PROFESSIONAL ACTIVITIES

- Experienced Attorney-Investigator;
- 3 years volunteering with the California Innocence Project – Assisted with appeals in the California Supreme Court and the Court of Appeals – 9th Circuit;
- Member of the American Bar Association;
- Member of the Arizona State Criminal Law Association; and
- Nominated for California Super Lawyers for 2011, 2013, 2018, 2019.

HOBBIES AND INTERESTS

Member of the Elks (Lodge # 1378), gardening, traveling abroad, spending time with family and friends

A156-G092921

**ODOT Delivered Project Federal Project
On Behalf of City of Ontario
Ontario North-South Connector**
Key Number: 22457

THIS AGREEMENT ("Agreement") is made and entered into by and between the **State of Oregon**, acting by and through its Department of Transportation, hereinafter referred to as "State" or "ODOT," and the **City of Ontario**, acting by and through its elected officials, hereinafter referred to as "Agency," both herein referred to individually as "Party" and collectively as "Parties."

RECITALS

1. By the authority granted in Oregon Revised Statute (ORS) 190.110, 366.572 and 366.576, state agencies may enter into cooperative agreements with counties, cities and units of local governments for the performance of any or all functions and activities that a party to the Agreement, its officers, or agents have the authority to perform
2. The north end of the city and center point area where a trail connecting the southern portion of the city exists are a part of the city transportation system under the jurisdiction and control of Agency.
3. Agency has agreed that State will deliver this project on behalf of the Agency.
4. The Project was selected as a part of the Oregon Community Paths (OCP) program and may include a combination of federal and state funds. "Project" is defined under Terms of Agreement, paragraph 1 of this Agreement.
5. The Stewardship and Oversight Agreement On Project Assumption and Program Oversight By and Between Federal Highway Administration, Oregon Division and the State of Oregon Department of Transportation ("Stewardship Agreement") documents the roles and responsibilities of the State with respect to project approvals and responsibilities regarding delivery of the Federal Aid Highway Program. This includes the State's oversight and reporting requirements related to locally administered projects. The provisions of that agreement are hereby incorporated and included by reference.

NOW THEREFORE the premises being in general as stated in the foregoing Recitals, it is agreed by and between the Parties hereto as follows:

TERMS OF AGREEMENT

1. Under such authority, Agency and State agree to State delivering the Ontario North-South Connector project on behalf of Agency, hereinafter referred to as "Project." Project includes a project refinement study to identify a corridor for a future construction

project that will connect the north end of the city to the Center Point area. The location of the Project is approximately as shown on the map attached hereto, marked "Exhibit A," and by this reference made a part hereof.

2. Agency agrees that, if State hires a consultant to plan and preliminary design the Project, State will serve as the lead contracting agency and contract administrator for the consultant contract related to the work under this Agreement.
3. Project Costs and Funding.
 - a. The total Project cost is estimated at \$75,001.00, which is subject to change. Federal funds for this Project shall be limited to \$67,298.40. Agency shall be responsible for all remaining costs, including any non-participating costs, all costs in excess of the federal funds, and the 10.27% match for all eligible costs. Any unused funds obligated to this Project will not be paid out by State, and will not be available for use by Agency for this Agreement or any other projects. "Total Project Cost" means the estimated cost to complete the entire Project, and includes any federal funds, state funds, local matching funds, and any other funds.
 - b. With the exception of Americans with Disabilities Act of 1990-related design standards and exceptions, State shall consult with Agency on Project decisions that impact Total Project Cost involving the application of design standards, design exceptions, risks, schedule, and preliminary engineering charges, for work performed on roadways under local jurisdiction. State will allow Agency to participate in regular meetings and will use all reasonable efforts to obtain Agency's concurrence on plans. State shall consult with Agency prior to making changes to Project scope, schedule, or budget.
 - c. Federal funds under this Agreement are provided under Title 23, United States Code.
 - d. ODOT does not consider Agency to be a subrecipient or contractor under this Agreement for purposes of federal funds. The Catalog of Federal Domestic Assistance (CFDA) number for this Project is 20.205, title Highway Planning and Construction.
 - e. State will submit the requests for federal funding to the Federal Highway Administration (FHWA). The federal funding for this Project is contingent upon approval of each funding request by FHWA. Any work performed outside the period of performance or scope of work approved by FHWA will be considered nonparticipating and paid for at Agency expense.
 - f. Agency guarantees the availability of Agency funding in an amount required to fully fund Agency's share of the Project.
4. The term of this Agreement shall begin on the date all required signatures are obtained and shall terminate upon completion of the Project and final payment or ten (10) calendar years following the date all required signatures are obtained, whichever is

sooner.

