

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



**COUNCIL MEETING AGENDA
CITY COUNCIL – CITY OF ONTARIO OREGON
TUESDAY, AUGUST 23, 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 August 19, 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) LOCAL CONTRACT REVIEW BOARD

A) Sole Source Purchase Request: Water Treatment Equipment

5) 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.

6) PRESENTATIONS

A) Proclamation: Malheur County Prevention Coalition
B) Update: Sprint Boat Races: Ron Dillon

7) OLD BUSINESS

A) Upgrade Request: Dump Truck
B) Resolution #2022-135: Reallocating Funds from Dump Truck Funding to Softball Fields and Contingency

8) NEW BUSINESS

A) Amendment #2 to Wastewater Services Agreement: City of Ontario and SRCI
B) Resolution #2022-136: Support a Vision Zero Policy
C) Resolution #2022-137: Police Radio Repairs

9) PUBLIC HEARING

A) CDBG Sewer Line Replacement Project Close Out
B) Ordinance #2813-2022: Proclaiming the Rezoning of Certain Property within the City of Ontario from Heavy Industrial (I-2) to General Commercial (C-2)
C) Resolution #2022-138: Supplemental Budget Ontario Promise and Aquatic Fund

10) DEPARTMENT HEAD UPDATES

A) Monthly Financial Report: July 2022

11) HAND-OUTS

A) Minutes - County Court 08-03-2022; 08-10-2022
B) Check Register: July 2022

12) CORRESPONDENCE, COMMENTS AND EX-OFFICIO REPORTS

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

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

13) EXECUTIVE SESSION

A) ORS 192.660(2)(a): Consider Employment of an Officer, Employee, Staff Member, or Agent

14) ADJOURN

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

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AGENDA REPORT
LOCAL CONTRACT REVIEW BOARD
August 23, 2022

To: Mayor and City Council

FROM: Paul Woods, City Engineer

THROUGH: Danny K. Cummings, City Manager Pro Tem

SUBJECT: SOLE SOURCE PURCHASE REQUEST: WATER TREATMENT EQUIPMENT

DATE: August 11, 2022

PROPOSED MOTION:

I MOVE THE CITY COUNCIL TO AUTHORIZE THE SOLE SOURCE PURCHASE OF THE WESTECH WATER FILTRATION EQUIPMENT AND AUTHORIZE THE MAYOR TO SIGN ALL DOCUMENTS RELATED TO THE PURCHASE.

SUMMARY:

Growth demands require the City to increase the ability to deliver safe drinking water to the community by expanding the water treatment system. The 2020 Water Master Plan calls for the addition of a 2 million gallon-per-day water filtration system to provide the necessary increase in capacity. Murraysmith was retained by the city to complete engineering associated with this project. The attached memorandum lays out the argument to proceed with the city's direct-purchasing of the unit from WesTech and doing so as a sole source purchase. Selecting the WesTech unit to compliment the two existing WesTech units will save the city and its customers operational costs and will ensure performance consistency.

BACKGROUND:

Growth demands requires the city to increase the ability to deliver safe drinking water to the community by expanding the water treatment system. The 2020 Water Master Plan calls for the addition of a 2 million gallon-per-day water filtration system to provide the necessary increase in capacity.

CURRENT SITUATION:

Murraysmith was retained by the city to complete engineering associated with this project. The attached memorandum lays out the argument to proceed with the city direct-purchasing the unit from WesTech and doing so as a sole source purchase. Selecting the WesTech unit to compliment the two existing WesTech units will save the city and its customers operational costs and will ensure performance consistency.

ANALYSIS:

- A. **STRATEGIC PLAN** The project is consistent with the Growth goals of the city's Strategic Plan.
- B. **FINANCIAL** The funds for the purchase of the equipment were authorized by the City Council in adopting the annual budget with the water treatment plant expansion project listed as a specific capital improvement expenditure.
- C. **TIMING** Due to the 40-week lead time, approval of the purchase now is needed to keep the project moving forward.
- D. **POLICY/LEGAL** City Council approval is required for the declaration of a sole source provider.

ALTERNATIVES:

If the City Council wishes to have the contractor purchase the equipment, the project will be delayed and additional mark up costs will be incurred.

RECOMMENDATION:

Staff recommends approving the sole source purchase of the WesTech filtration equipment.

ATTACHMENTS:

- 1. FINAL Trident Sole-Source Justification TM to City
- 2. Sole Source Procurement Request August 23 2022

Technical Memorandum

Date: August 15, 2022

Project: City of Ontario, OR New WTP Improvements
Additional 2.0 MGD Filter Skid

To: Paul Woods, PE
City Engineer

From: Murraysmith

Re: WesTech Trident® Sole Source Justification

Introduction

This technical memorandum is provided to the City of Ontario to describe key points associated with the sole source justification for the proposed WesTech Trident® treatment system Model ½TR-840A Custom for the Ontario, OR New Water Treatment Plant (WTP) Improvements project and in keeping with the 2018 City of Ontario Financial Policies and Procedures Manual Section 1.9.6 for Exclusive Service.

Project Background & Trident® Advantages

The New WTP at the City of Ontario has two existing WesTech Claricell B packaged treatment system units that provide 2 million gallons per day (MGD) treatment capacity each (4 MGD total). When the two existing treatment units were procured and installed in the mid-2000s, a third equipment pad was also constructed with influent, effluent, backwash supply and waste, and filter to waste piping stubbed nearby for future installation of a third identical unit.

In 2022, Murraysmith was retained to provide design drawings and specifications for the addition of the third 2 MGD packaged unit in the location of the available equipment pad for the expansion of the plant to 6 MGD total capacity. It was noted that the current version of the same WesTech packaged treatment system, now called a Trident® unit, was no longer offered in standard dimensions identical to the plant's existing Claricell B packaged units.

To install a third packaged treatment system, the City has three options, as follows:

1. Partially demolish and modify the existing pad and stubbed piping to accommodate the new Trident® standard model,

2. Demolish the existing pad and piping to accommodate a different manufacturer's packaged treatment unit, or
3. Work with WesTech to provide a custom Trident® unit to fit the existing pad and piping.

Based on Murraysmith's experience in water treatment process design, it is recommended that the City select Option 3, based on the following presented advantages.

Advantages of the WesTech Trident® Treatment System

The following points support the sole source positioning of the proposed WesTech Trident® treatment system for the City of Ontario, OR project:

1. Coordination with WesTech affords the City the most compatibility with their existing infrastructure (equipment pad, stubbed piping) by procuring a custom Trident® unit to fit the dimensions of the space. A custom Trident® unit will fit on the existing equipment pad without restricting operational staff access to a nearby overhead door. A standard Trident® unit will restrict some access to the door but will still allow the City to use most of their existing infrastructure with likely fewer modifications needed than those required for a new or different manufacturer's packaged treatment unit.
2. The City's operational staff are familiar with the operation and maintenance of the WesTech packaged treatment units. Providing a third packaged treatment unit from the same manufacturer using the similar internal treatment processes will provide consistency at the plant and simplify startup and training requirements.
3. The City has proven success with the treatment performance of the WesTech units and City source water characteristics.
4. It is anticipated that adding a third WesTech unit will allow for all three treatment units to be operated from a single control panel with updates to the existing controls system. Installing a new unit from a different manufacturer would likely require a separate control panel and system, and a more complex integration process.
5. Prepurchase of a WesTech Trident® unit will allow the City to reduce construction schedule and mitigate project delays due to COVID-19 supply chain shortages and excessive lead times. Current lead times are listed as up to 40 weeks from approved submittal for equipment fabrication. Improvements to bring the New WTP capacity up to 6 MGD are anticipated to be needed online in 2023 to keep up with forecasted water demands.

Sole-sourcing WesTech also offers the following general advantages:

1. WesTech is a global leader in filtration technology headquartered in Salt Lake City and has over 55 years of experience with package treatment systems, with Trident® treatment technology going back to the early 1980s. Continual improvements have been made to the equipment design of the Trident® product over time.

2. WesTech has a significant installation base with over 600 Trident® systems installed across North America and the world. The Northwest region of the United States has over 20 installs of Trident® systems.
3. WesTech is an ISO 9001 company, meeting the requirements of a third-party independent audit on an annual basis.
4. WesTech uses a proprietary buoyant plastic adsorption clarifier media which reduces raw water head requirements compared to heavier medias and provides a longer media life, designed to last the life of the equipment. Heavier medias typically need to be replaced.
5. WesTech uses a proprietary mixed beads and filter balls mixed media, proven to produce excellent effluent quality and allowing higher influent turbidity.
6. WesTech has a Customer Service group that provides field technicians to provide installation inspections, start-ups, and field service trips for new, rehabbed, and existing Trident® projects.

Equipment Cost Summary

The attached price quote of \$760,000 provided by Goble Sampson and WesTech for the custom Trident® includes the manufacturer, filtration media, delivery to the City's WTP, and manufacturer installation and start up support services. Per attached letter Goble Sampson is the exclusive vendor for WesTech equipment and parts sales in the State of Oregon.



Thursday, July 21, 2022

To Whom it May Concern:

Please accept this communication to confirm that Goble Sampson Associates is the exclusive vendor for WestTech equipment and parts sales in the State of Oregon and are charged with the responsibility for all engineering related support on WestTech equipment and projects in their assigned territory.

We appreciate your interest in our equipment and products. Please contact me if you have any questions.

Best regards,
WestTech Engineering, LLC

Gregory D. Payne
National Sales Manager



City of Ontario WTP

Oregon

Engineer

MurraySmith

Representative

Josh Queen
Goble Sampson Associates
Arvada, Colorado
(303) 770-6418
jqueen@goblesampson.com

Contact

Adrian Williams
awilliams@westech-inc.com

Miles Snyder
msnyder@westech-inc.com



Proposal Number: 2230010
Friday, August 12, 2022



Table of Contents

Technical Proposal

Item A – One (1) Custom Trident® TR-840A Unit; Model ½TR-840A Custom

Clarifications and Exceptions

Commercial Proposal

Bidder's Contact Information

Pricing

Payment Terms

Schedule

Freight

Warranty

Terms & Conditions

Technical Proposal

Item A – One (1) Custom Trident® Package Treatment Unit

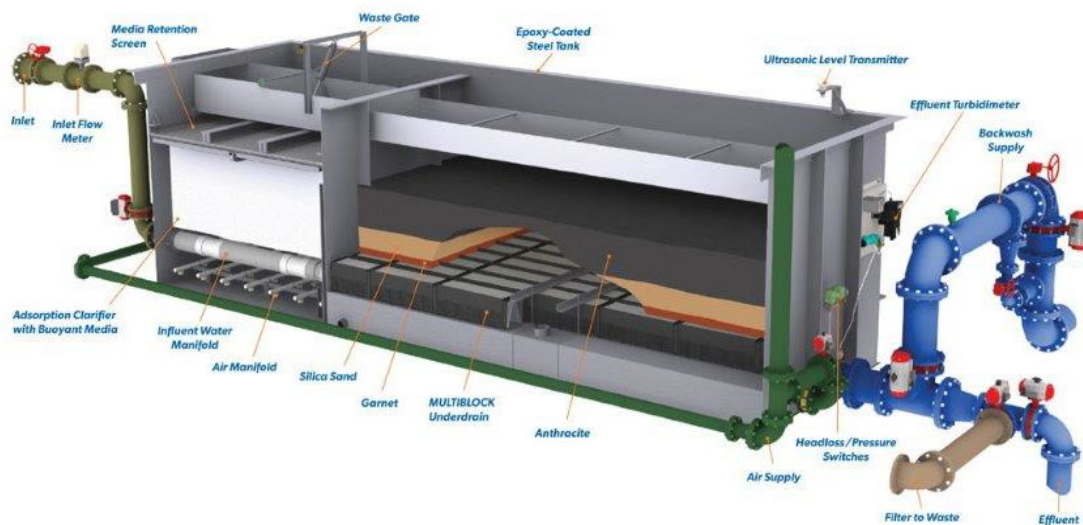
Design Criteria	
Application	Plant Expansion; Treatment for Drinking Water
Model	½TR-840A
Trident Design Flow	1,400 gpm
Expansion Project Flow	1,400 gpm
Number of Units	1
Adsorption Clarifier® Area	140 ft² per unit
Adsorption Clarifier Loading Rate	10 gpm/ft²
Adsorption Clarifier Water Flush Rate	1,400 gpm (10 gpm/ft²)
Adsorption Clarifier Air Flush Rate	475 scfm (3.4 scfm/ft²)
Filter Area	280 ft² per unit
Filter Loading Rate	5 gpm/ft²
Backwash Method	Air & Water
Low Rate Backwash Water Loading Rate	5 gpm/ft²
Low Rate Backwash Water Flow Rate	1,400 gpm
High Rate Backwash Water Loading Rate*	15 gpm/ft²
High Rate Backwash Water Flow Rate*	4,200 gpm
Airwash Loading Rate	3.4 scfm/ft²
Airwash Flow Rate	950 scfm
Backwash Water Source	External backwash supply
Backwash Control	High and low using three valve loop configuration

*The design high rate backwash listed is based on a temperature of 25 °C. The actual backwash water rate must be adjusted 2% up or down for each degree Celsius difference above or below from design temperature; i.e., above 25 °C increase by 2%, below 25 °C decrease by 2%.

