

**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, JANUARY 11, 2022, 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 January 7, 2022. 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) December 14, 2021 Council Meeting Minutes

6) SPECIAL ACTION

A) Appointments to Committees

7) PRESENTATIONS

A) MDA Fill the Boot Recognition
B) Ontario Promise 2035 Project

8) NEW BUSINESS

A) FBO Ground Lease: Silverhawk Properties Oregon, LLC
B) Amendment #1 to Agreement with SRCI for Wastewater Services
C) Award of Construction Contract for SRCI Sewer Line Improvement Project
D) Award of Engineering Services During Construction Contract for SRCI Sewer Line Improvement Project
E) Award of Engineering Roster Selection for General Engineering Services
F) Memorandum of Agreement with Pheasants Forever and Oregon Department of Fish & Wildlife
G) Authorize Purchase of Filtration Media for the City's Drinking Water Treatment System

9) DEPARTMENT HEAD UPDATES

A) Fire and Rescue: Quarterly Report
B) Community Development: Quarterly Report

10) DISCUSSION ITEMS

A) Ontario BLM Seat Base
B) Safe Routes to Schools Grant Progress Update
C) Amend Sales Agreement with Looks Nu, Inc Car Wash Property

11) HAND-OUTS

The City Council may recess/adjourn to Executive Session under ORS 192.660(2) as follows: (a) Employment of Public Officers, Employees, or Agents; (b) Discipline of Public Officers, Employees, or Agents; (c) Labor Negotiations; (d) Real Property Transactions; (e) Exempt Public Records; (f) Trade Negotiations; (g) Litigation /Consult with Legal Counsel; (h) Performance Evaluation of Public Officers and Employees; (i) Trade Negotiations; and/or (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) Department Stats:
 - Fire & Rescue - December 2021
 - Public Works - December 2021
 - Police - December 2021
 - Code Enforcement - December 2021

12) CORRESPONDENCE, COMMENTS AND EX-OFFICIO REPORTS

13) EXECUTIVE SESSION

- A) ORS 192.660(2)(d): Fire Union Negotiation Update
- B) ORS 192.660(2)(i): City Manager Annual Performance Evaluation

14) POSSIBLE ACTION FOLLOWING EXECUTIVE SESSIONS

15) ADJOURN



CITY COUNCIL MEETING MINUTES December 14, 2021

The scheduled meeting of the Ontario City Council was called to order by Mayor Riley Hill at 6:00 p.m. on Tuesday, December 14, 2021, in the Council Chambers of City Hall. Council members present in person or by call-in were Riley Hill, Sam Baker, John Kirby, Michael Braden, Susann Mills, Eddie Melendrez, and Ken Hart.

Members of staff present in person or by call-in were Adam Brown, Tori Barnett, Terry Leighton, Kari Ott, Dan Cummings, Paul Woods, Al Cablay, Larry Sullivan, Steve Bartol, May Swihart, and Marc Berg.

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 December 12, 2021. Copies of the Agenda are available from the City Hall Customer Service Counter and on the city's website www.ontariooregon.org.

HART moved, BAKER 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.

PUBLIC COMMENTS

Ron Dillon: *Thank you; I apologize for not getting in soon enough with Tori to get on the Agenda, but I'll make this very quick. I just wanted to give you a quick update on, I officially give up on trying to get a bond for the Sprint Boat Race. The gal I'm working with today, who's been in the bond business for 25 years said I've never seen anything like it. She said I have no idea why this seems such a pain in the neck, but somehow, they got embroiled with the City of Olympia, Washington, getting advice from them on how to bond me with the City of Ontario. No idea why, but after they talked to the City of Olympia, the cost went up five times what I was going to pay. So, I just want, for the record, the next time a guy like me comes along, please don't advise him that a bond is cheap or easy to get. It's horrendous, and I still don't have one after two months. I do have, I do appreciate and acknowledge that Mayor Hill was instrumental in getting the cost reduced if I just brought you cash. There were those who wanted me to bring you \$25,000 cash, which would have really hammered me. Thanks to Mayor Hill and some others, I only have to bring you \$5,000 cash, so I want to give that to you right here and right now because I'm just done with the bond thing. It's wearing me out. I'm done, so here's your cash. (Cash given to City Recorder, who gave it to Finance Director). Alright, beyond that, I have hired an environmental engineer. You may know him, some of you, his name's Bart Barlow. He lives in La Grande. He's trying to get me a letter to present to you right away that says the project does not need a 1,200-seat permit, but regardless, it does need a storm water plan, which he's working on. So that's coming. We'll be able to check that box off, so we're just trying to get re-energized and get going again on this thing so we can be ready for the first event in May. Thank you for your time.*

Mayor Hill stated for the record that never had he ever advocated for a Mayor-run city. One thing he had asked for was that the Council have a say in the hiring of department heads. That was it. Never a strong Mayor or a Mayor-run city. He did not know who put that on social media, but it was misinformed. The Council could attest that he had never asked for that to change to the Charter to do that.



Eddy Thiel: I'm here tonight representing the Citizen's Coalition of Ontario, of which we now have over 1,100 members and it's growing every day, and I'm here regarding the Charter revisions. What we want to do is make you aware that we did a poll of that particular revision, which I understand you want, 99% of the people polled were against it. Therefore, my team and I will back the citizens, and we're asking that you do not put this on the ballot. If you do so, then we have to whatever we have to do to back the citizens and go for a no vote. That's it. Thank you.

Chris Artiach: Thank you for what you said, sir, because that changed my mind from when I got here. That changed my whole outlook coming up here. Because why fix something that's not broken? Adam's doing a hell of a job. He puts his all into this. I know Riley, you've got tons of sh** going on in town. You're always talking about I've got so much going on, I'm so tired, so why put one more thing on your plate when you're doing what you need to do? Adam's doing his job. When you see it causing commotion, why? We're the City of Ontario; we're not one individual. We need to get this kind of sh** taken care of. We've got other problems in this town that we need to fix before we need to fix this. That's all.

Norm Crume: Good evening, everybody. The first thing I wanted to say is I am damn glad I don't have to come here every week, or every two weeks. It's a pleasure to only come here once in a while. I, too, want to speak about the Charter, and one particular issue that is the issue of the Council hiring department heads. When I was elected real close to 13 years ago, the Mayor at that time had a lot of those same tendencies. It wasn't "legal" to be done at that time, but he had that desire to get involved with hiring employees. That influenced me to think the same way. I thought that it was a good thing. The whole issue was not trusting the City Manager to hire proper employees. Serving the amount of time that I did up there, which I hope you folks can realize how many hours I spent up there, I learned that that type of not just attitude but the desire to be involved all the time, was not the right way to go. I've seen the headaches and the discontent that it created within the City Manager and employees, and I just beg of you to please not go ahead with this. I've seen the damage that it can do when the politicians inject their will into hiring employees and what it means to me is that you don't trust the City Manager to do the job. That's what it says to me as a citizen, and I've seen it. I know that's what the intent was 13 years ago. So I ask you to please not do this. I think it'll create a big problem. I personally believe that if this is enacted, I believe that you could lose some staff and City Manager, and I don't believe that new potential hires, whether it be a City Manager or employees for whatever position, I don't know that they'd want to be put in that, between that rock and a hard spot. That's my personal opinion. I'm just voicing it. I don't have the right to say yes or no up there. I'm just telling you what my feelings are. But I've lived it with a past Mayor and I see, was wrong. It took me a while, it wasn't overnight. So enough of that. One thing, on a lighter side, I want to thank you folks for putting out the program for the grant for the security systems here in Ontario for businesses. I think, Ken, you were instrumental in doing that. When I seen that it convinced me to move ahead to do that to my business because I've had quite a bit of problem, and I can say that within the first two weeks of putting that system in, we've got two different people stealing from neighbor and from myself. One person that was attempting to saw the camera, and it was you're on Candid Camera incident and the second one was stealing until he looked up and saw the cameras. His face was just dead center in the camera and turned around and split. The one thing I want to say, though, is I believe there needs to be more follow-through with victims of crime here within the city. I do understand that it is a time constraint with the police department. The police have an awful lot to do. I think it would behoove you folks to kind of look into that and see what can be done in the future for more police time to be able to do more things. The issue that I had, the two officers that came up to me were extremely professional and did an excellent job of looking at my video and taking care of it and getting things done. What didn't happen was the follow though. On the last one, where the incident where the guy actually stole stuff from me, I tried two different times and left messages on the guy's personal phone line extension to find out what was done, what transpired, and I've gotten no response. I think customer service goes a long way, whether it's in a business like mine, a medical center, or City Hall. I just think that people deserve to have that, that courtesy. I know that it's a time problem and staffing problem, or at least that's part of it, so I'd like to see if you guys can look into that. Thank you very much and yes, I went over my time, so thank you for not cutting me off.

Mayor Hill read a letter into the record: *Dear City Council, as a voting resident in the City of Ontario, I do not support a Mayor-run city. The advantages of a City Manager-run city are as follows: the Manager serves as a go-between that separates the politics from city administration; the City Manager can oversee all city staff, while carrying out the policies of the city governing board. As our city, Ontario, continues to grow, the City Manager will have the time to handle the complexities of a growing city; the City Council has the time to oversee local policies and budgets, while the Manager handles the administrative tasks on a day-to-day basis. As a retired schoolteacher from the Parma School District, this was how our school board handled issues/items. Our Superintendent oversaw the day-to-day administrative tasks without elected school board handling the policies. Our staff moral was important to our Superintendent, and he became our mediator between the board and staff. This made for a pleasant/enjoyable work environment. Please consider the staff when you make your decision. Thank you, Naama Armstrong, Ontario, Oregon.*

Mayor Hill reiterated he never, ever, advocated for a Mayor-run city, only a voice on the Council in selecting department heads.

CONSENT AGENDA

MILLS moved, KIRBY seconded, **TO ADOPT THE CONSENT AGENDA, WHICH INCLUDED CITY COUNCIL MEETING MINUTES OF OCTOBER 26, 2021; NOVEMBER 9, 2021; NOVEMBER 23, 2021; 2022 MEETINGS CALENDAR; HOUSING INCENTIVE PROGRAM: RYWEST HOMES (42-2021); DOWNTOWN ATTRACTION DESIGN WITH GGLO; AND NORTH SOUTH TRAIL ODOT AGREEMENT.** Roll call vote: Mills-yes; Baker-yes; Kirby-yes; Braden-yes; Hart-yes; Melendrez-yes; Hill-yes. Motion carried 7/0/0.

PRESENTATION

City Manager Update (Attached)

Adam Brown, City Manager, presented.

PUBLIC INPUT

The Ontario City Council is considering placing an increase to the Transient Lodging Tax of 1% on the May 2022 ballot for a vote of the citizenry. The funds will specifically be dedicated to supporting the operations of the Ontario Aquatic Center and the Malheur County Fair Grounds.

Mayor Hill read a letter into the record: *To Ontario City Council members, and Ontario general public. We are the developers of the brand-new Riverside RV Park behind Kirley's Restaurant. We are proud to make such a large investment here in Ontario, and it will serve 179 RVers with a safe and clean community, that includes a 4,000 square foot clubhouse, 80-inch TV, fireplace, kitchen, laundry, office, package delivery, storage, etc., as well as a dog run, two pickle ball courts, hot dog gathering areas, and more all inside a fenced neighborhood. Its' expected most RVers staying with us will be permanent residents of Ontario. If you study our layout, you'll see only about 25 pull through spaces targeted for those staying for just a night or two, while the rest of the spaces are designed for month to month stays. As such, we would like to suggest that the TOT would apply only to those RVers who pay us a nightly fee, much like folks who stay in hotels. For those RVers that pay monthly, we suggest that they not be subject to the TOT, much like folks who rent an apartment, townhouse, or home for a month or more. One of our primary focuses of building this park is providing an affordable place to live, although this tax won't affect us as owners, it certainly will affect the residents. We hope that the city will help in protecting affordable housing, especially with the inflated costs prevalent in every aspect of housing. We are sorry that we could not be there in person to present our concerns and thoughts about the tax, but we are available for further discussion, should anyone contact us. Sincerely, Michael Fife and Paul Hilbig, and signed by Mike Hanigan.*

Bob Boyd: Thank you for giving me a moment to talk to you and I have it written down, I'm sure it'll be okay. Last time I gave you a handout that I typed up and this time it's handwritten. Since we're so used to computers, my handwriting is really bad, so if I stop or anything, it's not because I can't read, just that I can't read the writing on this paper. I'm here asking for your support of the 1% increase in the TOT tax for the City of Ontario. A TOT tax does not come from income, sales, or property. The money comes from those who lodge within the city limits of Ontario. In other words, unless you are planning to stay in a hotel within the City of Ontario limits, it is of no cost to you. TOT tax money acquired by the city, is not just free money. It must fit the parameters that require the money to be used to attract visitors to the town. Presently, the Cultural Center receives over 2% TOT money. This helps provide needed funds for the maintenance and the long-term operation of the Cultural Center and helps provide or retain this vital attraction to our town. The recent TOT proposal is intended to help maintain and operate both the aquatic center and the fairgrounds, only. As in the case of the aquatic center, we will have a pool, but when, of course, depends on the acquisition of funds. However, to keep the pool operating, funds need to be set aside. Pools operate at a loss. If you do not have the ability to provide maintenance funds for tracking such a pool, and to maintain the fairgrounds, you risk the possibility of them being lost. To me, this is common sense. Funds to help maintain a future pool and fairgrounds at no cost to citizens in Ontario is too good not to pursue. I didn't, the letter you had that you read just before, I don't know how that lodging is to work. I was just thinking this is for the Holiday Inn, the Best Western, and those. I don't know if that's something that could be negotiated or whatever. But I just repeat, anytime, and I didn't really know what a TOT tax was until recently, but anytime you say tax, as we know in this town, it's like, damn it, no, for whatever reason. This is not coming out of sales, it's not an increase in sales tax, it's not affecting property taxes, it's not affecting income taxes, it's only for those that are lodging in hotels and every city does this. You'll know if you stay at any hotel, it's okay, I thought it was \$89.99, why am I paying \$97.00? It's because, and it's a huge benefit to do that. A lot of the huge stadiums that have been built, used to be built that way. Football stadiums, baseball stadiums, and so on, and you could say that's a big cost to the hotels and so on, but it's bringing people in. The pool, the fairgrounds Cultural Center, those bring people, help bring people to Ontario, and it gives us some life. If it's not coming out of our pocket, it just seems like, I don't see how you could oppose that. Thank you for your time. If you have questions at all to me, glad to answer them.

Mayor Hill stated for clarification, the TOT was being considered for the RV parks. That's why those earlier comments were appropriate.

Councilor Hart stated the Council had already acted and asked the City Manager to speak to it.

Adam Brown, City Manager, stated as a Council, they had addressed that issue a few months back, and there had been an ordinance change to where it did apply to the RV park, but only for tenants that stayed less than 30 days. It was exactly how they preferred it for the RV park.

OLD BUSINESS

Charter Amendment: Transient Lodging Tax 1% Increase Proposal

Ken Hart, Councilor, thanked Mr. Boyd for speaking and his leadership with the Rec District. It was important to note that if this passed, those funds would go to a publicly elected board to oversee and help maintain the pool. He hoped the pool was critical to Ontario, and the city being able to do this action would help with ongoing operations for that facility. He also wanted to acknowledge the Mayor. As Councilor Hart had drafted this action and was seeking support, the Mayor reminded him that this concept was for the Council to vote on, and, if successful, it would move forward to the next step, which would be a vote of the people in May. In speaking with the members of the Rec District and the County Fair Board Chair, they both agreed that it was a good idea. It gave them a chance to go to the public to speak of the importance of raising those funds. \$90K was estimated to go annually to help with operations of the pool, and \$30K would go annually to the Malheur County Fairgrounds or the Sage Event Center. He strongly supported this and hoped others on the Council would support the motion to increase the tax and send it to the voters for their final say.

HART moved, MILLS seconded, **THE CITY COUNCIL ACCEPT THE BALLOT LANGUAGE AND AMENDMENTS AS PRESENTED BY THE CITY ATTORNEY TO ADD A BALLOT MEASURE FOR VOTE BY THE ELECTORATE AT THE NEXT GENERAL ELECTION IN MAY 2022 TO INCREASE THE TRANSIENT LODGING TAX FROM 9% TO 10% FOR THE PURPOSE OF FUNDING OPERATIONS AT THE ONTARIO AQUATIC CENTER AND DESERT SAGE EVENT CENTER.** No vote.

Larry Sullivan, City Attorney, stated he submitted this draft to the City Manager, but had not had an opportunity to discuss it with him. There were a few provisions he wanted to make the Council aware of, because it might be something the Council wanted to discuss prior to voting on the resolution. First, the wording of subsection B, Section 2, which was the proposed ordinance that would be adopted. In Subsection A of that ordinance, it included a section, second Subsection A, that read *"prior to pool construction, the Ontario Recreation District shall place the funds in a reserve account to be retained in that account until construction is completed and the pool is open to the public."* An issue discussed with the Mayor previously was the question of what happened if the pool was not built. One way to deal with that, instead of having the money go to the Ontario Recreation District immediately after the tax was collected, to say that the City of Ontario shall place the funds in a reserve account to hold until construction. The city would retain control of the funds until the pool was built. That decision could be unpopular with the Rec District Board, and it might need some discussion, but it was important to be aware of it. The second issue he wanted to be sure of, and it might be true, but he hadn't double-checked whether the appropriate recipient of the 25% going towards the Sage Event Center should be Malheur County or the Event Center Board. It might be more suitable to have the funds go to them.

Mayor Hill stated his thoughts to keep the money under the control of the city was the smart way to handle the funds. If it was passed by the voters, they were being trusted to handle it.

Councilor Melendrez asked for some clarification. If the pool was not constructed, and that money was already collected and was being held by the city, what would happen to those funds?

Mayor Hill stated it would be up the Council.

Councilor Melendrez stated the citizens might not be happy with that.

Councilor Kirby stated when fundraising, when seeking funds from foundations or other organizations, they would seek match money. If the city held the funds for the Rec District, they should allow it to be held as an asset for them, so they could use as match money. To deprive them of that opportunity and refer to it as city money, would be wrong. Also, the county did not give the fairgrounds to exist. There was controversy there, because he did not believe the fairgrounds much or any operating funds, so it might be better to give those funds to their board.

Mr. Sullivan stated this did not have to be filed with the county until after February 22, 2022. This measure could be considered by the Council for a bit longer still, rather than having to vote that evening.

KIRBY moved, BRADEN seconded, **TO TABLE THIS ACTION TO THE FIRST MEETING IN JANUARY 2022.** Roll call vote: Mills-yes; Baker-yes; Kirby-yes; Hart-no; Braden-yes; Melendrez-no; Hill-yes. Motion carried 5/2/0.

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)
Dan Cummings, Community Development Director, presented.

MILLS moved, MELENDREZ seconded, **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 SW¼ NW¼ SECTION 33, TOWNSHIP 17 SOUTH RANGE 47 EAST, W.M., ON SECOND READING BY TITLE ONLY.** Roll call vote: Mills-yes; Baker-yes; Kirby-yes; Hart-no; Braden-yes; Melendrez-yes; Hill-yes. Motion carried 6/1/0.



Mr. Sullivan stated he had to depart for another meeting, but wanted to thank the City Council and city staff for all their work together. He'd been with us since 2007, and it had been the highlight of his legal career to work with everyone, and thanked them all for the support provided over the years.

Resolution #2021-138: Residency Policy

Adam Brown, City Manager, presented.

KIRBY moved, MELENDREZ seconded, **THE CITY COUNCIL APPROVE RESOLUTION #2021-138: REVISIONS TO THE CITY'S RESIDENCY POLICY.** Roll call vote: Mills-yes; Baker-yes; Kirby-yes; Hart-yes; Braden-yes; Melendrez-yes; Hill-yes. No vote.

Councilor Baker asked for clarification; would this require residency within the 8C boundary, or the city boundaries.

Mr. Brown stated other than department heads, employees could live within the city boundaries or the 8C School District. Department heads were required to live within the city limits.

Councilor Melendrez asked for clarification on the wage paid to, for example, a Police Officer, regarding like size cities, like what an Officer in Ontario was paid compared to Portland or Salem. How did the work?

Mr. Brown stated the reason the Council felt this action was relevant was because the wages paid by the City of Ontario were benefitted by the State of Oregon's requirement to compare Ontario wages with not those cities next door such as Payette, Fruitland, or Washington County, but with like size communities across Oregon. One of the Ontario comparables set by negotiation was Astoria. Totally opposite sides of the state, an entirely different community, but that was one of the benchmarks. The Council believed that employees who benefitted by the laws of the State of Oregon, which drove up salaries compared to the region, that money should be put back into the local economy.

Restated Motion:

KIRBY moved, MELENDREZ seconded, **THE CITY COUNCIL APPROVE RESOLUTION #2021-138: REVISIONS TO THE CITY'S RESIDENCY POLICY.** Roll call vote: Mills-yes; Baker-yes; Kirby-yes; Hart-yes; Braden-yes; Melendrez-yes; Hill-yes. Motion carried 7/0/0.

Resolution #2021-139: Update on Airport Construction Power / Airport Power Lines

Dan Cummings, Community Development Director, presented.

HART moved, MELENDREZ seconded, **THE CITY COUNCIL APPROVE THE PROJECT IN THE NOT-TO-EXCEED AMOUNT OF \$65,000 FOR THE CONSTRUCTION OF POWER LINES TO THE TWO HANGER PAD AREAS AS SHOWN ON ATTACHMENTS 1 AND 2 OF THIS REPORT.** Roll call vote: Mills-yes; Baker-yes; Kirby-yes; Hart-yes; Braden-yes; Melendrez-yes; Hill-yes. Motion carried 7/0/0.

HART moved, MELENDREZ seconded, **THE CITY COUNCIL APPROVE THE RECAPTURE OF THE COST OF INSTALLING THE MAIN POWERLINES TO THE TWO HANGER PAD AREAS AT THE FULL COST OF THE INSTALLATION AT A PROPORTIONAL RATE PER BUILDING PAD FOR THE 19 BUILDING PADS.** Roll call vote: Mills-yes; Baker-yes; Kirby-yes; Hart-yes; Braden-yes; Melendrez-yes; Hill-yes. Motion carried 7/0/0.

HART moved, MILLS seconded, **THE CITY COUNCIL APPROVE RESOLUTION #2021-139: A RESOLUTION TO APPROPRIATE NECESSARY FUNDING FOR AIRPORT POWER LINES.** Roll call vote: Mills-yes; Baker-yes; Kirby-yes; Hart-yes; Braden-yes; Melendrez-yes; Hill-yes. Motion carried 7/0/0.



Charter Amendments: Charter Review Ad Hoc Committee Proposal

Ken Hart, Councilor, stated before them was the language from legal counsel to adopt what would be presented on the May 2022 ballot, which would make changes to the City Charter. Noted in the summary were the different sections the Charter Review Committee addressed. The proposal was passed unanimously by the Committee, and was now before Council for discussion, and asking the Council to take it to the voters. He appreciated the City Attorney getting this before Council, but in reading the proposed summary, understanding there was a limit of 75 words, he believed it was important to be accurate. He believed there was a section missing where a proposed change would be. Section 4.1 would be changed. Currently, the removal of the City Manager was by super majority, by two-thirds, and the committee had voted to have it in alignment with the Oregon standard, which was removal by just a majority vote. However, that would add 16 words. He suggested amending the changes in Section 5.2, which was changes and procedures of the duties of the Municipal Judge, and Section 5.3, allowed the Council to appoint or remove temporary Municipal Judges. He suggested that the language that went before the voters, if this motion passed, would be to add Section 4.1, allows for the removal of City Manager by a majority vote of the Council, which added those 16 words, and then remove from the current draft, Section 5.2 and Section 5.3, and put in its place Section 5.2 and Section 5.3, changes related to Municipal Judges. This was not taking from the substance from the Committee, but just a summary of what would be presented to the voters. This did not affect any other sections proposed for change.

HART moved, BRADEN seconded, **THAT THE COUNCIL CHANGE THE BALLOT MEASURE LANGUAGE THAT WAS BEFORE THEM AND ADD SECTION 4.1: ALLOWS FOR THE REMOVAL OF THE CITY MANAGER BY A MAJORITY VOTE OF THE COUNCIL; REMOVE CURRENT SECTION 5.2 AND REMOVE CURRENT SECTION 5.3; AND ADD SECTION 5.2 AND 5.3: MAKE CHANGES TO MUNICIPAL JUDGES.** No vote.

Councilor Kirby stated there were items that were in and items out, and it was confusing, specifically 4.3(f), which dealt with the Council taking the authority from the City Manager to hire department heads. If Section 4.3(f) was going to be changed, why wasn't that in the ballot title?

Councilor Hart stated that would be under a separate vote, for a separate amendment. The Committee had voted unanimously for that provision to be separate. That provision was not agreed to by the Committee.

Councilor Kirby stated it was listed on the Agenda as the next item for discussion or action, so why not attack that first to determine if it would be part of the whole?

Councilor Hart stated it had already been discussed and voted on that if that went to the voters, it would be taken under separately. He did not want the overall charter to fail because that had been added in. Therefore, that would be a separate line to be discussed by the Council to determine if it would even be presented to the voters. His proposal was for two separate issues to be presented to the voters.

Councilor Kirby stated that was not the way he understood the motion before. So, if it was two items, the 4.3(f), if it existed, would be a separate vote.

Mayor Hill stated that was his understanding.

Councilor Melendrez asked Councilor Hart to explain the difference between the majority and the super majority.

Councilor Hart stated as currently written in the charter, it was two-thirds, so it would take five of the seven members. The model charter by the League of Oregon Cities reflected a majority vote, so four of the seven.

Restated motion:

HART moved, BRADEN seconded, **TO ADD SECTION 4.1 IN THE SUMMARY THAT READ TO ALLOW FOR THE REMOVAL OF THE CITY MANAGER BY A MAJORITY VOTE OF THE COUNCIL; COMBINE SECTIONS 5.2 AND 5.3 IN ORDER TO SAVE SOME OF THE WORD COUNT ALLOWEABLE IN THE SUMMARY TO READ SECTION 5.2 AND SECTION 5.3 MAKES CHANGES TO MUNICIPAL JUDGES.** Roll call vote: Mills-yes; Baker-yes; Kirby-yes; Hart-yes; Braden-yes; Melendrez-yes; Hill-yes. Motion carried 7/0/0.

HART moved, KIRBY seconded, **THE CITY COUNCIL ACCEPT THE BALLOT LANGUAGE AS AMENDED AND AMENDMENTS AS PRESENTED BY THE CITY ATTORNEY IN CONFORMANCE WITH THE CHARTER AD HOC REVIEW COMMITTEE AND CITY COUNCIL RECOMMENDATIONS TO BE SUBMITTED TO THE COUNTY FOR VOTE BY THE ELECTORATE AT THE NEXT GENERAL ELECTION IN MAY 2022.** Roll call vote: Mills-yes; Baker-yes; Kirby-yes; Hart-yes; Braden-yes; Melendrez-yes; Hill-yes. Motion carried 7/0/0.

Charter Amendment: Council Involvement in Hiring of City Department Heads

Ken Hart, Councilor, presented. The Committee discussed the concept of having the City Council involved in hiring of department heads, which was not currently the case. Those were at the discretion of the City Manager. There had been extension discussions and public comment had been given. The Mayor spoke on it, advocating on the idea and concept of the City Council being involved in that decision. Following a long debate the Committee voted it down, and it was not adopted. As the Chair of the Committee, he would uphold that decision and oppose this additional charter amendment.

Mayor Hill stated previous City Manager's had involved the Council in discussion and interviews, but the current Manager opted to not do that. Now when a new department head showed up, they knew nothing about them or their background. He thought it was closer to the electorate when the Council, instead of someone who was not elected, made those decisions. He wanted at least a review by the Council.

HART moved, BAKER seconded, **THE CITY COUNCIL APPROVE AMENDMENTS TO THE CITY CHARTER TO HAVE THE CITY COUNCIL HIRE DEPARTMENT HEADS WITH THE INVOLVEMENT OF THE CITY MANAGER.** No vote.

Councilor Kirby stated this had obviously been a move by the Mayor. The Council was a changing legislative body, and because the seats were always changing, and seeing how this was handled across the state, as well as stated by the League of Oregon Cities, this action would be breaking ranks. Hiring was done by the City Manager. He hoped that a Councilor might sit on the interviews, but he was content for the City Manager to make that move. This was worded backwards, with the "involvement" of the City Manager. The Manager built their own team, and it was working. He was a member of that Committee, as was Councilor Hart, and Councilor Mills had been a citizen on the Committee at the time. The Committee chose to leave it as it was, and that's the way it should remain.

Councilor Mills stated she was a member of the Committee, and when this issue was raised, she made the statement that they hired a City Manager to hire the department heads and the employees of the city, and she believed it should stay that way. That was part of the job description when hired. She believed it worked, but also believed that in talking with the City Manger when he was hiring the Airport Manager, he had other department heads join with him in the review and interview process. It was not just his decision. She believed the Councilor Kirby's suggestion of a Councilor sitting in on the interview, or possibly relaying to the Council about the applicants, would be a good idea. The obligation of hiring department heads and employees should remain with the City Manager.

Mayor Hill stated three department heads had departed over the past year, and they never knew when the City Manager would depart. That left the Council with that staff, which he was not arguing with that staff, but like Councilor Hart stated, being asked what was going on at City Hall and not knowing the answer made them look like idiots because they were not involved in the process.

Councilor Melendrez stated he understood the Mayor's thoughts, but when he made the comment about having department heads leaving, he didn't tell the whole story. People needed to know why those people left. It could be the Council that drove them away.

Mayor Hill verified the vote was on the language.

Councilor Hart stated the motion was to send the action to the voters.

Councilor Kirby stated for clarification, a yes vote would send the action to the voters, and a no vote would end it. There would be no changes to the current charter on this section.

Councilor Hart stated if it did go to the voters, it would be a separate vote. There was a vote for the big changes to the charter, and a separate vote for just this one item.

Mayor Hill stated the Council must have approved putting this on the ballot, or it wouldn't be before them now.

Councilor Hart stated the Council had requested that staff and the City Attorney to draft it for presentation to the Council. It had never been approved, nor had the others.

Councilor Melendrez stated the way he had been told, if the Council was unhappy with the City Manager, that was the Council's issue, and their duty to deal with that. Do that instead of taking the power from the Manager.

Mayor Hill stated they were only talking about the hiring process, not terminating.

Councilor Melendrez understood that, however, when the Mayor made the earlier comment about three department heads leaving, when the Council was not happy with the job being done by the City Manager, then that was where the Council got involved, to remove the City Manager.

Restated Motion

HART moved, BAKER seconded, **THE CITY COUNCIL APPROVE AMENDMENTS TO THE CITY CHARTER TO HAVE THE CITY COUNCIL HIRE DEPARTMENT HEADS WITH THE INVOLVEMENT OF THE CITY MANAGER.** Roll call vote: Mills-no; Baker-yes; Kirby-no; Hart-no; Braden-no; Melendrez-no; Hill-yes. Motion failed 2/5/0.

NEW BUSINESS

Housing Incentive Program: Greystone Builders (43-2021)

Mayor Hill recused himself from the action as there was a direct conflict of interest. Chairman Hart conducted this action.

KIRBY moved, BAKER seconded, **THE CITY COUNCIL APPROVE THE HOUSING INCENTIVE APPLICATION BY RILEY HILL/GREYSTONE BUILDERS FOR PROPERTY LOCATED AT 2331 ANDREW AVENUE, LOT 48, WATERFORD SUBDIVISION.** Roll call vote: Mills-yes; Baker-yes; Kirby-yes; Hart – yes; Braden-yes; Melendrez-yes; Hill-abstain. Motion carried 6/0/0/1.

Mayor Hill returned to the dais.

American Rescue Plan Act Award for Airport

Adam Brown, City Manager, presented.

KIRBY moved, MELENDREZ seconded, **THE CITY COUNCIL APPROVE THE AGREEMENT WITH THE FEDERAL AVIATION ADMINISTRATION TO RECEIVE FUNDS FROM THE AMERICAN RECOVERY PLAN ACT AND AUTHORIZE THE CITY MANAGER AND CITY ATTORNEY TO EXECUTE THE DOCUMENTATION TO RECEIVE THE GRANTS.** Roll call vote: Mills-yes; Baker-yes; Kirby-yes; Braden-yes; Hart-Yes; Melendrez-yes; Hill-yes. Motion carried 7/0/0.

Award of Engineering Design Contract for North Park Boulevard Extension

Paul Woods, City Engineer, presented.

BAKER moved, KIRBY seconded, **THE CITY COUNCIL APPROVE THE ENGINEERING DESIGN CONTRACT FOR ANDERSON PERRY & ASSOCIATES, INC. IN THE AMOUNT OF \$20,000 TO COMPLETE THE FINAL ENGINEERING DESIGN FOR WATER, SEWER, STREET AND STORM WATER IMPROVEMENTS TO EXTEND NORTH PARK BOULEVARD NORTH FROM MALHEUR DRIVE TO ITS CURRENT TERMINUS AND AUTHORIZE THE CITY MANAGER TO SIGN THE CONTRACT.** Roll call vote: Mills-yes; Baker-yes; Kirby-yes; Braden-yes; Hart-Yes; Melendrez-yes; Hill-yes. Motion carried 7/0/0.

Resolution #2021-140: Solar Renewable Energy Credits

Mayor Hill recused himself from the action as there was a direct conflict of interest. Chairman Hart conducted this action.

Adam Brown, City Manager, presented. Ryan Sheehy, Fleet Development, provided further comments.

KIRBY moved, MILLS seconded, **THE CITY COUNCIL APPROVE RESOLUTION #2021-140, A RESOLUTION ALLOWING CITY STAFF TO WORK WITH FLEET DEVELOPMENT TO RESEARCH, DRAFT, AND SUBMIT AN APPLICATION FOR THE OREGON COMMUNITY RENEWABLE ENERGY PROGRAM GRANT FUND ON BEHALF OF THE VERDE LIGHT COMMUNITY SOLAR PROJECT, TO BRING COMMUNITY ENERGY BENEFITS AND COST SAVINGS TO ONTARIO.** Roll call vote: Mills-yes; Baker-yes; Kirby-yes; Hart-yes; Braden-yes; Melendrez-yes; Hill-abstain. Motion carried 6/0/0/1.

Opioid Lawsuit Settlement Opt-In

Adam Brown, City Manager, presented.

MILLS moved, KIRBY seconded, **THE CITY COUNCIL AUTHORIZE THE CITY MANAGER TO EXECUTE DOCUMENTS ALLOWING THE CITY OF ONTARIO TO OPT INTO THE SETTLEMENT OF THE OPIOID LAWSUIT.** Roll call vote: Mills-yes; Baker-yes; Kirby-yes; Hart-yes; Braden-yes; Melendrez-yes; Hill-yes. Motion carried 7/0/0.

Request for Extension #3 of Rural Board Contract

Mayor Hill stated this had not been completed in the first meeting, and the extension expired. They needed to approve another extension.

BAKER moved, KIRBY seconded, **THE CITY COUNCIL APPROVE EXTENSION #3 OF THE AGREEMENT WITH THE RURAL FIRE PROTECTION BOARD.** Roll call vote: Mills-yes; Baker-yes; Kirby-yes; Hart-yes; Braden-yes; Melendrez-yes; Hill-yes. Motion carried 7/0/0.

PUBLIC HEARING**ORDINANCE #2800-2021: PLANNING ACTION 2021-09-29AZ: A REQUEST BY BILL MILLS OF MML, LLC FOR THE ANNEXATION AND REZONE OF PROPERTY FROM URBAN GROWTH AREA EMPLOYMENT ZONE 2 ACRES (UGA-E-2) TO CITY EMPLOYMENT ZONE 2 ACRES (E-2) TO ALLOW CONNECTION TO CITY SERVICES AND FURTHER DEVELOP THE PROPERTY**

It being the date advertised for public hearing on the matter stated above, the Hearing was declared open. There were no objections to the city's jurisdiction to hear the action, no abstentions, ex-parte contact, and no declarations of conflict of interest.

Dan Cummings, Community Development Director, presented.

Mayor Hill opened the hearing for Public testimony. There being no Opponents or Proponents for this action, the Mayor declared the hearing closed, and asked for direction or a motion from the Council.

MELENDREZ moved, MILLS seconded, **THAT THE CITY COUNCIL APPROVE THE FINDING OF FACTS FOR THE ANNEXATION AND REZONE OF THE SUBJECT PROPERTY FROM URBAN GROWTH AREA EMPLOYMENT ZONE 2 ACRES (UGA-E-2) TO CITY EMPLOYMENT ZONE 2 ACRES (E-2), AS SET FORTH IN ACTION 2021-09-29AZ BASED ON THE INFORMATION, FINDINGS, AND CONCLUSIONS SET FORTH IN SECTIONS I THROUGH IV OF THIS REPORT.** Roll call vote: Mills-yes; Baker-yes; Kirby-yes; Hart-yes; Braden-yes; Melendrez-yes; Hill-yes. Motion carried 7/0/0.

MELENDREZ moved, KIRBY seconded, **THAT THE CITY COUNCIL APPROVE ORDINANCE #2800-2021, A REQUEST FOR ANNEXATION AND REZONE OF THE SUBJECT PROPERTY FROM URBAN GROWTH AREA EMPLOYMENT ZONE 2 ACRES (UGA-E-2) TO CITY EMPLOYMENT ZONE 2 ACRES (E-2), AS SET FORTH IN ACTION 2021-09-29AZ BE RECOMMENDED FOR APPROVAL TO THE CITY COUNCIL, BASED ON THE INFORMATION, FINDINGS, AND CONCLUSIONS SET FORTH IN SECTIONS I THROUGH IV OF THIS REPORT ON FIRST READING BY TITLE ONLY.** Roll call vote: Mills-yes; Baker-yes; Kirby-yes; Hart-yes; Braden-yes; Melendrez-yes; Hill-yes. Motion carried 7/0/0.

HART moved, MELENDREZ seconded, **THAT THE CITY COUNCIL WAIVE THE SECOND READING OF ORDINANCE #2800-2021, A REQUEST FOR ANNEXATION AND REZONE OF THE SUBJECT PROPERTY FROM URBAN GROWTH AREA EMPLOYMENT ZONE 2 ACRES (UGA-E-2) TO CITY EMPLOYMENT ZONE 2 ACRES (E-2), AS SET FORTH IN ACTION 2021-09-29AZ BE RECOMMENDED FOR APPROVAL TO THE CITY COUNCIL, BASED ON THE INFORMATION, FINDINGS, AND CONCLUSIONS SET FORTH IN SECTIONS I THROUGH IV OF THIS REPORT.** Roll call vote: Mills-yes; Baker-yes; Kirby-yes; Hart-yes; Braden-yes; Melendrez-yes; Hill-yes. Motion carried 7/0/0.