5. Termination.

- a. This Agreement may be terminated by mutual written consent of both Parties.
- b. State may terminate this Agreement upon 30 days' written notice to Agency.
- c. State may terminate this Agreement effective upon delivery of written notice to Agency, or at such later date as may be established by State, under any of the following conditions:
 - i. If Agency fails to provide services called for by this Agreement within the time specified herein or any extension thereof.
 - ii. If Agency fails to perform any of the other provisions of this Agreement, or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms, and after receipt of written notice from State fails to correct such failures within ten (10) days or such longer period as State may authorize.
 - iii. If Agency fails to provide payment of its share of the cost of the Project.
 - iv. If State fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow State, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement.
 - v. If federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the work under this Agreement is prohibited or if State is prohibited from paying for such work from the planned funding source.
- d. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.

6. **Americans with Disabilities Act Compliance:**

- a. Agency shall utilize ODOT standards to assess and ensure that the Project and all component activities comply with Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990 as amended (together, "ADA"), including ensuring that all plans and proposed alternatives for future design or construction of pedestrian, bicycle, and transit routes and facilities will result in ADA-compliant facilities and improvements.
- b. Agency shall ensure that temporary pedestrian routes are provided through or around any Project work zone. Any such temporary pedestrian route shall include directional and informational signs, comply with ODOT standards, and include accessibility features equal to or better than the features present in the

existing pedestrian facility. Agency shall also ensure that advance notice of any temporary pedestrian route is provided in accessible format to the public, people with disabilities, and disability organizations at least 10 days prior to the establishment of any work zone.

7. State shall ensure compliance with the Cargo Preference Act and implementing regulations (46 CFR Part 381) for use of United States-flag ocean vessels transporting materials or equipment acquired specifically for the Project. Strict compliance is required, including but not limited to the clauses in 46 CFR 381.7(a) and (b) which are incorporated by reference. State shall also include this requirement in all contracts and ensure that contractors include the requirement in their subcontracts.
8. Agency grants State the right to enter onto Agency right of way for the performance of duties as set forth in this Agreement.
9. The Parties acknowledge and agree that State, the Oregon Secretary of State's Office, the federal government, and their duly authorized representatives shall have access to the books, documents, papers, and records of the Parties which are directly pertinent to the specific Agreement for the purpose of making audit, examination, excerpts, and transcripts for a period of six (6) years after completion of the Project and final payment. Copies of applicable records shall be made available upon request. Payment for costs of copies is reimbursable by the requesting party.
10. The Special and Standard Provisions attached hereto, marked Exhibits B and C, respectively, are by this reference made a part hereof. The Standard Provisions apply to all federal-aid projects and may be modified only by the Special Provisions. The Parties hereto mutually agree to the terms and conditions set forth in Exhibits B and C.
11. Agency shall assume sole liability for Agency's breach of any federal statutes, rules, program requirements and grant provisions applicable to the federal funds, and shall, upon Agency's breach of any such conditions that requires the State to return funds to FHWA, hold harmless and indemnify the State for an amount equal to the funds received under this Agreement.
12. Agency and State are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.
13. State and Agency hereto agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be invalid, unenforceable, 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 Agreement did not contain the particular term or provision held to be invalid.