Features and Benefits

The Trident® is a pre-engineered system consisting of a pretreatment and filtration system contained in a single shippable tank. The internal components and ancillaries shall be shipped loose for installation by the contractor. The Trident system combines a variety of chemical treatment solutions. The patented Adsorption Clarifier® system and Mixed Media Filter deliver excellent predictable finished water quality. The system also includes the MULTIBLOCK® direct retention air/water backwash underdrain system. An optional scalloped underdrain allows for additional depth of filter or layer of activated carbon without an increase in tank height. Each system includes the Aquaritrol® PLC program for continuous effluent quality control.

- Treat water with up to 75 NTU or up to 35 color units; combined total NTU and color of 75.
- Capable of 2 log removal of Crypto and Giardia size particles.
- Proprietary design with over 700 installations.
- The clarifier reduces turbidity 75–95%, causing settling to be insignificant.
- The Trident system reduces coagulant usage 5–10% and filter aid usage as much as 60%.
- Installation costs are less than that of conventional systems.



Trident® system depicted. May not entirely reflect unit quoted.

Tankage Scope of Supply

Item	Size
Tank Material	Aluminum
Tank Dimensions	37'-1" Long x 12'-10" Wide x 8'-5" High
Base Plate	36'-2.75" Long x 11'-11.625" Wide

Note

Tank is shipped without internals. Internal components and ancillaries listed below are shipped loose for installation by others.

Tank Connections

Item	Size
Influent	12 in
Filter Effluent/Backwash Supply	12 in
Waste/Overflow	24 in
Adsorption Clarifier Air	6 in
Filter Air	6 in

Tank Coatings

Item	Location
Tank Bottom	Tank bottom exterior surface is designed for installation on coal tar or asphaltic type base mastic compound applied to concrete base pad by others.

Adsorption Clarifier Scope of Supply

Feature	Quantity	Notes
Adsorption Clarifier Media	560 ft ³	Media depth is 4 ft. Adsorption Clarifier media is 50/50 R&S & NSF Std. 61 approved.
Clarifier Media Retention	140 ft ²	Stainless steel screen mesh under aluminum grating
Collection Trough	1	Aluminum rectangular trough running length of AC section with waste gate (trough is factory installed)
Inlet Distribution	1 Lot	PVC header-lateral pipe system with supports
Air Distribution	1 Lot	PVC header-lateral pipe system with supports

Note

Components and media unless otherwise noted are shipped loose for installation by others.

Filter Scope of Supply

Feature	Quantity	Notes
Flat Plate Underdrain w/ Media Retaining Nozzles	280 ft ²	The underdrain system shall be of the collector chamber design, consisting of a rigidly supported aluminum plate extending over the entire bottom of the filter area with media retaining nozzles constructed of high strength erosion resistant ABS plastic
Washtrough	1	Aluminum rectangular trough running length of filter section

Note

Components are factory installed within the tank.

Media Scope of Supply

Type	Quantity	Layer Depth	Effective Size	Uniformity Coefficient	Packaging
Anthracite	425 ft ³	18 in	1.0-1.1 mm	≤1.7	1-ft ³ bags on pallets
Silica Sand	221 ft ³	9 in	0.35-0.45 mm	≤1.4	1-ft ³ bags on pallets
Garnet	74 ft ³	3 in	0.2-0.32 mm	≤1.7	50# bags on pallets

Note

- Media quantities include sufficient volume for skimming.
- Media is shipped loose for installation by others.

Valves Scope of Supply

Item	Size	Quantity	Type	Operator Type
Influent	12 in	1/unit	Butterfly, Wafer	Electro-pneumatic, Modulating
Effluent	12 in	1/unit	Butterfly, Wafer	Electro-pneumatic, Modulating
Filter to Waste	12 in	1/unit	Butterfly, Wafer	Electro-pneumatic, Modulating
Backwash Inlet	12 in	1/unit	Butterfly, Wafer	Pneumatic, Open/Close
AC Air Scour	6 in	1/unit	Butterfly, Wafer	Pneumatic, Open/Close
Filter Air Scour	6 in	1/unit	Butterfly, Wafer	Pneumatic, Open/Close
Waste Gate	N/A	1/unit	Linear Cylinder	Pneumatic, Open/Close
Influent Isolation	12 in	1/unit	Butterfly, Wafer	Manual, Handwheel
AC Air Check	6 in	1/unit	Check	None
Filter Air Check	6 in	1/unit	Check	None

Note

- All butterfly valves are Bray wafer style with cast iron body, nylon coated disc, EPDM seat and shaft seal. Manually controlled butterfly valves have lever or gear operated handwheel actuators. Automatic butterfly valves have double acting, weatherproof pneumatic cylinder actuators manufactured by Bray.
- Valves are shipped loose for installation by others.
- Electrical wiring, conduit, and connection of electrical wiring to terminals within WesTech's control panels is not provided by WesTech and is to be furnished and installed by others.
- Pneumatic tubing from air compressor to valves is not provided by WesTech and is to be furnished and installed by others.

Trident Master Control Panel Scope of Supply

Feature	Description	Notes
Number of Panels	1	Three-Unit Control
Housing	NEMA 4/12	Painted Steel, Wall Mounted
PLC	Allen Bradley	Includes Aquaritrol program logic
OIT	Allen Bradley	10" color touchscreen interface
SCADA Interface		Communication protocol via Ethernet/IP

Note

- The panel is shipped loose for installation by others.
- Panel exterior electrical wiring, conduit, and connection of electrical wiring to terminals within WesTech's control panels is not provided by WesTech and is to be furnished and installed by others.

Instrumentation Scope of Supply

Description	Quantity	Type	Signal	Notes
Inlet Meter	1	Magnetic Flow	4–20 mA	Endress+Hauser
Filter Liquid Level Transmitter	1	Radar	4–20 mA	Endress+Hauser w/ mounting bracket
Backwash Control Level Switches	2	Float	On/Off	One low & one high
Clarifier Pressure Transmitter	1	Transmitter assembly with digital display	4-20 mA	Rosemount
Filter Pressure Transmitter	1	Transmitter assembly with digital display	4-20 mA	Rosemount
Air Scour Blower Pressure Switch	1	2 ½ in, 0–5 psi	Discrete	Ashcroft
Effluent Turbidimeter	1	TU5300 sc	To SC-4500	HACH, with communication cables
Turbidimeter Controller	1	SC-4500	4-20 mA	HACH, one unit is used for each pair (two) of effluent turbidimeters
Effluent Turbidity Sample Pump	1/unit	1/16 hp Centrifugal	N/A	115 V, 60 Hz, 1 ph
Maintenance Kit	1	Maintenance tools	N/A	HACH

Note

- Components are shipped loose for installation at the jobsite by others.
- Electrical wiring, conduit, and connection of electrical wiring to terminals within WesTech's control panels is not provided by WesTech and is to be furnished and installed by others.

WesTech Trips to the Site

Total Trips	Total Days	Includes
5	19	Installation inspection of major Trident components, observation of filter media installation, startup, and instruction of plant personnel
1	3	Process performance testing supervision after start-up

Note: Any Item Not Listed Above to Be Furnished by Others.

Clarifications and Exceptions

General Clarifications

Terms & Conditions: This proposal, including all terms and conditions contained herein, shall become part of any resulting contract or purchase order. Changes to any terms and conditions, including but not limited to submittal and shipment days, payment terms, and escalation clause shall be negotiated at order placement, otherwise the proposal terms and conditions contained herein shall apply.

Escalation: If between the proposal date and actual procurement and through no fault of the Seller, the relevant cost of labor, material, freight, tariffs, and other Seller costs combined relating to the contract, increase by greater than 2.5% of the overall contract price, then the contract price shall be subject to escalation and increased. Such increase shall be verified by documentation and the amount of contract price escalation shall be calculated as either the actual increased cost to the Seller or, if agreed by the Parties, the equivalent increase of a relevant industry recognized third-party index, and in both cases without any additional profit or margin being added.

USA Tariffs and Current Trade Laws: All prices are based on current USA and North America tariffs and trade laws/agreements at time of bid. Any changes in costs due to USA Tariffs and trade laws/agreements will be passed through to the purchaser at cost.

Trident Clarifications

- The Trident is a pre-engineered system consisting of a pretreatment and filtration system contained in a single shippable tank. The tank is shipped without internals. All internal components and ancillaries shall be shipped loose for installation by others.
- The filter backwash process is designed for air and water, with the water having two rates (low and high). The air and water rates are listed in the design table at the beginning of this proposal. Given the existing treatment units use an air and water backwash process, WesTech assumes the existing configuration has control components in place to provide the proper air & water rates to the proposed expansion unit.
- The filter is periodically backwashed (using treated water). The Adsorption Clarifier is normally washed (using influent water) one or more times between filter backwashes. The waste holding system should be sized to handle a total of two complete flush/wash volumes from each compartment.
- The influent pumping system should provide a range of 20–30 feet head at tank inlet connection. The high-rate water only backwash of the filter shall be 15–18 gpm/ft² with an available head of 13 feet at the tank connection.
- A 50 percent duty cycle is recommended for the compressed air system.
- Availability of equipment components specified may dictate substitutions of equal quality at the discretion of WesTech.
- All hardware is crated and shipped to the jobsite for assembly by the contractor.

Items Not Furnished by WesTech

- Unloading of equipment from delivering carrier, protected storage of equipment, installation, supervision of installation
- All items crosshatched on photocopies of engineer's design

- All underground and interconnecting piping, filter face piping and fittings, pipe supports, wall inserts or sleeves, Dresser or flexible couplings, hangers, valves (not specifically listed), pneumatic tubing from air compressor to filter batteries, air release piping and valves, sampling lines and sinks, small pressure water supply piping, field work of piping (i.e., drilling and tapping for instrumentation) and flow meters (not specifically listed)
- Interconnection wiring and conduit
- Walkways, handrails, stairways and ladders
- Finish paint and intermediate field coats, cathodic protection systems
- All chemical feeders (not specifically listed), feed lines, chemicals, tanks (not specifically listed), labor and procedures for the disinfection of equipment, laboratory test equipment
- Structural design, supply and installation of concrete pads, foundations, rebar, anchors, concrete, grout, sealant, sumps and concrete fill for filter underdrains
- Motor control center, motor starters, disconnects, electrical wiring and conduit, connection of electrical wiring to terminals within WesTech's control panels, telemetering equipment, turbidity monitoring equipment (not specifically listed), supports for controls
- SCADA System
- All pumps (not specifically listed), air compressors, dryers, operating and start-up lubricants
- Any equipment or service not listed in this proposal

Exceptions

Not applicable

Commercial Proposal

Proposal Name: City of Ontario WTP

Proposal Number: 2230010

Friday, August 12, 2022

1. Bidder's Contact Information

Company Name	WesTech Engineering, LLC
Primary Contact Name	Adrian Williams
Phone	(801) 265-1000
Email	awilliams@westech-inc.com
Address: Number/Street	3665 S West Temple
Address: City, State, Zip	Salt Lake City, UT 84115

2. Firm Pricing

Currency: USD

Scope of Supply

A	One (1) Custom Trident® Package Treatment Unit	\$	760,000
	Taxes (sales, use, VAT, IVA, IGV, duties, import fees, etc.)		Not Included

Prices are valid for a period not to exceed 30 days from date of proposal.

Additional Field Service

Daily Rate (Applicable Only to Field Service Not Included in Scope)	\$1,200
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Pricing does not include field service unless noted in scope of supply, but is available at the daily rate plus expenses. The greater of a two week notice or visa procurement time is required prior to departure date. Our field service policy can be provided upon request for more details.