ACCEPT RIGHT OF WAY FOR A PORTION OF SUNSET DRIVE AND SKOOKUM DRIVE, PER APPROVED PLAT OF HARRAH HEIGHTS SUBDIVISION, APPROVED UNDER PLANNING ACTION 2021-04-18 SUB

Mayor Hill recused himself from the action as there was a direct conflict of interest. Chairman Hart conducted this action.

It being the date advertised for public hearing on the matter stated above, the Hearing was declared open. There were no objections to the city's jurisdiction to hear the action, no abstentions, ex-parte contact, and no declarations of conflict of interest.

Dan Cummings, Community Development Director, presented.

Councilor Hart opened the hearing for Public testimony. There being no Opponents or Proponents for this action, the Councilor declared the hearing closed, and asked for direction or a motion from the Council.

KIRBY moved, MELENDREZ seconded, **THAT THE CITY COUNCIL APPROVE THE DEDICATION OF THE RIGHT OF WAY FOR A PORTION OF SUNSET DRIVE AND SKOOKUM DRIVE AS SHOWN ON THE PLAT OF HARRAH HEIGHTS SUBDIVISION, SAID SUBDIVISION BEING APPROVED BY AN ADMINISTRATIVE ACTION ON AUGUST 10, 2021, UNDER PLANNING FILE 2019-04-18SUB AND AUTHORIZE THE COUNCIL PRESIDENT TO EXECUTE HIS SIGNATURE ON THE FINAL PLAT ACCEPTING THE DEDICATED RIGHT OF WAY.** Roll call vote: Mills-yes; Baker-yes; Kirby-yes; Braden-yes; Hart-Yes; Melendrez-yes; Hill-abstain. Motion carried 6/0/0/1.

Mayor Hill returned to the dais.

DEPARTMENT HEAD UPDATES

Finance: Monthly Report (Attached)

Kari Ott, Finance Director, presented.

Public Works: Quarterly Report (Attached)

Al Cablay, Public Works Director, presented.

DISCUSSION ITEMS

Continuation with Contracted Financial Services

Adam Brown, City Manager, stated the city's contract with Oster Professional Group (OPG) expired and a contract renewal had been prepared. Prior to negotiating that contract, he wanted to ensure the Council wanted to continue the relationship with OPG. It had been working for the city for the past seven years, but the contract was between the Council and OPF. What was the direction of the Council?

Mayor Hill stated he'd like to see any changes or escalations in the contract.

Mr. Brown stated if he was given direction to proceed, the Council would see the proposed renewal.

Councilor Hart stated he had no issues with them, and thought they were doing a great job; however, he had not yet been contacted by the auditors regarding the audit. He was on the Audit Committee, and he wanted to speak with the auditors to get their feedback before moving forward with the renewal. He was unaware of any other members had been contacted.

Councilor Braden stated he had been contacted by phone in October. They had discussed various items, including the \$600K discrepancy that had been brought forward to the Council at a previous meeting. The auditors gave a very good report for the past several years and gave Oster Professional Group very positive support.

Councilor Hart stated he was flummoxed as to why they had not reached out to him. He had his cell phone with him all the time but had never received a call. It would be helpful to contact the committee

Ms. Ott stated she could also provide him a direct number to the auditors, if that would help.

Councilor Hart asked when they'd received the next full audit.

Ms. Ott stated she would finish the financial statements tomorrow, and then the audit had to be done by December 31st, so she hoped they'd be contacting them soon.

Councilor Hart asked Ms. Ott to email the auditor's contact information to both him and Councilor Mills. Who was the auditor firm?

Ms. Ott stated it was Connected CPAs in La Grande.



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

Fire & Rescue, Public Works, Police - November 2021

Check Register: *(Attached)*

October and November, 2021

CORRESPONDENCE, COMMENTS AND EX-OFFICIO REPORTS

- Councilor Hart asked to clarify on the TOT, it was tabled because the Council needed additional information. He wanted to make clear who was working on that. As he heard it, there were two concerns. As Mr. Boyd departed, he asked him to get a consensus from the Rec Board if they had a strong feeling on them keeping those funds, or the city keeping those funds, until a pool is constructed. Mr. Boyd would let Councilor Hart know of the response, and Councilor Hart would disperse that information to the Council. They could then clarify if the city should keep those funds until the pool was opened, when the funds would be disbursed. Secondly, who did the Council feel most comfortable with the money for the fairgrounds. He wanted to ensure who would be following up on that. Would they ask the Fair Board? Was it a question for the county?

Mr. Brown stated he would take on that responsibility.

- Mayor Hill stated he was still concerned about the money and the administrative payout the city was doing and the purge. They were two different issues, but he never received a clear picture of what was occurring, or when the issue would be resolved, or how it was going to be solved.

Mr. Brown asked Interim Chief Bartol to provide an update.

Chief Bartol stated the last week he'd been there had centered around information gathering, getting to know the principal players, and trying to grasp what needed to be done. There were two issues – one, the internal investigations related to the property room; secondly, bringing the property room up to best practices standards. The purge was part of bringing the property room into best practices and standards. The audit inventory was completed, and he recently provided that information to the investigators who needed that data to move the investigation forward. That was in progress. The second piece, bringing the property room up to standards based on the recommendations following the OACP audit and review, would be an ongoing thing. Part of that would require him to request additional funding for the proposal for an additional FTE, which might be one solution to get additional resources into the property room for the ongoing maintenance once caught up to standards. There could be some infrastructure issues such as software to purchase to ensure management of the property room was done properly; the current RMS was not specifically designed for evidence management, it was designed for records and tied into the county's criminal data base, with just a portion allocated for evidence management. In his experience, he found that records management systems often just added a component for evidence management, but it was not specifically designed for that. Oftentimes, they were better served with a program separate from that. Staff was exploring options for that extra software. There was a standard software that many police departments used across the state, one being his former agency. They'd had great success with it, and it had been recommended by two different vendors who specialized in audits and reviews on property rooms. He would be watching a demo of that later in the week. Overall, they had jump started the investigation portion of the problem and were steadily moving forward on determining how they could comply or implement the recommendations of OACP.

Mayor Hill stated this was not put Chief Bartol on the spot, and while he understood about the purging and all that was being worked on, and while he appreciated that, but now they'd had a few officers on administrative leave for several months. Those two issues – purging and the admin leave seemed to be unrelated issues. How could they solve the second one so they could get their police force up to where it needs to be?

Chief Bartol stated that the next day they were meeting with labor attorneys and the insurance company to discuss the strategy moving forward on those particular labor issues.

- Councilor Mills wanted to welcome the new employees to the city. She was sure the Council would be making the rounds to meet them all.
- Mayor Hill stated a few weeks back he and Councilor Hart had lunch with Congressman Bentz, who went over the list of monies that were available from the infrastructure bill and asked them to look into that. Subsequent to that, he informed the City Manager about things they wanted to do, and he came listed out the five things based on the discussion from earlier. He responded to him within 90 minutes with things he requested. With that discussion, he was again contacted by Congressman Bentz's office to put a paper together for him to review. He listed those things forwarded to him, along with a storm sewer grant that there was a study done in the master plan that ran about \$4M. Another thing on a different list provided by Congressman Bentz was an electrical grid, and based on that he had lunch with Mike Ybarguen, Idaho Power, to look into fixing the city's grid or including the substations. Other items money was listed for were infrastructure for internet services and they also needed to speak about dark fiber. He was asking for a paper be written for submission to Congressman Bentz, which he'd already started working on, but wanted Council consensus to continue. Council consensus to continue moving forward.

EXECUTIVE SESSIONS

EXECUTIVE SESSION: ORS 192.660(2)(a)

An executive session was called at 9:23 p.m. under provisions of ORS 192.660(2)(a) to consider employment of an agent (City Attorney). The Council entered a second session at 10:40 p.m.

EXECUTIVE SESSION: ORS 192.660(2)(d)

An executive session was called at 10:40 p.m. under provisions of ORS 192.660(2)(d) to discuss labor issues (Fire/IAFF). The Council reconvened back into regular session at 11:02 p.m.

ACTION FOLLOWING EXECUTIVE SESSIONS

HART moved, BRADEN seconded, **THAT THE COUNCIL INSTRUCT THE CITY MANAGER TO REACH OUT TO BLJ LAWYERS AND FINALIZE AN EMPLOYMENT AGREEMENT WITH THEM FOR LEGAL SERVICES FOR THE CITY OF ONTARIO BEGINNING JANUARY 1, 2022.** Roll call vote: Mills-yes; Baker-no; Kirby-no; Braden-yes; Hart-yes; Melendrez-yes; Hill-no. Motion carried 4/3/0.

ADJOURN

BAKER moved, HART seconded, **THAT THE MEETING BE ADJOURNED.** Roll call vote: Mills-yes; Baker-yes; Kirby-yes; Braden-yes; Hart-yes; Melendrez-yes; Hill-yes. Motion carried 7/0/0.

ACCEPTED:

ATTEST

Riley J. Hill, Mayor

Tori Barnett, MMC, City Recorder



Committee/Council Liaison Appointments - 2022

Committee	New Term Expires	Current Member	Applicant-Interested
Airport [4 year term]			
Public Member	2025	Shay Myers	
Public Member		Jim Bain	
Budget [4 year term]			
Public Member	2025	David Armstrong	David Armstrong Lynn Johnson
Diversity Advisory [3 year term]			
Public Member	2024	Maria Romero	
Public Member	2024	Jeaneth Mendoza	
Parks [3 year term]			
Public Member	2024	Michael Miller	Michael Miller
Lion's Club Representative		Blu Fortner	
Planning Commission [4 year term]			
Public Member	2025	Cydney Cooke	Cydney Cooke Michael Allen
Public Works [3 year term]			
Public Member	2024	Jake Galeener	
Public Member	2024	Jackson Fox	Jackson Fox
V&C [3 year term]			
Hotel/Motel Industry	2024	Bob Quinn	Bob Quinn
Food Industry	2024	Terry Dols	Terry Dols

Airport: 1st Monday each month, 6:00 p.m. @ City Hall

Audit: As needed @ City Hall

Budget: As needed @ City Hall

Business Loan Fund: As needed @ City Hall

Code Enforcement Review Ad Hoc: 2nd and 4th Thursday each month, 5:30 p.m., @ City Hall

Diversity Advisory: 3rd Wednesday each month, 5:30 p.m., @ City Hall

Marijuana Ad Hoc: As needed, Evenings @ City Hall

Parks: 3rd Thursday each month, 6:30 p.m. @ City Hall

Planning: 2nd Monday each month, 6:00 p.m. @ City Hall

Public Works: 3rd Tuesday each month, 3:00 p.m. @ City Hall

V&C: 1st Thursday each month, 7:00 a.m. @ Chamber Office



RECEIVED

12/07/2021

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) 881-3232 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: Armstrong David A
Last First, Middle Initial

HOME ADDRESS: 838 SW 2nd St Ontario OR
Street City Zip Code

TELEPHONE: 208-230-0790 david@dialogomai.com
Home, Work, Cell, or Business (Include Area Code) E-mail Address

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

Budget Committee
1. 2. 3.

Community Activities/Civic Organization/Boards/Committees:

Activity / Organization:	Length of Service	Position (s) Held:
<u>Four Rivers healthy Community</u>	<u>7 years</u>	<u>Board Member</u>
<u>Recreation District</u>	<u>4 years</u>	<u>U8-14 Soccer Coach</u>
<u></u>	<u></u>	<u></u>

Employment:

<u>Rogue Credit Union</u>	<u>Information Security Analyst</u>	<u>10/18-Current</u>
Current Employer:	Position:	Dates of Employment:

Education:

BBS from Calvary Chapel Bible College

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

I have enjoyed analyzing the city budget and work hard to collect input from the citizens of Ontario. I also work hard to explain budget issues to the community.

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

David Armstrong

Signature:

December 8, 2021

Date:

Submit

Reset

12/14/2021

766

CITY OF ONTARIO

REQUEST FOR BOARD OR COMMISSION APPOINTMENT

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

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NAME:
Last First, Middle Initial

HOME ADDRESS:
Street City Zip Code

TELEPHONE:
Home, Work, Cell, or Business (Include Area Code) E-mail Address

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

 1. 2. 3.

Community Activities/Civic Organization/Boards/Committees:

Activity / Organization:	Length of Service	Position (s) Held:
Parks Committee	2 years	Vice-Chairperson
Elks Lodge 1690	2 months	Member

Employment:

Current Employer: Position: Dates of Employment:

Education:

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

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

Lynn R. Johnson

Signature

July 18, 2019

Date



RECEIVED

12/13/2021

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) 881-3232 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: Miller Michael L
Last First, Middle Initial
HOME ADDRESS: 1092 SW 2nd Ave Ontario 97914
Street City Zip Code
TELEPHONE: 503-799-8365 kagaemi@gmail.com
Home, Work, Cell, or Business (Include Area Code) E-mail Address

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

1. Ontario City Parks Advisory Council 2. 3.

Community Activities/Civic Organization/Boards/Committees:

Activity / Organization:	Length of Service	Position (s) Held:
Ontario City Parks Advisory Council	1 year	member
Four Rivers Cultural Center	6 years	Hikaru Mizu Garden- Volunteer Curator
Four Rivers Community Radio	3+ months	Board President

Employment:

Retired
Current Employer: Position: Dates of Employment:

Education:

3 years college

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

Public parks & greenspaces add inestimable value to the vibrancy & livability of our city. I want to help care for & enhance Ontario's current parks.

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

I have 50+ years horticultural experience in public park & garden maintenance, plus landscape & garden design, installation & maintenance


Signature:

December 13, 2021

Date:

Submit

Reset



RECEIVED

11-17-2021

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) 881-3232 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: *Cooke* *Cydney*
Last First Middle Initial
HOME ADDRESS: *1246 W. Idaho* *Ontario* *97914*
Street City Zip Code
TELEPHONE: *(503) 807-7940*
Home, Work, Cell, or Business (Include Area Code)
E-mail Address: *thegasstationscydney@gmail.com*

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

Zoning & Planning

Community Activities/Civic Organization/Boards/Committees:

Activity/Organization:	Length of Service
<i>Zoning & Planning</i>	<i>1 yr.</i>
<i>Friends of the Ag.</i>	<i>1 yr.</i>
<i>MEOGA</i>	<i>4 yrs.</i>

Position (s) Held:

Commissioner
Member
Organizer

Employment:

J&C Natural Energy Co.
Current Employer:
Current Employer:

CFO
Position:
Position:

Current
Dates of Employment:
Dates of Employment:

Education:

B.A. History / M.B.A. Acct.

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

To continue work being done ; economic development

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

ced che
Signature:

Date: *11/17/21*



RECEIVED

12/02/2021

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: Allen Michael L
Last First Middle Initial

HOME ADDRESS: 1437 Arata Way Ontario 97914
Street City Zip Code

TELEPHONE: 2087396264 allen@fmtc.com
Home, Work, Cell, or Business (Include Area Code) E-mail Address

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

Planning Commission
1. 2. 3.

Community Activities/Civic Organization/Boards/Committees:

Activity / Organization:	Length of Service	Position (s) Held:
<u>Ontario City Council</u>	<u>4 Years</u>	<u>City Councilman</u>
<u></u>	<u></u>	<u></u>
<u></u>	<u></u>	<u></u>

Employment:

retired
Current Employer: Position: Dates of Employment:

Education:

some college

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

I've always been interested in land use law and how they're applied.

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

I was in the title insurance business for over 30 years. I have a good understanding of legal descriptions and Oregon real estat laws

Michael L. Allen Michael L. Allen
Signature:

November 21, 2021
Date:

Submit

Reset



RECEIVED
12/09/2021 kb

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: Quinn Robert M
Last First, Middle Initial

HOME ADDRESS: 1087 NW 2nd Ave Ontario, OR 97914
Street City Zip Code

TELEPHONE: 208-284-5811 rmquinn53@gmail.com
Home, Work, Cell, or Business (Include Area Code) E-mail Address

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

V&C
1. 2. 3.

Community Activities/Civic Organization/Boards/Committees:

Activity / Organization:	Length of Service	Position (s) Held:
<u>Chamber of Commerce</u>	<u>36 years</u>	<u>Chairmen & Board Member</u>
<u>V&C</u>	<u>Nov 1997 to current</u>	<u>Chairmen</u>
<u></u>	<u></u>	<u></u>

Employment:

<u>TQ Properties, LLC</u>	<u>Owner</u>	<u>1985 to current</u>
Current Employer:	Position:	Dates of Employment:

Education:

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

My position within the hotel business make me a good fit for V&C

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

Robert A. Quinn
Signature:

December 9, 2021

Date:

Submit

Reset

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) 881-3232 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: Dols TERRY L.
Last First Middle Initial
HOME ADDRESS: 415 Onion Ave Ontario, Or 97914
Street City Zip Code
TELEPHONE: 503-317-4216
Home, Work, Cell, or Business (Include Area Code) E-mail Address

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

1. V & C 2. 3.

Community Activities/Civic Organization/Boards/Committees:

Activity / Organization:	Length of Service	Position (s) Held:
<u>V & C</u>	<u>1.5 yrs</u>	<u>Member & Current</u>
<u>Revitalize Ontario</u>	<u>3 yrs</u>	<u>Treasurer</u>
<u>Employment:</u>		<u>Vice President +</u>
<u>Second + Vine Bistro</u>	<u>Owner + Manager</u>	<u>Incoming President</u>
Current Employer:	Position:	Dates of Employment:
		<u>06/01/2016 to Present</u>

Education:

B.S. Psychology
BA. Community Service + Public Affairs (CSPA)

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

Continue helping to improve Ontario + carry on with the
work that I have been involved in for several years.

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

Terry L. Dols
Signature:

November 16, 2021

Date:

Submit

Reset

1-6-22



RECEIVED

1-6-2022

HON. MAYOR & COUNCIL

I AM WILLING TO SERVE ANOTHER
TERM ON THE PUBLIC WORKS COMMITTEE.

THANK YOU

Jackson Q. Fox



December 24, 2021

Ontario Fire Department
444 SW 4th Street
Ontario, OR 97914

Dear Chief Leighton,

As we wrap up 2021, I wanted to express my appreciation to the members of the Ontario Fire Department. I cannot thank you enough for your continued support. The efforts of **Jared Gammage** to coordinate your Fill the Boot campaign will make a life-saving difference for our families living with the challenges of a neuromuscular disease. We know things were more complicated as we all navigated through the pandemic, and we can't thank you all enough for rising to the challenge.

The 2021 Fill the Boot campaign was an incredible success in Oregon generating over \$72,000 for MDA! Congratulations on raising **\$16,077 and for being the top collecting department in the state of Oregon this year**. I am so proud of your past success with Fill the Boot and appreciate your continued support. This funding will help MDA's commitment to empowering people living with neuromuscular disease to achieve their potential.

Thank you for helping provide help and hope to those we serve in Oregon. Because of the support of fire fighters, MDA has been able to fund research directly linked to approved, life-changing therapies across multiple neuromuscular diseases. In just the past six years, 15 drugs have been approved through the FDA to treat diseases in MDA's program. These therapies are life-changing for MDA families where walking, talking and even breathing can be difficult. This would not have been possible without the support of the fire fighters across Oregon.

Thank you again for all you have done and are continuing to do to help MDA. It is because of partners like you, local families affected by neuromuscular disease have hope and the support they need. I hope you all get a little time off this holiday season to spend with friends and family. I look forward to working with you again in 2022.

Sincerely,

A handwritten signature in black ink, appearing to read 'S Allen'.

Sabrina Allen
Regional Director Fire Fighter Partnerships
Muscular Dystrophy Association
720-341-1828 | sallen@mdausa.org

ONTARIO PROMISE

A commitment by the Citizens of Ontario to highlight the importance of education in our community

S U M M A R Y

Proposal announced jointly by Ontario Mayor Riley Hill, 8C School Board Chair Tom Greco, and Ontario Council President Ken Hart:

- The City of Ontario will dedicate up to \$130,000 to fund an investment into Ontario student's college fund (529 plan scholarship) for use for future educational needs post high school (college, trade, or technical school).

The goal of this investment is to:

- Demonstrate that the citizens of Ontario are committed to make education a key reason to move to, live in and raise a family in Ontario
- Financially commit to the future educational aspirations of the next generation of Ontario residents
- Inspire parents, grandparents, and other family members to add to this investment by the City to fund the future educational needs of their children
- Create a vehicle for other entities (community groups, businesses, religious entities, service clubs) to match this investment on an ongoing basis

Plan summary:

- Students will have \$100 deposited into their scholarship account December of each of the following grades:
 - o Kindergarten
 - o 3rd grade
 - o 6th grade
 - o 9th grade
 - o 12th grade
- Student can attend any recognized educational program including home schooled, private, charter or public school within Ontario
- Students must reside in the 8C school district boundaries
- The resources used to fund this donation will come from the annual marijuana sales tax expected to be received by the City of Ontario
- Renewal of the program will need to be decided each year by the City Council as part of the annual budget process

ONTARIO PROMISE

A commitment by the Citizens of Ontario to highlight the importance of education in our community

Proposal announced jointly by Ontario Mayor Riley Hill, 8C School Board Chair Tom Greco, and Ontario Council President Ken Hart

- The City of Ontario will dedicate up to \$130,000 to fund a \$100 investment into each Ontario kindergarten, 3rd, 6th, 9th, and 12th grade student's college fund (529 plan scholarship) for use for future educational needs post high school (college, trade, or technical school).
- The resources used to fund this donation will come from the annual marijuana sales tax expected to be received by the City of Ontario.
 - While this funding is only for the noted students enrolled in the 2022 school year – it is the hope that future City Council's will honor this commitment to future students and their families as long as marijuana tax receipt funds are available.

The goal of this investment is to:

- Demonstrate that the citizens of Ontario are committed to make education a key reason to move, live and raise a family here
- Financially commit to the future educational aspirations of the next generation of Ontario residents
- Inspire parents, grandparents, and other family members to add to this investment by the City to fund the future educational needs of their children
 - Studies show that children are three times more likely to enroll in college and more than four times as likely to graduate from college if they have a funded college savings plan in place (1)
- Create a vehicle for other entities in our community to contribute to the future educational opportunities for the students of Ontario

- Funds can be used for trade and technical school costs as well making sure that all students can avail themselves of the benefit of this savings plan after high school

Program specifics:

- A Program Third Party Administrator (PTPA) will be appointed to administer the funds of this program, coordinate with the various schools to determine eligibility and to help establish the savings accounts (529 plans) for the students
- With an anticipated 1,000 students eligible in Ontario in 2022 and allowing for the needed funds set up an oversight mechanism – it is estimated that \$130,000 is sufficient to launch the Ontario Promise for the 2022-23 school year
- Funds will need to be reallocated to this program in the City of Ontario 2021-22 budget
- Funds should be committed to the program one year in advance to ensure that students and families are aware of the program year to year

Criteria for award:

- Student to be enrolled in a K, 3rd, 6th, 9th, or 12th grade program within the city limits of Ontario, Oregon
 - o Programs include the 8C school district, Four Rivers Community School, St. Peter Catholic School and 8C district approved home schooled programs
 - o Student eligibility will be determined by the PTPA based upon enrollment status as of December of that school year
- Family (home address of student) must be within the 8C school district boundary and be a resident in a home with an Ontario, OR mailing address
 - o Funds would not be accessible to the student until they graduate from high school and then are restricted as are any other 529 funds

Other sources of info:

- NYC Kids Rise

(1) Study by the Center for Social Development at George Warren Brown School of Social Work



**AGENDA REPORT
NEW BUSINESS
January 11, 2022**

To: Mayor and City Council

FROM: Dan Cummings, Community Development Director

THROUGH: Adam J. Brown, City Manager

SUBJECT: FBO GROUND LEASE: SILVERHAWK PROPERTIES OREGON, LLC

DATE: December 10, 2021

PROPOSED MOTION:

I MOVE THE CITY COUNCIL APPROVE THE TWO GROUND LEASES TO SILVERHAWK PROPERTIES OREGON, LLC AS PER ATTACHMENTS 1 AND 2 OF THIS REPORT.

SUMMARY:

Frazier Aviation, LLC has sold their FBO Facilities to Silverhawk Properties Oregon, LLC, who wish to enter into a lease with the City of Ontario for the lands that the facility (building and operation) is sited on.

BACKGROUND:

In April of 2012 Frazier Aviation, LLC entered into a 20-year lease for operating the FBO business on the airport, which consisted of the main office building, two large commercial hangars, an aircraft fueling station, and storage.

In 2015 it was determined that the Commercial operation was not leasing the correct amount of land to operate the facility as required by city code. The original lease was for 12,344 square feet which does not cover the ground area required of a commercial business and large hangars.

Since 2015 the City Manager and Airport Manager had been negotiating with Tom Frazier to update his lease. The attached exhibit in the new lease is the area finally agreed upon between then Airport Manager Dan Beaubien and Mr. Frazier in 2020 to be the area required for the operation of the commercial business, along with the required parking for its operation, and was in the process of updating the lease to reflect the new area.

In March of 2018 Frazier Aviation, LLC entered into a 2-year lease which was extended for another 2 years (good through March 20, 2022), for a modular building which is in the process of being put on a permanent foundation.

CURRENT SITUATION:

Frazier Aviation sold his operation and buildings to Silverhawk Properties Oregon, LLC. New leases for the FBO operation ground lease and the ground lease for the modular building need to be approved by the City Council for Silverhawk Properties Oregon, LLC.

ANALYSIS:

- A. **STRATEGIC PLAN** The continuation of the FBO operation is essential to the continued growth of the airport.
- B. **FINANCIAL** The ground lease is not only needed revenue for the airport, but the continued operation of the FBO brings in fuel tax as well as promoting other hanger construction at the airport.
- C. **TIMING** Timing is of the essence as Silverhawk has closed on the sale of the FBO infrastructure and they need a lease from the city to continue to operate on the airport property.
- D. **POLICY/LEGAL** Is is required of all new owners and operators they obtain a lease from the City of Ontario in order to operate and be on the Ontario Municipal Airport.

ALTERNATIVES:

The City Council could choose not to allow the lease of the FBO Operation.

RECOMMENDATION:

Staff recommends the City Council approve the two leases to Silverhawk Properties, LLC.

ATTACHMENTS:

- 1. Silverhawk Ground Lease Modular_2021 Lease
- 2. Silverhawk FBO Commercial Lease_2021 Lease



LEASE AGREEMENT

Ground Lease Modular 581 SW 33rd Street Silverhawk Properties Oregon, LLC

THIS AGREEMENT, made and entered into this day October 1, 2021 by and between the **CITY OF ONTARIO, OREGON**, as first party, hereinafter referred to as the "LANDLORD" and, **Silverhawk Properties Oregon, LLC**, as second party, hereinafter referred to as "TENANT."

WITNESETH:

WHEREAS, LANDLORD is the owner of certain real property known and operated as the Ontario Municipal Airport; and

WHEREAS, TENANT desires to lease certain real property for airplane storage and hangar use.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein it is agreed as follows:

- 1) LANDLORD lease to TENANT and TENANT leases from LANDLORD the real property described in Exhibit "A," attached hereto and by this reference incorporated herein, for a period of TWENTY (20) years, commencing on the 1st day of October 2021. If the lease is not in default, unless either party shall give written notice prior to each anniversary date of this lease, and subject to LANDLORD'S receipt from TENANT of the annual lease payment, the lease term will automatically renew for a successive ten-year term. A decision by LANDLORD to give TENANT written notice that LANDLORD does not intend to extend the ten-year term of this lease shall be based upon LANDLORD'S need to utilize the subject property for other airport or aircraft purposes.
- 2) TENANT shall pay to the LANDLORD as yearly rent the sum of **FIFTEEN POINT SIX FOUR (15.64)** cents per square foot of the property described in Exhibit "A", subject to the rights of LANDLORD to escalate said rental amount as more specifically provided for hereinafter. The parties hereto covenant and agree that the total area of the property described in Exhibit "A" is **4,222 square feet** for the purposes of determining the annual rent herein. The annual rental amount shall be paid on or before the 15th day of August each year and is payable each year in advance.
- 3) It is mutually understood and agreed between the parties hereto that the rental amount may be adjusted upward or downward annually in the sole discretion of the Common Council of the City of Ontario. Such adjustment may be made in any year and shall be effective for the balance of the lease term or until further adjustment, if any. Any increase in rent shall not exceed the percentage increase in the Consumer Price Index for Oregon for the previous year. Adjustments to the rent shall not be made more frequently than one adjustment per year and each yearly adjustment shall not be an amount greater than 6% of the then existing rent.
- 4) The property shall be used to build an airplane hangar to be used primarily as storage of one or more airplanes. Any such construction shall be completed solely with TENANT'S labor and at TENANT'S expense.

- 5) Any new construction or improvements made on the property are to be approved writing prior to commencement of either, and the same to be constructed and operated conformity with all ordinances and regulations of the City period of time following expiration of the term or termination of the lease.
- 6) The TENANT will keep and maintain all structures on the leased property in a constant state of good repair, and will refrain from storing any airplane parts, equipment, or debris outside buildings and will keep the premises in a clean, sightly condition. Any aircraft hangar located on the leased premises shall have operative doors. It is mutually understood and agreed between the parties hereto that the building inspector of the City of Ontario shall have the right to inspect the premises periodically. In the event the building inspector of the City of Ontario deems any structure upon the leased premises not to be in compliance with any applicable statute, ordinance, rules or regulation or this agreement the TENANT agrees to correct such non-complying item at the TENANT'S sole expense.
- 7) The TENANT agrees to spray or otherwise control weeds located on and around the leased premises.
- 8) The color of paint used in all new construction and in the painting of any and all structures shall conform to the airport color scheme as adopted by the Airport Committee.
- 9) The TENANT shall not use leased land for any purposes other than those authorized herein without the written consent of the LANDLORD.
- 10) The LANDLORD reserves the right to further develop the airport or landing area of the airport as it sees fit.
- 11) The LANDLORD reserves the right, but not the obligation to maintain and keep in repair the landing area of the airport and all public facilities of the airport.
- 12) This lease shall be subordinate to the provisions of any existing or future agreement between the LANDLORD and the United States relative to the operation or maintenance of the airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development of the airport.
- 13) During the time of war or national emergency, the LANDLORD shall have the right to lease the landing area or any part thereof to the United States government for military or naval use, and if such lease is executed, the provisions of this instrument insofar as they are inconsistent with the provisions of the lease to the government shall be suspended.
- 14) Except with respect to activities for which the LANDLORD is responsible, the TENANT shall pay as due all claims for work done on and for services rendered or material furnished to the leased premises and shall keep the premises free from any liens. If the TENANT fails to pay such claims or to discharge any lien, LANDLORD may do so and collect the cost as additional rent. Any amount so added shall bear interest at the rate of 12% per annum from the date expended by LANDLORD and shall be payable on demand. Such action by LANDLORD shall not constitute a waiver of any right or remedy which LANDLORD may have on account of TENANT'S default.

TENANT may withhold payment of any claim in connection with a good-faith dispute over the obligation to pay, so long as LANDLORD'S property interests are not jeopardized. If a lien is filed as a result of non-payment, TENANT shall, within ten days after knowledge of the filing, secure the discharge of the lien or deposit with LANDLORD cash or a sufficient corporate surety bond or other security satisfactory to LANDLORD in an amount sufficient to discharge the lien plus any costs, attorney fees and other charges that could accrue as a result of a foreclosure or sale under the lien.

- 15) The TENANT shall obtain Commercial General Liability Insurance in a responsible company, with limits of \$1,000,000 each occurrence with a \$2,000,000 General Aggregate. Such insurance shall cover all risks arising directly or indirectly out of TENANT'S activities on or any condition of the leased premises whether or not related to an occurrence caused or contributed to by LANDLORD'S negligence, shall protect TENANT against the claims of LANDLORD on account of the obligations assumed by TENANT under the provisions of the indemnification paragraph contained herein, and shall protect LANDLORD and TENANT against any and all claims of third persons. TENANT is required to provide a copy of current insurance coverage to the city.

For purposes of compliance with this section, the LANDLORD may provide sufficient insurance, naming the TENANT as an additional insured. Should the LANDLORD be unable to obtain liability and property damage insurance which provides adequate coverage, the TENANT shall be responsible for such coverage as specified above. In the event the LANDLORD provides said insurance, LANDLORD makes no representations, warranties or assurances that said coverage is adequate for the purposes of protecting TENANT. The purpose of said insurance is solely for the protection of LANDLORD and nothing in this paragraph is intended to waive the limits as established in the Oregon Tort Claims Act, ORS 30.260 et seq., as it applies to LANDLORD.

Should the LANDLORD be required to pay additional or increased rates, the City shall have a right to surcharge the TENANTS in an amount in excess of the annual rental rate as defined in Section 3 of this agreement sufficient to reimburse the City.

- 16) No part of the leased property may be assigned to any third person without the prior written consent of the LANDLORD. This provision shall apply to all transfers by operation of law and to transfers to and by trustees in bankruptcy, receivers, administrators, executors and legatees. No consent in one instance shall prevent the provision from applying to a subsequent instance. The LANDLORD shall consent to a transaction covered by this provision when withholding such consent would be unreasonable in the circumstances.

- 17) The following shall be events of default:

a) Failure of TENANT to pay any rent or other charge within thirty (30) days after it is due.

b) Failure of TENANT to comply with any term or condition or fulfill any obligation of the lease (other than the payment of rent or other charges) within fifteen (15) days after written notice by LANDLORD specifying the nature of the default with reasonable particularity. If the default is of such a nature that it cannot be completely remedied with the fifteen (15) day period, this provision shall be complied with if TENANT begins correction of the default within the fifteen (15) day period and thereafter proceeds with reasonable diligence and in good faith to affect the remedy as soon as practicable.

c) Insolvency of TENANT; an assignment by TENANT for the benefit of creditors; the filing by TENANT of a voluntary petition in bankruptcy; and adjudication that TENANT is bankrupt or the appointment of a receiver of the properties of TENANT; the filing of an involuntary petition of bankruptcy and failure of the TENANT to secure a dismissal of the petition within thirty (30) days after filing; attachment of or the levy of execution on the leasehold interest and failure of the TENANT to secure discharge of the attachment or release of the levy of execution within thirty (30) days. If TENANT consists of two (2) or more individuals or business entities, the events of default specified in this paragraph shall apply to each individual unless within thirty (30) days after an event of default occurs the remaining individuals produce evidence satisfactory to LANDLORD that they have unconditionally acquired the interest of the one causing the default. If the lease has been assigned, the events of default so specified shall apply only with respect to the one then exercising the rights of TENANT under the lease.

- 18) In the event of a default, the lease may be terminated at the option of the LANDLORD by notice in writing to TENANT. The notice may be given before or within thirty (30) days after the running of the grace period for default and may be included in a notice of failure of compliance given under the provisions of paragraph 17(b) above set forth. If the property is abandoned by TENANT in connection with a default, termination shall be automatic and without notice.
- 19) If the lease is not terminated by election of LANDLORD or otherwise, LANDLORD shall be entitled to recover damages from TENANT for the default.
- 20) If the lease is terminated for any reason, TENANT'S liability for damages shall survive such termination, and TENANT shall vacate the property immediately and shall remove all improvements and buildings constructed on the leased premises and shall perform any necessary clean-up or other work required to lease the property in its original condition. Any improvements not removed within ninety (90) days after the termination of this agreement shall become the property of the LANDLORD. LANDLORD may re-enter, take possession of the premises and remove any persons or property by legal action or by self-help with the use of reasonable force and without the liability for damages.
- 21) The foregoing remedies shall be in addition to and shall not exclude any other remedy available to LANDLORD under applicable law.
- 22) Waiver by either party of strict performance of any provision of this lease shall not be a waiver of or prejudice the party's right to require strict performance of the same provision in the future or of any other provision.
- 23) If suit or action is instituted in connection with any controversy arising out of this lease, the prevailing party shall be entitled to recover in addition to the costs such sum as the court may adjudge reasonable as attorney fees, including attorney fees upon appeal.
- 24) Any notice required or permitted under this lease shall be given when delivered or when deposited in the United States mail as certified mail, addressed as follows:

To LANDLORD:
City of Ontario
444 SW 4th Street
Ontario, OR 97914

To TENANT:
Silverhawk Properties Oregon, LLC
581 SW 33rd Street
Ontario, OR 97914
Attn: Katherine Weber (208) 794-1515

or to such other address as may be specified from time to time by either of the parties in writing.

- 25) Subject to the above-stated limitation on transfer of TENANT'S interest, this lease shall be binding upon and inure to the benefit of the parties, their respective successors, and assigns.
- 26) If the TENANT fails to perform any obligation under this lease, the LANDLORD shall have the option to do so after fifteen (15) day's written notice to the TENANT. All of the LANDLORD'S expenditures to correct the default shall be reimbursed by the TENANT on demand with interest at the rate of 12% per annum from the date of expenditure by the LANDLORD.
- 27) In construing this lease, it is understood that the LANDLORD or TENANT may be more than one person; that if the context so requires, the singular pronoun shall be taken to mean and include the plural, the masculine, the feminine and the neuter, and that generally all grammatical changes shall be made, assumed and implied to make the provisions hereof apply equally to corporations and to individuals.

IN WITNESS WHEREOF, LESSEE, has caused these presents to be signed by its owner, this ____ day of _____, 2021.