14. Notwithstanding anything in this Agreement or implied to the contrary, the rights and obligations set out in the following paragraphs of this Agreement shall survive Agreement expiration or termination, as well as any provisions of this Agreement that by their context are intended to survive: Terms of Agreement Paragraphs 3.e (Funding), 5.d (Termination), and 9-14, 17 (Integration, Merger; Waiver).
15. Agency certifies and represents that the individual(s) signing this Agreement has been authorized to enter into and execute this Agreement on behalf of Agency, under the direction or approval of its governing body, commission, board, officers, members or representatives, and to legally bind Agency.
16. This Agreement may be executed in several counterparts all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.
17. This Agreement and attached exhibits constitute the entire agreement between the Parties on the subject matter hereof. In the event of conflict, the body of this Agreement and the attached exhibits will control over Project application and documents provided by Agency to State. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either party unless in writing and signed by both Parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of State to enforce any provision of this Agreement shall not constitute a waiver by State of that or any other provision. Notwithstanding this provision, the Parties may enter into a Right Of Way Services Agreement in furtherance of the Project.
18. State's Contract Administrator for this Agreement is Teresa Penninger, Transportation Planning Manager, Oregon Department of Transportation, 3012 Island Avenue, La Grande, Oregon 97850; phone: (541) 963-1344; email: teresa.b.penninger@odot.state.or.us, or assigned designee upon individual's absence. State shall notify the other Party in writing of any contact information changes during the term of this Agreement.
19. Agency's Contract Administrator for this Agreement is Adam Brown, City Manager, City of Ontario, 444 SW 4th Street, Ontario, Oregon 97914; phone: (541) 881-3223; email: adam.brown@ontariooregon.org, or assigned designee upon individual's absence. Agency shall notify the other Party in writing of any contact information changes during the term of this Agreement.

Signature Page to Follow

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THE PARTIES, by execution of this Agreement, hereby acknowledge that their signing representatives have read this Agreement, understand it, and agree to be bound by its terms and conditions.

This Project is in the 2021-2024 Statewide Transportation Improvement Program (STIP), (Key #22457) that was adopted by the Oregon Transportation Commission on July 15, 2020 (or subsequently by amendment to the STIP).

CITY OF ONTARIO, by and through its
elected officials

By _____

Title _____

Date _____

By _____

Title _____

Date _____

**LEGAL REVIEW APPROVAL (If required
in Agency's process)**

By _____

Agency's Legal Counsel

Date _____

Agency Contact:

Adam Brown
City Manager
City of Ontario
444 SW 4th Street
Ontario, Oregon 97914
(541)881-3223
adam.brown@ontariooregon.org