3. Payment Terms

Purchase Order Acceptance and Contract Execution	10%
Submittals Provided by WesTech	15%
Release for Fabrication	35%
Notification of Ready to Ship	40%

All payments are net 30 days. Partial shipments are allowed. An approved Letter of Credit is required if Incoterms CIF, CFR, DAP, CIP, or CPT are applicable. Payment is required in full for all other Incoterms prior to international shipment. Other terms per WesTech proforma invoice. Please note that the advising bank must be named as: Wells Fargo Bank, International Department, 9000 Flair Drive, 3rd Floor, El Monte, California 91731, USA.

4. Schedule

Submittals, after Purchase Order Acceptance and Contract Execution	12 to 14 weeks
Ready to Ship, after Receipt of Final Submittal Approval	24 to 26 weeks
Estimated Weeks to Ready to Ship	36 to 40 weeks*

*Customer submittal approval is typically required to proceed with equipment fabrication and is not accounted for in the schedule above. Project schedule will be extended to account for time associated with receipt of customer submittal approval.

5. Freight

Domestic	FOB Shipping Point - Full Freight Allowed to Jobsite (FSP-FFA)	
From	Final Destination	Number of Trucks or Containers
WesTech Shops	Ontario, OR	TBD

One-Year Warranty

WesTech is meeting a global need for clean water through technology treatment solutions. We are proud that the equipment and systems we design, build, maintain, and operate are making the world a better place and creating a more sustainable environment for future generations.

Equipment manufactured or sold by WesTech Engineering, LLC, once paid for in full, is backed by the following warranty:

Subject to the terms below, WesTech warrants all new equipment manufactured or sold by WesTech Engineering, LLC to be unencumbered and free from defects in material and workmanship, and WesTech will replace or repair, F.O.B. its factories or other location it chooses, any part or parts returned to WesTech which WesTech's examination and analysis determine have failed within the warranty period because of defects in material and workmanship. The warranty period is either, one calendar year immediately following start-up, or eighteen (18) months from when WesTech sent its ready-to-ship notification to the purchaser, whichever expires sooner. All repair or replacement parts qualifying under this warranty shall be free of charge. Purchaser will provide timely written notice to WesTech of any defects it believes should be repaired or replaced under this warranty. WesTech will reject as untimely any warranty defect claim that purchaser submits more than thirty (30) days after the possible warranty defect first occurred. Unless specifically stated otherwise, this warranty does not cover normal wear or consumables. This warranty is not transferable.

This warranty shall be void and shall not apply where the equipment or any part thereof

- a) has been dismantled, modified, repaired or connected to other equipment, outside of a WesTech factory, or without WesTech's written approval, or
- b) has not been installed in complete adherence to all WesTech's or parts manufacturer's requirements, recommendations, and procedures, or
- c) has been subject to misuse, abuse, neglect, or accident, or has not at all times been operated and maintained in strict compliance with all of WesTech's requirements and recommendations therefor, including, but not limited to, the relevant WesTech Operations & Maintenance Manual and any other of WesTech's specified guidelines & procedures, or
- d) has been subject to force majeure events; use of chemicals not approved in writing by WesTech; electrical surges; overloading; significant power, water or feed supply fluctuations; or non-compliance with agreed feedwater or chemical volumes, specifications or procedures.

In any case where a part or component of equipment under this warranty is or may be faulty and the component or part is also covered under the warranty of a third party then the purchaser shall provide reasonable assistance to first pursue a claim under the third party warranty before making a claim under this warranty from WesTech. WesTech Engineering, LLC gives no warranty with respect to parts, accessories, or components purchased other than through WesTech. The warranties which apply to such items are those offered by the respective manufacturers.

This warranty is expressly given by WesTech and accepted by purchaser in lieu of all other warranties whether written, oral, express, implied, statutory or otherwise, including without limitation, warranties of merchantability and fitness for particular purpose. WesTech neither accepts nor authorizes any other person to assume for it any other liability with respect to its equipment. WesTech shall not be liable for normal wear and tear, corrosion, or any contingent, incidental, or consequential damage or expense due to partial or complete inoperability of its equipment for any reason whatsoever. The purchaser's exclusive and only remedy for breach of this warranty shall be the repair and or replacement of the defective part or parts within a reasonable time of WesTech's accepting the validity of a warranty claim made by the purchaser.

Terms & Conditions

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

1. SPECIFICATIONS: WesTech Engineering, LLC is furnishing its standard equipment as outlined in the proposal and as will be covered by final approved drawings. The equipment may not be in strict compliance with the Engineer's/Owner's plans, specifications, or addenda as there may be deviations. The equipment will, however, meet the general intention of the mechanical specifications of these documents.

2. ITEMS INCLUDED: This proposal includes only the equipment specified herein and does not include erection, installation, accessories, nor associated materials such as controls, piping, etc., unless specifically listed.

3. PARTIES TO CONTRACT: WesTech Engineering, LLC is not a party to or bound by the terms of any contract between WesTech Engineering, LLC's customer and any other party. WesTech Engineering, LLC's undertakings are limited to those defined in the contract between WesTech Engineering, LLC and its direct customers.

4. PRICE AND DELIVERY: All selling prices quoted are subject to change without notice after 30 days from the date of this proposal unless specified otherwise. Unless otherwise stated, all prices are F.O.B. WesTech Engineering, LLC or its supplier's shipping points. All claims for damage, delay or shortage arising from such equipment shall be made by Purchaser directly against the carrier. When shipments are quoted F.O.B. job site or other designation, Purchaser shall inspect the equipment shipped, notifying WesTech Engineering, LLC of any damage or shortage within forty-eight hours of receipt, and failure to so notify WesTech Engineering, LLC shall constitute acceptance by Purchaser, relieving WesTech Engineering, LLC of any liability for shipping damages or shortages.

5. PAYMENTS: All invoices are net 30 days. Delinquencies are subject to a 1.5 percent service charge per month or the maximum permitted by law, whichever is less on all past due accounts. Pro rata payments are due as shipments are made. If shipments are delayed by the Purchaser, invoices shall be sent on the date when WesTech Engineering, LLC is prepared to make shipment and payment shall become due under standard invoicing terms. If the work to be performed hereunder is delayed by the Purchaser, payments shall be based on the purchase price and percentage of completion. Products held for the Purchaser shall be at the risk and expense of the Purchaser. Unless specifically stated otherwise, prices quoted are for equipment only. These terms are independent of and not contingent upon the time and manner in which the Purchaser receives payment from the owner.

6. PAYMENT TERMS: Credit is subject to acceptance by WesTech Engineering, LLC's Credit Department. If the financial condition of the Purchaser at any time is such as to give WesTech Engineering, LLC, in its judgment, doubt concerning the Purchaser's ability to pay, WesTech Engineering, LLC may require full or partial payment in advance or may suspend any further deliveries or continuance of the work to be performed by the WesTech Engineering, LLC until such payment has been received.

7. ESCALATION: If between the proposal date and actual procurement and through no fault of the Seller, the relevant cost of labor, material, freight, tariffs, and other Seller costs combined relating to the contract, increase by greater than 2.5% of the overall contract price, then the contract price shall be subject to escalation and increased. Such increase shall be verified by documentation and the amount of contract price escalation shall be calculated as either the actual increased cost to the Seller or, if agreed by the Parties, the equivalent increase of a relevant industry recognized third-

party index, and in both cases without any additional profit or margin being added.

8. APPROVAL: If approval of equipment submittals by Purchaser or others is required, a condition precedent to WesTech Engineering, LLC supplying any equipment shall be such complete approval.

9. INSTALLATION SUPERVISION: Prices quoted for equipment do not include installation supervision. WesTech Engineering, LLC recommends and will, upon request, make available, at WesTech Engineering, LLC's then current rate, an experienced installation supervisor to act as the Purchaser's employee and agent to supervise installation of the equipment. Purchaser shall at its sole expense furnish all necessary labor equipment, and materials needed for installation.

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

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

10. ACCEPTANCE OF PRODUCTS: Products will be deemed accepted without any claim by Purchaser unless written notice of non-acceptance is received by WesTech Engineering, LLC within 30 days of delivery if shipped F.O.B. point of shipment, or 48 hours of delivery if shipped F.O.B. point of destination. Such written notice shall not be considered received by WesTech Engineering, LLC unless it is accompanied by all freight bills for said shipment, with Purchaser's notations as to damages, shortages and conditions of equipment, containers, and seals. Non-accepted products are subject to the return policy stated below.

11. TAXES: Any federal, state, or local sales, use or other taxes applicable to this transaction, unless specifically included in the price, shall be for Purchaser's account.

12. TITLE: The equipment specified herein, and any replacements or substitutes therefore shall, regardless of the manner in which affixed to or used in connection with realty, remain the sole and personal property of WesTech Engineering, LLC until the full purchase price has been paid. Purchaser agrees to do all things necessary to protect and maintain WesTech Engineering, LLC's title and interest in and to such equipment; and upon Purchaser's default, WesTech Engineering, LLC may retain as liquidated damages any and all partial payments made and shall be free to enter the premises where such equipment is located and remove the same as its property without prejudice to any further claims on account of damages or loss which WesTech Engineering, LLC may suffer from any cause.

13. INSURANCE: From date of shipment until the invoice is paid in full, Purchaser agrees to provide and maintain at its expense, but for WesTech Engineering, LLC's benefit, adequate insurance including, but not limited

to, builders risk insurance on the equipment against any loss of any nature whatsoever.

14. SHIPMENTS: Any shipment of delivery dates recited represent WesTech Engineering, LLC's best estimate but no liability, direct or indirect, is assumed by WesTech Engineering, LLC for failure to ship or deliver on such dates.

WesTech Engineering, LLC shall have the right to make partial shipments; and invoices covering the same shall be due and payable by Purchaser in accordance with the payment terms thereof. If Purchaser defaults in any payment when due hereunder, WesTech Engineering, LLC may, without incurring any liability therefore to Purchaser or Purchaser's customers, declare all payments immediately due and payable with maximum legal interest thereon from due date of said payment, and at its option, stop all further work and shipments until all past due payments have been made, and/or require that any further deliveries be paid for prior to shipment.

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

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

15. WARRANTY: WesTech Engineering LLC warrants equipment it supplies only in accordance with the attached WesTech Warranty. This warranty is expressly given by WesTech and accepted by purchaser in lieu of all other warranties whether written, oral, express, implied, statutory or otherwise, including without limitation, warranties of merchantability and fitness for particular purpose. WesTech neither accepts nor authorizes any other person to assume for it any other liability with respect to its equipment. WesTech shall not be liable for normal wear and tear, corrosion, or any contingent, incidental, or consequential damage or expense due to partial or complete inoperability of its equipment for any reason whatsoever. The purchaser's exclusive and only remedy for breach of this warranty shall be the repair and or replacement of the defective part or parts within a reasonable time of WesTech's accepting the validity of a warranty claim made by the purchaser.

16. PATENTS: WesTech Engineering, LLC agrees that it will, at its own expense, defend all suits or proceedings instituted against Purchaser and pay any award of damages assessed against it in such suits or proceedings, so far as the same are based on any claim that the said equipment or any part thereof constitutes an infringement of any apparatus patent of the United States issued at the date of this Agreement, provided WesTech Engineering, LLC is given prompt notice in writing of the institution or threatened institution of any suit or proceeding and is given full control of the defense, settlement, or compromise of any such action; and Purchaser agrees to give WesTech Engineering, LLC needed information, assistance, and authority to enable WesTech Engineering, LLC so to do. In the event said equipment is held or conceded to infringe such a patent, WesTech Engineering, LLC shall have the right at its sole option and expense to a) modify the equipment to be non-infringing, b) obtain for Purchaser the license to continue using said equipment, or c) accept return of the equipment and refund to the Purchaser the purchase price thereof less a reasonable charge for the use thereof. WesTech Engineering, LLC will reimburse Purchaser for actual out-of-pocket expenses, exclusive of legal fees, incurred in preparing such information and rendering such assistance

at WesTech Engineering, LLC's request. The foregoing states the entire liability of WesTech Engineering, LLC, with respect to patent infringement; and except as otherwise agreed to in writing, WesTech Engineering, LLC assumes no responsibility for process patent infringement.

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

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

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

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

19. FORCE MAJEURE: Neither party hereto shall be liable to the other for default or delay in delivery caused by extreme weather or other act of God, strike or other labor shortage or disturbance, fire, accident, war or civil disturbance, act of government, pandemic, delay of carriers, failure of normal sources of supply, complete or partial shutdown of plant by reason of inability to attain sufficient raw materials or power, and/or other similar contingency beyond the reasonable control of the respective parties. The time for delivery specified herein shall be extended during the continuance of such conditions, or any other cause beyond such party's reasonable control. Escalation resulting from a Force Majeure event shall be equitably adjusted per the escalation policy stated above.

