

**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, APRIL 12, 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 April 8, 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) CONSENT AGENDA

- A) Minutes: City Council March 22, 2022
- B) Liquor License Application: Cowboys Bar & Grill
- C) Liquor License Application: Red Apple Marketplace
- D) Housing Incentive Program: Allen Thompson (47-2022)
- E) Housing Incentive Program: Poole (44-2022)

5) PRESENTATION

- A) Firefighters Years of Service Recognition

6) 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.

7) DISCUSSION

- A) City Attorney

8) OLD BUSINESS

- A) Resolution #2022-112: Leavitt Lease and Promissory Note Closeout
- B) Renewal of Contract with Oster Professional Group (OPG)
- C) Release of Code Enforcement Fines and Liens
- D) Rural Fire District Extension

9) NEW BUSINESS

- A) Federal RAISE Planning Grant Application
- B) Amendment Number 5 to the Agreement for Operations, Maintenance and Management Services with Jacobs
- C) Bid Award for Beck Park Bathroom Rehabilitation
- D) Resolution #2022-108: GASB 54
- E) Housing Incentive Program: BK Construction (45-2022)
- F) Housing Incentive Program: BK Construction (46-2022)
- G) Award of Engineering Contract for Water Treatment Plant Floc Mechanism Rehabilitation

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

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10) PUBLIC HEARING

- A) Resolution #2022-107: Approving the Sale of Real Property, Lots 1 and 4 Stelling Subdivision
- B) Resolution #2022-109: State Revenue Sharing
- C) Resolution #2022-110: Adopt City of Ontario 2022-2023 Annual Budget

11) DEPARTMENT HEAD UPDATES

- A) Police Department: Quarterly Report

12) DISCUSSION ITEMS

- A) Downtown Attraction Update by GGLO
- B) Measure 109: Psilocybin Program Initiative

13) HAND-OUTS

- A) Minutes: County Court Mar 16, 2022; Mar 23, 2022; Mar 30, 2022
- B) Monthly Department Stats:
 - Police - March 2022
 - Code Enforcement - March 2022
 - Public Works - March 2022
 - Fire - March 2022

14) CORRESPONDENCE, COMMENTS AND EX-OFFICIO REPORTS

15) EXECUTIVE SESSION

- A) ORS 192.660(2)(a): Consider Employment (City Manager)
- B) ORS 192.660(2)(d): Labor Negotiations (IAFF)

16) POSSIBLE ACTION FOLLOWING EXECUTIVE SESSION

17) ADJOURN



CITY COUNCIL MEETING MINUTES March 22, 2022

The scheduled meeting of the Ontario City Council was called to order by Mayor Riley Hill at 6:00 p.m. on Tuesday, March 22, 2022, in the Council Chambers of City Hall. Council members present were Riley Hill, John Kirby, Michael Braden, Susann Mills, and Ken Hart. Sam Baker and Eddie Melendrez arrived after roll call.

Members of staff present were Adam Brown, Tori Barnett, Terry Leighton, Kari Ott, Justin Zysk, Dan Cummings, Casey Mordhorst, Al Haun, Michael Iwai, and May Swihart.

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

Rueben Hernandez, Jr. led everyone in the Pledge of Allegiance. Mr. Hernandez was the reigning state champion in wrestling in the 152-pound class.

Mayor Hill stated Rueben was born in Ontario and was going to school at Ontario High School. He was a three- sport letterman, placed at state each year, and this year won the state championship. He also maintained a 3.7 GPA.

Rueben Hernandez, Jr. stated it was important to him to thank his family. It was a big wrestling family, and he'd been wrestling since the age of 4. He had been working to get to this point for a very long time and it was a good journey with his team, his family, the school, and the city's support. It was just a great community to be a part of. When going around town, he received congratulations from everyone and it was pretty sweet and cool to be part of a community like Ontario, that was so small but also big that they could all know him. It was great. He was very proud to be a part of Ontario.

AGENDA

This Agenda was posted on March 18, 2022. Copies of the Agenda are available from the City Hall Customer Service Counter and on the city's website www.ontariooregon.org.

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

CONSENT AGENDA

HART moved, KIRBY seconded, **TO ADOPT THE CONSENT AGENDA, WHICH CONSISTED OF THE CITY COUNCIL MEETING MINUTES OF FEBRUARY 22, 2022, AND MARCH 8, 2022**. Roll call vote: Mills-yes; Baker-yes; Kirby-yes; Braden-yes; Hart-Yes; Melendrez-yes; Hill-yes. Motion carried 7/0/0.

PRESENTATIONS

Airport Master Plan (Attached)

Justin Zysk, Airport Manager, presented.

City Manager Monthly Report (Attached)

Adam Brown, City Manager, presented.



NEW BUSINESS**New Hangar Lease: Gary Vorderbruggen – 135 Cessna and John Barinaga – 139 Cessna**

Justin Zysk, Airport Manager, presented.

HART moved, BAKER seconded, **THE CITY COUNCIL APPROVE THE HANGAR GROUND LEASE OF 135 CESSNA TO GARY VORDERBRUGGEN AND THE HANGAR GROUND LEASE OF 139 CESSNA TO JOHN BARINAGA.** Roll call vote: Mills-yes; Baker-yes; Kirby-yes; Braden-yes; Hart-Yes; Melendrez-yes; Hill-yes. Motion carried 7/0/0.

Committee Appointments

With the consensus of the Council, Mayor Hill appointed David Bryant to the Airport Committee; and Daniel Liera-Huchim and Eric Evans to the Ontario Promise 529 Program.

Ordinance #2804-2022: OMC 4-1-1, Adopting Oregon Specialty Code Provisions and Other Building Regulations

Dan Cummings, Community Development Director, presented.

BAKER moved, KIRBY seconded, **THAT THE CITY COUNCIL APPROVE ORDINANCE #2804-2022, AN ORDINANCE ADOPTING OREGON SPECIALTY CODE PROVISIONS AND OTHER BUILDING REGULATIONS FOR THE CITY OF ONTARIO BUILDING REGULATIONS OMC 4-1-1, AND DECLARING AN EMERGENCY ON FIRST AND SECOND READING BY TITLE ONLY.** Roll call vote: Mills-yes; Baker-yes; Kirby-yes; Braden-yes; Hart-Yes; Melendrez-yes; Hill-yes. Motion carried 7/0/0.

SE 5th Avenue Pedestrian Improvements Final Design Services for Keller Associates

Casey Mordhorst, Interim Public Works Director, presented.

MILLS moved, KIRBY seconded, **THE CITY COUNCIL APPROVE THE ENGINEERING SERVICES TASK ORDER AMENDMENT NUMBER 1 IN THE AMOUNT OF \$116,950 FOR KELLER ASSOCIATES FOR THE FINAL DESIGN OF PEDESTRIAN IMPROVEMENTS ON SE 5TH AVENUE AND AUTHORIZE THE CITY MANAGER TO SIGN.** Roll call vote: Mills-yes; Baker-yes; Kirby-yes; Braden-yes; Hart-Yes; Melendrez-yes; Hill-yes. Motion carried 7/0/0.

Water and Sewer Support with Community in Action

Kari Ott, Finance Director, presented.

KIRBY moved, MILLS seconded, **THE CITY COUNCIL APPROVE THE VENDOR AGREEMENT WITH COMMUNITY IN ACTION FOR WATER AND SEWER SERVICES AND AUTHORIZE THE CITY MANAGER TO SIGN THE AGREEMENT.** Roll call vote: Mills-yes; Baker-yes; Kirby-yes; Braden-yes; Hart-Yes; Melendrez-yes; Hill-yes. Motion carried 7/0/0.

PUBLIC HEARING**Goodfellow Reimbursement District Consideration**

It being the date advertised for a 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, no ex-parte contact, and no declarations of conflict of interest.

Casey Mordhorst, Interim Public Works Director, presented.

Dan Cummings, Community Development Director, explained the process for establishing a reimbursement district. By city code, for any developer, the first step was to meet with all the property owners to see if any were interested in paying their share up front. If they did not, and the city did not want to construct a half street, the city would request the developer install all of it and file for recapture. That was what had transpired with this project. He knew that all the property owners had been contacted. The developer would front all the costs and then file an application



with the city; the city reviewed the application/costs to ensure they were true costs to the development. Then a Director's Report was created, followed by a public hearing, which requested the payment from that property owner that paid. The Council could set the interest rate at any amount, up to a cap of 7%. In this case, the developer was asking for 5.5% for those who wanted to make payments. If paid in full up front, no interest.

Councilor Hart asked if this was a loan, or an agreement between the parties, did the city have....

Mr. Cummings stated the city was responsible for collecting the money. Normally, there would be a 7% administrative fee, because a person could claim up to 25 years to pay off. After 25 years, the city kept whatever was still owing on the project. The developer could only recapture for the first 25 years. The city administered the recapture payments. The city received the money, and then paid the developer. The city had the power of the city code for collecting the funds. In this particular case, staff believed, as it was a joint project between developers and the city, staff was asking to waive the administrative fee.

Mayor Hill added that the developer paid the money. The city had a code where the developer could recapture the money put into the project. The property not being developed by another owner was assessed whatever that cost was. They could pay it up front or enter into an agreement where they paid their share, with interest. In this case, the developer was asking for 5.5% interest.

Mr. Cummings stated they were also asking for yearly payments up to 10 years. They did not want it stretched out to 25 years.

The Hearing was opened for public testimony.

Proponents: Bob Goodwin: *I really don't have much to say other than what Dan did, but we did contact, when we started this project, we worked with Commercial Tire, worked with them on this, and we tried numerous times to get ahold of Joe Dunn, visited his shop, you know, he was always going to call us. The realtor tried numerous times to get ahold of him, and we offered to carry it, but we never got any response back whatsoever – yes, no, nothing, not even a call back. We're ready to proceed with the project and we approved his project. I mean, his land right now is very sellable. I don't know what he's doing with it, but when we got done with it, it was obviously a very sellable piece of property now, so I don't think when he does sell it, the value, I mean, he's going to recoup everything he has to pay back. Any questions? Thanks.*

Opponents: None.

There being no further Proponent and no Opponent testimony, the Hearing was closed.

KIRBY moved, HART seconded, **THE CITY COUNCIL APPROVE THE CREATION OF THE GOODFELLOW REIMBURSEMENT DISTRICT AS DESCRIBED BY THE PUBLIC WORKS DIRECTOR'S REPORT AND AUTHORIZE THE MAYOR TO SIGN.** Roll call vote: Mills-yes; Baker-yes; Kirby-yes; Braden-yes; Hart-Yes; Melendrez-yes; Hill-yes. Motion carried 7/0/0.

DEPARTMENT HEAD UPDATES

Finance: Monthly Report (Attached)

Kari Ott, Finance Director, presented.

Fire: Quarterly Report (Attached)

Terry Leighton, Fire Chief, presented. He also let the Council know he had received \$500 checks from two entities for support of the Public Safety Training Center.



Community Development: Quarterly Report *(Attached)*

Council elected to not hear the report as it had been presented during the budget hearings.

DISCUSSION ITEMS**Insurance Requirements for Amateur Races on the Water Track**

Ron Dillon, promotor, was requesting to have lower insurance coverage for the amateur races. Event standard was showing at \$5M and \$9M.

Mayor Hill asked if each individual boat had insurance.

Mr. Dillon stated he would have to research that issue.

Consensus to have the City Manager handle this action.

Ferric Chloride Adjustments

Casey Mordhorst, Interim Public Works Director, stated regarding the Ferric Chloride consumption and cost, last year, Jacobs had been under contract with Thatcher, who was the primary supplier for Ferric Chloride. Due to the Longview, Washington, chlorine factory closing, it caused a strain in the system. In July, Thatcher issued a Force Majeure letter stating they could no longer supply the product, and informed Jacobs they'd need to find a new supplier immediately. They were contracted at 16¢ a pound. Based on last year's actuals, Jacobs used 658,000 pounds of Ferric Chloride in the water treatment process. Jacobs had a few other vendors established for other locations, but through the fall the city used four different suppliers and were currently using Kamara out of Spokane. Prices fluctuated from 16¢ a pound to 56¢ a pound. It was strictly supply and demand, where and when they could get it. Jacobs' goal was to keep a 30-day supply on hand at all times. Currently, Jacobs had a deal with Univar, they were returning to bulk loads, so they were getting 4,000 gallons a load, which lowered the price down to 43¢ a pound; however, they were currently approximately \$85K overbudget, or 110% overbudget from the numbers from last year. In the Jacobs contract with Ontario, anything over 10% cost change, they had to come before the client for discussion.

Mayor Hill asked if the new budget reflected the higher price.

Mr. Mordhorst stated they had not carried the chemical cost for Ferric to the new budget. They maintained their base chemical level. If they had added the additional \$185K into their budget, changing the base line to the fee year after year, it would have increased more. They held the budget for the 2023 year and would treat it like the repairs budget. As soon as they hit 75-80% of that, they would meet with the City Manager. If they were overbudget, they'd invoice monthly going forward.

Mayor Hill verified Jacobs was maintaining the same budget for fiscal year 2022-2023, but were now \$85K over in this current budget, so the city could assume they'd be over next year, and it wasn't in the budget.

Ms. Ott stated it was in the city's budget. That had been discussed in the budget hearings. There was the contract amount, plus the additional for the Ferric Chloride.

Mr. Mordhorst stated this was to ensure that if they added that \$185K to their base fee, going forward each year when the contract increased in cost, the base fee was going higher and higher, and chemical costs decreased, this ensured Jacobs was honest with the city.

Councilor Hart asked where the money would come from for the overage?

Ms. Ott stated it would have to come from Contingency in the Water Fund, which had over \$1M in contingency.



Mr. Mordhorst stated they were currently at \$85K, but based on last year's actuals, at the end of June it would be around \$185K for the Ferric Chloride. If prices stayed where they were at going forward, it could cause the need for a rate increase.

City Manager Replacement Process

Adam Brown, City Manager, stated he had notified the Council of his intent to leave, and April 20th was his last day with the city. The Council had several alternatives for replacement: they could install someone in the position temporarily that was already on staff; there was a list that LOC carried of people that were willing to do interim City Manager assignments as the Council searched for a permanent hire; or they could recruit with a headhunter, one being Prothman who was very heavy in Oregon.

Mayor Hill stated his personal thoughts were to notify LOC that Ontario had an open position and ask Dan Cummings to put together his thoughts on the interim City Manager position.

Councilor Kirby stated when they selected a headhunter, was that through an RFP or did they just pick someone.

Mr. Brown stated it was a professional services company so they could be selected not on cost, but he believed it would be important to look at different proposals from other recruiters to get an idea of the success rate in similar communities. If the city put out an RFP for recruitment proposals, the city would probably receive at least six firms that would be interested. He could do that for Council. It was not a quick process, typically running four to six months at a minimum.

Councilor Hart asked what Mr. Cummings' thought about the Mayor's initial statement.

Mr. Cummings stated the Mayor had discussed it with him, and he'd also spoken with a few other Councilors, and gave it a lot of thought. He was willing to meet with the Council with a proposal to show them how he could probably do the job as interim for a while. He would want to ensure he protected his current position, so he would not want to put a replacement in that position. He had already put together a plan on how he thought he could keep the city running straight until the Council decided what they wanted to do. They all knew him, and he was not a professional City Manager. He had managed his own company for 40+ years and believed he'd done well at the Community Development Center. He knew how to manage things. He was a doer get'r done type guy. The choice was up to the Council. He was willing to put together a program, or interview with them, to tell them his plans, if that was the desire of the Council.

Councilor Melendrez asked for a clearer explanation on how LOC could help with an interim City Manager because he thought this would make Dan have to do two jobs at once.

Mr. Brown stated LOC maintained a list of people who were interested in doing interim assignments. Some had City Manager experience, some maybe were interested in pursuing the position of City Manager and wanted to try it out as an interim. The LOC didn't necessarily take on the responsibility, but they gave him access to the list which he could share with the Council. It had basic bios of those on the list. It was not a long list, and some of the individuals he knew personally were already tied up in other interim positions. He'd be happy to share the list with the Council. It would be up to someone from the city to contact someone on the list. Ontario was a bit off the beaten path from where the majority of the people were located.

Councilor Kirby stated this would be like what they did with Chief Bartol; a professional coming from the outside that would be interim.

Mr. Brown stated that was correct.

Councilor Melendrez stated he would be in support of reaching out to find someone for the interim position, and if that did not work out, they could try to work out something with Dan. He knew Dan could do the job, and was doing a great job already, but hopefully the Council would go the other route first.

Councilor Braden stated his personal opinion was to stay closest to home, with the person who knew them best, and Dan's exemplary work for the city could help them during the interim difficult decision-making period of finding a permanent replacement. He worried about Dan already serving them well as the Community Development Director, and then coming over and being in the City Manager's office. That had been two hard working bodies the entire time he'd been in office, so while he didn't want to shoot down Dan's opportunity, he agreed with him and wanted to hear his pitch and give him first shot. If the Council could concurrently review the list from LOC, great, but Dan coming up with a pitch and letting the Council know how he could accomplish it, would serve the city well.

Mayor Hill stated this was not a new phenomenon because this had happened other times. Tori served as interim City Manager for a long period of time, so he tended to agree with Councilor Braden.

Councilor Kirby stated his concern, which he'd addressed with Dan, was his health. He'd had two bouts this past year and he was concerned for him as an individual. To make certain he could maintain his health and do the job, but he knew he could do the job. He didn't want to see him hurt.

Mayor Hill stated during the budget hearings, they had discussed getting some additional help in the Planning Department, so he was not as concerned as he probably should be.

Councilor Hart stated with regard to that, did they wait until the new budget was in place, or should they move on those transitions sooner.

Mr. Cummings stated that would be discussed under 10)D, in that his department wanted to move forward right away.

Mayor Hill stated it appeared they had a consensus they wanted to give Dan Cummings a chance to make his pitch, but at the same time get the list from LOC.

Succession Planning for Building Official Program

Dan Cummings, Community Development Director, stated the Council had already approved the replacement of a part-time inspector. Council also approved them to hire a part-time office assistant to help with paperwork involved with permits, etc. Then, all of Marcy's family moved to Montana, so she was now asking to begin a two-to-three-year exit from Ontario. That changed his gameplan. Now, they were not hiring a part-time office person or a part-time inspector and had advertised for a full-time Building Official to replace Marcy as the Building Official, and she would be the inspector and the officer person. She'd cover those two positions. What made this work, was that the department could afford to do this, and as they watched the budget, if the economy decreased, Marcy was willing to do the same – go to part-time or just make the move to Montana. That was the new proposal. They were currently advertising for a full-time Building Official, but it was going to be difficult to find one. He'd put it out to the state, and on the city's website, but there had been no hits. That was the new plan for his department – one full-time instead of two part-time.

Mr. Brown stated this had been discussed for a few weeks. The state budget laws were awkward. Once the Budget Committee recommended something, that fund could not be changed more than 10% without reconvening the Budget Committee. The city would have to approve the budget as proposed by the Budget Committee, and then afterward they could amend the budget in that fund for this full-time position. He agreed with the plan that was proposed. The building fund was in good fiscal health, and they also had a partner who was already on the job who was willing to back off if necessary. This could be sustained for several years without having to worry about the cost of having two Building Officials.



Councilor Hart verified they were going to bring the budget forward for approval at the April 12th meeting.

Ms. Ott stated that was what she published it for.

Councilor Hart asked if they would then, at the same meeting, amend the budget, or would they wait?

Ms. Ott stated if they could get someone hired in this fiscal year, they'd have to do a budget resolution and take the funds out of the building fund contingency, but they'd have to wait until after July 1st to amend it for next year.

Councilor Hart stated at the April 12th Council meeting, would Dan be prepared to do his pitch on how he would do the interim City Manager job as well as the Planning Director? The Council, at the meeting on the 12th, could decide to go with an interim, and review the LOC list, as well.

Civil Penalty Fine Forgiveness

Adam Brown, City Manager, stated the Code Enforcement Review Committee had been working through this, and their next meeting was Thursday. They had discussed several options about how to move forward with the fines on the books, and it came down to two options: One, the Council could clear the slate, remove everything, and start from scratch with the new amendments; or two, which had been provided by the City Attorney, was that they could open an appeal time for the existing fines that were on the books currently. If they opted for that route, they'd need to locate a hearings officer. When this had been discussed before, staff suggested they go with an attorney, since it was a quasi-judicial hearing, or use the Municipal Court, utilizing the contract the city had with Judge Mahoney. Staff was still in support of one of those two options if the Council opted to go the appeals window route.

Mayor Hill asked if part of the recommendation was to lower the appeal fee, down to something more reasonable. What would the cost be if they used the court?

Mr. Brown stated the last suggestion from the committee had been either \$125 or \$150.

Mayor Hill stated he was talking about clearing what they currently had on the books.

Councilor Kirby stated the conflict he saw was that they had a fine matrix in place that was progressive, which is why they ended up with some of those larger fines, whereas, the committee, he believed he could say, by consensus, was talking about jettisoning that matrix and going to a bracketed fine system. If they have just the appeal process, they'd still be working under the progressive matrix. If they got past some of that, with a lower appeal fee, but to those who would be appealing, it would be to their advantage to work with a fine that was definitive rather than progressive.

Mr. Brown stated one enormous challenge he saw was having the city's one code enforcement officer trying to be the staff to these quasi-judicial hearings for every single appeal. That was a difficult challenge. He would like the Council to wipe the slate clean and start fresh.

Councilor Hart asked the about having any amount to appeal. What was the logic? If he was pulled over and received a ticket, he wasn't charged to go defend himself. Most things a person did, they did not have to pay to contest. What was the thought process behind that?

Councilor Kirby stated there had been discussion and concern that if the Council did that, they might have everyone lining up to appeal, if the fee was too low, and there was some paperwork involved, which would cost the city. The other side was to make it so the city could recover their costs. Speaking with the legal people, they wanted to make it low enough that everyone could make an appeal if needed. If there was a hardship case, that fee could be waived.

Mayor Hill stated Councilor Hart's point was well stated. If someone received a ticket, they didn't file an appeal, but now, if they wanted to file an appeal, you're guilty, and had to pay money. He thought maybe the committee was speaking about the appeal fee being refunded if there was a reduction. Was it refunded if there was a reduction or repealed? He wasn't sure how that was structured from the committee.

Mr. Brown stated the way it was currently written, if a person prevailed in the appeal, the appeal fee would be refunded.

Mayor Hill stated prevailed had more than one meaning. If it was reduced, was that prevailing?

Mr. Brown stated he believed it was if the hearings officer ruled that it was taken care of and no fines would be assessed or it was taken care of in a timely manner and wasn't recorded, etc., the fee could be refunded, or it could go towards the fees already paid.

Councilor Hart asked about the volume – was it 25 or 2,000?

Mr. Brown stated it was in the middle of that.

Councilor Hart questioned the time and effort that staff would have to put into it. If they sent out 1,000 letters, gave people 90 days to appeal, whether the fee be \$25 or \$0, a group of those 1,000 would elect to appeal and then there was that entire process with only the one officer. He was trying to think of how, logistically, this would work in a system that they were looking at substantially revamping. It made more sense to wipe the slate clean and move forward with the new process and address those issues moving forward. Once figured out, and finding several properties that needed attention, they'd get those in the new system, in the new process, as expeditiously as possible. That seemed to be a better use of staff time moving forward rather than spending time trying to clean up the past few years of this issue.

Mayor Hill stated there were outside forces coming at them currently and they needed to something to handle that. This needed to be dealt with one way or the other.

Councilor Kirby stated he did not believe that would be at odds with the committee. Also, in their last conversation with legal counsel, they were going to try to review that and have it to the Council before the 24th. He hoped the committee would have something to review prior to Thursday.

Mr. Brown stated he had spoken with legal counsel, and they were not ready. He hoped that at the Thursday meeting, the committee would finish the policy issues presented by the committee and turn that over to legal to write it up as the committee presented.

Mayor Hill stated they had been going on for seven months now. What was the consensus of the Council? Direct staff to figure out something to wipe the slate clean, or did they wanted to direct staff to put together something different?

Councilor Baker stated there had been a lot of time and effort on this action, and they were still at ground zero. He wanted to wipe the slate clean and get something on for the future. It didn't matter what had already occurred because it was a mess. It was not going to offend the committee that had been working on this, and it was his opinion it needed to be cleared and then started over. Get something in place that worked.

Councilor Kirby stated he didn't think there'd be any heads hanging low if the Council wiped the slate clean, put it all behind them, but they definitely needed to change the program, for staffing purposes and for the quality of life of the citizenry. There were things they could use Citizens on Patrol for, to maybe highlight an area that Officer Reyna could look at, because they were out on patrol every day. There were several changes that had been discussed. They'd also discussed making available to the citizenry options for cleaning up properties and they'd provided a list

to the City Manager of rental places where they could rent equipment, they were looking for contractors who might be able to step forward and clean up lots, and there had been other things brought about to help the individual who might be cited, but to also make this city cleaner.

Mayor Hill asked if there was a consensus to ask staff to develop a forgiveness program?

Councilor Braden stated as a member of the ad hoc committee, he had heard multiple committee members state the forgiving off existing fines was a Council matter of policy; that they did not feel comfortable, nor wanted to address. That was their decision. They did not care if the Council wiped it clean or not. He very much respected the way Councilor Hart laid it out. He felt the consensus could be, and from his supportive position, was that it was the general feeling of the Council currently, to remove all the outstanding fines, and have the City Manager draft a resolution to do that. There had been some communication with legal; he would want to run that resolution through legal first to ensure they signed off on it, or at least supported it as to legal standing, to make sure the Council was taking the right steps. He supported the consensus in the committee, and agreed the City Manager should draft that and get it before the attorney for approval.

Consensus to do the above.

HAND OUTS

Minutes *(Attached)*

County Court: Feb 9, 2022; Feb 23, 2022; Mar 3, 2022; Mar 9, 2022

Department Stats *(Attached)*

Public Works, Code Enforcement, Fire, Police – February, 2022

Check Register *(Attached)*

February 2022

CORRESPONDENCE, COMMENTS, AND EX-OFFICIO REPORTS

- Mayor Hill stated he heard grumblings that there might be a claim for a construction sewer back up or something like that.

Mr. Brown stated a claim had been filed and handed off to CIS and the attorney for resolution.

- Councilor Melendrez stated they had previously talked about getting new signs in the parks, and he had done a ride along with an officer, and they talked about enforcement issues. For example, enforcing the dog leash law, but also the sign itself was illegible. Could they get more signs?

Mr. Brown stated that was something that staff needed to communicate. They were constantly replacing signs. The city worked with SRCI for signs, and that was something that could be handled. Staff needed to speak with Officer Reyna to talk with Public Works to get that moving.

- Adam Brown added that the Code Enforcement Review committee had addressed around 75-80% of the policy issues. There were just a few that needed attention, and then they'd be ready to wrap it up.
- Councilor Hart asked about a charge on the check register – University of Virginia, \$4,650?

Mr. Brown stated it was a training program that HR would be attending.



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

An executive session was called at 8:12 p.m. under provisions of ORS 192.660(2)(e) to discuss real property. The Council returned to regular session at 8:41 p.m.

Mayor Hill recused himself from the action and left the room. Council President Hart conducted the Executive Session.

ACTION AFTER EXECUTIVE SESSION

Mayor Hill remained away from the dais, and Council President Hart conducted the below action.

J. Ruiz Enterprises, LLC

BRADEN moved, KIRBY seconded, **THE CITY COUNCIL ACCEPT THE OFFER FROM J. RUIZ ENTERPRISES, LLC, OF \$130,000.00 FOR LOTS 1 AND 4 OF THE STELLING SUBDIVISION AND AUTHORIZE THE CITY MANAGER TO SIGN THE EARNEST MONEY AGREEMENT.** Roll call vote: Mills-no; Baker-yes; Kirby-yes; Braden-yes; Hart-no; Melendrez-yes; Hill-no vote. Motion carried 4/2/0/1.

ADJOURN

MILLS moved, KIRBY 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



**AGENDA REPORT
CONSENT AGENDA
April 12, 2022**

To: Mayor and City Council

FROM: Michael Iwai, Police Chief

THROUGH: Adam J. Brown, City Manager

SUBJECT: LIQUOR LICENSE APPLICATION: COWBOYS BAR & GRILL

DATE: April 5, 2022

PROPOSED MOTION:

I MOVE THE CITY COUNCIL APPROVE THE FULL ON-PREMISES, COMMERCIAL LIQUOR LICENSE APPLICATION FOR COWBOYS BAR & GRILL, LLC.

SUMMARY:

Cowboys Bar & Grill, located at 830 SE First Avenue, Ontario, Oregon completed the “Full On-Premises Commercial” liquor license sales through the Oregon Liquor Control Commission.

All necessary paperwork has been approved by the Oregon Liquor Control Commission office and is awaiting acknowledgement by the Ontario City Council.

BACKGROUND:

Cowboys Bar & Grill, located at 830 SE First Avenue, Ontario, Oregon has applied for a Full On-Premises Commercial Sales liquor license.

The criminal record process was completed on owner/manager Dillon Wickel. The record returned meeting state and local requirements. The application forms have been filled out appropriately and required fees have been paid. All permit and license requirements have been met through the Oregon Liquor Control Commission as well as through the City of Ontario Planning and Fire Departments.

CURRENT SITUATION:

Cowboys Bar & Grill LLC, purchased the property and business once called Kirley’s which held a Full On-Premise Commercial liquor license for this location. Cowboys Bar & Grill LLC is now licensing this establishment in their name and requesting the same privilege. To obtain this privilege, the Oregon Liquor Control Commission requires Cowboys Bar & Grill LLC to complete the Full On-Premises Commercial sales” application. Once this step is completed, the new business and location will have the necessary license which will require renewal on a yearly basis.

ANALYSIS:

- A. **STRATEGIC PLAN** This meets the Council's adopted Strategic Plan for Lifestyle and Growth. Under Lifestyle, with the approval of this license, Cowboys Bar & Grill will offer the ability to purchase alcohol with dinner in the restaurant and bar area. Cowboys Bar & Grill also has the potential to bring more visitors to the city, creating additional revenue which supports the Strategic Plan goal of Growth.
- B. **FINANCIAL** There is no financial impact of this action.
- C. **TIMING** Approval is required prior to allowing the continued sale of alcohol at this location.
- D. **POLICY/LEGAL** All legal steps have been followed to completion, with no negative feedback.

ALTERNATIVES:

Not approve the license application.

This has no true effect on the process, as the Oregon Liquor Control Commission may take the city's objections to the action into consideration but are not obligated to do so. They are the ultimate authority on the issuance of the license.

RECOMMENDATION:

Staff recommends that the City Council approve the full on-premises commercial liquor license for Cowboys Bar & Grill, LLC.

ATTACHMENTS:

None



**AGENDA REPORT
CONSENT AGENDA
April 12, 2022**

To: Mayor and City Council

FROM: Michael Iwai, Police Chief

THROUGH: Adam J. Brown, City Manager

SUBJECT: LIQUOR LICENSE APPLICATION: RED APPLE MARKETPLACE

DATE: April 5, 2022

PROPOSED MOTION:

I MOVE THE CITY COUNCIL APPROVE THE OFF PREMISES LIQUOR LICENSE APPLICATION FOR TOTAL PACKAGE ENTERPRISES, LLC.

SUMMARY:

The business located at 555 SW 4th Avenue, Ontario, Oregon completed the “Change of Owner - Off Premises” liquor license sales through the Oregon Liquor Control Commission.

All necessary paperwork has been approved by the Oregon Liquor Control Commission office and is awaiting acknowledgement by the Ontario City Council.

BACKGROUND:

The criminal record process was completed on new owners/corporate officers. The records returned meet state and local requirements. The application forms have been filled out appropriately and required fees have been paid. All permit and license requirements have been met through the Oregon Liquor Control Commission as well as through the City of Ontario Planning Department.

CURRENT SITUATION:

The Red Apple Market Place under the ownership of Robb Enterprises Inc., currently holds an Off-Premises liquor license at 555 SW 4th Avenue. This business was sold to Total Package Enterprises, LLC., which will continue to operate under the trade name of Red Apple Market Place. The Oregon Liquor Control Commission requires a “Change of Ownership” application to change the liquor license ownership records for this establishment. Once this step is completed, the location will have the necessary license under the new owners, which will require renewal on a yearly basis.

ANALYSIS:

- A. **STRATEGIC PLAN** This application is a general action item showing an ownership change of an already established business within the City of Ontario. Therefore, it does not have a direct effect on the cities' current strategic plan.
- B. **FINANCIAL** There is no financial impact of this action.
- C. **TIMING** Approval is required to show the new owners of this establishment.
- D. **POLICY/LEGAL** All legal steps have been followed to completion, with no negative feedback.

ALTERNATIVES:

Not approve the license application.

This has no true effect on the process, as the Oregon Liquor Control Commission may take the city's objections to the action into consideration but are not obligated to do so. They are the ultimate authority on the issuance of the license.

RECOMMENDATION:

Staff recommends that the City Council approve the Change of Ownership Off-Premises liquor license for Total Package Enterprises, LLC – Red Apple Marketplace.

ATTACHMENTS:

None



**AGENDA REPORT
CONSENT AGENDA
April 12, 2022**

To: Mayor and City Council

FROM: Kari Ott, Finance Director

THROUGH: Adam J. Brown, City Manager

SUBJECT: HOUSING INCENTIVE PROGRAM: ALLEN THOMPSON (47-2022)

DATE: April 6, 2022

PROPOSED MOTION:

I MOVE THE CITY COUNCIL APPROVE THE APPLICATION BY ALLEN THOMPSON AT 609 REITER DRIVE FOR THE ONTARIO HOUSING INCENTIVE PROGRAM IN THE AMOUNT OF \$10,000.

SUMMARY:

Allen Thompson submitted an application for \$10,000 from the Housing Incentive Program.

The property is located at 609 Reiter Drive.

The Business Loan Committee is the reviewing and recommending authority for the City of Ontario Business Loan Fund and as such the Committee is tasked with reviewing and providing a recommendation to the City Council on all applications submitted for loan requests and Housing Incentive payments. The City Council is the final authority for approval of the applications. The City Manager, Finance Director and Community Development Director are responsible for insuring all requirements are met prior to payment of the approved application.

BACKGROUND:

The City Council, under Resolution #2018-111, updated the City of Ontario Business Loan Fund codes under Section 11a Housing Incentive Program to promote new housing development with the city limits of Ontario.

CURRENT SITUATION:

ALLEN THOMPSON is requesting approval of their application for the \$10,000.00 Incentive on a new home to be located at 609 REITER DR. being Tax Lot 2 SAGE RIDGE PLACE SUBDIVISION. The proposed dwelling will be 1677 square feet with two bath (2) bathrooms and two (2) car garage. The application was deemed to be complete by the Community Development Director and meeting or exceeding the minimum requirements of Section 11 of the Business Loan Fund code and was forwarded to the Committee for their review and recommendation. The

Business Loan Fund Committee recommended the loan for approval by the Council on March 30, 2022.

ANALYSIS:

- A. **STRATEGIC PLAN** The Housing Incentive Program promotes growth and desirability goals of the Ontario Strategic Plan. It specifically addresses the activities to build a variety of housing options and add fill-in housing.
- B. **FINANCIAL** If approved, the city would pay the funds from the Business Loan Fund. The \$10,000.00 would be paid back to the fund through the city portion of the property taxes collected on the property and dwelling approved under this application.
- C. **TIMING** Time is of the essence on this application as the applicant wants to pull a building permit and start construction as soon as they receive their approval.
- D. **POLICY/LEGAL** The Business Loan Fund Committee makes recommendations to the City Council. If the City Council approves the action, the City Manager will have the Agreement signed by all parties authorizing the Building Department to issue a permit under this Agreement.

ALTERNATIVES:

Table the Action: The City Council could table the request and request further information from the Applicant.

Deny the Action: The \$10,000 payment would not be made.

RECOMMENDATION:

Staff has reviewed the application for completeness and find it meeting or exceeding the minimum requirements. The Business Loan Fund Committee sent a favorable recommendation to the City Council. Therefore, staff recommends that the City Council approve the Application by Allen Thompson in the amount of \$10,000.00.

ATTACHMENTS:

1. Application 47-2022_Allen Thompson (1)



City of Ontario, Oregon
Housing Incentive Program Checklist

Applicant: Allen Thompson Date: 3-15-2022
Site Address or Tax Lot: Lot-2 Reiter Drive, Ontario, Oregon
609 Reiter DR. Sage Ridge Place
Application Number: 47-2022 (City Use Only)

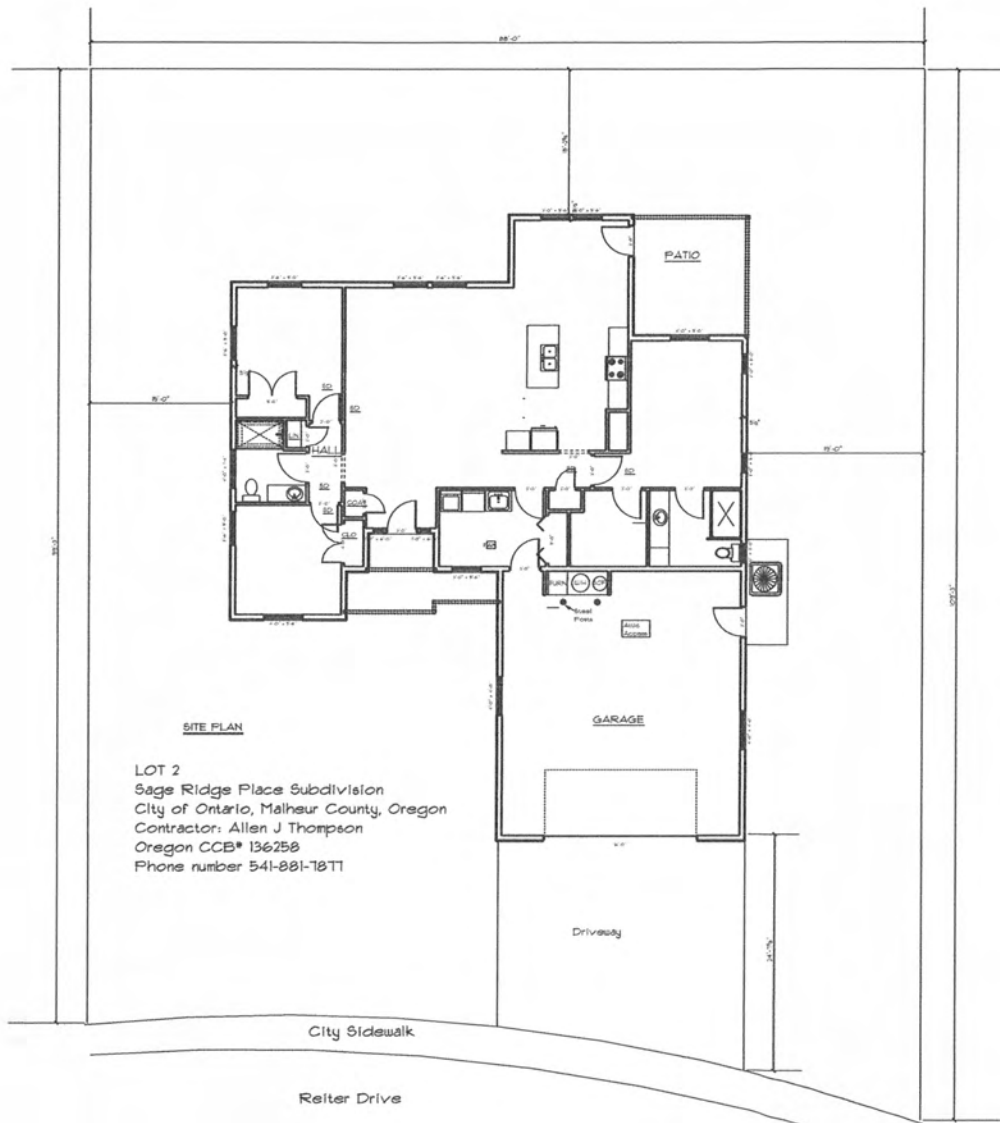
Application Information: (Applicant or Staff)

- ☒ Completed Application Signed & Dated: 3/25/22
- ☒ Documentation showing funding: SELF - Statement Attached
- ☒ Within City Limits
- ☒ In Urban Growth Boundary Annexation Application filed: N/A
- ☒ Floor Plan or description describing minimum square footage:
 - 1. House Square footage: 1677 sq. ft.
 - 2. Number of Baths: 2
 - 3. Size of Garage: 728 sq. ft. - 2 car
- ☒ Description of Property of Home:
 - 1. Tax Lot map & Number: 1854704 BC - Tax Lot-104
 - 2. Copy of Deed: yes
 - 3. Or written description: N/A
- ☒ Completed W-9 Taxpayer Form.