STATE OF OREGON, by and through
its Department of Transportation

By _____

Public Transportation Division
Administrator

Date _____

APPROVAL RECOMMENDED

By _____

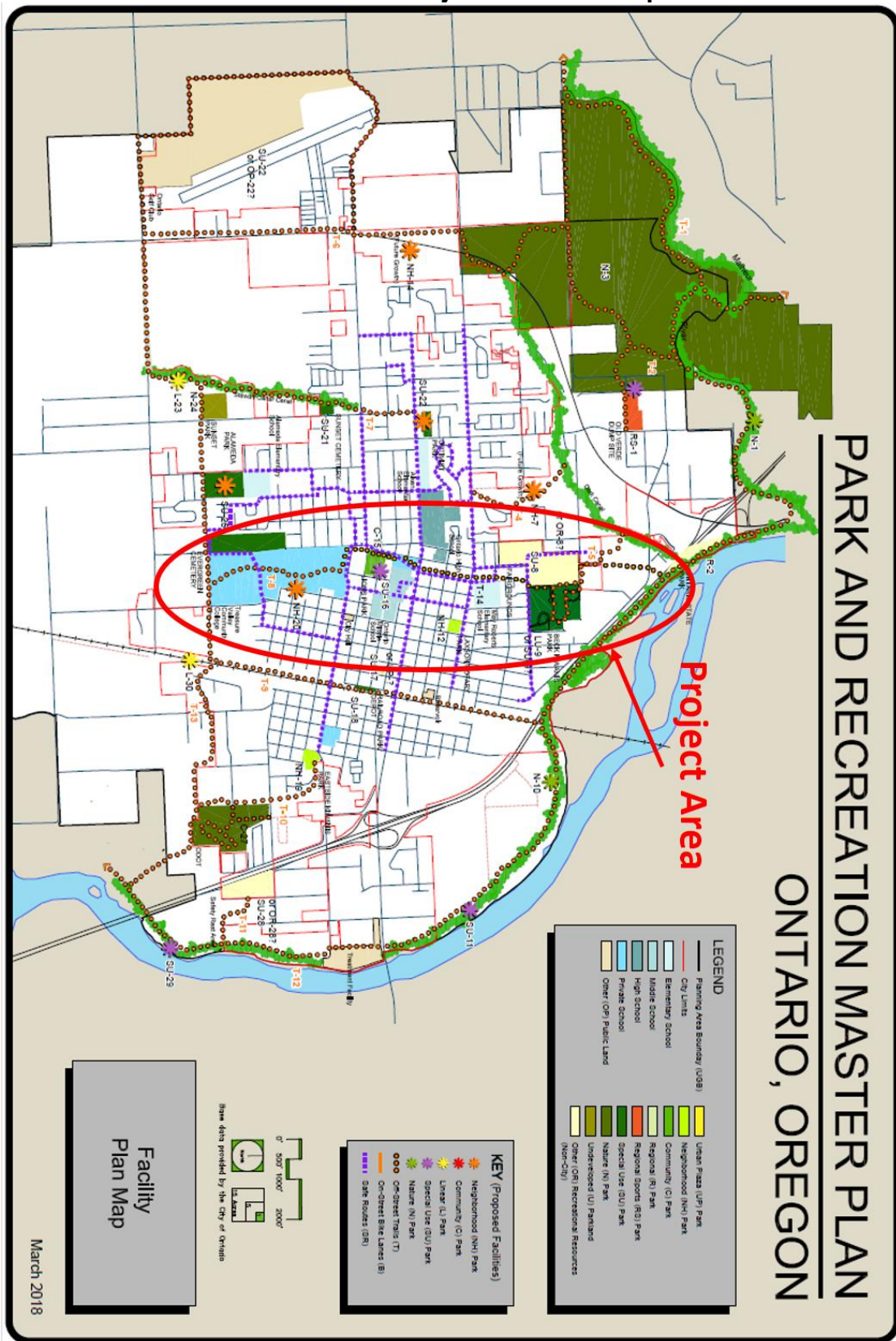
Oregon Community Paths Program
Manager

Date _____

State Contact:

Teresa Penninger
Transportation Planning Manager
Oregon Department of Transportation
3012 Island Avenue
La Grande, Oregon 97850
(541) 963-1344
teresa.b.penninger@odot.state.or.us

EXHIBIT A – Project Location Map



Project Description:

Perform a corridor study that will determine the route for a multi-use path to connect the north end of the city with the CenterPoint area where a trail connecting the southern portion of the city already exists.

Planning and Engineering:

1. Develop an existing conditions report on the project area.
2. Perform initial outreach, to determine public support
3. Develop alternative paths as applicable
4. Develop a recommended alternative
5. Develop a preliminary estimate for construction

Begin Date: 2 weeks after NTP

End Date: 54 Weeks after NTP

Deliverables:

1. Existing Conditions technical memorandum
2. Outreach summary
3. Alternatives technical memorandum, including preferred alternative
4. Funding technical memorandum

For purposes of Exhibits B and C, references to Department shall mean STATE, references to Contractor shall mean Recipient, and references to Contract shall mean Agreement.

EXHIBIT B (Local Agency or State Agency)

CONTRACTOR CERTIFICATION

Contractor certifies by signing this Contract that Contractor has not:

- (a) Employed or retained for a commission, percentage, brokerage, contingency fee or other consideration, any firm or person (other than a bona fide employee working solely for me or the above Contractor) to solicit or secure this Contract,
- (b) agreed, as an express or implied condition for obtaining this Contract, to employ or retain the services of any firm or person in connection with carrying out the Contract, or
- (c) paid or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above Contractor), any fee, contribution, donation or consideration of any kind for or in connection with, procuring or carrying out the Contract, except as here expressly stated (if any):

Contractor further acknowledges that this certificate is to be furnished to the Federal Highway Administration, and is subject to applicable State and Federal laws, both criminal and civil.