CITY OF ONTARIO

TENANT

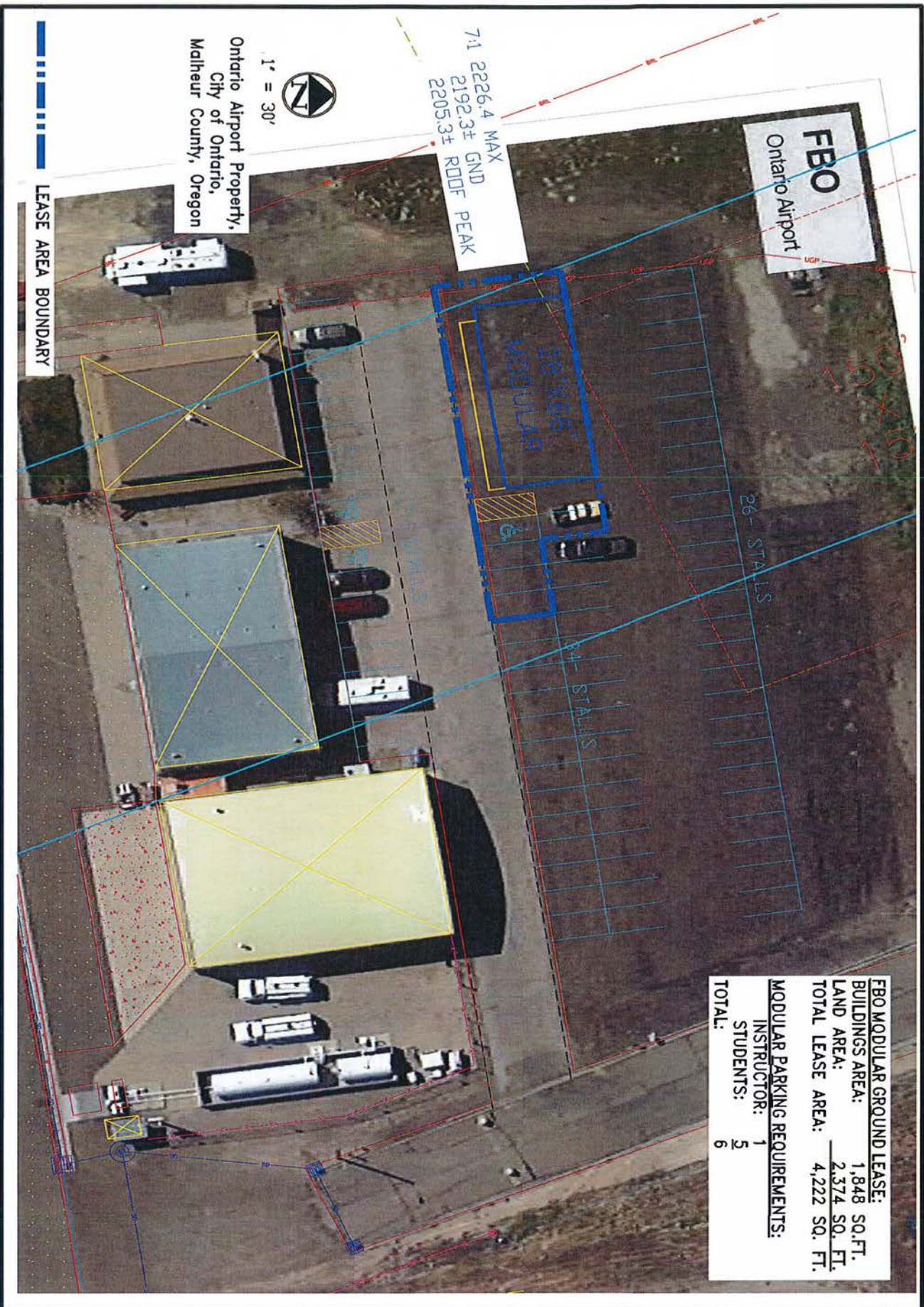
By: _____
Riley J. Hill, Mayor

By: _____
Silverhawk Properties Oregon, LLC
Katherine Weber

ATTEST:

By: _____
Tori Barnett, MMC, City Recorder

EXHIBIT "A"



FBO MODULAR GROUND LEASE



COMMERCIAL LEASE AGREEMENT HANGAR

FBO Commercial Ground Lease

581 SW 33rd Street

Silverhawk Properties Oregon, LLC

THIS AGREEMENT, made and entered into this 1st day of October, 2021, by and between the **CITY OF ONTARIO, OREGON**, as first party, hereinafter referred to as the "LANDLORD" and **SILVERHAWK PROPERTIES OREGON, LLC**, as second party, hereinafter referred to as "TENANT."

WITNESSETH:

WHEREAS, the LANDLORD is the owner of certain property within the corporate boundaries of said city known and operated as the Ontario Municipal Airport, and certain hangars located upon said property; and

WHEREAS, TENANT desires to use said airport for the purpose of providing aircraft service.

NOW THEREFORE, in consideration of the mutual promises on the part of both of the parties, the LANDLORD does hereby lease the non-exclusive right to the property described in Exhibit "A" attached hereto and incorporated herein by reference, together with the joint use in common with all the facilities upon said airport, subject to all rules and regulations pertaining to the airport which are now in effect or may hereafter be adopted, for a term commencing on the date that the hangar which is going to be constructed is complete and ready for occupancy, subject to the following terms and stipulations:

- 1) TENANT shall make available the following facilities and services to the general Public: Fixed Based Operator (FBO) services consisting of one or more of the following services:
 - a) Sales of Aviation fuel (with payment of required fuel tax to City of Ontario);
 - b) Line services for general aviation aircraft;
 - c) Air Taxi and air charter operations;
 - d) Scheduled or nonscheduled air carrier services & support services;
 - e) Pilot training;
 - f) Aircraft rental and sightseeing;
 - g) Aircraft sales and services;
 - h) Aircraft storage (tie-down or hangers);
 - i) Repair and maintenance of aircraft;
 - j) Sale of aircraft parts;
 - k) Aerial photography;
 - l) Crop dusting / aerial application;
 - m) Aerial advertising and surveying; and
 - n) Auxiliary services, consisting of one or more of the following: restroom facilities; communication access (telephone, Internet access, fax). Waiting areas; food vending (excluding a restaurant); ground transportation (car lending, taxi/limousine, shuttle van, on-site car retail (if lease area is large enough); flight planning and weather information; pilot/crew rest lounge and showers; aviation supplies shop (navigation charts, manuals, in-flight comfort items); access to in-flight catering; and accommodations /reservations /concierge services for both crew and passengers through a customer services representative (CSR).

- 2) TENANT shall have the right, on a non-exclusive basis:
- a) to install, operate, maintain, repair and store, subject to the approval of the LANDLORD, in the interest of safety and convenience to all concerned, all equipment necessary to conduct of TENANT business, to-wit: FIXED BASED OPERATOR (FBO).
 - b) to provide storage space for aircraft.
 - c) to install, operate, maintain, repair and store, subject to the approval of the LANDLORD, in the interest of safety and convenience to all concerned, all equipment necessary to conduct of TENANT business, to-wit: FIXED BASED OPERATOR (FBO).
 - d) to use common area of the airport, including runways, taxiways, aprons, roadways, floodlights, land lights, signals, and other conveniences for the take-off, flying, and landing of the aircraft.
- 3) Said property shall not be used for any other purpose than that authorized herein without the written consent of the LANDLORD, and TENANT shall not carry on or conduct any business upon said premises that will be injurious to persons or property upon said airport. TENANT shall keep and store all inflammable materials and liquid in accordance with the rules and regulations adopted and approved by the National Board of Fire Underwriters.
- 4) There shall be no signs or other advertising located at the airport except with LANDLORD'S written approval, which shall not be unreasonably withheld.
- 5) TENANT shall lease a minimum of 28,350 square feet from the LANDLORD for construction, operation, and maintenance of the facilities as herein described.
- 6) LANDLORD may, but shall not be obligated to, maintain, keep, and repair the landing area of the airport and all publicly owned facilities to the airport, together with the right to direct and control all activities of the TENANT in this regard. All damage caused to the airport, its runways, its landing areas, or other facilities, caused or occasioned by negligence of TENANT shall be paid for in full by TENANT and the LANDLORD shall be fully compensated for such damage. TENANT shall subordinate to provisions or any existing or future provisions or agreement between the LANDLORD and the United States relative to the operation or maintenance of the airport. TENANT shall have the right to terminate the lease in the event an agreement between the LANDLORD and the United States would permit the United States to take over the airport and make the operations of TENANT on the airport extremely onerous or impossible. The execution of the agreement has been or may be recorded as a condition precedent to the expenditure of federal funds for the development of the airport. All buildings shall conform to the existing building and safety codes which apply. The leased area and TENANT facilities thereon shall be kept in an acceptable state of repair and maintenance at all times. All buildings or improvements constructed upon the leased premises by TENANT may be removed there from by TENANT at any time during the term of this lease and within a reasonable period of time following expiration of the term or termination of the lease.
- 7) Any aircraft, aircraft parts, equipment, supplies, or other materials owned by TENANT shall only be stored in an approved manner on property subject to a current hangar lease, tie-down fee agreement, static display agreement, or temporary use agreement. Any aircraft, aircraft parts,

equipment, supplies, and/or other materials belonging to TENANT and stored on airport premises for more than forty-eight (48) hours in violation of the provisions herein shall be subject to removal by the LANDLORD at TENANT's expense.

- 8) TENANT shall obtain not less than a \$1,000,000 combined single limit bodily injury and property damage insurance policy with a responsible company. Such insurance shall cover all risks arising directly or indirectly out of TENANT's activities on or any condition of the leased premises, shall protect TENANT against the claims of the LANDLORD on account of the obligations assumed by TENANT under the provisions of the indemnification paragraph contained herein, and shall protect the LANDLORD and TENANT against any and all claims of third persons. TENANT shall maintain the insurance required under the lease and shall name the LANDLORD as an additional insured on its insurance policy. TENANT shall provide the LANDLORD with evidence of its insurance coverage in compliance with lease before the term begins and within 30 days before any modification or cancellation of such insurance. The LANDLORD acknowledges that it remains responsible for any liability to any third party to the extent such liability arises from the LANDLORD'S negligence or other misconduct and exceeds the limits of TENANT's contractual liability insurance coverage required under this lease.
- 9) Nothing in this lease is intended or shall act to waive the liability limits as established in the Oregon Tort Claims Act, ORS 30.260 et seq.
- 10) TENANT shall operate its leased premises for the use and benefit of the public and make available public facilities and services offered by it to the public without unjust discrimination and refrain from imposing or levying excessive or discriminatory or other unreasonable charges or fees for the use of the airport or its facilities. It is understood and agreed that nothing contained in these standards shall be construed to grant or authorize the granting of the exclusive rights within the meaning of Section 303 of the Civil Aeronautics Act.
- 11) TENANT agrees not to refuse its service or products to any person because of such person's race, color, or natural origin.
- 12) LANDLORD agrees to require, to the extent that it can legally do so, that any other individual or firm desiring to use the Ontario Municipal Airport for the commercial purposes which are in competition with the TENANT activities thereon shall be required to furnish and provide all facilities, buildings, services and investment acceptable to the LANDLORD and commensurate with those furnished by TENANT with respect to all of TENANT's commercial operations thereon and not necessarily specified in this agreement.
- 13) TENANT shall not assign, transfer, or sublet in whole or in part to any other person or persons whomsoever the rights and privileges herein contained without the written consent of the LANDLORD being first obtained.
- 14) TENANT shall pay to the LANDLORD as yearly rent the sum of **fifteen and sixty-four one hundredths cents (15.64¢)** per square foot of the property described in Exhibit "A" subject to the rights of the LANDLORD to escalate said rental amount as more specifically provided for hereinafter. The parties hereto covenant and agree that the total area of the property described in **Exhibit "A" is 28,350 square feet** for the purposes of determining the annual rent herein. The annual rental amount shall be paid on or before the 30th day of June each year and is

payable each year in advance. In the event this Agreement is entered into during the course of a fiscal year, the amount of rent shall be prorated from the date of the Agreement through June 30th of that year.

- 15) TENANT shall not participate in or perform any other aeronautical function at the airport save and except that specified in this lease.
- 16) TENANT, for all aircraft operated in connection herewith, shall be required to have two-way radios in its aircraft capable of communicating and receiving on 122.8 MZ for communication with the Uni-com facilities at the airport, as well as with the other air traffic in the area.
- 17) As additional consideration, and in addition to all of the above conditions and lease amounts, TENANT shall pay to the LANDLORD the sum of \$0 as and for consideration for this lease, which sum shall be paid on or before the 30th of June each year payable each year in advance. In the event this Agreement is entered into during the course of a fiscal year, the amount of the consideration shall be prorated from the date of the Agreement through June 30th of that year.
- 18) It is stipulated and agreed that in any event notwithstanding any provisions made in this lease, the parties hereto shall submit to arbitration any questions or disputes, except non-payment of rentals, arising between the parties hereto to the meaning or interpretation of any term or condition or provision herein contained or in respect to any matter of compliance or noncompliance with the terms hereof. Said question or dispute shall be submitted to three arbitrators. TENANT and the LANDLORD each shall select one and the two so chosen shall then select a competent and disinterested person to serve as the third arbitrator. Or, in the event that the two arbitrators cannot agree on the selection of a third arbitrator, said third arbitrator shall be selected within 30 days by the Circuit Court Judge of Malheur County, Oregon. The arbitrators, together, shall then consider the question or questions or dispute or disputes submitted to them in writing by the parties hereto. The decision in writing of any two shall determine the particular question or dispute under consideration. All expenses of arbitration shall be borne one-half by the LANDLORD and one-half by TENANT.
- 19) The initial term of this lease shall be for a period of 20 years. If the lease is not in default, unless either party shall give written notice prior to June 30th of each subsequent year, and subject to LANDLORD'S receipt from TENANT of the annual lease payment, the lease term will automatically renew for a successive 10-year term. A decision by LANDLORD to give TENANT written notice that LANDLORD does not intend to extend the 10-year term of this lease shall be based upon LANDLORD'S need to utilize the subject property for other airport or aircraft purposes.
- 20) TENANT assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. TENANT assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. TENANT assures that it will require that its covered suborganizations

provide assurances to the TENANT that they similarly will undertake affirmative action programs and that they will require assurances from their suborganizations, as required by 14 CFR Part 152, Subpart E, to the same effect.

IN WITNESS WHEREOF, TENANT, has caused these presents to be signed by its owner, this ____ day of _____, 20____.

LANDLORD/CITY OF ONTARIO

TENANT

By: _____
Riley J. Hill, Mayor

By: _____
Silverhawk Properties Oregon, LLC
Katherine Weber

ATTEST:

TENANT

By: _____
Tori Barnett, MMC, City Recorder

By: _____

EXHIBIT "A"



FBO OFFICE SPACE HANGERS & PARKING



**AGENDA REPORT
NEW BUSINESS
January 11, 2022**

To: Mayor and City Council

FROM: Paul Woods, City Engineer

THROUGH: Adam J. Brown, City Manager

SUBJECT: AMENDMENT #1 TO AGREEMENT WITH SRCI FOR WASTEWATER SERVICES

DATE: December 22, 2021

PROPOSED MOTION:

I MOVE THE CITY COUNCIL APPROVE AMENDMENT #1 BETWEEN THE CITY OF ONTARIO AND THE OREGON DEPARTMENT OF CORRECTIONS FOR WASTEWATER SERVICES TO SERVE THE SNAKE RIVER CORRECTIONAL FACILITY AND AUTHORIZE THE MAYOR TO SIGN.

SUMMARY:

On February 6, 2020, the City entered into an agreement with the Oregon Department of Corrections for wastewater services to serve the Snake River Correctional Facility. As of the date the 2020 Agreement was signed, the 2020 Agreement left to future decision-making the manner in which the DOC would reimburse the City for improvements to the existing siphon sewer line ("the Siphon Project") that was yet to be designed and bid for construction. With the DOC's cooperation, City has completed the engineering design of, and has solicited competitive bids for, the Siphon Project, and the City intends to accept the low bid for that project by no later than January 11, 2022.

The City's anticipated cost for the Siphon Project is \$700,714, which includes the low bid from the successful bidder, plus a 10% contingency, plus ongoing engineering costs until project completion. The completion date for the Siphon Project is tentatively scheduled for June, 2022. The City and the DOC have informally agreed that the DOC will reimburse the City for the Siphon Project construction costs incurred by the City in a single lump sum payment rather than amortizing the cost over the life of the agreement, if the DOC has funds available to do so.

BACKGROUND:

On February 6, 2020, the City entered into an agreement with the Oregon Department of Corrections for wastewater services to serve the Snake River Correctional Facility. As of the date the 2020 Agreement was signed, the 2020 Agreement left to future decision-making the manner in which the DOC would reimburse the City for improvements to the existing siphon sewer line ("the Siphon Project") that was yet to be designed and bid for construction. With the DOC's cooperation, City has completed the engineering design of, and has solicited

competitive bids for, the Siphon Project, and the City intends to accept the low bid for that project by no later than January 11, 2022.

CURRENT SITUATION:

The City's anticipated cost for the Siphon Project is \$700,714, which includes the low bid from the successful bidder, plus a 10% contingency, plus ongoing engineering costs until project completion. The completion date for the Siphon Project is tentatively scheduled for June, 2022. The City and the DOC have informally agreed that the DOC will reimburse the City for the Siphon Project construction costs incurred by the City in a single lump sum payment rather than amortizing the cost over the life of the agreement, if the DOC has funds available to do so.

ANALYSIS:

- A. **STRATEGIC PLAN** No strategic plan impact.
- B. **FINANCIAL** SRCI intends to reimburse the City for the direct costs of implementing the project so there is no financial impact to the City's sewer customers.
- C. **TIMING** Action on the agreement is necessary on January 11, 2022, to enable the Council to then consider award of the contract for construction and engineering during construction.
- D. **POLICY/LEGAL** Amendment #1 has been reviewed and approved by legal counsel.

ALTERNATIVES:

If the Council rejects Amendment #1 the project will not move forward and there will be challenges in providing sewer services to SRCI over time.

RECOMMENDATION:

Staff recommends approving Amendment #1 for sewer services with SRCI.

ATTACHMENTS:

1. Amendment No. 1 to Wastewater Agreement (01429567-2xB6300). pdf

AMENDMENT #1

TO

AGREEMENT FOR THE CITY OF ONTARIO TO

PROVIDE WASTEWATER SERVICES TO THE

SNAKE RIVER CORRECTIONAL INSTITUTION

BETWEEN:

CITY OF ONTARIO

An Oregon Municipal Corporation
444 SW 4th Street
Ontario, Oregon 97914

"City"

THE STATE OF OREGON

Acting by and through the Oregon Department of
Corrections

"DOC"

DATED: January 7, 2022

RECITALS

- A. The City of Ontario ("City") and State of Oregon acting through the Oregon Department of Corrections ("DOC") entered into an agreement on February 6, 2020, (the Agreement) for the City to supply and the DOC to pay for wastewater services for the Snake River Correctional Facility.
- B. As of the date the Agreement was signed, the Agreement left to future decision-making the manner in which the DOC would reimburse the City for improvements to the existing sewer line, including the installation of a gravity siphon ("the Siphon Project") that was yet to be designed and bid for construction.
- C. With the DOC's cooperation, City has completed the engineering design of, and has solicited competitive bids for, the Siphon Project, and the City intends to accept the low bid for that project by no later than January 11, 2022.
- D. The City's anticipated cost for the Siphon Project is \$700,714, which includes the low bid from the successful bidder, plus a 10% contingency, plus ongoing engineering costs until project completion.
- E. The completion date for the Siphon Project is tentatively scheduled for June, 2022.
- F. The City and the DOC have informally agreed that the DOC will reimburse the City for the Siphon Project construction costs incurred by the City in a single lump sum payment rather than amortizing the cost over the life of the agreement, if the DOC has funds available to do so.
- G. The parties desire to formalize a written agreement setting forth the terms or conditions for the DOC's reimbursement payment to the City for the Siphon Project in accordance with the terms and conditions contained in this Amendment #1 to Agreement for the City of Ontario to Provide Wastewater Services to the Snake River Correctional Institution (this "Amendment").

AMENDMENT

1. The foregoing recitals are true and correct and are incorporated into this Amendment.

2. The following is added to the Agreement as Section 2.6:

“2.6. Lower Lift Station / Gravity Siphon payment. Pursuant to Section 2.3.1 of this Agreement, the Parties agree to the following method of payment for improvements to the existing sewer line by designing and constructing a gravity siphon (the Siphon Project).

2.6.1 Once the Siphon Project construction begins, the City will provide the DOC with regular reports about the status of the project. Those reports will include documents affecting the cost of the project, including but not limited to all invoices submitted to the City by the contractor; payments made; change order requests and final change orders, and any changes in the scheduled date of completion.

2.6.2 Upon substantial completion, the City will provide the DOC with a final statement of all Siphon Project costs incurred by the City.

2.6.3 Upon receipt of the City’s final statement for all Siphon Project costs, the DOC shall have 90 days within which to submit a reimbursement payment to the City without incurring any interest charges. If the DOC fails to fully reimburse the City for the Siphon Project costs, the City will be entitled to charge interest on the unpaid portion at the simple interest rate of 3% per annum.

2.6.4 If DOC does not have the funding available to make a lump sum payment to the City, the City and DOC will undertake negotiations in good faith to amortize the Siphon Project costs over the life of the contract, as provided in the 2020 Agreement.

2.6.5 Except as otherwise agreed to by the parties in writing, the maximum not-to-exceed compensation payable by DOC to the City for the Siphon Project under this Section 2.6 is \$770,785.00. If the City expects to incur costs in excess of \$770,785.00 for the Siphon Project, the City shall provide notice to DOC of the expected additional costs. This notice shall include a detailed statement that describes the circumstances giving rise to the increased costs. Thereafter, DOC shall review the notice and the City shall provide any additional documentation and information requested by DOC concerning the increased costs. If an agreement over payment of the increased costs cannot be mutually and reasonably reached, the parties agree to resolve the dispute according to the terms of Section 8.4 of the Agreement. DOC shall not unreasonably condition, withhold, and/or delay DOC’s agreement to pay any costs exceeding \$770,785.00.”

3. This Amendment is hereby made part of the Agreement. The provisions of the Agreement that are not amended and/or modified by this Amendment remain unchanged and in full force and effect. This Amendment and the Agreement represent the complete, exclusive, and final understanding of the parties with respect to the subject matter of this Amendment. All prior and contemporaneous agreements, discussions, understandings, and negotiations, whether written or oral, express or implied, are merged herein, and to the extent inconsistent herewith, are of no further force and effect. This Amendment may be executed in one or more counterparts.

IN WITNESS WHEREOF, this Amendment has been executed as of the day and year first above written.

STATE OF OREGON, acting by and through the Department of Corrections:

City of Ontario, Oregon

By: _____
Riley Hill, Mayor

State of Oregon, by and through the Department of Corrections

By: **Heidi R Steward**
Digitally signed by Heidi R Steward
Date: 2022.01.07 20:22:24 -08'00'

Colette Peters, Director



**AGENDA REPORT
NEW BUSINESS
January 11, 2022**

To: Mayor and City Council

FROM: Paul Woods, City Engineer

THROUGH: Adam J. Brown, City Manager

SUBJECT: **AWARD OF CONSTRUCTION CONTRACT FOR SRCI SEWER LINE IMPROVEMENT PROJECT**

DATE: December 22, 2021

PROPOSED MOTION:

I MOVE THE CITY COUNCIL AWARD THE SRCI SEWER LINE IMPROVEMENT PROJECT BID TO WARRINGTON CONSTRUCTION CORPORATION OF OREGON AS THE LOWEST RESPONSIVE BIDDER IN THE AMOUNT OF \$617,740 AND AUTHORIZE STAFF TO AWARD UP TO 10% OR \$61,774 IN CONTINGENCY COSTS DURING CONSTRUCTION; AND AUTHORIZE THE MAYOR TO SIGN ON BEHALF OF THE CITY.

SUMMARY:

The City and the Snake River Correctional Institute agreed to upgrades in the sewer collection line that serves the SRCI facility. The upgrades improve service and reduce pumping through the existing lift station infrastructure. The City, with review and approval from SRCI, developed a detailed design and bid specification. The project was publicly advertised and Warrington Construction was the sole responsive bidder. SRCI has agreed to reimburse the City for the construction project upon completion.

BACKGROUND:

The City provides sewer services to SRCI under a specific agreement. Both parties agreed to a scope of work to upgrade the collection line to improve reliability and reduce operation costs.

CURRENT SITUATION:

The City with review and approval from SRCI developed a detailed design and bid specification. The project was publicly advertised and Warrington Construction was the sole responsive bidder. SRCI has agreed to reimburse the City for the construction project upon completion.

ANALYSIS:

- A. **STRATEGIC PLAN** The project is consistent with the City's strategic plan.

- B. **FINANCIAL** SRCI has agreed to reimburse the City for the cost of the project so there is no impact on City sewer rate payers.
- C. **TIMING** The bid price is good until January 14, 2022 so time is of the essence.
- D. **POLICY/LEGAL** This contract award can only be made by the City Council.

ALTERNATIVES:

If the bid award is rejected the project will not move forward, potentially affecting sewer service to SRCI.

RECOMMENDATION:

Staff recommends approving the bid award to Warrington Construction

ATTACHMENTS:

1. Warrington Bid Form

NOTE TO BIDDER: Use typewriter or ink for completing this Bid Form.

**BID FORM
(STIPULATED PRICE BASIS)**

1. BIDDER

Bidder Name: WARRINGTON CONSTRUCTION Corp. of Oregon

2. BID RECIPIENT

2.1. This Bid is submitted to:

Owner: City of Ontario

Attention: Al Haun

Address: 1551 N.W. 9th Street
Ontario, OR 97914

Project Identification: SRCI Sewer Line Upgrade

2.2. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

3. BIDDER'S ACKNOWLEDGEMENTS

3.1. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

4. BIDDER'S REPRESENTATIONS

4.1. In submitting this Bid, Bidder represents that:

4.1.1. Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged.

Addendum No.	Addendum Date
1	NOV 4 2021

(Bidder shall insert number of each Addendum received.)

4.1.2. Bidder has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

4.1.3. Bidder is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

4.1.4. Bidder has carefully studied: i) reports of explorations and tests of subsurface conditions at or contiguous to the Site and drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) which have been identified in Paragraph 5.03 of the Supplementary Conditions as containing reliable "technical data,"; and ii) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in Paragraph 5.06 of the Supplementary Conditions as containing reliable "technical data."

4.1.5. Bidder has considered the information known to Bidder; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents; and (3) Bidder's safety precautions and programs.

4.1.6. Based on information and observations referred to in paragraph above, Bidder does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) Bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.

4.1.7. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.

4.1.8. Bidder has given Engineer written notice of conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.

4.1.9. The Bidding Documents are generally sufficient to indicate and convey understanding of terms and conditions for the performance of the Work for which this Bid is submitted.

5. BIDDER'S CERTIFICATION

5.1. Bidder Certifies:

5.1.1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;

5.1.2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;

5.1.3. Bidder has not solicited or induced any individual or entity to refrain from bidding; and

5.1.4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this paragraph:

5.1.4.1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process;

5.1.4.2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish Bid prices at artificial noncompetitive levels, or (c) to deprive Owner of the benefits of free and open competition;

5.1.4.3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, noncompetitive levels; and

5.1.4.4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

5.1.5. Required sales and use taxes are included in the stated Bid prices for the Work unless provision is made herein for the Bidder to separately itemize the estimated amount of sales tax or if Instructions to Bidders state Owner is tax exempt.

5.1.6. Bidder accepts the provisions required by ORS 279C.840 relating to prevailing wage rates and that Bidder shall make applicable restitution to the Oregon Bureau of Labor and Industries Commissioner in accordance with ORS 279C.825.

5.1.7. Neither Bidder nor their Subcontractors are on the Bureau of Labor and Industries list of persons having violated prevailing wage rate laws.

5.1.8. Bidder has not discriminated against minority, women, or emerging small business enterprises in obtaining required subcontracts.

5.1.9. Bidder is not in violation of any tax laws described in ORS 305.385.

5.1.10. Bidder has established a drug-testing program for employees per ORS 279C.505.

5.1.11. In accordance with OAR 137-049-0200, Subcontractors performing work will be registered with the Construction Contractors Board before Subcontractor commences work.

6. BASIS OF BIDS

6.1. Bidder shall complete the Work in accordance with the Contract Documents for the following price(s):

6.1.1. Lump Sum Bid Price:

Item	Description	Unit	Amount
1.	Pipe Bursting	LS	\$ 350,000 ⁰⁰
2.	Manholes	LS	\$ 80,000 ⁰²

Item	Description	Unit	Amount
3.	Pipe and Fittings	LS	\$ 180,000 ⁰⁰
4.	Electrical and I&C Work	LS	\$ 5500 ⁰⁰
5.	Controls and Programming*	LS	\$1,740
Total Lump Sum Amount			\$ 617,240 ⁰⁰
In Words: <i>Six Hundred Seventeen Thousand Two Hundred Forty dollars</i>			
*Controls and Programming shall be completed by Advanced Control Services. See Section 01 31 13, Project Coordination for additional details.			

6.1.2. Unit Price Bid Schedule:

6.1.2.1. Unit prices have been computed in accordance with Paragraph 13.03.C of the General Conditions.

6.1.2.2. Bidder acknowledges that estimated quantities are not guaranteed and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

Unit Price Bid Schedule					
Item No.	Description	Estimated Quantity	Unit	Bid Unit Price	Extended Bid Unit Price
1.	Groundwater Dewatering	10	Per Day	\$ 50 ⁰⁰	\$ 500 ⁰⁰
Total of Extended Bid Unit Prices					\$ 500 ⁰⁰
Contractor shall include costs associated with groundwater dewatering including but not limited to rental equipment, suction/discharge piping, fittings, fuel. Actual Payment will be in accordance with Section 01 29 00, Payment Procedures.					

6.2. Base Bid Summary:

6.2.1. Base Bid Total: Summation of previous subtotals.

\$ 617,740⁰⁰

Total Written Out in Words:

Six Hundred Seventeen Thousand Seven Hundred Forty dollars

7. TIME OF COMPLETION

7.1. Bidder agrees the Work, and any Milestones specified in Section 01 31 13, Project Coordination, will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates, or within the number of calendar days, indicated in the Agreement.

7.2. Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work, and any specified Milestones, within the Contract Times.

8. ATTACHMENTS TO THIS BID

8.1. The following documents are submitted with and made a condition of this Bid:

8.1.1. Required Bid security in the form of Bid Bond.

8.1.2. Bidder's Experience: Successfully complete five pipe bursting projects of similar size and complexity.

8.1.3. Include project name, date of completion, extent of pipe bursting and client contact information.

8.1.4. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids.

8.1.5. Contractor's License No.: 101184

8.1.6. First-Tier Subcontractor Disclosure Form (required within 2 hours of Bid closing).

9. DEFINED TERMS

9.1. The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

10. BID SUBMITTAL

10.1. This Bid submitted by:

If Bidder is:

An Individual

Name (typed or printed): _____

By (signature): _____

Doing business as: _____

A Partnership

Partnership Name: _____ (SEAL)

By: _____
(Signature of general partner – attach evidence of authority to sign)

Name (typed or printed): _____

A CorporationCorporation Name: WARRINGTON CONST CORP OF OREGON (SEAL)State of Incorporation: OREGON

Type (General Business, Professional, Service, Limited Liability): _____

By: Chelsey Warrington
(Signature) attach evidence of authority to signName (typed or printed): CHELSEY WARRINGTONTitle: PRESIDENT (CORPORATE SEAL)Attest: Andrew Vonn
(Signature of Corporate Secretary)Date of Qualification to do business in (state where Project is located)
is: 1994

A Joint Venture

Joint Venturer Name: _____ (SEAL)

By: _____
(Signature of joint venture partner – attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

Bidder's Business Address: P.O. Box 910 OREGON OREGON 97914Phone No.: 208-452-2556FAX No.: 208-739-3344 ^{cell} Brooks WarringtonE-mail: brooks.warrington@hotmail.comSUBMITTED on NOV 16, 2021Oregon Contractor's License No.: 101184

Contractor's License Class (where applicable): _____

Bidder is an Oregon company as defined in ORS 279A.120.

☒ Yes ☐ No**END OF SECTION**



**AGENDA REPORT
NEW BUSINESS
January 11, 2022**

To: Mayor and City Council

FROM: Paul Woods, City Engineer

THROUGH: Adam J. Brown, City Manager

SUBJECT: **AWARD OF ENGINEERING SERVICES DURING CONSTRUCTION CONTRACT FOR
SRCI SEWER LINE IMPROVEMENT PROJECT**

DATE: December 22, 2021

PROPOSED MOTION:

I MOVE THE CITY COUNCIL APPROVE THE TASK ORDER CONTRACT FOR ENGINEERING SERVICES DURING CONSTRUCTION FOR THE SRCI SEWER LINE IMPROVEMENT PROJECT TO JACOBS ENGINEERING IN THE AMOUNT OF \$21,200 AND AUTHORIZE THE CITY MANAGER TO SIGN THE ORDER.

SUMMARY:

The City and the Snake River Correctional Institute agreed to upgrades to the sewer collection line that serves the SRCI Facility. The upgrades improve service and reduce pumping through the existing lift station infrastructure. The City with review and approval from SRCI developed a detailed design and bid specifications that were authored by Jacobs Engineering Group. The project was publicly advertised and Warrington Construction was the sole responsive bidder. SRCI has agreed to reimburse the City for the engineering services during construction upon completion of the project.

BACKGROUND:

The City and the Snake River Correctional Institute agreed to upgrades to the sewer collection line that serves the SRCI Facility. The upgrades improve service and reduce pumping through the existing lift station infrastructure. The City with review and approval from SRCI developed a detailed design and bid specifications that were authored by Jacobs Engineering Group.

CURRENT SITUATION:

The reimbursement agreement between the City and SRCI and the award of construction to Warrington Construction is presumed to be approved earlier in the meeting or the item will not be acted upon.

ANALYSIS:

- A. **STRATEGIC PLAN** No strategic plan impact.

- B. **FINANCIAL** SRCI will reimburse the City for the costs of engineering services during construction.
- C. **TIMING** With the approval of the reimbursement agreement and construction contract, time is of the essence in approving the engineering services agreement.
- D. **POLICY/LEGAL** None.

ALTERNATIVES:

If the engineering services contract is not approved, the project will not move forward.

RECOMMENDATION:

Staff recommends awarding the contract to Jacobs Engineering Group for services during construction for the SRCI siphon project.

ATTACHMENTS:

1. SRCI Line Upgrade SDC Scope
2. Task Order 5 SRCI Line Upgrade SDC Signature Line

TASK ORDER NO. ____

SERVICES DURING CONSTRUCTION (SDC) SCOPE OF WORK FOR *SRCI Sewer Line Upgrade Project*

PROJECT DESCRIPTION

This scope of work describes the services to be rendered by Jacobs Engineering Group Inc. (Jacobs) for the construction phase of the City of Ontario SRCI Sewer Line Upgrade project. Design of the SRCI Sewer Line Upgrade project was completed under a separate task order. The scope of the project is summarized below.

- Replacing sections of gravity sewer line to create a pressurized piping system
- Demolishing and replacing four manholes
- Pipe bursting approximately 1,500-feet of pipe between the manholes
- Upgrading two manholes to be pressure-type manholes

Jacobs will complete this work under the terms and conditions of the Master Services Agreement between the City of Ontario (Ontario) and Jacobs Engineering Group, Inc.

SCOPE OF WORK

Under this task order, Jacobs will help Ontario implement the SRCI Sewer Line Upgrade that was designed under a previous task order. The work will be accomplished under the following main tasks and several sub-tasks described below.

- Task 1 – Project Management
- Task 2 – Services During Construction

TASKS

Task 1 – Project Management

Jacobs will manage, administer, coordinate and integrate the work of Jacobs' team to deliver the project scope defined herein within budget and schedule.

Subtask 1.1: Contract Administration. This task includes activities associated with administration of the contract and coordination with Ontario. It includes the following items:

- Manage Jacobs project staff for execution of work tasks.
- Project documentation and coordination.

- Monitor project progress, including work completed, work remaining, budget expended, schedule, estimated cost of work remaining, and estimated cost at completion. Coordinate with and provide periodic updates to the Ontario Collections Superintendent.
- Monitor project activities for potential changes, anticipate changes when possible, and with Ontario's approval, modify project tasks, budgets, and approach.
- Prepare and submit monthly billing with a brief description of the work completed during that billing cycle.

Task 1 Deliverables. The following deliverables will be issued to Ontario:

- Monthly project invoice statements with a brief description of the work performed

Task 1 Assumptions. Following are assumptions related to Task 1 activities:

- Based on overall project duration of 7 months

Task 2 – Services During Construction

Jacobs will provide Services during Construction (SDCs) to assist Ontario in administering the contract for construction, monitor the performance of the construction Contractor, verify that the Contractor's work is substantially compliant with the contract documents, and assist Ontario in responding to events that occur during the construction phase of the project. The SDCs are based upon the understanding that Ontario will contract directly with the Contractor and will be actively involved in the construction process and will make decisions, provide approvals, and perform other actions necessary for the completion of the construction. These SDCs are also based upon Ontario executing a contract for construction with the Contractor that is consistent with Jacobs' Agreement and with these SDCs, and which provides the requisite authority for Jacobs to fulfill its SDC responsibilities.

Jacobs' SDCs are based upon the schedule or duration of construction anticipated at the time that these services are agreed upon. Deviations from the anticipated schedule or duration of construction will materially affect the scope of these SDCs and Jacobs' compensation for the SDCs, and will require an adjustment to Jacobs' compensation. Jacobs will not be responsible for the means, methods, techniques, sequences or procedures of the Contractor, safety, nor shall Jacobs be responsible for the Contractor's failure to perform in accordance with the contract documents.

Subtask 2.1: Field Inspection. Jacobs will provide field inspection services to observe the general quality of the work and review specific items of work that are brought to the attention of the design team members, by the Contractor, or Ontario. The amount of time assumed is 7 hours per week including travel for site visits and offsite coordination time for the expected 10 weeks of active construction. This does not include time for any contract time extensions if required by the Project or the Contractor to achieve final completion. Overtime and contract time extension, if required by Ontario and Jacobs, will be addressed in an amendment to this task order. Jacobs does not guarantee the performance of the Contractor. Jacobs' observations shall not relieve the Contractor from responsibility for performing the work in accordance with the contract for construction, and Jacobs shall not assume liability in any respect for the construction of the project. Jacobs shall, with the assistance of Ontario, obtain written plans from the Contractor for quality control of its work, and will monitor the Contractor's compliance with its plan.

Sub-Task Activity 2.1.1 - Inspection Field Reports & Photographic Records. Jacobs staff visiting the site and inspecting work will record their observations. Jacobs staff will arrange for monthly photographs of the work in progress by the Contractor which will be made available to Ontario. Jacobs' observation of the work is not an exhaustive observation or inspection of all work performed by the Contractor.

Sub-Task Activity 2.1.2 – Safety. Jacobs will manage the health, safety and environmental activities of its staff to achieve compliance with applicable health and safety laws and regulations. Jacobs will coordinate its health, safety, and environmental program with the responsibilities for health, safety, and environmental compliance specified in the contract for construction. Jacobs will coordinate with responsible parties to correct conditions that do not meet applicable federal, state, and local occupational safety and health laws and regulations, when such conditions expose Jacobs staff, or staff of Jacobs subcontractors, to unsafe conditions. Jacobs will notify affected personnel of site conditions that Jacobs observes as posing an imminent danger to them.

- Jacobs is not responsible for health or safety precautions of construction workers. Jacobs is not responsible for the Contractor's compliance with the health and safety requirements in the contract for construction, or with federal, state, and local occupational safety and health laws and regulations.

Sub-Task Activity 2.1.3 - Specialty Inspections. Ontario will subcontract directly with an outside firm if specialty inspections are requested. No specialty inspections are anticipated during this project.