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

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

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

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

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

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

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

27. ARBITRATION NEGOTIATION: Any controversy or claim arising out of or relating to the performance of any contract resulting from this proposal or

contract issued, or the breach thereof, shall be settled by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered to any court having jurisdiction.

ACCEPTED BY PURCHASER

Customer Name: _____

Customer Address: _____

Contact Name: _____

Contact Phone: _____

Contact Email: _____

Signature: _____

Printed Name: _____

Title: _____

Date: _____

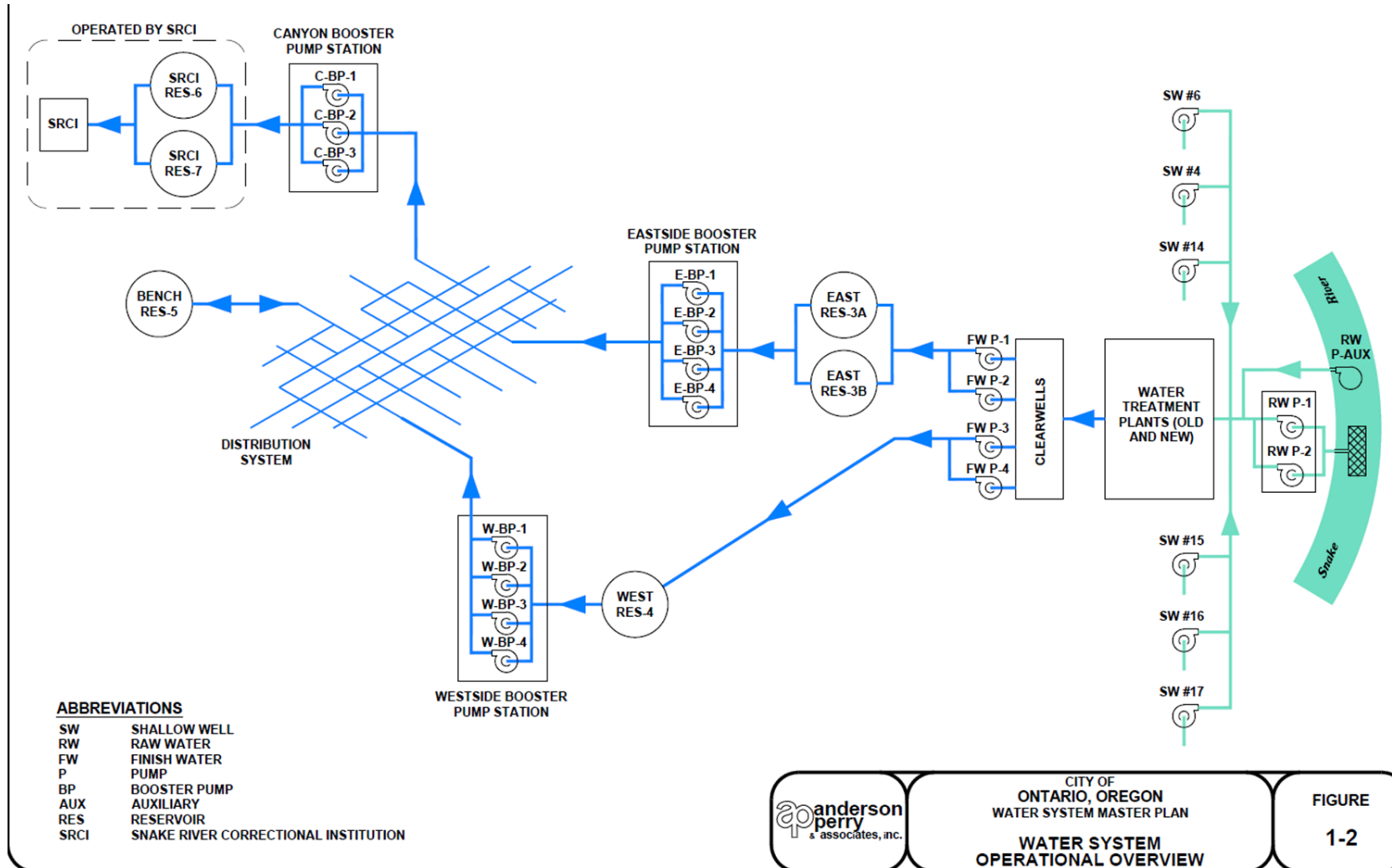


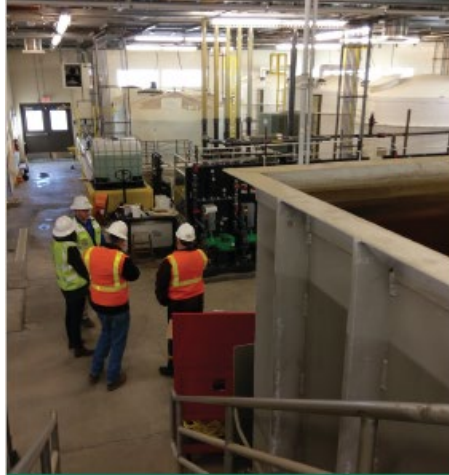
Sole Source Procurement Request: Water Treatment Equipment

City Council Meeting
August 23, 2022



The Drinking Water Infrastructure consists of....

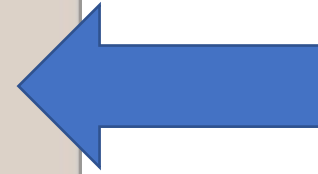




City of
Ontario, Oregon
WATER SYSTEM MASTER PLAN
2020



The Guide to System Improvements



engineering • surveying • natural resources
EUGENE, OR • WHEATVILLE, OR • REDFORD, OR • PORTLAND, OR

1901 N. Fir Street
La Grande, Oregon 97850
(541) 963-8309
www.andersonperry.com



TABLE ES-1
RECOMMENDED WATER SYSTEM IMPROVEMENT PROJECTS

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

*Assumed to include certification of existing City water rights.

**Includes 3 percent annual inflation to anticipated year of implementation.



Recommendations



- When built in 2005, the new Water Treatment Plant consisted of two WesTech Water Filtration Units with piping and a support pad to place a third unit in the future when needed;
- System demand now requires the addition of a third unit;
- The City Council approved a task order with Murraysmith to complete a detailed design for installation of the third unit.



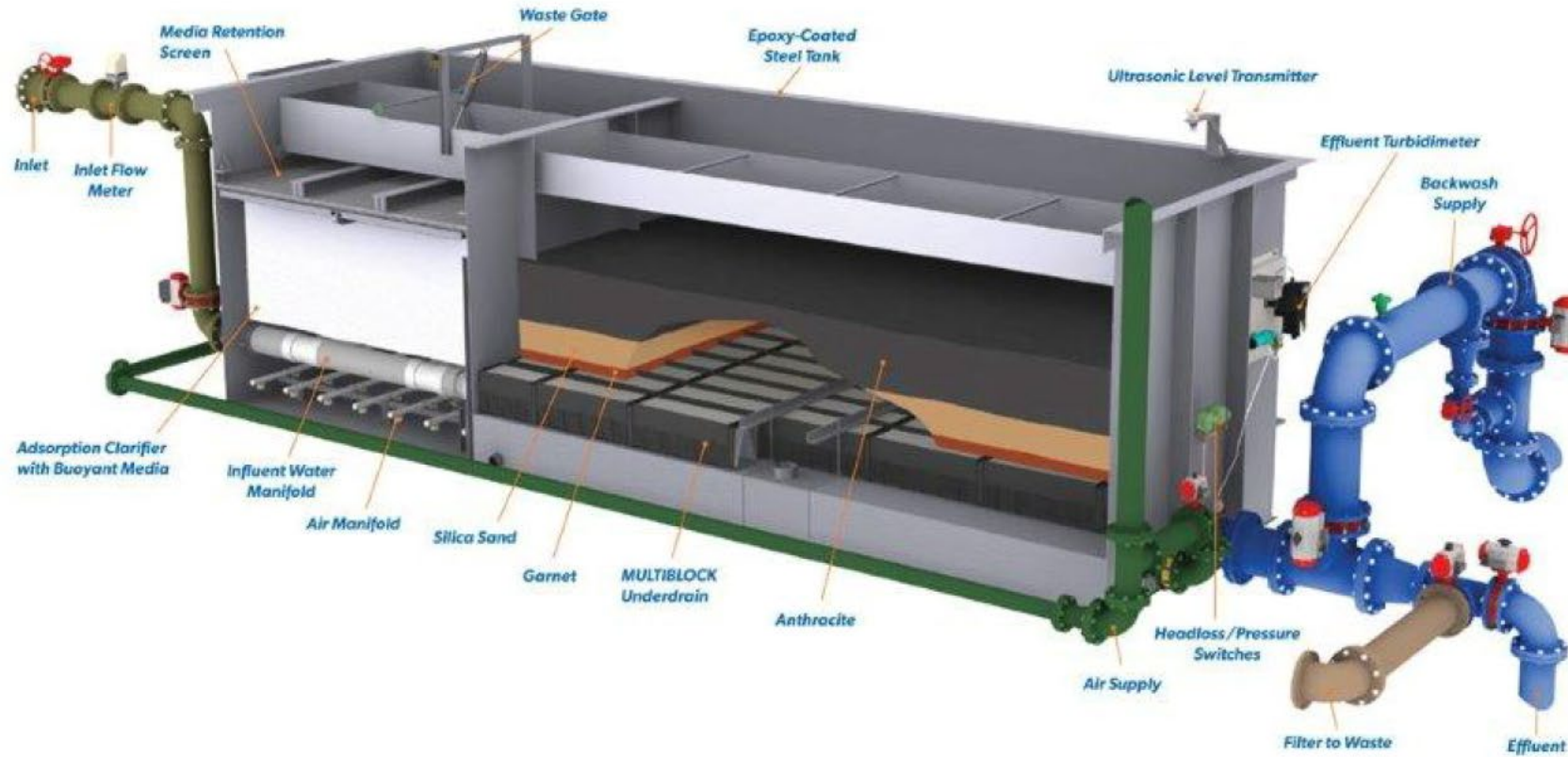


ONTARIO
OREGON





ONTARIO
OREGON



Commercial Proposal

Proposal Name: City of Ontario WTP

Proposal Number: 2230010

Friday, August 12, 2022

1. Bidder's Contact Information

Company Name	WesTech Engineering, LLC
Primary Contact Name	Adrian Williams
Phone	(801) 265-1000
Email	awilliams@westech-inc.com
Address: Number/Street	3665 S West Temple
Address: City, State, Zip	Salt Lake City, UT 84115

2. Firm Pricing

Currency: USD

Scope of Supply

A	One (1) Custom Trident® Package Treatment Unit	\$	760,000
	Taxes (sales, use, VAT, IVA, IGV, duties, import fees, etc.)		Not Included

Prices are valid for a period not to exceed 30 days from date of proposal.

Additional Field Service

Daily Rate (Applicable Only to Field Service Not Included in Scope)	\$1,200
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Pricing does not include field service unless noted in scope of supply, but is available at the daily rate plus expenses. The greater of a two week notice or visa procurement time is required prior to departure date. Our field service policy can be provided upon request for more details.

3. Payment Terms

Purchase Order Acceptance and Contract Execution	10%
Submittals Provided by WesTech	15%
Release for Fabrication	35%
Notification of Ready to Ship	40%

All payments are net 30 days. Partial shipments are allowed. An approved Letter of Credit is required if Incoterms CIF, CFR, DAP, CIP, or CPT are applicable. Payment is required in full for all other Incoterms prior to international shipment. Other terms per WesTech proforma invoice. Please note that the advising bank must be named as: Wells Fargo Bank, International Department, 9000 Flair Drive, 3rd Floor, El Monte, California 91731, USA.

4. Schedule

Submittals, after Purchase Order Acceptance and Contract Execution	12 to 14 weeks
Ready to Ship, after Receipt of Final Submittal Approval	24 to 26 weeks
Estimated Weeks to Ready to Ship	36 to 40 weeks*

*Customer submittal approval is typically required to proceed with equipment fabrication and is not accounted for in the schedule above. Project schedule will be extended to account for time associated with receipt of customer submittal approval.