Process Completed: (Staff Use Only below)

- ☐ PDAC (if Required) date Completed: _____
- ☐ Community Development Director approval date: _____
- ☐ Forwarded to Business Loan Fund Committee: _____
- ☐ BLF Committee forwards recommendation to City Manager: _____
- ☐ City Council Approval or Denial: _____
- ☐ City Manager signs application signifying Council **Approval**: _____
- ☐ Application submitted to Finance for tracking: _____
- ☐ Certificate of Occupancy issued (within 2 yrs. of Council approval): _____
- ☐ Proof of Owner Occupancy (must be within 1 yr. of C of O): _____
- ☐ Payment made to Owner: _____

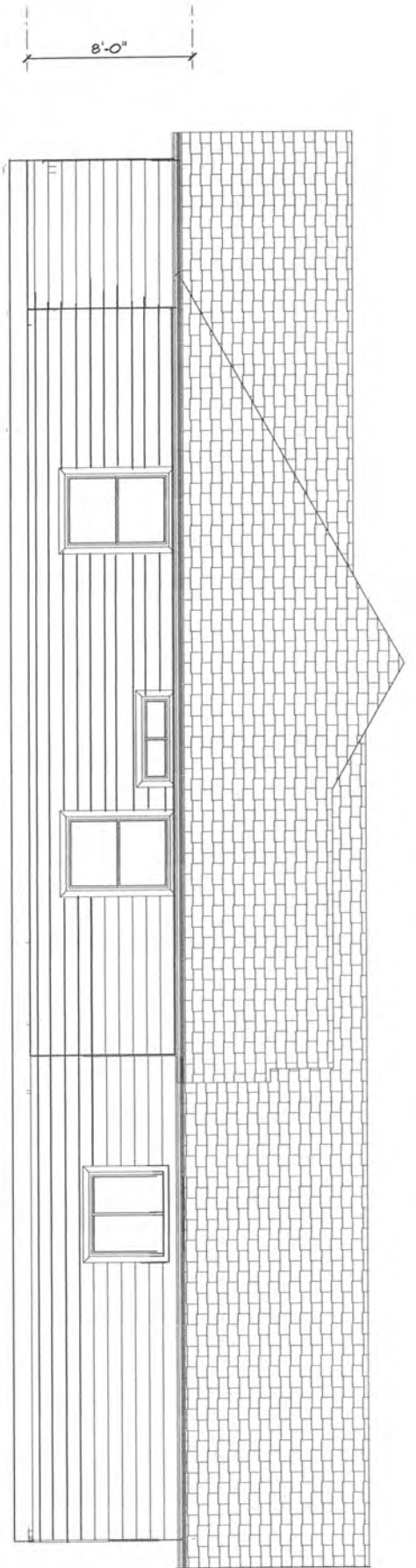
Return to: Dan K Cummings, Community Development Director, 458 SW 3rd Street, Ontario, OR 97914
541-881-3222 – dan.cummings@ontariooregon.org





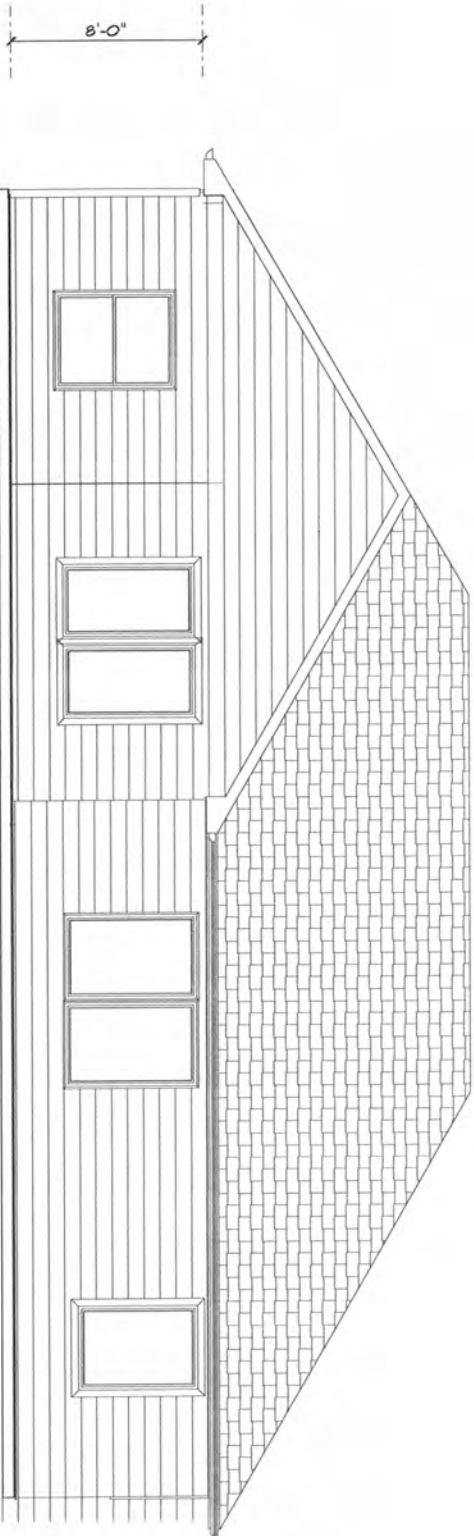
FRONT ELEVATION

SCALE: 1/4" = 1'-0"



LEFT ELEVATION

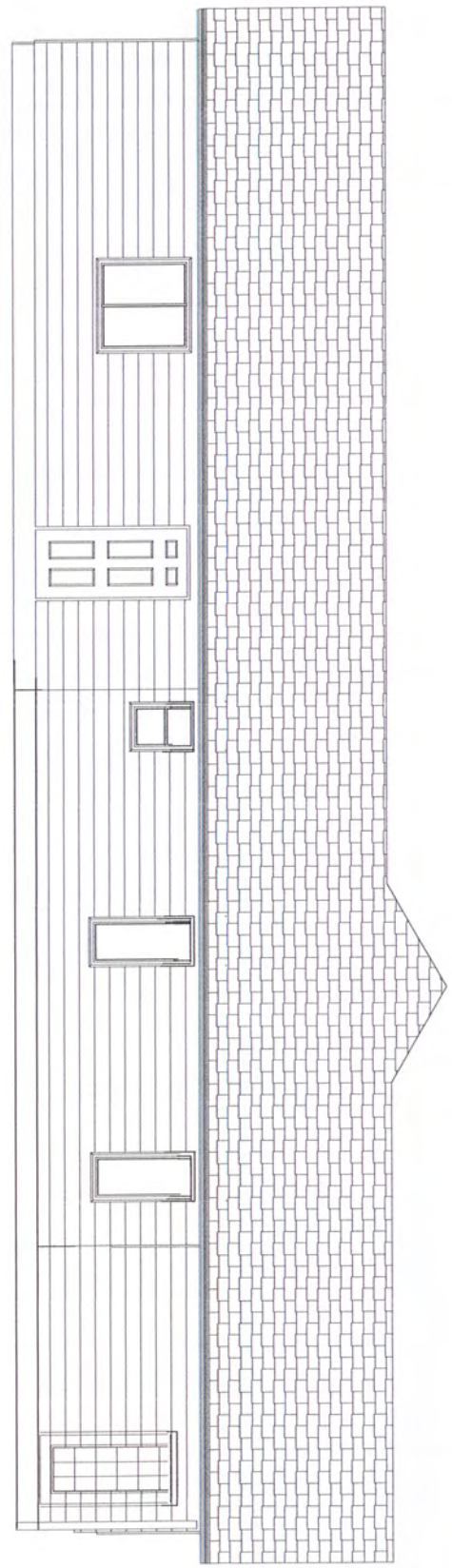
SCALE 1/4" = 1'-0"



REAR ELEVATION

SCALE 1/4" = 1'-0"

8'-0"

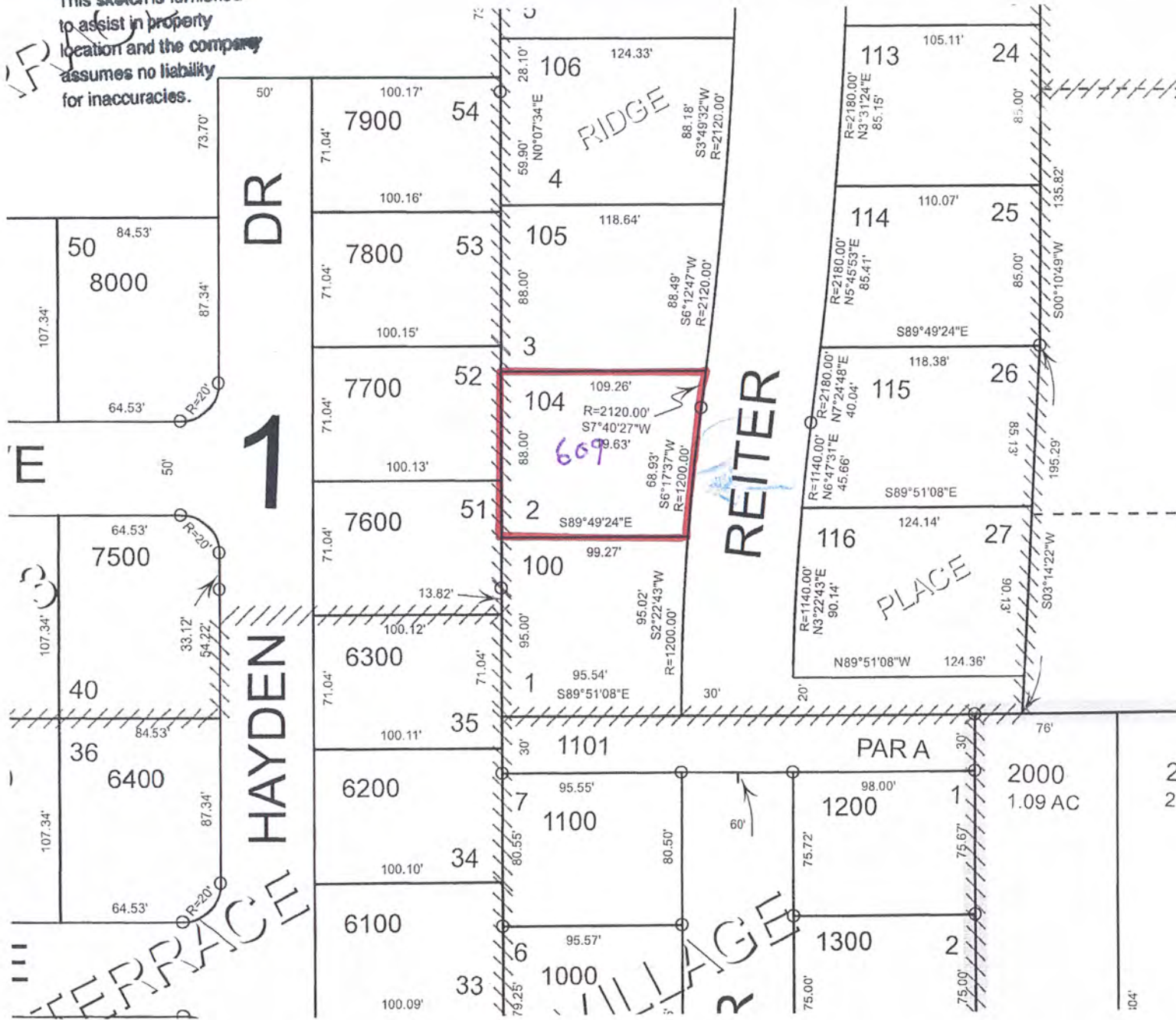


RIGHT ELEVATION
SCALE 1/4" = 1'-0"



Map No. 184704BC
Tax Lot 104

This sketch is furnished to assist in property location and the company assumes no liability for inaccuracies.





**AGENDA REPORT
CONSENT AGENDA
April 12, 2022**

To: Mayor and City Council

FROM: Kari Ott, Finance Director

THROUGH: Adam J. Brown, City Manager

SUBJECT: HOUSING INCENTIVE PROGRAM: POOLE (44-2022)

DATE: April 6, 2022

PROPOSED MOTION:

I MOVE THE CITY COUNCIL APPROVE THE APPLICATION BY NORM & MAROLYN POOLE AT 726 REITER DRIVE FOR THE ONTARIO HOUSING INCENTIVE PROGRAM IN THE AMOUNT OF \$10,000.

SUMMARY:

Norm & Marolyn Poole submitted an application for \$10,000 from the Housing Incentive Program.

The property is located at 726 Reiter Drive.

The Business Loan Committee is the reviewing and recommending authority for the City of Ontario Business Loan Fund and as such the Committee is tasked with reviewing and providing a recommendation to the City Council on all applications submitted for loan requests and Housing Incentive payments. The City Council is the final authority for approval of the applications. The City Manager, Finance Director and Community Development Director are responsible for insuring all requirements are met prior to payment of the approved application.

BACKGROUND:

The City Council, under Resolution #2018-111, updated the City of Ontario Business Loan Fund codes under Section 11a Housing Incentive Program to promote new housing development with the city limits of Ontario.

CURRENT SITUATION:

NORM AND MAROLYN POOLE are requesting approval of their application for the \$10,000.00 Incentive on a new home to be located at 726 REITER DR. being Tax Lot 22 SAGE RIDGE PLACE SUBDIVISION. The proposed Dwelling will be 1895 Square feet with two and ½ bath (2½) bathrooms and three (3) car garage. The application was deemed to be complete by the

Community Development Director and meeting or exceeding the minimum requirements of Section 11 of the Business Loan Fund code and was forwarded to the Committee for their review and recommendation. The Business Loan Fund Committee recommended the loan for approval by the Council on March 23, 2022.

ANALYSIS:

- A. **STRATEGIC PLAN** The Housing Incentive Program promotes growth and desirability goals of the Ontario Strategic Plan. It specifically addresses the activities to build a variety of housing options and add fill-in housing.
- B. **FINANCIAL** If approved, the city would pay the funds from the Business Loan Fund. The \$10,000.00 would be paid back to the fund through the city portion of the property taxes collected on the property and dwelling approved under this application.
- C. **TIMING** Time is of the essence on this application as the applicant wants to pull a building permit and start construction as soon as they receive their approval.
- D. **POLICY/LEGAL** The Business Loan Fund Committee makes recommendations to the City Council. If the City Council approves the action, the City Manager will have the Agreement signed by all parties authorizing the Building Department to issue a permit under this Agreement.

ALTERNATIVES:

Table the Action: The City Council could table the request and request further information from the Applicant.

Deny the Action: The \$10,000 payment would not be made.

RECOMMENDATION:

Staff has reviewed the application for completeness and find it meeting or exceeding the minimum requirements. The Business Loan Fund Committee sent a favorable recommendation to the City Council. Therefore, staff recommends that the City Council approve the Application by Norm & Marolyn Poole in the amount of \$10,000.00.

ATTACHMENTS:

1. Application 44-2022_Housing Incentive_726 Reiter Dr



City of Ontario, Oregon
Housing Incentive Program Checklist

Applicant: Norm & Marilyn Poole Date: 3/17/2022

Site Address or Tax Lot: 726 Leiter Dr.

Application Number: 44-2022 (City Use Only) (Contractor: Rywest Homes, Inc.)

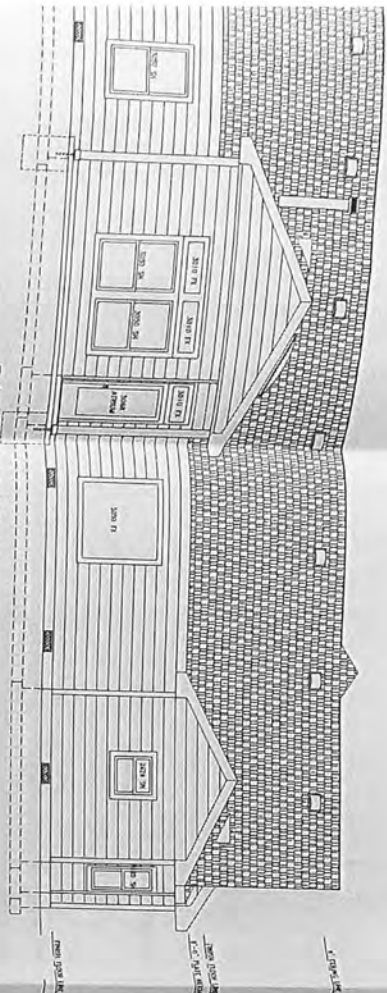
Application Information: (Applicant or Staff)

- ☒ Completed Application Signed & Dated: 3/19/22
- ☒ Documentation showing funding: Paying cash
- ☒ Within City Limits
- ☐ In Urban Growth Boundary Annexation Application filed: N/A
- ☒ Floor Plan or description describing minimum square footage: Plans submitted for Permits
 - 1. House Square footage: 1895
 - 2. Number of Baths: 2 1/2
 - 3. Size of Garage: 3 car
- ☒ Description of Property of Home:
 - 1. Tax Lot map & Number: Lot #22 Sage Ridge Place Subdivision
 - 2. Copy of Deed: _____
 - 3. Or written description: _____
- ☒ Completed W-9 Taxpayer Form.

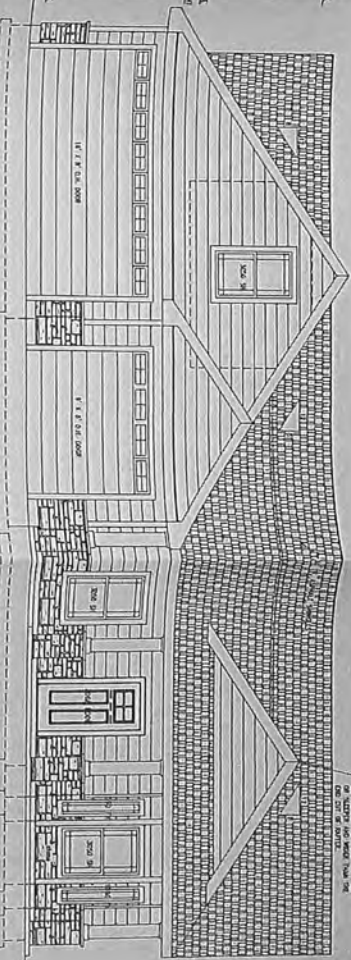
Process Completed: (Staff Use Only below)

- ☒ PDAC (if Required) date Completed: N/A
- ☒ Community Development Director approval date: 3/19/22
- ☒ Forwarded to Business Loan Fund Committee: _____
- ☐ BLF Committee forwards recommendation to City Manager: _____
- ☐ City Council Approval or Denial: _____
- ☐ City Manager signs application signifying Council **Approval**: _____
- ☐ Application submitted to Finance for tracking: _____
- ☐ Certificate of Occupancy issued (within 2 yrs. of Council approval): _____
- ☐ Proof of Owner Occupancy (must be within 1 yr. of C of O): _____
- ☐ Payment made to Owner: _____

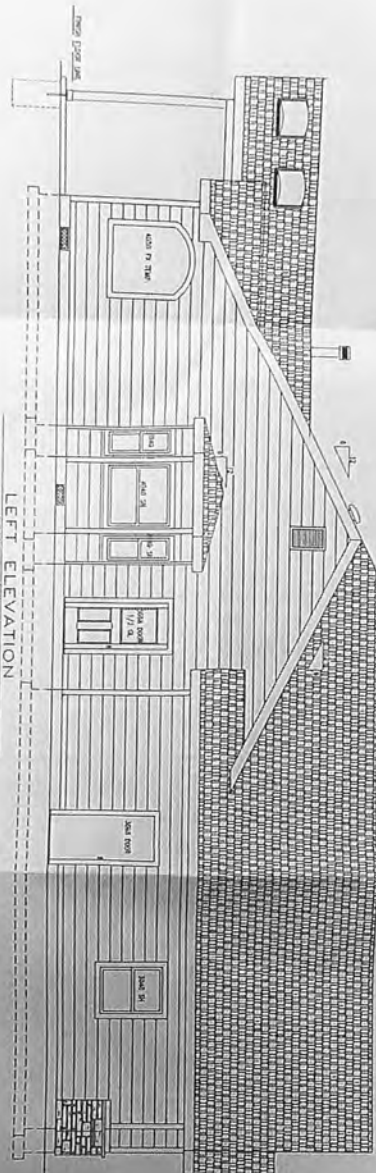
BACK ELEVATION
SCALE: 1/4"=1'-0"



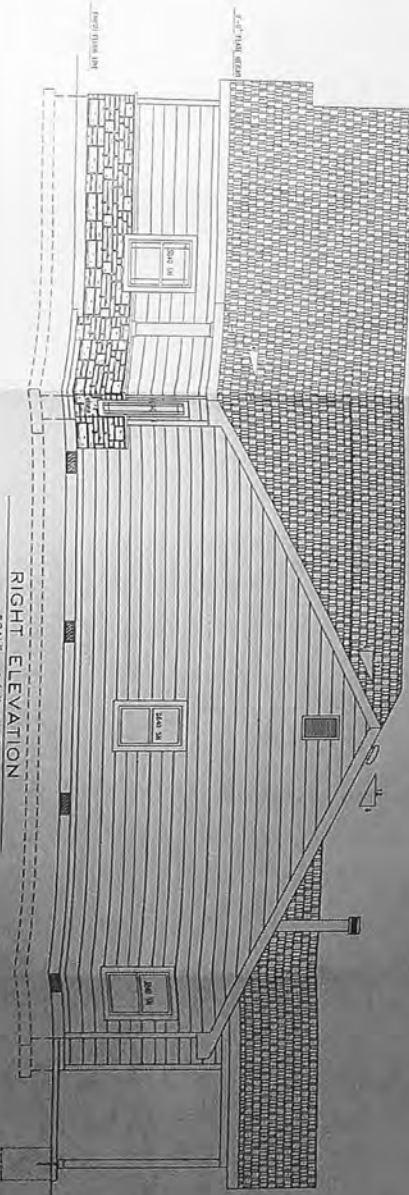
FRONT ELEVATION
SCALE: 1/4"=1'-0"



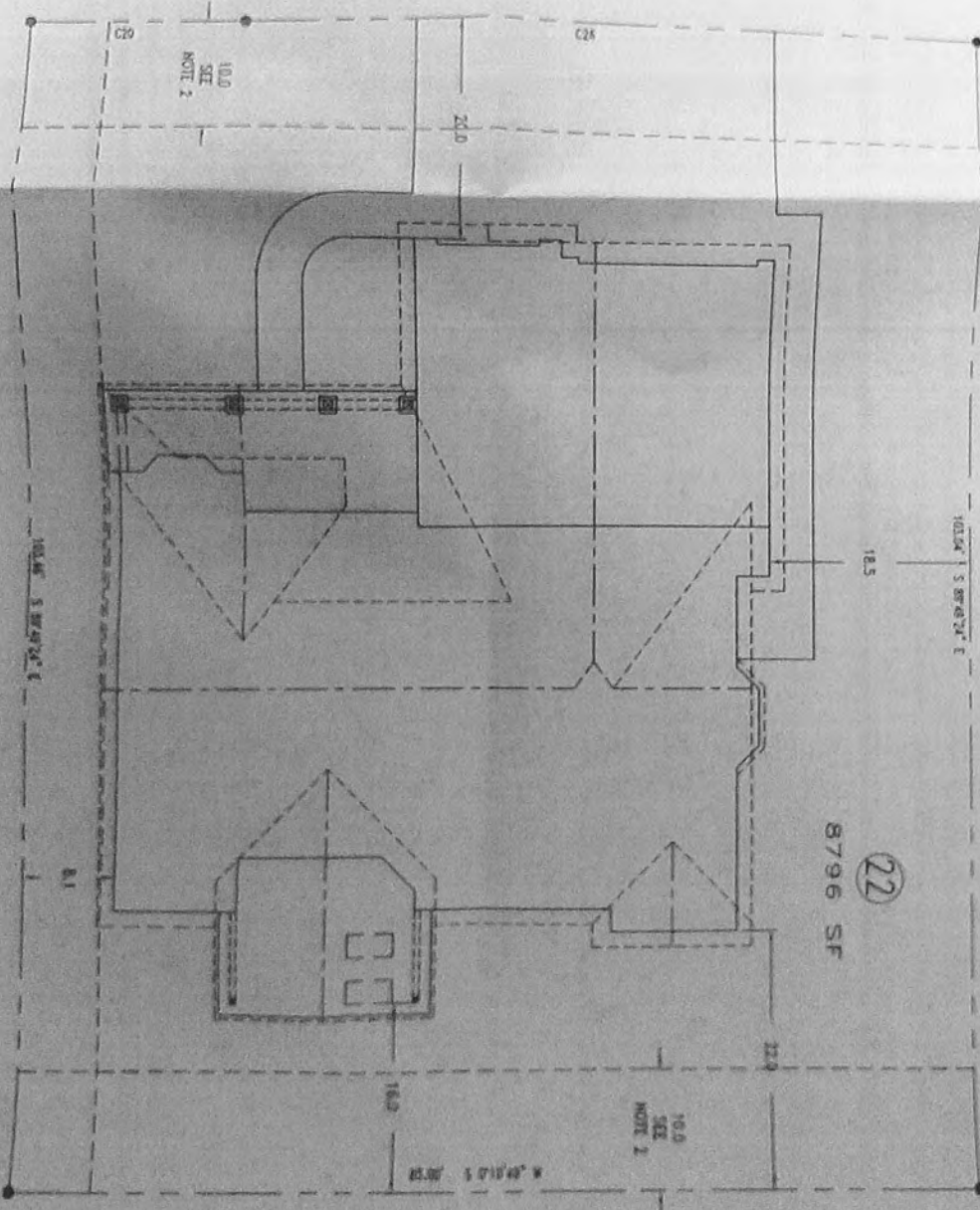
LEFT ELEVATION
SCALE: 1/4"=1'-0"



RIGHT ELEVATION
SCALE: 1/4"=1'-0"

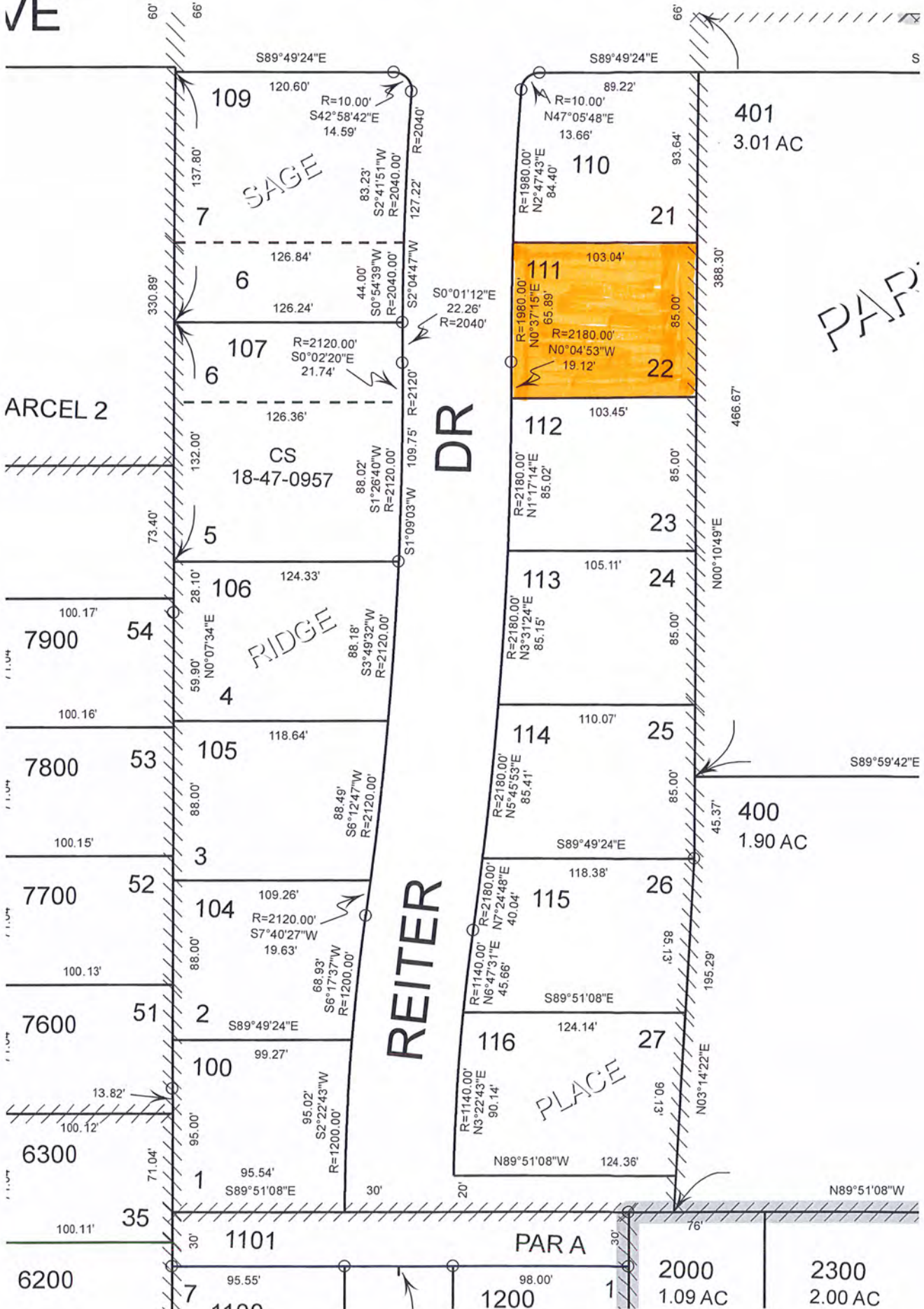


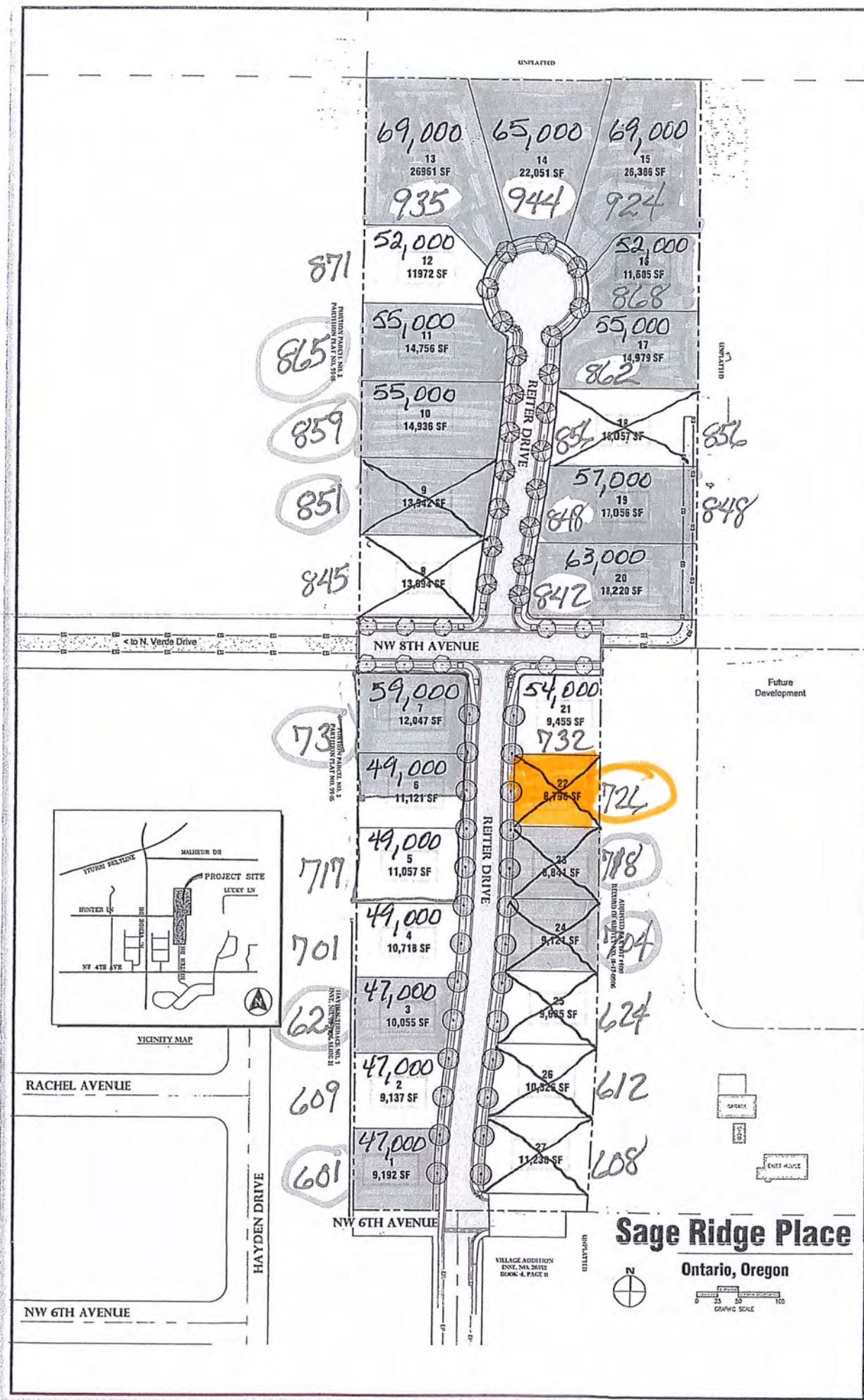
SAGE RIDGE PLACE SUBDIVISION
A PORTION OF THE NW 1/4 OF SECTION 4
TOWNSHIP A8 SOUTH, RANGE 47 EAST, WILLAMETTE MERIDIAN
CITY OF OREGON, MALHEUR COUNTY, OREGON



SEE MAP 18S 47E 04

VE





ADDRESS IN RED



**AGENDA REPORT
OLD BUSINESS
April 12, 2022**

To: Mayor and City Council

FROM: Adam J. Brown, City Manager

THROUGH: Adam J. Brown, City Manager

SUBJECT: RESOLUTION #2022-112: LEAVITT LEASE AND PROMISSORY NOTE CLOSEOUT

DATE: April 5, 2022

PROPOSED MOTION:

I MOVE THAT THE CITY COUNCIL APPROVE RESOLUTION #2022-112 ACCEPTING A ONE-TIME PAYMENT OF \$500 TO SATISFY THE 2019 PROMISSORY NOTE BETWEEN THE LEASER AND LESSEE ON THE CONDITION THAT THEY CATCH UP ON PAYMENTS FOR THE LEASED UNIT.

SUMMARY:

A lease agreement was entered into on June 13, 2017 with Merve and Patsy Leavitt for the golf cart sheds on the airport property. The intent was to renovate the barns into self-storage units and lease them for profit. The Council discussed termination of the promissory note in January 2022, and asked staff to bring back a resolution to have a final payment that would close the promissory note.

BACKGROUND:

The lease agreement was entered into on June 13, 2017, and was to end on June 12, 2022. The first year of rental was waived giving the tenant an opportunity to renovate the existing buildings into storage units. The lease rate beginning on July of 2018 was to be \$1,167 per month.

CURRENT SITUATION:

The Leavitt's began communicating with staff this summer around the time their first lease payment was due. They communicated that they were not as far along as they had hoped to be, but they were still trying to make it work. They have continued to communicate their progress throughout the fall. After meeting with them early in December, they expressed that they did not think they would be able to make it work and asked for an amicable break of the lease in which they would pay back what was owed and also continue to lease some of the space for personal use. At the Council's work session, the Council requested that the lease rate be set at 6% and offered the tenant the ability to stretch the term of the repayment. The City Manager discussed the matter with the tenant and they were agreeable and appreciative of the change.

ANALYSIS:

- A. **STRATEGIC PLAN** Airport growth is part of the Council's Growth strategic goal area. Having this part of the airport open creates an opportunity for other revenue streams and growth at the airport.
- B. **FINANCIAL** There are two parts to the lease. First is the payment of the contract lease period, which was originally agreed upon in 2018. They were never able to gain revenue from any tenants and the monthly rent was \$1,167. After the council agreed to a note to payback the outstanding lease, the original outstanding loan amount was \$7,682. The Leavitt's have made payments of \$3,055 towards the promissory note, which leaves a balance of \$4,627.33

The second part of the agreement with the promissory note was a continued lease of 4 bays on each side of the building. One bay has been opened up to what were 6 bays. The monthly lease amount for this space was \$140 per month. There is currently a \$3,037.73 balance on this lease.

- C. **TIMING** It is in the interest of both parties to agree on a termination and new agreement. The city will explore other opportunities immediately to generate revenue from the existing property and improvements. Under the conditions of the promissory note, the Leavitt's released the property with the exception of the rental unit.
- D. **POLICY/LEGAL** Only the Council can agree to this motion to relieve the lease from the obligations of the promissory note.

ALTERNATIVES:

Taking no action would require them to fulfill the obligations of the initial promissory note.

RECOMMENDATION:

Staff recommends approval of the resolution for a one-time payment of \$500.00 to terminate the promissory note on the condition that the Leavitt's catch up to the rental unit currently used and leased in the amount of \$140 per month

ATTACHMENTS:

1. Leavitt Promissory Note_2019
2. Amortization schedule for promissory Note
3. Leavitt Lease Map
4. Leavitt Storage Unit Rental
5. Reso #2022-112 Leavitt Lease
6. Leavit Payments

PROMISSORY NOTE

\$7,681.12

Date: _____, 2019

FOR VALUE RECEIVED, we promise to pay to the order of the CITY OF ONTARIO, 444 SW 4th Avenue, Ontario, OR 97914, or at such other place as the holder hereof may from time to time designate in writing, the sum of Seven Thousand Six Hundred Eighty-One Dollars and Twelve Cents in lawful money of the United States, with interest thereon at the rate of 6 percent per annum from this date until paid, in monthly installments of not less than \$233.67 per month, including interest, commencing on March 1, 2019, and on the 1st day of each month thereafter, until the entire sum, principal plus interest, is paid in full within three years of the date set forth above; if any monthly installment is not so paid within 15 days of the date it is due, the whole sum of principal and interest shall become immediately due and collectible at the option of the holder of this note. If this note is placed in the hands of an attorney for collection, we agree to pay the reasonable fee and expenses of such attorney even though no suit or action is instituted. Such fees and costs may, at the option of the holder, be added to the principal balance of this note. In case suit or action is instituted to collect this note, we promise to pay such additional sum as the trial court may adjudge reasonable as attorney fees in said suit or action, and any appellate court upon appeal of such suit or action.

Note: The unpaid balance of the Note may be paid at any time without penalty.