Sub-Task Activity 2.1.4 - Independent Testing, Inspection and Survey Services. Through the construction contract, the Contractor will employ independent firms for the material testing, regular inspection, survey, or other services related to verifying the quality of the Contractor's work. Jacobs will transmit the special inspection reports, findings or other information received from Contractor to Ontario. Jacobs shall not be responsible for the accuracy or completeness of the work and reports of the independent testing, inspection and survey firms contracted directly with the Contractor.

Sub-Task Activity 2.1.5 - Subsurface and Physical Conditions. Whenever the Contractor notifies Jacobs or Ontario of subsurface or physical conditions at the site that the contract for construction provides should be so notified, Jacobs will advise Ontario and observe the conditions at the site. Jacobs will advise Ontario as to the appropriate action(s), and will assist Ontario in responding to Contractor. Engineering and technical services that are required to investigate the subsurface or physical conditions shall be considered an Additional Service.

Sub-Task Activity 2.1.6 - Deficient and Non-conforming Work. Should Jacobs discover or believe that any work by the Contractor is not in accordance with the contract for construction, or is otherwise defective, or not conforming to requirements of the contract or applicable rules and regulations, Jacobs will bring this to the attention of Contractor and Ontario. Jacobs will thereupon monitor the Contractor's corrective actions and shall advise Ontario as to the acceptability of the corrective actions.

Sub-Task 2.2 - Requests for Information, Field Instructions and Orders. Jacobs will review the Contractor's requests for information or clarification of the contract for construction. Jacobs will coordinate such review with the design team and with Ontario as appropriate. Jacobs will coordinate and issue responses to the requests, log and track the Contractor's

requests and will issue field instructions, orders or similar documents during construction as provided in the contract for construction.

- Jacobs will receive, log, and notify Ontario about letters and notices from the Contractor concerning claims or disputes between the Contractor and Ontario pertaining to the acceptability of the work or the interpretation of the requirements of the contract for construction. Jacobs will review such letters and notices and will discuss them with the Contractor to understand each such claim or dispute. Jacobs will advise Ontario regarding the Contractor's compliance with the contract requirements for such claims and disputes. Jacobs will assist Ontario in discussions with the Contractor to resolve claims and disputes.
- Jacobs will not, except as part of Additional Services, undertake comprehensive and detailed investigation or analysis of Contractor's claims and disputes, nor participate in judicial or alternative dispute resolution procedures for the claims or disputes.
- Proposed Substitutions: Jacobs will assist Ontario in reviewing and responding to the Contractor's requests for substitution of materials and equipment. Jacobs will review such requests and will advise Ontario as to the acceptability of such substitutions.
- It is assumed that RFI review will not exceed 10 hours for the duration of the construction contract.

Sub-Task 2.3 - Meetings. In addition to the project pre-construction conference, Jacobs will conduct weekly meetings with the Contractor, prepare the agenda and distribute meeting minutes.

Sub-Task Activity 2.3.1 - Pre-Construction Conference. Jacobs shall coordinate and attend one pre-construction conference with the Contractor to review the project communication, coordination, and other procedures, and discuss the Contractor's general work plan and requirements for the project. Jacobs will take minutes or will otherwise record the results of this conference.

Sub-Task Activity 2.3.2 - Progress Meetings. In addition to the pre-construction conference, Jacobs will conduct weekly on-site construction progress meetings with the Contractor during periods of active construction. The level of effort for progress meetings aligns with the expected 10 weeks of active construction. The time for weekly meetings is included in the field observation Subtask 2.1.

Sub-Task 2.4 - Review Pay Requests and Potential Change Orders. Jacobs will receive and review the Contractor's requests for payment and will provide engineering and administration for request for quotations from the contractor for modifications to the contract documents. Jacobs will determine whether the amount requested reflects the progress of the Contractor's work and is in accordance with the contract for construction and shall provide recommendations to Ontario as to the acceptability of the requests. Jacobs will advise Ontario as to the status of the total amounts requested, paid, and remaining to be paid under the terms of the contract for construction.

- Recommendations by Jacobs to Ontario for payment will be based upon Jacobs' knowledge, information, and belief from its observations of the work on site and selected sampling that the work has progressed to the point indicated. Such recommendations do not represent that continuous or detailed examinations have been made by Jacobs to ascertain that the Contractor has completed the work in exact

accordance with the contract for construction; that Jacobs has made an examination to ascertain how or for what purpose the Contractor has used the monies paid; that title to any of the work, materials or equipment has passed to Ontario free and clear of liens, claims, security interests, or encumbrances.

- Minor Variations in the Work: Jacobs may authorize minor variations in the work which do not involve an adjustment in the Contractor's contract price nor time for construction and are not inconsistent with the intent of the contract documents.
- Coordinate Issuance of Changes: Jacobs will assist Ontario with the issuance of changes to the contract for construction. Design and engineering services to prepare drawings, specifications and other information for the change shall be considered as Additional Services, and shall entitle Jacobs to additional compensation for the design services. Jacobs will receive and review the Contractor's response to the request for change and will obtain such further information as is necessary to evaluate the basis for the Contractor's proposal. Jacobs will assist Ontario with negotiations of the proposal and, upon approval by the Owner, prepare final change order documents for execution by Ontario and Contractor.
- Review of Contractor's Requested Changes: Jacobs shall review Contractor-requested changes to the contract for construction. Jacobs will make recommendations to Ontario regarding the acceptability of the Contractor's request, and upon approval of Ontario, assist Ontario in negotiations of the requested change. Upon agreement and approval, Jacobs will prepare final change order documents. Design and engineering services of Jacobs to review Contractor initiated changes and to prepare drawings and specifications for issuance to the Contractor shall be considered as Additional Services, entitling Jacobs to additional compensation.
- Change Order Reports: Jacobs will provide periodic reports to Ontario about the status of Change Orders. The report shall include issued Change Orders, pending change orders, and change order amounts. It is assumed that no more than 2 change orders will be reviewed at a total of 2 hours per change order.

Sub-Task 2.5 - Review Schedule and Submittals. Jacobs' scope shall be based upon the scope of work in the contract for construction and shall include a maximum of two submissions by the Contractor for each shop drawing, sample, or submission. Should there be additional reviews required of Jacobs and the design team, Jacobs shall be entitled to additional compensation. Jacobs will review the following Contractor submittals:

- Review of Shop Drawings, Samples and Submittals: Jacobs will coordinate with the design team for the reviews of the Contractor's shop drawings, samples, and other submittals. Jacobs will log and track shop drawings, samples, and submittals. Jacobs design team's review of shop drawings, samples and submittals shall be for general conformance with the design concept and general compliance with the requirements of the contract for construction. Such review shall not relieve the Contractor from its responsibility for performance in accordance with the contract for construction, nor is such review a guarantee that the work covered by the shop drawings, samples, and submittals is free of errors, inconsistencies, or omissions.
- Contractor's Schedule Submittal: Jacobs will review the Contractor's construction schedule and verify that it is consistent with the requirements of the contract for construction. Jacobs will advise the Contractor of areas where the schedule is not in

compliance with the contract for construction. Jacobs will provide comments to the Owner to assist the Owner in approving, accepting, or taking other action on the contractor's schedule, in accordance with the contract for construction. Jacobs' review and comments shall not be considered as a guarantee or confirmation that the Contractor will complete the work in accordance with the contract for construction.

- **Contractor's Schedule Updates:** Jacobs will review the Contractor's periodic schedule updates or other schedule submissions. Jacobs will advise the Contractor if the updates or other submissions are not in accordance with the contract for construction. Jacobs will provide comments to Ontario regarding the updates or other submissions.

Sub-Task 2.6 - Start-Up, Close Out and Warranty Services. Jacobs will assist Ontario in closing out the contract for construction and commencement of Ontario's use of the completed work. Jacobs' services shall include completion of the following subtask activities.

Sub-Task Activity 2.6.1 - Substantial Completion. Jacobs will assist Ontario with inspections at substantial and final completion, in accordance with the contract for construction. Jacobs will prepare up to one punch list of items requiring completion or correction. Jacobs shall make recommendations to Ontario regarding acceptance of the work based upon the results of the final inspection.

Sub-Task Activity 2.6.2 - Final Completion - Jacobs will assist Ontario in issuing documents for final completion and acceptance of the work. Jacobs will advise Ontario on final payment, release of retention, and release of insurance and bonds.

Sub-Task Activity 2.6.3 - Warranties, Guarantees, Lien Releases. Jacobs will coordinate with the Contractor for the submission of required warranties, guarantees, lien releases, and other similar documents, as required by the contract for construction. Jacobs will advise Ontario as to the acceptability and compliance of these documents with the contract for construction.

Sub-Task 2.7 - Record Drawings. Jacobs will coordinate the Contractor's submittal of as-built drawings and other field documents. The record drawings will be a copy of the contract drawings with markups provided by Contractor. Jacobs will transfer the contractor markups to a PDF copy of the contract drawings using a PDF editing program. Jacobs does not warrant the accuracy of the record drawings since they are prepared with information prepared by others. Record drawings shall be transmitted electronically to Ontario.

Sub-Task 2.8 - Operations & Maintenance Manual. Jacobs will develop an Operations and Maintenance (O&M) manual describing the operation of the upgraded sewer line and its interface with the existing SRCI Lift Station. Specifically, the manual will describe under which circumstances (flows and forcemain cleaning frequency) the SRCI Lift Station should be brought online and how to bring it online. It will also describe the role of the new pressure transducer that shows how much water has been backed up into the upgraded sewer line and at which pressures wastewater may be close to overflowing manholes in the upstream collection system.

Project Schedule

Construction of the SRCI Sewer Line Upgrade project is expected to last approximately 7 months, starting in late November 2021. This support may be extended or modified with a Project Change Notice.

Compensation

Compensation for this effort will be on hourly rate basis not to exceed as shown in the following table. MSA billing terms will be followed for this task order. Monthly invoices will be issued.

Task 1: Project Management	\$2,000
Task 2: Services During Construction	\$19,200
Total	\$21,200

MASTER AGREEMENT FOR PROFESSIONAL SERVICES

TASK ORDER FORM

Effective Date: January 12, 2022

Task Order No. **05**

Task Order Name:

Description of Task Order

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

Services Authorized

Client authorizes Engineer to perform the Services described in Exhibit A attached hereto and incorporated herein.

Pricing

\$21,200 Time and Expense on the basis of Engineer’s cost, including overhead, plus 15 percent markup, of which will not be exceeded without prior written authorization from the City.

Schedule

Services may commence on January 12, 2022

Services are estimated to be complete by August 1, 2022

Other

CLIENT: CITY OF ONTARIO

JACOBS ENGINEERING GROUP INC.

By: _____

By: _____



**AGENDA REPORT
NEW BUSINESS**
January 11, 2022

To: Mayor and City Council

FROM: Paul Woods, City Engineer

THROUGH: Adam J. Brown, City Manager

SUBJECT: AWARD OF ENGINEERING ROSTER SELECTION FOR GENERAL ENGINEERING SERVICES

DATE: December 22, 2021

PROPOSED MOTION:

I MOVE THE CITY COUNCIL APPROVE THE PROPOSED LIST OF ENGINEERING FIRMS TO THE CITY'S ON-CALL GENERAL ENGINEERING SERVICES ROSTER AND DIRECT STAFF TO NEGOTIATE MASTER SERVICE AGREEMENTS WITH EACH FIRM AND SUCH AGREEMENTS WILL BE APPROVED BY COUNCIL PRIOR TO THE AWARD OF WORK UNDER THIS SELECTION PROCESS.

SUMMARY:

On October 27, 2021, the City published a request for proposals to provide On-Call Engineering and Surveying Services. The RFP described 5 service categories and encouraged interested companies to submit their qualifications for any relevant category for which the company had experience. Submittals were open until December 4, 2021 and the City received 7 submittals by the due date.

BACKGROUND:

On October 27, 2021, the City published a request for proposals to provide On-Call Engineering and Surveying Services. The RFP described 5 service categories and encouraged interested companies to submit their qualifications for any relevant category for which the company had experience. Submittals were open until December 4, 2021 and the City received 7 submittals by the due date. In evaluating all of the proposals, staff is recommending that all 7 respondents be added to the City's On-Call Engineering Services Roster.

CURRENT SITUATION:

An internal scoring team evaluated and scored each proposal in accordance with the criteria outlined in the RFP. The scoring criteria consisted of:

1. General qualifications and responsiveness;
2. Understanding and approach to on engineering projects;
3. Rate schedule and pricing information

4. Category-specific company qualifications; and
5. Category-specific technical personnel.

The roster recommendations are as follows:

Category 1: General Civil Planning and Engineering

Brecken Land Design

Keller Associates

CK3, LLC

Anderson Perry & Associates

Murraysmith

RH2

Category 2: Land Surveying and Mapping Services

Anderson Perry & Associates

CK3, LLC

Category 3: Transportation System Analysis, Planning and Engineering

Keller Associates

Kittelson & Associates

Category 4: Water System Engineering

Keller Associates

Anderson Perry & Associates

Murraysmith

RH2

Category 5: Wastewater System Engineering

Keller Associates

Anderson Perry & Associates

Murraysmith

RH2

ANALYSIS:

- A. **STRATEGIC PLAN** Updating the City's On-Call Engineering Services Roster is consistent with the Strategic Plan's goals of providing the best services to the citizens.
- B. **FINANCIAL** There is no financial impact from updating the On-Call Engineering Services Roster.
- C. **TIMING** With all the anticipated engineering work, having an updated On-Call Engineering Roster is needed as soon as possible.
- D. **POLICY/LEGAL** Award of the on-call engineering services roster can only be approved by the City Council.

ALTERNATIVES:

If the On-Call Engineering Services Roster is not updated, the City will be limited to the current roster.

RECOMMENDATION:

Staff recommends approval of the update On Call Engineering Roster.

ATTACHMENTS:

1. Memo to Council for On-Call Engineering Roster Evaluation
2. City Council Update January 11



Engineering Division
1551 NW 9th St
Ontario, OR 97914
Public Works (541) 889-8572

Memorandum

To: Mayor and City Council
From: Paul Woods, P.E., City Engineer
C.C. Adam Brown, City Manager
Date: January 5, 2022
RE: Update to City's On-Call Engineering and Surveying Services Roster

On October 27, 2021, Jacobs on behalf of the City of Ontario, published a request for proposals to provide On-Call Engineering and Surveying Services. The RFP described 5 service categories and encouraged interested companies to submit their qualifications for any relevant category for which the company had experience. Submittals were open until December 4, 2021 and the City received 7 submittals by the due date.

Upon receiving the submittals, an internal scoring team evaluated and scored each proposal in accordance with the criteria outlined in the RFP. The scoring criteria consisted of:

1. General qualifications and responsiveness;
2. Understanding and approach to on engineering projects;
3. Rate schedule and pricing information
4. Category-specific company qualifications; and
5. Category-specific technical personnel.

The members of the scoring team were:

Adam Brown, City Manager
Paul Woods, City Engineer
Al Cablay, Public Works Director
Dan Cummings, Planning Director
Al Haun, Sr Engineering Technician
Casey Mordhorst, Operations Superintendent

The average results of the individual scoring evaluations are as follows:

Category 1: General Civil Planning and Engineering

<u>Company</u>	<u>Average Score</u>
Brecken Land Design	83.2
Keller Associates	93.7
CK3, LLC	86.2
Anderson Perry & Associates	88.3
Murraysmith	92.5
RH2	89.3

Category 2: Land Surveying and Mapping Services

<u>Company</u>	<u>Average Score</u>
Anderson Perry & Associates	89.2
CK3, LLC	89.8

Category 3: Transportation System Analysis, Planning and Engineering

<u>Company</u>	<u>Average Score</u>
Keller Associates	93.8
Kittelson & Associates	92.7

Category 4: Water System Engineering

<u>Company</u>	<u>Average Score</u>
Keller Associates	93.7
Anderson Perry & Associates	90.3
Murraysmith	93.5
RH2	90.2

Category 5: Wastewater System Engineering

<u>Company</u>	<u>Average Score</u>
Keller Associates	94.2
Anderson Perry & Associates	90.3
Murraysmith	93.0
RH2	89.3

Based on the scoring of the evaluation team, staff is recommending that the City of Ontario On-Call Engineering Roster qualify all respondents in the respective categories listed above.



Recommendation of On-Call Engineering Roster

Category 1: General Civil Planning and Engineering

<u>Company</u>	<u>Average Score</u>
Brecken Land Design	83.2
Keller Associates	93.7
CK3, LLC	86.2
Anderson Perry & Associates	88.3
<u>Murraysmith</u>	92.5
RH2	89.3

Category 2: Land Surveying and Mapping Services

<u>Company</u>	<u>Average Score</u>
Anderson Perry & Associates	89.2
CK3, LLC	89.8

Category 3: Transportation System Analysis, Planning and Engineering

<u>Company</u>	<u>Average Score</u>
Keller Associates	93.8
<u>Kittelson & Associates</u>	92.7

Category 4: Water System Engineering

<u>Company</u>	<u>Average Score</u>
Keller Associates	93.7
Anderson Perry & Associates	90.3
<u>Murraysmith</u>	93.5
RH2	90.2

Category 5: Wastewater System Engineering

<u>Company</u>	<u>Average Score</u>
Keller Associates	94.2
Anderson Perry & Associates	90.3
<u>Murraysmith</u>	93.0
RH2	89.3





**AGENDA REPORT
NEW BUSINESS
January 11, 2022**

To: Mayor and City Council

FROM: Paul Woods, City Engineer

THROUGH: Adam J. Brown, City Manager

SUBJECT: **MEMORANDUM OF AGREEMENT WITH PHEASANTS FOREVER AND OREGON
DEPARTMENT OF FISH & WILDLIFE**

DATE: December 22, 2021

PROPOSED MOTION:

I MOVE THE CITY COUNCIL APPROVE THE PROPOSED MEMORANDUM OF AGREEMENT BETWEEN THE CITY OF ONTARIO AND PHEASANTS FOREVER AND OREGON DEPARTMENT OF FISH & WILDLIFE AND AUTHORIZE THE MAYOR TO SIGN THE AGREEMENT.

SUMMARY:

The City previously entered into a Memorandum of Understanding with Pheasants Forever and the Oregon Department of Fish & Wildlife to allow access to both Malheur and Skyline Farm sites for hunting and fishing access as well as habitat improvement efforts. The term of the MOU expired and the City was in the middle of re-permitting the land application of recycled water with Oregon DEQ. With those efforts complete and the necessary language modifications agreed to by all parties, the MOU is now ready for consideration by Council.

BACKGROUND:

The City previously entered into a Memorandum of Understanding with Pheasants Forever and the Oregon Department of Fish & Wildlife to allow access to both Malheur and Skyline Farm sites for hunting and fishing access as well as habitat improvement efforts. The term of the MOU expired and the City was in the middle of re-permitting the land application of recycled water with Oregon DEQ.

CURRENT SITUATION:

With the final recycled water plan approved by DEQ and the necessary language modifications agreed to by all parties, the MOU is now ready for consideration by Council.

ANALYSIS:

- A. **STRATEGIC PLAN** Under both the Desirability and Lifestyle this project would fit under the "Create more things to do" strategy. Specifically, the plan mentions two

activities to have more city-sponsored activities, and to establish trails and community gathering places.

- B. **FINANCIAL** There is no financial impact from entering into the MOU.
- C. **TIMING** With the recycled water plan approved by DEQ, the time is appropriate for approval of the agreement.
- D. **POLICY/LEGAL** The City has the authority to enter into this agreement.

ALTERNATIVES:

The City could reject the MOU and restrict public access to these parcels.

RECOMMENDATION:

Staff recommends approving the MOU.

ATTACHMENTS:

1. MOU- City of Ontario- Pheasants Forever 2021 Update - Final Version

MEMORANDUM OF UNDERSTANDING

Property Use Agreement- City of Ontario, Malheur and Skyline Farms Parcels

This Memorandum of Understanding (MOU) is made and entered into by and between the State of Oregon, acting by and through its Department of Fish and Wildlife, hereinafter referred to as “ODFW”; City of Ontario, Oregon, hereinafter referred to as “the City”; and the Malheur County Chapter of Pheasants Forever, Inc., a Minnesota corporation, hereinafter referred to as “Pheasants Forever”; all herein referred to individually or collectively as the “Party” or “Parties.”

RECITALS

1. ODFW is an agency of the State of Oregon with the statutory authority for management of Oregon’s fish and wildlife resources (ORS 196 through 513). ODFW’s mission is to protect and enhance Oregon’s fish and wildlife and their habitats for use and enjoyment by present and future generations.
2. The City is the property owner of the two land parcels referenced in Malheur County Oregon.
3. Pheasants Forever is a tax-exempt Minnesota based, membership-based organization dedicated to the conservation of pheasants, quail and other wildlife through habitat improvements, public awareness, education and land management policies and programs.

TERMS AND CONDITIONS

1. **Purpose.** It is the intent of the Parties to document in this MOU, the coordinated efforts regarding the intentions, roles and responsibilities of the Parties.
2. **Term.** This MOU shall become effective when all required signatures have been obtained and shall remain in effect until December 31, 2024. The MOU may be terminated by any party for any reason, on 30-days prior written notice, delivered at any time by certified mail or in person.
3. **Roles and Responsibilities.** Unless otherwise agreed in writing, the Parties will have the following roles and responsibilities as to the Property, hereinafter referred to as “Premises”.
 - a. ODFW shall allow fishing access to the Malheur River and hunting on the Premises in accordance with the terms of this Agreement, with respect to the contract farmer, and in accordance with fish and game regulations of the State of Oregon (Fishing and any type of access is not allowed to any of the water treatment ponds on either property).
 - b. The City intends to allow ODFW and Pheasants Forever access to the Premises for the limited purpose of providing controlled public access for fishing, for migratory and upland bird hunting and for archery-only big game hunting.
 - i. The City is waiving the Access and Habitat (A&H) Fee and providing hunting access free of charge to Pheasants Forever and ODFW.
 - ii. The City may impose any restrictions on Pheasants Forever’s activities on the Premises that negatively impact the City’s Farm Lessee or that interferes with the City’s wastewater treatment operations including land application of recycled water.

- iii. The City reserves the right to modify the terms of use in the future, including for its Greenbelt trail system and for a public park. The City shall give the Parties 30 days notice in advance of its intent to modify the terms of use for the Premises that may require additional restrictions on hunting on the Premises.
 - c. Pheasants Forever intends to use the Premises for the limited purpose of providing controlled public access for fishing, for migratory and upland bird hunting and for archery-only big game hunting.
 - d. The Parties use of the Premises.
 - i. *Permitted Use.* Pheasants Forever shall use the Premises for the limited purposes of: 1) fishing; 2) migratory and upland bird hunting; and 3) archery-only big game hunting. Pheasants Forever and ODFW will permit members of the public to hunt and fish on the Premises in accordance with the terms of this Agreement and in accordance with fish and game regulations of the State of Oregon.
 - ii. *Prohibited Use.* The parties acknowledge that the use of the Premises as set forth above in "The Parties use of the Premises" section "i" is for a recreational purpose as defined in ORS 105.672(5). Pheasants Forever is prohibited from using the Premises, and from allowing the public to use the Premises, for any purpose that is not a recreational purpose as defined in ORS 105.672(5).
 - iii. *Construction and Maintenance of Improvements.* Pheasants Forever and ODFW may construct and maintain certain improvements to the Premises, as approved by the City in advance. ODFW and Pheasants Forever may also assist with habitat improvements in non-crop areas, either financially or otherwise pending approval from the City. Pheasants Forever and ODFW shall obtain the City's approval in advance before constructing any other improvements on the Premises. Upon final termination of this MOU, the City may, at its option, retain ownership of the improvements or require the improvements to be removed by Pheasants Forever.
 - iv. *Restrictions on Use.* ODFW's and Pheasants Forever's hunting rights on the Premises are subject to the City's continuing use of the Premises for its wastewater treatment operations including land application of recycled water,. Pheasants Forever shall be responsible for controlling hunting on the Premises so as not to negatively impact the City's Farm Lessee operations.
- 4. Insurance. Pheasants Forever shall obtain and maintain a bodily injury and property damage insurance policy with a responsible company in the amount of the current Oregon Tort Claims Act liability limits, plus any annual adjustments. Such insurance shall cover all risks arising directly or indirectly out of Pheasants Forever's activities on or any condition of the Premises, shall protect Pheasants Forever against the claims of the City on account of the obligations assumed by Pheasants Forever under the provisions of the indemnification paragraph contained herein, and shall protect the City and Pheasants Forever against any and all claims of third persons. Pheasants Forever shall maintain the insurance required under the MOU and shall name the City as an additional insured on its insurance policy. Pheasants Forever shall provide the City with evidence of its insurance coverage in compliance with the MOU before the term begins and within 30 days before any modification or cancellation of such insurance. The City acknowledges that it remains responsible for any liability to

any third party to the extent such liability arises from the City's negligence or other misconduct and exceeds the limits of Pheasants Forever's contractual liability insurance coverage required under this MOU.

5. Indemnification. During the MOU term and any renewal term, Pheasants Forever shall indemnify the City and hold it harmless from any claims arising from activities conducted on the Premises by Pheasants Forever or by members of the public permitted on the Premises by Pheasants Forever.
6. Coordination and Consultation. The Parties will coordinate their respective actions under this MOU and will consult with one another prior to taking significant actions that may affect the actions of another Party under the MOU. Unless otherwise agreed, the principal contacts identified below will be responsible for ensuring appropriate coordination and consultation actions under the MOU.
7. Public Information. The Parties agree that their respective actions under this MOU will be conducted in a transparent and accountable manner, and further understand that information and records generated as a result of their respective actions may be subject to public disclosure at any time during the term of the MOU.
8. Principal Contacts and Notices. Each Party will designate a principal contact for MOU matters, who, among other things, will be responsible for receiving and distributing information related to this MOU. Any notice between the Parties shall be given in writing (personal delivery, facsimile, electronic mail or mailing the same, postage prepaid) to the principal contacts as listed below. The Parties shall notify each other in writing of any contact information changes during the term of this MOU and notice is not complete until confirmed in writing by the other Party.
 - a. ODFW: Tom Segal, Malheur Watershed Habitat Biologist, 3814 Clark Blvd, Ontario, OR 97914, 541-889-6975, Thomas.P.Segal@state.or.us
 - b. The City: Adam Brown, City Manager, 444 SW 4th Street., Ontario, OR 97914, 541-881-3201, adam.brown@ontariooregon.org
 - c. Pheasants Forever: David B. Stiefvater, Manager, 446 NW 5th Ave., Ontario, OR 97914, 541-881-6491, dbstiefvater@gmail.com.com
9. Non-Binding Nature of MOU. This MOU is nonbinding and is neither a fiscal nor a funds obligation document and should not be construed as a commitment by any Party. Such endeavors will be outlined in separate documents that shall be made in writing by representatives of the Parties and shall be independently authorized by appropriate statutory authority. This MOU does not provide such authority. Specifically, this MOU does not establish authority for competitive award to the Parties of this MOU. Notwithstanding the signing or delivery of the MOU, or any past, present or future actions or approvals by any Party based upon this MOU, none of the Parties are under any legal obligation with respect to the intentions outlined above and no binding commitment of any nature whatsoever will be implied.

10. Modification. The terms of this MOU shall not be waived, altered, modified, supplemented or amended, in any manner whatsoever, except by written agreement signed by the Parties.

11. Counterpart Signatures. This MOU may be executed in several counterparts (facsimile or otherwise) all of which when taken together shall constitute one agreement endorsed by all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this MOU so executed shall constitute an original.

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

STATE OF OREGON, by and through its
Department of Fish and Wildlife

By _____
Acting Deputy Director for Administration:
William A. Herber

Date _____

THE CITY OF ONTARIO, OREGON

By _____ Mayor,
City of Ontario, Oregon

Date _____

**PHEASANTS FOREVER, INC., Malheur
County Chapter**

By _____

Date _____



**AGENDA REPORT
NEW BUSINESS
January 11, 2022**

To: Mayor and City Council

FROM: Paul Woods, City Engineer

THROUGH: Adam J. Brown, City Manager

SUBJECT: AUTHORIZE PURCHASE OF FILTRATION MEDIA FOR THE CITY'S DRINKING WATER TREATMENT SYSTEM

DATE: December 22, 2021

PROPOSED MOTION:

I MOVE THE CITY COUNCIL AUTHORIZE STAFF TO PROCEED WITH ISSUING A PURCHASE ORDER TO WESTECH ENGINEERING, LLC FOR THE PURCHASE OF FILTRATION MEDIA FOR THE WESTECH FILTRATION UNITS AT THE DRINKING WATER PLANT IN THE AMOUNT OF \$210,490.

SUMMARY:

The city owns and operates WesTech Filtration equipment at the Water Treatment Plant. The filtration equipment uses proprietary filtration media to achieve the performance criteria of the equipment. The filtration media is designed to be removed from the filtration units and replaced with new media. The current media is at the end of its useful life and in need of replacement. The cost to supply the new media onsite is \$210,490. Jacobs staff will remove the old media and place the new media at no additional cost to our current operating contract. The delivery time is 8-12 weeks from the order date and the work needs to be done prior to consumption increasing in April/May.

BACKGROUND:

The city owns and operates WesTech Filtration equipment at the Water Treatment Plant. The filtration equipment uses proprietary filtration media to achieve the performance criteria of the equipment. The filtration media is designed to be removed from the filtration units and replaced with new media. The current media is at the end of its useful life and in need of replacement.

CURRENT SITUATION:

The cost to supply the new media onsite is \$210,490. Jacobs staff will remove the old media and place the new media at no additional cost to our current operating contract. The delivery time is 8-12 weeks from the order date and the work needs to be done prior to consumption increasing in April/May.

ANALYSIS:

- A. **STRATEGIC PLAN** Under the Growth goal of the strategic plan, there is an activity for increasing water capacity. This item allows us to retain our current capacity. Without it, our current capacity would diminish.
- B. **FINANCIAL** The cost of the media is \$210,490 and the funds will be allocated from the Water Fund out of Fund Balance
- C. **TIMING** The delivery time is 8-12 weeks from the order date and the work needs to be done prior to consumption increasing in April/May.
- D. **POLICY/LEGAL** The equipment requires procurement of the proprietary media and therefore this purchase is considered sole source. The council is required to approve this purchase by policy.

ALTERNATIVES:

If the purchase order is not approved the ability to provide safe reliable drinking water becomes more difficult in the summer months when greater proportions of river water make performance difficult.

RECOMMENDATION:

Staff recommends approving the purchase of new media through WesTech.

ATTACHMENTS:

1. Sales - Quote 140419
2. WesTech Media Purchase Request for City Council Update January 11 (1)

WESTECH QUOTATION

WestTech®	P.O. BOX 65068 SALT LAKE CITY, UTAH 84165-0068	Phone: 801-265-1000 Fax: 801-265-1080	Quotation No. Q38536-140419
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Thank you for the opportunity to quote you with your equipment needs.

Please review the following and contact us to place an order or ask any question.

Date: 12/16/2021	Proj Manager: JEFFREY FLITTON	Ship Via: BEST WAY
RFQ No.:	Prime Job No: 19460A	Freight: FOB SHIPPING POINT, FREIGHT PREPAID & ADDED
Quoted by: JEFFREY FLITTON	Prime Name: ONTARIO WTP	
Phone: 801-290-1512 or 801-290-1208	Equipment: PACKAGE PLANT	Lead Time: 8 WEEKS
Email: JFLITTON@WESTECH-INC.COM	Tax Exemption No.:	Quote Valid: 15 days
For Group: 15	Payment Terms: NET 30 DAYS	

Bill To:	JACOBS RICH GIANI OPERATIONS MANAGEMENT INTERNATIONAL, INC. PO BOX 241329 DENVER, CO 80224 UNITED STATES OF AMERICA	Ship To:	ONTARIO WTP RICH GIANI 1551 NW 9TH STREET 73497 ONTARIO, OR 97914 UNITED STATES OF AMERICA
CHT030			
Tel/Cell:	/ 717-329-9910 RICHARD.GIANI@JACOBS.COM	Tel/Cell:	/ 717-329-9910

Doc	No.	Part/Dwg Number	Description	Qty	Units	Unit Price	Net Price
3409	702	3409-702	ANTHRACITE 1.0-1.1mm (UC = 1.75 OR LESS)	890	FT3	\$17.00	\$15,130.00
3409	703	3409-703	SILICA SAND 0.5-0.6mm (UC = 1.75 OR LESS)	616	FT3	\$10.00	\$6,160.00
3409	704	3409-704	GARNET SAND 0.3-0.4mm (UC=1.75 OR LESS)	200	FT3	\$83.00	\$16,600.00
3409	705	3409-705	GARNET 0.8-0.85mm (UC= 1.75 OR LESS)	200	FT3	\$96.00	\$19,200.00
3409	706	3409-706	BUOYANT MEDIA 1.7-5mm	1180	FT3	\$130.00	\$153,400.00
69194			ESTIMATED FLAT BED FREIGHT = \$29,900.00				

No sales, GST, PST, use, or other taxes have been included in our pricing. No discounts accepted.

Quoted in US Dollars Grand Total \$210,490.00

-Please see the attached General Terms and Conditions. All purchase orders for Aftermarket parts need to be in US dollars.

-Minimum Order amount is US\$100.

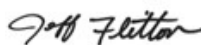
-All information provided with and including this proposal is considered proprietary and is not for distribution without express written consent of Westech Engineering LLC.

-Westech prefers that payments under \$3,000 are processed by Credit Card. Any orders over \$10,000 can not be accepted by Credit Card and will be invoiced at terms. This is to include freight and taxes. A processing fee of up to 4 percent on Credit Cards may be added where allowed by law.

This Quotation is subject to all specifications above as well as all attachments included with this document.

Thank you again for your quote request!

Best Regards,



QF-00-005

Printed By JFLITTON

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12/16/2021 3:30 PM

2/24/06

Terms of Sales

Order No: Q38536-140419

Terms and Conditions appearing in any order based on this proposal which are inconsistent herewith shall not be binding on WesTech Engineering LLC. The sale and purchase of equipment described herein shall be governed exclusively by the foregoing proposal and the following provisions:

- 1. SPECIFICATIONS:** WesTech Engineering LLC is furnishing its standard equipment as outlined in the proposal and as will be covered by final approved drawings. The equipment may not be in strict compliance with the Engineer's/Owner's plans, specifications, or addenda as there may be deviations. The equipment will, however, meet the general intention of the mechanical specifications of these documents.
- 2. ITEMS INCLUDED:** This proposal includes only the equipment specified herein and does not include erection, installation, accessories, nor associated materials such as controls, piping, etc., unless specifically listed.
- 3. PARTIES TO CONTRACT:** WesTech Engineering LLC is not a party to or bound by the terms of any contract between WesTech Engineering LLC's customer and any other party. WesTech Engineering LLC's undertakings are limited to those defined in the contract between WesTech Engineering LLC and its direct customers.
- 4. PRICE AND DELIVERY:** All selling prices quoted are subject to change without notice after 30 days from the date of this proposal unless specified otherwise. Unless otherwise stated, all prices are F.O.B. WesTech Engineering LLC or its supplier's shipping points. All claims for damage, delay or shortage arising from such equipment shall be made by Purchaser directly against the carrier. When shipments are quoted F.O.B. job site or other designation, Purchaser shall inspect the equipment shipped, notifying WesTech Engineering LLC of any damage or shortage within forty-eight hours of receipt, and failure to so notify WesTech Engineering LLC shall constitute acceptance by Purchaser, relieving WesTech Engineering LLC of any liability for shipping damages or shortages.
- 5. PAYMENTS:** All invoices are net 30 days. Delinquencies are subject to a 1.5 percent service charge per month or the maximum permitted by law, whichever is less on all past due accounts. Pro rata payments are due as shipments are made. If shipments are delayed by the Purchaser, invoices shall be sent on the date when WesTech Engineering LLC is prepared to make shipment and payment shall become due under standard invoicing terms. If the work to be performed hereunder is delayed by the Purchaser, payments shall be based on the purchase price and percentage of completion. Products held for the Purchaser shall be at the risk and expense of the Purchaser. Unless specifically stated otherwise, prices quoted are for equipment only. These terms are independent of and not contingent upon the time and manner in which the Purchaser receives payment from the owner.
- 6. PAYMENT TERMS:** Credit is subject to acceptance by WesTech Engineering LLC's Credit Department. If the financial condition of the Purchaser at any time is such as to give WesTech Engineering LLC, in its judgment, doubt concerning the Purchaser's ability to pay, WesTech Engineering LLC may require full or partial payment in advance or may suspend any further deliveries or continuance of the work to be performed by the WesTech Engineering LLC until such payment has been received.
- 7. ESCALATION:** If shipment is, for any reason, deferred by the Purchaser beyond the normal shipment date, or if material price increases are greater than 5% from proposal date to material procurement date, stated prices set forth herein are subject to escalation. The escalation shall be based upon increases in labor and material and other costs to WesTech Engineering LLC that occur in the time period between quotation and shipment by WesTech Engineering LLC. Purchaser agrees to this potential escalation regardless of contradicting terms in the contract, except when an agreed upon escalation adder is included in the price.
 - a) The total quoted revised price is based upon changes in the indices published by the United States Department of Labor, Bureau of Labor Statistics. Labor will be related to the Average Hourly Earnings indices found in the Employment and Earnings publication. Material will be related to the Metal and Metal Products Indices published in Wholesale Prices and Prices Indices.
 - b) Price revision for items furnished to, and not manufactured by WesTech Engineering LLC, which exceed the above escalation calculation, will be passed along by WesTech Engineering LLC to Purchaser based upon the actual increase in price to WesTech Engineering LLC for the period from the date of quotation to the date of

shipment by WesTech Engineering LLC. Any item that is so revised will be excluded from the index escalation calculations set forth in subparagraph (a) above.

- 8. APPROVAL:** If approval of equipment submittals by Purchaser or others is required, a condition precedent to WesTech Engineering LLC supplying any equipment shall be such complete approval.
- 9. INSTALLATION SUPERVISION:** Prices quoted for equipment do not include installation supervision. WesTech Engineering LLC recommends and will, upon request, make available, at WesTech Engineering LLC's then current rate, an experienced installation supervisor to act as the Purchaser's employee and agent to supervise installation of the equipment. Purchaser shall at its sole expense furnish all necessary labor equipment, and materials needed for installation.

Responsibility for proper operation of equipment, if not installed by WesTech Engineering LLC or installed in accordance with WesTech Engineering LLC's instructions, and inspected and accepted in writing by WesTech Engineering LLC, rests entirely with Purchaser; and any work performed by WesTech Engineering LLC personnel in making adjustment or changes must be paid for at WesTech Engineering LLC's then current per diem rates plus living and traveling expenses.