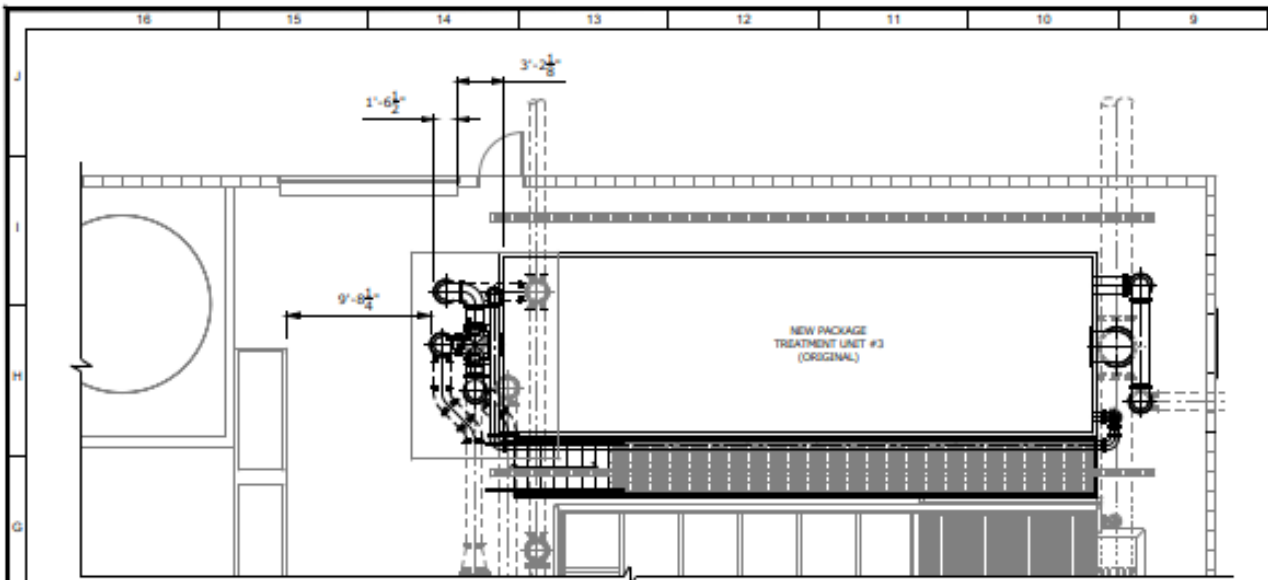
5. Freight

Domestic	FOB Shipping Point - Full Freight Allowed to Jobsite (FSP-FFA)	
From	Final Destination	Number of Trucks or Containers
WesTech Shops	Ontario, OR	TBD



ONTARIO
OREGON



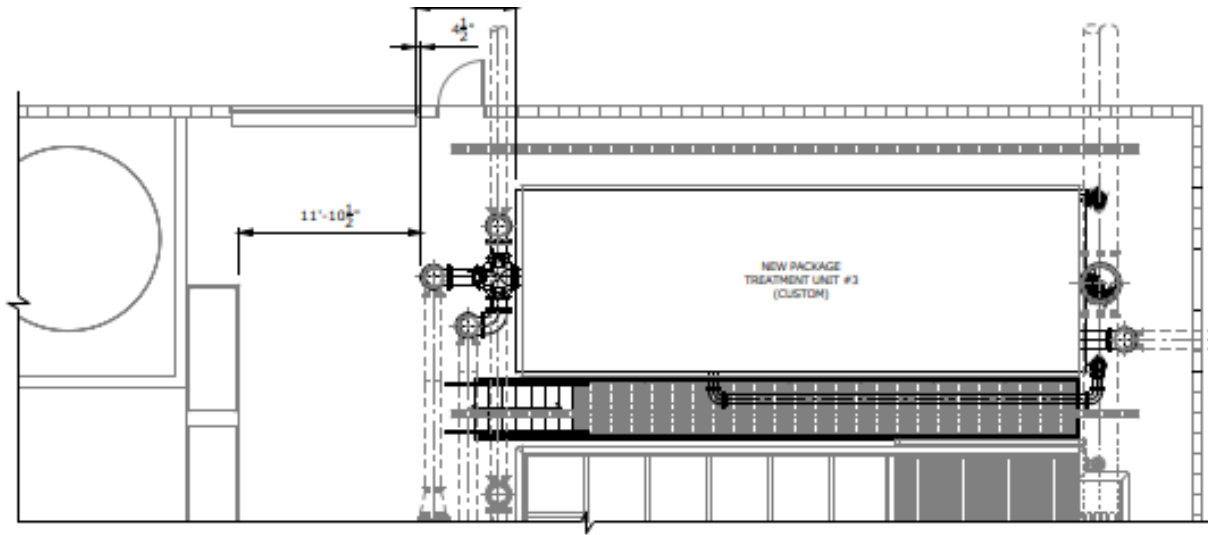



ORIGINAL UNIT PLAN
 SCALE: 3/16" = 1'-0"

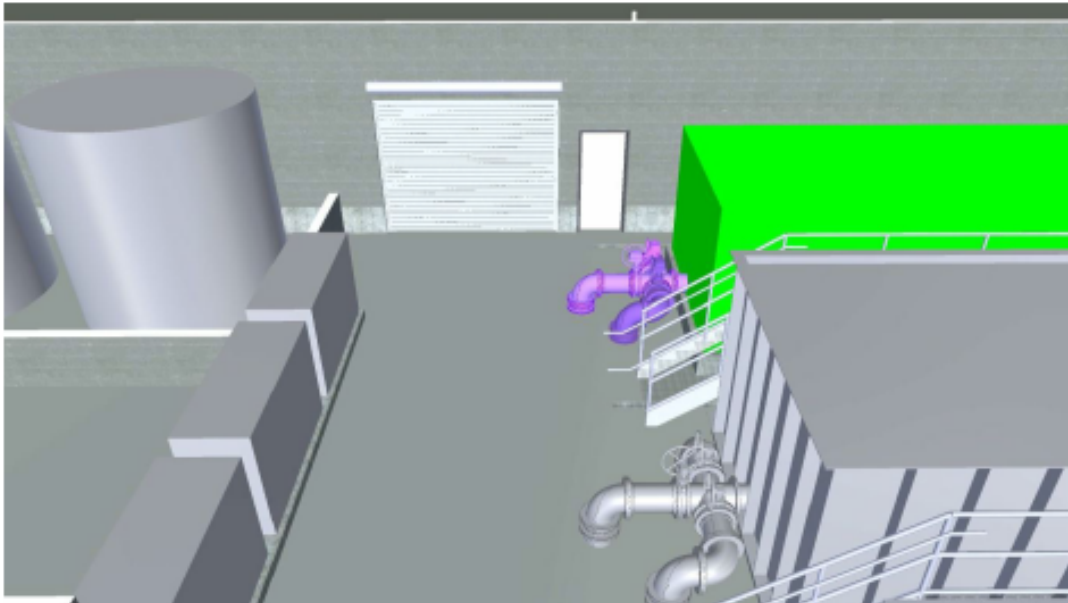


ORIGINAL UNIT 3D PERSPECTIVE
 SCALE: NTS





CUSTOM UNIT PLAN
SCALE: $\frac{3}{16}" = 1'-0"$



CUSTOM UNIT 3D PERSPECTIVE
SCALE: NTS



Arguments Supporting Sole Source Procurement

- Selecting Westech Trident Unit provides consistency in operations with the two existing Westech units and minimizes investment in standby media;
- Direct procurement by the City will save \$75-\$100K in contractor mark up and allow bidding closer to the delivery date which should in turn avoid price speculation 40 weeks in the future;
- Selecting a custom unit to fit the dimensions of the existing concrete support pad and piping will preserve the operational functionality of the current building and minimize staff time.



Questions?





**RECOVERY
MONTH 2022**

*Recovery is For Every **Person**, Recovery is For Every **Family**, Recovery is For Every **Community**,*

Recovery is For Everyone!

City of Ontario Recovery Month Proclamation

Mental health, substance use and harmful gambling behaviors affect all communities nationwide. With commitment and support, our family members, friends, colleagues, and community members with these disorders can achieve healthy lifestyles and lead rewarding lives in recovery. By seeking help, people who experience mental health, substance use and/or harmful gambling behaviors can embark on a new path toward improved health and overall wellness. The focus of our local theme for Recovery Month for September 2022 is "Recovery is For Every Person, Recovery is For Every Family, Recovery is For Every Community, Recovery is for Everyone!" To celebrate their journey, we recognize the challenges of recovery, and we support them! We realize the need to share resources and build networks that support recovery in all forms, as we are all part of the solution. Recovery Month and Hands Around the Park spreads the message that behavioral health is essential to one's overall health and wellness, and that prevention works, treatment is effective, and people do recover.

The impact of mental health and substance use disorders is apparent in our country, with 22 million people in the US suffering from an active addiction disorder, and 1 out of every 3 households being directly impacted by addiction. Oregon ranks first among all states for adults with substance use disorders and third in the nation for youth with substance use disorders. Additionally, an estimated 84,000 adult Oregonians have moderate or severe gambling disorders. These conditions in one way or another affect us all. Through Recovery Month, people become more aware and able to recognize the signs of mental health, substance use, and harmful gambling behaviors, which can help guide more people into needed treatment. Managing the effects of these conditions can help people achieve healthy lifestyles, both physically and emotionally.

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

We, as the City of Ontario, do hereby proclaim the month of September 2022 as

Mental Health, Substance Use, and Harmful Gambling Behaviors Recovery Month

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

Riley Hill, Mayor

Dan Cummings, City Manager

Tori Barnett, City Recorder



Jeff Halstead
PHOTOGRAPHY



©Jeff Halstead 6•15•19



SATURDAY
Oct 1, 2022

1345 Golf Course Rd.
Ontario, OR 97914

ontariospeedway.com
208-573-4255



Hotbox

Columbia
distributing



Jet Boat
Racing

Jeff Halstead
PHOTOGRAPHY



**AGENDA REPORT
OLD BUSINESS
August 23, 2022**

To: Mayor and City Council

FROM: Casey Mordhorst, Public Works Director

THROUGH: Danny K. Cummings, City Manager Pro Tem

SUBJECT: UPGRADE REQUEST: DUMP TRUCK

DATE: August 17, 2022

PROPOSED MOTION:

I MOVE THE CITY COUNCIL TO APPROVE A REQUEST TO UPGRADE THE HYDRAULICS AND SANDER ON THE 1999 VOLVO 10-YARD DUMP TRUCK FOR AN AMOUNT NOT TO EXCEED \$78,000.00 TO METROQUIP.

SUMMARY:

The CIP budget approved \$225,000 for the replacement of the 1999 Volvo 10-yd dump truck. After discussion in previous Council meetings, the funding can be used in the General Fund Contingency. The City Council requested quotes to upgrade the dump truck vs. replace it. The upgrade quote from MetroQuip was presented at the City Council meeting on August 9, 2022. These upgrades will be made utilizing the Sourcewell. These are nationally bid contracts that MetroQuip is a vendor of and the City of Ontario a member of.

BACKGROUND:

The Budget Committee approved \$225,000 in the FY 2022-2023 budget for the replacement of the 1999 Volvo 10-yd Dump Truck.

CURRENT SITUATION:

The hydraulic system is operated by cable controls that continually have issues which render the truck out of service. The sander is over 20 years old and is in need of being replaced.

ANALYSIS:

- A. **STRATEGIC PLAN** Making these upgrades to the dump truck will extend the useful life of the equipment. Having the truck in operation during the winter months is critical to the snow and ice removal for the community and airport.
- B. **FINANCIAL** Completing these upgrades to the dump truck will cost \$78,000, giving a savings to the general fund of \$147,000 that can be utilized in the general fund contingency for other needs.

- C. **TIMING** Approving this request now will allow the upgrades to be completed and the truck to be utilized this winter. Purchasing a new truck would be a year out from the date of ordering.
- D. **POLICY/LEGAL** Council approval is necessary to move forward on the action.

ALTERNATIVES:

If the Council were not to approve this request, the truck may or may not be available in times of need which would prolong the removal of snow and ice this winter.

RECOMMENDATION:

Staff recommends the Council approve these dump truck upgrades and give Public Works staff the approval to order the upgrades identified on the quote for an amount not to exceed \$78,000.

ATTACHMENTS:

1. dump truck hydraulics and sander quote-08042022150658



QUOTE

MetroQuip, Inc.