MERVIN LEAVITT

PATSY LEAVITT

Leavitt's Golf Course Lease

Compound Period : Monthly

Nominal Annual Rate : 6.000 %

CASH FLOW DATA

Event	Date	Amount	Number	Period	End Date
1 Loan	03/01/2019	7,681.12	1		
2 Payment	04/01/2019	233.67	36	Monthly	03/01/2022

AMORTIZATION SCHEDULE - Normal Amortization

	Date	Payment	Interest	Principal	Balance
Loan	03/01/2019				7,681.12
1	04/01/2019	233.67	38.41	195.26	7,485.86
2	05/01/2019	233.67	37.43	196.24	7,289.62
3	06/01/2019	233.67	36.45	197.22	7,092.40
4	07/01/2019	233.67	35.46	198.21	6,894.19
5	08/01/2019	233.67	34.47	199.20	6,694.99
6	09/01/2019	233.67	33.47	200.20	6,494.79
7	10/01/2019	233.67	32.47	201.20	6,293.59
8	11/01/2019	233.67	31.47	202.20	6,091.39
9	12/01/2019	233.67	30.46	203.21	5,888.18
2019 Totals		2,103.03	310.09	1,792.94	
10	01/01/2020	233.67	29.44	204.23	5,683.95
11	02/01/2020	233.67	28.42	205.25	5,478.70
12	03/01/2020	233.67	27.39	206.28	5,272.42
13	04/01/2020	233.67	26.36	207.31	5,065.11
14	05/01/2020	233.67	25.33	208.34	4,856.77
15	06/01/2020	233.67	24.28	209.39	4,647.38
16	07/01/2020	233.67	23.24	210.43	4,436.95
17	08/01/2020	233.67	22.18	211.49	4,225.46
18	09/01/2020	233.67	21.13	212.54	4,012.92
19	10/01/2020	233.67	20.06	213.61	3,799.31
20	11/01/2020	233.67	19.00	214.67	3,584.64
21	12/01/2020	233.67	17.92	215.75	3,368.89
2020 Totals		2,804.04	284.75	2,519.29	
22	01/01/2021	233.67	16.84	216.83	3,152.06
23	02/01/2021	233.67	15.76	217.91	2,934.15
24	03/01/2021	233.67	14.67	219.00	2,715.15
25	04/01/2021	233.67	13.58	220.09	2,495.06
26	05/01/2021	233.67	12.48	221.19	2,273.87
27	06/01/2021	233.67	11.37	222.30	2,051.57
28	07/01/2021	233.67	10.26	223.41	1,828.16
29	08/01/2021	233.67	9.14	224.53	1,603.63
30	09/01/2021	233.67	8.02	225.65	1,377.98
31	10/01/2021	233.67	6.89	226.78	1,151.20

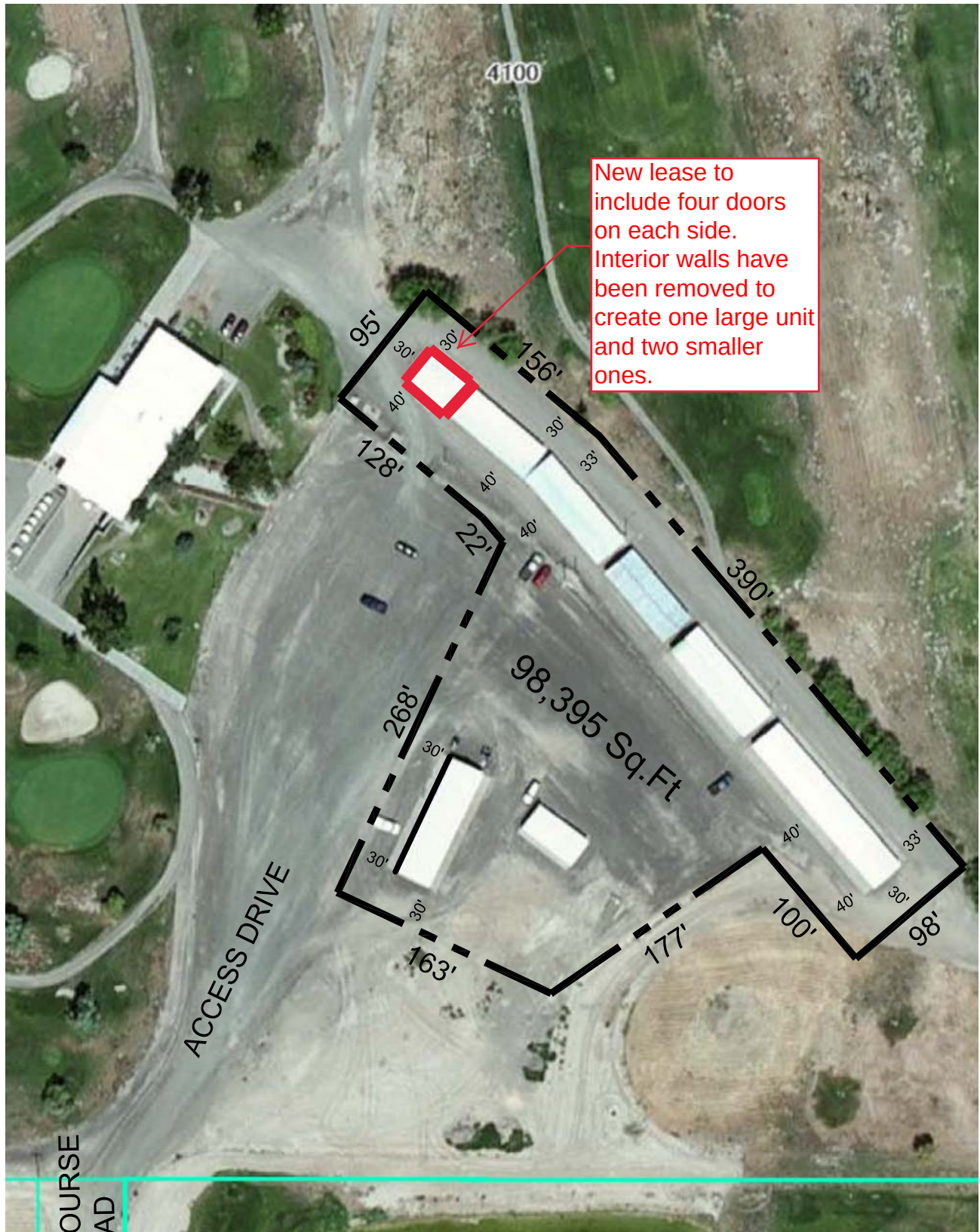
Leavitt's Golf Course Lease

	Date	Payment	Interest	Principal	Balance
	32 11/01/2021	233.67	5.76	227.91	923.29
	33 12/01/2021	233.67	4.62	229.05	694.24
2021 Totals		2,804.04	129.39	2,674.65	
	34 01/01/2022	233.67	3.47	230.20	464.04
	35 02/01/2022	233.67	2.32	231.35	232.69
	36 03/01/2022	233.67	0.98	232.69	0.00
2022 Totals		701.01	6.77	694.24	
Grand Totals		8,412.12	731.00	7,681.12	

Leavitt's Golf Course Lease

Last interest amount decreased by 0.18 due to rounding.

Exhibit "A"



GOLF COURSE
ROAD

Land in Section 7, T18S, R47E.,
Ontario Airport Property,
City of Ontario, Malheur County, Oregon



2017 LEASE TERMINATION AND
STORAGE UNIT RENTAL AGREEMENT

Landlord: City Of Ontario	Tenant: Mervin And Patsy Leavitt	
	444 SW 4 th Ave	P.O.
	Box 746	
Ontario, OR 97914	Ontario, OR 97914	
(541) 881-3223 (City Manager)	(208) 741-1528 (cell)	

Recitals:

- A. On or about June 13, 2017, Landlord and Tenant entered into a five year Storage Facility Lease Agreement ("2017 Lease") of all the storage units at the former Ontario Golf Course, a copy of which 2017 Lease is attached as Exhibit "1".
- B. Tenant is in default of said 2017 Lease and desires to terminate it, and to lease one storage unit from Landlord instead.
- C. Landlord is willing to terminate the 2017 Lease and rent to Tenant one storage unit on the terms set forth herein.

Agreement:

- 1. 2017 Lease Termination. The 2017 Lease is hereby terminated.
- 2. Settlement of 2017 Lease Claims. In full settlement of Landlord's claims against Tenant for default of said 2017 Lease, Tenant shall sign a promissory note ("Note") payable to Landlord in the amount of \$_____, a copy of which is set forth as Exhibit "2" attached hereto. Tenant shall make all installment payments on the due dates set forth in the Note until the unpaid balance of the Note is paid in full.
- 3. Storage Unit Lease. Landlord hereby leases to Tenant one 40x30 ft. storage unit ("Storage Unit") located as set forth in the map attached hereto as Exhibit "3" on the terms and conditions set forth herein.
- 4. Term. The Storage Unit Lease shall commence on _____, 2019, and continue on a month to month basis until terminated as provided herein.
- 5. Rent. The rent shall be \$140 per month payable on or before the _____ day of each month.

6. Default. If Tenant fails to pay the rent due under this Agreement within 15 days of the due date, or if Tenant fails to pay any installment payment on the Note when due, Landlord may deny access to the Storage Unit until paid in full. Whenever the rent is in arrears more than 30 days after the due date, Landlord may remove any property in the Storage Unit and relet it to a new tenant.

7. Lien. Landlord shall have a lien on any property placed in the Storage Unit and shall have the right to sell the property at public or private sale or as provided by law.

8. Use. Tenant shall not keep in the storage space any explosive, inflammable, hazardous or illegal substances or any animals or pets. Tenant shall not assign or sublet the storage space. Landlord shall have the right to enter the storage space for inspection or repairs. Tenant shall make no alterations to the storage space without the written consent of Landlord.

9. "As Is". Tenant has been in possession of the Storage Unit since June 13, 2017, and accepts the Storage Unit in its present condition, "As Is". Landlord shall have no obligation to make any repairs or improvements to the Storage Unit, which shall be Tenant's sole responsibility.

10. Liability. This Agreement is made on the express condition that, while Landlord shall exercise reasonable care in the operation of the premises, Landlord shall not be liable for any loss or damage to Tenant.

11. Casualty. In the event the premises are damaged by fire or other casualty, and are rendered untenable, either party may cancel this Agreement.

12. Termination. This agreement may be terminated by either party upon the giving of written notice at least 30 days prior to the end of any rental month.

IN WITNESS WHEREOF, the parties have executed this lease the _____ day of _____, 2019.

LANDLORD:
City of Ontario
By:

Adam Brown, City Manager

TENANT:

Mervin Leavitt

Patsy Leavitt



RESOLUTION 2022-112

A RESOLUTION ACCEPTING A ONE TIME PAYMENT OF \$500 TO SATISFY THE 2019 PROMISSORY NOTE BETWEEN THE LEASER AND LESSEE ON THE CONDITION THAT THEY CATCH UP ON PAYMENTS FOR THE LEASED UNIT

- WHEREAS:** Merv and Patsy Leavitt entered into a lease with the City of Ontario in 2017 for property on the Airport; and
- WHEREAS:** the intent of the Lessee was to convert former golf cart barns into storage units for rental; and
- WHEREAS:** the Leavitt's were not able to complete their business plan as intended; and
- WHEREAS:** the Leavitt's appealed to the City Council in 2019 to terminate the lease; and
- WHEREAS:** the Ontario City Council agreed to terminate the lease with a promissory note for the amount \$234 per month of the term of the contract to be paid through March of 2022 with an additional lease of a rental space for \$140 a month; and
- WHEREAS:** the Lessee was not able to meet payments due to the pandemic but paid a total of \$6,422 towards the property lease; and
- WHEREAS:** the Ontario City Council discussed the Lessee's agreement in January 2022 and requested staff to come back with a one-time payment that would terminate the lease.

NOW, THEREFORE, BE IT RESOLVED that the Ontario City Council agrees to a one-time payment of \$500 to satisfy the demands of the promissory note on the condition that the Lessee becomes current with the leased storage unit.

EFFECTIVE DATE: Effective immediately upon passage.

PASSED AND ADOPTED by the City Council of Ontario on this 12th day of April, 2022, by the following vote:

AYES:

NAYES:

ABSENT:

APPROVED by the Mayor this 12th day of April, 2022.

ATTEST:

Riley J. Hill, Mayor

Tori Barnett, MMC, City Recorder

LEAVITT STORAGE LEASE

	Monthly Rent	Total	Pmts		
June 2018 - December 2018	\$1,167	\$8,169	\$ (3,541.67)	\$	4,627.33
February 2019 - April 2022	\$ 140.00	\$5,320	\$ (2,282.27)	\$	3,037.73
Past due & Interest	\$ 903.54	\$ 903.54	\$ (597.77)	\$	305.77
				\$	7,970.83
Total Charged		\$14,393			
Payments		(\$6,422)			
Current Balance		\$7,970.83			



**AGENDA REPORT
OLD BUSINESS
April 12, 2022**

To: Mayor and City Council

FROM: Adam J. Brown, City Manager

THROUGH: Adam J. Brown, City Manager

SUBJECT: RENEWAL OF CONTRACT WITH OSTER PROFESSIONAL GROUP (OPG)

DATE: April 6, 2022

PROPOSED MOTION:

I MOVE THAT THE CITY APPROVE THE PROFESSIONAL SERVICES AGREEMENT WITH OSTER PROFESSIONAL GROUP (OPG) LLC.

SUMMARY:

The contract for professional financial services has been contracted with Oster Professional Group since 2016. The contract has expired and needs to be renewed.

City Counsel is working with Oster counsel to make agreed upon modifications to the contract. There is a chance this action item may be removed from the agenda.

BACKGROUND:

The City of Ontario entered into an agreement on July 1, 2016 for professional financial services. OPG has successfully managed Ontario's finances for nearly 6 years now with clean audits. They inherited a financial condition that was not in great condition and implemented internal controls and reporting systems to bring Ontario's financial management and reporting to a standard consistent with good local governance.

CURRENT SITUATION:

The parties have agreed on a scope of services and professional services agreement for an additional 5 years of service through June 30, 2026.

ANALYSIS:

- A. **STRATEGIC PLAN** The Financial Management goal was added to the city's strategic plan in 2020. OPG has been an essential part of providing sound financial management.
- B. **FINANCIAL** The base fee in the agreement is \$25,170 per month or \$302,040 annually.

- C. **TIMING** The contract period is for 5 years. The previous contract has expired, so the contract renewal period will actually be closer to 4 years looking forward and backdated to July 1, 2021. Oster and the City have operated in good faith, continuing to provide services. The agreement has a 30-day out clause throughout the entire period of the contract.
- D. **POLICY/LEGAL** This agreement can only be approved by council.

ALTERNATIVES:

Take No Action: We can assume that services will continue in good faith, however, without any contract there are no guarantees.

RECOMMENDATION:

Staff recommends approval of the professional services agreement between the City of Ontario and Oster Professional Group LLC.

ATTACHMENTS:

1. PSA_Oster_City of Ontario 2021 Prof Svc Agreement_4 12 2022
2. Exhibit A_Oster Professional Group LLC_Contract_4 12 2022

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement ("Agreement") is entered into effective the 1st day of July, 2021 by and between **Oster Professional Group CPA's**, an Oregon corporation ("OPG"), and the **City of Ontario, Oregon**, an Oregon local government entity ("City").

RECITALS

WHEREAS, City wishes to engage OPG to provide consulting Services ("Services") to City, as specified in each Scope of Work agreed upon by the Parties as specified in the Exhibits to this Agreement; and

WHEREAS, OPG wishes to provide the Services under the terms and conditions specified in this Agreement and in each Scope of Work.

NOW, THEREFORE, in consideration of the mutual promises set forth below and these Recitals, City and OPG agree as follows:

AGREEMENT

1. OPG's Services.

1.1 **Description of Services.** OPG shall provide all labor, material and deliverables (collectively, "Services") specified in any Scope of Work attached as an Exhibit to this Agreement.

1.1.1 A Scope of Work shall become binding on the date the document is fully executed by OPG and City, at which time OPG will be obligated to provide the Services as specified in such Scope of Work.

1.2 **Manner of Rendering Services.** OPG shall determine the method, details, and means of performing the Services.

1.3 **Direction and Control of Services.** City may not control, direct, or supervise the manner or means of Services OPG provides City.

1.4 **Services for Other Entities.** OPG is free to provide Services to other entities or persons during the term of this Agreement.

1.5 **No Authority to Bind or Obligate City.** OPG shall have no authority to bind, obligate or commit City by any promise or representation, unless OPG has obtained the prior written approval of an authorized representative of City.

1.6 **Compliance With Laws.** OPG shall strictly comply with all applicable federal, state, and local civil laws and statutes, ordinances, regulations and codes.

2. **Term and Termination of Agreement.**

2.1 **Term.** The term of this Agreement shall begin on the date set forth above and, shall continue through June 30, 2026 or until earlier terminated by either party in accordance with Section 2.2 of this Agreement.

2.2 **Termination.** This Agreement may be terminated as follows:

2.2.1 Termination by Either Party. Either Party may terminate this Agreement with 30 days' written notice to the non-terminating Party.

2.2.2 Termination Upon Winding Up or Dissolution. This Agreement will automatically terminate as of the effective date of OPG's notice to the State of Oregon that it will dissolve or otherwise cease operations.

2.2.3 Termination Upon Filing of Bankruptcy. This Agreement will automatically terminate as of the effective date of City's filing for any form of bankruptcy.

2.2.4 OPG's Rights Upon Termination. OPG shall be entitled to payment of all Fees due under this Agreement and any then effective Scope of Work within 30 days of termination by either Party.

3. **Compensation.**

3.1 **Fees for Services.** City shall pay OPG in accordance with the terms outlined in Exhibit A to any then effective Scope of Work attached to this Agreement as an Exhibit. OPG shall not be entitled to any other Fees. Said Fees, plus the payment for expenses as provided in Section 3.2 below, shall be the total compensation to OPG for all Services provided under this Agreement and any Scope of Work attached as an Exhibit to this Agreement; provided, however, that City also is obligated to pay OPG the prorated amount of any Fees for Services under this Agreement for less than a full month of Services rendered.

3.2 **Expenses.** In addition, City shall reimburse OPG for reasonable expenses incurred in performing the Services under this Agreement and any then effective Scope of Work; provided, however, OPG is solely responsible for all other expenses incurred in providing the Services including, but not limited to, OPG's normal and ordinary business expenses such as rent, administrative assistance, general photocopying, postage, vehicle expense, office supplies, and business telephone service.

3.2.1 **Prior Approval.** OPG must obtain advance written approval from an authorized representative of City for any anticipated expense of more than \$100.00 unless such expense has otherwise been approved in an attached Scope of Work. City reserves the right to deny reimbursement for any expense that is not reasonable and outside of OPG's normal and ordinary business expenses, including an expense of more than \$100.00 which was not first discussed with City.

3.3 **Invoices.** OPG shall submit to City an invoice not later than the 10th day of the month following any month in which Services are performed, including any Expenses as provided in Section 3.2. Each invoice shall include an itemized description of OPG's activities and expenses for which reimbursement is sought. City shall pay all Invoices by check sent by first class mail to OPG at its designated address not later than 30 days after receipt of each invoice.

4. **Relationship Between the Parties.**

4.1 **Independent Contractor.** OPG is an independent contractor and is engaged in an independently established occupation. This Agreement does not create the relationship of employer and employee, a partnership, or a joint venture. None of the benefits provided by City to its employees, if any, (including payment of workers' compensation insurance coverage and health insurance benefits) shall be provided to OPG, or any of OPG's employees or subcontractors.

4.2 **Responsibility for Wages, Taxes, Workers' Compensation Coverage, Etc.** OPG shall be responsible for providing any wages, salary, compensation or other benefits or payments due to its employees and subcontractors, if any. Additionally, OPG shall be solely responsible for providing any necessary and appropriate workers' compensation insurance coverage for its employees. OPG also is solely responsible for making all necessary and appropriate tax, social security, employment, workers' compensation and other withholding deductions and payments for OPG and its employees. In addition, OPG is solely responsible for paying any remuneration or compensation to any of its contractors and/or subcontractors. OPG shall indemnify City and hold it harmless from paying such costs or taxes.

4.3 **Tools, Equipment and Supplies.** OPG is responsible for providing the principal tools, equipment and supplies for performance of all Services under this Agreement.

4.4 **Permits and Licenses.** OPG shall, at OPG's expense, obtain and maintain all permits, licenses, certifications and registrations necessary to perform the Services under this Agreement.

5. **No Conflict of Interest.** During the Term of this Agreement, OPG will not accept work, enter into a contract, or accept an obligation from any third party, inconsistent or incompatible with OPG's obligations, or the scope of Services to be performed under this Agreement. OPG warrants that it has no other contract or duty on its part inconsistent with this Agreement.

6. **Insurance and Risk of Loss.** OPG shall maintain insurance policies (including, without limitation, liability insurance and any required workers' compensation insurance) sufficient to protect OPG's business as required by local, state and federal law, and as necessary to protect against all applicable risks. OPG shall provide City with certificates of insurance and other supporting materials as City may request to evidence OPG's continuing compliance with these obligations.

7. **Confidential Information.**

7.1 **"Confidential Information" Defined.** In the course of performing Services for City, OPG may acquire knowledge (both orally and in writing) regarding confidential and/or proprietary information concerning City and its employees, council members, contractors and vendors, including non-public financial information; information about costs and pricing structure; plans for future developments; programs; business plans or strategies; and other information of a similar nature which is not generally known to or accessible by members of the public and which is not generally subject to a public records request under applicable Oregon law (collectively, "Confidential Information.")

7.2 **Non-Use and Non-Disclosure.** OPG agrees that during the term of this Agreement and thereafter, it (a) will keep secret and retain in confidence all Confidential Information, (b) not disclose Confidential Information to anyone except employees of City or City's council members authorized to receive it, and third parties to whom such disclosure is specifically authorized by an authorized representative of City, and (3) will not use any Confidential Information for any purpose other than performance of Services under this Agreement without prior written permission from an authorized representative of City.

7.3 **Application.** OPG's confidentiality obligations as set forth in Section 7 will not apply to any information or any portion thereof which (i) is or becomes publicly available by other than a breach of this Agreement (including, without limitation, any information filed with any governmental agency and available to the public); (ii) is disclosed to OPG by a third party that is legally entitled to disclose such information; (iii) OPG demonstrates through documented records that the information was known by it prior to its receipt from City; (iv) is developed by OPG independently of any disclosures of such information made by City, as demonstrated by OPG's documented records; or (v) is required to be disclosed by subpoena, court

order, or other legal or regulatory requirement (including a public records request), provided that OPG provides prompt notice to City of such a request for disclosure and cooperates with City in any legal challenge to such disclosure.

8. Return of Property and Documents. OPG agrees that all hard and electronic originals and copies of records, reports, documents, lists, drawings, memoranda, notes, proposals, contracts and other documentation related to the business of City or to the rendering of OPG's Services, or containing any Confidential Information shall be returned to City immediately upon expiration of the Term or upon the termination of this Agreement, or at any time upon the written request by an authorized representative of City.

9. Indemnification. Each Party (the "Indemnifying Party") shall at all times indemnify and hold harmless the other Party and said other Party's successors, assigns, shareholders, directors, officers, agents, affiliates, and employees (collectively, the "Indemnified Parties") from and against any and all liabilities, damages, penalties, settlements, judgments, orders, losses, costs, charges, attorneys' fees, and all other expenses and shall, further, defend the Indemnified Party(ies) from any and all claims, actions, suits, prosecutions, and all other legal and/or equitable proceedings resulting from or directly or indirectly relating to any allegation regarding: (i) any negligent, willful, reckless, or wrongful act or omission of the Indemnifying Party, its employees, representatives, contractors or agents; (ii) any breach of, or inaccuracy in, any representation and/or warranty made by the Indemnifying Party herein including, without limitation, claims for personal injury, death or damage to property or other demands; (iii) any failure to perform by the Indemnifying Party, or any defect in said Party's performance of its obligations pursuant to this Agreement; or (iv) any alleged violation by the Indemnifying Party of any law, statute, regulation or ordinance.

10. Notices to the Parties. Notices required by this Agreement shall be in writing. Notices may be served by certified or registered mail, postage paid with return receipt requested; by private courier, prepaid; or in person. Mailed notices shall be deemed delivered three (3) days after mailing, properly addressed. Couriered notices shall be deemed delivered on the date that the courier represents that delivery has been made. In person delivery shall be effective when accomplished. Unless a Party changes its address by giving notice to the other Party as provided herein, notices shall be delivered to the Parties at the following addresses:

OPG: Kari J. Ott, CPA
77 West Adams Street
Burns, Oregon 97720

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

11. **Assignment and Subcontracting.**

11.1 **Assignment.** OPG agrees it may not assign this Agreement in whole or in part without the prior written consent of City.

11.2 **Subcontracting.** OPG agrees that it may not subcontract this Agreement in whole or in part.

12. **Dispute Resolution.** OPG and City agree that any claim, controversy or dispute arising out of or in connection with this Agreement or an attached Scope of Work shall be resolved as follows:

12.1 **Mediation.** The Parties agree that the first step toward resolution shall be mandatory, non-binding mediation in Ontario, Oregon with a neutral, third-party mediator mutually selected by the Parties. The Parties further agree (a) that they will select a mediator within 30 days of the date either Party requests mediation; (b) that they will make all reasonable attempts to schedule the mediation within 60 days of the date the mediator is selected; and (c) to share equally the costs of mediation (including the mediator's time and expenses); provided, however, that the Parties are responsible for their own attorney fees and or other costs associated with mediation.

12.2 **Arbitration.** In the event mediation is not successful, mandatory and binding arbitration in Ontario, Oregon (which may be conducted remotely if mutually agreed by the Parties) with a mutually selected arbitrator from and under the auspices of Arbitration Service of Portland, Inc. ("ASP"). The arbitration shall be conducted as described below; however, to the extent ORS 36.600 to 36.740 ("Oregon Arbitration Act") requires otherwise, the arbitration will be conducted in accordance with the rules ASP then in effect. Notice of demand for arbitration shall be filed in writing with the other party and with ASP (www.arbserv.com). Each Party shall be entitled to discovery as provided for in the Oregon Arbitration Act (or its successor). A single arbitrator shall conduct the arbitration proceedings in private, and to the extent necessary to enforce any award, the arbitration proceedings and results shall be confidential. The Parties agree that the decision of the arbitrator shall be final and binding, and that judgment thereon may be entered in any court having jurisdiction. In reaching a decision, the arbitrator shall have no authority to change or modify this Agreement. The Parties shall share equally the costs of arbitration, including fees resulting from the arbitrator's review of any pre and post hearing motions, briefs or other documents or pleadings; provided, however, that each Party is responsible to pay its own attorney fees or other costs associated with arbitration, including filing fees.

12.2.1 Only the arbitrator shall have the authority to determine the nature and extent of the issue(s) to be arbitrated under the terms and conditions of this Agreement.

12.2.2 The arbitrator is instructed and authorized to decide all of the issues including an award of non-monetary or monetary relief as provided under this Agreement and the claims of the Parties.

12.2.3 In any arbitration or judicial proceeding arising from or related to this Agreement, including on appeal, the prevailing party is entitled to an award of its reasonable attorney fees, and costs (including, but not limited to, witness fees).

12.2.4 The arbitrator retains jurisdiction following the date on which the determination is issued concerning enforcement of the award.

12.3 **Scope.** The Parties agree that this Section 12 does not cover or apply to claims for violation of the criminal laws; claims over which the small claims court would have jurisdiction; or claims brought under a statute which expressly provides that claims under that statute cannot be subject to arbitration agreements.

13. **Waiver of Breach.** The waiver by either Party of any breach by the other Party of any provision of this Agreement shall not operate or be construed as a waiver by the non-breaching Party of any subsequent breach by that Party.

14. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to its conflict of laws provision.

15. **Severability.** In the event that any section or provision of this Agreement shall be held to be illegal or unenforceable, such section or provision shall be severed from this Agreement and the entire Agreement shall not fail as a result, but shall otherwise remain in full force and effect.

16. **Amendment.** This Agreement may be canceled, modified, or amended only by an instrument in writing and executed both by OPG and an authorized representative of City, and any such writing must specifically reference this Agreement.

17. **Survival.** Any obligation or rights under this Agreement that may arise after termination of this Agreement, but pursuant to it, will be deemed to survive termination of the Agreement, including Sections 7, 8, and 9.

18. **Entire Agreement.** This Agreement, including any and all exhibits, sets forth the entire understanding of the parties with respect to the subject matter of

this Agreement, and supersedes any and all prior discussions, understandings and agreements, whether written or oral, between the parties with respect to the subject matter of this Agreement; provided, however, nothing in this provision is intended to render moot or void any Scope of Work agreement attached to this Agreement as an Exhibit, and all such Scope of Work agreements remain in full force and effect.

19. **Authority.** The undersigned represent that they are authorized to execute this Agreement on behalf of their respective principals.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

OSTER PROFESSIONAL GROUP, CPA's

CITY OF ONTARIO, OREGON

Kari J. Ott, CPA

Riley J. Hill, Mayor

2021 – 2026 SCOPE OF WORK

Exhibit A to Oster Professional Group, CPA's – City of Ontario Professional Services Agreement

A. GENERAL. Oster Professional Group, CPA's (OPG) has agreed to provide Services to the City of Ontario, Oregon (City) in accordance with the attached Professional Services Agreement (Agreement).

B. TERM AND TERMINATION. The Term of this Scope of Work is five years beginning July 1, 2021 through June 30, 2026, unless otherwise terminated in accordance with Section 2.2 of the Agreement.

C. The City Manager shall be the city's designee and representative.

2. Oster Staff will initiate communications regarding this Agreement through the City Manager. Oster shall not lobby, seek to influence, or negotiate with city council members regarding the scope of services and tenants of the contract.

1. The Oster Finance Director will maintain regular contact with the City Manager, relaying important financial information related to the City.

D. SERVICES.

1. General Management. For the purposes of managing the Services to be rendered, an OPG representative will maintain a physical presence at City's main office during regular business hours when City offices are open, unless otherwise mutually agreed by City and OPG. If City's offices are not open or operational due to Unforeseen Circumstances (as defined in Section D, 3.2 below) the OPG representative will manage the rendering of OPG's Services remotely.

2. Monthly Task Cycle.

- Review accuracy of general ledger accounting, accounts payable processing, accounts receivable processing and payroll processing.
- Reconcile or monitor reconciliation of all General Ledger and bank accounts.
- Provide monthly budget to actual reports and other financial reports to City Council, the City Manager and City department heads.
- Provide timely and accurate monthly variance reports for City staff.

3. Quarterly Task Cycle.

- Prepare and file quarterly payroll reports.

- Provide grant administration as needed.
 - Monitor capital asset listing including construction in progress.
4. Annual Task Cycle.
- Prepare and file annual payroll reports and W-2s.
 - Prepare or monitor preparation of all working papers required for the annual financial statement audit.
 - Monitor year end closing of the books.
 - Gather information from City department heads and staff necessary to prepare the annual budgets to be approved by the City Manager.
 - Provide on-site assistance during the annual financial statement audit.
5. As Needed Tasks.
- Timely respond to City Council inquiries for specified information.
 - Participate in City staff meetings remotely or in person upon request with reasonable advance notice by City to enable appropriate preparation for such meetings.
 - Perform other services as reasonably requested by City that are consistent with overall services to be performed by OPG under the terms and conditions of the Agreement.
 - Provide on-site assistance during audits, including other specific audits related to payroll, grants, etc.
 - Monitor budget to actual data.
6. Meeting Attendance.
- Attend all regularly scheduled City Council work sessions and meetings; special City Council meetings as necessary upon reasonable advance notice; all City Budget Committee meetings; and other selected committee meetings as mutually deemed necessary by OPG and the City Manager for purposes of providing requested information.
 - Maintain budget committee minutes and timely submit to City.
7. Payroll.
- Prepare monthly payroll including ACH upload and checks.
 - Prepare payments for payroll liabilities.
 - Upload payroll data to PERS.
 - Reconcile PERS data with payroll system.
8. Month End Closing, Journal Entries.
- Prepare journal entries as needed, journal entries will be approved by City Manager.
 - Prepare month end closing entries.
 - Provide bank administration as necessary.

- Process month end cash receipts.
9. Other Items.
- Provide backup for City's the front desk position as needed.
 - Generate reports as scheduled.

E. COMPENSATION

1. Base Fee. City shall pay OPG the total annual sum of \$302,040.00 per year during the Term of the Agreement for Services rendered under this Scope of Work.

1.1 Cost of Living Increases. Beginning with the second year of the five-year Term of the Agreement, Base Fee shall be adjusted to reflect the U.S. Bureau of Labor Statistics Consumer Price Index Inflation rate up to a maximum annual increase of three (3) percent.

2. Expenses. Expenses shall be paid in accordance with Section 3.2 of the Agreement.

3. Unforeseen Circumstances.

3.1 Definition. For purposes of this Scope of Work, "Unforeseen Circumstances" is defined as a work stoppage or slow down, a natural disaster, inclement weather, an act of war or terrorism (foreign or domestic), a utility failure, or a public health emergency as declared by the Governor of Oregon, the Harney County Health Department, a federal law or regulation, or a State law or regulation.

3.2 Additional Expenses. Any additional expenses, including wages, caused by or resulting from Unforeseen Circumstances, will be billed to City for reimbursement.

F. PAYMENT

1. Monthly Payments. City shall pay OPG the Base Fee in monthly installments of \$25,170.00 on the 15th of each month in which Services are provided. Provided, however, that this monthly payment may proportionately increase to the extent City and OPG agree that the Base Fee shall increase during the Term of the Agreement and corresponding Scope of Services.

2. Payment Due Date. All Compensation, including Expenses, is due and payable within 30 days of receipt of OPG's invoice.

3. Interest. City shall pay interest at an annual rate of 9% on any Base Fee payments not received by OPG within 30 days of the due date, with interest calculated from the date payment is due.



**AGENDA REPORT
OLD BUSINESS
April 12, 2022**

To: Mayor and City Council

FROM: Adam J. Brown, City Manager

THROUGH: Adam J. Brown, City Manager

SUBJECT: RELEASE OF CODE ENFORCEMENT FINES AND LIENS

DATE: April 6, 2022

PROPOSED MOTION:

I MOVE THAT THE CITY COUNCIL APPROVE RESOLUTION #2022-111, A RESOLUTION REMOVING ALL UNPAID CODE ENFORCEMENT FINES AND LIENS AGAINST REAL PROPERTY.

SUMMARY:

A change in Council has led to a policy change in code enforcement. As such, an ad hoc committee was created by the Ontario City Council to make recommendations on the Code. Over the last 12 months, the Code Enforcement Officer has operated under a moratorium on issuing fines above \$100 while the committee reviews the policy. At its meeting on March 22, 2022, the Ontario City Council directed staff to produce a resolution that would eliminate all existing fines and liens. The City Attorney has prepared a resolution accomplishing this objective.

BACKGROUND:

The Ontario City Council adopted a Civil Penalties ordinance in 2018. The strategic plan goal was to eliminate blight in the city. The fine structure implemented by that Council achieved some success, but the city's objectives remain largely unaccomplished. The current City Council has expressed a different policy direction and is in the midst of working with an ad hoc committee recommendation and the City Attorney to draft a new ordinance consistent with their policy direction.

It was determined that to re-open an appeal process for each outstanding fine would be difficult to handle under the current staffing resources. Under that consideration, the City Council directed staff to prepare a resolution which would eliminate all outstanding fines and liens at their meeting March 22, 2022. The resolution assumes no judgement of guilt or innocence for any fined person.

CURRENT SITUATION:

The City Attorney has drafted a resolution to release outstanding fines and liens for consideration by the Ontario City Council as requested. If approved, the city will send notices to persons who have received fines and liens and the city will release the liens.

ANALYSIS:

- A. **STRATEGIC PLAN** Coming to a clear policy direction on fines for code enforcement is part of the strategic direction for beautification. The city's previous strategic plan was changed by the seated council to be less punitive in its reconstruction.
- B. **FINANCIAL** The city will release approximately \$1 million in outstanding fees and liens related to the nuisance regulations, which include civil penalties, abatements, and derelict structure fines.
- C. **TIMING** The release of fines and liens will occur immediately following City Council approval.
- D. **POLICY/LEGAL** The City Council is required to approve the resolution to forgive fines.

ALTERNATIVES:

Open up Appeals: The other alternative is to open up an appeal to all outstanding fines and liens and review them on a case by case basis.

RECOMMENDATION:

Staff recommends approval of the resolution waiving all outstanding fines and liens.

ATTACHMENTS:

1. Reso #2022-111 Fines and Penalties (01458042-3xB6300)



RESOLUTION NO. 2022-111

A RESOLUTION OF CITY OF ONTARIO WAIVING AND RELEASING CERTAIN UNPAID FINES, PENALTIES, ASSESSMENTS, AND LIENS ARISING OUT OF VIOLATIONS OF THE CITY'S HEALTH AND SANITATION (NUISANCE) REGULATIONS

- WHEREAS,** City of Ontario ("City"), an Oregon municipal corporation, imposed certain fines, penalties, assessments, and liens arising out of or related to violations under Ontario Municipal Code (the "Code"), Title 7, Chapters 1-5 (individually and collectively, the "Nuisance Regulations"); and
- WHEREAS,** due to concerns related to City's imposition and collection of the subject fines, penalties, assessments, and liens, City desires to waive and release all unpaid fines, penalties, assessments, and liens that have been imposed for violations under the Nuisance Regulations for the period commencing on January 1, 2018 and ending April 12, 2022; and
- WHEREAS,** the Ontario City Council (the "Council") desires to adopt this Resolution No. 2022-111 (this "Resolution") to affect the waiver and release of the subject fines, penalties, assessments, and liens imposed under the Nuisance Regulations.

NOW, THEREFORE, the City of Ontario, by and through the Council, resolves as follows:

1. Findings. The above-stated findings contained in this Resolution are hereby adopted.
2. Waiver and Release.
 - 2.1 City waives and releases all *unpaid* penalties, fines, assessments, and liens (including, without limitation, accrued interest) that have been imposed by City arising out of or related to violations of the Nuisance Regulations during the period commencing on January 1, 2018 and ending April 12, 2022 (individually and collectively, the "Fines and Penalties"). City will immediately cease and desist from collection of the Fines and Penalties.
 - 2.2 Without otherwise limiting the waiver and release provided under Section 2.1, City will cancel all liens identified in City's lien docket arising out of or related to the Fines and Penalties. City will clear from its lien docket all liens arising out of or related to the Fines and Penalties.
3. Administration. Council authorizes and directs the city manager (or his or her designee(s)) to take all actions, and sign and deliver all agreements, documents, and/or instruments, that the city manager deems necessary or appropriate to effect and carry out the intent of the waiver and release of Fines and Penalties provided under Section 2 of this Resolution (which includes, without limitation, cancellation of the liens). The city manager (or his or her designee(s)) will provide written notice to each person or entity receiving the waiver and release of Fines and Penalties provided under Section 2 of this Resolution.
4. Miscellaneous. All pronouns contained in this Resolution and any variations thereof will be deemed to refer to the masculine, feminine, or neutral, singular, or plural, as the identity of the parties may require. The singular includes the plural, and the plural includes the singular. The word "or" is not exclusive. The words "include," "includes," and "including" are not limiting. The provisions of this Resolution are hereby declared severable. If any section, subsection, sentence, clause, and/or portion of this Resolution is for any reason held invalid, unenforceable, and/or unconstitutional, such invalid, unenforceable, and/or unconstitutional section, subsection, sentence, clause, and/or portion will (a) yield to a construction permitting enforcement to the maximum extent permitted by applicable law, and (b) not affect the validity, enforceability, and/or constitutionality of the remaining portion of this Resolution. This Resolution may be corrected by order of the Council to cure editorial and/or clerical errors.

EFFECTIVE DATE: Effective immediately upon passage.

PASSED AND ADOPTED by the City Council of the City of Ontario this 12th day of April, 2022, by the following vote:

AYES:

NAYES:

ABSENT:

APPROVED by the Mayor this 12th day of April, 2022.

Riley J. Hill, Mayor

ATTEST:

Tori Barnett, MMC, City Recorder



**AGENDA REPORT
OLD BUSINESS
April 12, 2022**

To: Mayor and City Council

FROM: Adam J. Brown, City Manager

THROUGH: Adam J. Brown, City Manager

SUBJECT: RURAL FIRE DISTRICT EXTENSION

DATE: April 8, 2022

PROPOSED MOTION:

I MOVE THAT THE CITY COUNCIL APPROVE EXTENSION #4 TO THE ONTARIO RURAL FIRE PROTECTION DISTRICT.

SUMMARY:

Ontario Mayor Riley Hill and City Councilor Michael Braden have been negotiating with the Rural Fire Protection District. The parties have come to a tentative agreement and are awaiting the legal review of the amendment for continued service.

BACKGROUND:

Ontario Fire and Rescue has had a relationship for over 50 years with the Ontario Rural Fire Protection District (ORFPD) providing joint fire service for the City and the rural area around Ontario. The contract expired in 2021 and required 3 extensions. Delays were incurred because of negotiations with SRCI, the pandemic, personal tragedies with the negotiating team, and changes in the approach to handling the contract. The City Council representatives, staff, and rural district representatives were able to meet over the period of the last extension and come to a tentative agreement on the terms of the new agreement. Recommended changes have been referred to the District's attorney for incorporation into the agreement and are awaiting final form for confirmation.

CURRENT SITUATION:

While the tentative agreement is being formalized, the current extension will expire at the end of the month. To continue service, an extension has been presented to the City Council for approval. We anticipate that the agreement in final form will be presented to council in the next month for approval. Both parties have agreed to meet annually to review the cost for services.

ANALYSIS:

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

- B. **FINANCIAL** There is no cost to approving the extension
- C. **TIMING** The current extension expired on March 14, 2022.
- D. **POLICY/LEGAL** The Council and the ORFPD Board are both parties to the contract. Extensions and contract renewals require approval by both parties.

ALTERNATIVES:

Take No Action: Without the extension staff will be acting out of contract and either not running the rural calls or just acting in good faith.

RECOMMENDATION:

Staff recommends approval of Extension #4 to continue to provide services through Ontario Fire and Rescue to the Ontario Rural Fire Protection District.

ATTACHMENTS:

1. AGMT_CC_Rural Fire Extension #4 Agreement

**EXTENSION #4 TO
AGREEMENT TO PROVIDE FIRE SUPPRESSION AND OTHER SERVICES**

THIS EXTENSION AGREEMENT is entered into this 1st day of April 2022, between the Ontario Rural Fire Protection District No. 7-302 ("District") and the City of Ontario, a municipal corporation ("City").

WHEREAS, on February 3, 1999, City entered into an Agreement to Provide Fire Suppression and Other Services with District, which Agreement was amended by Addendum #1, dated February 22, 2000, by Addendum #2 dated February 20, 2001, by Addendum #3 dated March 7, 2002, by Addendum #4 dated February 4, 2003, by Addendum #5 dated March 1, 2004, by Addendum #6 dated January 18, 2005, by Addendum #7 dated February 6, 2006, by Addendum #8 dated March 5, 2007, by Addendum #9 dated March 3, 2008, by Addendum #10 dated May 7, 2009; by Addendum #11 dated July 1, 2010; and by Addendum #12 dated February 16, 2016, which expired on June 30, 2021.

WHEREAS, the parties, through Extension #1, entered into a three-month extension of the Agreement on July 13, 2021; and through Extension #2, extended that Agreement for an additional three-month period on September 28, 2021; and through Extension #3, extended that Agreement for an additional three-month period on December 14, 2021.

WHEREAS, the parties, through Extension #4, desire to extend the Agreement for an additional three months.

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

The Agreement between the parties based upon Extension #3 is hereby extended through June 30, 2022.

IN WITNESS WHEREOF, this Extension Agreement #4 has been executed as the day and year first above written.

Mayor Riley J. Hill
City of Ontario

Chairman Larry White
Ontario Rural Fire Protection District



**AGENDA REPORT
NEW BUSINESS
April 12, 2022**

To: Mayor and City Council

FROM: Paul Woods, City Engineer

THROUGH: Adam J. Brown, City Manager

SUBJECT: FEDERAL RAISE PLANNING GRANT APPLICATION

DATE: March 30, 2022

PROPOSED MOTION:

I MOVE THE CITY COUNCIL AUTHORIZE THE SUBMISSION OF A FEDERAL RAISE PLANNING GRANT APPLICATION FOR A NEW MOBILITY CONNECTION BETWEEN ONTARIO AND FRUITLAND ALONG WITH THE CITY'S COMMITMENT OF MATCHING FUNDS IN THE AMOUNT OF \$100,000 SHOULD THE GRANT BE AWARDED TO THE CITY.