WesTech Engineering LLC will supply the safety devices described in this proposal or shown in WesTech Engineering LLC's drawings furnished as part of this order but excepting these, WesTech Engineering LLC shall not be required to supply or install any safety devices whether required by law or otherwise. The Purchaser hereby agrees to indemnify and hold harmless WesTech Engineering LLC from any claims or losses arising due to alleged or actual insufficiency or inadequacy of the safety devices offered or supplied hereunder, whether specified by WesTech Engineering LLC or Purchaser, and from any damage resulting from the use of the equipment supplied hereunder.

- 10. ACCEPTANCE OF PRODUCTS:** Products will be deemed accepted without any claim by Purchaser unless written notice of non-acceptance is received by WesTech Engineering LLC within 30 days of delivery if shipped F.O.B. point of shipment, or 48 hours of delivery if shipped F.O.B. point of destination. Such written notice shall not be considered received by WesTech Engineering LLC unless it is accompanied by all freight bills for said shipment, with Purchaser's notations as to damages, shortages and conditions of equipment, containers, and seals. Non-accepted products are subject to the return policy stated below.
- 11. TAXES:** Any federal, state, or local sales, use or other taxes applicable to this transaction, unless specifically included in the price, shall be for Purchaser's account.
- 12. TITLE:** The equipment specified herein, and any replacements or substitutes therefore shall, regardless of the manner in which affixed to or used in connection with realty, remain the sole and personal property of WesTech Engineering LLC until the full purchase price has been paid. Purchaser agrees to do all things necessary to protect and maintain WesTech Engineering LLC's title and interest in and to such equipment; and upon Purchaser's default, WesTech Engineering LLC may retain as liquidated damages any and all partial payments made and shall be free to enter the premises where such equipment is located and remove the same as its property without prejudice to any further claims on account of damages or loss which WesTech Engineering LLC may suffer from any cause.
- 13. INSURANCE:** From date of shipment until the invoice is paid in full, Purchaser agrees to provide and maintain at its expense, but for WesTech Engineering LLC's benefit, adequate insurance including, but not limited to, builders risk insurance on the equipment against any loss of any nature whatsoever.
- 14. SHIPMENTS:** Any shipment of delivery dates recited represent WesTech Engineering LLC's best estimate but no liability, direct or indirect, is assumed by WesTech Engineering LLC for failure to ship or deliver on such dates.

WesTech Engineering LLC shall have the right to make partial shipments; and invoices covering the same shall be due and payable by Purchaser in accordance with the payment terms thereof. If Purchaser defaults in any payment when due hereunder, WesTech Engineering LLC may, without incurring any liability therefore to Purchaser or Purchaser's customers, declare all payments immediately due and payable with maximum legal interest thereon from due date of said payment, and at

Terms of Sales

Order No: Q38536-140419

its option, stop all further work and shipments until all past due payments have been made, and/or require that any further deliveries be paid for prior to shipment.

If Purchaser requests postponements of shipments, the purchase price shall be due and payable upon notice from WesTech Engineering LLC that the equipment is ready for shipment; and thereafter any storage or other charge WesTech Engineering LLC incurs on account of the equipment shall be for the Purchaser's account.

If delivery is specified at a point other than WesTech Engineering LLC or its supplier's shipping points, and delivery is postponed or prevented by strike, accident, embargo, or other cause beyond WesTech Engineering LLC's reasonable control and occurring at a location other than WesTech Engineering LLC or its supplier's shipping points, WesTech Engineering LLC assumes no liability in delivery delay. If Purchaser refuses such delivery, WesTech Engineering LLC may store the equipment at Purchaser's expense. For all purposes of this agreement such tender of delivery or storage shall constitute delivery.

15. WARRANTY: WESTECH ENGINEERING LLC WARRANTS EQUIPMENT IT SUPPLIES ONLY IN ACCORDANCE WITH THE WARRANTY EXPRESSED IN THE ATTACHED COPY OF "WESTECH WARRANTY" AGAINST DEFECTS IN WORKMANSHIP AND MATERIALS WHICH IS MADE A PART HEREOF. SUCH WARRANTY IN LIEU OF ALL OTHER WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE, WHETHER WRITTEN, ORAL, EXPRESSED, IMPLIED OR STATUTORY, WESTECH ENGINEERING LLC SHALL NOT BE LIABLE ANY CONTINGENT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES FOR ANY REASON WHATSOEVER.

16. PATENTS: WesTech Engineering LLC agrees that it will, at its own expense, defend all suits or proceedings instituted against Purchaser and pay any award of damages assessed against it in such suits or proceedings, so far as the same are based on any claim that the said equipment or any part thereof constitutes an infringement of any apparatus patent of the United States issued at the date of this Agreement, provided WesTech Engineering LLC is given prompt notice in writing of the institution or threatened institution of any suit or proceeding and is given full control of the defense, settlement, or compromise of any such action; and Purchaser agrees to give WesTech Engineering LLC needed information, assistance, and authority to enable WesTech Engineering LLC so to do. In the event said equipment is held or conceded to infringe such a patent, WesTech Engineering LLC shall have the right at its sole option and expense to a) modify the equipment to be non-infringing, b) obtain for Purchaser the license to continue using said equipment, or c) accept return of the equipment and refund to the Purchaser the purchase price thereof less a reasonable charge for the use thereof. WesTech Engineering LLC will reimburse Purchaser for actual out-of-pocket expenses, exclusive of legal fees, incurred in preparing such information and rendering such assistance at WesTech Engineering LLC's request. The foregoing states the entire liability of WesTech Engineering LLC, with respect to patent infringement; and except as otherwise agreed to in writing, WesTech Engineering LLC assumes no responsibility for process patent infringement.

17. SURFACE PREPARATION AND PAINTING: If furnished, shop primer paint is intended to serve only as minimal protective finish. WesTech Engineering LLC will not be responsible for the condition of primed or finish painted surfaces after equipment leaves its shops. Purchasers are invited to inspect paint in shops for proper preparation and application prior to shipment. WesTech Engineering LLC assumes no responsibility for field surface preparation or touch-up of shipping damage to paint. Painting of fasteners and other touch-up to painted surfaces will be by Purchaser's painting contractor after mechanism installation.

Motors, gear motors, and other components not manufactured by WesTech Engineering LLC will be painted with that manufacturer's standard paint system. It is WesTech Engineering LLC's intention to ship major steel components as soon as fabricated, often before drive, motors, and other manufactured components. Unless Purchaser can ensure that shop primed steel shall be field painted within thirty (30) days after arrival at the job site, WesTech Engineering LLC encourages the Purchaser to order these components without primer.

WesTech Engineering LLC's prices are based on paints and surface preparations as outlined in the main body of this proposal. In the event that an alternate paint system is selected, WesTech Engineering LLC requests that Purchaser's order advise of the paint selection. WesTech Engineering LLC will then either adjust the price as may be necessary to comply or ship the material unpainted if compliance is not possible due to application problems or environmental controls.

18. CANCELLATION, SUSPENSION, OR DELAY: After acceptance by WesTech Engineering LLC, this proposal, or Purchaser's order based on this proposal, shall be a firm agreement and is not subject to cancellation, suspension, or delay except upon payment by Purchaser of appropriate charges which shall include all costs incurred by WesTech Engineering LLC to date of cancellation, suspension, or delay plus a reasonable profit. Additionally, all charges related to storage and/or resumption of work, at WesTech Engineering LLC's plant or elsewhere, shall be for Purchaser's sole account; and all risks incidental to storage shall be assumed by Purchaser.

19. RETURN OF PRODUCTS: No products may be returned to WesTech Engineering LLC without WesTech Engineering LLC's prior written permission. Said permission may be withheld by WesTech Engineering LLC at its sole discretion.

20. BACKCHARGES: WesTech Engineering LLC will not approve or accept backcharges for labor, materials, or other costs incurred by Purchaser or others in modification, adjustment, service, or repair of WesTech Engineering LLC-furnished materials unless such back charge has been authorized in advance in writing by a WesTech Engineering LLC employee, by a WesTech Engineering LLC purchase order, or work requisition signed by WesTech Engineering LLC.

21. INDEMNIFICATION: Purchaser agrees to indemnify WesTech Engineering LLC from all costs incurred, including but not limited to court costs and reasonable attorney fees, from enforcing any provisions of this contract, including but not limited to breach of contract or costs incurred in collecting monies owed on this contract.

22. ENTIRE AGREEMENT: This proposal expresses the entire agreement between the parties hereto superseding any prior understandings, and is not subject to modification except by a writing signed by an authorized officer of each party.

23. MOTORS AND MOTOR DRIVES: In order to avoid shipment delays of WesTech Engineering LLC equipment, the motor drives may be sent directly to the job site for installation by the equipment installer. Minor fit-up may be required.

24. EXTENDED STORAGE: Extended storage instructions will be part of information provided to shipment. If equipment installation and start-up is delayed more than 30 days, the provisions of the storage instructions must be followed to keep WARRANTY in force.

25. LIABILITY: Professional liability insurance, including but not limited to, errors and omissions insurance, is not included. In any event, liability for errors and omissions shall be limited to the lesser of \$100,000USD or the value of the particular piece of equipment (not the value of the entire order) supplied by WesTech Engineering LLC against which a claim is sought.

26. ARBITRATION NEGOTIATION: Any controversy or claim arising out of or relating to the performance of any contract resulting from this proposal or contract issued, or the breach thereof, shall be settled by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered to any court having jurisdiction.

ACCEPTED BY PURCHASER

Customer Name: _____

Customer Address: _____

Contact Name: _____

Contact Phone: _____

Contact Email: _____

Signature: _____

Printed Name: _____

Title: _____

Date: _____



WesTech Filter Media Replacement

City Council Meeting
January 11, 2022



Background



- The City's Drinking Water Treatment Plant has two treatment trains commonly referred to as the "Old Plant" and "New Plant";
- Both plants use filtration media to remove contaminants to meet Safe Drinking Water standards;
- The filtration media in the Old Plant was replaced with new filtration media in 2016;
- The filtration media in the New Plant has not been replaced since installation in 2005;
- Recent testing by Jacobs and WesTech indicates that new WesTech media is capable of handling higher proportions of Snake River water while meeting Safe Drinking Water standards;
- WesTech Filtration is a proprietary technology and requires use of WesTech media;
- Delivery is 8-12 weeks from purchase order and removal and replacement should take place in March or April to avoid peak consumption periods.



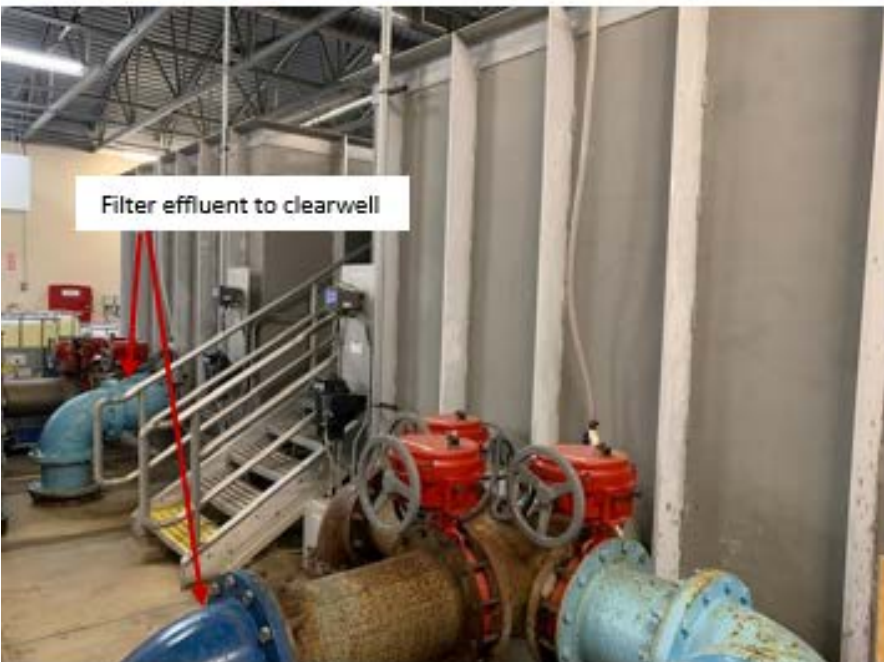
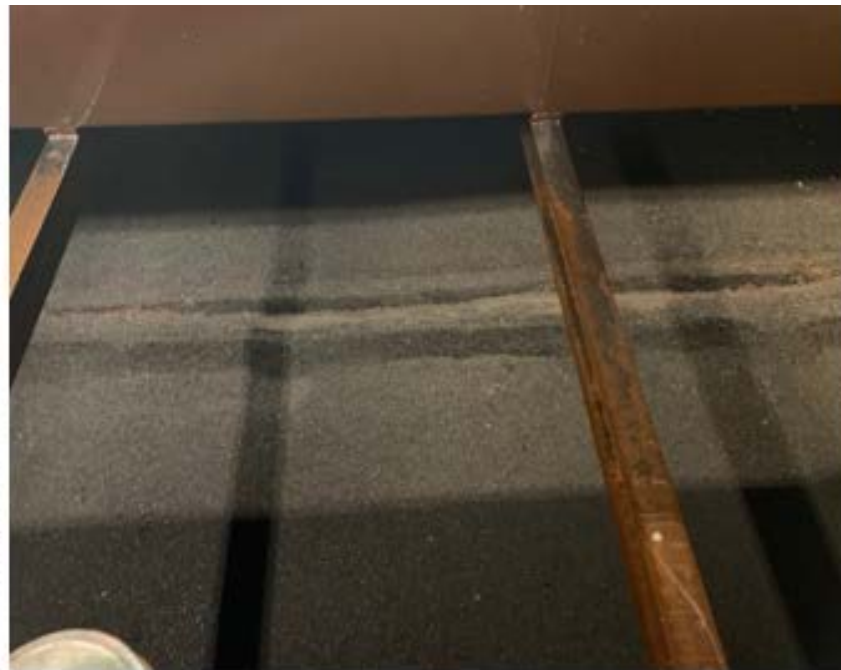


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OREGON

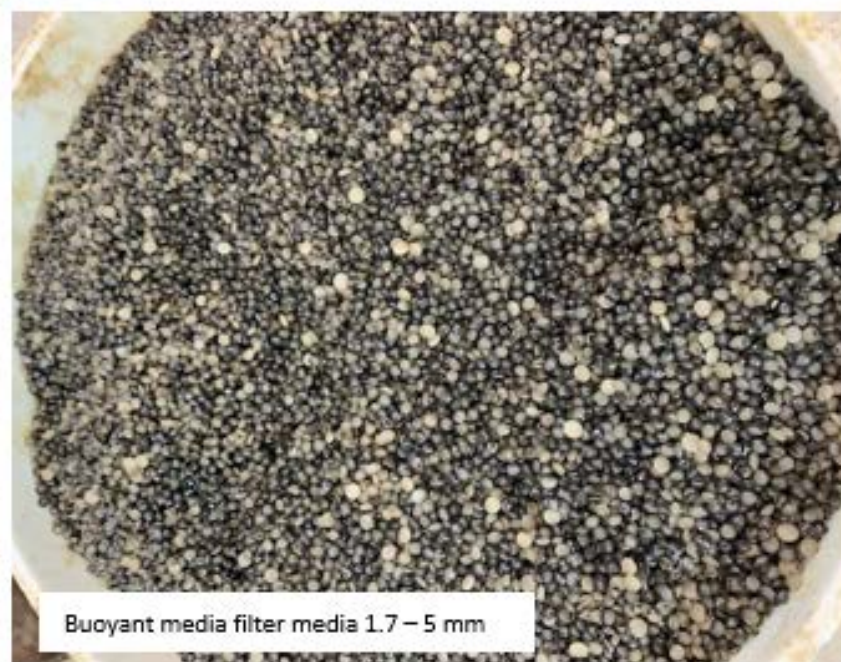




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OREGON

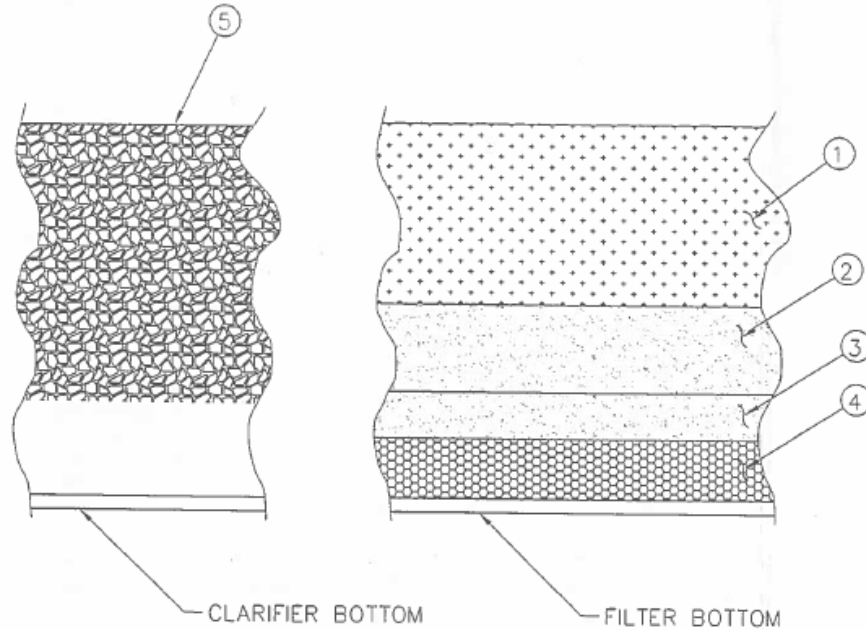


Filter effluent to clearwell



Buoyant media filter media 1.7 – 5 mm





EQUIPMENT LIST

<u>ITEM NO.</u>	<u>DESCRIPTION</u>
①	18" BED OF ANTHRACITE FILTER MEDIA, 1.0 TO 1.1 mm EFFECTIVE SIZE, UNIFORMITY COEFFICIENT 1.75 OR LESS TO MEET OR EXCEED AWWA B 100 S.G. 1.6±0.1
②	12" BED OF SILICA SAND FILTER MEDIA, 0.5 TO 0.6 mm EFFECTIVE SIZE, UNIFORMITY COEFFICIENT 1.75 OR LESS TO MEET OR EXCEED AWWA B 100 S.G. 2.6±0.1
③	4" BED OF GARNET SAND FILTER MEDIA, 0.3 TO 0.35 mm EFFECTIVE SIZE, UNIFORMITY COEFFICIENT 1.75 OR LESS TO MEET OR EXCEED AWWA B 100 S.G. 2.6±0.1
④	4" BED OF GARNET GRAVEL FILTER MEDIA, 0.8 TO 0.85 mm EFFECTIVE SIZE, UNIFORMITY COEFFICIENT 1.75 OR LESS TO MEET OR EXCEED AWWA B 100 S.G. 2.6±0.1
⑤	48" BUOYANT MEDIA FILTER MEDIA, 1.7 TO 5 mm



WESTECH QUOTATION

WestTech	P.O. BOX 65068 SALT LAKE CITY, UTAH 84165-0068	Phone: 801-265-1000 Fax: 801-265-1080	Quotation No. Q38536-140419
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Thank you for the opportunity to quote you with your equipment needs.

Please review the following and contact us to place an order or ask any question.

Date: 12/16/2021	Proj Manager: JEFFREY FLUTTON	Ship Via: BEST WAY
RFO No:	Prime Job No: 19460A	Freight: FOB SHIPPING POINT, FREIGHT PREPAID & ADDED
Quoted by: JEFFREY FLUTTON	Prime Name: ONTARIO WTP	
Phone: 801-260-1512 or 801-260-1298	Equipment: PACKAGE PLANT	Lead Time: 8 WEEKS
Email: JFLUTTON@WESTECH-INC.COM	Tax Exemption No:	Quote Valid: 15 days
For Group: 15	Payment Terms: NET 30 DAYS	

Bill To:	JACOBS RICH GIANI OPERATIONS MANAGEMENT INTERNATIONAL, INC. PO BOX 241329 DENVER, CO 80224 UNITED STATES OF AMERICA	Ship To:	ONTARIO WTP RICH GIANI 1551 NW 9TH STREET ONTARIO, OR 97914 UNITED STATES OF AMERICA
CHT030		73497	
Tel/Cel:	/ 717-329-9910 RICHARD.GIANI@JACOBS.COM	Tel/Cel:	/ 717-329-9910

Doc	No.	Part/Tag Number	Description	Qty	Units	Unit Price	Net Price
3409	702	3409-702	ANTHRACITE 1.0-1.1mm (UC = 1.75 OR LESS)	890	FT3	\$17.00	\$15,130.00
3409	703	3409-703	SILICA SAND 0.5-0.6mm (UC = 1.75 OR LESS)	616	FT3	\$10.00	\$6,160.00
3409	704	3409-704	GARNET SAND 0.3-0.4mm (UC=1.75 OR LESS)	200	FT3	\$83.00	\$16,600.00
3409	705	3409-705	GARNET 0.8-0.85mm (UC= 1.75 OR LESS)	200	FT3	\$96.00	\$19,200.00
3409	706	3409-706	BUIVANT MEDIA 1.7-5mm	1180	FT3	\$130.00	\$153,400.00
69194			ESTIMATED FLAT BED FREIGHT = \$29,900.00				

No sales, GST, PST, use, or other taxes have been included in our pricing. No discounts accepted.	Quoted in US Dollars	Grand Total	\$210,490.00
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-Please see the attached General Terms and Conditions. All purchase orders for Aftermarket parts need to be in US dollars.

-Minimum Order amount is US\$100.

-All information provided with and including this proposal is considered proprietary and is not for distribution without express written consent of WestTech Engineering LLC.

-WestTech prefers that payments under \$1,000 are processed by Credit Card. Any orders over \$10,000 can not be accepted by Credit Card and will be invoiced at terms. This is to include freight and taxes. A processing fee of up to 4 percent on Credit Cards may be added where allowed by law.

This Quotation is subject to all specifications above as well as all attachments included with this document.

Thank you again for your quote request!

Best Regards,



QF-03-005

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2/24/08



ONTARIO
OREGON



Questions or Comments?





Fourth Quarter Report

September 2021 – November 2021



Fire Hydrant/Pump Engineer Operations **ONTARIO** OREGON



New Tools



9/11 – Never Forget



Fill The Boot – Over \$16,000



Happy Halloween!



Tiger Nation!!!



Veterans Day Parade



Structure Fire



October 11, 2021



Structure Fire



November 9, 2021

Inspections

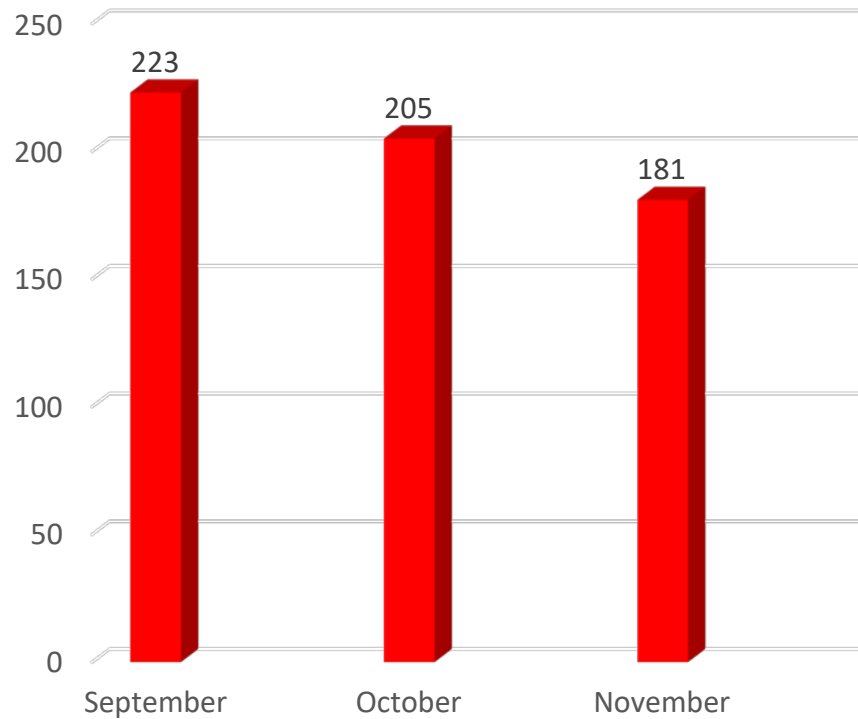
- Bar/Dance club 100 blk S. Oregon St.
- St. Peters School with Fire Marshal
- The Ranch restaurant
- Elements Bar & Dance Club
- Training room and shooting range at SRCI



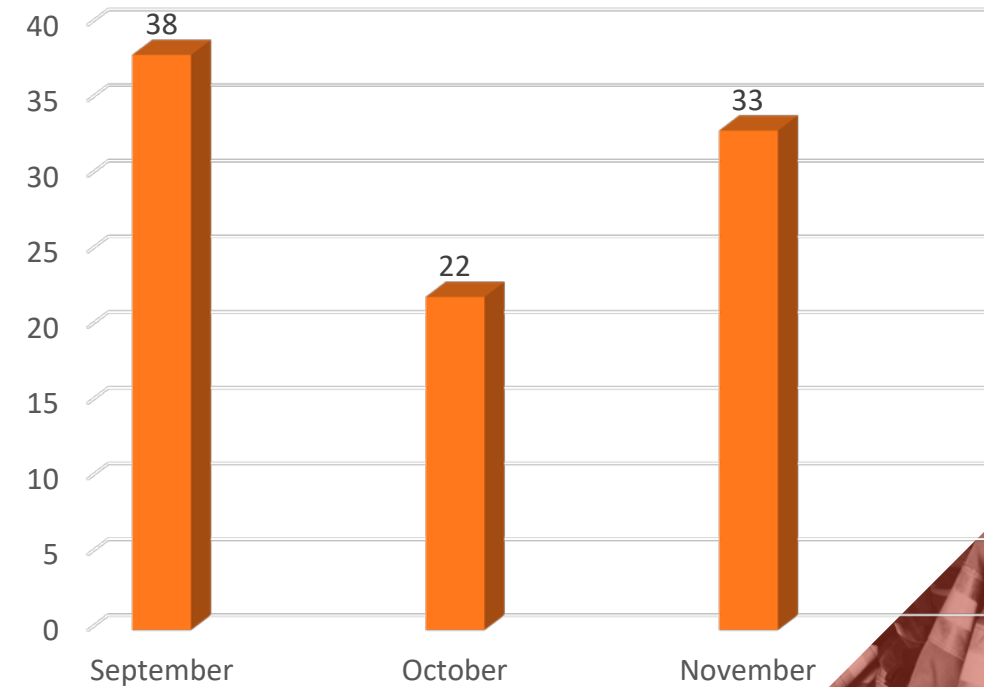
Medical & Fire Calls



MEDICAL



FIRE







Presentation by Dan Cummings

Tuesday, January 11th 2022

CITY OF ONTARIO COMMUNITY DEVELOPMENT

Fiscal Year 2021-22

First Quarter

Building
Department

Economic
Development

Planning and Zoning

Building Department Statistics

Mechanical and Structural Permit Amounts and Fees



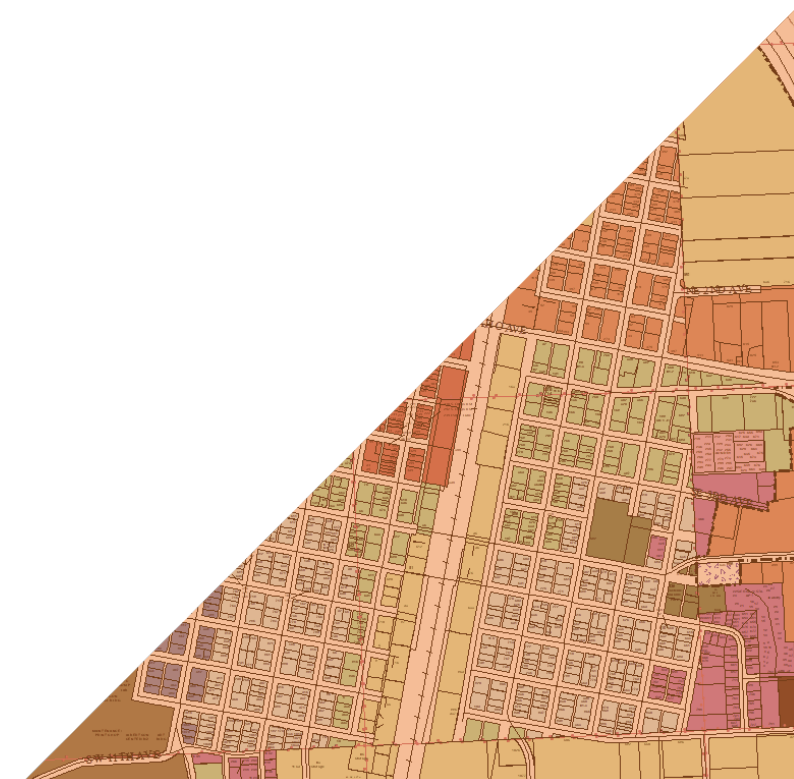
July – Sept 2021

Mechanical Permits and Fees Issued

- Mechanical Permits Issued **52**
- Mechanical Valuation Totals **\$ 411,301**
- Total Mechanical Fees **\$ 5,417**

Structural Permits and Fees Issued

- Structural Permits Issued **31**
- Structural Valuation Totals **\$ 3,146,802**
- Total Structural Fees **\$ 42,669**



Building Department Statistics

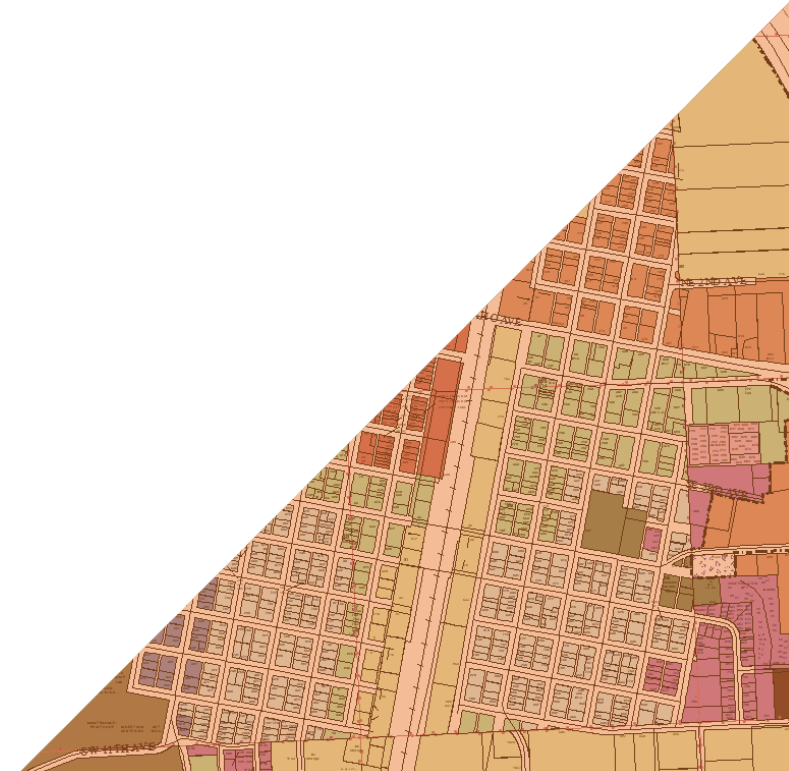
Mechanical and Structural Permit Amounts and Fees



July – Sept 2021

Total Permits and Fees Issued in 1st Quarter FY 21-22

- Total Permits Issued **83**
- Valuation Totals **\$ 3,558,103**
- Total Permit Fees **\$ 47,669**



Planning and Zoning Department

July, Aug, Sept 2021



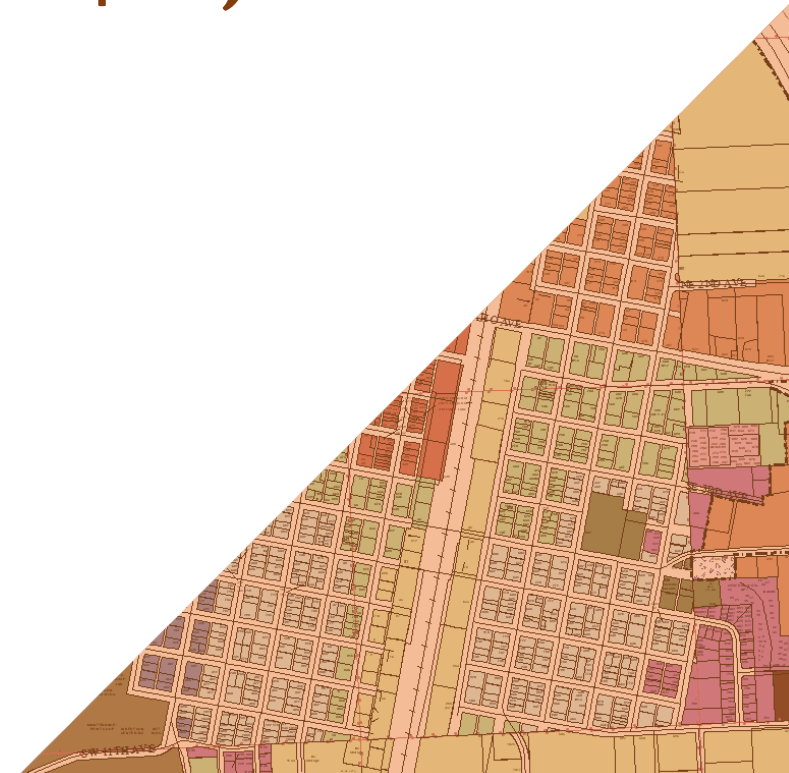
- | | |
|---------------------------|---|
| • Annexations | 2 |
| • Conditional Use Permits | 1 |
| • Partitions | 1 |
| • Temporary Use Permits | 1 |
| • New Subdivisions | 0 |

**Total Fees for
the Quarter**

\$ 31,870

**Total Land Use Actions
for the Quarter**

5



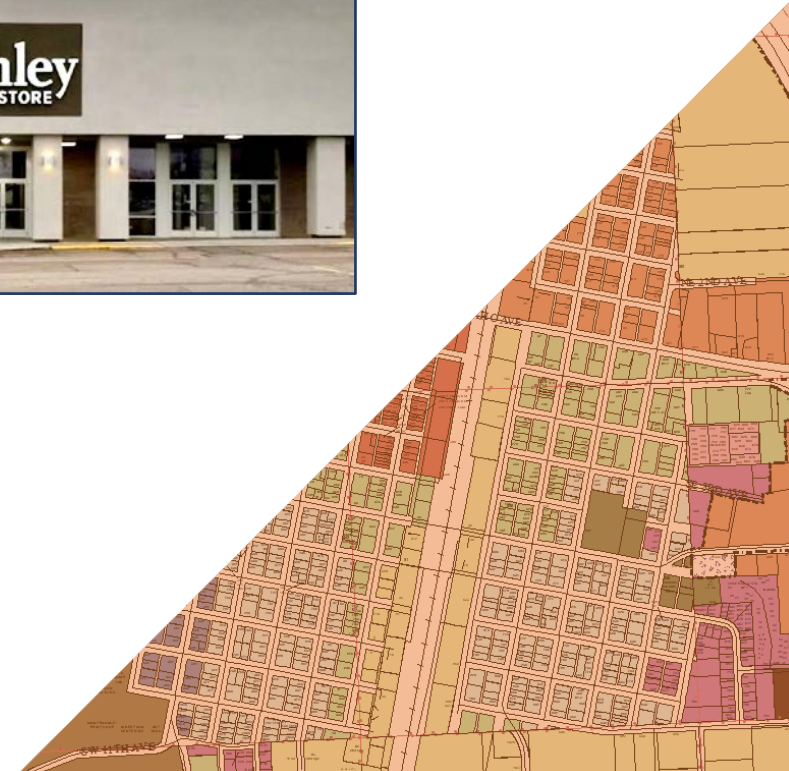
Phase II Façade Grant Program



- Taking applications for locations along SW 4th Ave
- Five applicants this year, for the Phase II Grant
- \$83,431 worth of business so far in 2021
- \$23,700 of matching grant money has been awarded

New Signage

Ashley HomeStore
1418 Westpark Plaza



Ontario Economic Activity

July, Aug, Sept 2021



- Project Vet turned to **Mayberry Subdivision**
- Project Build Ontario
- Project West Park
- Project Grand Prix
- Project Gild-Gold
- Brownfields Grant Program
- Project Champ
- Project Plus
- Project PNW
- Project Otis



Ontario Economic Activity



Continued

“Project Build Ontario”

- Single Family Residential Housing Incentive program promotes new housing within the City Limits

**Status: 5 new incentive applications submitted this quarter
41 total applications at the end of September 2021**

“Project Westpark”

- Redevelopment of the West Park Plaza Mall
- Creating business ownership of portions of existing building
- Creation of new indoor mini storage
- Consideration of 150-unit apartment complex

Status: On-going



Ontario Economic Activity



Continued

EPA Brownfield Grant Program

- Redevelopment of Brownfields within Malheur County
- Funding still available to properties in Ontario, Nyssa, Vale
- Phase I and Phase II studies ongoing

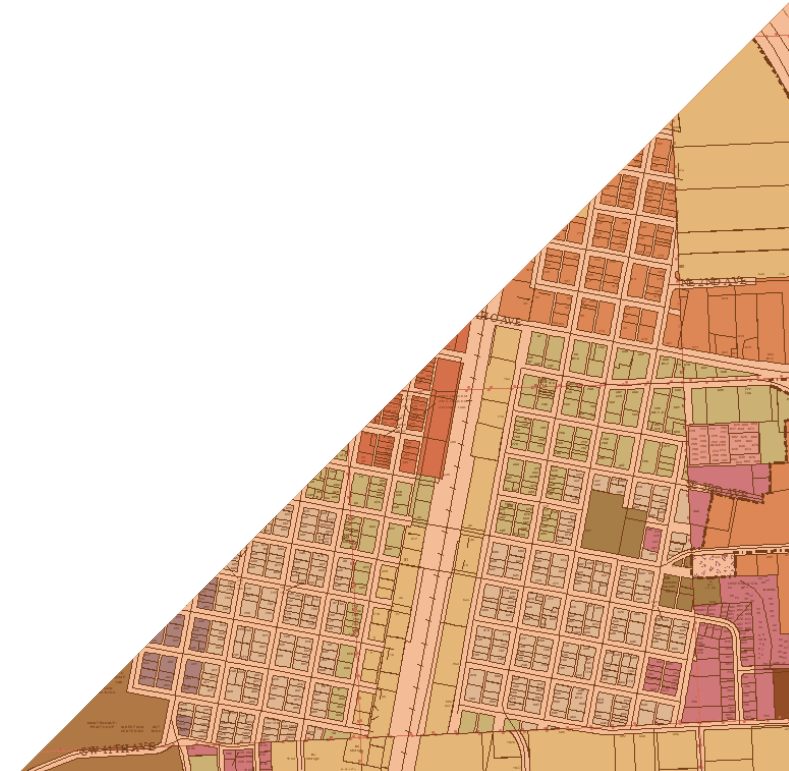
Status: EPA has approved a 1-year extension