DEPARTMENT OFFICIAL CERTIFICATION

Department official likewise certifies by signing this Contract that Contractor or his/her representative has not been required directly or indirectly as an expression of implied condition in connection with obtaining or carrying out this Contract to:

- (a) Employ, retain or agree to employ or retain, any firm or person or
- (b) pay or agree to pay, to any firm, person or organization, any fee, contribution, donation or consideration of any kind except as here expressly stated (if any):

Department official further acknowledges this certificate is to be furnished to the Federal Highway Administration, and is subject to applicable State and Federal laws, both criminal and civil.

Exhibit C
Federal Provisions
Oregon Department of Transportation

CERTIFICATION OF NONINVOLVEMENT IN ANY DEBARMENT AND SUSPENSION

Contractor certifies by signing this Contract that to the best of its knowledge and belief, it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery falsification or destruction of records, making false statements or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
4. Have not within a three-year period preceding this Contract had one or more public transactions (federal, state or local) terminated for cause or default.

Where the Contractor is unable to certify to any of the statements in this certification, such prospective participant shall submit a written explanation to Department.

List exceptions. For each exception noted, indicate to whom the exception applies, initiating agency, and dates of action. If additional space is required, attach another page with the following heading: Certification Exceptions continued, Contract Insert.

EXCEPTIONS:

Exceptions will not necessarily result in denial of award, but will be considered in determining Contractor responsibility. Providing false information may result in criminal prosecution or administrative sanctions.

The Contractor is advised that by signing this Contract, the Contractor is deemed to have signed this certification.

II. INSTRUCTIONS FOR CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS—PRIMARY COVERED TRANSACTIONS

1. By signing this Contract, the Contractor is providing the certification set out below.
2. The inability to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The Contractor shall explain why he or she cannot provide the certification set out below. This explanation will be considered in connection with the Department determination to enter into this transaction. Failure to furnish an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the Department determined to enter into this transaction. If it is later determined that the Contractor knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government or the Department may terminate this transaction for cause of default.

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4. The Contractor shall provide immediate written notice to the Department if at any time the Contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", and "voluntarily excluded", as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the Department's Program Section (Tel. (503) 986-2710) to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The Contractor agrees by entering into this Contract that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transactions with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the Department or agency entering into this transaction.
7. The Contractor further agrees by entering into this Contract that it will include the Addendum to Form FHWA-1273 titled, "Appendix B--Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions", provided by the Department entering into this covered transaction without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List published by the U. S. General Services Administration.
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government or the Department, the Department may terminate this transaction for cause or default.

III. ADDENDUM TO FORM FHWA-1273, REQUIRED CONTRACT PROVISIONS

This certification applies to subcontractors, material suppliers, vendors, and other lower tier participants.

- Appendix B of 49 CFR Part 29 -

Appendix B--Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion--Lower Tier Covered Transactions

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Instructions for Certification

1. By signing and submitting this Contract, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this Contract is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded", as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this Contract is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this Contract that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this Contract that it will include this clause titled, "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction", without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the nonprocurement list.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion--Lower Tier Covered Transactions

- a. The prospective lower tier participant certifies, by entering into this Contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency.
- b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall submit a written explanation to Department.

IV. EMPLOYMENT

1. Contractor warrants that he has not employed or retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Contract and that he has not paid or agreed to pay any company or person, other than a bona fide employee working solely for Contractors, any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranting, Department shall have the right to annul this Contract without liability or in its discretion to deduct from the Contract price or consideration or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.
2. Contractor shall not engage, on a full or part-time basis or other basis, during the period of the Contract, any professional or technical personnel who are or have been at any time during the period of this Contract, in the employ of Department, except regularly retired employees, without written consent of the public employer of such person.
3. Contractor agrees to perform consulting services with that standard of care, skill and diligence normally provided by a professional in the performance of such consulting services on work similar to that hereunder. Department shall be entitled to rely on the accuracy, competence, and completeness of Contractor's services.

V. NONDISCRIMINATION

During the performance of this Contract, Contractor, for himself, his assignees and successors in interest, hereinafter referred to as Contractor, agrees as follows:

1. **Compliance with Regulations.** Contractor agrees to comply with Title VI of the Civil Rights Act of 1964, and Section 162(a) of the Federal-Aid Highway Act of 1973 and the Civil Rights Restoration Act of 1987. Contractor shall comply with the regulations of the Department of Transportation relative to nondiscrimination in Federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are incorporated by reference and made a part of this Contract. Contractor, with regard to the work performed after award and prior to completion of the Contract work, shall not discriminate on grounds of race, creed, color, sex or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. Contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices, when the Contract covers a program set forth in Appendix B of the Regulations.