SUMMARY:

The City is seeking federal grant assistance for planning and environmental permitting to advance efforts to create a new mobility corridor between Ontario and Fruitland. The competitive Rebuilding American Infrastructure with Sustainability and Equity (RAISE) grant program is open for planning applications until April 18, 2022. The City has completed traffic study work in support of the grant that demonstrates a need for a new river crossing between Ontario and Fruitland. The City has authorized up to \$100,000 in grant matching funds in the next fiscal year. The City has prepared a RAISE Planning Grant Application requesting \$1M in federal funding along with the commitment of \$100,000 in City grant matching funds.

BACKGROUND:

The City is seeking federal grant assistance for planning and environmental permitting to advance efforts to create a new mobility corridor between Ontario and Fruitland. The competitive Rebuilding American Infrastructure with Sustainability and Equity (RAISE) grant program is open for planning applications until April 18, 2022. The City has completed traffic study work in support of the grant that demonstrates a need for a new river crossing between Ontario and Fruitland. The City is well positioned to apply for the federal RAISE Grant to continue planning efforts.

CURRENT SITUATION:

The City has prepared a RAISE Planning Grant Application requesting \$1M in federal funding along with the commitment of \$100,000 in City grant matching funds. The City has authorized

up to \$100,000 in grant matching funds in the next fiscal year's Capital Improvement Program budget.

ANALYSIS:

- A. **STRATEGIC PLAN** The proposed grant is consistent with the City's Strategic Goals of improving Desirability and facilitating Growth.
- B. **FINANCIAL** The grant matching funds pledge all of the \$100,000 of grant match money that is being requested in FY22-23 Budget.
- C. **TIMING** The grant application must be submitted by April 18, 2022.
- D. **POLICY/LEGAL** Approval for the action is required from the City Council.

ALTERNATIVES:

If the City Council elects to not pursue the grant funding opportunity, other funds will need to be identified to pursue the project.

RECOMMENDATION:

Staff recommends the City Council authorize the submission of the grant application along with the commitment of \$100,000 in matching funds.

ATTACHMENTS:

None



**AGENDA REPORT
NEW BUSINESS
April 12, 2022**

To: Mayor and City Council

FROM: Casey Mordhorst, Acting Public Works Director
Paul Woods, City Engineer

THROUGH: Adam J. Brown, City Manager

SUBJECT: **AMENDMENT NUMBER 5 TO THE AGREEMENT FOR OPERATIONS,
MAINTENANCE AND MANAGEMENT SERVICES WITH JACOBS**

DATE: April 4, 2022

PROPOSED MOTION:

I MOVE THE CITY COUNCIL AUTHORIZE AMENDMENT NUMBER 5 TO THE AGREEMENT FOR OPERATIONS, MAINTENANCE AND MANAGEMENT SERVICES WITH OPERATIONS MANAGEMENT INTERNATIONAL, INC. (CH2M HILL), NOW MORE COMMONLY REFERRED TO AS JACOBS, AND AUTHORIZE THE MAYOR TO SIGN.

SUMMARY:

City shall pay to CH2M HILL (Jacobs) as compensation for services performed under the Agreement through this Amendment Number 5 a Base Fee of Five Million Eight Hundred Seventy-Five Thousand Two Hundred Sixty-Two Dollars and Seventy-Eight Cents (\$5,875,262.78) for the period of July 1, 2022 through June 30, 2023. This represents a 5% increase over the prior year. Subsequent years' base fee shall be determined as hereinafter specified in Appendix E.3. For budgeting purposes (period noted in E.1.1) the Base Fee includes \$277,678 for chemicals and \$648,900 for electricity. In the event the amounts paid by Jacobs on behalf of the City for chemicals and electricity exceed the base budget amounts above, City shall reimburse Jacobs for these cost overruns.

BACKGROUND:

In 2014, the City entered into a long-term Agreement for Operations, Maintenance and Management Services with Operations Management International, Inc. (CH2M Hill), now more commonly referred to as Jacobs. The Agreement was modified and approved by both parties on September 7, 2018. For each fiscal year, the Agreement allows for changes to the Base Fee through amendment. This is Amendment Number 5 under the Agreement and applies to fiscal year 2022-23.

CURRENT SITUATION:

The current Agreement and approved amendment only cover fiscal year 2021-22. An amendment for fiscal year 2022-23 is needed to support the agreement.

ANALYSIS:

- A. **STRATEGIC PLAN** Work performed by Jacobs under the Agreement supports the City's Strategic Plan Goals for Desirability, Lifestyle, Beautification and Growth.
- B. **FINANCIAL** The 5% increase in the base fee for fiscal year 2022-23 was included in the City's adopted budget. It was split between General, Water, Sewer, Storm, Streets and Airport Funds.
- C. **TIMING** The amendments to the contract with Jacobs typically coincide with adoption of the City's fiscal year 2022-23 budget.
- D. **POLICY/LEGAL** The Council has the authority to approve amendments to the Agreement.

ALTERNATIVES:

The Council could defer the item to a subsequent meeting.

RECOMMENDATION:

Staff recommends approval of Amendment Number 5 to the Agreement for Operations, Maintenance and Management Services with Operations Management International, Inc. (CH2M Hill), now more commonly referred to as Jacobs,

ATTACHMENTS:

1. Ontario_OM_OMM_09072018_A5_03012022_FINAL

AMENDMENT NO. 5
to the
AGREEMENT FOR OPERATIONS
MAINTENANCE, AND MANAGEMENT SERVICES
for
THE CITY OF ONTARIO, OREGON

This Amendment No. 5 (the "Amendment") to the Agreement for Operations, Maintenance and Management Services for the City of Ontario, Oregon dated September 7, 2018 (the "Agreement") is made and entered into this ____date of _____ 2022 by and between the City of Ontario (hereinafter "City") and Operations Management International, Inc. (hereinafter "CH2M HILL").

NOW THEREFORE, City and CH2M HILL agree to amend the Agreement as follows:

1. Appendix E, Section E.1.1 is deleted in its entirety and replaced with the following:

E.1.1 City shall pay to CH2M HILL as compensation for services performed under this Agreement a Base Fee of Five Million Eight Hundred Seventy-Five Thousand Two Hundred Sixty-Two Dollars and Seventy-Eight Cents (\$5,875,262.78) for the period of July 1, 2022 through June 30, 2023. Subsequent Years' base fee shall be determined as hereinafter specified in Appendix E.3.

2. Replacing the following as denoted below; the remainder of the clause E.3.1 remains in effect and unchanged by this amendment.

ECI = The twelve month percent change (from the third quarter of the year prior to the third quarter of the prior year) in the Employment Cost Index for Total Compensation for Civilian Workers, not Seasonally adjusted as published by U.S. Department of Labor, Bureau of Labor Statistics in the Detailed Report Series ID: CIU101000000000A.

3. Appendix E, Section E.1.1 is deleted in its entirety and replaced with the following:

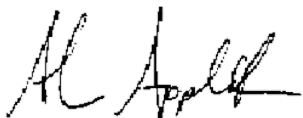
E.1.6 In the event that the rates for electricity or price for any chemical increases by ten percent (10%) Year over Year, City shall pay for any such electrical or chemical costs increases. For budgeting purposes (period noted in E.1.1) the Base Fee includes \$277,678 for chemicals and \$648,900 for electricity.

This Amendment together with any previous Amendments and the Agreement constitutes the entire agreement between the Parties and supersedes all prior oral and written understandings with respect to the subject matter set forth herein. Unless specifically stated all other terms and conditions of the Agreement shall remain in full force and effect. Neither this Amendment nor the Agreement may be modified except in writing signed by an authorized representative of the Parties.

The Parties, intending to be legally bound, indicate their approval of this Amendment by their signatures below.

Operations Management International, Inc.,

The City of Ontario, Oregon



Name: Andy Appleton

Name:

Title: Vice President

Title:

Date: 3/31/2022

Date:



**AGENDA REPORT
NEW BUSINESS
April 12, 2022**

To: Mayor and City Council

FROM: Paul Woods, City Engineer

THROUGH: Adam J. Brown, City Manager

SUBJECT: BID AWARD FOR BECK PARK BATHROOM REHABILITATION

DATE: April 6, 2022

PROPOSED MOTION:

I MOVE THE CITY COUNCIL AWARD THE BID FOR THE BECK PARK BATHROOM REHABILITATION TO HOLCOMB CONSTRUCTION IN THE AMOUNT OF \$134,500 AND AUTHORIZE THE MAYOR TO SIGN THE DOCUMENTS.

SUMMARY:

The City has been reserving funds for the past three years towards rehabilitating the Beck Park restroom facility. The project was scheduled to be bid this year. Bid documents were prepared and advertised by Jacobs and on bid was received. The Council will have to award the bid for the work to proceed.

BACKGROUND:

The City has been reserving funds for the past three years towards rehabilitating the Beck Park restroom facility. Staff prepared a written bid package that was publicly noticed on March 20, 2022. The scope of work includes electrical and plumbing upgrades, ADA compliant laboratory facilities, ADA compliant doorway modifications, ADA compliant sidewalk improvements, and new metal exterior roofing.

CURRENT SITUATION:

Bids were publicly opened on April 5, 2022, at 2pm at the Public Works office. One bid was received from Holcomb Construction Inc. from Nyssa, Oregon, in the amount of \$134,500. Staff finds the bid to be complete according to the request for bid and recommends awarding the bid to Holcomb Construction.

ANALYSIS:

- A. **STRATEGIC PLAN** The project is consistent with the FY21-22 Capital Improvement Program for this line item. The project is consistent with the City's Strategic Plan for Lifestyle and Beautification.

- B. **FINANCIAL** The bid award of \$134,500 is lower than the approved budget of \$144,000 in the Parks Department General Fund budget.
- C. **TIMING** The project requires notice of award within 60 days from April 5, 2022.
- D. **POLICY/LEGAL** The City Council is required to approve the construction bid. Holcomb Construction is a registered Oregon Contractor.

ALTERNATIVES:

If the Council chooses not to award the bid, the improvements will not be made and temporary facilities will continue to be used to support the park.

RECOMMENDATION:

Staff recommends awarding the bid to Holcomb Construction Inc. in the amount of \$134,500.

ATTACHMENTS:

1. Beck Park Bathroom Bid Response for Holcomb Construction



JACOBS®

CITY OF ONTARIO, OREGON

**PROJECT MANUAL
FOR
BECK PARK RESTROOM 2022**

MARCH 2022



**PREPARED BY
CITY OF ONTARIO, ENGINEERING DIVISION
JACOBS ENGINEERING GROUP INC.**

03-20 22-01

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SECTION 1

BIDDING REQUIREMENTS

INVITATION TO BID

BECK PARK RESTROOM 2022

CITY OF ONTARIO, OREGON

City of Ontario, Oregon
JACOBS
Public Works Department
Engineering Division
1551 NW 9th Street
Ontario, Oregon, 97914

The City of Ontario invites bids for the construction of the Beck Park Restroom 2022.

The City of Ontario is looking for an Oregon licensed Contractor to perform a comprehensive remodel of the Beck-Kiwanis Park bathroom located at 455 NW 8th Ave in Ontario Oregon. This project is set up as a performance specification project and will require the Contractor to engage Oregon licensed professionals to develop drawings adequately detailed for construction purposes. Review and approval of the drawings by the City and securing permits will be required steps.

Project Summary

This remodel will consist of converting existing Men's and Women's restrooms into ADA complaint Men's and Women's restrooms with vandal-proof stainless-steel toilets and sinks and other fixtures. New Men's restroom will consist of one urinal, one commode with partitioned walls to create individual stalls with lockable doors, one stainless-steel sink, mirror, one electric hand drying unit, grab bars, and one toilet paper dispenser. New Women's restroom will consist of two commodes with partitioned walls to create individual stalls with lockable doors, one stainless-steel sink, and mirror, one electric hand drying unit, grab bars, and two toilet paper dispensers. Current restrooms have different commode and sink configuration; plumbing adjustments will be required.

1. Lavatory- Update commodes, urinals, sinks, toilet paper dispenser, mirrors, grab bars, and hand dryers to meet ADA requirements. Install vandal proof stall dividers (to just above floor). Install grab bars in compliance with ADA specifications.
2. Electrical- Upgrade interior and exterior lighting to LED lights and for hand dryer.
3. Plumbing- Upgrade plumbing to accommodate new stainless-steel toilets and sinks. Confirm backflow prevention system is adequate to accommodate improved system.
4. Doors- Widen existing doorframe to accommodate ADA compliant door opening.
5. Design Professional Layout- Items 1 – 4 will require development of layout drawing(s) showing proposed modifications. Layout(s) shall include dimensions showing proof of ADA compliance, be stamped by an Oregon licensed professional and be sufficient to achieve permit approval. Layout(s) must be approved by City Engineer and Public Works prior to submittal to Building Inspector for permit and prior to construction.
6. Painting- Patch and paint interior and exterior of restrooms with weatherproof paint.
7. Carpentry- Make repairs to or replace the existing venting above the doors and widen the main entrance door openings to accommodate ADA opening.
8. Signage- Install exterior signage for Men's and Woman's and ADA restrooms.
9. Flooring- Patch plumbing modification trenches and smooth any misaligned/uneven portions of concrete floor.
10. Concrete- Pour new ADA compliant 5-foot wide sidewalk from parking area to restrooms and all the way around the existing building (approximately 225 linear feet).
11. Roofing- Replace existing cedar shingle roofing with metal roofing.
12. Deductive Alternates- Items 10 and 11 are deductive alternates and could be removed from the project if funding is not adequate.

A Prebid meeting will be held at the project site on March 17, 2022 at 2 PM.

Sealed bids for the described project will be received by the Public Works Director, or an authorized representative of the City of Ontario at the City of Ontario Public Works Department, 1551 SW 9th Street, Ontario, Oregon 97914, until 2 p.m. Mountain Time, Tuesday, April 5, 2022. Bids will be publicly opened and read aloud at the same location.

Each bid on the project shall be submitted on the prescribed form, including any alternates and addendums, if required. Upon bid award, the successful bidder will promptly execute the Contract, secure payment of Workmen's Compensation Insurance, and furnish a satisfactory Performance Bond in the amount of one hundred percent (100%) of the total bid price and a Payment Bond in the amount of one-hundred percent (100%) of the total bid price. Bids shall be submitted in a sealed envelope plainly marked "Bid for the City of Ontario, Oregon, Beck Park Restroom 2022," and show the name and business address of the bidder.

The Contract shall be subject to the applicable provisions of ORS 279.348 through ORS 279.380, the Oregon Prevailing Wage Law. All prospective bidders and their subcontractors shall be actively registered with the State of Oregon Construction Contractor's Board.

Documents will be provided electronically to all bidders. Paper copies of the Contract Documents may be obtained at the City of Ontario Public Works Department, 1551 NW 9th St., Ontario, Oregon, 97914.

Contractor shall complete all Work as specified or indicated in the contract documents. Contract documents include Performance Specifications and Contractor is responsible to create professionally stamped drawings for actual construction.

Contractor shall comply with the general conditions of the most current version of the Idaho Specifications for Public Works Construction (ISPMC); the Ontario Supplemental Standards dated March 2008 (Revised July 2011); and all other building, mechanical, electrical, and plumbing codes relevant to the project Work.

The Construction Work will be completed in all respects within 75 calendar days from the date of Notice to Proceed.

Bidder shall be qualified in accordance with the applicable parts of ORS 279C.430 to ORS 279C.450 in order to submit a bid for public Work in Oregon.

Bidders shall submit a statement identifying whether the bidder is a resident bidder as defined in ORS 279A.120.

No bid will be received or considered by Owner unless the Bid contains or is accompanied by a statement by the bidder as a part of the bid that the provisions required by ORS 279C.840 pertaining to prevailing wages shall be included in the agreement.

City of Ontario reserves the right to reject any or all bids in accordance with ORS 279B.100 or any bid not conforming to the intent and purpose of the bidding documents.

Any questions on the bid documents must be directed to Al Haun, Engineering Technician, at 541-889-8572.

INSTRUCTIONS TO BIDDERS

BECK PARK RESTROOM 2022

CITY OF ONTARIO, OREGON

1. GENERAL DESCRIPTION OF PROJECT

A general description of the Work to be performed is contained in the "Invitation for Bid". The scope is indicated in applicable parts of these contract documents. The Contractor shall furnish approvable, professionally stamped design, necessary permits, materials, labor, tools, and testing, unless otherwise specified. Where plans are included with the contract documents, they are to be considered a part of the contract documents and the scope may be indicated on the Plans as specified. Except as modified herein, the various Work items called for in the "Bid Proposal" shall be performed, measured, and paid for as indicated on the "Bid Proposal" and as provided in the most current Edition of the IDAHO STANDARDS FOR PUBLIC WORKS CONSTRUCTION (ISPMC), as amended by the City of Ontario Supplemental Standards dated March 2008 (Revised July 2011).

2. CONTRACT DOCUMENTS

These Contract Documents are intended to be mutually complementary and to provide all details reasonably required for the execution of the proposed Work. Any person contemplating the submission of a proposal and being in doubt as to the meaning or intent of said Contract Documents shall at once notify, in writing, Al Haun, Engineering Tech., City of Ontario, 1551 NW 9th Street, Ontario, OR 97914. Any interpretation or change in said Contract Document shall be made only in writing, and a copy of such interpretation or change will be emailed or delivered to each person receiving a set of documents. The Owner will not be responsible for any other explanation or interpretation of said documents.

3. FORM OF PROPOSAL

All proposals must be submitted on the enclosed bid proposal form. A combination of Lump Sum and Unit Price proposals will be accepted for Work items with set forth in the proposal. The description of Work has been identified in the proposal and shall include all Work identified in this contract document and is assumed solely for the basis of calculation upon which the award of the contract shall be made. Payment to the Contractor will be made on the measurement of the Work actually performed as the percent complete by the Contractor and shall be approved by the City. The Owner reserves the right to increase or diminish the amount of any class of Work as may be deemed necessary.

The Contractor will be allowed no claims for anticipated profits, loss of profits or for any damages of any sort because of any difference between the estimated and the actual quantities of Work done, except as specifically noted in these contract documents.

4. PREPARATION OF PROPOSALS

All prospective bidders and their subcontractors shall be registered with the State of Oregon Construction Contractor's Board. All design professionals will be licensed in the State of Oregon.

It is mandatory that all lump sum blank spaces being bid shall be filled in with legible figures. Figures must be in ink and bidders are encouraged to use mechanical devices for printing their bid figures. Further, bidders are required to write the total bid amount in the Bid Summary both as numerals and in words in the appropriate blank spaces. If the bidder's figures are not legible and the bidder fails to provide bid amounts in words, the bid will be considered non-responsive and shall not be considered for contract award. Bid amounts in words shall prevail in cases of discrepancy between the amount stated in words and the amount stated in figures.

Any proposal shall be deemed irregular which contains omissions, alterations, or additions of any kind, or prices uncalled for, or in which any of the prices are obviously unbalanced, or which in any manner shall fail to conform to the conditions of the published "Invitation for Bid." Erasures or interlineation in the proposal must be explained or noted over the signature of the bidder.

The bidder shall sign his/her proposal in the blank space provided. Proposals made by corporations or partnerships shall contain names and addresses of the principal officers or partners therein. If the proposal is made by a corporation, it must be signed by one of the principal officers thereof. If made by a partnership, it must be signed by

one of the partners, clearly indicating that he/she is signing as a partner of the firm. In the case of a Proposal made by a joint venture, each of the joint ventures must sign the proposal in his/her personal capacity.

5. SUBMISSION OF PROPOSALS

All proposals must be submitted in the time and place and in the manner prescribed in the "Invitation for Bid". Proposals must be made on the prescribed proposal forms furnished the bidder. Each proposal must be submitted in a sealed envelope, so marked as to indicate its contents without being opened.

6. MODIFICATION OR WITHDRAWAL OF PROPOSAL

Any bidder may modify his/her bid by written or electronic communication at any time prior to the scheduled closing time for receipt of bids, provided such communication is received by the Owner prior to the closing time, and provided further that a written confirmation of the electronic modification over the signature of the bidder was mailed prior to closing time. If written confirmation of an electronic communication is not received within at least two days of the closing time, no consideration will be given to the modification. The written or electronic communication should not reveal the bid price but should state the addition or subtraction or other modification so that the final prices or terms will not be known by the Owner until the sealed bid is opened.

Proposals may be withdrawn prior to the scheduled time for closing of the proposals either by electronic or written request, or in person.

7. CONDITIONS OF WORK

Each bidder must inform him or herself of the conditions relating to the execution of the Work, and it is assumed that he/she will inspect the site and make him or herself thoroughly familiar with all the contract documents. Failure to do so will not relieve the successful Bidder of his/her obligation to enter into a contract and complete the contemplated Work in strict accordance with the contract documents.

8. AWARD OF CONTRACT

A single contract shall be awarded to the Bidder that is the lowest responsive bidder. The Owner reserves the right to accept or reject any or all proposals, and to waive any informalities and irregularities in said proposals. The Owner may reject any bid not in compliance with all prescribed public bidding procedures and requirements and may reject for good cause any or all bids upon a finding of the Owner that it is in the public interest to do so. A period of not more than sixty (60) days will elapse between the receiving of the bids and the submission to the successful bidder of the written contract for execution.

9. FAILURE TO EXECUTE CONTRACT

The City will notify the successful bidder that the contract documents are ready for execution. Upon failure by the successful bidder to enter into the contract and furnish the necessary insurance and/or bond requirements within fifteen (15) days from that date of notification, the award may be withdrawn. The award may then be made to the next lowest bidder, and the bid bond may be retained by the City, or all bids rejected and Work be re-advertised.

10. DISCLAIMER OF RESPONSIBILITY

Plans, reports, and other information available to the Owner regarding existing site improvements will be made available to prospective bidders. No survey has been completed for the project. Data contained in such reports or information is for general information of bidders only, and the Owner will not be responsible for the actual physical conditions which the Contractor may encounter.

Sole and exclusive responsibility for interpretation of such information is on the bidder, and such reports, logs, memoranda, and other information shall not be construed as a complete statement of the existing conditions nor as a warranty, expressed or implied, as to conditions which may actually be encountered in prosecution of the Work.

The Owner will not be responsible for oral interpretations. Should a bidder find discrepancies in or omissions from bid documents, or be in doubt as to their meaning, he/she shall notify the Owner prior to the bid closing date. Responses to bid questions will be distributed to all Contractors bidding the project. Any and all such interpretations will be made only in the form of written addenda to the Specifications which will be sent via email to all prospective bidders receiving a set of such documents. All addenda so issued are to be acknowledged in the bid.

Addenda to become part of the contract documents.

11. PREBID INQUIRIES

A Prebid meeting will be held on site to review the project and answer questions. Bidders with additional questions should contact the designated contact person at the designated telephone number indicated in the "Invitation to Bid".

12. PROFESSIONALLY STAMPED DRAWINGS, PERMITS AND LICENSES

The successful bidder shall be required to have or to obtain, at his/her expense, any and all permits and licenses required by the City of Ontario, Malheur County, and the State of Oregon pertaining to the service he/she proposes to furnish. The City of Ontario will not charge a fee for building, mechanical, plumbing, street, sewer, etc. permits that might be required for this project. The successful bidder will be required to develop approvable drawings produced and stamped by an Oregon licensed professional applicable to the discipline drawing.

13. PROJECT FUNDING

This project is funded entirely by City funds.

14. MINIMUM REQUIREMENTS OF BID

The following minimum requirements as to the form and manner of submitting bids must be strictly observed; variances from these requirements will result in rejection of the bid as non-responsive.

- A. Bids must be submitted on forms furnished by the Owner. ALL BIDS MUST BE MADE ON THE BLANK BID PROPOSAL FORM ATTACHED HERETO.
- B. Bids must be signed by the Bidder.
- C. Each blank for a Lump Sum or Unit Bid price quotation on the proposal must be filled in. Each separate item must be bid on unless the proposal form clearly indicates otherwise.
- D. Bids must be submitted in sealed envelopes, plainly marked according to the instructions in the "Invitation to Bid" and must be received at the time and place specified for the bid closing.
- E. The Contractor is responsible to submit a First-Tier Subcontractor Disclosure Form in a sealed envelope, plainly marked "First-Tier Subcontractor Disclosure Form for the City of Ontario, Oregon, or in the sealed bid submission, at the time and place specified in the Invitation to Bid.
- F. Proposals containing modifications, deletions, exceptions, or reservations which in any way conflict with or purport to alter any substantive provision contained in the bid documents will not be considered.

15. PERFORMANCE SECURITY

The successful bidder shall file with the Owner at the time of Contract execution, a Performance Bond on the form furnished by the City upon request. The surety company furnishing this bond shall have a sound financial standing and a record of service satisfactory to the Owner, and shall be authorized to do business in the State of Oregon. In lieu of a Performance Bond, the Contractor may file a certified or cashier's check made payable to the City of Ontario, Oregon. This check will be deposited by the Owner conditioned on and subject to the same provisions as set forth in the attached Performance Bond. This means that if you choose to provide a Cashier's or Certified check as a Performance Security that it will be deposited by the City for a period of one (1) year just as a Performance Bond would be valid for a period of one (1) year. After completion and final acceptance of the Work required by the contract, a Warranty Bond, in a form and amount approved by the City Attorney, may be provided as a replacement for the Cashier's or Certified Check.

The penal sum of the Performance Bond shall be one hundred percent (100%) of the contract price. The current power of attorney for the person who signs for any surety company shall be attached to such bond.

16. PAYMENT SECURITY

The successful bidder shall furnish the Owner at the time of execution of the Contract, a Payment Bond to guarantee payment to all persons supplying labor or materials in the performance of the contract. Such security will be on the form furnished by the City upon request. The surety company furnishing this bond shall have a sound financial standing and record of service satisfactory to the Owner and shall be authorized to do business in the State of Oregon. In lieu of a Payment Bond, the Contractor may file a certified or cashier's check made payable to the City of Ontario, Oregon. This check will be deposited by the Owner conditioned on and subject to the same provisions as

set forth in the attached Performance Bond. The penal sum of the Payment Bond shall be one hundred percent (100%) of the contract price.

17. VALUE ENGINEERING CHANGE PROPOSAL

The successful bidder is encouraged to submit suggestions for contract changes which result in equal or superior functional performance and/or project quality at less cost. Proposals are to be submitted by the successful bidder after the execution of the contract.

18. SUBSTITUTIONS

- A. Each bidder represents that his/her bid is based upon the materials and equipment described in the bidding documents.
- B. No substitutions will be considered during the bid period.

19. CONTRACTOR QUALIFICATIONS

All prospective bidders and their subcontractors shall be actively registered with the State of Oregon Construction Contractor's Board.

20. RETAINED AMOUNTS

The amount to be retained from any given partial payment will be such that when added to the sum of amounts previously retained will bring the total of the amounts previously retained to an amount equal to five percent (5%) of the value of the completed Work until such time as the Work is accepted by the Owner. Upon acceptance of the Work by the Owner, any amount retained may be paid to the Contractor.

21. ACCEPTANCE OF FINAL PAYMENT AS RELEASE

The acceptance by the Contractor of final payment shall be and shall operate as a release to the Owner and its agents of all claims and all liability to the Contractor other than claims in stated amounts as may be specifically accepted by the Contractor for all things done or furnished in connection with this Work and for every act and neglect of the Owner and its agents and others relating to or arising out of this Work. Any payment however, final or otherwise, shall not release the Contractor or his/her sureties from any obligation under the Contractor Documents or the Performance and Payment Bonds.

22. RIGHT-OF-WAY

All proposed Work is within City property or right-of-way.

23. INTERPRETATION OF CONTRACT, SPECIFICATIONS, AND PLANS

In cases of conflict in the requirements and provisions as set out by the contract, the specifications, or the plans, such conflict shall be reconciled by the acceptance of the following order or precedence for the various contract documents:

- A. The contract document bearing the signature of the Owner and the Contractor
- B. The written proposal of the Contractor
- C. Construction Specifications
- D. The Plans, including notes written thereon
- E. Instructions to Bidders
- F. General Provisions

24. SCHEDULE

- A. The Contractor shall, within 7 days after the notice of award is issued or at the preconstruction conference (whichever is first), submit to the Project Engineer for approval, a construction schedule. The schedule shall show the order in which he/she proposes to carry out the Work, the dates on which he/she will start, and the contemplated completion date for each feature of Work, including procurement of materials and equipment.

- B. If the Contractor falls behind the progress schedule, he/she shall take such steps as may be necessary to ensure completion as specified, all without additional cost to the Owner.

25. SAFETY STANDARDS AND ACCIDENT PREVENTION

The Contractor shall at all times during construction comply with the United States Department of Labor Safety and Health Regulations for Construction.

The Contractor shall be solely and completely responsible for conditions of the job site, including safety of all persons and property during performance of the Work. This requirement shall apply continuously and not be limited to normal Working hours.

The required and/or implied duty of the Project Engineer to conduct construction review of the Contractor's performance does not and is not intended to include review of the adequacy of the Contractor's safety measures in, on, or near the construction site.

The Contractor shall comply with the safety standards provisions of applicable laws, building, and construction codes and the "Manual of Accident Prevention in Construction" published by the Associated General Contractors of America. The Contractor shall exercise every precaution at all times for the prevention of accidents and the protection of persons (including employees) and property.

The Contractor shall maintain at his/her office or other well-known place at the job site all articles necessary for giving first aid to the injured and shall make standing arrangements for the immediate removal to a hospital or a doctor's care of persons (including employees) who may be injured on the job site.

END OF SECTION

DEDUCTIVE ALTERNATE 2

Bid Item	Description	Unit	Amount	Unit Price	Extended Total Amount
1A	Mobilization/Demobilization	LS	1		4000 ⁰⁰
7	Metal Roof	LS	1		10300 ⁰⁰
TOTAL BID AMOUNT					14,300 ⁰⁰

TOTAL BASE BID AMOUNT \$ Fourteen thousand three hundred dollars
(Amount written out in words)

Bid Sum with Deductive Alternate 1

Base Bid Amount	\$ 134,500 ⁰⁰
Less Deductive Alternate 1	\$ 17,900 ⁰⁰
Revised Bid 1	\$ 116,600 ⁰⁰

Bid Sum with Deductive Alternates 1 & 2

Base Bid Amount	\$ 134,500 ⁰⁰
Less Deductive Alternate 1	\$ 17,900 ⁰⁰
Less Deductive Alternate 2	\$ 14,300 ⁰⁰
Revised Bid 2	\$ 102,300 ⁰⁰

The Base Bid includes all bid items for a complete project as described in the invitation to Bid and the Bid Item Descriptions. Depending on City's funding availability, the City may choose to award the Project with one or both Deductive Alternates. Detailed descriptions of each bid item are presented below.

BID ITEM DESCRIPTIONS

Item	Description	Item Description/Method of Payment
1	Mobilization and Demobilization	Mobilization/demobilization shall consist of research/review, and all preparatory Work and operations. Mobilization includes protection of existing utilities and vegetation, all materials testing, all site survey, erosion control, and coordination with Public Works Staff. Site protection and security is included in this item. Professionally developed and stamped drawings adequate to secure all necessary permits and City approval are included in this item. As noted, no cost will be associated with City permits; however, Contractor is responsible for developing adequate drawings, calculations and other necessary documentation to secure all permits. The amounts allowed for in the partial payment to be made under the contract will be made as follows: a. Thirty percent (30%) of the schedule unit price will be paid upon submittal of the Beck Park drawings to the City for review. b. Up to seventy percent (70%) of the schedule unit price will be paid upon City approval and Building Permit issuance. c. Up to ninety percent (90%) of the schedule unit price will be paid over the remaining Payment Applications once construction has started.

Item	Description	Item Description/Method of Payment
		d. Upon completion of all Work on the project and final acceptance, the remaining 10% will be paid. Total contract amount is defined as the original total of all bid items awarded, which may include one or two deductive alternates. Pay unit is LUMP SUM.
2	Architectural	Provide and install toilet stall partitions, toilet paper dispensers, mirrors, and grab bars to meet ADA requirements for both Men's and Women's Restrooms as described in the Invitation to Bid and on the Drawings. Modify building entrances to meet ADA width requirements, including new ADA doors and hardware, painting, sealant, signs, and all other items to create a complete project. Pay unit is LUMP SUM.
3	Mechanical	Provide and install all ADA compliant hand dryers and all other mechanical items as described in the Invitation to Bid and on the Drawings. Pay unit is LUMP SUM.
4	Plumbing	Provide and install all sinks, toilets and urinals, and modify existing plumbing including all associated piping, fittings, anchors, brackets, and fasteners, floor drains, vents, traps, trap primer, and vacuum breakers as required to accommodate the revised layout and location of new toilets, urinals and sinks to accommodate ADA requirements. Confirm existing backflow prevention system is adequate. Pay unit is LUMP SUM.
5	Electrical	Provide and install all electrical equipment including but not limited to LED lights for indoor and outdoor lighting fixtures as well as conduit, wiring, fasteners, and all other materials and equipment necessary to provide power to the new hand dryers. Pay unit is LUMP SUM.
6	Civil	Work includes but is not limited to demolition and removal of existing sidewalk, new base preparation and grading and placement of new 6-ft wide concrete sidewalk around the Beck Park Restroom. Item includes saw cutting, removal, and disposal of existing concrete; excavation and removal of existing soil; subgrade preparation; importing 4-inches of ¾" minus base aggregates; compaction; compaction testing, concrete construction joints, control joints (score lines), and finishing; and all other items and testing necessary to make a complete project. All Pay unit is LUMP SUM.
7	Roof	Work includes demolition of existing roof, materials and installation of new metal roof including all fasteners and other associated materials necessary to install the roof complete. All Pay unit is LUMP SUM.
All materials and work shall the most current version of the Idaho Standards for Public Works Construction (ISPMC) and the City of Ontario Supplementals. All Testing and Permit inspections are incidental to the bid items listed above.		

3. SUBSTANTIAL AND FINAL COMPLETION

Bidder agrees that the Construction portion of the contract will be substantially complete within 60 calendar days from the start date listed on the Notice to Proceed and the date of Final Completion is 75 calendar days from the start date listed on the Notice to Proceed. The Contractor shall complete the drawing development portion of the project within thirty days of the Notice of Award.

4. LIQUIDATED DAMAGES

Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the times (substantially completed and completed for final payment) as specified in the Agreement.

BID PROPOSAL

(Note to Bidder: Use typewriter or black ink for completing this Bid Form)

To: City of Ontario, Oregon
Address: 1551 NW 9th Street, Ontario, OR 97914
Project Identification: Beck Park Restroom 2022

- 1.1 The undersigned Bidder proposed and agrees, if this Bid is accepted, to enter into an agreement with Owner in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract documents for the Bid Price and within the Bid Times indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.
- 1.2 Bidder accepts all of the terms and conditions of the Invitation to Bid and Instructions to Bidder, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for sixty (60) days after the day of Bid opening. Bidder will sign and deliver the required number of counterparts of the Agreement with the Bonds and other documents required by the Bidding Requirements within fifteen (15) days after the date of Owner's Notice of Award.
- 1.3 In submitting this Bid, Bidder represents, as more fully set forth in the Agreement, that:
- 1.3.1 Bidder has examined and carefully studied the Bidding Documents and the following Addenda receipt of all which is hereby acknowledged:

Addendum Number	Addendum Date
<u>None</u>	

- 1.3.2 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, performance and furnishing of the Work.
- 1.3.3 Bidder is familiar with and is satisfied as to all federal, state and local laws and regulations that may affect cost, progress, performance and furnishing of the Work.
- 1.3.4 Bidder has carefully studied all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site. Bidder acknowledges that such reports and drawings are not Contract Documents and may not be complete for Bidder's purposes. Bidder acknowledges that Owner and Engineer do not assume responsibility for the accuracy of completeness of information and data shown or indicated in the Bidding Documents with respect to Underground Facilities at or contiguous to the site. Bidder has obtained and carefully studied (or assumes responsibility for having done so) all such additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by Bidder and safety precautions and programs incident thereto. Bidder does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the determination of this Bid for performance and furnishing of the Work in accordance with the time, price and other terms and conditions of the Contract Documents.
- 1.3.5 Bidder is aware of the general nature of Work to be performed by Owner and others at the site that relates to Work for which this Bid is submitted as indicated in the Contract Documents.

- 1.3.6 Bidder has correlated the information known to Bidder, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.
- 1.3.7 Bidder has given Engineer written notice of all conflicts, errors, ambiguities or discrepancies that Bidder has discovered in the Contract Documents and the written resolution thereof by Engineer is acceptable to Bidder, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work for which this Bid is submitted.
- 1.3.8 This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules or any group, associations, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any person, firm or corporation to refrain from bidding; and Bidder has not sought by collusion for itself any advantage over any other Bidder or over Owner.

1. BID ITEMIZATION

Except as modified within these Contract Documents, the various Work items called for in the Bid Proposal shall be performed, measured, and paid for as indicated on the Bid Proposal and as provided in the most current edition of the IDAHO STANDARDS FOR PUBLIC WORKS CONSTRUCTION (ISPWC), as amended including all supplements and revisions, and the 2008 (Revised July 2011) City of Ontario Supplemental to the ISPWC.

BASE BID

Bid Item	Description	Unit	Amount	Unit Price	Extended Total Amount
1	Mobilization/Demobilization	LS	1		15,800 ⁰⁰
2	Electrical	LS	1		3,677 ⁰⁰
3	Architectural	LS	1		58,462 ⁰⁰
4	Mechanical	LS	1		20 00 ⁰⁰
5	Plumbing	LS	1		30,161 ⁰⁰
6	Site Work - Concrete Sidewalk around RR	LS	1		13,100 ⁰⁰
7	Metal Roof	LS	1		10,300 ⁰⁰
TOTAL BID AMOUNT					134,500 ⁰⁰

TOTAL BASE BID AMOUNT \$ One hundred thirty four thousand five hundred dollars
(Amount written out in words)

DEDUCTIVE ALTERNATE 1

Bid Item	Description	Unit	Amount	Unit Price	Extended Total Amount
1A	Mobilization/Demobilization	LS	1		4800 ⁰⁰
6	Site Work - Concrete Sidewalk around RR	LS	1		13100 ⁰⁰
TOTAL BID AMOUNT					17900 ⁰⁰

TOTAL BASE BID AMOUNT \$ Seventeen thousand nine hundred dollars
(Amount written out in words)

5. SURETY

If Bidder is awarded a construction contract from this Bid, the surety who provides the Performance and Payment Bond(s) shall be:

Payne West Insurance, Inc.

whose address is

960 Broadway Ave. Boise Id 83706
Street City State Zip

6. LICENSE

In compliance with ORS 671.530, no bid for a construction contract shall be received or considered by the public contracting agency unless the Bidder (Contractor & Subcontractors) is registered with the Construction Contractor's Board.

Bidders License No. 1581

Bidders Tax Identification No. 93-0593618

State of Incorporation, (if applicable) Oregon

7. BIDDER

If Bidder is:

An Individual

By _____
Print name (Signature)

Doing business as _____

(Seal)

Business address _____

Telephone no. _____

A Partnership

By _____
(Firm Name)

Signature of general partner _____

(Seal)

Business address _____

Telephone no. _____

A Corporation

By Holcomb Construction Inc.
(Corporation Name)

Oregon
(State of Corporation)

(Corporate Seal)

By Scott Holcomb
(Signature of Person Authorized to sign)

Title Secretary

Attest Scott Holcomb
(Secretary)

Business address 407 South 4th Street Nyssa Or 97913

Telephone no. 541-823-2995

Date of qualification to do business 9/14/1971

A Joint Venture

By _____
Print name (Signature)

(Seal) Business address _____
Telephone no. _____
By _____
Print name (Signature)

(Seal) Business address _____
Telephone no. _____
Telephone number and address for receipt of official communications:

(Each joint venture 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).

Submitted on _____, 2022



OREGON BUSINESS REGISTRATION
BECK PARK RESTROOM 2022
CITY OF ONTARIO, OREGON

City of Ontario, Oregon
JACOBS
Public Works Department
Engineering Division
1551 NW 9th Street
Ontario, Oregon, 97914

To transact business in the State of Oregon, a Bidder must be registered with the State of Oregon Corporations Division. Please indicate your business' current registration type:

- ☒ Corporate registration
☐ Assumed business name registration

Signed: Scott Holcomb

Date: 4/4/22

RESIDENT BIDDER STATEMENT
BECK PARK RESTROOM 2022
CITY OF ONTARIO, OREGON

City of Ontario, Oregon
JACOBS
Public Works Department
Engineering Division
1551 NW 9th Street
Ontario, Oregon, 97914

The Bidder submitting this bid shall indicate below if the bidder is a resident or nonresident bidder as defined by ORS 279.029. A resident bidder is defined as a bidder that has paid unemployment taxes or income taxes in Oregon during the 12 calendar months immediately preceding submission of this bid and has a business address in Oregon.