Phase I ESAs completed at

- 118 SW 1st St in Ontario
- Former motel/apartments in Vale

Outreach done this summer

Site-specific outreach letters went out



Ontario Economic Activity



Continued

“Project VET”

- Affordable Mini Housing Development for Veterans and Seniors Citizens

Status: Site Design moving forward and Preliminary Plat will be the “Mayberry Subdivision”

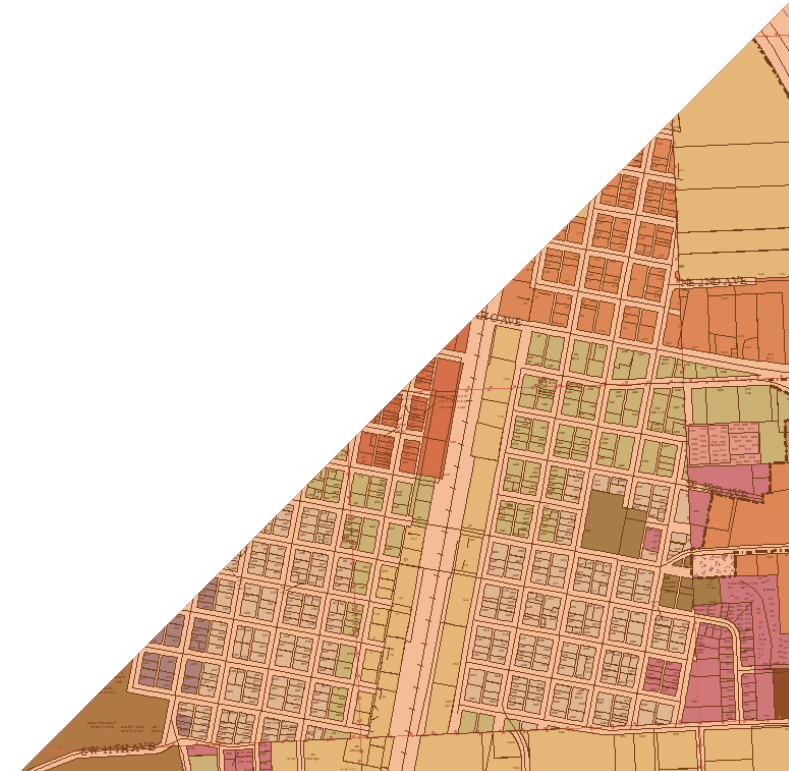
“Project PNW”

- 100-acre project for a distribution center
- Serving 115 – 155 retail stores and 300 – 350 employees

“Project Otis”

- 16-acre industrial property in Ontario
- Promoting to several industrial clients

Status: On-going



Ontario Economic Activity



Continued

“Project Champ”

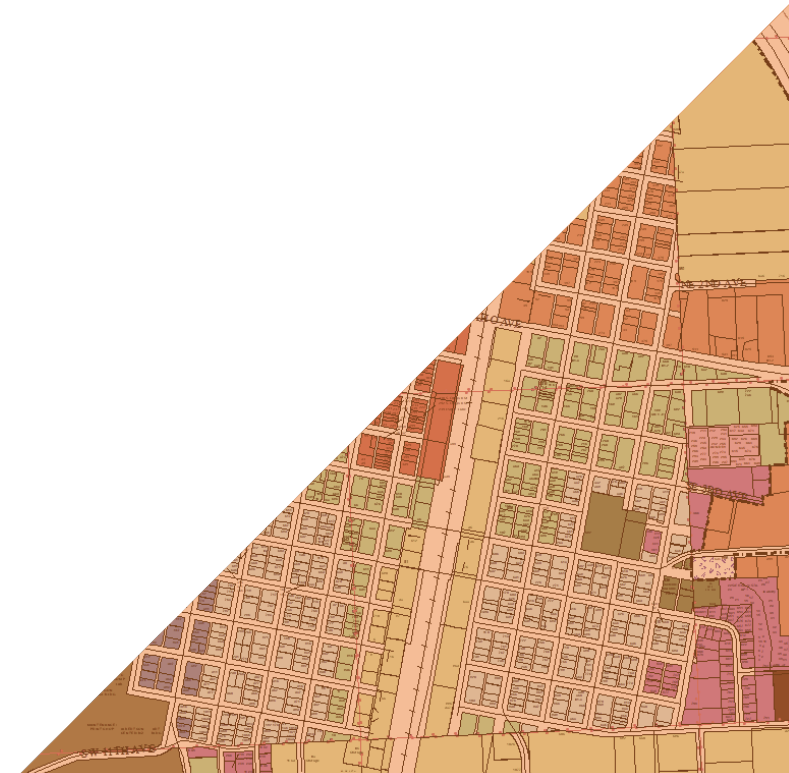
- Thermoformed packaging company (food, medical, retail products)
- \$10 million in equipment investment
- 33 employees to start
- 200 maximum employees at full buildout

Status: On-going

“Project Grand Prix”

- Meter manufacturing looking for industrial lands
- Expected to hire 150-200 employees (5-8 acres)

Status: On-going



Ontario Economic Activity

Continued



“Project Guild Gold”

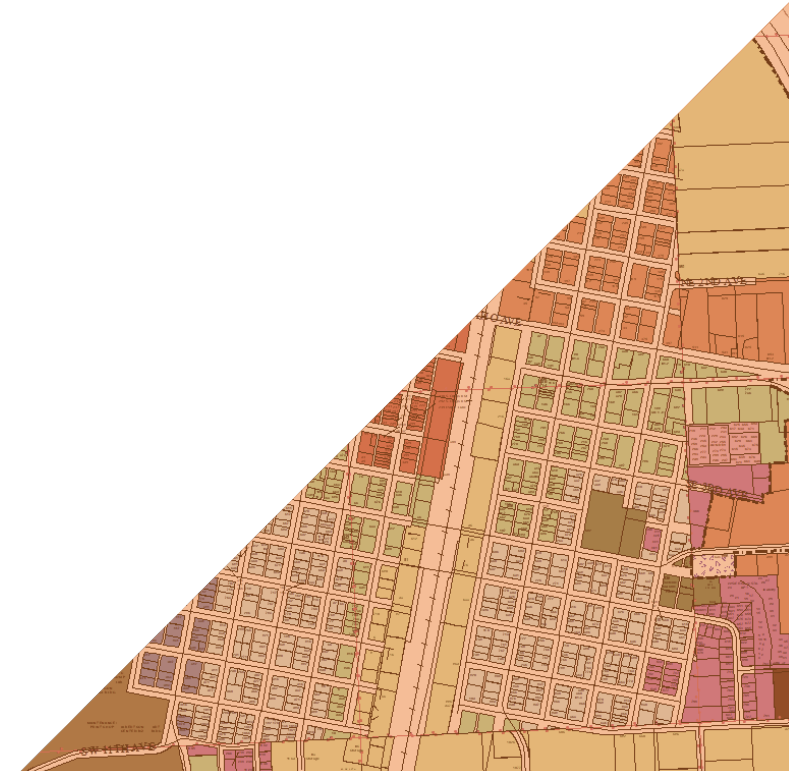
- Food manufacturing company
- Needing between 100 - 200 acres
- 200 - 300 employees at total buildout

Status: On-going

“Project Plus”

- Food Processing Company looking for 100-150 acres
- Will employ 500 - 670 employees and managers

Status: On-going



Projects in Development



971 SW 3rd Street



1248 SW 14th Ave
Completed



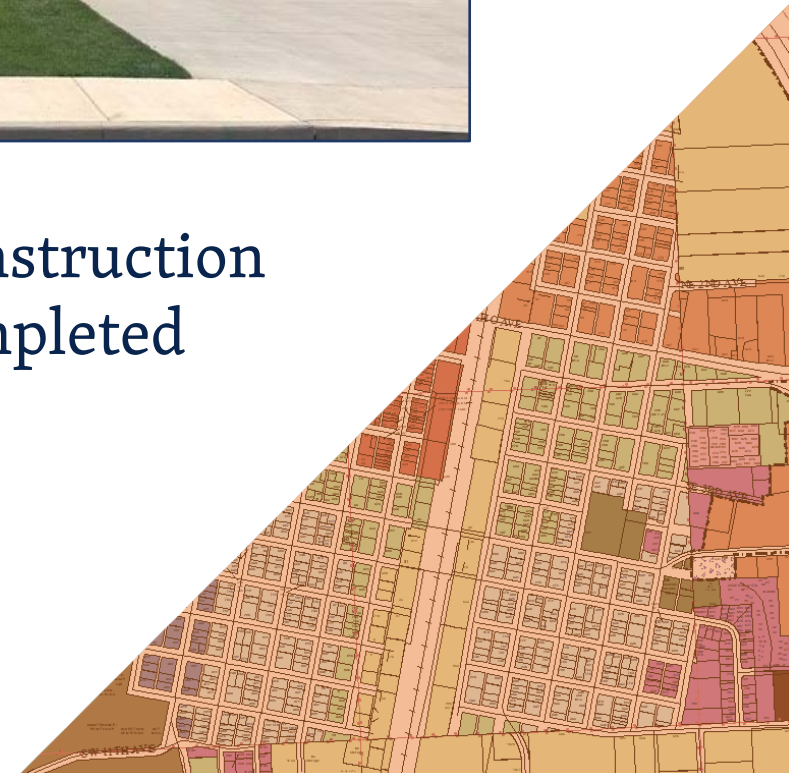
Projects in Development



1051 SW 1st Avenue
Remodel Completed



BK Construction
Completed

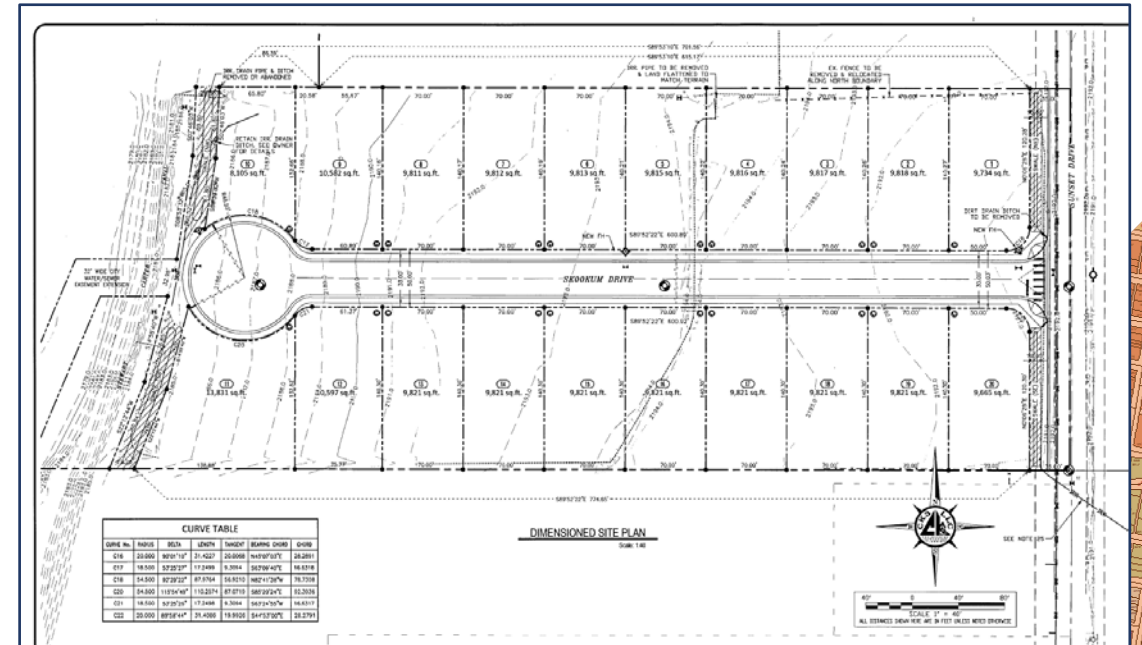


Projects in Development



Family Eye Center

Harrah Heights Subdivision



Projects in Development



767 SW 16th Street



RESIDENTIAL UPDATE

1 New Single Family Home Building Permit Issued July - Sept

Townhouses now under construction, including **1** New Triplex



Ongoing Construction

- Commercial Tire
- N. Oregon Triplex
- Family Eye Center
- Dutch Brothers
- River Point RV Park

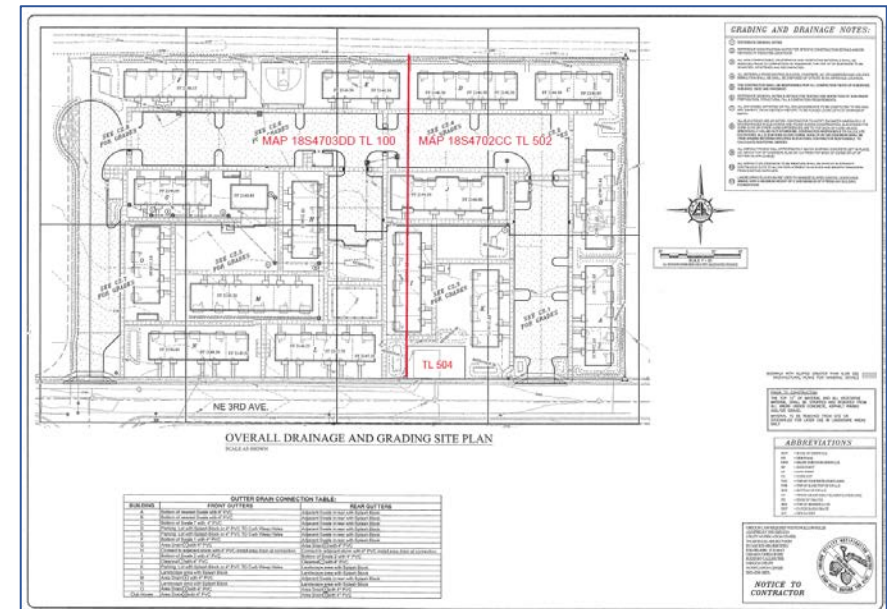


NASCOSTO Affordable Multifamily
Project at NE 3rd Avenue

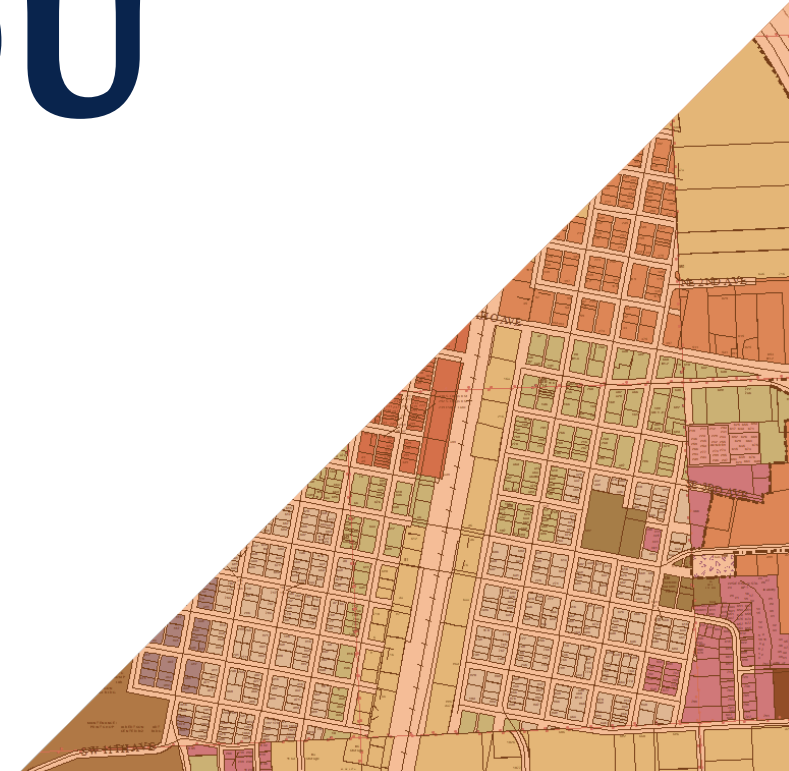
Construction Continues

AFFORDABLE HOUSING

- 70 Units on NE 3rd Ave
- 56 Units on Fortner Street



THANK YOU



SCOPE OF WORK
For
ONTARIO Aviation Base
Ontario Municipal Airport
Vale District
Oregon Bureau of Land Management
July 20, 2021

Commented [STD1]:

Section C – Description/Specifications/Statement of Work

C.1.0 General

The Lessor shall conduct a design charrette and provide design documents for the Ontario Aviation Base including construction specifications, drawings, and cost estimate in accordance with the terms and conditions of Lease Amendment (xxxxxxx)

C.1.1 Background

The BLM, Vale District operates a Helitack Module, Category I Single Engine Air Tanker (SEAT) Base, and an Air Attack platform. All three functions will be combined in a new Aviation Base at the Ontario, Or. Municipal Airport. The proposed Base will be constructed on leased land at the City Airport and will consist of aircraft infrastructural improvements and a Fire Center building. Aircraft will operate from June through September and the Fire building will be occupied year-round with fire personnel with the heaviest use occurring in May through October.

C.1.2 Program

Helitack Module with Type 3 Helicopter consists of 11 firefighters, 2 chase vehicles (2 - heavy duty pickup trucks), 3 contractors, 1 type 3 helicopter (example AS 350 B3) and 1 chase vehicle (heavy duty pickup with 900-gallon Jet A tank). Plan for a minimum of 14 personnel for this program element.

Commented [STD2]: This number show say 2 chase vehicles

Commented [BRE3R3]: Will change

Air Attack module consists of 1 firefighter, 1 contractor, 1 trainee firefighter and an Air Attack Platform (example Aero Commander AC690). AC690 specifications: wingspan 53 feet, length 43 feet cruise 308 knots, and fuel Jet A. Plan for 3 personnel for this program element.

Commented [STD4]: And one trainee firefighter

Commented [BRE5R5]: Will change

Category 1 SEAT Base is any base with a full-service retardant contract. These contracts are designated for Air Bases with the highest retardant use rates. The full-service contract comes with roughly 2 to 4- 8000-gallon tanks, mixing pumps, storage area, and hazmat storage.

SEAT module for Ontario consists of 2 AT802 Single Engine Air Tankers. Each tanker comes with 2 contractors and 1 government representative. Ontario SEATs starts with 7 personnel for 2 SEATs. Plan for a minimum of 11 personnel for this program element.

SEAT aircraft support initial and extended attack operations for wildfires as a rapid response resource. The Helitack program provides local and national initial attack by transporting people and equipment directly to the fire lines. Air attack provides aerial supervision, reconnaissance, and fire surveillance.

C.1.3 Description of Work

Work effort includes conducting a design charrette and developing complete construction contract documents for the comprehensive design of a BLM Aviation Base to be located on an undisturbed site at the Ontario Municipal Airport, including specifications, drawings, and cost estimate. The proposed Aviation Base design shall include infrastructure and operation center facilities for Helitack, Air Attack, and a Category-1 SEAT Base. The effort shall include site investigation and topographic site survey, design, and construction contract preparation for development of a Base that is compliant with environmental regulations as well as considerate of aviation industry recommendations for current and future SEAT aircraft. Review and consider in the design effort elements such as rotary and fixed-wing aircraft approach and departure requirements, ramp area, utilities, and security. Infrastructure design shall include, but not be limited to retardant loading pads with trench drain as secondary containment, water distribution lines, retardant mixing with primary and secondary containment, retardant distribution lines, double lined evaporation stormwater and aircraft wash-water containment ponds, aircraft tie-downs, and helipads. Operation center design shall also include an operations building, water supply, sanitary sewer, electrical, data/comm, site stormwater drainage, and access security measures. Building design shall be based on the concept floor plan, prototypical Standard Fire Station (4-Bay) provided facility with a floor plan area of approximately 7,500 square feet.

BLM has budgeted a maximum total amount of \$7,000,000 to include design, construction, construction administration, permits, airport impact fees, and contingency. The Lessor shall develop the project to that budget amount. The Lessor and BLM shall work together throughout the design phase to monitor projected construction costs and adjust the scope of work to meet the available funding to avoid any redesign efforts after construction bids. Lessor shall notify the BLM in advance of a review submittal if the total project cost estimate exceeds the preliminary budget amount.

The Work shall include the five Key Design Elements as listed below.

A. Design Charrette

Lessor shall conduct a design charrette to create realistic and achievable design ideas from design charrette meetings held with the government and that accommodate customer need. Design charrette effort shall include aviation SEAT Base site development and layout in conjunction with Lessor aviation specialists and the government aviation subject matter experts.

Commented [STD6]: I think this should either reference the Tule airbase design or we should say the Four bay design with it only being 3 bay with the fourth bay being converted into office space, Your thoughts? Especially since we are saying there will be somewhere around 27 personnel there during the summer.

Commented [BRE7R7]: Agreed. We can both jump on a phone call with Shelby or I can edit after you discuss with her.

Commented [STD8]: Where did this dollar amount come from? After thinking about this some more I am thinking that it is more like 5-5.5 million but I could be off. Let me know if we need to track down the correct figure or maybe Shelby knows the dollars we are dealing with better than us?

Commented [BRE9R9]: I think we resolved this the other day, but I can verify with Shelby if you prefer. Just let me know.

B. Survey and Site Design

Lessor shall perform site surveying necessary to create a topographic representation of the existing site in order to design infrastructure, including but not limited to, facility elements identified in Sections C.1.3-C and C.1.3-D. Lessor shall include in the drawings and specifications, grading and staking plans necessary for construction of all site work and facilities.

C. Design of Category-1 SEAT Base, Air Attack, and Helitack

The Category-1 SEAT Base design effort shall comply with all environmental regulations as well as considerate of aviation industry recommendations for current and future SEAT aircraft such as clearances, turning radius, approach angles, and aircraft ramp areas. Design shall include relevant industry and environmental best practices and standards for retardant loading pads with secondary containment, water supply, retardant mixing with primary and secondary containment as well as an evaporation pond(s). Design shall also include, but not be limited to utilities such as water distribution, sanitary sewer, power, communications, site drainage system, and site access security. The aircraft ramp area design shall include helipads based on future helicopters and accessory spaces for fueling and servicing, and accommodations for Air Attack aircraft with elements such as tiedowns, clearances, turning radius, approach angles, and aircraft ramp area. The Lessor may incorporate the following assumptions and direction when performing the design activity under this Design Element:

- General Guidance:
 - The Lessor shall comply with ASCE-7 requirements for all elements of this project to include making generous assumptions on behalf of the tank provider and the equipment provider regarding their responsibilities for securely mounting their equipment in the containment area.
 - The Lessor shall provide information on the documents outlining their design assumptions in accordance with ASCE-7 and any local requirements. The information will be used by the government when securing tanks and equipment.
 - Concrete design for new SEAT base location shall be per FAA Advisory Circular 150/5320-6F.
 - Design for the overall site shall include consideration of security above basic FAA minimums. The Lessor is expected to design for passive elements such as eliminating blind spots, as well as to include active elements such as security lighting and access control systems. The government shall provide guidance to the Lessor in accordance with Departmental Policy.

- FAA and Airport compliant directional markings, and lighting for taxiway, loading pits, and ramp area as required.
 - Adequate fire suppression hydrants for typical aircraft ramp operations.
 - Accommodate current generation SEAT aircraft and future generation SEAT aircraft descriptions of which are provided in Section C.3.0 below.
 - Design for aircraft tie-down points at loading pits as well as other aircraft parking areas.
 - Site design shall include a tanker off-loading pad located adjacent to the retardant tank containment area that slopes to a shallow sump. Intent is to capture incidental spills from transferring retardant from delivery tanker truck.
 - Site design shall include a space adjacent to the secondary containment area for two 5,000-gallon horizontal water tanks with appropriate fill connections from water utility. Anticipated size of the water tanks is 10'-6" diameter x 10'-0" long. Tanks, hoses, and piping over secondary containment wall to be provided by the retardant contractor. Intention is to minimize size of secondary containment for the retardant, water tanks shall not be located inside the secondary containment area.
 - Site design shall include 20'x20' shade structure located so that operational line of site is not impaired. Provide minimum of two duplex power outlets at structure.
- Retardant Loading Pit:
 - Design for a dual loading pit pad which incorporates retardant loading and wash down area for minimum of two SEAT aircraft.
 - Dual loading pit design shall be configured with appropriate clearance to allow each SEAT aircraft to be safely loaded with retardant or washed while the other aircraft is incoming or departing.
 - Pit pad thickness shall be a minimum 7 ½" thick concrete to accommodate transient Forest Service tanker aircraft; actual thickness shall be as designed by the Airport.
- Trench Drain (serving retardant loading pit):
 - Loading pits shall be served by minimum 12" wide trench drain to capture retardant spills and wash water. The trench shall have removable grates to ease the end of season cleaning. FAA requirements on grate load ratings should be discussed with government.
 - The drain trench shall be connected to the lined evaporation pond as well as the airport storm drainage system served by a position indicating 3-way lockable diversion valve. One action by valve shall direct water to either the evaporation pond, or to the airports storm drainage system.

- Trench drain shall also be sized sufficiently to allow for routing the mixed retardant distribution line and the pressurized wash down water supply line.
 - Locate the 3-way diversion valve receiving drainage from the trench drain and serving either the evaporation pond or the airports storm drainage system as close to the trench drain as possible. Intent is to minimize shared piping that requires cleanout at the end of the season. It shall also be located to offer easy 10ft visible evidence of its position and not be in the way of operational functions.
- Retardant Mixing and Containment Area:
 - Design a secondary containment area of concrete for capture of contents of the largest tank volume, plus 10% of its volume, the equipment volume, and local rainfall as required by authority having jurisdiction.
 - Containment construction shall be similar to a fuel yard containment area, retardant shall not be allowed to seep outside the containment area. No drain connection and no piping penetrations.
 - Containment floor area shall be sized for a single 12,000 gallon horizontal retardant tank, a single 3,500 gallon vertical off-load tank, two portable retardant transfer pumps, transfer hoses, two mass flow meters and adequate working area to service the equipment. Design per ASCE-7 with understanding that tanks may be installed on supports with as few as six contact points to containment pad. Area shall accommodate various configurations of tank manufacture mounting supports and be capable of accepting numerous anchor points for tank and equipment tie-downs. Tanks and retardant equipment are not part of the design package. Typical sizes for the retardant and water tanks are as follows:
 - 12,000 gallon horizontal tank size is approx. 11'-0" dia. x 17'-0" long
 - 3,500 gallon vertical off-load tank is approx. 9'-0" dia. x 7'-0" high.
 - Containment area shall be sloped to a single shallow sump located away from working/walking areas. Shallow sump shall be configured to allow for use of a pump and to ensure a tripping hazard is not created. Intent is for sump pump to be used for draining the containment area. Power outlet required near sump area.
 - Containment area and layout shall be graded such that no equipment, skids, walking pads, or equipment pads impounds water or otherwise inhibits the wash down cleanup of any spills.
 - Guard rails shall be installed on containment wall to direct staff to safe entry points.
 - Access to the containment area shall include at least two access points with stairs and handrails over the containment walls, ships ladders/stairs are not allowed.
 - Provide utility sink with cold water and short drainpipe, sink shall drain to a bucket. Intent of this sink is for retardant testing, no washing allowed.

- Provide chamfered edges on concrete walls and a stainless-steel smooth cover minimum 10'-0" long on the tank fill side (tanker off -loading side). Intent is to protect fill hoses that are routed from tanker truck to retardant tank/transfer pump.
 - Retardant off-loading pad shall be provided next to containment area to capture retardant transfer spills. Off-loading pad shall be sloped to a single shallow sump to allow for use of a pump to drain any spills. Off-loading pad shall not have any drains.
- Evaporation Pond:
 - Review State environmental protection regulatory agency groundwater protection regulations to determine if they impact the design of the evaporation pond and whether its construction or operation requires a permit.
 - Provide means of determining if lined pond is leaking, such as a monitoring manhole. Same means shall meet the State regulatory agency requirements.
 - Pond design shall have a minimum 60-mil thickness double-liner with leak detection via a manhole access that meets or exceeds State regulatory agency requirements.
 - Size the evaporation pond to retain storm water runoff from the SEAT base loading pits for the months the SEAT base is in operation. Runoff to include wash water generated from cleaning aircraft and washing down the ramp. The design will provide for piping and valves that allow the evaporation pond to be bypassed when it is not in operation (see 3-way valve requirement under Trench Drain section above). The off-season runoff shall be directed to the airport's existing storm drainage system. The design is to assume the SEAT Base is operational May through September.
 - Evaporation pond to be provided with a coarse bubble aeration system to enhance evaporation rates and prevent oil sheen from forming. Design shall include air compressor with pressure relief safety valve.
 - Evaporation pond shall be protected by a 6'-0" tall perimeter chain link fence and below grade barriers to prevent rodent entry. Area within fence shall provide adequate walking and working clearances for servicing the aeration equipment, taking samples, and extracting the pond contents. Separate gates shall be provided for heavy maintenance or content extraction and routine access to aerator system and sampling area.
 - Evaporation pond shall be located on the site as far as reasonably possible from the operations areas and in a manner to allow 3-axle extraction vehicle access for removing contents of pond.
 - Provide for some means of self-extraction from pond by personnel or wildlife, such as a properly secured steps, ensure design will not puncture liner.

- Evaporation pond and its security fence shall be located sufficiently away from the loading and parking area as not to interfere with aircraft clearances.
 - Evaporation pond fence shall be grounded in accordance with FAA requirements.
- Utilities (serving the two loading pit areas):
 - Mixed retardant lines with isolation valves in a covered trench configuration from pumping system to the aircraft loading pit. Isolation valve located in retardant line to separate loading pits. Provide riser with isolation valve at each loading pit with 3" quick connect hose connection. Water hammer arrestor required.
 - Mixed retardant piping shall be carbon steel with grooved connections.
 - Pressurized water line with water hammer arrestors for use in wash down operations provided in the covered trench configuration serving 1-1/2" hose reels. Provide riser with isolation valve at each loading pit with 3" quick connect hose connection and reducer fitting for 3" to 1 1/2" with quick connect fittings on each end.
 - Water piping shall be galvanized steel, Schedule 40, with threaded ends.
 - Typical Site Operations Utilities (to include, but not be limited to):
 - Electrical power in three phase, if available, single phase if not.
 - Provide electrical power to numerous disconnects throughout the containment area for the retardant contractor to connect their equipment. Disconnects shall be above the potential containment area high water mark.
 - Provide minimum of (4) 110V convenience service outlets both inside and outside the containment area.
 - Water supply to the retardant operations area with appropriate backflow assembly that can be drained and removed.
 - Water supply booster pump system to provide adequate pressure and flow for wash-down operations. Design engineer shall verify based upon available water pressure and flow.
 - Water lines from the airport's water system to the water storage tanks that allow the tanks to be filled from the top via an air gap between the downturned end of the water line and the flood level of the tank with the air gap equal to twice the diameter of the water line. The vertical section of piping running parallel to the water storage tank for the top fill to be properly supported and have valves located to allow personnel to easily turn the water on and off. Minimum size shall be 1 1/2", design engineer shall verify size based on available water pressure and flow.

- Design of water system such that it facilitates winterization of the site piping through the use of compressed air, drains, and by removal of backflow devices.
- Lighting adequate to facilitate nighttime security with conduit for future camera.

D. Design of Aviation Center Operations Building Utilizing BLM Concept -Floor Plan

The proposed Aviation Center Operations Building (approximately 7,500 sq. ft.) shall be designed for all required operations elements of an Air Center including, but not limited to, office areas, showers and restrooms, mechanical rooms, training room, quiet room, break room, fitness area, vehicle bays, and storage areas. The Lessor shall produce construction documents and an opinion of probable cost relating to the design work as required by the tasks identified within this document (including attachments) and as required to comply with applicable regulations, codes, and standards. The following requirements serve to identify specific items required by the government, but shall be considered supplementary to regulations, codes and standards. All work shall be accomplished and produced in accordance with laws, codes, standards, and customer requirements. Aviation bases are located upon leased property and thus subject to all local jurisdiction requirements. Design shall be in compliance with all federal, state and local authorities to include, but not be limited to, Federal Aviation Administration and Environmental requirements. The Lessor may incorporate the following assumptions and direction when performing the design activity under this Design Element:

- All restrooms and showers will be unisex. Airport-lessor to confirm codes.
- Durable exterior materials (Brick, rock, Fiber Cement-Board, Steel, etc.),
- Security cameras.
- Separate IT closet.
- Door Access system fit out at all perimeter doors for future installation of card access system
- Radiant tube heaters shall be utilized in Engine Bays
- Fire alarm system
- General exhaust for Engine Bays per IMC for parking engines only, maintenance work will not be performed on engines in the bays
- Outside air intakes shall be located away from the ramp side and away from any vehicle drive aisles
- Facility design shall include sustainable building requirements to meet Guiding Principles for Sustainable Buildings, December 2020, items to be included, but not limited to, are:
 - Prioritization of passive design solutions over active ones.
 - Site EUI target of 50 kbtu/sf/yr or less (ensure the Guiding Principles for Sustainable Buildings, December 2020, are met). Show designed EUI versus code.

- LED lighting and controls throughout
- EPA WaterSense plumbing and fixtures (when applicable)
- Design emphasis on use of natural light (daylighting), including basic systems and controls (no advanced modeling required).
- High-Performance Building Envelope to include continuous insulation (including foundation), optimally high R-values in floor, roof and walls, and appropriately sized glazing with high thermal resistance values.
- Architecturally integrated exterior shading of glazing to reduce or eliminate unwanted passive solar heat gain.
- HVAC shall utilize Variable Refrigerant Flow (VRF) systems where practical to provide zonal temperature control. System shall also utilize an Energy Recovery Ventilator (ERV).
- HVAC control system shall utilize Johnson Controls Metasys, including graphics, networked to the central BLM server.
- Domestic hot water shall be provided through an electric heat pump water heater system.
- Energy recovery ventilator incorporated to recover heat from exhaust air.

E. Facility R56 Grounding Design and Compliance

The Lessor shall include, in the design drawings and specifications, work necessary to meet Motorola R56 Standards and Guidelines (2005) for sites containing communication equipment. The Lessor may incorporate the following assumptions and direction when performing the design activity under this Design Element:

- External grounding shall include facility ground ring design terminating at the external ground bus bar and ensuring all bonding connections are identified as indicated by R56 standards.
- Internal grounding shall include radio room internal ground ring (halo) design, including, but not limited to master ground bus bar, sub-system ground bus bar(s) for radio equipment racks, security system components, and electrical surge protection equipment. Grounding of metallic objects within the radio room will be the responsibility of the Government upon construction completion and after occupancy.

C.2.0 Definitions

The following listed documents the design standards that shall be followed and are incorporated into this task order:

SMACNA Sheet Metal and Air Conditioning Contractors' National Association

ANSI/SMACNA 008 (2007) IAQ Guidelines for Occupied Buildings under Construction, 2nd Edition
SMACNA 1429 (1994) - HVAC Systems Commissioning Manual, 1st Edition
SMACNA 1966 (2005) - HVAC Duct Construction Standards Metal and Flexible, 3rd Edition
SMACNA 1403 (2008) - Accepted Industry Practice for Industrial Duct Construction, 2nd Edition

OSHA Occupational Safety and Health Administration
US Department of Labor
200 Constitution Ave., NW
Washington DC 20210

NEC National Electric Code (ANSI/NFPA 70)
National Fire Protection Association
Batterymarch Park
Quincy, MA 02269

NESC National Electrical Safety Code (ANSI)
American National Standards Institute
1430 Broadway
New York, NY 11018

NFPA Life Safety Code
National Fire Protection Association
Batterymarch Park
Quincy, MA 02269

IBC International Building Code
5203 Leesburg Pike, Suite 708
Falls Church, Virginia 22041-3401

ASHRAE American Society of Heating, Refrigeration, and Air-Conditioning Engineers
Standard 15 (2019) – Safety Standard for Refrigeration Systems and Designation and Safety Classification of Refrigerants (ANSI approved)

UL Underwriters' Laboratories, Inc.
333 Pfingsten Road
Northbrook, IL 60062

IMC International Mechanical Code
International Code Council
5203 Leesburg Pike, Suite 709
Falls Church, VA 22041

ASCE American Society of Civil Engineers
1801 Alexander Bell Drive
Reston, VA 20191

C.3.0 Government Identified Elements:

- Current generation SEAT aircraft have a tail dragger configuration typical of an AT-802 aircraft with wingspan of 59.25 ft., overall length of 35.7 ft., front to back tire distance of 23.8ft and a total weight of 16,000 lbs. Payload just under 900 gallons.
- Next generation SEAT aircraft are anticipated to weigh in excess of 20,000 lbs, have a 20% greater payload, and have a 10% greater wingspan.
- Current Helitack is A-Star AS 350 B3.
- Future Helitack is BELL 205
- This airtanker base is a Full-Service Retardant Base which means the Retardant Contractor may own all or some of the tanks and pumping equipment, and provide onsite labor and management to mix and load retardant into airtankers. The Government pays for the mixed retardant loading on the airtanker as measured through a flow meter.) To be verified for each tanker base.
- The airtanker base is located on leased property, however the Government owns the real property assets such as buildings, tank farm, secondary containment area, evaporation pond, drains, wash-down system, flow meters, retardant distribution piping downstream of the meter, etc.

C.4.0 Lessor-Furnished Items

The Lessor shall furnish qualified, experienced staff, all materials, supplies, and equipment necessary to perform the work specified in this task order.

C.5.0 Government Furnished Items (GFI):

- Attachment-1: Aviation Base Concept
- Attachment-2: Environmental Containment Infrastructure for SEAT/LAT Operations
- Attachment-3: Sample Aviation Operations Building Floor Plan
- Attachment-4: Motorola R65 Standards and Guidelines for Communication Sites (https://www.blm.gov/sites/blm.gov/files/Lands_ROW_Motorola_R56_2005_manual.pdf)
- Attachment-5: BLM Codes and Standards_2021-6-14

The Lessor shall employ such records for informational purposes only and as such the Lessor shall perform the necessary due diligence to ensure that the design is compliant with all applicable environmental and building codes and standards.

The Lessor is responsible for collecting and verifying any topographic, geological, or site information.

The Lessor shall promptly notify the Government of additional information items required so as to not delay the progress of the work.