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2. Solicitation for Subcontractors, including Procurement of Materials and Equipment. In all solicitations, either by competitive bidding or negotiations made by Contractor for work to be performed under a subcontract, including procurement of materials and equipment, each potential subcontractor or supplier shall be notified by Contractor of Contractor's obligations under this Contract and regulations relative to nondiscrimination on the grounds of race, creed, color, sex or national origin.
3. Nondiscrimination in Employment (Title VII of the 1964 Civil Rights Act). During the performance of this Contract, Contractor agrees as follows:
 - a. Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin. Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notice setting forth the provisions of this nondiscrimination clause.
 - b. Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex or national origin.
4. Information and Reports. Contractor will provide all information and reports required by the Regulations or orders and instructions issued pursuant thereto, and will permit access to his books, records, accounts, other sources of information, and his facilities as may be determined by Department or FHWA as appropriate, and shall set forth what efforts he has made to obtain the information.
5. Sanctions for Noncompliance. In the event of Contractor's noncompliance with the nondiscrimination provisions of the Contract, Department shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - a. Withholding of payments to Contractor under the agreement until Contractor complies; and/or
 - b. Cancellation, termination or suspension of the agreement in whole or in part.
6. Incorporation of Provisions. Contractor will include the provisions of paragraphs 1 through 6 of this section in every subcontract, including procurement of materials and leases of equipment, unless exempt from Regulations, orders or instructions issued pursuant thereto. Contractor shall take such action with respect to any subcontractor or procurement as Department or FHWA may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event Contractor becomes involved in or is threatened with litigation with a subcontractor or supplier as a result of such direction, Department may, at its option, enter into such litigation to protect the interests of Department, and, in addition, Contractor may request Department to enter into such litigation to protect the interests of the State of Oregon.

VI. DISADVANTAGED BUSINESS
ENTERPRISE (DBE) POLICY

In accordance with Title 49, Code of Federal Regulations, Part 26, Contractor shall agree to abide by and take all necessary and reasonable steps to comply with the following statement:

DBE POLICY STATEMENT

DBE Policy. It is the policy of the United States Department of Transportation (USDOT) to practice nondiscrimination on the basis of race, color, sex and/or national origin in the award and administration of USDOT assist contracts. Consequently, the DBE requirements of 49 CFR 26 apply to this Contract.

Required Statement For USDOT Financial Assistance Agreement. If as a condition of assistance the Agency has submitted and the US Department of Transportation has approved a Disadvantaged Business Enterprise Affirmative Action Program which the Agency agrees to carry out, this affirmative action program is incorporated into the financial assistance agreement by reference.

DBE Obligations. The Department and its Contractor agree to ensure that Disadvantaged Business Enterprises as defined in 49 CFR 26 have the opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds. In this regard, Contractor shall take all necessary and reasonable steps in accordance with 49 CFR 26 to ensure that Disadvantaged Business Enterprises have the opportunity to compete for and perform contracts. Neither Department nor its contractors shall discriminate on the basis of race, color, national origin or sex in the award and performance of federally-assisted contracts. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of such contracts. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as Department deems appropriate.

The DBE Policy Statement and Obligations shall be included in all subcontracts entered into under this Contract.

Records and Reports. Contractor shall provide monthly documentation to Department that it is subcontracting with or purchasing materials from the DBEs identified to meet Contract goals. Contractor shall notify Department and obtain its written approval before replacing a DBE or making any change in the DBE participation listed. If a DBE is unable to fulfill the original obligation to the Contract, Contractor must demonstrate to Department the Affirmative Action steps taken to replace the DBE with another DBE. Failure to do so will result in withholding payment on those items. The monthly documentation will not be required after the DBE goal commitment is satisfactory to Department.

Any DBE participation attained after the DBE goal has been satisfied should be reported to the Departments.

DBE Definition. Only firms DBE certified by the State of Oregon, Department of Consumer & Business Services, Office of Minority, Women & Emerging Small Business, may be utilized to satisfy this obligation.