☒ Resident bidder

☐ Nonresident bidder

Signed: Scott Holcomb

Date: 4/4/22

STATEMENT OF COMPLIANCE WITH ORS 279.350
BECK PARK RESTROOM 2022
CITY OF ONTARIO, OREGON

City of Ontario, Oregon
JACOBS
Public Works Department
Engineering Division
1551 NW 9th Street
Ontario, Oregon, 97914

Holcomb Construction Inc. (name of contractor) acknowledges that provisions of ORS 279.350 (Prevailing Wage Rates) are to be complied with as set forth in Chapter 279 of the Oregon Revised Statutes.

1. Workers shall be paid prevailing wage rates.
2. The prevailing wage rate fee shall be paid to the Oregon Bureau of Labor and Industries (BOLI).
3. If the Contractor fails to pay for labor or services, the Owner can withhold these amounts from payments due the Contractor.
4. Daily/weekly/holiday/weekend overtime shall be paid.

Signed: Scott Holcomb

Date: 4/4/22

EMPLOYEE DRUG TESTING PROGRAM STATEMENT
BECK PARK RESTROOM 2022
CITY OF ONTARIO, OREGON

City of Ontario, Oregon
JACOBS
Public Works Department
Engineering Division
1551 NW 9th Street
Ontario, Oregon, 97914

Holcomb Construction Inc (name of contractor) acknowledges that pursuant to ORS 279.312 Section 2, CONTRACTOR has an employee drug testing program in place.

Signed: Scott Holcomb

Date: 4/4/22

FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM
(OAR 137-040-0017)

PROJECT NAME: Beck Park Restroom 2022

BID NUMBER: 03-2022-01

BID CLOSING DATE: Tuesday April 5 2022

TIME: 2 p.m. Mountain Time

This form shall be submitted at the location specified in the Advertisement/Invitation to Bid within 2 Working hours after the advertised Bid closing time on the advertised bid closing date.

List below the name of each Subcontractor that will be furnishing labor or materials and that is required to be disclosed, the category of Work that the Subcontractor will be performing, and the dollar value of the subcontract. Enter "NONE" if there are no Subcontractors that need to be disclosed. (Attach additional sheets if needed.)

NAME	DOLLAR VALUE	WORK CATEGORY
1 Hata Electric	\$ 3,677 ⁰⁰	electrical
2 Intermountain Plumbing	\$ 30,161 ⁰⁰	plumbing
3 Paint Pro	\$ 9,950 ⁰⁰	Painting
4	\$	
5	\$	
6	\$	
7	\$	
8	\$	

Failure to submit this form by the disclosure deadline will result in a non-responsive Bid. A non-responsive Bid will not be considered for award.

FORM SUBMITTED BY (BIDDER NAME): Holcomb Construction Inc

CONTACT NAME: Scott Holcomb

TELEPHONE NO.: 541-823-2995

SECTION 2

BUREAU OF LABOR AND INDUSTRIES

WAGE RATES

Bureau of Labor and Industries

Prevailing Wage Rate Laws

A Handbook for Public Agencies, Contractors and Subcontractors in Oregon



2022 Edition

Wage and Hour Division
Bureau of Labor and Industries
Val Hoyle, Commissioner

BUREAU OF LABOR AND INDUSTRIES OFFICES

Prevailing Wage Rate Unit

800 NE Oregon Street, No.1045
Portland, OR 97232-2180
(971) 673-0838
Oregon State Relay 711

Regional Offices (no PWR staff)

Bend

Work Source Bend 1645
NE Forbes Road, No. 106
Bend, OR 97701
(541) 322-2435

Medford

119 North Oakdale Avenue
Medford, OR 97501
(541) 776-6201

Eugene

1400 Executive Parkway, No. 200
Eugene, OR 97401
(541) 686-7623

Salem

3865 Wolverine Street
NE Building E, Suite 1
Salem, OR 97305
(503) 378-3292

BOLI Website:

www.oregon.gov/boli

SECTION 3

CONTRACT FORMS

AGREEMENT

THIS AGREEMENT is by and between _____

(Owner) and _____

_____. (Contractor).

Owner and Contractor, in consideration of the mutual covenants set forth herein, agree as follows:

WORK

Contractor shall complete the Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

This remodel will consist of converting existing Men's and Women's restrooms into ADA complaint Men's and Women's restrooms with vandal-proof stainless-steel toilets and sinks and other fixtures. New Men's restroom will consist of one urinal, one commode with partitioned walls to create individual stalls with lockable doors, one stainless-steel sink, mirror, one electric hand drying unit, grab bars, and one toilet paper dispenser. New Women's restroom will consist of two commodes with partitioned walls to create individual stalls with lockable doors, one stainless-steel sink, and mirror, one electric hand drying unit, grab bars, and two toilet paper dispensers. Current restrooms have different commode and sink configuration; plumbing adjustments will be required.

1. Lavatory- Update commodes, urinals, sinks, toilet paper dispenser, mirrors, grab bars, and hand dryers to meet ADA requirements. Install vandal proof stall dividers (to just above floor). Install grab bars in compliance with ADA specifications.
2. Electrical- Upgrade interior and exterior lighting to LED lights and for hand dryer.
3. Plumbing- Upgrade plumbing to accommodate new stainless-steel toilets and sinks. Confirm backflow prevention system is adequate to accommodate improved system.
4. Doors- Widen existing doorframe to accommodate ADA compliant door opening.
5. Design Professional Layout- Items 1 – 4 will require development of layout drawing(s) showing proposed modifications. Layout(s) shall include dimensions showing proof of ADA compliance, be stamped by an Oregon licensed professional and be sufficient to achieve permit approval. Layout(s) must be approved by City Engineer and Public Works prior to submittal to Building Inspector for permit and prior to construction.
6. Painting- Patch and paint interior and exterior of restrooms with weatherproof paint.
7. Carpentry- Make repairs to or replace the existing venting above the doors and widen the main entrance door openings to accommodate ADA opening.
8. Signage- Install exterior signage for Men's and Woman's and ADA restrooms.
9. Flooring- Patch plumbing modification trenches and smooth any misaligned/uneven portions of concrete floor.
10. Concrete- Pour new ADA compliant 5-foot wide sidewalk from parking area to restrooms and all the way around the existing building (approximately 225 linear feet).
11. Roofing- Replace existing cedar shingle roofing with metal roofing.
12. Deductive Alternates- Items 11 and 12 are deductive alternates and could be removed from the project if funding is not adequate.

ENGINEER

The Project has been designed by Jacobs (Engineer), who is to act as Owner's representative, assume duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

CONTRACT TIMES

Time of the Essence: Time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

Dates for Substantial Completion and Final Payment: The Work shall be substantially completed on or before the dates provided in the table below and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions as shown in the Table below.

Project Element	Substantial Completion and Final Completion Dates
Beck Park Restroom Drawing Development	Drawing development shall be achieved within thirty days of Notice of Award. Notice to Proceed shall be given once Drawing Development is complete.
Beck Park Restroom Construction	Substantial Completion for construction must be achieved within 60 days after Notice to Proceed (given once drawings have been approved). Final Completion must be achieved within 15 days after Substantial Completion.

Liquidated Damages: Contractor and Owner recognize that time is of the essence for this Agreement and that Owner will suffer financial loss if the Work is not completed within the times specified in Contract Times above, plus any extensions thereof allowed in accordance with the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner Liquidated Damages as shown in the table below for each day that expires after the time specified herein for each day that expires after the time specified herein for Substantial and Final Completion until the Work is complete.

Project Element	Liquidated Damages
Beck Park Restroom	Substantial Completion – \$100/day Final Completion – \$100/day

CONTRACT PRICE

Owner will pay Contractor for completion of the Work in accordance with the conformed Bid, which is included as an exhibit to this Agreement.

PAYMENT PROCEDURES

Submittal and Processing of Payments: Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

Progress Payments and Retainage: Owner will make progress payments on account of the Contract Price on the basis of Contractor's Application for Payment on the date of each month as established in the preconstruction conference during performance of the Work as provided herein. All such payments will be measured as defined in the Bid Form. Prior to Final Completion, a 5 percent retainage will be held from progress payments, as well as the aggregate of payments previously made and less such amounts as Engineer may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with Article 14 of the General Conditions.

Final Payment: Upon final completion and acceptance of the Work in accordance with Paragraph 14.07 of the General Conditions, Owner will pay the full retainage and the remainder of the Contract Price as recommended by Engineer.

INTEREST

Monies not paid when due as provided in Article 14 of the General Conditions shall bear interest at the rate of 1/2 percent per annum.

CONTRACTOR'S REPRESENTATIONS

In order to induce Owner to enter into this Agreement, Contractor makes the following representations:

- Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
- Contractor 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.
- Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
- Contractor has carefully studied: (1) 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) if any, which have been identified in the Supplementary Conditions
- Contractor has considered the information known to Contractor; information commonly known to Contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and Site-related reports and drawings identified in the Contract 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 Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents; and 3) Contractor's safety precautions and programs.
- Based on the information and observations referred to above, Contractor does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- Contractor 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 Contract Documents. Contractor has given Engineer written notice of conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- The Contract Documents are generally sufficient to indicate and convey understanding of terms and conditions for performance and furnishing of the Work.

CONTRACT DOCUMENTS

Contents: The Contract Documents that are attached to this Agreement (except as expressly noted otherwise) consist of the following:

- This Agreement
- Performance bond
- Payment bond
- General Conditions as included in the Idaho Standards for Public Works Construction (most current edition)
- Supplementary Conditions (pages ____ to ____, inclusive)
- Specifications as included in the Idaho Standards for Public Works Construction (most current edition) and as listed in the table of contents of the Project Manual
- Drawings consisting of sheets with each sheet bearing the following general title: "Beck Park Restroom, Ontario, Oregon"
- Addenda (numbers ____ to ____, inclusive)
- Exhibits to this Agreement (enumerated as follows)

— Contractor's Bid

— If applicable, documentation submitted by Contractor prior to Notice of Award

The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:

- Notice to Proceed
- Work Change Directives
- Change Order(s)

There are no Contract Documents other than those listed above in this Article. The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 11.01 of the General Conditions.

MISCELLANEOUS

Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions:

- **Successors and Assigns:** Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.
- **Severability:** Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- **Assignment of Contract:** No assignment by a party hereto of any rights under or interests in the Contract shall be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, monies that may become due and monies that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment shall release or discharge the assignor from any duty or responsibility under the Contract Documents.
- **Contractor's Certifications:** Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this paragraph:
 - "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 or in Contract execution;
 - "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract Price at artificial noncompetitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - "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
 - "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.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement in triplicate. One counterpart each has been delivered to Owner, Contractor, and Engineer. All portions of the Contract Documents have been signed or identified by Owner and Contractor or on their behalf.

This Agreement will be effective on _____, 20__ (which is the Effective Date of the Agreement).

Owner: _____ Address for giving notices:

By: _____

Title: _____ (If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach

[CORPORATE SEAL]

evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

Attest: _____

Address for giving notices: _____

Title: _____

CONTRACTOR: _____

By: _____

Title: _____

License no.: _____

(where applicable)

[CORPORATE SEAL]

Agent for service or process: _____

Attest: _____

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Title: _____

END OF SECTION

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we, _____
(the official name, form of organization,

_____ and address of the Contractor and, of partnership, name of partners)

as Principal, and _____
(the name and address of the Surety)

a corporation, duly authorized to do business in the State of Oregon as Surety, are jointly and severally held and bound unto the City of Ontario, 444 SW 4th Street, Ontario, OR 97914, as Obligee, hereinafter called the Owner, in the sum of _____ dollars

(the contract price, both in words and figures)

(\$ _____) for the payment of which we jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns, firmly be these presents.

THE CONDITION OF THIS BOND IS SUCH THAT

WHEREAS _____, I the Principal herein, on the _____ day of _____, 2022, entered into a contract with the City of Ontario, Oregon for the **BECK PARK RESTROOM 2022** in accordance with the drawings and specifications issued for said project, which contract is by reference made part hereof and is hereinafter referred to as the Contract, whereby said Principal undertakes to do all labor, furnish all plant and equipment, and furnish all material in accordance with the terms and conditions set forth in said Contract Documents; and promptly to make payment for all labor, services, and material and pay sums due the State of Oregon; and to save harmless the Obligee from any claims for damages or injury to property or persons arising by reason of said Work, as set out more fully in said Contract Documents; and to do and perform all things in said Contract Documents required, in the time and manner and under the terms and conditions therein set forth; and in conformity with all laws, local, state, and national, applicable thereto.

NOW, THEREFORE, if said Principal herein shall promptly pay all persons furnishing labor, services, material or insurance to said Principal, or to his/her subContractors, or to their assigns, on or about said Work; and shall save harmless the Obligee, its officers and agents, from all claims therefore, or from any claim for damages or injury to property or persons arising by reason of said Work; and shall in the time and manner, and under the terms and conditions prescribed, well and faithfully do, perform, and furnish all matters and things as by them in said Contract undertaken, and as by law, local, state, and national prescribed, then this obligation shall be void, but otherwise it shall remain in full force and effect.

PROVIDED, HOWEVER, that this Bond is subject to the following further conditions:

- a) All material men and persons who shall supply such laborers, mechanics or subContractors with materials, supplies, or provisions for carrying on such Work, shall have a direct right of action against the Principal and Surety on this Bond, second only to the right of the Obligee under this Bond, which right of action shall be asserted in proceedings instituted in the appropriate court of the State of Oregon, and insofar as permitted by the law of Oregon, such right of action shall be asserted in a proceeding instituted in the name of the Obligee to the use and benefit of the person, firm or corporation instituting such action and of all persons, firms, or corporations having claims hereunder, and any other person, firm, or corporation having a claim hereunder shall have the right to be made a party to such proceeding (but not later than six months after the complete performance of said Contract and final settlement and judgment rendered thereon).
- b) In no event shall the Surety be liable for a greater sum than the penalty of this Bond, or subject to any suit, action, or proceeding thereon that is instituted later than the period of time allowed by the applicable State or Federal regulation after the complete performance of said Contract and final settlement thereof.
- c) Said Surety, for value received, "hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract or to the Work to be performed thereunder or the specifications accompanying the same shall in any wise affect its obligations on this Bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the Contract or to the Work or to the specifications.

IN WITNESS WHEREOF, the parties hereto have caused this Bond to be executed in _____
this _____ day of _____, 2022.

(Seal)

(Principal)

By _____

Title _____

Attest: _____

(Seal)

(Surety)

By _____

(Attorney-In-Fact)

Countersigned: _____

(Resident Agent)

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENT: That we _____
(Name of Contractor)

a _____ hereinafter called "Principal" and
(Corporation, Partnership or Individual)

_____ of _____ Duly authorized to do
(Surety)

business in the State of Oregon as surety hereinafter called the "Surety", are held and firmly bound unto the City of Ontario, 444 SW 4th Street, Ontario, OR 97914 as Obligee, hereinafter called the Owner, in the amount of

_____ dollars (\$ _____)
(Basic Contract Price)

in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors and assigns jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that Whereas, the Principal entered into a certain contract with the City of Ontario, OR on the _____ day of _____, 2022 for **BECK PARK RESTROOM 2022** in accordance with the drawings and specifications for said project, which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the prosecution of the Work provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such Work, and all insurance premiums on said Work, and for all labor, performed in such Work whether by subcontractor or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the Work to be performed thereunder or the specifications accompanying the same shall in any wise affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the Work or to the specifications.

PROVIDED FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed this the _____ day of _____, 2022.

(Principal)

(Seal)

By _____

Title _____

Attest: _____
(Witness As to Principal)

(Address)

(Seal)

(Surety)

By _____
(Attorney-In-Fact)

Attest: _____
(Witness As to Surety)

(Address)

NOTICE TO PROCEED

Date: _____, 2022

To: _____
(Contractor)

Project: Beck Park Restroom 2022
Owner: City of Ontario, Oregon

You are notified that the Contract Time under the above-contract will begin on _____, 2022.

By that date, you are to start performing the Work and your other obligations under the Contract Documents. The dates of Drawing Development, thirty (30) days, and Substantial Completion and Final Completion are set forth in the Agreement; they are thirty (30) days after Notice of Award, and sixty (60) days and seventy-five (75) days, respectively, from date of this Notice to Proceed, which is _____, 2022.

Work at the site must be started by _____, 2022, as indicated in the Contract Documents.

By: _____
(Authorized Signature)

Date: _____

Title: _____ Public Works Director

SECTION 4

CONDITIONS OF THE CONTRACT

SUPPLEMENTARY CONDITIONS

These Supplementary Conditions amend or supplement the Idaho Standards for Public Works Construction (ISPMC) Division 100 Standard General Conditions of the Construction Contract and other provisions of the Contract Documents as indicated below. All provisions which are not so amended or supplemented remain in full force and effect.

The terms used in these Supplementary Conditions will have the meanings indicated in the ISPMC. Additional terms used in these Supplementary Conditions have the meanings indicated below, which are applicable to both the singular and plural thereof.

SC-5.03.B. Add the following new paragraph immediately following Paragraph 5.03.B:

5.03.B.1 Include as additional insured, as provided in paragraph 5.04.B.1. of the General Conditions, the following parties or entities:

City of Ontario, Oregon, 444 SW 4th Street, Ontario, Oregon, 97914
Jacobs, 999 W. Main Street, Boise, ID 83702

SC-5.04.A.6 Add the following new paragraph immediately following Paragraph 5.04.A.6:

5.04.A.7. The Contractor shall maintain Workers Compensation including:

5.04.A.7.1 State Statutory.

5.04.A.7.2 Employer's Liability at

Bodily Injury, Each Accident	\$1,000,000
Bodily Injury by Disease, Each Employee	\$1,000,000
Bodily Injury/Disease Aggregate	\$2,000,000

5.04.A.7.3 General Liability

General Aggregate	\$2,000,000
Products – Completed Operations, Aggregate	\$1,000,000
Personal & Advertising Injury	\$1,000,000
Each Occurrence (Bodily & Property Injury)	\$1,000,000

5.04.A.7.4 Automobile (Bodily & Property Injury)

Each Person	\$1,000,000
Each Accident	\$1,000,000

5.04.A.7.5 Excess or Umbrella Liability

General Aggregate	\$3,000,000
Each Occurrence	\$3,000,000

5.04.A.7.6 Insurance requirements shall be in force covering all Work performed by the Contractor and his/her agents, including all warranty Work.

SC-16 Add the following new paragraph immediately after paragraph 16.01:

SC-16.02 Mediation

16.02.1 If a dispute arises out of or relates to this contract or the breach thereof and if the dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its Commercial Mediation Rules before resorting to arbitration, litigation, or some other dispute-resolution procedure.

Such agreement shall be in writing, and duly signed by the parties. "Parties," as used here, shall include all lenders, funding agencies, and insurance carriers interested in or connected with the Work.

SPECIAL PROVISIONS

A. GENERAL

1. Construction specifications shall be in accordance with the most current edition of the Idaho Standards for Public Works Construction (ISPWC), as amended including all supplements and revisions, including the 2008 (Revised July 2011) City of Ontario Supplemental Standards. All equipment and materials shall be constructed in accordance with manufacturers' recommendations.
2. No mapping for underground utilities are shown; Public Works staff can be available to mark water and sewer services. The Contractor shall determine the exact location of all existing utilities before commencing Work. Contractor agrees to be fully responsible for any and all damages which might be occasioned by his/her failure to exactly locate and preserve any and all underground utilities. Contractor shall call Oregon Utility Notification Center (811) three (3) Working days prior to the start of construction.
3. Contractor shall provide drawings for each permit/discipline stamped by an Oregon professional in the field. City Engineer will review the drawings and provide comments. Once comments have been adequately addressed, the drawings can be submitted for permits. No construction work can commence until permits are acquired.
4. No construction shall begin until a pre-construction meeting and walk-through is held and a schedule for construction is presented by the Contractor.
5. The Contractor shall reimburse the City for all expenses incurred for paying the ENGINEER or inspectors for any time in excess of 40 hours per week. The Contractor shall notify the City by Noon on Thursday if weekend Work is planned.
6. We strongly suggest that the Contractor photograph all City property before starting construction for reference of the condition to which the City property must be restored.
7. Contractor shall properly secure the construction area from the public at all times during construction and shall coordinate delivery of materials into the construction area with the City. The Contractor can work with the Public Works staff if a secured yard for stored materials is needed.
8. Payment for lump sum price shall be based on the % completion of Work for each item described on the Bid Schedule, as submitted by the Contractor, and approved by the City.
9. All testing shall be by an independent certified laboratory hired and paid by the Contractor. All test results shall be copied directly to the City.
10. A clean and readable copy of as-builts shall be provided to the City for preparation of record drawings. Final payment will not be made until these drawings are submitted and approved by the City. All sewer and water service lines shall be located on record drawings by Northing and Easting coordinates.
11. The City shall be informed 48 hours prior to inspections and testing. Failure to inform City of testing is grounds for a requirement to retest. All re-test costs shall be paid by the Contractor.

- 16.02.2 Notice of the request for Mediation shall be filed in writing with OWNER and the American Arbitration Association, and a copy shall be filed with PROJECT ENGINEER. Request for Mediation shall in no event be made on any claim, dispute, or other matter in question which would be barred by the applicable statute of limitations.
- 16.02.3 CONTRACTOR will carry on the Work and maintain the progress schedule during any Mediation proceeding, unless otherwise mutually agreed in writing.



**AGENDA REPORT
NEW BUSINESS
April 12, 2022**

To: Mayor and City Council
FROM: Kari Ott, Finance Director
THROUGH: Adam J. Brown, City Manager
SUBJECT: **RESOLUTION #2022-108: GASB 54**
DATE: April 6, 2022

PROPOSED MOTION:

I MOVE THE CITY COUNCIL APPROVE RESOLUTION #2022-108, A RESOLUTION ESTABLISHING POLICIES RELATING TO ENDING FUND BALANCES OF 2021-2022.

SUMMARY:

Attached is the following document:

Resolution #2022-108: A Resolution Establishing Policies Related to Ending Fund Balances of 2021-2022.

BACKGROUND:

Government Accounting Standards Board (GASB) No. 54 was adopted by the city during the fiscal year ended June 30, 2011. The City Council is required to formally establish spending policies for ending fund balances annually by formal resolution.

CURRENT SITUATION:

The city needs to commit the 2021-2022 ending fund balances in the Revolving Loan Fund, Capital Project Fund, Trust Fund, and Reserve Fund for use in the 2022-2023 fiscal year. All commitments of ending fund balance are required to be approved on or before the end of the fiscal year.

ANALYSIS:

- A. **STRATEGIC PLAN** No strategic plan impact.
- B. **FINANCIAL** No financial impact.
- C. **TIMING** The resolution is required to be approved on or before June 30, 2022.
- D. **POLICY/LEGAL** The resolution is required to be approved on or before June 30, 2022, and Council action is required to adopt a resolution.

ALTERNATIVES:

A. Take No Action-The Council could take no action on this matter; this would cause a finding in the audit.

RECOMMENDATION:

Staff recommends the City Council approve Resolution #2022-108.

ATTACHMENTS:

1. RES_CC_Resolution #2022-108 GASB 54_4 2022



RESOLUTION 2022-108

A RESOLUTION ESTABLISHING POLICIES RELATED TO ENDING FUND BALANCES FOR 2021-2022

WHEREAS, The City of Ontario promotes accounting practices in compliance with the Governmental Accounting Standards Board (GASB); and

WHEREAS, The City Council desires to establish fund balance policies to comply with GASB Pronouncement No. 54.

NOW THEREFORE, BE IT HEREBY RESOLVED by the Ontario City Council to approve the following policies as it relates to ending fund balances for 2021-2022 pursuant to GASB 54:

Authority

The Ontario City Council reserves the authority to establish and modify commitments of ending fund balance.

Commitments

In compliance with GASB 54, the Ontario City Council hereby makes the following commitments of 2021-2022 ending fund balance for specific uses in 2022-2023:

Special Revenue Funds

1. The unrestricted ending fund balance of the Trust Fund is committed to use for activities related to the specific department priorities as established by those who provided the monies held in trust.
2. The ending fund balance of the Revolving Loan Fund is committed to use for activities related to the specific activities defined by Council Resolution governing the revolving loan fund program including housing incentives and the grant program established through the collection of interest payments on outstanding loans.
3. The unrestricted ending fund balance of the Reserve Fund is committed to use for specific projects and equipment replacement related to the specific department priorities as established by those who provided the monies.

Capital Project Funds

- 1 The unrestricted ending fund balance of the Capital Projects Fund is committed to use for capital project activities as defined by each individual department, including fees collected that are required to be spent on defined activities.

Assignments

Authority to classify portions of ending fund balance as Assigned is hereby granted to the Ontario City Council, or their designee.

Spending as it Relates to Ending Fund Balance Policy

The Ontario City Council considers the spending of the restricted classification of fund balance in the following order:

1. Restricted Uses
2. Committed Uses
3. Unrestricted Uses

EFFECTIVE DATE: Effective immediately upon passage.

PASSED AND ADOPTED by the City Council of the City of Ontario this 12th day of April, 2022, by the following vote:

AYES:

NAYES:

ABSENT:

APPROVED by the Mayor this 12th day of April, 2022.

Riley J. Hill, Mayor

ATTEST:

Tori Barnett, MMC, City Recorder



**AGENDA REPORT
NEW BUSINESS
April 12, 2022**

To: Mayor and City Council

FROM: Kari Ott, Finance Director

THROUGH: Adam J. Brown, City Manager

SUBJECT: **HOUSING INCENTIVE PROGRAM: BK CONSTRUCTION (45-2022)**

DATE: April 7, 2022

PROPOSED MOTION:

I MOVE THE CITY COUNCIL APPROVE THE APPLICATION BY BK CONSTRUCTION AT 1652 SKOOKUM DRIVE FOR THE ONTARIO HOUSING INCENTIVE PROGRAM IN THE AMOUNT OF \$10,000.

SUMMARY:

BK Construction submitted an application for \$10,000 from the Housing Incentive Program.

The property is located at 1652 Skookum Drive.

The Business Loan Committee is the reviewing and recommending authority for the City of Ontario Business Loan Fund and as such the Committee is tasked with reviewing and providing a recommendation to the City Council on all applications submitted for loan requests and Housing Incentive payments. The City Council is the final authority for approval of the applications. The City Manager, Finance Director and Community Development Director are responsible for insuring all requirements are met prior to payment of the approved application.

BACKGROUND:

The City Council, under Resolution #2018-111, updated the City of Ontario Business Loan Fund codes under Section 11a Housing Incentive Program to promote new housing development with the city limits of Ontario.

CURRENT SITUATION:

BK CONSTRUCTION INC is requesting approval of their application for the \$10,000 incentive on a new home to be located at 1652 Skookum Drive being Tax Lot 13 Harrah Heights Subdivision. The proposed dwelling will be 1522 square feet with two (2) bathrooms and three(3) car garage. The application was deemed to be complete by the Community Development Director and meeting or exceeding the minimum requirements of Section 11 of the Business Loan Fund

code and was forwarded to the Committee for their review and recommendation. The Business Loan Fund Committee recommended the loan for approval by the Council on March 23, 2022.

ANALYSIS:

- A. **STRATEGIC PLAN** The Housing Incentive Program promotes growth and desirability goals of the Ontario Strategic Plan. It specifically addresses the activities to build a variety of housing options and add fill-in housing.
- B. **FINANCIAL** If approved, the city would pay the funds from the Business Loan Fund. The \$10,000.00 would be paid back to the fund through the city portion of the property taxes collected on the property and dwelling approved under this application.
- C. **TIMING** Time is of the essence on this application as the applicant wants to pull a building permit and start construction as soon as they receive their approval.
- D. **POLICY/LEGAL** The Business Loan Fund Committee makes recommendations to the City Council. If the City Council approves the action, the City Manager will have the Agreement signed by all parties authorizing the Building Department to issue a permit under this Agreement.

ALTERNATIVES:

Table the Action: The City Council could table the request and request further information from the Applicant.

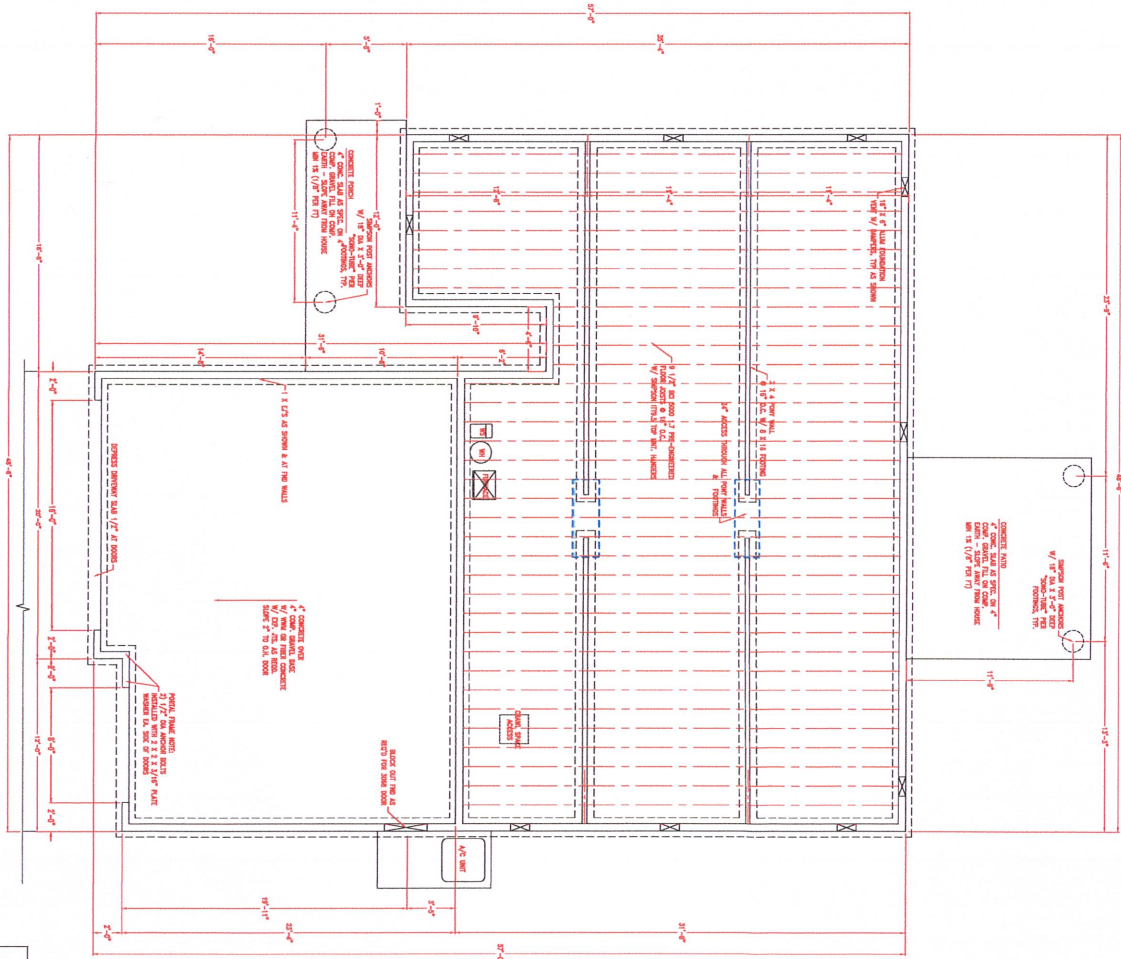
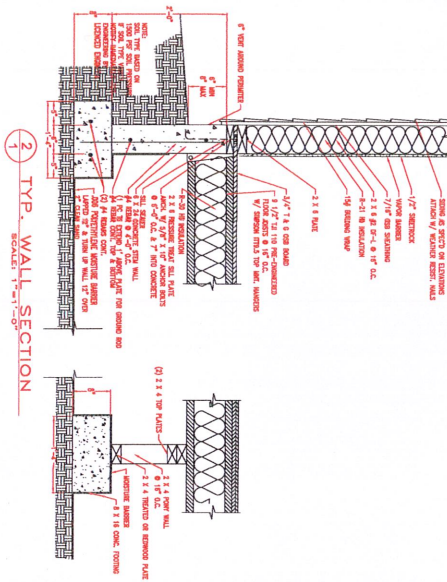
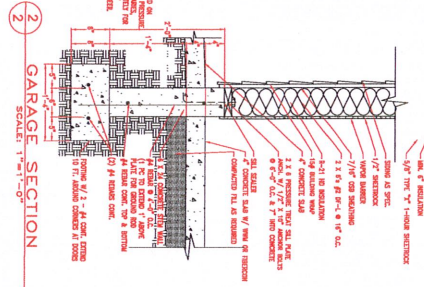
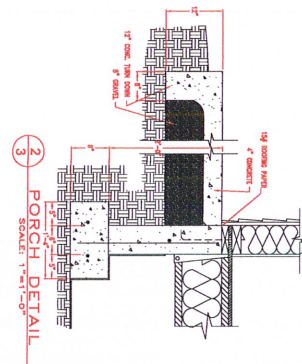
Deny the Action: The \$10,000 payment would not be made.

RECOMMENDATION:

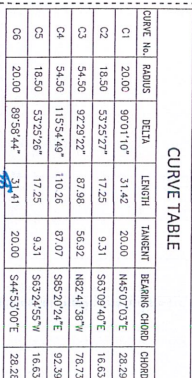
Staff has reviewed the application for completeness and find it meeting or exceeding the minimum requirements. The Business Loan Fund Committee sent a favorable recommendation to the City Council. Therefore, staff recommends that the City Council approve the Application by BK Construction in the amount of \$10,000.00.

ATTACHMENTS:

1. Incentive Application 45-2022_BK Construction



R1 PARTITION PLAT No. 19-12, FOR CHELSEY & ANDREA WARRINGTON BY ATLAS LAND SURVEYING, FILED UNDER COUNTY SURVEY No. 18-47-0090.
R2 RECORD OF SURVEY, FOR MALHEUR COUNTY OREGON BY SKINNER & ASSOCIATES, Inc., FILED UNDER COUNTY SURVEY No. 18-47-0074.



**REGISTERED
PROFESSIONAL
LAND SURVEYOR**

**MALHEUR COUNTY
SURVEYOR**

By _____

Survey No
Dwg. No

CKS3, LLC

ENGINEERING-SURVEYING & PLANNING

ONTARIO	HERMISTON
368 SW 5TH AVE.	945 W. ORCHARD AVE.
ONTARIO, OR 97141	HERMISTON, OR 97138
PHONE (541) 889-5411	PHONE (541) 567-2244
FAX (541) 889-2074	FAX (541) 567-2205



**AGENDA REPORT
NEW BUSINESS
April 12, 2022**

To: Mayor and City Council

FROM: Kari Ott, Finance Director

THROUGH: Adam J. Brown, City Manager

SUBJECT: HOUSING INCENTIVE PROGRAM: BK CONSTRUCTION (46-2022)

DATE: April 7, 2022

PROPOSED MOTION:

I MOVE THE CITY COUNCIL APPROVE THE APPLICATION BY BK CONSTRUCTION AT 1651 SKOOKUM DRIVE FOR THE ONTARIO HOUSING INCENTIVE PROGRAM IN THE AMOUNT OF \$10,000.

SUMMARY:

BK Construction submitted an application for \$10,000 from the Housing Incentive Program.

The property is located at 1651 Skookum Drive.

The Business Loan Committee is the reviewing and recommending authority for the City of Ontario Business Loan Fund and as such the Committee is tasked with reviewing and providing a recommendation to the City Council on all applications submitted for loan requests and Housing Incentive payments. The City Council is the final authority for approval of the applications. The City Manager, Finance Director and Community Development Director are responsible for insuring all requirements are met prior to payment of the approved application.

BACKGROUND:

The City Council, under Resolution #2018-111, updated the City of Ontario Business Loan Fund codes under Section 11a Housing Incentive Program to promote new housing development with the city limits of Ontario.

CURRENT SITUATION:

BK CONSTRUCTION INC is requesting approval of their application for the \$10,000 incentive on a new home to be located at 1651 Skookum Drive being Tax Lot 9 Harrah Heights Subdivision. The proposed dwelling will be 1674 square feet with two (2) bathrooms and two (2) car garage. The application was deemed to be complete by the Community Development Director and meeting or exceeding the minimum requirements of Section 11 of the Business Loan Fund

code and was forwarded to the Committee for their review and recommendation. The Business Loan Fund Committee recommended the loan for approval by the Council on March 23, 2022.

ANALYSIS:

- A. **STRATEGIC PLAN** The Housing Incentive Program promotes growth and desirability goals of the Ontario Strategic Plan. It specifically addresses the activities to build a variety of housing options and add fill-in housing.
- B. **FINANCIAL** If approved, the city would pay the funds from the Business Loan Fund. The \$10,000.00 would be paid back to the fund through the city portion of the property taxes collected on the property and dwelling approved under this application.
- C. **TIMING** Time is of the essence on this application as the applicant wants to pull a building permit and start construction as soon as they receive their approval.
- D. **POLICY/LEGAL** The Business Loan Fund Committee makes recommendations to the City Council. If the City Council approves the action, the City Manager will have the Agreement signed by all parties authorizing the Building Department to issue a permit under this Agreement.

ALTERNATIVES:

Table the Action: The City Council could table the request and request further information from the Applicant.

Deny the Action: The \$10,000 payment would not be made.

RECOMMENDATION:

Staff has reviewed the application for completeness and find it meeting or exceeding the minimum requirements. The Business Loan Fund Committee sent a favorable recommendation to the City Council. Therefore, staff recommends that the City Council approve the Application by BK Construction in the amount of \$10,000.00.

ATTACHMENTS:

1. Incentive Application 46-2022_BK Construction



City of Ontario, Oregon Housing Incentive Program Checklist

Applicant: BK Construction Inc Date: 03/21/2022

Site Address or Tax Lot: 1664 Skookums Drive

Application Number: 1663 1651
46-2022 (City Use Only)

Application Information: (Applicant or Staff)

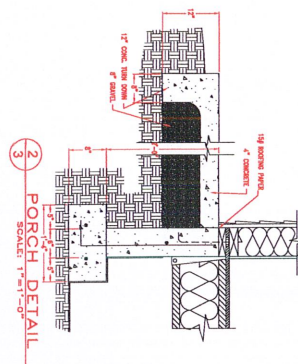
- ☒ Completed Application Signed & Dated: _____
- ☒ Documentation showing funding: Sekady
- ☒ Within City Limits
- ☐ In Urban Growth Boundary Annexation Application filed: _____
- ☒ Floor Plan or description describing minimum square footage:
 - 1. House Square footage: 1522 1674
 - 2. Number of Baths: 2
 - 3. Size of Garage: 32
- ☒ Description of Property of Home:
 - 1. Tax Lot map & Number: LOT 3 Harrah Heights BUB
 - 2. Copy of Deed: _____
 - 3. Or written description: 1664 Skookums Drive
1663 1651
- ☒ Completed W-9 Taxpayer Form.