C.6.0 Specific Tasks

The Lessor shall prepare drawings, specifications and cost estimate to construct the selected Key Elements identified under Section C.1.3.

- A. Design charrette shall address mutually agreed upon aviation SEAT base site development and layout requirements.
- B. The design shall include a complete set of construction contract documents necessary for the BLM to place a competitive contract out for bid.
- C. The design shall address all items, including but not limited to those identified in Section C.1.3 and Section C.3.0 and all other items necessary for the completed project to function as intended in the prospectus.
- D. Final design shall be stamped and signed by a licensed architect/engineer (as applicable) in the State of Oregon.
- E. Designs shall comply with all applicable standards and codes current at the time of design.
- F. Coordinate and assure design conformance with State/County requirements.

The Lessor shall complete the Tasks 1-5 as listed below.

C.6.1 Task 1: Design Charrette

- A. Kick Off Meeting and On-site investigation.
- B. Charrette Development and Agenda
- C. Charrette Execution/Summary with submittal of written evaluation/summary forms.

C.6.2 Task 2: Schematic Design

- A. Prepare plans.
- B. Provide estimate of construction cost (Class C) and overall project construction schedule.
- C. Present plans to COR (TEAMS/teleconference).
- D. Prepare and submit written response to COR review comments.

C.6.3 Task 3: Design Development

- A. Prepare complete plans and specifications.
- B. Update the estimate of construction cost (Class B) and overall project construction schedule.
- C. Present plans and specification documents to COR (face-to-face).
- D. Prepare and submit written response to COR review comments.

C.6.4 Task 4: Construction Documents

- A. Prepare complete plans and specifications.
- B. Update estimate of construction cost (Class A) and overall project construction schedule.
- C. Present plans and specification documents to COR (face-to-face).
- D. Prepare and submit written response to COR review comments.

C.6.5 Task 5: Final Production Document Activities (100% Complete)

- A. Prepare a complete set of construction contract documents necessary for the BLM to place a competitive contract out for bid.
- B. Provide a final set of design documents stamped and signed by a licensed engineer in the State of Oregon.
- C. Present final design to COR (TEAMS/teleconference).
- D. Prepare and submit written response to COR review comments.

C.6.6 Quality Control / Assurance

The Lessor is responsible for all Quality Control activities as prescribed in the terms and conditions of the Lease Amendment (Purchase Order No. XXXXXXXXX). All work shall comply with codes and standards applicable to each type of work.

C.6.7 Submittals

- o The submittals shall include all backup material previously submitted and revised as necessary.
- o The submittals shall contain all explanatory material giving the design rationale for any design decisions, which would not be obvious to an engineer reviewing the Final Drawings and Specifications.
- o All documents shall be in final form, stamped and signed, with all comments from previous reviews incorporated.

C.6.8 Review and Concurrence

The review of submittals is to ensure that the documents have been developed in accordance with the applicable requirements and Lessor has incorporated review comments into the next submittal.

- o Allow 15 calendar days for government review.
- o The Government will review the Lessor's submittals for conformance with the terms of this Statement of Work.
- o If the submittals do not conform to the terms of the contract, the Lessor will be advised of deficiencies in writing.
- o If submittals need revisions, these revisions can be accomplished and submitted with the next submittal phase unless it is the final submittal.
- o Lessor shall provide written response to Government's comments.

Section D – Packaging and Marking

{No Additional Information Available. Please Refer to Base Award}

Section E – Inspections and Acceptance

E.1.0 Place of Performance

Except as listed under Section E.2.0 below, there are no stipulations of where the planning and design work may be performed under this contract.

E.2.0 Travel, Meetings and Presentations

This task order shall include the applicable requirements as detailed in the Lease Amendment with the following additions, deletions and/or clarifications:

- The Lessor shall travel to the Ontario Municipal Airport for one working day for Kick Off meeting after amendment issuance to perform field investigation for Design Charrette and Schematic Design work.
- The Lessor shall schedule a TEAMS/teleconference meeting for the presentation of the Design Charrette Summary Findings and Schematic Design submittal stage.
- The Lessor shall make a face-to-face meeting at the Ontario Municipal Airport/City Hall for the presentation of Design Development and Construction Document stages, each of which is to require three to five people for one full working day.
- The Lessor shall schedule a TEAMS/teleconference call presentation for 100% complete design, which is to require three to five people for one full working day.

E.3.0 Time for Completion, Review & Approval, and Payment

All work, including review and approval, shall be completed on or before 360 days after issuance of the Lease Amendment. The COR will notify the Lessor in writing of approval or rejection of the work. Upon completion and acceptance of all work, the Lessor will be paid a firm- fixed price of \$ ____*.

* Contractor to propose.

Time for Completion, Review & Approval, and Payment will be made in accordance with the following schedule:

ACTION	Days from NTP (not later than)	REVIEW & APPROVAL	PAYMENT AMOUNT
A. Issue Lease Amendment/Notice to Proceed (NTP)	0		N/A
B. Submission of all documents and materials required in section F.1.0	*	15 days	*
C. Submission of all documents and materials required in section F.1.1	*	15 days	*

D. Submission of all documents and materials required in section F.1.2	*	15 days	*
E. Submission of all documents and materials required in section F.1.3	360	15 days	*

*Contractor to propose

Section F – Deliveries or Performance

F.1.0 Task 1: Design Charrette

- A. Provide summary findings of design charrette evaluation forms (to be provided at Schematic Design - 35% Submittal Review)

F.1.1 Task 2: Schematic Design

- A. Provide complete plans as follows, if applicable, at a minimum:
- Title Sheet/Location Map
 - Category 1-SEAT Base Site Layout
 - Site Utility Plan
 - Architectural Floor plan
 - Structural Plan
 - Vehicle Access/Parking Plan
 - Electrical/Lighting Plan
 - Electrical Site Utility Plan
 - Plumbing Plan
 - Mechanical Plan
 - Grounding Plan
 - Staging/Laydown Plan
- B. Provide index of specifications to be used in design.
- C. Provide estimate of construction cost (includes labor, materials, equipment costs) and overall project construction schedule. Cost estimate shall be Class C per BLM Manual 9102.

F.1.2 Task 3: Design Development

- A. Provide complete plans as follows, if applicable, at a minimum:
- Title Sheet/Location Map
 - General Project Notes
 - Site Grading & Staking Plans
 - Category 1-SEAT Base Site Layout

- Aircraft Ramp
 - Retardant Loading Pits
 - Fuel & Retardant Containment
 - Helipads
 - Evaporation Ponds
 - Layout Details/Sections
 - Vehicle Access/Parking Plans
 - Access/Security Plan
 - Site Utility Plan
 - Architectural Building Plans
 - Life Safety/Ceiling Plan
 - Details/Sections
 - Floor Plan/Elevation Plan
 - Structural Plan & Details
 - Electrical/Lighting Plan & Details
 - Plumbing Plan & Details
 - Mechanical Plan & Details
 - Grounding Plan
 - Staging/Laydown Plan
- B. Provide Specifications drafted in 2012 CSI (Master Format) format.
- C. Provide updated construction cost (includes labor, materials, equipment costs) and overall project construction schedule. Cost estimate shall be Class B per BLM Manual 9102.
- D. Provide bid schedule.
- E. Provide Electrical Load Summary.

F.1.3 Task 4: Construction Documents

- A. Provide complete plans as follows, if applicable, at a minimum:
- Title Sheet/Location Map
 - General Project Notes
 - Site Grading & Staking Plans
 - Category 1-SEAT Base Site Layout
 - Aircraft Ramp
 - Retardant Loading Pits
 - Fuel & Retardant Containment
 - Helipads
 - Evaporation Ponds
 - Layout Details/Sections
 - Vehicle Access/Parking Plans
 - Access/Security Plan
 - Site Utility Plan
 - Architectural Building Plans
 - Life Safety/Ceiling Plan

- Details/Sections
 - Floor Plan/Elevation Plan
 - Structural Plan & Details
 - Electrical/Lighting Plan & Details
 - Plumbing Plan & Details
 - Mechanical Plan & Details
 - Grounding Plan
 - Staging/Laydown Plan
- B. Provide Specifications drafted in 2012 CSI (MasterFormat) format.
- C. Provide updated construction cost (includes labor, materials, equipment costs) and overall project construction schedule. Cost estimate shall be Class A per BLM Manual 9102.
- D. Provide bid schedule.
- E. Provide Electrical Load Summary.

F.1.4 Task 5: Final Production Document Activities

- A. Provide complete plans (wet stamped and signed by a licensed architects and engineers in the State of Oregon), as follows, if applicable at a minimum:
- Official BLM Title Sheet/Location Map
 - General Project Notes
 - Site Grading & Staking Plans
 - Category 1-SEAT Base Site Layout
 - Aircraft Ramp
 - Retardant Loading Pits
 - Fuel & Retardant Containment
 - Helipads
 - Evaporation Ponds
 - Layout Details/Sections
 - Vehicle Access/Parking Plans
 - Access/Security Plan
 - Site Utility Plan
 - Architectural Building Plans
 - Life Safety/Ceiling Plan
 - Details/Sections
 - Floor Plan/Elevation Plan
 - Structural Plan & Details
 - Electrical/Lighting Plan & Details
 - Plumbing Plan & Details
 - Mechanical Plan & Details
 - Grounding Plan
 - Staging/Laydown Plan
- B. Provide Specifications drafted in 2012 CSI (MasterFormat) format.

- C. Provide final estimate of construction cost (includes labor, materials, equipment costs) and overall construction time period. Cost estimate shall be Class A per BLM Manual 9102.
- D. Provide bid schedule.
- E. Provide Electrical Load Summary.

F.2.0 Deliverables

- A. Plan sheets should be clear and legible when printed in Full Size (22"x34") and 11x17 format.
- B. In addition to the above, construction documents shall include all legends and other associated details to clearly and completely portray the project work required.
- C. All line work and text shall be legible when plotted at half-scale.
- D. Show north arrow indicators and graphic scale on all plan sheets.

Unless otherwise approved, the Contractor shall limit software for documents and/or drawings to the following:

- A. AutoCAD Design/Drafting Software Ver. 2017 or newer for drawings
- B. Microsoft Word for word processing (12 pt. font)
- C. Microsoft Excel for spreadsheet documents

The Contractor shall use standard commercial practices for design work. All drafting shall be of high quality and to professional standards. Drawings shall be sharp, clean, distinct, and legible.

Provide construction documents in the following format:

Task 1:

- a. One electronic copy of the Design Charrette summary findings and evaluation forms in pdf format.

Task 2, 3 and 4:

- A. 3 sets of preliminary drawings, printed on paper; 1 copy of full size and 2 of half size.
- B. One electronic copy of the preliminary drawings in .pdf format
- C. One electronic copy of the technical specifications in .docx format.
- D. One electronic copy of the preliminary cost estimate in .pdf format.

Task 5:

- A. 5 sets of final construction drawings, professionally stamped and signed by the designer of record, and signed by the appropriate designer in the "Designed" line of the title block, excluding the official BLM cover sheet. 3 sets of the 5 will be full size and wet stamped; 2 sets of the 5 will be half sized copies.
- B. One electronic copy of stamped/signed plans in .pdf format
- C. One electronic copy of plans in .dwg format (CD-ROM).
- D. One electronic copy of specifications in .docx and .pdf format.
- E. One electronic copy of the project cost estimate in .pdf and .xls format.

Send electronic & hard copy submittals/deliverables to:

- Engineer/Project Manager
- FMO/UAM
- BLM Oregon State Office

F.2.1 Oregon BLM Contacts:

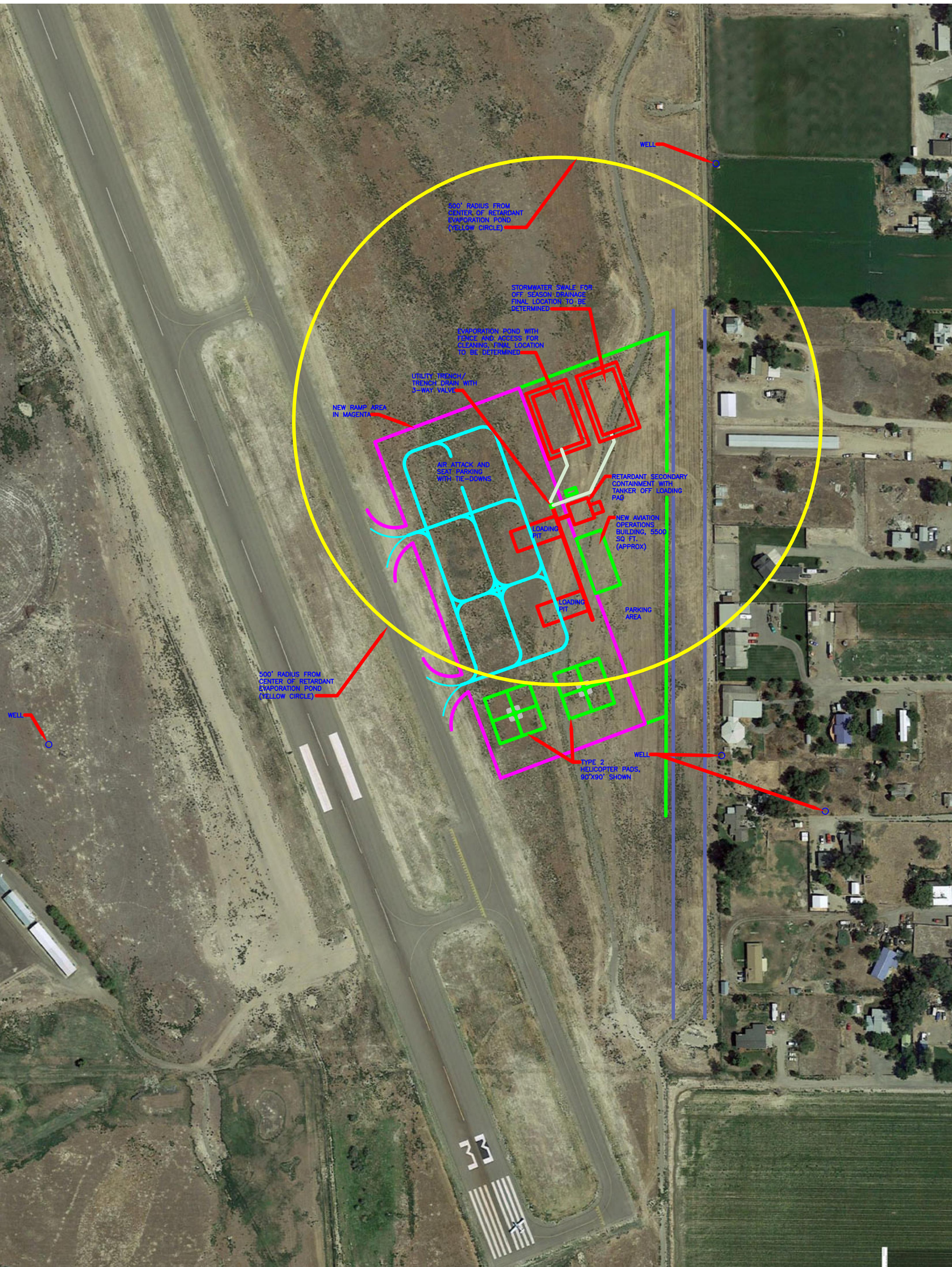
Fire and Aviation Point of Contact	Tracy Skerjanec Fire Management Officer tskerjan@blm.gov
Engineer/Project Manager	Ryan Bates Civil Engineer rbates@blm.gov

F.2.2 Invoicing Instructions:

The Lessor shall invoice BLM after each deliverable as identified in Section F.2.0 Deliverables above. Each invoice shall be provided with a schedule of values that identified percentage complete of the design package. Final Design invoice shall be submitted after BLM acceptance of Final Bidding Documents. Construction and construction administration invoicing will be identified in a separate lease amendment.

Total Project Cost:

Total Design Obligation NTE	\$ xxx,xxx.xx
Total Construction and Construction Admin Estimate NTE	\$x,xxx,xxx.xx
<u>Total Project Estimate NTE</u>	<u>\$7,000,000.00</u>





United States Department of the Interior
BUREAU OF LAND MANAGEMENT
Fire and Aviation
3833 S Development Ave
Boise, Idaho 83705-5354



March 2, 2020

State Department of Environmental Quality

RE: Proposed Environmental Containment Infrastructure at SEAT/LAT Bases

This operational description is intended to provide a clear description of the infrastructure to be provided at BLM Single Engine Air Tanker (SEAT) and Large Air Tanker (LAT) Bases. The description is being submitted to assist the understanding for the eventual environmental permitting process.

The BLM operates 30 emergency fire response tanker bases across 13 western states on a seasonal basis during a typical operating period of May through September. The BLM has developed the infrastructure design that is described here through several years of research and working through environmental impacts at various tanker bases across the west served by the BLM. Tanker aircraft contracted by BLM can carry 400-13,000 gallons of fire retardant per load, depending on the size of the aircraft.

Tanker aircraft utilize liquid concentrate Perimeter Solutions LC-95A fire retardant, which is stored in concentrated liquid form in tanks at each site. Before loaded on an aircraft the retardant is diluted to a 5.5:1 water to retardant ratio. The chemicals to note in this material are nitrogen and two RCRA heavy metals, all of which are below the hazardous materials thresholds in the diluted form uses for fire suppression. (NOTE: there is no trace of PFAS chemical in this fire-retardant source).

The tanker bases are designed for construction with a “closed system.” This is achieved using an evaporation pond to capture ALL stormwater, wash water, and any accidental release of retardant at the loading pits. Drainage is directed to the evaporation pond through a trench drain. The liquid concentrate retardant tank, mix tank (diluted retardant), and all transfer pumps are located in a secondary containment area sized to hold 110% of the largest tank volume plus an appropriate rain event. The design also includes a retardant transfer pad to capture spills during retardant deliveries. The secondary containment area and the transfer pad do not have drains or piping penetrating them, hence, all precautions for prevention of any environmental release have been accounted for in the tanker base design. See General SEAT/Tanker Base Layout at the end of this document.

The evaporation pond will be sized to meet the demands of the operations, which typically occur from May through September. A three-way diversion valve is used to direct flow to the evaporation pond while the base is operating and to the host airports storm drainage system when the base is not operating. As outlined in the BLM’s tanker base Standard Operating Procedures (SOP) only specific

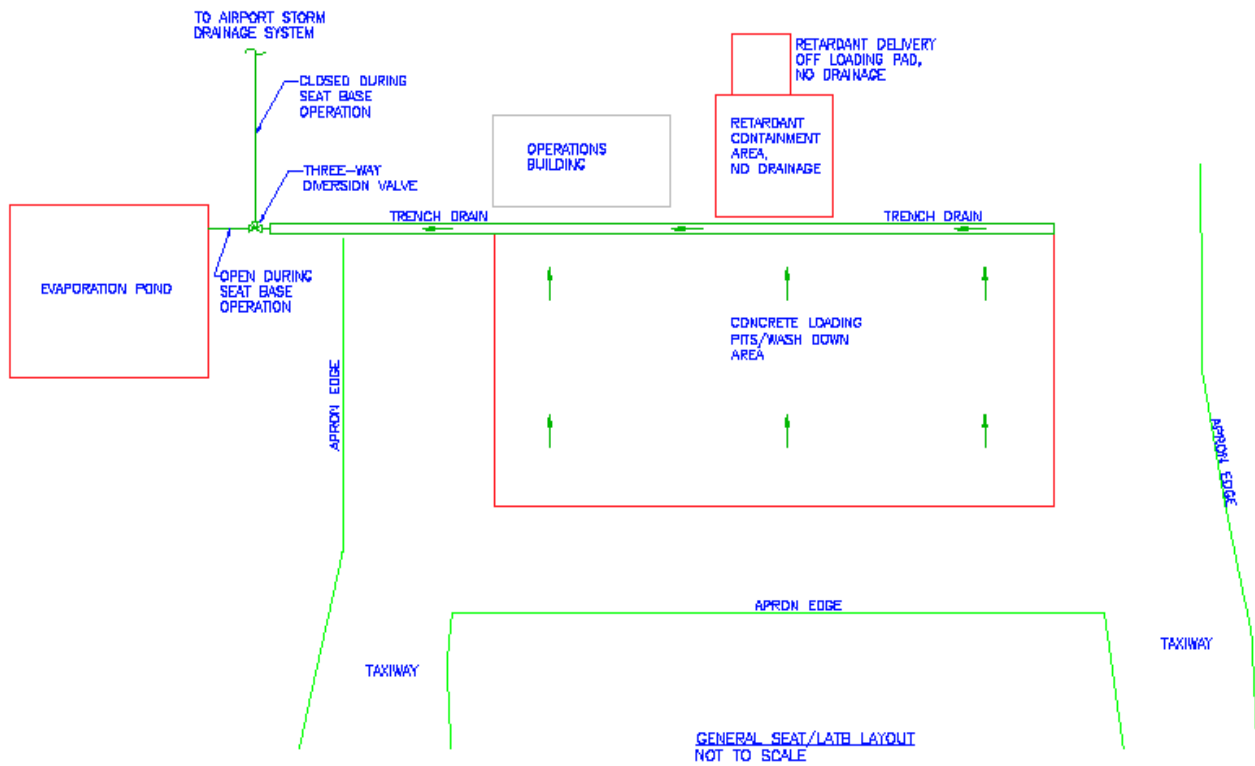
personnel have authority to control the valve. All BLM tanker bases follow Best Management Practices (BMP) and have Stormwater Pollution Prevention Plans (SWPPP). All BLM bases are inspected on a regular cycle for preparedness and environmental compliance through the Compliance Assessment for Safety Health and Environment (CAHSE) inspection program and per Fire Leadership Policy.

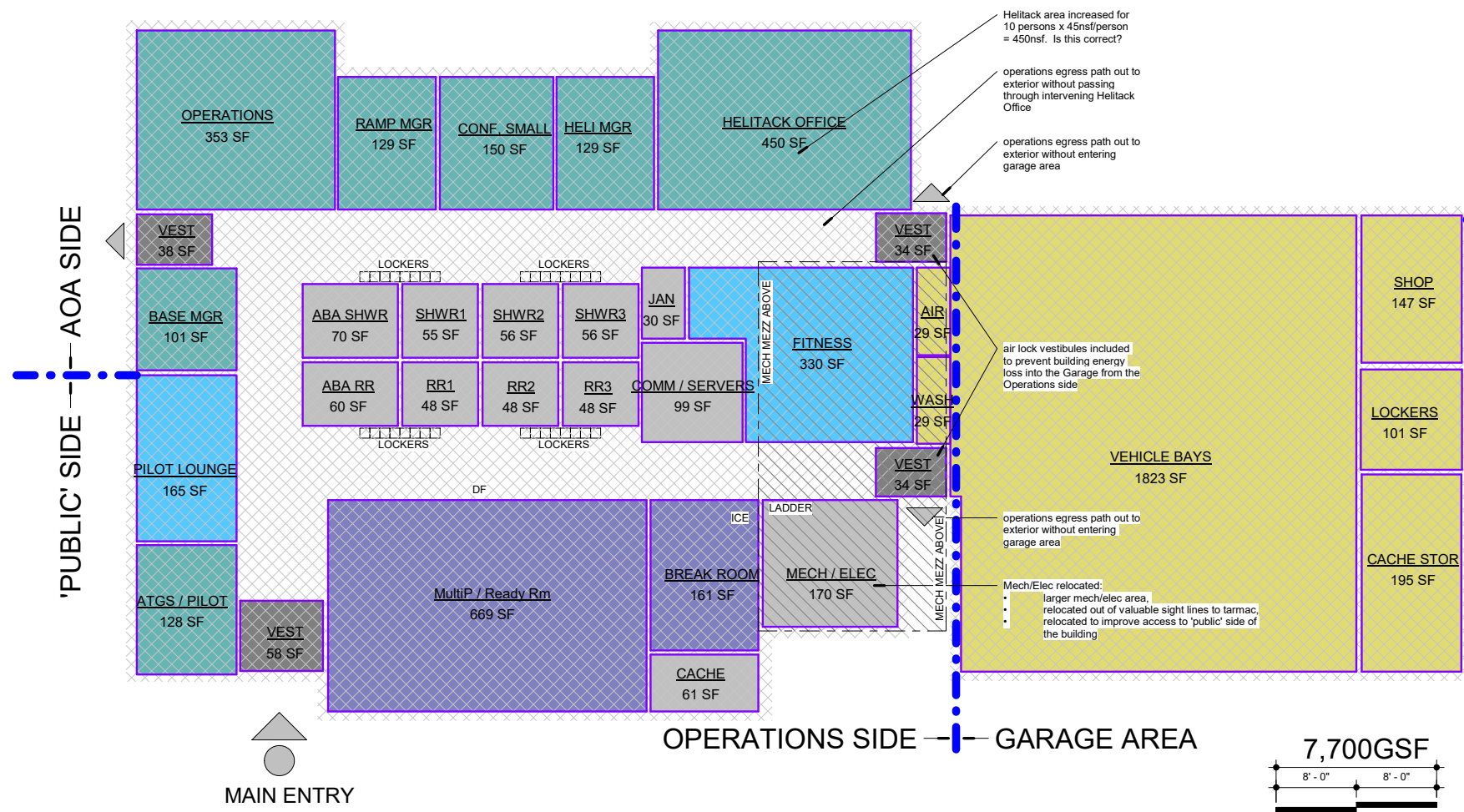
At the end of the fire season, the BMP in the SOP required by our Fire Leadership, is a complete wash down of the loading pit area and trench drain with a pressure washer. This washdown will drain to the evaporation pond. In addition, personnel will secure all tanks within the secondary containment area, secure miscellaneous chemicals (such as WD-40, general lubricants) and small fuel cans in a flammable storage cabinet. After shut down procedures are complete, appropriate BLM personnel will operate the three-way diversion valve to direct flow to the host airport's storm drainage system, as would be permissible under the host airport's Stormwater Permit.

BLM's SWPPP will be provided to the host airport for inclusion under their permit and within their Stormwater Pollution Prevention Plan. BLM will have a Memorandum of Understanding (MOU) in place with the host airport leadership that regular communication would occur around site inspections, sampling and visual inspections to ensure no impact from the BLM operating area occurs.

Any questions regarding this information or for further discussion, please contact Shelby Stuart, PE, Fire and Aviation Facilities Engineer, at 208-387-5539 or ssstuart@blm.gov.

See Typical Tanker Base Layout on next page.





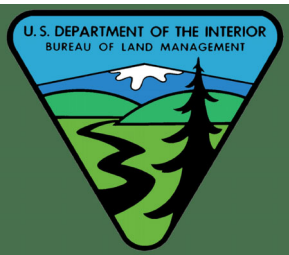
PROGRAM SPACES- ONTARIO AVIATION DISPATCH			
Department	Number	Name	Area
ONTARIO	COMMON	BREAK ROOM	161 SF
ONTARIO	COMMON	MultiP / Ready Rm	669 SF
ONTARIO	GARAGE	AIR	29 SF
ONTARIO	GARAGE	CACHE STOR	195 SF
ONTARIO	GARAGE	LOCKERS	101 SF
ONTARIO	GARAGE	SHOP	147 SF
ONTARIO	GARAGE	VEHICLE BAYS	1823 SF
ONTARIO	GARAGE	WASH	29 SF
ONTARIO	HEALTH / FITNESS	FITNESS	330 SF
ONTARIO	HEALTH / FITNESS	LOCKERS	Not Placed
ONTARIO	HEALTH / FITNESS	PILOT LOUNGE	165 SF
ONTARIO	MECH/ELEC/TARE	ABA RR	60 SF
ONTARIO	MECH/ELEC/TARE	ABA SHWR	70 SF
ONTARIO	MECH/ELEC/TARE	CACHE	61 SF
ONTARIO	MECH/ELEC/TARE	COMM / SERVERS	99 SF
ONTARIO	MECH/ELEC/TARE	JAN	30 SF
ONTARIO	MECH/ELEC/TARE	MECH / ELEC	170 SF
ONTARIO	MECH/ELEC/TARE	RR1	48 SF
ONTARIO	MECH/ELEC/TARE	RR2	48 SF
ONTARIO	MECH/ELEC/TARE	RR3	48 SF
ONTARIO	MECH/ELEC/TARE	SHWR1	55 SF
ONTARIO	MECH/ELEC/TARE	SHWR2	56 SF
ONTARIO	MECH/ELEC/TARE	SHWR3	56 SF
ONTARIO	OPERATIONS	ATGS / PILOT	128 SF
ONTARIO	OPERATIONS	BASE MGR	101 SF
ONTARIO	OPERATIONS	CONF. SMALL	150 SF
ONTARIO	OPERATIONS	HELI MGR	129 SF
ONTARIO	OPERATIONS	HELITACK OFFICE	450 SF
ONTARIO	OPERATIONS	OPERATIONS	353 SF
ONTARIO	OPERATIONS	RAMP MGR	129 SF
Grand total: 30			5890 SF

Building Area Legend

- CIRCULATION TARE
- COMMON
- GARAGE
- HEALTH / FITNESS
- MECH/ELEC/TARE
- OPERATIONS

ANTICIPATED GSF BUILDING FOOTPRINT:
7,700GSF MAX BUILDING FOOTPRINT PER DOI STANDARDS, ESTIMATED

① ONTARIO AVIATION BLOCK DIAGRAM
1/8" = 1'-0"



BLM Building Codes and Standards

updated 6/14/2021

Federal Law. The Public Buildings Amendments of 1988, 40 U.S.C. 3312 (formerly section 21 of the Public Buildings Act of 1959, 40 U.S.C. 619), require that each building constructed or altered by GSA or **any other federal agency** shall, to the maximum extent feasible, be in compliance with one of the nationally recognized model building codes and with other applicable nationally recognized codes.

Nationally Recognized Codes. For all design and construction work performed on federal buildings by BLM or those functions under BLM's construction authority, BLM has adopted the technical requirements of the following nationally recognized codes and standards referred to in this subsection (*including any and all accumulative supplements*). The technical requirements of these nationally recognized codes and standards will supplement other BLM requirements mandated by Federal Laws and Executive Orders, as well as other BLM criteria noted within this document that has been established to meet our customers' needs and their unique requirements.

State and Local Codes. BLM recognizes that the national building codes are typically the foundation of state and local building codes. State and local codes also represent important regional interests and conditions. As such, state and local building codes shall also be followed to the maximum extent practicable.

Legally, however, buildings built on federal property are exempt from state and local building codes. Local building permits and approvals are not required as BLM is the Authority Having Jurisdiction (AHJ). Notwithstanding, it is BLM's policy to comply with state and local building codes to the maximum extent practicable. Should a conflict exist between state and local codes and the BLM adopted nationally recognized codes, the BLM requirement shall prevail. All code conflicts shall be brought to the attention of the BLM NOC A/E Branch for resolution.

The BLM National Operations Center - Branch of Architecture and Engineering is charged with providing A/E technical assistance and direction for the BLM. The BLM NOC A/E branch requires the following nationally recognized codes and standards be incorporated into all BLM projects (where applicable):

National Codes and Standards

- 2018 IBC (International Building Code)
- 2018 IEBC (International Existing Building Code)
- 2018 IFC (International Fire Code)
- 2018 IFGC (International Fuel Gas Code)
- 2018 IMC (International Mechanical Code)
- 2018 IPC (International Plumbing Code)
- 2018 IRC (International Residential Code)
- 2018 IWUIC (International Wildland-Urban Interface Code)
- 2018 IECC (International Energy Conservation Code)
- NFPA 10 – Standard for Portable Fire Extinguishers (2018 Edition)
- NFPA 13D - Standard for the Installation of Sprinkler Systems (2016 Edition) (for sleeping quarters or sleeping quarters portion of building)
- NFPA 13 – Standard for the Installation of Sprinkler Systems (2016 Edition) (for non-residential buildings or non-residential portion of building)
- NFPA 58 – Liquefied Petroleum Gas Code (2017 Edition)
- NFPA 70 - National Electrical Code (2017 Edition)
- NFPA 72 - National Fire Alarm and Signaling Code (2016 Edition)
- NFPA 101 – Life Safety Code (2018 Edition)
- ABAAS (Architectural Barriers Act Accessibility Standards)

- ACI
- AISC
- ASCE 7 - Minimum Design Loads and Associated Criteria for Buildings and Other Structures
- ASHRAE Guideline 0 – 2019 - The Commissioning Process
- ASHRAE Guideline 1.1 – 2007 - HVAC&R Technical Requirements for The Commissioning Process
- ASHRAE 15 – 2016 – Safety Standard for Refrigeration Systems
- ASHRAE 55 – 2017 - Thermal Environmental Conditions for Human Occupancy
- ASHRAE 62.1 – 2016 - Ventilation for Acceptable Indoor Air Quality
- ASHRAE 90.1 – 2016 - Energy Standard for Buildings, Except Low-Rise Residential Buildings
- ASHRAE 90.2 – 2018 - Energy-Efficient Design of Low-Rise Residential Buildings
- ANSI/SMACNA 006 – 2006 - HVAC Duct Construction Standards - Metal and Flexible
- ASTM
- IEEE Standards
- IES Lighting Handbook 10th Edition (Illuminating Engineering Society)
- Interagency Security Committee - Physical Security Criteria for Federal Facilities
- NESC 2017 (National Electrical Safety Code)
- UL (formerly Underwriters Laboratories)

BLM Standards

- BLM Sustainable Buildings Implementation Plan
- BLM Manual 1535 - Space Management
- BLM Guidelines for a Quality Built Environment

DOI Standards

- DOI Space Management Handbook
- Secretary of the Interior's Standards for the Treatment of Historic Properties

Laws

- 40 USC §3312 - Compliance with Nationally Recognized Codes
- Energy Policy Act of 2005
- Energy Independence and Security Act of 2007
- Architectural Barriers Act (ABA) of 1968

Executive Orders

- Executive Order 14008 - Tackling the Climate Crisis at Home and Abroad
- Executive Order 13990 - Climate Crisis; Efforts to Protect Public Health and Environment and Restore Science
- Executive Order 13717 - Establishing a Federal Earthquake Risk Management Standard

Regulations

- 41 CFR Part 102-76 - Subpart C - Architectural Barriers Act
- [Guiding Principles for Sustainable Federal Buildings and Associated Instruction \(December 2020\)](#)

A more detailed code and policy analysis would be completed during the design phase to ensure compliance with these codes and standards. It is important to note that these codes and standards are updated periodically, and the most current version of this document should be referenced when the project is designed, in accordance with agency directives and guidance from the BLM NOC A/E Branch.



**AGENDA REPORT
DISCUSSION ITEMS**
January 11, 2022

To: Mayor and City Council

FROM: Paul Woods, City Engineer

THROUGH: Adam J. Brown, City Manager

SUBJECT: SAFE ROUTES TO SCHOOLS GRANT PROGRESS UPDATE

DATE: January 2, 2022

PROPOSED MOTION:

NONE

SUMMARY:

The engineering design for the project has progressed to 90% complete and the construction cost estimate for completion exceeds the approved budget. The cost estimates indicate that an additional \$80,000 is needed from city match funds to implement the full project. Staff have identified two sources of funding to cover the cost overrun. The other option is to reduce the project scope, but that could compromise a grant match from ODOT. There is no need to officially allocate the funds at this point, but a general sense of the Council's intent is helpful.

BACKGROUND:

The City was awarded a grant from Oregon Department of Transportation (ODOT) Safe Route to School (SRTS) Program in December, 2020 in the amount of \$360,000 with a commitment of a 20% match from City funds or \$90,000. The scope of the project is to install new ADA compliant concrete sidewalks, asphalt pathway, pedestrian ramps, storm drain improvements, painted crosswalks, and signs adjacent to existing streets to fill in existing sidewalk gaps in three project areas;

·Project Area 1 (Alameda Elementary School)

Alameda Dr: SW 14th Ave to Frost Road

8' wide asphalt pathway on East side, ADA ramps, crosswalks, storm drain improvements, and signage.

·Project Area 2 (Alameda Elementary School)

SW 12th St: Alameda School to College Green Drive.

Concrete sidewalk both sides of the street, ADA crosswalks, and signage.

·Project Area 3 (May Robert Elementary and Ontario Middle School)

NW 6th St: W. Idaho Ave to May Roberts Elementary School

Concrete sidewalk both sides of the street, ADA ramps and crosswalks at intersections, signage. The City was awarded a grant from ODOT to implement improvements in sidewalk infrastructure to improve safe routes to schools. The engineering design for the project has progressed to 90% complete and the construction cost estimate for completion exceeds the approved budget. The cost estimates indicate that an additional \$80,000 is needed from city match funds to implement the full project.

CURRENT SITUATION:

The Engineering Design for the project areas is 95% complete. The construction cost estimate for the project based on the 95% design puts the total project cost at \$527,000, which exceeds the total budget by \$77,000. The total project cost estimate includes construction contingency funds in the amount of \$60,000. The ODOT SRTS grant program is unable to contribute additional funding; City staff have identified three sources of potential City funding to allow the project to move forward as originally scoped;

1. Unanticipated street funds from ODOT
2. A higher beginning balance in the street fund than originally budgeted.
3. General Fund contingency or Stelling property sale.

If acceptable, staff will bring back to Council at the time of bid award an accompanying resolution transferring funds to fully fund the project. Staff have identified two sources of funding to cover the cost overrun. The other option is to reduce the project scope but that could compromise a grant match from ODOT. There is no need to officially allocate the funds at this point but a general sense of the Council's intent is helpful.

ANALYSIS:

- A. **STRATEGIC PLAN** The growth goal of the strategic plan includes a strategy to fill in sidewalks where none exist. This supports this goal.
- B. **FINANCIAL** The original \$448,660 was budgeted in the Street Fund under line item 045-090-719121.

With the unanticipated overrun of the project of \$80,000, staff have identified three sources of funding to cover the cost overrun:

1. Unanticipated street funds from ODOT
 - * The City received an unexpected \$172,957.52 from ODOT for COVID Revenue Shortages. There was \$129,500 already budgeted to be spent on Airport Way and Dorian; this leaves \$42,797 contingency in the Street Fund that could be used for this project.
2. A higher beginning balance in the Street Fund than originally budgeted
 - * The Street Fund ending 2020-2021 balance came in at \$18,509 and there was zero budgeted

3. The remaining \$18,694 could come out of the Stelling property sale proceeds or the General Fund contingency.

A resolution would be presented to the council at the time of the bid award if necessary.

- C. **TIMING** The project needs to choose between scope reduction or enhanced grant match funding to proceed.
- D. **POLICY/LEGAL** A bid is required to be awarded by the City Council and if the low bid comes in higher than current appropriations a budget resolution would need to be approved.

ALTERNATIVES:

Two alternatives have been presented above.

RECOMMENDATION:

Staff recommends continuing with the original scope and allocating additional city funds to the grant match.