1953 E. Commercial
Meridian, ID 83642
ph:(208)344-3318 fax:(208)345-5931

QUOTATION NO. Hend/Force
DATE August 4, 2022
CUSTOMER ID Jacobs/Ontario
EXPIRATION DATE 30 Days

TO Casey Mordhorst
Jacobs/Ontario
1551 NW 9th St
Ontario, OR 97914
PH: 208-870-2844

casey.mordhorst@jacobs.com

SALESPERSON	FOB	PAYMENT TERMS	DUE DATE
Jeff McCoy (208)921-5332	Meridian, ID	Standard Terms and Conditions	

PRICING UTILIZING HENDERSON PRODUCTS SOURCEWELL CONTRACT #080818-HPI

QUANTITY	DESCRIPTION	UNIT PRICE	LINE TOTAL
1.00	Henderson 13' FSH-I 201 Stainless Steel Salt/Sand Spreader - Capacity - 9.0 CY - Dump body kit with Ratchet Straps - Included - Amber Strobe Light Installed - 2/EA Work Lights Installed at rear of unit - See specs for specific details - Customer to verify width and length of existing bed to ensure proper fit prior to order	\$23,583.00	\$23,583.00
1.00	Henderson Stainless Steel Sloped Leg Stand - Installed - See specs for specific details	\$10,036.00	\$10,036.00
1.00	Henderson Steel Surcharge	\$9,682.00	\$9,682.00
1.00	Henderson Sourcewell Discount Via Contract#080818-HPI	-\$3,361.00	-\$3,361.00
1.00	FORCE America Hydraulic Package - See attached for specific details	\$19,578.00	\$19,578.00
1.00	Project Details and Labor - Steam clean chassis, remove existing hydraulic package and components, install new FORCE America hydraulic tank left hand side, install hydraulic controls and enclosure, install all necessary lines, wire controllers, install sander, complete function test	\$13,650.00	\$13,650.00
1.00	Freight - FORCE American Package and Sander	\$4,000.00	\$4,000.00

This is a quotation for the goods named, subject to the conditions noted below. This quotation is valid for 30 days from date above unless otherwise noted. The prices do not include freight charges, sales tax, F.E.T., or other applicable taxes unless noted. All sales are subject to availability and/or prior sale.

To Accept this quotation, sign here and return: _____

SUBTOTAL	\$ 77,168.00
SALES TAX	-
TOTAL	\$ 77,168.00

THANK YOU FOR YOUR BUSINESS!



**AGENDA REPORT
OLD BUSINESS
August 23, 2022**

To: Mayor and City Council

FROM: Kari Ott, Finance Director

THROUGH: Danny K. Cummings, City Manager Pro Tem

SUBJECT: **RESOLUTION #2022-135: REALLOCATING FUNDS FROM DUMP TRUCK FUNDING TO SOFTBALL FIELDS AND CONTINGENCY**

DATE: August 18, 2022

PROPOSED MOTION:

I MOVE THE CITY COUNCIL APPROVE RESOLUTION #2022-135: A RESOLUTION TO REALLOCATE FUNDS FROM THE DUMP TRUCK TO SOFTBALL BACKSTOPS AND CONTINGENCY.

SUMMARY:

Attached is Resolution #2022-135.

BACKGROUND:

The City Council and Budget Committee approved a \$225,000 appropriation for a dump truck in the 2022-2023 budget. At the meeting on August 9, 2022, the City Council decided to overhaul the old dump truck instead of purchasing a new one.

CURRENT SITUATION:

The dump truck overhaul will cost \$78,000. This leaves \$147,000 which will be allocated \$25,000 to softball backstops and the remaining \$122,000 to contingency. The attached resolution reallocates the appropriations.

ANALYSIS:

- A. **STRATEGIC PLAN** No direct strategic plan impact.
- B. **FINANCIAL** The dump truck appropriations will be reduced by \$147,000, and there will be an increase to the softball backstop appropriations of \$25,000. The remaining \$122,000 will be added to the General Fund contingency and will increase the balance to \$368,639.
- C. **TIMING** As soon as the resolution is approved, the city could donate the funds for the softball backstops.

- D. **POLICY/LEGAL** A formal resolution approved by the City Council is required to spend funds per ORS 294.

ALTERNATIVES:

The Council could choose to leave the budgeted funds for the dump truck in the line item.

RECOMMENDATION:

Staff recommends the approval of Resolution #2022-135.

ATTACHMENTS:

1. Reso #2022-135 Reallocate Dumptruck Appropriations
2. 20220816_^Ontario High School



RESOLUTION #2022-135

A RESOLUTION TO REALLOCATE FUNDS FROM THE DUMP TRUCK TO SOFTBALL BACKSTOPS AND CONTINGENCY

- WHEREAS,** The City Council and Budget Committee approved \$225,000 funding for a dump truck in the 2022-2023 budget; **and**
- WHEREAS,** The City Council consensus at the August 9, 2022, meeting was to overhaul the old dump truck for \$78,000 and reallocate the remaining funds to the softball backstops and contingency; **and**
- WHEREAS,** The city desires to modify the 2022-2023 budget in order to transfer the appropriations.

NOW THEREFORE, BE IT HEREBY RESOLVED by the Ontario City Council, to approve the following adjustment to the fiscal year 2022-2023 budget:

Line Item	Item Description	FY 22-23 Budget	Amount of Change	Adjusted Budget
GENERAL FUND				
001-004-832100	Transfer to Street Fund	\$483,499	(\$147,000)	\$336,499
001-017-615567	Softball Backstops	\$ -	\$25,000	\$25,000
001-004-871000	Operating Contingency	\$246,639	\$122,000	\$368,639
STREET FUND				
045-000-458100	Transfer from Gen Fund	\$483,499	(\$147,000)	\$336,499
045-090-712110	10 YD Dump Truck	\$225,000	(\$147,000)	\$78,000

EFFECTIVE DATE: Effective immediately upon passage.

PASSED AND ADOPTED by the City Council of the City of Ontario this 23rd day of August 2022, by the following vote:

AYES:

NAYES:

ABSENT:

APPROVED by the Mayor this 23rd day of August, 2022.

Riley J. Hill, Mayor

ATTEST:

Tori Barnett, MMC, City Recorder



Ontario High School

1115 W. Idaho Ave. • Ontario, OR 97914
Phone (541) 889-5309 • Fax (541) 889-8117

Ken Martinez
Principal

Melissa Judson
Assoc. Principal

Nathan Sandberg
Assoc. Principal

Josh Mink
Athletic Director

August 16th 2022

Mayor Hill & City Council Members

As asked on Tuesday August 9th, 2022, below is a statement from Ontario School District regarding the Softball Field project being done at Ontario Middle School in the field between Idaho Ave and SW 2nd Ave.

Ontario School District is thankful to the work of Fran Halcom and community donors have done in the area of financial support to make improvements to softball and baseball fields at OMS. These upgrades will allow not only Ontario High School students, but also Ontario Recreation programs and other youth programs in the community to use the facilities.

Ontario School District recognizes the space as our own athletic facility. OSD currently maintains the area as expected and will continue to do so after the work of building two softball fields and a JV Baseball field is complete. OSD currently maintains grounds at all of our sites that include athletic facilities. These spaces include, soccer fields at Alameda and the Baseball Field at Ontario High School.

OSD would like to thank the city council members for their consideration in financial support to further the project that Fran and her donors have started and move towards completion.

Nicole Albisu
Superintendent

Josh Mink
OHS Athletics / Activities Director



**AGENDA REPORT
NEW BUSINESS
August 23, 2022**

To: Mayor and City Council

FROM: Paul Woods, City Engineer

THROUGH: Danny K. Cummings, City Manager Pro Tem

SUBJECT: **AMENDMENT #2 TO WASTEWATER SERVICES AGREEMENT: CITY OF ONTARIO AND SRCI**

DATE: August 12, 2022

PROPOSED MOTION:

I MOVE THE CITY COUNCIL TO APPROVE AMENDMENT #2 OF THE WASTEWATER SERVICES AGREEMENT BETWEEN THE CITY AND SRCI AND AUTHORIZE THE MAYOR TO SIGN ALL DOCUMENTS RELATED TO THE ACTION.

SUMMARY:

On February 6, 2020, the city and SRCI entered into an agreement for the city to provide wastewater services. As part of the agreement, SRCI assumed ownership of all wastewater related infrastructure within its property boundary, including collection piping and the headworks building. Over the past 18 months, a 2-inch diameter water line that feeds grinder equipment in the headworks building has failed on multiple occasions. SRCI desires to install a new 2-inch diameter water line. They would like to do so with the contractor currently performing the sewer line replacement work under contract with the city through a reimbursement agreement with SRCI. With City Council approval, SRCI will reimburse the city for completion of the work under Amendment #2 to the agreement.

BACKGROUND:

On February 6, 2020, the city and SRCI entered into an agreement for the city to provide wastewater services. As part of the agreement, SRCI assumed ownership of all wastewater related infrastructure within its property boundary, including collection piping and the headworks building. Over the past 18 months, a 2-inch diameter water line that feeds grinder equipment in the headworks building has failed on multiple occasions. SRCI desires to install a new 2-inch diameter water line. They would like to do so with the contractor currently performing the sewer line replacement work under contract with the city through a reimbursement agreement with SRCI.

CURRENT SITUATION:

With City Council approval, SRCl will reimburse the city for completion of the work as Amendment #2 to the agreement.

ANALYSIS:

- A. **STRATEGIC PLAN** The project is consistent with the goals of the city's Strategic Plan.
- B. **FINANCIAL** SRCl will provide the funding for the project through reimbursement under this agreement, so there is no financial impact to the city.
- C. **TIMING** Time is of the essence in order to allow the contractor to proceed while currently working on the siphon project.
- D. **POLICY/LEGAL** Contracts, to include amendments to original contracts that the city is a party to, must be approved by the city.

ALTERNATIVES:

If the City Council does not approve the amendment, the project will not move forward.

RECOMMENDATION:

Staff recommends approving Amendment #2 to the Wastewater Services Agreement between the City of Ontario and SRCl.

ATTACHMENTS:

1. SRCl Amendment #2 August 23 2022
2. Warrington Cost Estimate for SRCl 2 inch Water Line
3. Amendment No. 2 to Wastewater Agreement Final



Request to approve Amendment #2 to the City's wastewater services agreement with SRCI

City Council Meeting
August 23, 2022



Background

- On February 6, 2020, the City and SRCl entered into an agreement for the City to provide wastewater services;
- As part of the agreement, SRCl assumed ownership of all wastewater related infrastructure within its property boundary including collection piping and the headworks building;
- Over the past 18 months, a 2-inch diameter water line that feeds grinder equipment in the headworks building has failed on multiple occasions;
- SRCl desires to install a new 2-inch diameter water line and would like to do so with the contractor currently performing the sewer line replacement work under contract with the City with a reimbursement agreement with SRCl;
- With City Council approval, SRCl will reimburse the City for completion of the work as Amendment #2 to the agreement.





Snake River Correctional
Institution (SRCI)



Questions?



AMENDMENT #2

TO

AGREEMENT FOR THE CITY OF ONTARIO TO

PROVIDE WASTEWATER SERVICES TO THE

SNAKE RIVER CORRECTIONAL INSTITUTION

BETWEEN:

CITY OF ONTARIO

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

“City”

THE STATE OF OREGON

Acting by and through the Oregon Department of
Corrections

“DOC”

DATED: _____, 2022

RECITALS

- A. The City of Ontario (the “City”) and State of Oregon acting through the Oregon Department of Corrections (the “DOC”) entered into an Agreement for the City of Ontario to Provide Wastewater Services to the Snake River Correctional Institution, dated February 6, 2020, as amended by that certain Amendment #1 to Agreement for the City of Ontario to Provide Wastewater Services to the Snake River Correctional Institution, dated January 7, 2022 (as amended, the “Agreement”) for the City to supply, and the DOC to pay for, wastewater services for the Snake River Correctional Institution (the “SRCI”).
- B. Following the execution of Amendment #1, the City hired a construction contractor to perform the work necessary to complete the Siphon Project.
- C. The City and the DOC have identified the need to replace approximately 1,600 feet of existing 2-inch water line that supplies the SRCI sewer headworks facility to operate grinder pumps (the “Headworks Water Line Replacement Project”).
- D. The City and the DOC have negotiated with the Siphon Project contractor to perform the Headworks Water Line Replacement work for an amount totaling \$66,300.
- E. The Parties desire to amend the Agreement to set forth the terms and conditions for the DOC’s reimbursement of the City for the Headworks Water Line Replacement Project in accordance with the terms and conditions contained in this Amendment #2 to Agreement for the City of Ontario to Provide Wastewater Services to the Snake River Correctional Institution (this “Amendment”).