Process Completed: (Staff Use Only below)

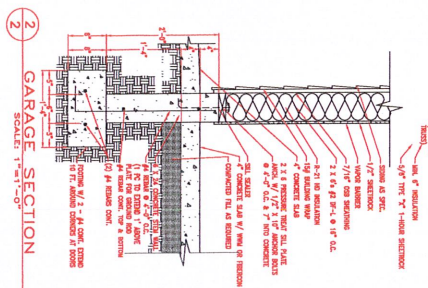
- ☐ PDAC (if Required) date Completed: _____
- ☐ Community Development Director approval date: _____
- ☐ Forwarded to Business Loan Fund Committee: _____
- ☐ BLF Committee forwards recommendation to City Manager: _____
- ☐ City Council Approval or Denial: _____
- ☐ City Manager signs application signifying Council **Approval**: _____
- ☐ Application submitted to Finance for tracking: _____
- ☐ Certificate of Occupancy issued (**within 2 yrs. of Council approval**): _____
- ☐ Proof of Owner Occupancy (**must be within 1 yr. of C of O**): _____
- ☐ Payment made to Owner: _____

Return to: Dan K Cummings, Community Development Director, 458 SW 3rd Street, Ontario, OR 97914
541-881-3222 – dan.cummings@ontariooregon.org

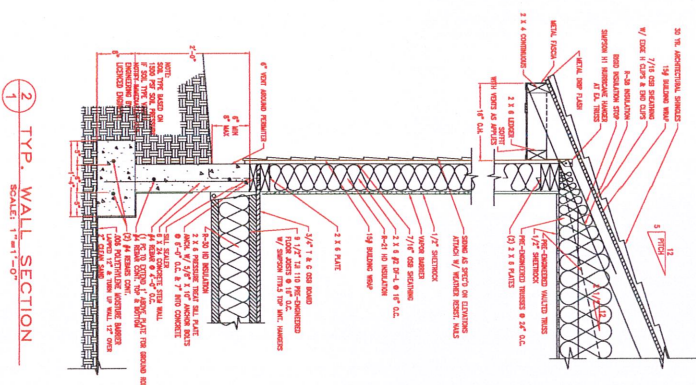
88 SAGMA
LOT 3: Sandy



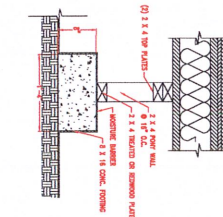
3 PORCH DETAIL
SCALE: 1"=1'-0"



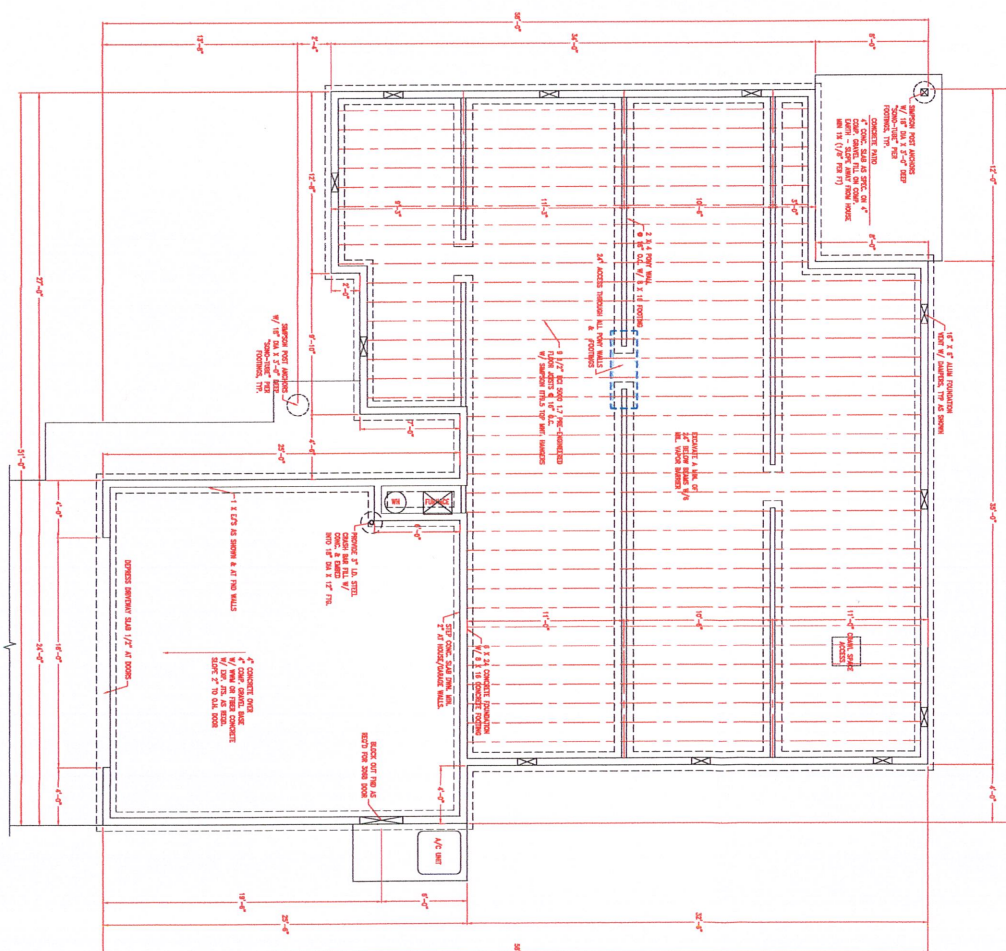
2 GARAGE SECTION
SCALE: 1"=1'-0"

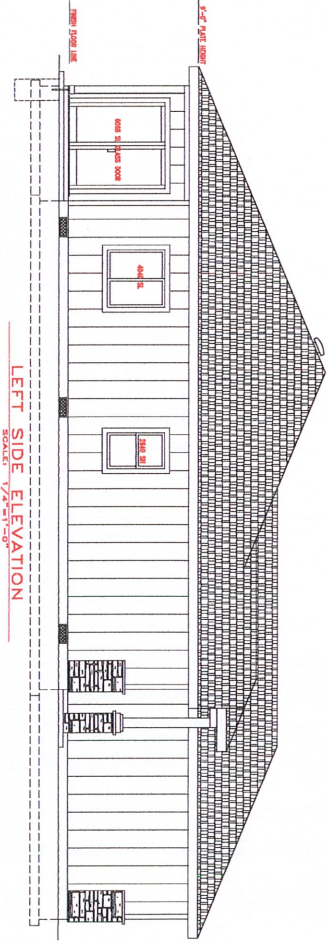
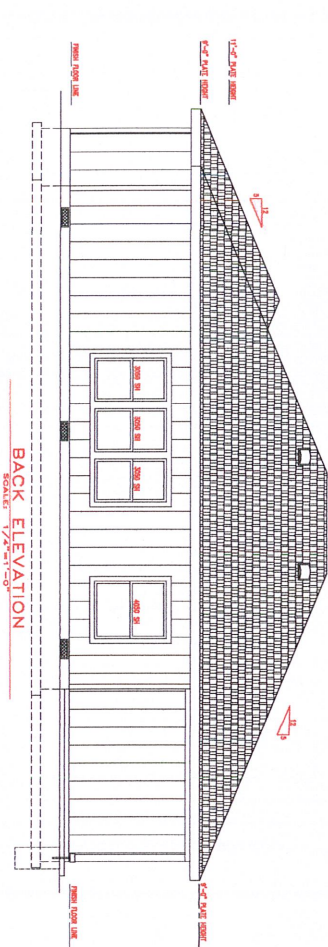
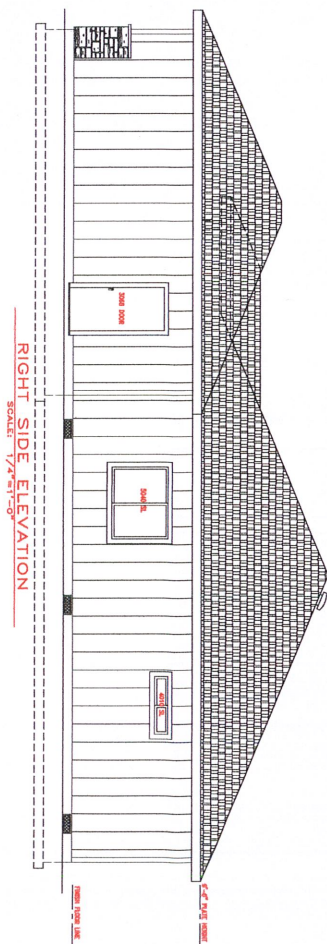
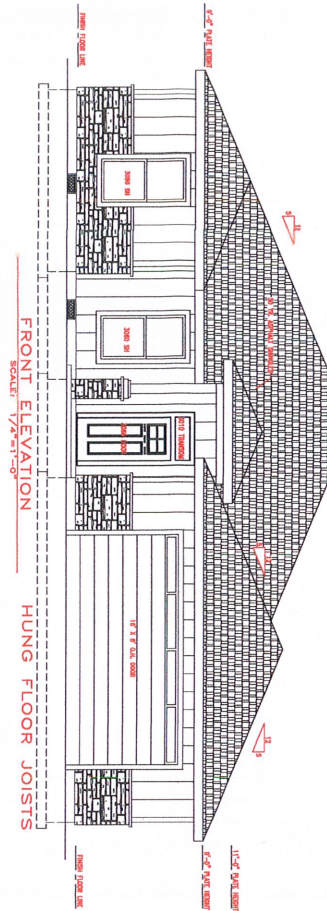


1 TYP. WALL SECTION
SCALE: 1"=1'-0"



FOUNDATION PLAN
SCALE: 1/4"=1'-0"





ELEVATIONS



LOT 8

HARAH HEIGHTS SUBDIVISION
of the S1/2 SW1/4 SE1/4 NE1/4 and the SW1/4 NE1/4
of Section 8, Township 18 S., Range 47 E., W.M.,
City of Austin, Williamson County, Texas.

C-E-NE 1/64th COR. OF SECTION 8,
FOUND 5/8" DIA. REAR PLS 2316 AS PER
CORNER REC. INST. No. 18-47-0857

TL 1200
MAP 18S47E08 DEED
INST. No. 71488

1

0°59'E 1949.61'(R1)(OV

PROFE
LAND SU

NEW 32' WIDE CITY
UTILITY EASEMENT

CERTIFICATE OF MALHEUR
COUNTY RECORDER
STATE OF OREGON } S.S.
COUNTY OF MALHEUR }

PLAT CAR: SLIDE:

ENGINEERING-SURVEYING & PLANNING
CK3, LLC

ONTARIO
388 SW 5TH AVE.
HERMON, OR 97194
TEL (541) 889-5411
(541) 889-2074
FAX (541) 889-2074
WEB: CK31.COM

HERMON
945 W. ORCHARD AVE.
HERMON, OR 97183
PHONE (541) 567-2311
FAX (541) 567-2250

PROFESSIONAL
LAND SURVEYOR
OREGON
JANUARY 10, 2011
FANCE CLARK KING
61420

SURVEYOR

By _____

Received: _____

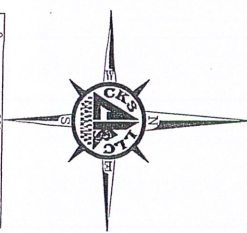
Filed: _____

Survey No. _____

Dwg. No. _____

ALL LOTS 72,500
LOT 11 = 75,000

CURVE No.	RADIUS	DELTA	LENGTH	TANGENT	MEASURING CHORD	CHORD
C1	20.00	90°01'10"	31.42	20.00	458.07'03"E	28.20
C2	18.50	53°29'27"	17.25	9.31	583.09'40"E	16.63
C3	54.50	92°29'22"	87.98	56.92	102.41'38"W	78.73
C4	54.50	115°54'46"	110.26	87.07	505.20'24"E	92.39
C5	18.50	53°29'22"	17.25	9.31	583.2'45"W	16.63
C6	20.00	89°56'44"	31.41	20.00	544.53'00"E	28.20





**AGENDA REPORT
NEW BUSINESS
April 12, 2022**

To: Mayor and City Council

FROM: Paul Woods, City Engineer

THROUGH: Adam J. Brown, City Manager

SUBJECT: **AWARD OF ENGINEERING CONTRACT FOR WATER TREATMENT PLANT FLOC MECHANISM REHABILITATION**

DATE: April 7, 2022

PROPOSED MOTION:

I MOVE THE CITY COUNCIL AWARD AN ENGINEERING TASK ORDER TO MURRAYSMITH INC. IN THE AMOUNT OF \$21,344 FOR ENGINEERING SERVICES TO ANALYZE REPLACEMENT AND REHABILITATION OPTIONS FOR THE FLOCCULATION SYSTEM IN THE CITY'S WATER TREATMENT SYSTEM AND AUTHORIZE THE CITY MANAGER TO SIGN.

SUMMARY:

The old Water Treatment Plant has a flocculation mechanism that has internal components in need of replacement due to age and wear and tear. The components are close to 30 years old. The city's approved Capital Improvement Program budgeted \$50,000 for engineering and analysis this fiscal year, followed by implementation next fiscal year.

Murraysmith is an approved engineering firm on the city's roster and is doing other work at the plant, so they were selected to do the work. The proposed scope of work and cost is \$21,344.

BACKGROUND:

The old Water Treatment Plant has a flocculation mechanism that has internal components in need of replacement due to age and wear and tear. The components are close to 30 years old. The city's approved Capital Improvement Program budgeted \$50,000 for engineering and analysis this fiscal year followed by implementation next fiscal year.

CURRENT SITUATION:

Murraysmith is an approved engineering firm on the city's roster and is doing other work at the plant so they were selected to do the work. The proposed scope of work and cost is \$21,344.

ANALYSIS:

- A. **STRATEGIC PLAN** The work is consistent with the city's Strategic Goals for Lifestyle by keeping the reliability of the water system.

- B. **FINANCIAL** The proposed fee of \$21,344 is within the approved Water Fund CIP budget of \$50,000.
- C. **TIMING** The age and condition of the flocculation unit requires action.
- D. **POLICY/LEGAL** The task order is required to be approved by the City Council.

ALTERNATIVES:

If the Council declines the proposal, the work will not proceed and could compromise the capacity of the water treatment system.

RECOMMENDATION:

Staff recommends approving the engineering task order for Murraysmith Inc.

ATTACHMENTS:

1. Floc Mechanism CIP
2. Scope of Work Ontario Old WTP Improvements 2022.02.14 (003)

Section 8: Water

Floc Mechanism Replacement

Project Status: Planning

Planned Start: FY 21-22

Estimated Completion: FY 22-23

Project Budget: \$550,000

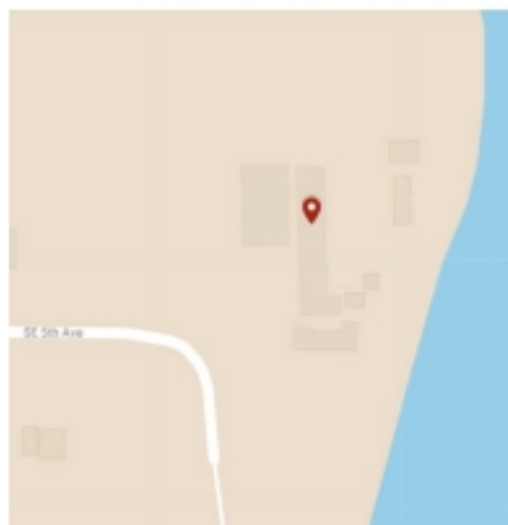
Expended as of 7/1/21: \$0

Description: This project will replace existing equipment, including the flights and chain system. Deteriorating I-beams and collection system pieces in the sediment basin will also be replaced.

Service Impact: This project will ensure reliable delivery of safe drinking water to the community.

Accomplishments:

- This project has not started.



	Prior Years	FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26	Total
Source of Funds							
Water Fund	\$ -	\$ 50,000	\$ 500,000	\$ -	\$ -	\$ -	\$ 550,000
Total Sources	\$ -	\$ 50,000	\$ 500,000	\$ -	\$ -	\$ -	\$ 550,000
Use of Funds							
Design	\$ -	\$ 50,000	\$ -	\$ -	\$ -	\$ -	\$ 50,000
Construction	\$ -	\$ -	\$ 500,000	\$ -	\$ -	\$ -	\$ 500,000
Total Uses	\$ -	\$ 50,000	\$ 500,000	\$ -	\$ -	\$ -	\$ 550,000

TASK ORDER

OLD WATER TREATMENT PLANT IMPROVEMENTS 2022

CITY OF ONTARIO, OREGON

This Scope is for professional services between Murraysmith, Inc. (Murraysmith) and the City of Ontario, Oregon (City) for the design of improvements to their Old Water Treatment Plant (Old WTP). The services provided under this scope will be completed under the current Continuing Professional Engineering Service agreement dated July 17, 2019 .

Background

The City of Ontario, Oregon's Old WTP treats up to 6.0 MGD of water from the Snake River to produce potable water for the municipality. Efforts for the planning and management of this City facility include the 2014 Water Treatment Plant Audit, the recently completed 2020 Water System Master Plan and the Capital Improvement Plan FY's 21-26. These documents identify the near term and long range planning needs for this facility. The following summarize the treatment improvements that are interpreted to be related to the Old WTP, anticipated to be completed by 2025 according to the Water Master Plan and are scheduled for FY 22-23 in the Capital Improvements Plan.

2020 Water System Master Plan

- Item 7 – Chemical storage room will require 20 foot by 20 foot room
- Item 8 – Rehabilitation of horizontal flocculation mixers in the Old WTP
- Item 9 – Replace streaming current meter in Old WTP
- Item 10 – Rehabilitate sludge collection equipment in Old WTP
- Item 11 – Add flow meter and automated control valve to filter backwash piping in Old WTP
- Items 13 and 14 are related with the proposed solution to decommission the old clear wells and add a new 0.6 MG clear well and finished water booster pump station

FY's 21-26 Capital Improvement Plan

- Page 130 – Chlorine Generation System: An analysis of available chlorine generation systems will be conducted and provide a recommendation for a new system or chiller replacement if we continue with the existing system. The existing chiller has failed.

- Page 133 - Floc Mechanism and Sediment Basin: This project will replace existing equipment, including flights and chain system. Deteriorating I-beams and collection system pieces in the sediment basin will also be replaced.
- Page 136 – SCADA Telemetry: The City uses Advanced Control Systems (ACS) for its Supervisory Control and Data Acquisition (SCADA) services. All information is stored in ACS's cloud. The contract for ACS is for 5 years and expires in 2022. Options need to be evaluated.

On January 11, 2022 Murraysmith made a site visit to the Water Treatment Plant to observe the conditions of the facility and better understand the scope of work requested. Murraysmith toured the New WTP and the filter, pump room and control room of the Old WTP during the visit as well as visited with facility operators and obtained a copy of the operation and maintenance maintenance manual for the flocculation mixers. We were informed by facility operators that in addition to the rehabilitation of the flocculation mixers, that the chain and flight sludge collection equipment as well as the tube settlers and weirs within the old WTP treatment trains need to be refurbished or replaced. Lastly, we were informed that operators would like to have the corrosion on the existing submerged piping addressed. The intent is to clean up the existing submerged piping as well as metal launderers and provide an appropriate coating to provide protection.

On January 28th, Murraysmith had a follow up team meeting with City representatives to confirm the desired scope. During this meeting Murraysmith was informed that the Old WTP will need to remain in operation for the foreseeable future and that it is desired to make improvements that will last. The City's request to refurbish the existing flocculation mixers and chain and flight sludge collection equipment was discussed. To date, only the paddles for the flocculation mixers have been replaced. The shafts, gears and bearings for the flocculation mixers as well as the bearings for the chain and flight sludge collection still need to be replaced. As an alternate approach to refurbishing the equipment Murraysmith suggested replacement rather than refurbishment. The City prefers to replace the equipment rather than refurbishing the existing equipment as long as it can be justified and is acceptable to the City Council. To help define the project we are in agreement with the City to start this work by performing an assessment analysis for the existing flocculation mixers and chain and flight sludge collection equipment.

Our scope of services that follows is based upon addressing the following improvements that have been requested by the City to be implemented as a part of this project:

2020 Water Master Plan

- Item 8 – Rehabilitation of horizontal flocculation mixers

FY's 21-26 Capital Improvement Plan

- Page 133 - Floc Mechanism and Sediment Basin: This project will rehabilitate or replace existing floc mechanism as well as chain and flight sludge collection system. Deteriorating I-beams and collection system pieces within the sediment basin will also be replaced.

Site Visit and 01/28 Meeting

- Rehabilitation of the chain and flight sludge collection equipment
- Replace broken sections of the tube settlers
- Replace broken sections of weirs
- Clean and coat existing submerged piping and metal launderers

This Task Order (TO) is for the development of an Old WTP improvement design package that will be used for permitting and construction. At the completion of this work, a subsequent TO will be submitted to cover the bidding and construction support services.

Scope of Services

A summary of our services are as follows. For more detailed information related to each item, refer to the detailed descriptions for each task in this proposal.

Phase 1 – Alternative Analysis

- Alternatives Analysis Technical Memorandum for addressing refurbishment or replacement of the existing flocculation mixers and chain and flight sludge collection equipment.

Phase 2 – Design Phase

- Design of the improvements and compilation of construction documents.
- Item 8 – Rehabilitation / replacement of the flocculation mixers mechanical equipment
- Rehabilitation of the chain and flight sludge collection equipment
- Replace deteriorating I-beams and collection system pieces within the sediment basin
- Replace broken sections of the tube settlers
- Replace broken sections of weirs
- Clean and coat existing submerged piping and metal launderers

The above work Phases are divided into the following major tasks:

- Task 1 – Project Management
- Task 2 – Data Collection
- Task 3 – Permitting
- Task 4 – Design

Exclusions

Services that may be needed but are currently not included are as follows:

- Survey
- A Biological Assessment, resource survey or other studies of threatened or endangered species
- Geotechnical Investigation
- Site Underground Utility Exploration (i.e. SUE investigation)
- Corrosion Engineering
- HVAC Engineering and Design
- Architectural Design
- Landscaping Design
- Pavement Design
- Testing, either destructive or nondestructive to verify existing construction conditions
- Performing detail measurements of all elements of the Old WTP
- Providing an As-built of work that has been constructed prior to this project
- Traffic Control Design
- Phase II – Bidding and Construction Phase Services

Task 1 - Project Management

The purpose of this task is to provide management of the project team, schedule, and budget. Included in this task are monthly invoicing, budget and schedule review, updates, team meetings and general administrative tasks. As project manager, Phil Sack will lead communication with the City and the team throughout the duration of the project. As principal in charge, Craig Anderson will assist with City and team communications as needed and be a secondary point of contact.

Meetings

- Kick Off Meeting and Scope Review
- Up to monthly project status review meetings (as-needed)

Assumptions

- Project duration will be no more than 5 months.

Deliverables (PDF electronic document format)

- Monthly invoices and project updates to the City
- Meeting agendas and notes summarizing items discussed and action items

Task 2 – Data Collection

Murraysmith will review City provided construction and planning documents as well as coordinate with equipment manufacturers to understand needs and construction limits of the improvements. This task will include the following:

- Engineering site visit
- Review of the following documents:
 - 2020 Water System Master Plan
 - 2014 Water Treatment Plant Audit
 - 1981 Water Treatment Plant – Schedule D, E, F, G Design Drawings
 - 1969 Water Treatment Plant – Schedule T Drawings with 1971 As-built updates
 - 2004 Site-Specific Seismic Hazard Study
 - City provided operation and maintenance manuals for existing equipment

Task 3 – Permitting

To help ensure that permitting does not delay construction, Murraysmith will initiate conversations with the Oregon Health Authority Drinking Water Services (DWS) representative to brief them on the project and assist with submittals for design review requirements.

Meetings

- Attendance at up to two virtual meetings with the City and/or DWS.

Deliverables (PDF electronic document format)

- Final Draft Contract Documents to DWS and the City

Task 4 – Design

The purpose of this task is to conceptualize and develop the design into detailed Contract Documents necessary for the bidding, award, and construction of the work. This task has been divided into five steps to facilitate review and finalization of the documents.

Subtask 4.1 Project Definition

Murraysmith will develop a Project Definition Package based on the documents reviewed during our Data Collection efforts and coordination activities with DWS. This information will define design criteria for major processes as well as buildings and will be utilized to develop updated process flow diagrams. Also included in this subtask is the alternatives analysis which will include the following:

- We will prescreen various alternatives and present a list of potential alternatives for consideration to the City so that they may select up to three (3) different alternatives to be used in the analysis
- Review of documents available from vendors for the installation of their equipment
- Conceptual design identifying potential interferences or modifications needed to accommodate the installation of equipment
- Investigation into material lead times and constructability concerns
- Provide pros/cons for each alternative including a brief description of the alternative, monetary considerations as well as non-monetary items such as construction ease, schedule or other items that we may identify during this effort
- Provide Association for the Advancement of Cost Engineering (AACE) Class 5 or better depending on the availability of information for each alternative. Cost estimates will be based on net present value and may include considerations such as electrical usage, operation and maintenance needs as well as capital costs for implementation
- Provide a recommendation for the alternative that should proceed into design

The Final Alternatives Analysis Technical Memorandum will be based on updating the Draft version in accordance with the resolved City comments

Meetings

- We will hold one virtual design review meeting with the City.

Assumptions

- The Alternatives Analysis Technical Memorandum will be approximately five (5) to ten (10) pages including appendices

Deliverables (PDF electronic document format)

- Draft Tech Memo
- Final Alternatives Analysis Technical Memorandum
- Basis of Design Criteria Summary (60% Draft)

- Meeting agendas and notes summarizing items discussed and action items

Subtask 4.2 Schematic Design (≤30% Project Maturity Level)

Murraysmith will develop a Schematic Design package based on the information obtained during the previous work tasks.

Meetings

- We will hold one virtual design review meeting with the City (and DWS if needed).

Deliverables (PDF electronic document format)

- Drawings
 - Basis of Design Criteria Summary (90% Draft)
 - Cover Sheet and Vicinity Map (30% Draft)
 - Drawing Index (30% Draft)
 - Process Plans (30% Draft)
- Specifications
 - Cover Sheet (30% Draft)
 - Table of Contents (30% Draft)
 - Technical Specifications for Major Equipment (30% Draft)
- Opinion of Probable Construction Cost
 - AACE Class 4
- Meeting agendas and notes summarizing items discussed and action items

Subtask 4.3 60% Design

Murraysmith will develop a 60% design package based on the direction provided on the schematic design.

Meetings

- We will hold one virtual design review meeting with the City (along with DWS if needed).

Deliverables (PDF electronic document format)

- Drawings
 - Basis of Design Criteria Summary (100%)
 - Cover Sheet and Vicinity Map (60% Draft)
 - Drawing Index (60% Draft)
 - Process Plans, Elevations and Details (60% Draft)
- Specifications

- Cover Sheet (90% Draft)
- Table of Contents (90% Draft)
- Technical Specifications for Major Equipment (90% Draft)
- Draft of all remaining Technical Specifications in Divisions 2 through 46 (60% Draft)
- Draft of Front-End Specifications Divisions 0 and 1 (60% Draft)
- Opinion of Probable Construction Cost
 - AACE Class 3
- Meeting agendas and notes summarizing items discussed and action items

Subtask 4.4 90% Design

Murraysmith will develop a 90% design package based on the comments on the 60% design submittal. The 90% plans are assumed to be "bid ready" and are only missing minor City as well as DWS comments and approvals.

Meetings

- We will hold one virtual design review meeting with the City (along with DWS if needed)

Assumptions

- This submittal is "bid ready" and only needs to resolve minor City and DWS comments

Deliverables (PDF electronic document format and hard copy as noted)

- This is the package that will be submitted to DWS to obtain approval to construct. We will provide up to two (2) hard copies of submittal documents for DWS review if requested.
- Drawings
 - Basis of Design Criteria Summary (100%)
 - Cover Sheet and Vicinity Map (100%)
 - Drawing Index (100%)
 - Process Plans, Elevations and Details (100%)
- Specifications
 - Cover Sheet (100%)
 - Table of Contents (100%)
 - Major Equipment (100%)
 - Technical Specifications in Divisions 2 through 46 (100%)
 - Front-End Specifications Divisions 0 and 1 (100%)
- Opinion of Probable Construction Cost
 - AACE Class 2
- Meeting agendas and notes summarizing items discussed and action items

Subtask 4.5 100% Design

Murraysmith will finalize the 100% design package based on resolving the comments for the 90% plans from the City and DWS.

Deliverables (PDF electronic document format)

- Drawings (Issued for BID)
- Specifications (Issued for BID)

Assumptions for all Phase 1 Services

- We assume that existing flocculation mixers and chain and flight sludge collection equipment will be replaced with new equipment in kind and that no structural, HVAC, Plumbing or electrical improvements are required.
- The existing incoming power and emergency back-up power are of the correct voltage, phase and amperage to accommodate the existing facility as well as the demand from the improvements that are associated with this project.
- The City has submitted and received approval of the 2020 water master plan from the Oregon Health Authority (OHA). This implies that the only remaining permitting activities required to begin construction is the OHA/DWS design review.
- The existing Old WTP has adequate heating and ventilation for the space and has accounted for all of the existing equipment.
- Unless specifically noted otherwise, the Old WTP is assumed to be constructed in accordance with the Design Plans and Specifications.
- The existing buildings meet the requirements of all building codes (i.e. safety, building, mechanical, plumbing, electrical, energy efficiency, etc.) that were in place at the time that they were constructed.
- The existing buildings meet the requirements of all existing building codes (i.e. safety, building, mechanical, plumbing, electrical, energy efficiency, etc.) and that improvements to bring the existing facility into compliance with the current codes will not be required.
- All stakeholder reviews are concurrent and have a duration of 1 week. All stakeholder comments are provided by the end of the 1 week duration.
- Only one submittal for each review step identified in this scope of work is required to be made to regulatory authorities and that all comments provided substantiate the full review that they deem required under their full authority (i.e. they have reviewed everything they deem is under their jurisdiction and that they have commented on all aspects of their review which they deem to be deficient under their authority). The updated documents will address comments that have been resolved with regulatory authorities and in accordance with the purview of the sealing engineer.

- Documentation that is requested from vendors, the City and other entities is provided in a timely manner, not to exceed 1 week from the date when the request was made.
- Meetings are no longer than one hour including time for questions and discussion.
- Any required permitting and application fees will be paid by the City.
- The permitting fees required, and their estimated cost are as follows:
 - \$3,300 fee for OHA Design Review fee
 - City permitting divisions/departments will waive all fees under their authority for implementation of this project.
- City will prepare and sign all applications and permits.
- There are no threatened or endangered species that could be affected by the construction activities associated with this project. A Biological Assessment, resource survey or other studies as well as Section 7 consultation will not be needed.
- The project will not add impervious surface.
- A Cultural Resources Assessment, survey or study is not required and the State Historic Preservation Office (SHPO) as well as tribes will not have regulatory authority over the improvements associated with this project.
- We assume that there are sufficient and adequate existing geotechnical reports that have been performed in this area and are able to be utilized to design these improvements. Therefore, we have not included the performance of a site specific geotechnical investigation for this project.
- All work will be within property currently owned by the City. Negotiation of easements, rights of entry and providing supporting documentation or assistance in obtaining easements or rights of entry is not required.
- The Contract Documents shall consist of the following elements or sections – Bidding Requirements, Contract Forms, Conditions of the Contract, Technical Specifications, and Drawings.
- Engineering Joint Contract Documents based materials will be used for the Bidding Requirements, Contract Forms, and Conditions of the Contract sections of the Contract Documents. These documents will be based on those used for the City's October 2021 SRCI Sewer Line Upgrades (City Standard example) and augmented with amendments or revisions as necessary for project specific needs and OHA specific standards and requirements, as applicable.
- The technical specifications will be based on Murraysmith's standard documents and follow the 50 division Construction Specification Institute (CSI) format.
- It is assumed that the area of the project will be less than one (1) acre and therefore a Storm Water Pollution Prevention Plan (SWPPP) is not required.

- Any required erosion control plans will be prepared by the contractor. We will provide general notes and basic details as a starting point to assist the contractor in erosion and sediment control permitting and implementation.
- Traffic control plans will be prepared by the contractor. We will reference traffic control design standards and requirements only. It is assumed the City will provide direction to Murraysmith and assist with other jurisdiction communication regarding road closures and availability preferences during construction activities.
- Public involvement and coordination are not required during design or will be provided by the City.
- Plans will be full size (11-inch x 17-inch).

Budget

The work covered under this scope of work will be billed on a time and materials basis at the billing rates for personnel working directly on the project, which will be made at the Murraysmith's Current Hourly Rates, plus Direct Expenses incurred. The total budget shall not be exceeded without prior written authorization from the City. When any budget has been increased for follow-on work contracted, Murraysmith's excess costs expended prior to such an increase will be allowable to the same extent as if such costs had been incurred after the approved increase.

The overall budget estimate breakdown for this work is outlined in the table below. Murraysmith will manage the work identified to the aggregate authorized budget amount which shall not be exceeded without prior written authorization from the City.

Task	Amount
Task 1 – Project Management	\$ 6,175
Task 2 – Data Collection	\$1,909
Task 3 – Permitting	\$728
Task 4 – Design	\$59,741
TOTAL	\$68,553

Time of Performance

Assuming a Notice to Proceed in early March 2022, the work provided under this scope of work is anticipated to be completed per the milestone dates provided in the table below. Murraysmith will make every effort to complete the work in a timely manner; however, it is agreed that Murraysmith cannot be responsible for delays occasioned by factors beyond its control, nor by factors that could not reasonably have been foreseen at the time this scope was executed.

Task	Completion Date
Task 1 – Project Management	08/12/2022
Task 2 – Data Collection	03/29/2022
Task 3 – Permitting	07/05/2022
Task 4 – Design	08/03/2022

Task Order Authorization

The parties hereto have caused this Task Order to be executed by their respectively authorized officers or representatives.

CITY OF ONTARIO, OR

Date: _____

By: _____

Name: _____

Title: _____

MURRAYSMITH, INC.

Date: _____

By: _____

Name: _____

Title: _____



**AGENDA REPORT
PUBLIC HEARING
April 12, 2022**

To: Mayor and City Council

FROM: Dan Cummings, Community Development Director

THROUGH: Adam J. Brown, City Manager

SUBJECT: **RESOLUTION #2022-107: APPROVING THE SALE OF REAL PROPERTY, LOTS 1 AND 4 STELLING SUBDIVISION**

DATE: April 3, 2022

PROPOSED MOTION:

- 1. I MOVE THE CITY COUNCIL APPROVE RESOLUTION #2022-107: A RESOLUTION OF THE ONTARIO CITY COUNCIL APPROVING THE SALE OF REAL PROPERTY BEING LOTS 1 AND 4 OF THE STELLING SUBDIVISION.**
- 2. I MOVE THE CITY COUNCIL AUTHORIZE THE CITY MANAGER TO SIGN ALL THE DOCUMENTS REQUIRED TO COMPLETE THE SALE OF THE PROPERTY INCLUDING THE DEED TO TRANSFER TITLE TO THE PROPERTY.**

SUMMARY:

In March of 2022, the city was approached by Joel Ruiz of J. Ruiz Enterprises, LLC requesting to purchase Lots 1 and 4 of the Stelling Subdivision. The city entered into negotiations for the sale of the property and, in closed session on March 22, 2022, considered the final agreement based on those negotiations. In open session on March 22, 2022, they voted to accept the terms of the sale and authorized the City Manager to sign the agreement.

BACKGROUND:

In August of 1993, as part of the Waste Water Treatment Plant upgrade and land application project, the city purchased the property known as the Stelling Property.

In November of 2006, after the land was determined not needed for the land application portion of the water treatment upgrade, the city, under Resolution #2006-138, declared the property known as the Stelling property to be surplus land and set a minimum price of \$20,000.00 per acre.

In 2010, after not receiving any offers for all the land, the city decided to subdivide the land into small parcels in hopes of making the land more sellable. The land was subdivided into 5

lots according to the official Plat of the Stelling Subdivision and recorded under Instrument No. 2010-3972 on June 30, 2010.

The city received a few tentative offers over the years but no sales followed through. In May of 2014, to aid in the negotiating of the property, the City Council, under Resolution #2014-15, rescinded the minimum price of \$20,000.00 so the city could negotiate offers for the land (Attachment 3). Over the past few years, the city has negotiated several deals on the property but none have resulted in the sale of any of the lots until February of 2021, when J. Ruiz Enterprises, LLC, purchased Lot 5 for the amount of \$11,134.20 per acre.

In March of 2022, the city was approached by Joel Ruiz of J. Ruiz Enterprises, LLC requesting to purchase Lots 1 and 4 of the Stelling Subdivision. The city entered into negotiations for the sale of the property and, in closed session on March 22, 2022, considered the final agreement based on those negotiations which included accepting the offer of \$130,000 for Lot 1, which amounted to \$11,586.45 per Acre (11.22 acres) or \$16,883.12 per acre (7.7 acres not on step hill side). In further negotiation for other valuable considerations, it was agreed to include Lot 4 in the sale as a condition of the sale of Lot 1. In an open session on March 22, 2022, the Council voted to accept the terms of the sale and authorized the City Manager to sign the agreement for the sale of Lot 1 and Lot 4 for the amount of \$130,000 and other valuable considerations.

CURRENT SITUATION:

The due diligence stage for this agreement ended on March 29, 2022, and a Title report has been ordered to start the closing process as per the Earnest Money Agreement.

Per city code, this action is being performed in a Public Hearing to authorize the sale of the property known as Lots 1 and 4 of the Stelling Subdivision under Resolution #2022-107.

ANALYSIS:

- A. **STRATEGIC PLAN** This action broadly supports the City Council Strategic Plan growth goals.
- B. **FINANCIAL** This action places \$130,000 back into city funds, and also puts this portion of the land back on the tax rolls, which will increase property tax revenue in the future.
- C. **TIMING** This action is needed to finalize the sale of the property per the Earnest Money Agreement.
- D. **POLICY/LEGAL** This action is authorized under ORS 221.725, ORS 27.300, and ORS 271.310

ALTERNATIVES:

The city could elect not to sell the property.

RECOMMENDATION:

Staff recommends that the City Council approve Resolution #2022-107.

ATTACHMENTS:

1. Reso #2022-107 Property sale_Lot 1 4 Stellings_Ruiz
2. Stelling_City-Ruiz Enterprises_signed agreement_Lot 1 & Lot 4
3. EXHIBIT B_LOT 1 & 4 Stellings_CROPPED
4. Stelling Lot 1_Usablearea



RESOLUTION #2022-107

A RESOLUTION OF THE ONTARIO CITY COUNCIL APPROVING THE SALE OF REAL PROPERTY KNOWN AS LOT 1 AND 4 OF STELLING SUBDIVISION

- WHEREAS,** ORS 221.725, ORS 271.300 and 271.310 permits the City of Ontario, through a Public Hearing and action by the City Council, to declare land surplus and sell real property which is not needed for public use; and
- WHEREAS,** The City Council, on November 6, 2006, under Resolution #2006-138, declared the property known as the Stelling Property as surplus property and set a minimum bid price of Twenty Thousand dollars (\$20,000.00) per acre; and
- WHEREAS,** The City Council, on June 30, 2010, approved the subdividing of the lands into the Stelling Subdivision under Instrument Number 2010-3972; and
- WHEREAS,** The City Council, on May 5, 2014, under Resolution #2014-115, rescinded the minimum price to allow for more negotiating powers; and
- WHEREAS,** The proper notice of the proposed sale has been published and a public hearing concerning the proposed sale has been held in compliance with ORS 221.725; and
- WHEREAS,** J. Ruiz Enterprises LLC has made an offer to purchase Lot 1 and 4 of said Stelling Subdivision for a price of One Hundred Thirty-Thousand Dollars (\$130,000.00); and
- WHEREAS,** The City Council has determined that the offer is a fair market value for Lot 1 and 4 of Stelling Subdivision.

NOW THEREFORE, BE IT FURTHER RESOLVED by the Ontario City Council, in accordance with ORS 221.725, ORS 271.300 AND ORS 271.310, approves the sale of the real property currently owned by the City of Ontario as shown on Exhibit "A" being Lot 1 and 4 of the Stelling Subdivision for the sum of ONE HUNDRED THIRTY THOUSAND DOLLARS (\$130,000.00) to J. Ruiz Enterprises, LLC, as per the March 14, 2022, Sales Agreement. Further, the City Manager is hereby authorized to sign all documents necessary and appropriate to complete the sale and transfer of the property.

EFFECTIVE DATE: Effective immediately upon passage.

PASSED AND ADOPTED by the City Council of the City of Ontario this 12th day of April 2022, by the following vote:

AYES:

NAYES:

ABSTAIN:

ABSENT:

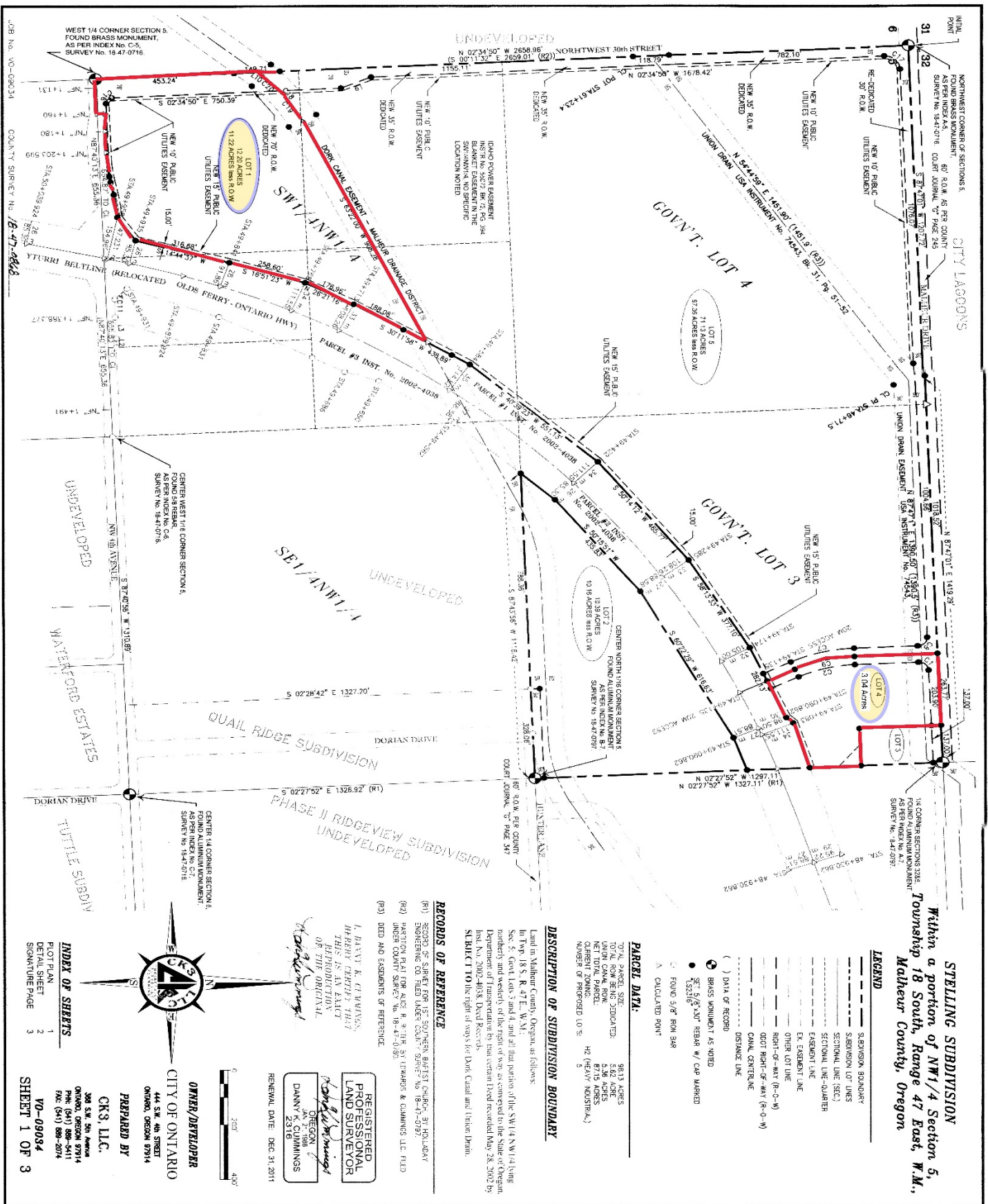
APPROVED by the Mayor this 12th day of April 2022.