ATTACHMENTS:

- 1. City Council Update January 11



Safe Routes to Schools Grant Update

City Council Meeting
January 11, 2022



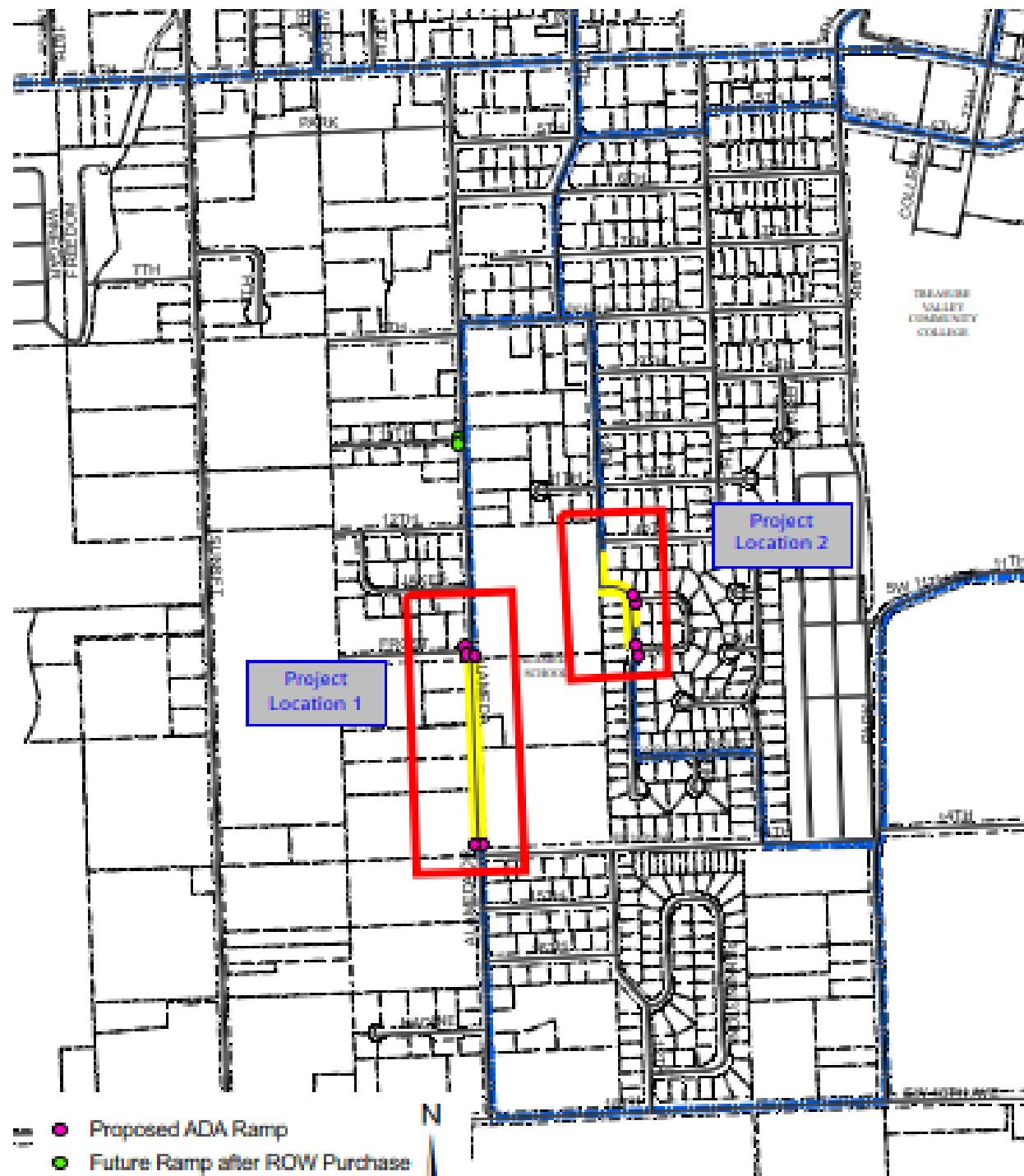
Background

- The City was awarded a grant from Oregon Department of Transportation (ODOT) Safe Route to School (SRTS) Program in December, 2020 in the amount of \$360,000 with a commitment of a 20% match from City funds or \$90,000;
- The scope of the project is to install new ADA compliant concrete sidewalks, asphalt pathway, pedestrian ramps, storm drain improvements, painted crosswalks, and signs adjacent to existing streets to fill in existing sidewalk gaps in three project areas;
- **Project Area 1 (Alameda Elementary School)**
Alameda Dr: SW 14th Ave to Frost Road
8' wide asphalt pathway on East side, ADA ramps, crosswalks, storm drain improvements, and signage.
- **Project Area 2 (Alameda Elementary School)**
SW 12th St: Alameda School to College Green Drive.
Concrete sidewalk both sides of the street, ADA crosswalks, and signage.
- **Project Area 3 (May Robert Elementary and Ontario Middle School)**
NW 6th St: W. Idaho Ave to May Roberts Elementary School
Concrete sidewalk both sides of the street, ADA ramps and crosswalks at intersections, signage.



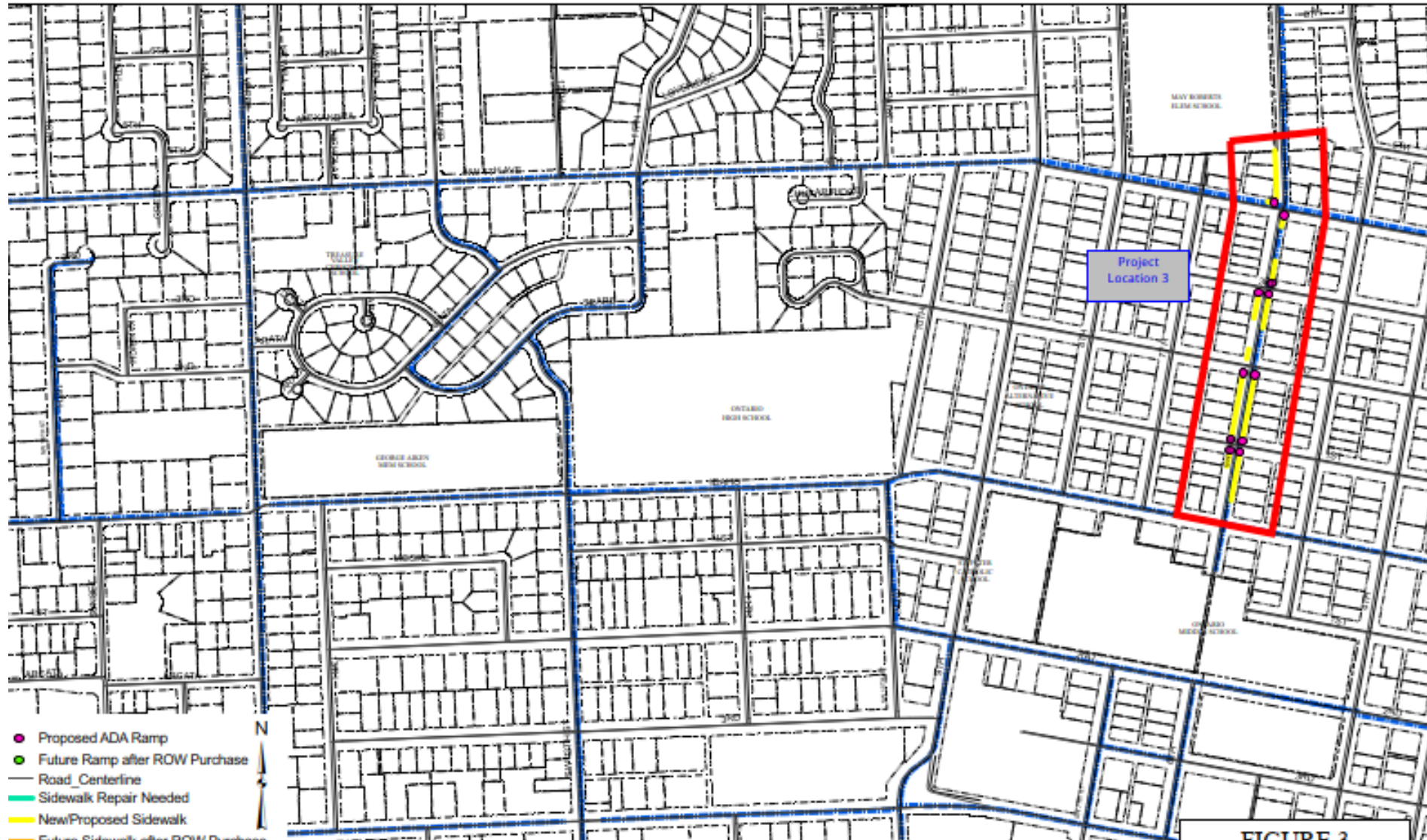


ONTARIO
OREGON





ONTARIO
OREGON



Current Status



- Engineering Design is 95% complete;
- The construction cost estimate for the project based on the 95% design puts the total project cost at \$527,000 which exceeds the total budget by \$77,000;
- The total project cost estimate includes construction contingency funds in the amount of \$60,000;
- The ODOT SRTS grant program is unable to contribute additional funding;
- City staff have identified two sources of potential City funding to allow the project to move forward as originally scoped;
- The sources are unanticipated street funds from ODOT and a higher beginning balance in the street fund than originally budgeted;
- If acceptable, staff will bring back to Council at the time of bid award an accompanying resolution transferring funds to fully fund the project.



Questions or Comments?





**AGENDA REPORT
DISCUSSION ITEMS
January 11, 2022**

To: Mayor and City Council

FROM: Adam J. Brown, City Manager
Dan Cummings, Community Development Director

THROUGH: Adam J. Brown, City Manager

SUBJECT: **AMEND SALES AGREEMENT WITH LOOKS NU, INC CAR WASH PROPERTY**

DATE: January 8, 2022

PROPOSED MOTION:

I MOVE THE CITY COUNCIL TO APPROVE AN AMENDMENT TO THE AGREEMENT BETWEEN THE CITY OF ONTARIO OREGON AND LOOKS NU, INC., FOR THE PURCHASE AND TRADE OF LAND AND PROPERTY AS PROPOSED IN THIS STAFF REPORT AND INSTRUCT STAFF TO BRING BACK TO THE CITY COUNCIL A NEW RESOLUTION OF ADDITIONAL LANDS BEING SURPLUSED AND AN AMENDED AGREEMENT AT A PUBLIC HEARING ON JANUARY 25, 2022.

SUMMARY:

Under the direction of the City Council and their adopted strategic plan, staff have been working with designers on a plan for a downtown attraction. The Parks Committee and City Council believed the attraction would be enhanced by acquiring the property on the west side of the 100 block of SW 1st Street. The City Council approved a land purchase and swap with Looks Nu, Inc on October 26, 2021. Shortly thereafter, the owners, working with the designers, approached city staff about adding an additional 13 feet to the swap from the City.

BACKGROUND:

The City previously approved purchase of Property 4500 and 12 feet of lot 16. Subsequent to the approval of the agreement, NuLook requested that the city allow them to include all of lot 16 in the purchase. This will result in a net increase to the city of \$12,732. The previously agreed upon trade with demolition was \$137,287.

CURRENT SITUATION:

The Assessed Valuation of the City's Property 4500 is \$45,770. All of lot 16 is 50% of the whole tax lot 4400, which is appraised at \$48,970. So, 50% of tax lot 4400 is \$24,485. Both tax lot 4500 and 50% of 4400 are valued at \$70,255. We agreed to split the difference in the assessed value (\$156,740) and what NuLook proposed (\$200,000), which would be \$178,370 minus the value of the city property for a total of \$108,115.

Demolition of the site was agreed upon at a cost of \$16,440. With the demolition cost of

\$16,440 and the property trade at \$108,115, the total acquisition cost to the city and trade will be \$124,555. The previous agreement was for \$137,287 for a difference of \$12,732 less being paid by the city.

Without selling the entire Lot 16, the city would have to perform a property line adjustment of the parcels, which was agreed to be paid for by the City. The City Surveyor, Dan Cummings, was going to perform the property line adjustment application mapping and stamping of the project, but the city was going to have to contract the field work and required setting of new property pins for the new property line, along with the cost of the filing of the survey map. This contracted work was estimated to be around \$2,000.00 out of pocket expense. This will not have to be done if the city sells the entire Lot 16, resulting in a savings to the city of \$2,000.00 for contract work. The consolidation of the Lots can be done by a letter from the Planning Director to the County Assessor authorizing the consolidation based on the deeds recorded for this transaction.

The total proposed land to be traded to Looks Nu, Inc in the amended agreement is shown on attachment 1 of this report.

ANALYSIS:

- A. **STRATEGIC PLAN** This fulfills a very specific strategic plan measure under the Desirability goal, "Create More Things to Do" strategy, and "Add a downtown attraction" activity.
- B. **FINANCIAL** The City Council budgeted \$200,000 for the acquisition of the property. The remaining money expected from the first agreement has been allocated to design. Currently, designers are under contract to do concept level design. This will leave additional money for final design. With this change, we will not need to waive the cost of property acquisition. This is a net difference of \$12,732 less spent on the acquisition of the property.
- C. **TIMING** The concept level design is under way. Looks Nu Inc., is ready to close the agreement. The building would be demolished after the agreement is executed but before closing.
- D. **POLICY/LEGAL** The agreement for disposing and purchasing land can only be approved by the City Council.

ALTERNATIVES:

Take No Action: Without approving the additional 13 feet, it is unknown whether the sellers will go through with the land swap and purchase.

RECOMMENDATION:

Staff recommends approval of the additional 13 feet of tax lot 4400, being all of Lot 16.

ATTACHMENTS:

1. Attachment 1-Parking Lot Sale NuLook Parking Lot



CITY OF ONTARIO & LOOKS N.
 City of Ontario Planning, Lot Being Lot 14 through Lot 20 of Block 21 of the Original
 Plan of Division
 Lot 15, No. Property being Lot 11 through Lot 21 of the Original Plan of
 Division
 PROPOSED SALE TO LOOKS N. Lot 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21 of the Original Plan
 of Division



December 2021 ACTIVITY REPORT



December 2021



Emergency Medical:

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

CITY	125
RURAL	13

1 of these emergency calls required back-up crews to be called in to respond to 2nd call.

Hazmat Team Calls:

1

Fire Related Emergency Calls:

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

	TOTAL	General	Mutual Aid
CITY	12	1	0
RURAL	1	0	1

0 of these emergency calls required back-up crews to be called in to respond to 2nd call.

TOTAL CALLS FOR MONTH

CITY	138
RURAL	14

Firefighter Training:

11/30, 12/7,14,21 – This month all the training was done at the Live Fire Burn house on SW 2nd St. The staff has done search drills, ventilation operations and live fire attacks.

Permits Issued:

City Open Burns 0

City Burn Barrels 0

Rural Open Burns 19

Rural Burn Barrels 5



December 2021



Inspections:

12/16/21 – Road Runner Auto Salvage annual required state inspection.

Community Involvement:

*12/3/21 – Chamber of Commerce
Santa's Breakfast at Elks Lodge*

*12/4/21 – Chamber of Commerce
Winter Wonderland Parade.*

*12/4/21 – Fire department annual
awards banquet 2020 and 2021.*



12/11/21 – Malheur County covid drive through vaccine clinic at Fire Station 2.

*12/14/21 – Ribbon cutting at Collectable toy store in Treasure Valley Market
place.*



December 2021

Community Involvement Continued:

12/15/21 – Ontario Fire Department children's Christmas party at Public Safety Training Facility.



12/16/21 – Jacobs/City of Ontario staff appreciation luncheon.





December 2021

Summary of Calls of Interest:

City Incidents:

11/30 392 NW 18th St. / 12/1 1664 Pennington Dr. The Rescue 1 staff responded to a couple of different carbon monoxide service calls. They both had zero hazards and were just battery issues.

12/4 250 SW 7th St. R1 was dispatched for a structure fire at a triplex. Arrived on scene to find smoke coming from the rear of the structure. R1 stretched a hose line to the unit involved. R1 forced the door and made entry into the apartment. R1 crew found flames coming out of a closet near the entry door, and on a couch and the bed. R1 extinguished the fire and performed a primary and secondary search; no persons nor animals were found. Ventilation was performed and then salvage and overhaul. There was multiple wiring and junction boxes within the involved closet toward the ceiling of the closet. The burn patterns were apparent of a fire that started near the top of the closet, the staff investigated the fire and took several pictures.

12/6 734 SW 3rd Ave. Rescue 1 crew responded to a fully involved Ford van fire. They found a van with a person using it as their residence. The owner had received some burns to her hands trying to rescue some pets in the van. The owner was transported by TVP for treatment. The crew had to force entry to different areas of the vehicle to extinguish the fire. The owner told OPD officer that she was lighting a propane heat source and the flames spread very quickly.

12/8 Hwy. 95 MP 8 A portion of the Haz-Mat team responded to a head on Semi truck crash that was leaking diesel fuel from both trucks onto the roadway and to the shoulder of the road. They controlled the leak and notified the state of the situation.

12/8 313 SE 13th St. Rescue 1 crew responded to a commercial water flow alarm. They did not gain access but did not see any sign of smoke or water flow, so they cleared the scene.

12/13 1775 E. Idaho R1 crew responded to a vehicle fire in the Wal-Mart parking lot. Upon arrival they found a pick-up smoking with a side window broke out. Some bystanders saw the smoke and fire and noticed a dog inside the cab, so they broke the window and got the dog out. The crew found fire on and behind the seat.

12/13 1462 SW 4th Ave. West Park Plaza. Rescue 1 crew responded to a water flow alarm. The fire sprinkler system was being worked on earlier in the day and for some reason set off a flow alarm. There was no problem at the scene.



December 2021



City Incidents Continued:

12/17 I-84 MP 374 The crew responded to smoke around the State Park. They were not able to locate any smoke in the area.

12/17 98 Sunset R1 crew responded to carbon monoxide detector activation, the gas levels were within normal range, it was a faulty detector.

12/19 1041 NW Washington Ave. Rescue 1 staff responded to a fuel spill at Loves truck stop. The fuel attendants had controlled and contained the spill. The Rescue crew just advised them what additional work needed to be completed.

12/21 977 SW 3rd St. R1 responded to a gas smell. The complainant stated they could not smell it inside but outside. The staff could not smell anything, and no levels were visible on the monitor.

Rural Incidents:

12/25/21 Hwy 52 and Pioneer Rd. Rescue 1 crew was called to a motor vehicle crash of a car upside down in a ditch with the patient trapped. This is a mutual aid call in Payette Rural Fire districts area. We also mutual aid Treasure Valley Paramedics for this area. When the crew arrived, the patient was out of the vehicle and in the ambulance. No assistance was needed.

2021 Fire and Rescue call totals:

Medicals: City 2122 Rural 198 Total 2320

Fires: City 264 Rural 95 Total 359

Total Calls: 2679 11.3% increase

Jacobs December 2021 Report



Jacobs

Monthly Business Review

Public Works Department

Contents:

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

DEVELOPMENT REVIEW

ACTIVITIES DECEMBER 2021

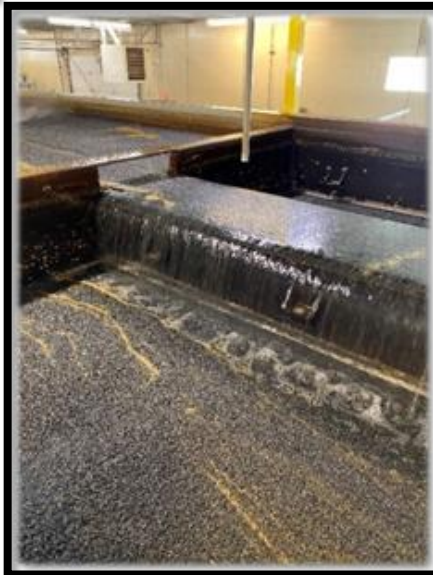
- Issued 4 ROW Permits
- Attended 1 PDAC meeting to discuss new businesses.
- Attended the Jacobs monthly safety meeting.
- Inspected the abandonment of 0 Backflow devices on irrigation systems.
- Design support of the Safe Routes to School design.
- Support Design of the T200 and Navarrete water and sewer extension project.
- Conducted multiple plan reviews for new construction
- Conducted multiple construction inspections
- Continuous updating of the GIS mapping
- GIS new installations of City utilities, SRCI Sewer line upgrade Bid Opening
- Coordinated traffic Counts

WATER: TREATMENT PLANT AND DISTRIBUTION SUMMARY

ACTIVITIES DECEMBER 2021



High Service Pump 4 Check Valve replacement underway



Westech Clarifier #2 Annual maintenance

Annual pump maintenance/oil changes



WATER: TREATMENT PLANT AND DISTRIBUTION SUMMARY

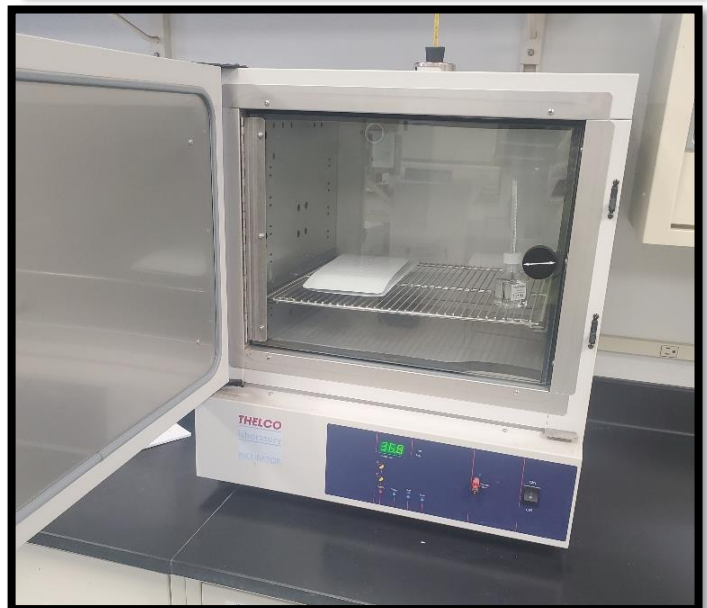
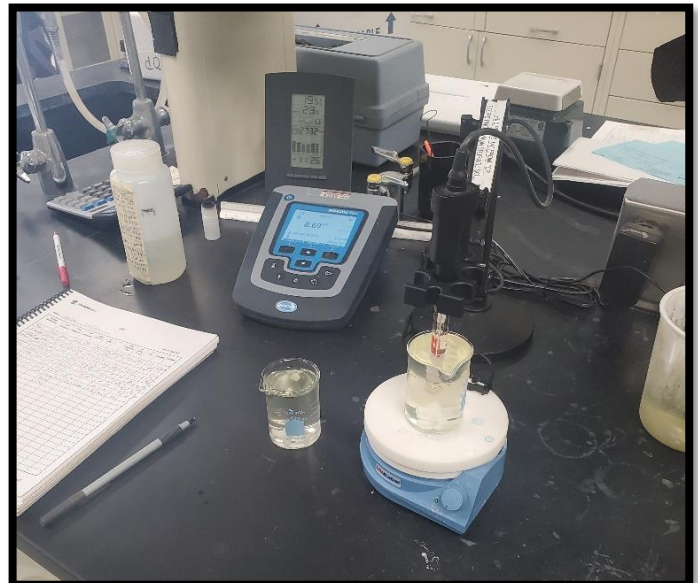
ACTIVITIES DECEMBER 2021

- Water treatment staff run diagnostic checks (jar testing) weekly to ensure correct chemical dosing is correct per DEQ river water quality
- Monthly Bacterial samples taken
- Crews adjusting the chemical delivery systems
- WTP Technical Assessment completed and findings presented
- 19 water services turned on customer request
- 9 water services turned off customer request
- 63 water services turned off for non-payment
- 55 water services turned on for payment received
- 20 water services turned on/off read only customer request
- 13 water services checked to verify still off from non-payment list
- 4 new water services installed
- 10 water services turned off for leaks
- 11 water services turned on and verified leaks have been repaired by customer
- 1 meter changed out for non-functioning
- 1 water meter checked for consumption issues

WASTEWATER TREATMENT PLANT AND COLLECTION SYSTEM SUMMARY

ACTIVITIES DECEMBER 2021

- All sampling per the 2019 NPDES permit have been taken.
- December Tier 2 sampling required by the NPDES permit completed
- Continued required copper Biotic sampling required in the NPDES permit.
- Annual electrical control panels (PdMs) completed
- All buildings and equipment have been winterized for the season.
- New shop hot work area was completed



OPERATIONS MAINTENANCE: BUILDINGS, PARKS, CEMETERIES AND STREETS SUMMARY

ACTIVITIES DECEMBER 2021



Shut down a Fire Hydrant line, the hydrant was hit in a police pursuit and damaged on SW 11th St.

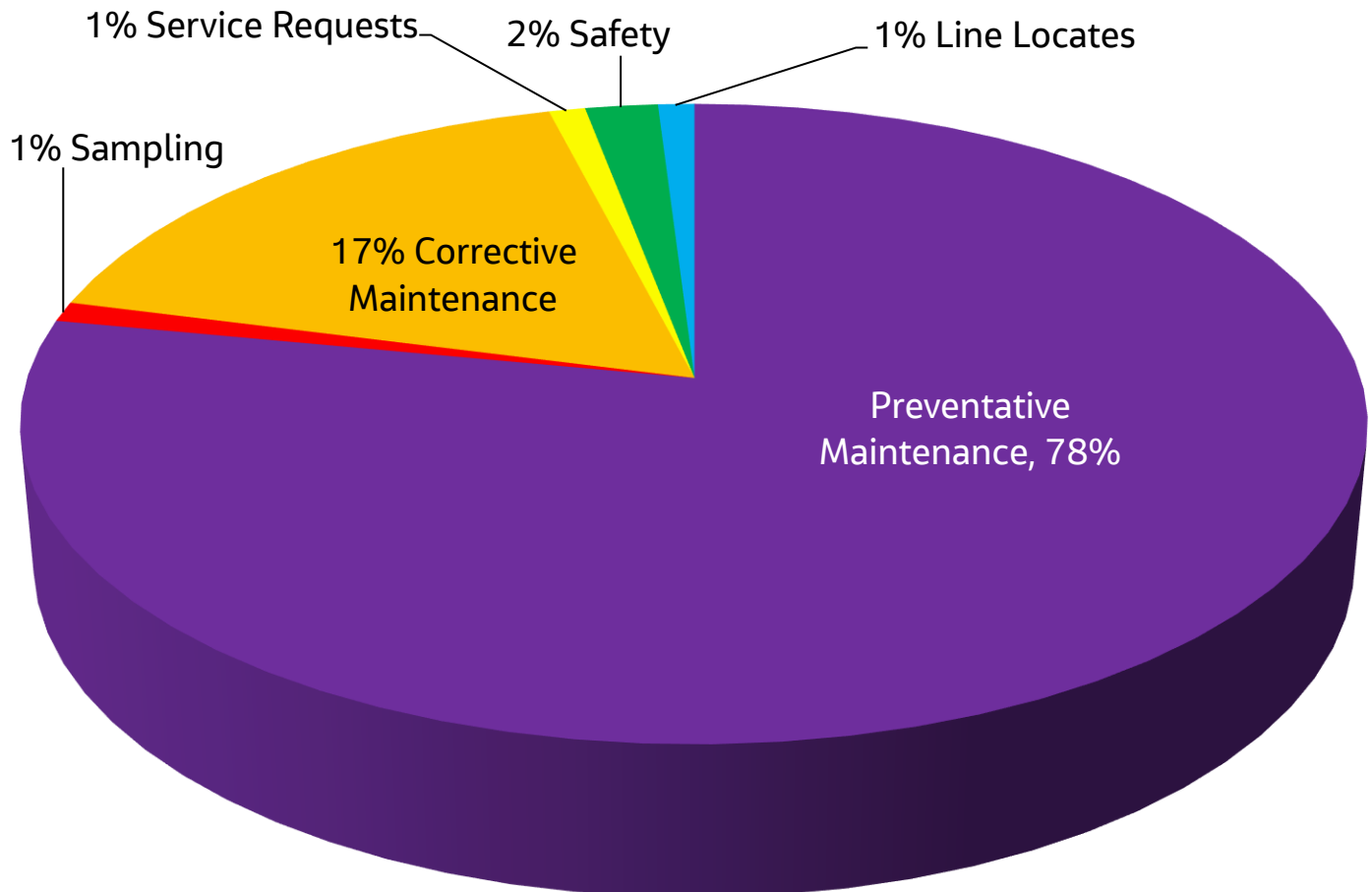


OPERATIONS MAINTENANCE: BUILDINGS, PARKS, CEMETERIES AND STREETS SUMMARY

ACTIVITIES DECEMBER 2021

- Continued sweeping full town round
- Installed the winter banners and lit decorations
- Set up traffic control for the Christmas Parade
- Picked trash up in the E. Idaho Ave swells
- Swept downtown and the underpass prior to the parade
- Continued to pick up a few bags of leaves that were late getting put out from the fall leaf pickup
- Cleaned up 2 homeless camps and multiple shopping carts filled with trash
- Installed new three-hour parking signs on S. Oregon St that had been graffiti
- Graded and laid asphalt regrinds out at the Airport for the new parking area on Airport Way
- Installed 2 new signs where the fence was moved on Airport Way
- Worked with IMCO for the water and sewer replacement project, isolating water mains for the project.
- Shut Murakami LS off for a 12-hour period for a CIPP section to be completed, 4 vac trucks hauled the sewer around the lift station during this period to prevent surcharging
- Applied salt to the primary and secondary routes during 2 small snowstorms and for some black ice following.
- Repaired a water leak near SRCI on a 2" PVC line
- Replaced a 6" Tee that started leaking during a backfilling and compacting project on SW 10th Ave.
- Completed 2 hot taps for developments, for a 6" and 4" water lines for developments
- 60 utility locates completed

OPERATIONS MAINTENANCE: BUILDINGS, PARKS, CEMETERIES AND STREETS SUMMARY



APPENDIX

PUBLIC WORKS DEPARTMENT

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

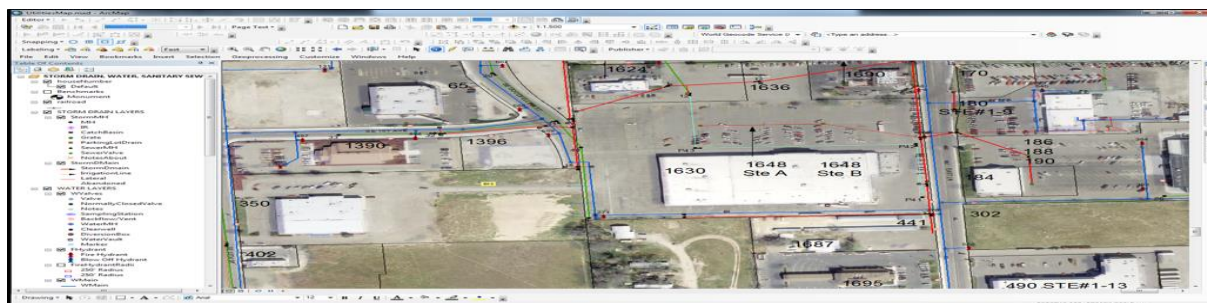
Public Works maintains a water system that complies with the EPA and Division of Health requirements. Staff also maintains the Wastewater Collection system and Wastewater Treatment facilities to meet DEQ standards. These same employees provide sewer and water line construction and maintenance to the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

ADMINISTRATION

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

ENGINEERING

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



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

OPERATIONS MAINTENANCE

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

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

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

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

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

WATER TREATMENT PLANT

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

There are two sources of water for Ontario's estimated 11,090 residents: 80 percent comes from the Snake River and 20 percent comes from wells. Two plants treat the City's water. One is a conventional filtration plant and the other is an up flow clarifier. The steps for treatment are flocculation, sedimentation, filtration and disinfection, which meet the compliance of the Oregon Health Authority (OHA).

The Oregon Health Authority requires an operator be on duty 365 days a year. Ontario customers account for 3,845 water services, not including Snake River Correctional Institute (SRCI).

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

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

MAINTAINS 80 MILES OF WATER MAINS.

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

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

Water Distribution System include maintenance and repair of approximately 97 miles of water lines and 3,625 services that include service installations, mainline installation, meter reading, maintenance of more than 600 fire hydrants, and valve exercising of more than 1,700 water valves.

WASTEWATER TREATMENT PLANT

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

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

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

Average discharge volume is approximately 1.5 MGD. Winter discharge is to the Snake River from November through March. Summer discharge is land applied to approximately 353 acres of cropland at the Skyline Farm. Sewer collection duties include maintenance and repair of approximately 78 miles of sanitary sewer lines within the city. Responsibilities include constructing new pipelines, cleaning all gravity sanitary sewer lines, repairing or replacing sanitary sewer lines as needed, providing line locations for all water and sewer lines, and maintaining eight lift stations plus a bar screen and one lift station from SRCI. The city has approximately 56 miles of storm drain collection lines and 1,450 catch basins throughout city limits. Duties include storm drain maintenance and repair, cleaning of approximately 11 miles of storm drain lines, and cleaning the catch basins.



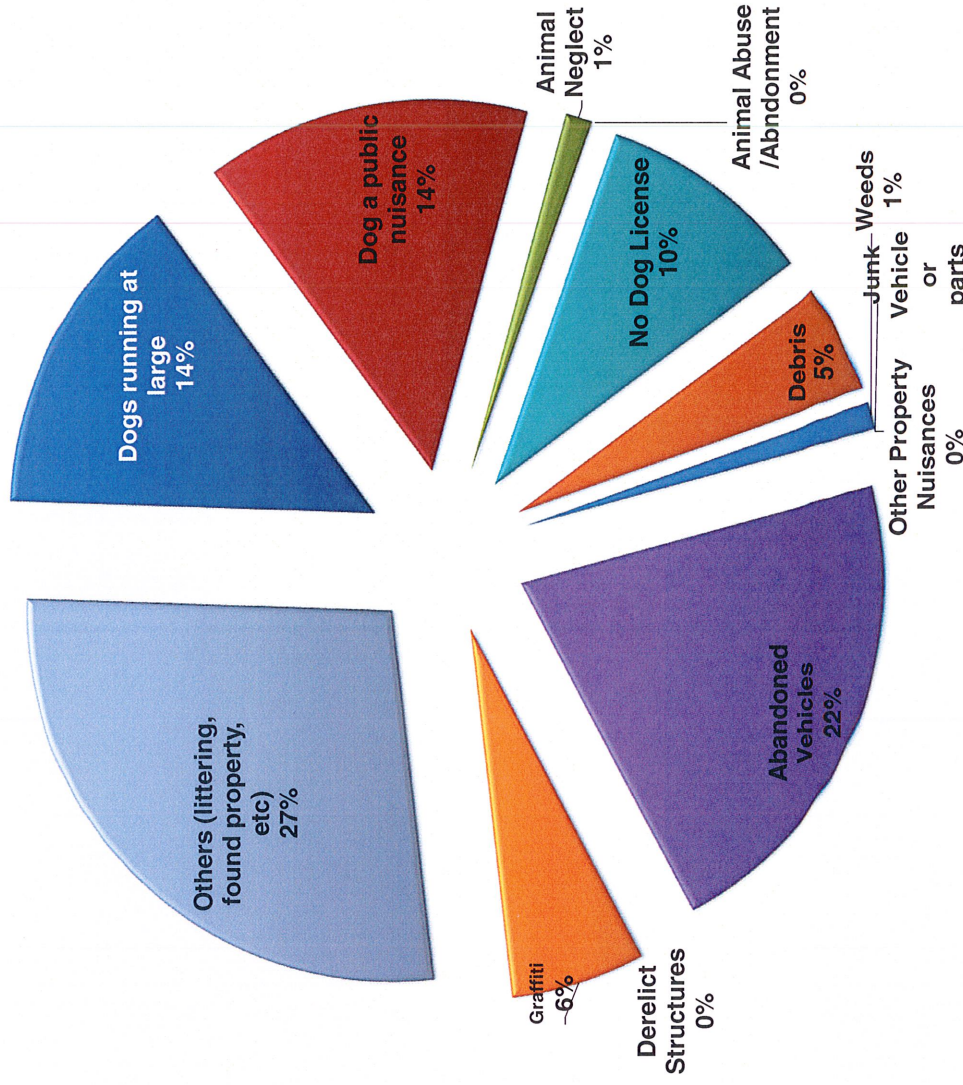
Police Stat Report 2021

Activity	2021 October	2021 November	2021 December	YTD 2021	Qrt4 Oct-Dec	PRIOR YTD 2020
Calls for Service	875/1397	780 / 1264	677 /1127	9474/15209	2332/3788	10239
Murder	2	0	0	3	2	1
Manslaughter	0	1	0	1	1	0
Robbery	1	3	0	18	4	8
Sex Crimes	8	4	2	60	14	55
Burglary	16	13	8	173	37	126
Assault	19	5	6	143	30	171
Arson	2	0	0	5	2	0
UUMV / Auto Theft	10	8	8	108	26	0
Arrests	103	117	104	1193	324	828
Arrests w/Use of Force	3	0	1	25	4	17
Gang Related Cases	1	1	4	48	6	40
Graffiti	2	1	6	73	9	67
Death Investigations	3	5	2	26	10	32
SRO Cases	34	41	12	172	87	120
Thefts	82	71	56	793	209	843
Traffic Stops	67	55	80	992	202	1767
Cited Traffic/Parking	101	87	94	1068	282	910
Traffic Crashes	60	42	32	513	134	437
Alarms	32	22	34	339	88	349

CODE ENFORCEMENT

DECEMBER: 2021 Stats

Violation	Dec-22	Column1
Dogs running at large	12	
Dog a public nuisance	12	
Animal Neglect	1	
Animal Abuse /Abandonment	0	
No Dog License	8	
Debris	4	
Weeds	1	
Junk Vehicle or parts	0	
Other Property Nuisances	0	
Abandoned Vehicles	18	
Derelict Structures	0	
Graffiti	5	
Others (littering, found property, etc)	23	
Dogs taken to (Fetch This Kennel)	0	
Civil Penalties Issued	0	
C.P. Amount Sent	\$0	
Total Parking Citations	2	
Total Violations	86	
Total Cases	86	
		0



Notes: CODE ENFORCEMENT HAS BEEN MAKING MORE VERBAL CONTACT WITH PROPERTIES THAT HAVE VIOLATIONS ABATEMENTS ARE BEING DONE /WITH NO CIVIL PENALTIES BEING SENT AT THIS TIME. CODE ENFORCEMENT HAS BEEN VERY LUCKY AND HAVE BEEN GETTING COMPLIANCE FROM THE BUSINESS AND RESIDENCE WITH CLEANING UP THEIR PROPERTIES.