AMENDMENT

- 1. The foregoing recitals are true and correct and are incorporated into this Amendment.
- 2. Section 1.6 is amended in its entirety to read as follows:

“1.6 “SRCI-Specific Infrastructure” shall mean the City’s wastewater disposal structures that serve only SRCI and no other City wastewater customers. The SRCI-Specific Infrastructure is shown on Exhibit B, and consists of the following:

- 15” PVC gravity line (19,300 LF)
- 6” & 10” forcemain (7,900 LF)
- Headworks (including new 2” headworks water line (1,600 LF))
- Manholes
- Lower lift station, including pumps”

3. The following is added to the Agreement as Section 2.7:

“2.7 Headworks Water Line Replacement. The Parties agree to the following scope of work and method of payment for the Headworks Water Line Replacement Project:

2.7.1 The scope of work for the Headworks Water Line Replacement Project shall be the installation of approximately 1,600 feet of new, 250 psi-rate poly water line, 2-inches in diameter, adjacent to the existing water line alignment. The existing water line alignment shall remain in place. The new water line will be installed consistent with the State of Oregon plumbing code, connections will be made at each end, and asphalt will be repaired in disturbed areas. The City and the DOC agree there is no need for engineering drawings to direct the work and no as-built drawings will be prepared after completion of the work. The City will conduct up to four (4) inspections during the performance of the work and will complete a pressure test prior to acceptance of the work, consistent with the State of Oregon plumbing code.

2.7.2 Upon substantial completion, the City will provide the DOC with a final statement of all Headworks Water Line Replacement Project costs incurred by the City. Upon receipt of the City’s final statement, the DOC shall have 90 days within which to submit a reimbursement payment to the City without incurring any interest charges. If the DOC fails to fully reimburse the City for the Headworks Water Line Replacement Project costs, the City will be entitled to charge interest on the unpaid portion at the simple interest rate of 3% per annum.

2.7.3 Except as otherwise agreed to by the Parties in writing, the maximum not-to-exceed compensation payable by DOC to the City for the Headworks Water Line Replacement Project under this Section 2.7 is \$66,300.00. If the City expects to incur costs in excess of \$66,300 for the Headworks Water Line Replacement Project, the City shall provide notice to DOC of the expected additional costs. This notice shall include a detailed statement that describes the circumstances giving rise to the increased costs. Thereafter, DOC shall review the notice and the City shall provide any additional documentation and information requested by DOC concerning the increased costs. If an agreement over payment of the increased costs cannot be mutually and reasonably reached, the Parties agree to resolve the dispute according to the terms of Section 8.4 of the Agreement. DOC shall not unreasonably condition, withhold, and/or delay DOC’s agreement to pay any costs exceeding \$66,300.”

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

[Signatures on following page.]

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

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

City of Ontario, Oregon

By: _____
Riley Hill, Mayor

State of Oregon, by and through the Department of Corrections

By: _____
Colette Peters, Director



**AGENDA REPORT
NEW BUSINESS
August 23, 2022**

To: Mayor and City Council

FROM: Justin Zysk, Airport Manager

THROUGH: Danny K. Cummings, City Manager Pro Tem

SUBJECT: RESOLUTION #2022-136: SUPPORT A VISION ZERO POLICY

DATE: August 16, 2022

PROPOSED MOTION:

I MOVE THE CITY COUNCIL TO ADOPT RESOLUTION #2022-136: A RESOLUTION TO ADOPT A GOAL TO REDUCE TRAFFIC RELATED-FATALITIES AND SERIOUS INJURIES, AND SUPPORTING A VISION ZERO POLICY IN THE CITY OF ONTARIO.

SUMMARY:

The city is applying for a Safe Streets and Roads For All Grant. To demonstrate the city's commitment to creating safe streets and roads for all, the attached resolution was prepared for City Council adoption. In summary, the resolution states that the City Council supports the development of a Comprehensive Safety Action Plan and pledges to the goal of "Vision Zero", which commits to working towards the goal of zero deaths in Ontario by the year 2027.

BACKGROUND:

The Bipartisan Infrastructure Law established the new Safe Streets and Roads for All (SS4A) discretionary program with \$5 billion in appropriated funds over the next five years. In FY22, up to \$1 billion is available. The SS4A program funds regional, local, and tribal initiatives through grants to prevent roadway deaths and serious injuries. The SS4A program supports Secretary of Transportation Pete Buttigieg's National Roadway Safety Strategy and the Department of Transportation's (DOT) goal of zero deaths and serious injuries on our nation's roadways.

The following activities are eligible for the SS4A program:

1. Develop or update a Comprehensive Safety Action Plan (Action Plan).
2. Conduct planning, design, and development activities in support of an Action Plan.
3. Carry out projects and strategies identified in the Action Plan.

CURRENT SITUATION:

The SS4A program will have funding available for the next five years. However, it is unlikely that the DOT will accept a grant application for the following activities:

2. Conduct planning, design, and development activities in support of an Action Plan

OR

3. Carry out projects and strategies identified in an Action Plan

UNTIL

1. An Action Plan has been developed.

The grant is due on September 15, 2022, and the application will be for activity #1, which is to develop a Comprehensive Safety Action Plan. The Action Plan will prepare the city to apply for the other two activities in future years. Adopting a resolution that supports developing an Action Plan and that pledges to the goal of "Vision Zero," zero deaths in Ontario by the year 2027, will demonstrate the city's commitment to creating Safe Streets and Roads for All.

ANALYSIS:

- A. **STRATEGIC PLAN** This item will aid in supporting Desirability and Lifestyle in Ontario.
- B. **FINANCIAL** No financial impact.
- C. **TIMING** The Safe Streets and Roads for All grant application is due September 15, 2022. In order to state in the grant application that the City Council has announced formal support for the goals associated with the grant, the resolution would need to be adopted at this meeting or at the September 6, 2022 meeting.
- D. **POLICY/LEGAL** A resolution needs to be adopted by the City Council to demonstrate formal support for a policy position.

ALTERNATIVES:

The alternative is to not pass the resolution.

RECOMMENDATION:

Staff recommends approving Resolution #2022-136.

ATTACHMENTS:

- 1. Reso #2022-136 Support A Vision Zero Policy



RESOLUTION #2022-136

A RESOLUTION TO ADOPT A GOAL TO REDUCE TRAFFIC RELATED-FATALITIES AND SERIOUS INJURIES AND SUPPORTING A VISION ZERO POLICY IN THE CITY OF ONTARIO

- WHEREAS,** tragically, approximately 3.4 people are killed in traffic-related incidents every year in Ontario; and
- WHEREAS,** minority and low-income communities face a disproportionate risk of serious injuries and fatalities in connection with traffic-related incidents; and
- WHEREAS,** fatalities and serious injuries caused by traffic-related incidents are devastating and a serious public safety issue that necessitates public action; and
- WHEREAS,** the City Council of Ontario recognizes that traffic-related fatalities and serious injuries are preventable and not inevitable and commits to working collaboratively with a diverse group of stakeholders in Ontario to identify and implement evidence-based projects and programs that reduce the potential for serious traffic-related injuries and fatalities in our community.

THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ONTARIO, OREGON THAT:

SECTION 1. The above recitals are true, correct, and adopted hereby as findings, purpose, and intent of the City Council.

SECTION 2. The City Council of the City of Ontario supports the development of a Comprehensive Safety Action Plan, a holistic, well-defined, and evidence-based strategy to prevent roadway fatalities and serious injuries in the Ontario.

SECTION 3. The City Council of the City of Ontario pledges to the goal of “Vision Zero,” which commits to working towards the goal of zero deaths in Ontario by the year of 2027.

EFFECTIVE DATE: Immediately upon passage.

PASSED AND ADOPTED by the Ontario City Council this 23rd day of August 2022, by the following vote:

AYES:

NAYS:

ABSENT:

APPROVED by the Mayor this 23rd day of August 2022.

ATTEST:

Riley J. Hill, Mayor

Tori Barnett, MMC, City Recorder



**AGENDA REPORT
NEW BUSINESS
August 23, 2022**

To: Mayor and City Council

FROM: Kari Ott, Finance Director

THROUGH: Danny K. Cummings, City Manager Pro Tem

SUBJECT: RESOLUTION #2022-137: POLICE RADIO REPAIRS

DATE: August 18, 2022

PROPOSED MOTION:

I MOVE THE CITY COUNCIL APPROVE RESOLUTION #2022-137: A SUPPLEMENTAL BUDGET TO APPROPRIATE CARRYOVER 2021-2022 RADIO EQUIPMENT FUNDING

SUMMARY:

Attached is Resolution #2022-137.

BACKGROUND:

In the 2021-2022 budget a police radio infrastructure budget for \$175,701 was approved. Due to timing issues with staffing shortages and getting bids, the project didn't get started in 2021-2022. The radio system still needs to be updated.

CURRENT SITUATION:

Recently, a portion of the radio system went down and this project became an emergency. The City Council was polled by the City Manager and received approval to make the emergency purchases and get the equipment ordered.

The equipment cost is \$69,002 and is substantially less than the estimate that had been given for the 2021-2022 budget. The Ontario Police Department also needs to replace in-car radios, which the city has been slowly been trying to do. Staff is requesting \$40,000 of the extra radio budget to purchase the remaining 10 in-car radios. The in-car radios will be P25 capable.

ANALYSIS:

- A. **STRATEGIC PLAN** The equipment purchase falls under Desirability Strategy 3 to keep public safety equipment current in order to keep employees and citizens safe.
- B. **FINANCIAL** \$109,002 will be spent from the Reserve Fund Public Safety Department. This is still \$66,699 less than the 2021-2022 budgeted funds.

- C. **TIMING** The radio system could go down at anytime. This needs to be approved as soon as possible.
- D. **POLICY/LEGAL** A formal resolution approved by the City Council is required to spend funds per ORS 294.

ALTERNATIVES:

- 1. The City Council could choose not to approve the resolution. This would not allow for the radio expenses.
- 2. The City Council could choose not to fund the car radios and could slowly replace them in future budgets.

RECOMMENDATION:

Staff recommends the approval of Resolution #2022-137.

ATTACHMENTS:

- 1. Reso #2022-137 Supplemental Budget Police Radio Repairs



RESOLUTION #2022-137

A SUPPLEMENTAL BUDGET TO APPROPRIATE CARRYOVER 2021-2022 RADIO EQUIPMENT FUNDING

- WHEREAS,** The City Council and Budget Committee approved \$175,701 in radio system funding in the 2021-2022 budget; **and**
- WHEREAS,** The project was not completed in 2021-2022 and needs to be appropriated in 2022-2023; **and**
- WHEREAS,** The radio system recently had a portion of the system go down and the repairs were needed on an emergency basis; **and**
- WHEREAS,** The total radio infrastructure upgrade project will be substantially less than budgeted in 21-22 and will cost \$69,002; **and**
- WHEREAS,** The OPD also needs to replace 10 in-car radios, which will cost approximately \$40,000; **and**
- WHEREAS,** The City desires to modify the 2022-2023 budget in order to appropriate radio funds.

NOW THEREFORE, BE IT HEREBY RESOLVED by the Ontario City Council, to approve the following adjustment to the fiscal year 2022-2023 budget:

Line Item	Item Description	FY 22-23 Budget	Amount of Change	Adjusted Budget
RESERVE FUND – PUBLIC SAFETY DEPARTMENT				
055-000-406060	Available Cash – Public Safety	\$304,794	\$109,002	\$413,796
055-131-712105	Radio Equipment	\$ -	\$109,002	\$109,002

EFFECTIVE DATE: Effective immediately upon passage.

PASSED AND ADOPTED by the City Council of the City of Ontario this 23rd day of August 2022, by the following vote:

AYES:

NAYES:

ABSENT:

APPROVED by the Mayor this 23rd day of August, 2022.

Riley J. Hill, Mayor

ATTEST:

Tori Barnett, MMC, City Recorder



**AGENDA REPORT
PUBLIC HEARING
August 23, 2022**

To: Mayor and City Council

FROM: Paul Woods, City Engineer

THROUGH: Danny K. Cummings, City Manager Pro Tem

SUBJECT: CDBG SEWER LINE REPLACEMENT PROJECT CLOSE OUT

DATE: August 12, 2022

PROPOSED MOTION:

I MOVE THE CITY COUNCIL TO APPROVE CLOSING THE CDBG SEWER LINE REPLACEMENT PROJECT AND DIRECT STAFF TO SUBMIT ALL NECESSARY CLOSE OUT DOCUMENTATION AS REQUIRED BY THE GRANT.