Riley J. Hill, Mayor

ATTEST:

Tori Barnett, MMC, City Recorder

Exhibit "A"



OWNER'S SALE AGREEMENT AND EARNEST MONEY RECEIPT

March 14, 2022

RECEIVED OF J. RUIZ ENTERPRISES, LLC or assignee hereinafter called purchaser, \$5,000.00 as earnest money and in part payment for the following described real estate situated in the City of Ontario, County of Malheur, State of Oregon, described as follows, to-wit: See attached legal description Exhibit "A" and map Exhibit "B" and (aka The Stelling Property) the purchaser for the sum of One hundred thirty thousand and no/100 Dollars (\$130,000) on the following terms, to-wit: The earnest money herein above receipted for \$5,000; upon acceptance of title and delivery of deed or delivery of contract: \$125,000; balance of One hundred twenty five thousand and no/100 Dollars (\$125,000) payable as follows: Cash at Closing. The earnest money shall be held at the City of Ontario and once this offer is accepted by both parties the earnest money is non-refundable except for as outlined in the following paragraph.

It is agreed that if the title to the said premises is not marketable or cannot be made so within thirty days after a written notice of defects is delivered to seller, the earnest money herein receipted for shall be refunded as well as the cost of the title report. But if the title to the said premises is marketable, and the purchaser neglects or refuses to comply with any of the conditions of this sale within 15 days and to make payments promptly, as hereinabove set forth, then the earnest money herein receipted for shall be forfeited to the seller as liquidated damages, and this contract shall thereupon be of no further binding effect.

A title insurance policy from a reliable company insuring marketable title in the seller in an amount equal to said purchase price is to be furnished purchaser in due course at buyer's expense; preliminary to closing, seller may furnish a title insurance company's title report showing its willingness to issue insurance, and such report shall be conclusive evidence as to status of seller's record title.

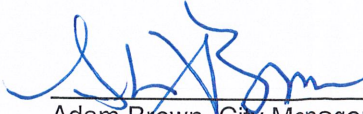
The property is to be conveyed by good and sufficient warranty deed free and clear of all liens and encumbrances except zoning ordinances, building restrictions, taxes due and payable for the current tax year, reservations in federal patents and state deeds, easements of record and no exceptions.

Purchaser shall have a 1-week due diligence period to inspect the property (purchaser already knows the property and has been discussed many times what the requirements are for the property). If purchaser chooses to complete the sale, the five-thousand-dollar earnest money shall be a credit towards the purchase price.

- Seller will provide all the following information that it has in possession or access to:
 - Water rights information: (seller makes no representation as to irrigation water rights).
 - Any contamination on property: None known by the seller.
 - Any unperformed obligations that are currently due relative to the property to any governmental or quasi-government body or authority (none known by the seller).
 - The legal descriptions, maps, drawings, or any other information pertaining to this property

Seller and purchaser agree to pro rate the taxes which become due and payable for the current tax fiscal year basis. Rents, interest, premiums for existing insurance, and other matters shall be pro-rated on a calendar basis.

Possession of said premises is to be delivered to purchaser on or before May 31, 2022. Time is of the essence hereof. This contract is binding upon the heirs, executors, administrators, successors and assigns of the purchaser and seller. However, the purchaser's rights herein are not assignable without written consent of seller. In any suit or action brought on this contract, the losing party agrees to pay the prevailing party's reasonable attorney's fees to be fixed by the trial court, and on appeal the prevailing party's reasonable attorney's fees to be fixed by the appellate court.


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

Owners

=====

I hereby agree to purchase the above property and to pay the price of One hundred thirty thousand and no/100 (\$130,000) Dollars as specified above.

Address 340 NW 36th Street, Ontario, OR

Phone 541-212-6579

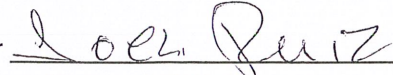
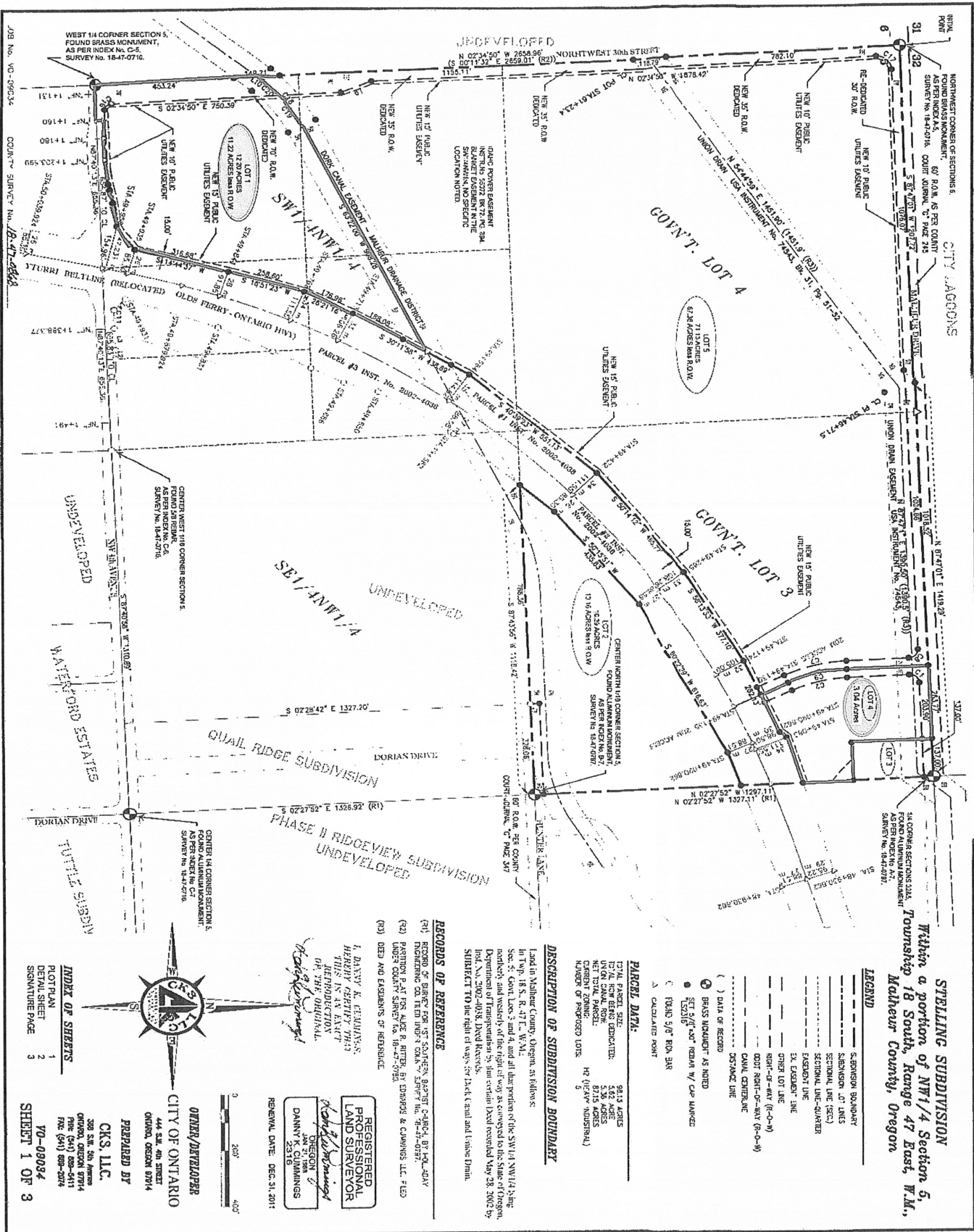
Purchaser 
J. RUIZ ENTERPRISES, LLC
By: JOEL RUIZ

Exhibit A

Land in the City of Ontario within the STELLINGS SUBDIVISION according to the Official Plat thereof recorded under Instrument Number 2010-3972, within the NW 1/4 of Section 5, Township 18 S., R.47 E., W.M., Malheur County Oregon, as follows:

Lot 1 and 4.

Exhibit B





RUIZ ENTERPRISES, LLC

JOEL RUIZ

340 N.W. 36TH ST.

ONTARIO, OR 97914

PH. 541-212-6579

12210

34-827/1251

1178

DATE

3-14-22

CHECK ARMOR
HAND PROTECTION

PAY
TO THE
ORDER OF

City of Ontario

\$ 5,000⁰⁰

Five Thousand

DOLLARS

Photo
Safe
Deposit
Details on back



Columbia Bank

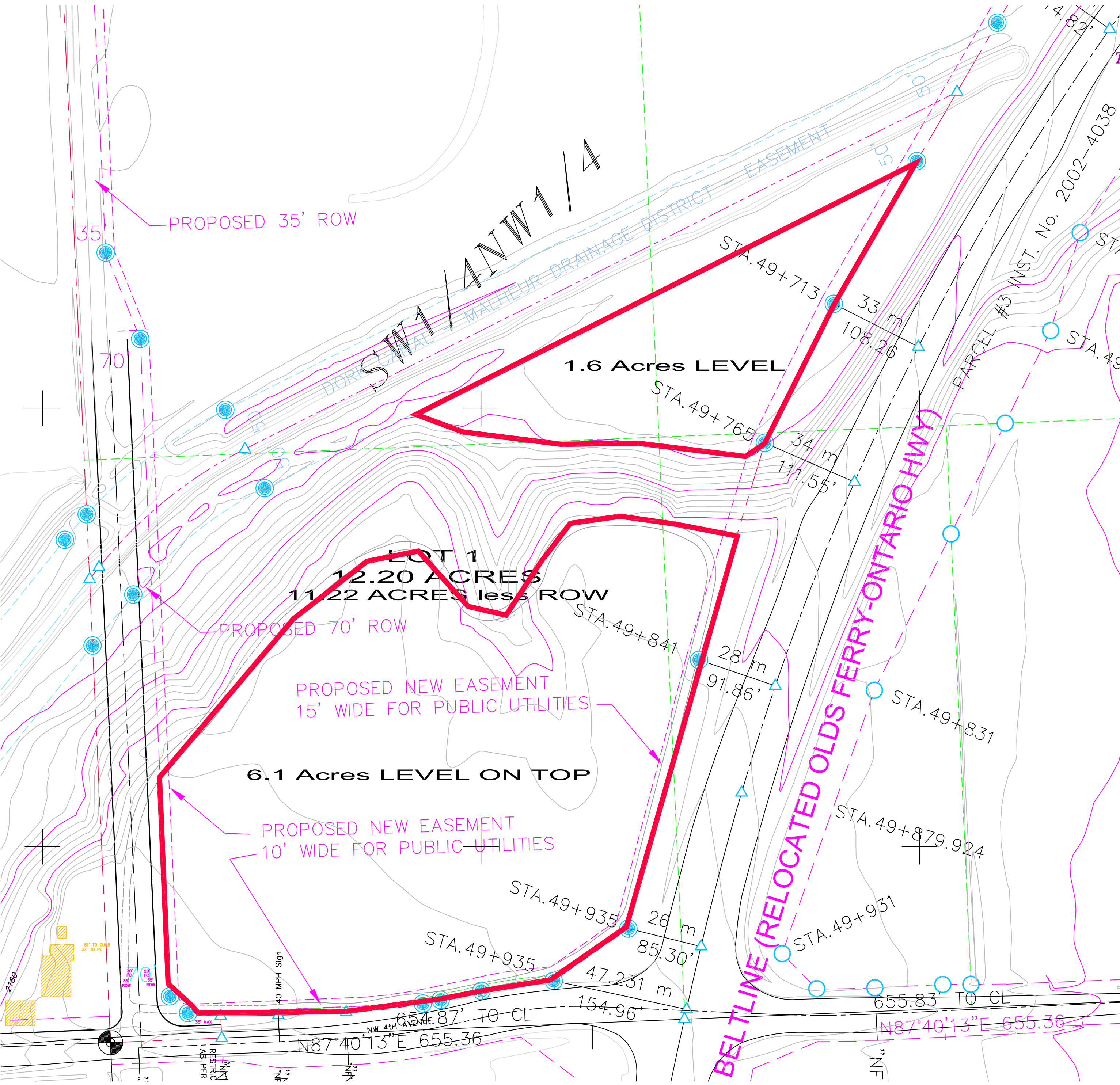
Payette
877.272.3678
columbiabank.com

FOR

Joel Ruiz

MP

⑈062210⑈ ⑆125108272⑆ 05300361⑈





**AGENDA REPORT
PUBLIC HEARING
April 12, 2022**

To: Mayor and City Council
FROM: Kari Ott, Finance Director
THROUGH: Adam J. Brown, City Manager
SUBJECT: **RESOLUTION #2022-109: STATE REVENUE SHARING**
DATE: April 6, 2022

PROPOSED MOTION:

I MOVE THE CITY COUNCIL ADOPT RESOLUTION #2022-109, A RESOLUTION DECLARING THE CITY'S ELECTION TO RECEIVE STATE REVENUES FOR THE FISCAL YEAR 2022-2023.

SUMMARY:

Attached is the following document:

Resolution 2022-109: A Resolution Declaring the City's Election to Receive State Revenues for the Fiscal Year 2022-2023.

BACKGROUND:

The City Council is required to annually approve a formal resolution in order to elect to receive state revenues.

CURRENT SITUATION:

The City of Ontario Budget Committee held Public Hearings on March 8, 9 & 10, 2022, discussing the 2022-2023 budget which includes revenue sharing from the State of Oregon. The City Council is holding a Public Hearing on April 12, 2022, giving the citizens an opportunity to comment on the use of State Revenue Sharing, pursuant to ORS 221.770.

ANALYSIS:

- A. **STRATEGIC PLAN** No direct Strategic Plan impact.
- B. **FINANCIAL** The city will be able to receive State Revenues that are shared with cities throughout Oregon.
- C. **TIMING** The resolution is required to be approved on or before June 30, 2022, and resolutions must be approved by the City Council.
- D. **POLICY/LEGAL** An election to receive state revenues is required per ORS 221.770.

ALTERNATIVES:

A. Take No Action - The Council could take no action on this matter; this would mean the city would not be able to receive state revenues in the 2022-2023 fiscal year.

RECOMMENDATION:

Staff recommends the City Council approve Resolution #2022-109.

ATTACHMENTS:

1. Resolution #2022-109 STATE REVENUE SHARING (1)



RESOLUTION #2022-109

**A RESOLUTION TO DECLARING THE CITY'S ELECTION
TO RECEIVE STATE REVENUES**

WHEREAS, The City of Ontario Budget Committee held Public Hearings on March 8, 9 and 10, 2022; and

WHEREAS, The City Council held a Public Hearing on April 12, 2022, giving citizens an opportunity to comment on the use of State Revenue Sharing.

NOW THEREFORE, BE IT HEREBY RESOLVED by the Ontario City Council:

Pursuant to ORS 221.770, the city hereby elects to receive state revenues for fiscal year 2022-2023.

EFFECTIVE DATE: Effective immediately upon passage.

PASSED AND ADOPTED by the City Council of the City of Ontario this 12th day April, 2022, by the following vote:

AYES:

NAYES:

ABSENT:

APPROVED by the Mayor this 12th day of April, 2022.

Riley J. Hill, Mayor

ATTEST:

Tori Barnett, MMC, City Recorder

I certify that a Public Hearing before the Budget Committee was held on March 9, 10, and 11, 2022, and a Public Hearing before the City Council was held on April 12, 2022, giving citizens an opportunity to comment on use of State Revenue Sharing.

Tori Barnett, MMC, City Recorder



**AGENDA REPORT
PUBLIC HEARING
April 12, 2022**

To: Mayor and City Council

FROM: Kari Ott, Finance Director

THROUGH: Adam J. Brown, City Manager

SUBJECT: **RESOLUTION #2022-110: ADOPT CITY OF ONTARIO 2022-2023 ANNUAL BUDGET**

DATE: April 6, 2022

PROPOSED MOTION:

I MOVE THE CITY COUNCIL ADOPT RESOLUTION #2022-110, A RESOLUTION TO ADOPT AND APPROPRIATE THE ANNUAL BUDGET FOR 2022-2023, IMPOSE THE TAXES UPON TAXABLE PROPERTY, AND CATEGORIZE THE TAXES IMPOSED FOR THE FISCAL YEAR 2022-2023.

SUMMARY:

The attached Resolution #2022-110 is a resolution to adopt and appropriate the annual budget for 2022-2023, impose the taxes upon taxable property, and categorize the taxes imposed for the fiscal year 2022-2023.

BACKGROUND:

The purpose of this agenda item is to adopt and appropriate the budget, impose taxes upon taxable property, and categorize the taxes imposed.

CURRENT SITUATION:

The City of Ontario Budget Committee held public hearings on March 8, 9 and 10, 2022, and approved the 2022-2023 annual budget. The budget presented has no changes from the Budget Committee recommendations. The required public hearing notice was published in the Argus Observer. The City Council will hold a public hearing on April 12, 2022, giving the citizens an opportunity to comment on the annual budget for 2022-2023.

ANALYSIS:

- A. **STRATEGIC PLAN** The budget presented for approval was based on the priorities set within the strategic plan.
- B. **FINANCIAL** The City Council will adopt and appropriate the annual budget in the amount of \$44,853,077.

C. **TIMING** The budget is required to be approved on or before June 30, 2022.

D. **POLICY/LEGAL** A budget is required to be approved by the City Council per ORS 294.

ALTERNATIVES:

A. Take No Action - The Council could take no action on this matter. If a budget is not approved by June 30, 2022, the city would not be able to receive property taxes and spend money as of July 1, 2022.

RECOMMENDATION:

Staff recommends the City Council approve Resolution #2022-110.

ATTACHMENTS:

1. Resolution #2022-113 Adopting 2022-2023 Budget



RESOLUTION #2022-110

A RESOLUTION ADOPTING THE ANNUAL BUDGET FOR FISCAL YEAR 2022-2023

- WHEREAS,** The City of Ontario Budget Committee held advertised public hearings on March 8, 9 and 10, 2022 to review the proposed budget; and
- WHEREAS,** The Budget Committee approved a revised budget to review by the Ontario City Council; and
- WHEREAS,** The Ontario City Council having held an advertised public hearing on April 12, 2022, wishes to adopt the approved budget as recommended.

NOW THEREFORE, BE IT HEREBY RESOLVED that the Ontario City Council hereby adopts the annual budget for Fiscal Year 2022-2023 in the total of \$51,231,048 now on file at Ontario City Hall.

BE IT RESOLVED that amounts for the annual budget for the fiscal year beginning July 1, 2022, and for the purposes shown below are hereby appropriated as follows:

001 - GENERAL FUND	Appropriated Budget 2022-2023
Administration	\$532,881
Administrative Overhead	472,980
City Council	34,461
Non-Departmental Appropriations	500,000
Business Registrations	1,100
Cemetery	224,078
Community Development	214,474
Finance	259,476
Fire	1,991,801
Police Reserve	3,275
Code Enforcement	150,577
Parks	422,549
Police	4,533,820
Technology	214,940
Capital Outlay	100,600
Interfund Transfers	2,560,328
Contingencies	252,639
TOTAL REQUIREMENTS.....	\$12,469,979
* <i>Unappropriated Ending Fund Balance</i>	<i>\$1,700,000</i>

002 – MARIJUANA ENFORCEMENT FUND	Appropriated Budget 2022-2023
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Public Safety – Marijuana Enforcement

Personnel Services	\$25,600
TOTAL REQUIREMENTS.....	\$25,600

010 - GRANT FUNDS	Appropriated Budget 2022-2023
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Grants	\$2,741,931
TOTAL REQUIREMENTS.....	\$2,741,931

027 – BUILDING FUND	Appropriated Budget 2022-2023
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Building Program

Personnel Services	\$146,280
Materials & Services	81,458
Interfund Transfers	2,209
Contingencies	458,126
TOTAL REQUIREMENTS.....	\$688,073

030 - CAPITAL PROJECTS FUND	Appropriated Budget 2022-2023
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Special Projects	\$1,000
Public Works – Utility Capitalization Fee	1,785,000
E. Idaho Avenue	68,704
Park Improvements	4,000
W. Idaho Ext	118,977
Fire Apparatus	634,280
Downtown Attraction	78,513
SRCI Wastewater	15,720
SRCI Water	84,500
Contingencies	1,812,356
TOTAL REQUIREMENTS.....	\$4,603,050

031 - SDC FUND	Appropriated Budget 2022-2023
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System Development Charge Projects	\$794,798
TOTAL REQUIREMENTS.....	\$794,798

045 - STREET FUND	Appropriated Budget 2022-2023
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Street Maintenance	\$5,823,164
TOTAL REQUIREMENTS.....	\$5,823,164

050 - TRUST FUNDS	Appropriated Budget 2022-2023
Chamber of Commerce	\$183,965
OSS Mitigation	153,344
Visitors & Convention Bureau	301,333
Cemetery Perpetual	20,000
TOTAL REQUIREMENTS.....	\$658,642
* <i>Unappropriated Ending Balance</i>	<i>\$186,900</i>

055 - RESERVE FUNDS	Appropriated Budget 2022-2023
Insurance Claims	\$116,996
Bike Path and Trails	\$650,000
Emergency Equipment	140,637
Public Safety	277,302
Public Works	210,000
PERS Side Account	1,898,689
Economic Development Infrastructure	93,733
GC Sinking	600
Interfund Transfers	179,125
Contingencies	1,139,386
TOTAL REQUIREMENTS.....	\$4,706,468

060 - REVOLVING LOAN FUND	Appropriated Budget 2022-2023
Economic Development loans	\$449,164
TOTAL REQUIREMENTS.....	\$449,164

105 - WATER FUND	Appropriated Budget 2022-2023
<i>Water Treatment</i>	
Water treatment operations	\$2,680,691
Capital Outlay	934,500
Debt Service	274,974
Interfund Transfers	322,539
Contingencies	742,521
TOTAL REQUIREMENTS.....	\$4,955,225

110 - SEWER FUND	Appropriated Budget 2022-2023
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Wastewater Treatment

Wastewater treatment operations	\$2,188,102
Capital Outlay	1,795,000
Debt Service	247,981
Interfund Transfers	314,963
Contingencies	1,015,468
TOTAL REQUIREMENTS.....	\$5,561,514

115 - STORM SEWER FUND	Appropriated Budget 2022-2023
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Storm Sewer

Storm sewer operations	\$99,232
Capital Outlay	50,000
Interfund Transfers	10,493
Contingencies	293,615
TOTAL REQUIREMENTS.....	\$453,340

120 – AIRPORT FUND	Appropriated Budget 2022-2023
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Ontario Municipal Airport

Airport operations	\$218,759
Capital outlay	697,120
Transfers	6,250
TOTAL REQUIREMENTS.....	\$922,129

Total Appropriations, All Funds	\$44,853,077
*Total Unappropriated and Reserve Amounts, All Funds	\$1,886,900
TOTAL ADOPTED BUDGET	\$46,739,977

IMPOSING THE TAX

BE IT RESOLVED THAT THE Ontario City Council hereby imposes the taxes provided for in the adopted budget at the of \$4.8347 per \$1,000 of assessed value for operations, and that these taxes are hereby imposed and categorized for tax year 2022-2023 upon the assessed value of all taxable property within the district.

CATEGORIZING THE TAX

BE IT FURTHER RESOLVED that the Ontario City Council categorizes the taxes as follows:

General Government Limitation	Excluded from Limitation
General Fund \$4.8347 / \$1,000	\$0.00

EFFECTIVE DATE: Effective July 1, 2022.

PASSED AND ADOPTED by the City Council of the City of Ontario this 12th day of April, 2022, by the following vote:

AYES:

NAYES:

ABSENT:

APPROVED by the Mayor this 12th day of April, 2022.

Riley J. Hill, Mayor

ATTEST:

Tori Barnett, MMC, City Recorder



2022 Quarterly Report

1st Quarter (January-March)

Michael S. Iwai
Chief of Police
April 12, 2022





AGENCY STRUCTURE



ONTARIO
OREGON

CHIEF OF POLICE

MICHAEL IWAI

POLICE OFFICE MANAGER

SHERI SMITH

LIEUTENANT

JASON COOPER

SERGEANTS

DAVE WALTERS
*VICTOR GRIMALDO
JON ESPLIN
JAMES SWANK

EVIDENCE TECHNICIAN

STEVEN BARTOL
*DAVID WORTH

POLICE RECRUITS

*ALEX CISNEROS
*BRANDON MITCHELL

POLICE RESERVES

YESENIA CARPENTER
WES SHAW

SCHOOL RESOURCE OFFICERS

CASEY WALKER-HS
TOMAS ELIZONDO -MS

PATROL

*VACANT
CHRIS BOLYARD
RICHARD FRAZIER
JARED CUTLER
AARON PHILLIPS
DANIELLE LLAMAS
*ADAM CLINTON

DETECTIVES

BEN ESPLIN
BJ SNYDER

PATROL

JEREMY JONES
JON LAURENSEN
*TODD HARNDEN
*BRIAN COOK
SAM D'ADDABBO
TYLER BULLINGTON

POLICE SUPPORT SPECIALIST

LIZ AMANSON

CODE ENFORCEMENT

RICK REYNA



Officer Retirement



Officer Scott Phelps – Retirement (25-Years of Service)



CITY HALL
POLICE DEPARTMENT
FIRE & RESCUE



Community Engagement



ONTARIO
OREGON

March 31, 2022

Officer Scott Phelps spoke to Pilgrim Lutheran's Pre-School regarding 911 reporting and stranger danger.





Officer Recognition



Officer Aaron Phillips – On March 12, 2022, he responded to a suicidal female (Juv) armed with a knife threatening to kill herself near a second story window. Officer Phillips quickly diffused the situation and resolved the situation without incident.





Recruit Officer Updates



Officer A. Cisneros
Field Training and Evaluation Program



Officer B. Mitchell -
DPSST Academy Training
Week #3





Significant Cases



Shaken Baby Case/Assault 1 (2 counts) – suspect in custody/pending prosecution

Death Investigation – No prosecution

Road Rage/Stabbing – Assault 1/Open Investigation





ONTARIO
OREGON

OPD 2022 Quarter 1

Activity	2022 January	2022 February	2022 March	YTD 2022	PRIOR YTD 2021
Calls for Service	1056	1070	1267	3393	3998
Case Activity	619	630	834	2083	2366
Murder	0	0	0	0	0
Manslaughter	0	0	1	1	0
Robbery	1	1	1	3	6
Sex Crimes	5	7	5	17	14
Burglary	16	13	15	44	41
Assault	15	10	8	33	42
Arson	0	0	1	1	2
UUMV / Auto Theft	12	8	9	29	26
Arrests	82	55	106	243	269
Arrests w/Use of Force	1	4	1	6	4
Gang Related Cases	0	3	4	7	22
Graffiti	1	5	7	13	38
Death Investigations	2	4	1	7	1
SRO Cases	12	9	7	28	37
Thefts	66	62	84	212	152
Traffic Stops	132	173	58	363	327
Cited Traffic/Parking	86	100	114	300	282
Traffic Crashes	25	39	40	104	108
Alarms	27	31	29	87	62





Code Enforcement Stats



Violation	Jan-22	Feb-22	Mar-22	Qtr 1	2022
Dogs running at large	8	6	18	32	32
Dog a public nuisance	7	8	19	34	34
Animal Neglect	2	0	1	3	3
Animal Abuse					
/Abandonment	1	3	0	4	4
No Dog License	5	5	14	24	24
Debris	1	3	4	8	8
Weeds	0	0	1	1	1
Junk Vehicle or parts	0	0	0	0	0
Other Property Nuisances	1	0	0	1	1
Abandoned Vehicles	11	14	17	42	42
Derelict Structures	0	0	0	0	0
Graffiti	1	5	5	11	11
Others (littering, found property, etc)	9	7	18	34	34
Dogs taken to (Fetch This Kennel)	0	0	0	0	0
Civil Penalties Issued	0	0	0	0	0
C.P. Amount Sent	\$0	\$0	\$0	\$0	0
Total Parking Citations	1	2	0	3	3
Total Cases	47	53	97	197	197





Evidence Program Update



- Contract executed with Space Saver (5 months out)
- Contract executed with Evidence OnQ (5 months out)
- EMCS initial on-site visit and action plan submitted
- All officers have completed training related to packaging and documentation
- Initial discussion with “GunBusters” for firearm disposals
- All firearms have been reorganized from the July 2021 OACP Audit
- Purged/disposed items in 40 cases
- Packaged in burn boxes and staged for disposal, narcotics in 79 cases
- Staged other property/evidence ready for packaging/purging in 62 cases





Thank You





**AGENDA REPORT
DISCUSSION ITEMS**
April 12, 2022

To: Mayor and City Council

FROM: Dan Cummings, Community Development Director

THROUGH: Adam J. Brown, City Manager

SUBJECT: MEASURE 109: PSILOCYBIN PROGRAM INITIATIVE

DATE: April 7, 2022

PROPOSED MOTION:

THIS IS A DISCUSSION WITH INSTRUCTIONS TO STAFF ON HOW TO PROCEED IF TIME, PLACE AND MANNER IS REQUIRED.

SUMMARY:

In November 2020, Ballot Measure 109 (“M109”) was passed which directed the Oregon Health Authority (“OHA”) to license and regulate the manufacture, transportation, delivery, sale, and purchase of psilocybin products. M109 imposed a two-year development period (January 1, 2021 to December 31, 2022) for OHA to create policies, procedures, and infrastructure needed for the provision of “psilocybin services.” This legislation is the first of its kind in the United States.

OHA must submit findings and recommendations for rules and regulations pertaining to the Act’s implementation and administration on or before June 30, 2022. OHA may begin receiving applications for the licensing of persons to manufacture psilocybin products, operate psilocybin service centers, facilitate psilocybin services, and test psilocybin products on and after January 2, 2023.

BACKGROUND:

Oregon Measure 109, the Psilocybin Program Initiative, was on the ballot in Oregon as an initiated state statute on November 3, 2020. It was approved, authorizing the Oregon Health Authority (OHA) to create a program to permit licensed service providers to administer psilocybin-producing mushroom and fungi products to individuals 21 years of age or older.

Ballot Measure 109 directs the Oregon Health Authority to regulate the manufacture, delivery, purchase, and consumption of psilocybin, a psychoactive component found in certain mushrooms, at licensed psilocybin service centers. A person would be allowed to purchase, possess, consume, and experience the effects of psilocybin only at a licensed psilocybin service center during a psilocybin administration session with a licensed psilocybin service facilitator. The measure also directs the OHA to issue, renew, and revoke licenses in compliance with the measure. The measure establishes the Oregon Psilocybin Advisory Board to advise and make recommendations to the OHA regarding psilocybin, including recommendations regarding the requirements, specifications,

and guidelines for providing psilocybin services to clients, public health and safety standards, industry best practices, education and training.

Currently, psilocybin is a Schedule I drug, a substance having no currently acceptable medical use within the US. However, the FDA has granted psilocybin a breakthrough therapy designation for treatment resistant depression and major depressive disorder under the direction of physicians and scientists.

The measure provides for an initial two-year development period during which the OHA will not issue any licenses. During the two-year development period, the Advisory Board also will submit findings and recommendations to the OHA regarding the safety and efficacy of using psilocybin to treat mental health conditions, which findings the OHA will examine, publish, and distribute publicly. During the two-year development period, existing law regarding the manufacture, delivery and possession of psilocybin will not be affected by the measure.

After the two-year development period, the measure allows a client who is at least 21 years of age to purchase, possess, consume, and experience the effects of psilocybin at a licensed psilocybin service center during a psilocybin administration session with a licensed psilocybin service facilitator. The measure does not legalize the purchase, possession, and consumption of psilocybin outside of a licensed premises. The measure establishes licensure eligibility criteria and directs the OHA to establish education and training standards for psilocybin service facilitators, provided that a facilitator need not be a currently licensed physician. The measure requires that psilocybin products be tested in a licensed laboratory and packaged and labeled in compliance with specified requirements. The measure allows the OHA to discipline licensees for noncompliance with the provisions of the measure, and to take any action to prevent the diversion of psilocybin to an unlicensed person or entity.

The measure requires the OHA to track the sale and transfer of psilocybin products through a state tracking system. The measure imposes a sales tax on the retail sale of psilocybin products at a rate of 15 percent of the retail sales price.

Psilocybin service centers are not allowed to be located (a) within an area zoned exclusively for residential use, or (b) within 1000 feet of a public or private elementary school. The Act provides an exception to this rule if the service center is not located within 500 feet of a school and there is a physical or geographical barrier capable of preventing children from “traversing to the premises of the service center.” If a school (within 1000 feet of a service center) is established after a license has been issued, the service center may remain open at that location

CURRENT SITUATION:

As of right now, the Oregon Psilocybin Services Section (“OPSS”) is in a development period to create a framework for training, licensing, and enforcing certain psilocybin legislation. Draft rules have been released, but not yet adopted, which provide some insight as to how training programs and testing will be managed.

Generally, the Act provides that any TPM restrictions, conditions, or limitations must be reasonable. In general, these reasonable regulations will function very similarly to TPM regulations for marijuana businesses.

The Legislative Assembly will have sole control over the regulation of licensure for the manufacture or sale of psilocybin. Section 79 expressly states that provisions of the Act “are paramount and superior to and fully replace and supersede any municipal charter amendment or local ordinances inconsistent with the provisions of the Act.” Consequently, a city or county has no authority to grant local licenses or impose an additional tax and/or fee on the

manufacture or sale of psilocybin products.

The governing body of a city or county may adopt by ordinance (to be referred to the electors of the city or county) to prohibit the establishment of any one or more of the following: (a) psilocybin product manufacturers that hold a license issued under Section 23 (manufacturing license); (b) psilocybin service center operators that hold a license issued under section 26 (service center license); or (c) any combination of the two. The Act essentially presumes all cities and counties are “opting in” to permitting psilocybin services unless local voters “opt out” by vote in a general election. Cities and counties may refer this to voters as early as this November.

The staff asked the current City Attorney for a summary of the legislation and their conclusions are presented in the attached Memorandum dated April 6, 2022, attached to this report.

ANALYSIS:

- A. **STRATEGIC PLAN** There is no strategic plan impact.
- B. **FINANCIAL** The financial effect on local government for conducting required land use compatibility assessments for licensee applicants and adoption of any pertinent ordinances is unknown at this time.
- C. **TIMING** The Oregon Health Authority will prescribe forms and adopt rules and regulations necessary for the implementation of Measure 109 by December 31, 2022. The Oregon Health Authority will begin receiving applications for the licensing for the manufacture of psilocybin products, the operation of psilocybin service centers, the facilitation of psilocybin services, and testing of psilocybin products by January 2, 2023. If Council would like to impose any regulations or refer an ordinance to the voters, it is advised to do so before January 2, 2023.
- D. **POLICY/LEGAL** Council action is required if it elects to have an ordinance sent to the electors to prohibit or allow the establishment of licensed psilocybin facilities in the city or county.

ALTERNATIVES:

Council could elect to do nothing and let the current city codes regulate the time, place and manner of the facilities for the type of facility.

RECOMMENDATION:

Staff does not make a recommendation. This is a Council decision.

ATTACHMENTS:

1. Memorandum - Psilocybin Legislation Research (01456991xB6300)

Memorandum

To: City of Ontario City Council
From: Bryant, Lovlien & Jarvis, P.C.
Re: Oregon Psilocybin Legislation
Date: April 6, 2022

This memorandum briefly summarizes the current status of Oregon psilocybin legislation. This memorandum only addresses information available as of the date of this memorandum and should not be considered an exhaustive discussion of Oregon psilocybin legislation.

Background

1. In November 2020, Ballot Measure 109 (“M109”) was passed which directed the Oregon Health Authority (“OHA”) to license and regulate the manufacture, transportation, delivery, sale, and purchase of psilocybin products. M109 imposed a two-year development period (January 1, 2021 to December 31, 2022) for OHA to create policies, procedures, and infrastructure needed for the provision of “psilocybin services.” This legislation is the first of its kind in the United States.
2. Psilocybin is considered a Schedule I substance under the Controlled Substance Act, meaning that it has a high potential for abuse and dependence and is not permitted for medical use or treatment. The mushrooms containing psilocybin are also known as magic mushrooms, hallucinogenic mushrooms, or shrooms. Certain studies have indicated potential beneficial outcomes from psilocybin treatment in mental health conditions such as addiction, depression, anxiety disorders, and end-of-life psychological distress.
3. The goal of M109, referred to as the Psilocybin Services Act (the “Act”), is to permit licensed “therapists” to use psilocybin to treat chronic mental illness. During the development period, OHA will work with the Oregon Psilocybin Advisory Board (“OPAB”), rules advisory committees, and members of the public to establish rules and regulations for the Act’s implementation.
4. OHA must submit findings and recommendations for rules and regulations pertaining to the Act’s implementation and administration on or before June 30, 2022. OHA may begin receiving applications for the licensing of persons to manufacture psilocybin products, operate psilocybin service centers, facilitate psilocybin services, and test psilocybin products on and after January 2, 2023.
5. As of right now, the Oregon Psilocybin Services Section (“OPSS”) is in a development period to create a framework for training, licensing, and enforcing certain psilocybin legislation. Draft rules have been released, but not yet adopted, which provide some insight as to how training programs and testing will be managed.

Terms of the Act

1. Generally, the Act allows the administration and consumption of psilocybin (a) only at a licensed “psilocybin service center,” and (b) only under the supervision of a licensed “psilocybin service facilitator.”

Land Use

2. Section 19 of the Act requires that an applicant for licensure under Section 23 (license to manufacture) or Section 26 (license to operate a service center) to request a land use compatibility statement (LUCS) from the

applicable city or county that authorizes land use. OHA will not issue a license if the LUCS shows the proposed land use is prohibited in the applicable zone.

3. Pursuant to Section 91, psilocybin-producing fungi is designated as a crop for “farm-use” as defined under ORS 215.203 and for purposes of “farm” and “farming practice” under ORS 30.930. Thus, a city or county may allow the manufacture of psilocybin products as a farm use on land zoned for farm or forest use in the same manner as the manufacture of psilocybin products is permitted in exclusive farm use zones under ORS 215.213, 215.283, and 475B.063.

4. Section 91 includes the following psilocybin uses which are not permitted on land exclusive for farm use: (a) a new dwelling used in conjunction with a psilocybin-producing fungi crop; (b) a farm stand, as described in ORS 215.213(1)(r) or 215.283 (1)(o), used in conjunction with a psilocybin-producing fungi crop; and (c) a commercial activity carried on in conjunction with a psilocybin-producing fungi crop (provided that the operation of a psilocybin service center may be carried out in conjunction with a psilocybin-producing fungi crop). This is only applicable to psilocybin product *manufacturers* holding a license under Section 23 of the Act.

5. Section 26 provides that psilocybin service centers are not allowed to be located (a) within an area zoned exclusively for residential use, or (b) within 1000 feet of a public or private elementary school. The Act provides an exception to this rule if the service center is not located within 500 feet of a school and there is a physical or geographical barrier capable of preventing children from “traversing to the premises of the service center.” If a school (within 1000 feet of a service center) is established *after* a license has been issued, the service center may remain open at that location.

Time, Place, and Manner (“TPM”) Restrictions

6. Section 81 sets forth TPM restrictions pertinent to local psilocybin regulation. Generally, the Act provides that any TPM restrictions, conditions, or limitations must be *reasonable*. In general, these reasonable regulations will function very similarly to TPM regulations for marijuana businesses.

Local Authority

7. The Legislative Assembly will have sole control over the regulation of licensure for the manufacture or sale of psilocybin. Section 79 expressly states that provisions of the Act “are paramount and superior to and fully replace and supersede any municipal charter amendment or local ordinances inconsistent with the provisions of the Act.” Consequently, a city or county has no authority to grant local licenses or impose an additional tax and/or fee on the manufacture or sale of psilocybin products.

8. Section 128 provides, however, that the governing body of a city or county may adopt by ordinance (to be referred to the electors of the city or county) to prohibit the establishment of any one or more of the following: (a) psilocybin product manufacturers that hold a license issued under Section 23 (manufacturing license); (b) psilocybin service center operators that hold a license issued under section 26 (service center license); or (c) any combination of the two.

9. The Act essentially presumes all cities and counties are “opting in” to permitting psilocybin services unless local voters “opt out” by vote in a general election. Cities and counties may refer this to voters as early as this November.

10. If the voters elect to prohibit psilocybin services, the governing body must provide the text of the prohibiting ordinance to OHA. Upon receiving notice of a prohibition, OHA will discontinue licensing those premises to which the prohibition applies.