CONTRACTOR'S DBE CONTRACT GOAL

DBE GOAL 0 %

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By signing this Contract, Contractor assures that good faith efforts have been made to meet the goal for the DBE participation specified in the Contract for this project as required by ORS 200.045, and 49 CFR 26.53 and 49 CFR, Part 26, Appendix A.

VII. LOBBYING

The Contractor certifies, by signing this agreement to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

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

The Contractor also agrees by signing this agreement that he or she shall require that the language of this certification be included in all lower tier subagreements, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

FOR INQUIRY CONCERNING DEPARTMENT'S DBE PROGRAM REQUIREMENT CONTACT
OFFICE OF CIVIL RIGHTS AT (503)986-4354.

MALHEUR COUNTY COURT MINUTES

November 3, 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 invited to join 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 # [2021-5405](#)

PLANNING DEPARTMENT

Planner Eric Evans met with the Court. Mr. Evans explained that he is forming a Rezone Advisory Committee (RAC) to work towards the implementation of Senate Bill 16 (2021). The membership of the rezone advisory committee will be similar to that of the review board cited in Senate Bill 16. Consensus was that Commissioner Jacobs would serve on the Rezone Advisory Committee.

Mr. Evans also reviewed the final draft of the Malheur County Border Region Rural Lands Evaluation Project. This study was funded by a grant from the Eastern Oregon Border Economic Development Board. It includes a series of GIS maps characterizing land zoned for farm use within the Border Region. The primary purpose of the study was to identify privately-owned nonresource land that potentially could allow limited residential development pursuant to the Oregon nonresource lands statute. Additional studies/work is needed to continue the project; additional grant resources are needed.

COURT MINUTES

Commissioner Hodge moved to approve Court Minutes of October 20, 2021 as written. Commissioner Jacobs seconded and the motion passed unanimously.

CROSSING PERMIT

Commissioner Jacobs moved to approve Crossing Permit #33-21 for Track Utilities LLC to bury service wire to provide service to a customer on Laurel Drive #1560. Commissioner Hodge seconded and the motion passed unanimously. The original permit will be kept on file at the Road Department.

SUPPLEMENTAL BUDGET

Commissioner Hodge moved to approve Resolution R21-34: In the Matter of Fiscal Year 2021/2022 Supplemental Budget by Resolution Under Local Budget Law ORS 294.471. Commissioner Jacobs seconded and the motion passed unanimously. The purpose of the supplemental budget is to allocate funds in the Juvenile Fund that were not anticipated when the adopted budget was prepared; these funds are from the Oregon Social Learning Center for the active parenting pilot program Project Leap. See instrument # [2021-5407](#)

AGREEMENT - AMASON

Commissioner Jacobs moved to approve Temporary Employment Agreement to Perform LEDS (Law Enforcement Data System) Entry/Dispatcher Duty - Malheur County Sheriff's Office with Liz Amason. Commissioner Hodge seconded and the motion passed unanimously. The agreement terminates April 30, 2022. See instrument # [2021-5406](#)

IGA - BAKER CITY

Commissioner Jacobs moved to approve Intergovernmental Agreement with Baker City to provide mutual aid in the Building program, Contract No. 2059-21. Commissioner Hodge seconded and the motion passed unanimously. A copy will be returned for recording.

AMENDMENT - IGA 169522

Commissioner Hodge moved to approve Second Amendment to Oregon Health Authority 2021-2023 Intergovernmental Agreement # 169522 for the Financing of Public Health Services. Commissioner Jacobs seconded and the motion passed unanimously. Funding is added to the following programs: State Support for Public Health, COVID-19 Active Monitoring - ELC, OIP-CARES, LPHA Leadership, Governance and Program Implementation, and ARPA WF Funding. A copy will be returned for recording.

AGREEMENT - DALTON

Commissioner Hodge moved to approve Maintenance Supervisor - employment of PERS retiree Employment Agreement with Don Dalton. Commissioner Jacobs seconded and the motion passed unanimously. The agreement expires December 30, 2022. See instrument # [2021-5421](#)

COURT ADJOURNMENT

Judge Joyce adjourned the meeting.