Concluding Comments

1. It is important to note that the Act does not decriminalize psilocybin. The use, sale, and possession of psilocybin in the United States remains illegal under federal law and Oregon law if *outside of facilities licensed by the Oregon Psilocybin Services Section*.
2. The Act does not permit psilocybin to be sold directly to consumers and will only be given to individuals in a controlled setting (i.e., where patients can be monitored by licensed supervisors). As such, patients will not be permitted to take the drug home or use it on their own time outside of the licensed service centers.
3. OHA will not begin permitting licenses until at least January 2023. These licenses will only be permitted to psilocybin therapists, clinics, producers, and distributors that meet the certain rules and requirements for the particular license.

MALHEUR COUNTY COURT MINUTES

March 16, 2022

The regularly scheduled meeting of the County Court was called to order by Judge Dan Joyce at 9:00 a.m. in the County Court Office of the Malheur County Courthouse with Commissioner Don Hodge and Commissioner Ron Jacobs present. Staff present was Administrative Officer Lorinda DuBois. Members of the media, public, and staff had the opportunity to join the meeting electronically or in-person. Notice of the meeting was posted on the County website, Courthouse bulletin board, and emailed to the Argus Observer, Malheur Enterprise, and those persons who have requested notice. The meeting was audio recorded. The agenda is recorded as instrument # [2022-1229](#)

GOODFELLOW BUILDING

Veterans Service Officer Connie Tanaka and ASD Coordinator Bob Dickinson met with the Court and discussed ongoing problems with the homeless at the Goodfellow Building. It was requested that the property be fenced and gated. One bid has been obtained. The Court requested two additional bids be obtained.

COURT MINUTES

Commissioner Jacobs moved to approve Court Minutes of March 9, 2022 as written. Commissioner Hodge seconded and the motion passed unanimously.

CROSSING PERMITS

Commissioner Jacobs moved to approve Crossing Permit #10-22 to Oregon Idaho Utilities Inc for placement of fiber optic cable on Napton Road #1052 and Hawk Road #997; Permit #11-22 to Track Utilities LLC for a road bore on Railroad Avenue #874; Permit #12-22 to Idaho Power Company for upgrades on Lytle Blvd. #570; and Permit # 13-22 to Oregon Idaho Utilities Inc for placement of fiber optic cables on Margarita Road #1554 and Stateline Road #1519. Commissioner Hodge seconded and the motion passed unanimously. Original permits will be kept on file at the Road Department.

PROVIDER CONTRACT - LIFEWAYS

Commissioner Jacobs moved to approve Provider Contract between Lifeways Inc. and Malheur County for the Financing of Community Mental Health, Addiction Treatment, Recovery, & Prevention, and Problem Gambling Services. Commissioner Hodge seconded and the motion passed unanimously. See instrument # [2022-1230](#)

PARTIAL RELEASE OF FARMLAND LEASE AND RIGHT OF FIRST REFUSAL OF WATER RIGHTS

County Counsel Stephanie Williams presented a partial release with Farmers. After discussion, Commissioner Hodge moved to approve Partial Release of Farmland Lease and Right of First Refusal of Water Rights with James G Farmer and Margaret M. Farmer and Charles Warren Farmer, Recorded with the Malheur County Clerk as Instrument Number [2020-0142](#). Commissioner Jacobs seconded and the motion passed unanimously. The property released is Lot 3 of the Arcadia Industrial Park Subdivision. Commissioner Hodge left the meeting.

EXECUTIVE SESSION

Executive Session was called in accordance with ORS 192.660(2)(a) - Employment of Public Officers, Employees and Agents with Judge Joyce presiding and Commissioner Jacobs present. Also present were: Planner Eric Evans, Malheur Education Service District (ESD) Director of Technology Randy Seals, and Courtney Boles. No decisions were made during or following the session.

COURT ADJOURNMENT

The meeting was adjourned.

MALHEUR COUNTY COURT MINUTES

March 23, 2022

The regularly scheduled meeting of the County Court was called to order by Judge Dan Joyce at 9:00 a.m. in the County Court Office of the Malheur County Courthouse with Commissioner Don Hodge and Commissioner Ron Jacobs present. Members of the media, public, and staff had the opportunity to join the meeting electronically or in-person. Notice of the meeting was posted on the County website, Courthouse bulletin board, and emailed to the Argus Observer, Malheur Enterprise, and those persons who have requested notice. The meeting was audio recorded. The agenda is recorded as instrument # [2022-1451](#)

AWARD OF RFP FOR COORDINATED PUBLIC TRANSIT-HUMAN SERVICES TRANSPORTATION PLAN; STF & STIF ADVISORY COMMITTEE MEMBERS

MCOA&CS Transportation Manager Brittney White met with the Court. Ms. White explained that the STF and STIF Advisory Committees recommended the appointment of the following advisory committee members: Lorinda DuBois, Brittany White, Jane Padgett, and Ed Susman.

Ms. White also explained the recommendation to award the RFP to update the County's Coordinated Public Transit - Human Services Transportation Plan to Kittelson & Associates. RFP's were received from Kittelson & Associates, Walker Consultants, and LSC Transportation Consultants LLC; the STF and STIF committees reviewed and scored the proposals. The Plan is required to be updated every five years; this update will need to include the Special Transportation Improvement Fund requirements.

Commissioner Hodge moved to award the contract for consulting services to update the Coordinated Public Transit - Human Services Transportation Plan to Kittelson & Associates. Commissioner Jacobs seconded and the motion passed unanimously. See instrument # [2022-1452](#) for the evaluation & criteria scoring sheets.

Commissioner Jacobs moved to appoint Lorinda DuBois, Brittany White, Jane Padgett, and Ed Susman to the STF and STIF Advisory Committees. Commissioner Hodge seconded and the motion passed unanimously.

CROSSING PERMITS

Commissioner Hodge moved to approve Crossing Permit #14-22 to Idaho Power Company for work on Hyline Road #911; and Permit #15-22 to Idaho Power Company for work on Halliday Road #1073. Commissioner Jacobs seconded and the motion passed unanimously. Original permits will be kept on file at the Road Department.

COURT MINUTES

Commissioner Jacobs moved to approve Court Minutes of March 16, 2022 as written. Commissioner Hodge seconded and the motion passed unanimously.

COURT ADJOURNMENT

Judge Joyce adjourned the meeting.

MALHEUR COUNTY COURT MINUTES

March 30, 2022

The regularly scheduled meeting of the County Court was called to order by Judge Dan Joyce at 9:00 a.m. in the County Court Office of the Malheur County Courthouse with Commissioner Ron Jacobs present and Commissioner Don Hodge present telephonically. Members of the media, public, and staff had the opportunity to join the meeting electronically or in-person. Notice of the meeting was posted on the County website, Courthouse bulletin board, and emailed to the Argus Observer, Malheur Enterprise, and those persons who have requested notice. The meeting was audio recorded. The agenda is recorded as instrument # [2022-1642](#)

FINAL HEARING ON PETITIONS TO WITHDRAW PROPERTY FROM ONTARIO RECREATION AND ONTARIO LIBRARY DISTRICT BOUNDARIES

Judge Joyce opened the final public hearing for consideration of the petitions from 16 landowners to withdraw their property from the boundaries of the Ontario Recreation District and Ontario Library District. The properties are within the Nyssa School District and are a contiguous block of land. Notice of the hearing was published in the Argus Observer and posted on the County's webpage. No written comments were received. A written request for an election was not filed. Landowner Larry Wilson was present for the hearing. No public comments were received at the hearing. Judge Joyce closed the hearing. Commissioner Jacobs moved to approve the withdrawal of the properties from the Ontario Recreation District and the Ontario Library District. Judge Joyce seconded and the motion passed unanimously. See instrument # [2022-1644](#) for Order No. GO-05-22: Order Approving the Withdrawal of Certain Territory from the Ontario Recreation District; and instrument # [2022-1643](#) for Order No. GO-06-22: Order Approving the Withdrawal of Certain Territory from the Ontario Library District.

CROSSING PERMIT

Commissioner Jacobs moved to approve Crossing Permit #16-22 to Idaho Power Company for work on Morgan Avenue #926. Judge Joyce seconded and the motion passed unanimously. The original permit will be kept on file at the Road Department.

COURT MINUTES

Commissioner Hodge moved to approve Court Minutes of March 23, 2022 as written. Commissioner Jacobs seconded and the motion passed unanimously.

IGA - RESIDENTIAL HOUSING REHABILITATION PROGRAM

Commissioner Jacobs moved to approve Intergovernmental Agreement in Support of a Community Development Block Grant from the 2022 Community Development Block Grant Program Administered by the Oregon Business Development Department, Infrastructure Finance Authority. Commissioner Hodge seconded and the motion passed unanimously. The City of Vale will be the lead agency; Community in Action will manage the program. A copy will be returned for recording.

AMENDMENT - IGA #173143

Commissioner Jacobs moved to approve Second Amendment to Oregon Health Authority 2022 Intergovernmental Agreement for the Financing of Community Mental Health, Addiction Treatment, Recovery, & Prevention, and Problem Gambling Services #173143. Commissioner Hodge seconded and the motion passed unanimously. The amendment awards Start-up - Community Mental Health Services (MHS 37) funds. See instrument #

GRANT APPLICATION RESOLUTION - ASSESSOR'S OFFICE

Assessor Dave Ingram met with the Court and presented a grant resolution for the Court's consideration. Commissioner Jacobs moved to approve Grant Application Resolution No. R22-08 for the Department of Revenue's County Assessment Function Funding Assessment (CAFFA) Program. Commissioner Hodge seconded and the motion passed unanimously. By approving the resolution, the County agrees to appropriate budget dollars based on 100 percent of the expenditures certified in the grant application amount of \$1,214,931. See instrument # [2022-1645](#)

Commissioner Hodge disconnected from the meeting.

EXECUTIVE SESSION

Executive Session was called in accordance with ORS 192.660(2)(a) - Employment of Public Officers, Employees and Agents with Judge Joyce presiding and Commissioner Jacobs present. Also present were: Planner Eric Evans, Malheur Education District (ESD) Director of Technology Randy Seals, and Joshua Kreger. No decisions were made during or following the session.

EXECUTIVE SESSION

Executive Session was called in accordance with ORS 192.660(2)(a) - Employment of Public Officers, Employees and Agents with Judge Joyce presiding and Commissioner Jacobs present. Also present were: Planner Eric Evans, Malheur Education District (ESD) Director of Technology Randy Seals, and Gene Thompson Jr. No decisions were made during or following the session.

COURT ADJOURNMENT

The meeting was adjourned.



Police Stat Report

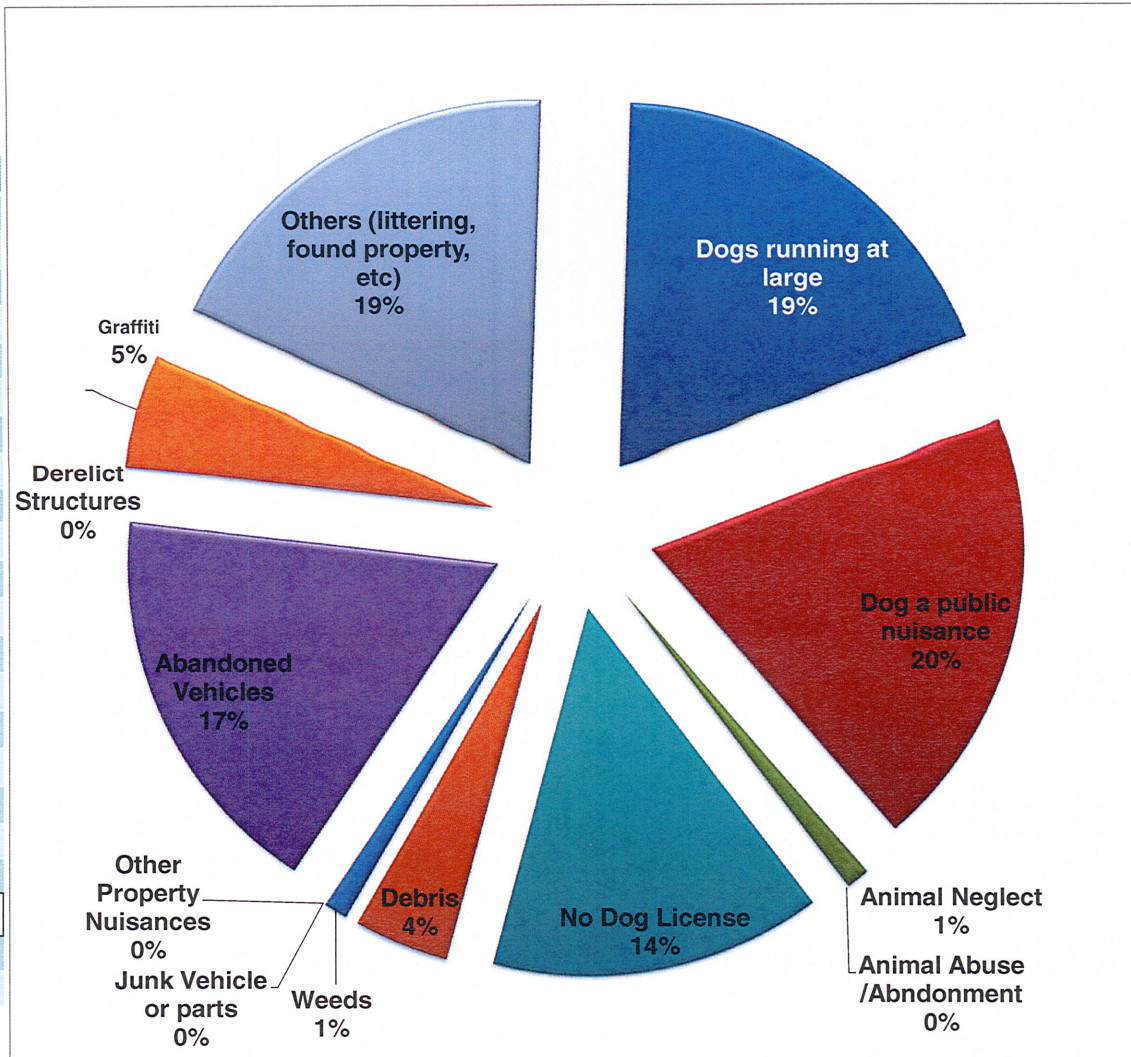
MARCH 2022

Activity	2022 January	2022 February	2022 March	YTD 2022	PRIOR YTD 2021
Calls for Service	1056	1070	1267	3393	3998
Case Activity	619	630	834	2083	2366
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Manslaughter	0	0	1	1	0
Robbery	1	1	1	3	6
Sex Crimes	5	7	5	17	14
Burglary	16	13	15	44	41
Assault	15	10	8	33	42
Arson	0	0	1	1	2
UUMV / Auto Theft	12	8	9	29	26
Arrests	82	55	106	243	269
Arrests w/Use of Force	1	4	1	6	4
Gang Related Cases	0	3	4	7	22
Graffiti	1	5	7	13	38
Death Investigations	2	4	1	7	1
SRO Cases	12	9	7	28	37
Thefts	66	62	84	212	152
Traffic Stops	132	173	58	363	327
Cited Traffic/Parking	86	100	114	300	282
Traffic Crashes	25	39	40	104	108
Alarms	27	31	29	87	62

CODE ENFORCEMENT

MARCH: 2022 Stats

Violation	Mar-22	Column1
Dogs running at large	18	
Dog a public nuisance	19	
Animal Neglect	1	
Animal Abuse /Abandonment	0	
No Dog License	14	
Debris	4	
Weeds	1	
Junk Vehicle or parts	0	
Other Property Nuisances	0	
Abandoned Vehicles	17	
Derelict Structures	0	
Graffiti	5	
Others (littering, found property, etc)	18	
Dogs taken to (Fetch This Kennel)	0	
Civil Penalties Issued	0	
C.P. Amount Sent	\$0	
Total Parking Citations	0	
Total Violations	97	
Total Cases	97	97



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 BUISNESS AND RESIDENCE WITH CLEANING UP THEIR PROPERTIES.



Jacobs March 2022 Report



Removing stumps and ground cover on E. Idaho Planter Strip

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 MARCH 2022

- Issued 5 ROW Permits
- Issued 1 New Addresses to new residences
- Issued 1 New Address to Commercial lot
- Attended 1 PDAC meetings to discuss the expansion of a business
- Attended 1 PDAC meeting to discuss new businesses
- Attended 2 PDAC meetings to discuss the addition of residential housing
- Attended Jacobs monthly safety meeting
- Attended weekly CBDG sewer replacement project meetings
- Inspected the abandonment of 1 Backflow devices on irrigation systems.
- Support in the design of the Safe Routes to School design
- Support in the design of the T200 and Navarrete water and sewer extension
- Support in the Safe Routes to School sidewalk design
- Multiple plan reviews for new construction
- Multiple construction inspections
- Continuous updating of the GIS mapping
- Approximal 600 Cross Connection/Backflow letters were mailed out
- Completed Goodfellow Recapture Agreement

27" Storm line being relocated for new development



Storm Swale for new street section of Airport Way



WATER TREATMENT PLANT AND DISTRIBUTION SUMMARY

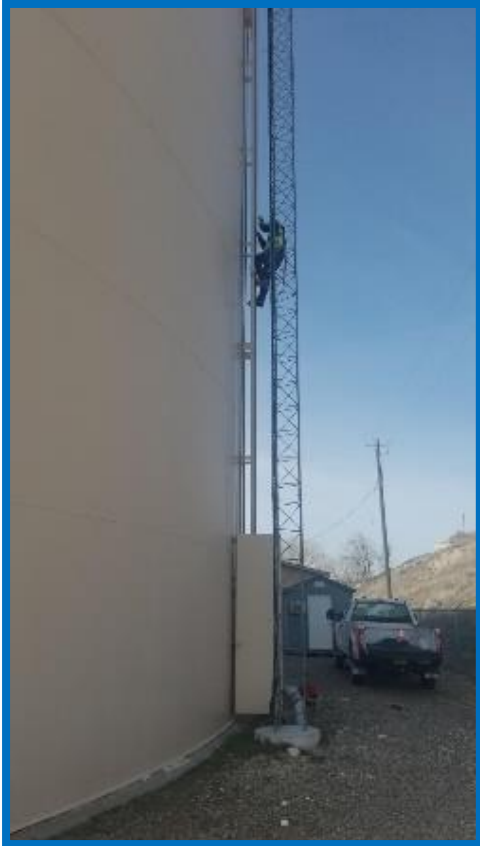
ACTIVITIES MARCH 2022

- Water treatment staff run diagnostic checks (jar testing) weekly to ensure that the chemical dosing is correct for the river water quality
- Monthly Bacterial samples taken
- Annual inspection of tank hatches and vents
- Installed new benchtop and online turbidimeters
- Preparation for State Sanitary Survey
- Crews adjusting the chemical delivery systems
- All operators attended the Eastern Oregon Operators Conference to earn CEU's for respective state certifications.
- 17 water services turned on customer request
- 4 water services shut off customer request
- 17 water services turned on/off read only customer request
- 29 water services shut off for non-payment
- 25 water services turned on for payment received
- 29 water meters changed out for non-functioning
- 15 water meters checked for 0 consumption
- 2 water meters checked for high consumption
- 5 water services shut off for leaks customer request
- 3 water services turned on and verified leaks repaired by customer
- 9 irrigation meters were installed for the season
- 4 water services checked to verify still off from the non-payment list
- 57 utility locates completed

WATER TREATMENT PLANT AND DISTRIBUTION SUMMARY

ACTIVITIES MARCH 2022

Bench Res. Inspection



Bench Res. vent



New "Old Plant" Online Turbidimeters

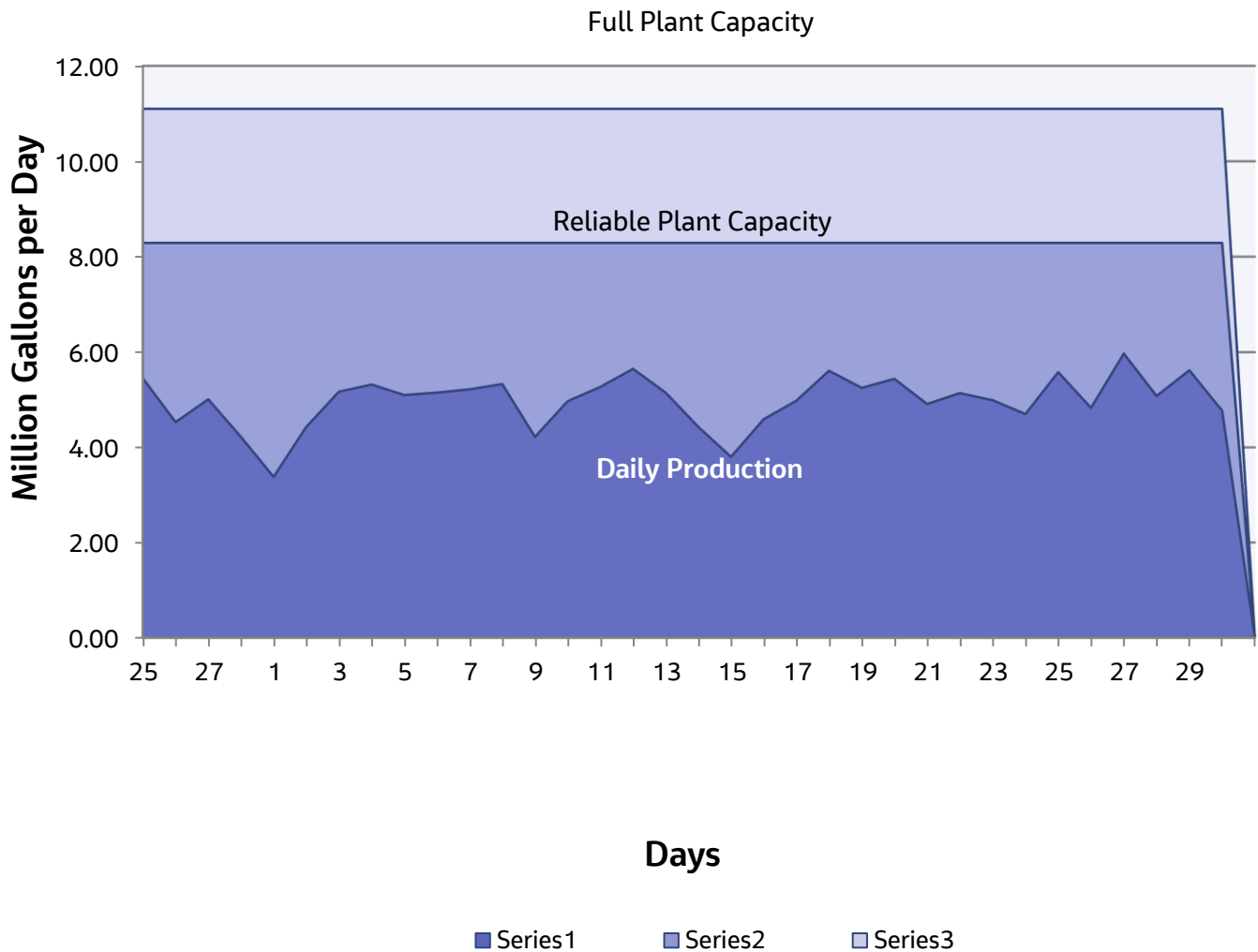


New Benchtop Turbidimeter



WATER TREATMENT PLANT PRODUCTION VS. CAPACITY

Demand vs. Availability Feb 25-Mar 30, 2022



WASTEWATER TREATMENT PLANT AND COLLECTION SYSTEM SUMMARY

ACTIVITIES MARCH 2022

- All sampling, per the 2019 NPDES permit have been taken.
- Tier 2 sampling required by the NPDES permit completed
- Continued required copper Biotic sampling required in the NPDES permit.
- All OSU and ASU covid 19 samples sent to lab
- Skyline pumps and Everfilt maintenance completed
- New Malheur River Pump ready for installation
- Cleaned and switched contact chambers
- Crew helping out at WTP for short staffing
- Replace obsolete PLCs with new versions (CIP funding)
- Submitted our Pollutant Source Identification Program Annual Report to DEQ as required by the NPDES Permit

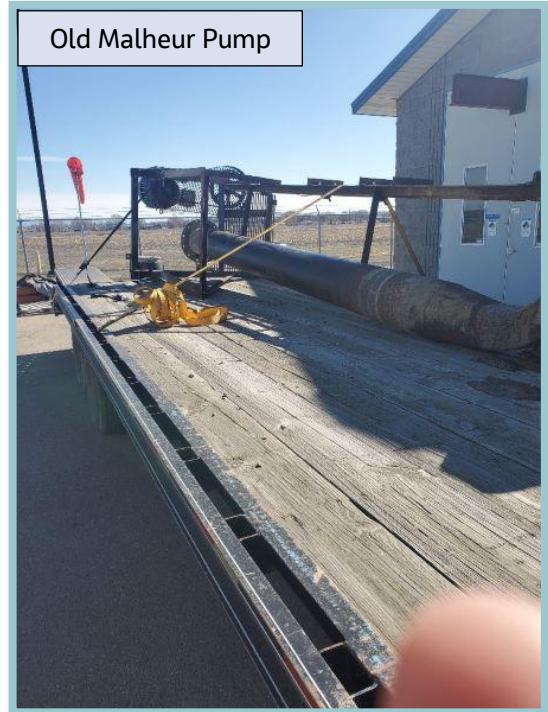
New Flail



Contact Chamber Cleaning

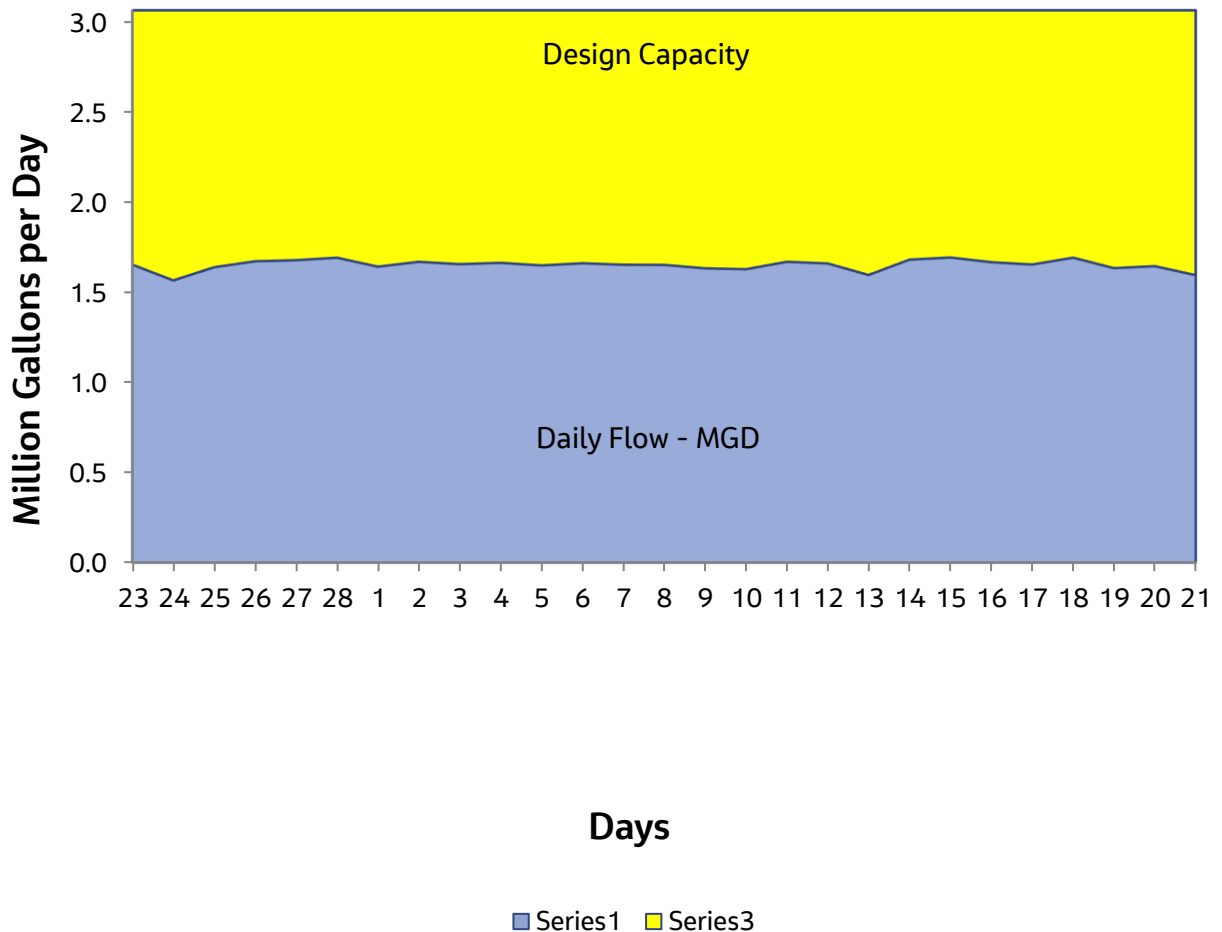


WASTEWATER TREATMENT PLANT AND COLLECTION SYSTEM SUMMARY



WASTEWATER TREATMENT PLANT PRODUCTION VS. CAPACITY

Wastewater Treatment Flows Feb 23 - Mar 30, 2022



OPERATIONS MAINTENANCE: COLLECTION & DISTRIBUTION AND STREETS SUMMARY

ACTIVITIES MARCH 2022

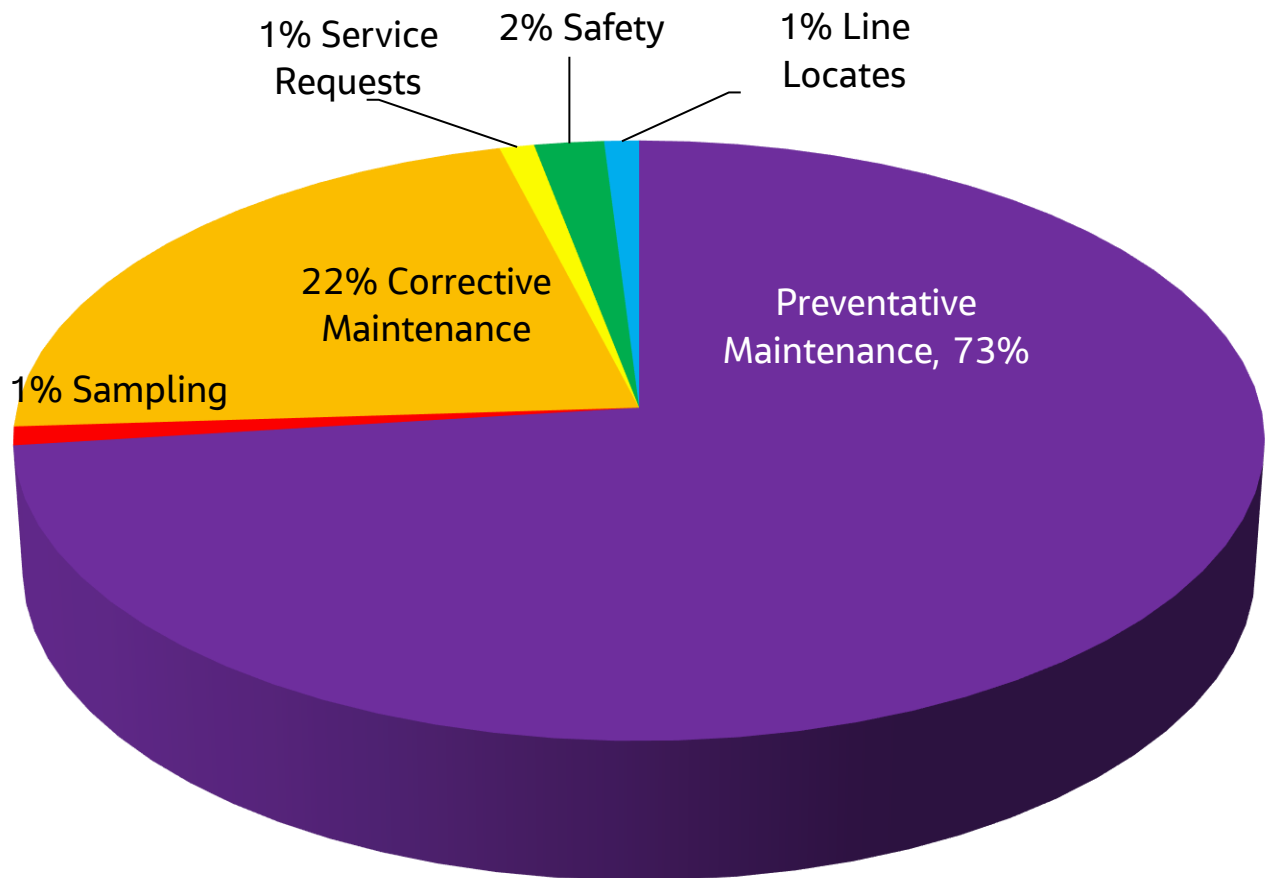
- Swept downtown and underpass twice
- Removed ground cover and stumps in E. Idaho Ave. Planters
- Repaired 2 signs that were damaged during vehicle accidents
- Responded to a vehicle accident to provide road closure on SW 5th Ave.
- Assisted IMCO with isolating water sections and locating sewer services
- Equipment services, dump trucks, sweeper, crack seal machine and air compressors
- Removed remaining snow and ice equipment from each truck for the year
- Water system maintenance, repairing water leaks, broken meter boxes
- Replaced 1 fire hydrant that was damaged in a vehicle accident SW 11th St.
- Relocated a fire hydrant on Fortner to behind the sidewalk
- Cleaned sanitary sewer lines ahead of the CCTV contractor
- Graded gravel sections of roads
- 1 sewer overflow caused by grease from a restaurant dumping grease into the sewer system
- Repaired a sink hole on SW 5th Ave.
- Pothole patched throughout town
- 2 staff attended training for CEUs for their Water/Wastewater certifications
- Sanitary Survey with Oregon Drinking Water Regulator for the Water System

OPERATIONS MAINTENANCE: COLLECTION & DISTRIBUTION AND STREETS SUMMARY

ACTIVITIES MARCH 2022



OPERATIONS MAINTENANCE: COLLECTION & DISTRIBUTION AND STREETS SUMMARY



OPERATIONS MAINTENANCE: BUILDINGS, PARKS, CEMETERIES AND STREETS SUMMARY

- 2 funerals at Evergreen Cemetery, and 1 at Sunset Cemetery
- Replaced porta-potties in each park
- Repaired pump at Laxson Park and replaced pipe in the well.
- Applied ground sterilizer at the old Golf Course, Wastewater plant, Skyline Farms, and the “Welcome to Ontario” sign, on the west side of town
- “Spring cleanup” at each Cemetery to prepare for mowing
- SRCI work crew started weed eating around the head stones at each Cemetery
- Youth work crew are edging sidewalks in the Parks
- Mowing in the Parks as needed
- Placed picnic tables in Parks
- Aerated Parks as needed.
- Fertilized Lions Park, and City Hall’s grass.



Spraying Weeds



OPERATIONS MAINTENANCE: BUILDINGS, PARKS, CEMETERIES AND STREETS SUMMARY

Hole in pipe at Laxson Park



Aerating grass



Aerating grass



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.

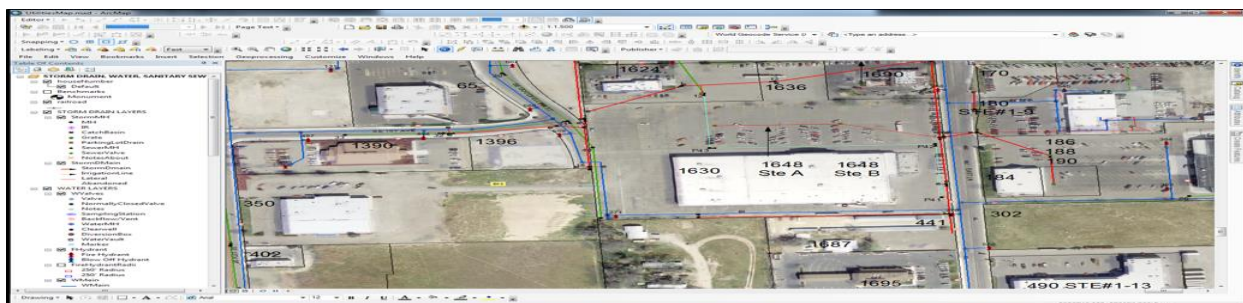
Public Works maintains a water system that complies with the EPA and Division of Health requirements. Staff also maintains the Wastewater Collection system and Wastewater Treatment facilities to meet DEQ standards. These same employees provide sewer and water line construction and maintenance to the 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.



March 2022 ACTIVITY REPORT



March 2022



Emergency Medical:

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

CITY	150
RURAL	10

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

Hazmat Team Calls:

0

Fire Related Emergency Calls:

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

	TOTAL	General	Mutual Aid
CITY	14	1	1
RURAL	4	1	2

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

TOTAL CALLS FOR MONTH

CITY	164
RURAL	14



March 2022



Firefighter Training:

2/26,27—3/12,13 – Some of the staff attended or taught at the Snake River Valley Fire Chiefs essentials weekends that were held at the public safety training center.



2/28-3/4 – The building official and Chief attended a virtual code conference for this week.

3/1 – The staff had a presentation and training from the Firefighter Cancer Support Network on the cancer producing products we are exposed to and what to do to limit the exposures.

3/8 – The staff did equipment and apparatus cleaning and decontamination duties this week.

3/15 – In preparation for the burning season, the staff did wildland tactics refresher.

3/22 – Part of the staff did EMS report writing, and the rest did roof ventilation operations.



March 2022



Permits Issued:

City Open Burns 9

City Burn Barrels 1

Rural Open Burns 91

Rural Burn Barrels 21

Community Involvement:

3/1– *The staff attended the swearing in of Chief Iwai.*



**3/5 –42nd Annual Firefighters
Benefit Dance & Dinner –** *It was
a family effort from all the staff
and their families. We had a
great event and the support from
the community was amazing!*





March 2022

Summary of Calls of Interest:

City Incidents:

2/26 Glenn St. Vale - An engine company 103 and Chief responded to a mutual aid call to Vale for a fully involved house fire. The crew laid a 5" water supply line and then proceeded with fire attack.

3/2 791 SE 7th St. - Rescue 1 crew responded to a vehicle fire. Most of the fire had been extinguished by and OPD officer with a hand fire extinguisher. The remainder of the fire was controlled by the crew. The fire was in the engine compartment and under the passenger door.

3/5 2511 SW 4th Ave. #18 - R1 crew responded to assist with removing a dog that would not come out from under a mobile home. The dog was not trapped and eventually was retrieved.

3/7 986 NW 4th St. - R1 crew responded to a smoke detector activation. The occupant had burned some food on the stove, and this filled the house with smoke and set off the detector. The crew assisted with ventilating the home and checked for further damage and extension.

3/10 601 Thrifty Way - Rescue 1 responded to a burning complaint and the fire was being attended by two individuals. They did not have a permit and were advised of the regulations.

3/12 265 NW 4th St. - R1 crew responded to a fence fire. The fire had been put out by the occupant prior to their arrival. The fire appeared to have started in the occupant's garbage can.

3/14 212 SE 10th St. - The Rescue 1 crew responded for a commercial fire alarm at the Holiday Inn Express. They were cancelled while enroute by the staff.

3/15 1021 SE 9th Ave. #24 - R1 responded for a chemical smell. They were not able to smell anything themselves and the gas monitors displayed normal.

3/20 995 Manor Way #30 - Rescue 1 responded for a commercial alarm and upon arrival the occupant said it was a false alarm.

3/20 639 SW 2nd St. - R1 responded to a beeping smoke detector the crew changed the battery for the occupant and the problem was solved.

3/21 653 E. Idaho Ave. - R1 responded to Pilot truck stop for a Semi-truck on fire. The truck had some wires shorting out and burning. A fire extinguisher was used to put out the fire and the batteries were disconnected to isolate the wiring.



March 2022



City Incidents Continued:

3/23 1311 NW 20th Ave. - Rescue 1 and others responded to a structure fire that upon arrival was just a large pile of garbage in the front yard. The crew was able to extinguish the fire and the occupant was advised about a burn permit and the burning regulations.

3/23 1176 SE 9th Ave. - R1 responded to a burning complaint, they found the occupant burning yard debris in a barrel. He did not have a permit, so he was advised of the burn regulations.

Rural Incidents:

3/5 529 Onion Dr. - Rescue 1 responded to a smoke smell and smoke haze in the house. The crew found a problem with the furnace unit and turned the furnace off and advised the occupant to call a service technician. They assisted with clearing the smoke from the house.

3/12 Hwy 201 and Winterhawk - R1 responded to a brush fire that turned out to be a branch smoldering in the previously burned area. The crew put out the fire in the branch.

3/13 Parma Road Parma - Tender 159 responded to a mutual aid request from Parma for a mushroom's growth fire. Upon arrival the fire was under control, but they needed staff to assist with a separate medical call. One member of our crew was sent to help with the medical call.

3/24 3664 Butte Dr. 156 responded to an out of control, controlled burn. The crew assisted the farmer with a fire line around the perimeter of the fire. This got the fire back to a safe situation for the farmer.