SUMMARY:

In 2020, the city was awarded a \$2.5 million CDBG grant to repair sewer lines in an area where high infiltration rates were observed. Keller Associates completed a detailed design and bid package for completion of the project. The bid solicitation was regionally advertised and seven prime companies were engaged during the bid period. The City Council awarded a contract to IMCO Construction on July 13, 2021, in the amount of \$2,700,044 for completion of the work that consisted of approximately 11,000 feet of sewer line replacement. One change order was granted by City Council in the amount of \$100,000 to cover unexpected conditions during the project. The project is now complete with total expenditures of \$2,991,444. CDBG rules require the City Council to hold a project close out public hearing.

BACKGROUND:

In 2020, the city was awarded a \$2.5 million CDBG grant to repair sewer lines in an area where high infiltration rates were observed. Keller Associates completed a detailed design and bid package for completion of the project. The bid solicitation was regionally advertised and seven prime companies were engaged during the bid period. The City Council awarded a contract to IMCO Construction on July 13, 2021, in the amount of \$2,700,044 for completion of the work that consisted of approximately 11,000 feet of sewer line replacement. One change order was granted by City Council in the amount of \$100,000 to cover unexpected conditions during the project. The project is now complete with total expenditures of \$2,991,444.

CURRENT SITUATION:

The project is now complete and CDBG rules require the City Council to hold a final project close out public hearing.

ANALYSIS:

- A. **STRATEGIC PLAN** The project is consistent with the goal's of the city's Strategic Plan.
- B. **FINANCIAL** All financial matters have been approved by Council in prior actions.
- C. **TIMING** With the project complete, the timing is appropriate for the close out hearing.
- D. **POLICY/LEGAL** The public hearing is required as a condition of receiving the grant funds.

ALTERNATIVES:

None.

RECOMMENDATION:

Staff recommends approving close out of the project.

ATTACHMENTS:

1. City Council Presentation for CDBG Project Close Out



CDBG Sewer Line Replacement Project Close Out

City Council Meeting
August 23, 2022



Background

- In 2020, the City was awarded a \$2.5 million CDBG grant to repair sewer lines;
- Keller Associates completed a detailed design and bid package for completion of the project;
- The bid solicitation was regionally advertised and seven prime companies held plan documents and engaged during the bid period;
- The City Council awarded a contract to IMCO Construction on July 13, 2021 in the amount of \$2,700,044 for completion of the work that consisted of approximately 11,000 feet of sewer line replacement;
- One change order was granted by City Council in the amount of \$100,000 to cover unexpected conditions during the project;
- The project is now complete with total expenditures of \$2,991,444.

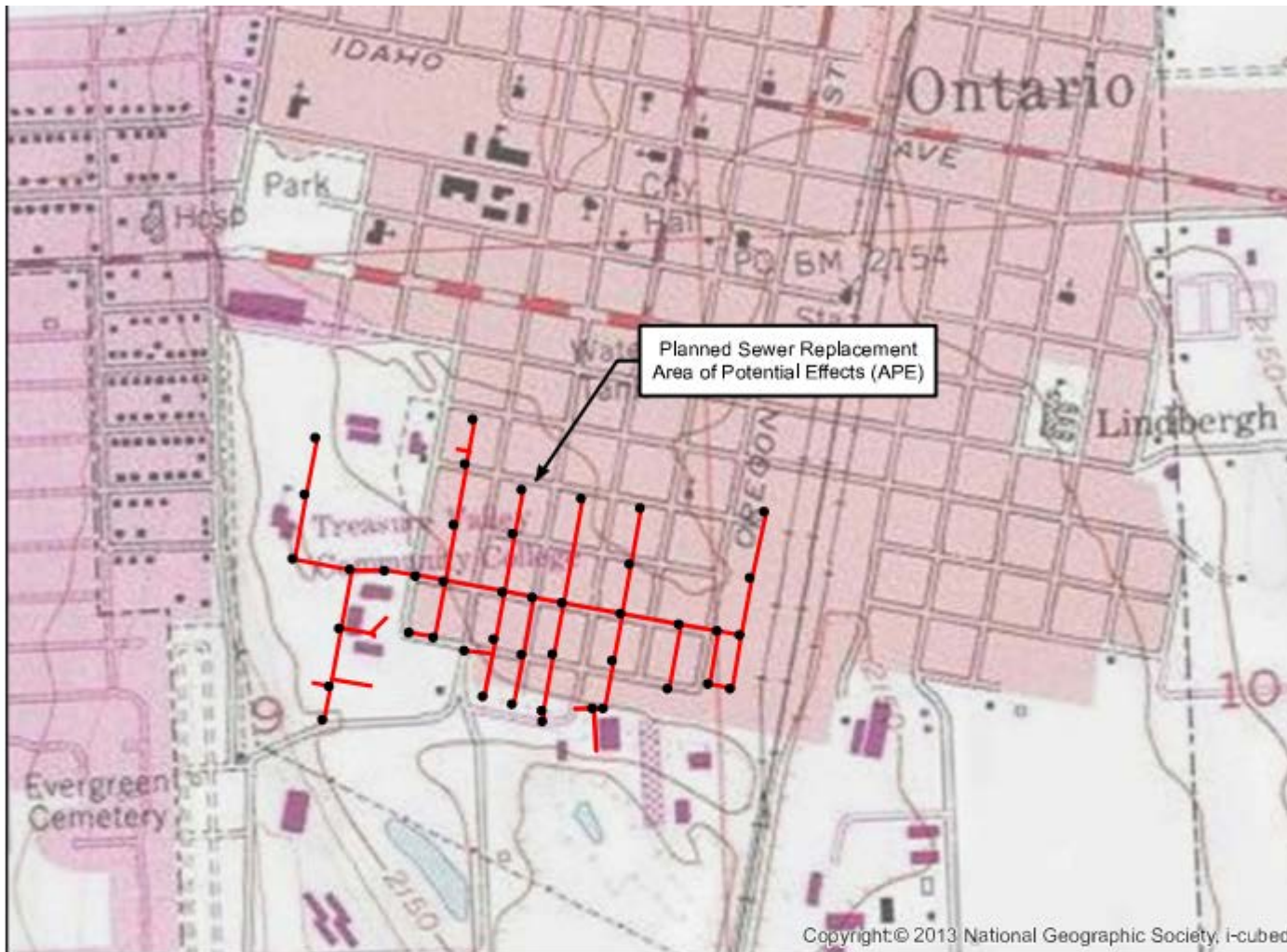


Final Budget



	<u>CDBG Funding</u>	<u>City Match Funding</u>	<u>Total Budget</u>
Engineering	\$ 56,700	\$ 14,300	\$ 71,000
Construction	\$ 2,385,300	\$ 458,744	\$ 2,844,044
Labor Standards and Grant Administration	\$ 5,000	\$ 18,000	\$ 23,000
Cultural	\$ 53,000		\$ 53,000
Legal	\$ -		\$ -
<u>Environmental Review</u>	<u>\$ -</u>	<u>-</u>	<u>\$ -</u>
Total	\$ 2,500,000	\$ 491,044	\$ 2,991,044





LEGEND

- Area of Potential Effects (APE)
- Manholes in APE

Notes:

1. APE contains 11,700 linear feet of sewer lines and 43 manholes.
2. Topo map is from the United States Geologic Survey (USGS).





ONTARIO
OREGON

09.15.03 08:30

Upstream MH No: AMH 'E14-18'

Downstream MH No: AMH 'E14-13'

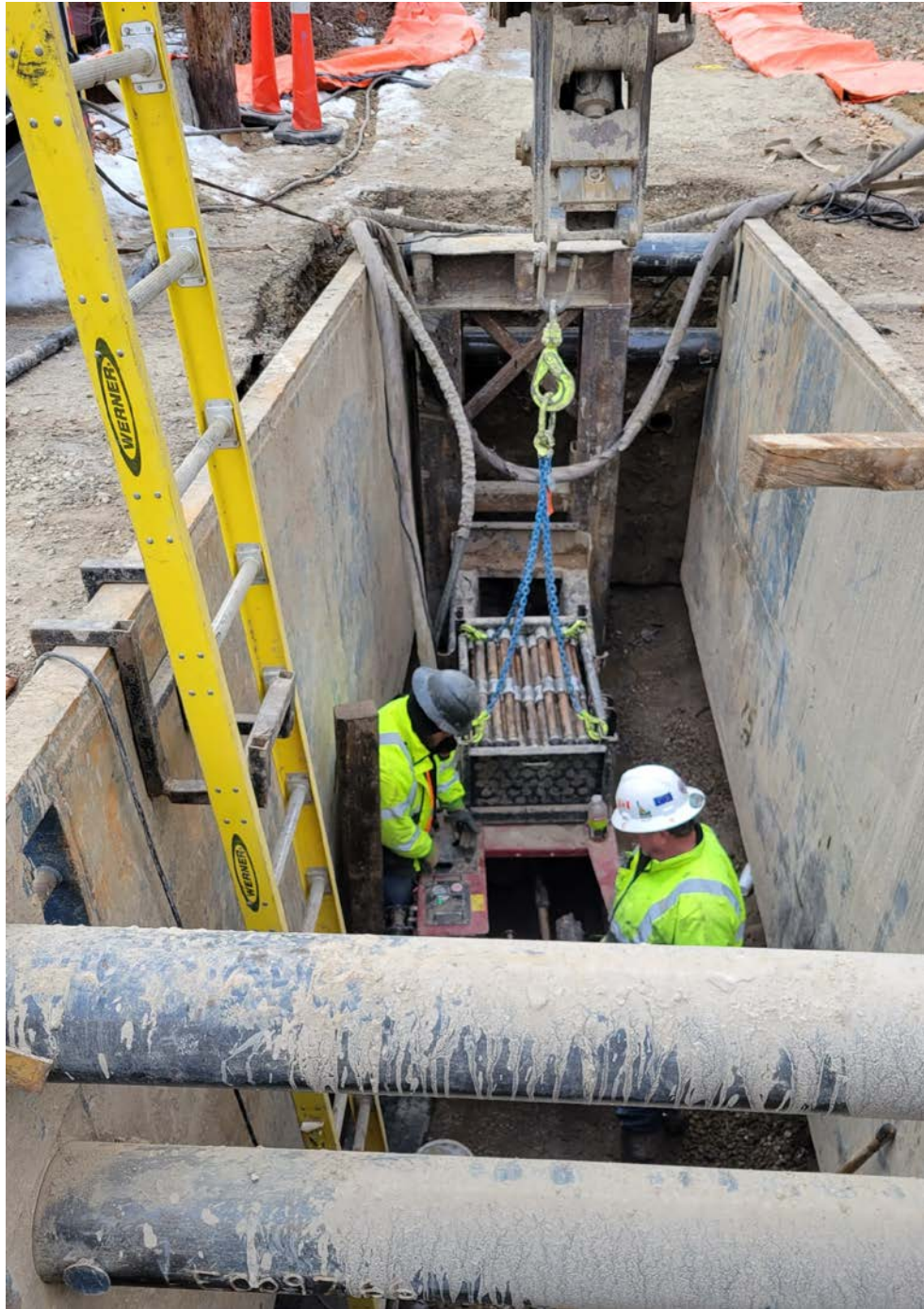
ONTARIO SANITARY SEWER PROJECT -AMH 'E14-18'-AMH 'E14-13'-





ONTARIO
OREGON













Project Results

Arsenic Concentration in collection system before the project: 10 parts per billion

Arsenic Concentration in collection system after the project: 2 parts per billion



Questions or Comments?





**AGENDA REPORT
PUBLIC HEARING
August 23, 2022**

To: Mayor and City Council

FROM: Dan Cummings, Community Development Director

THROUGH: Danny K. Cummings, City Manager Pro Tem

SUBJECT: **ORDINANCE #2813-2022: PROCLAIMING THE REZONING OF CERTAIN PROPERTY WITHIN THE CITY OF ONTARIO FROM HEAVY INDUSTRIAL (I-2) TO GENERAL COMMERCIAL (C-2)**

DATE: August 18, 2022

PROPOSED MOTION:

A. APPROVAL:

1. I MOVE THE CITY COUNCIL TO ACCEPT THE RECOMMENDATION OF THE PLANNING COMMISSION AND APPROVE THE FINDINGS OF FACTS OF FACTS FOR THE REZONE OF THE SUBJECT PROPERTY FROM HEAVY INDUSTRIAL (I-2) TO GENERAL COMMERCIAL (C-2) AS SET FORTH IN PLANNING ACTION 2022 2022-06-26RZ BASED ON THE INFORMATION, FINDINGS AND CONCLUSIONS SET FORTH IN THIS REPORT.

2. IN ACCORDANCE WITH SECTION 8.2(2) OF THE CITY CHARTER, I MOVE THE CITY COUNCIL TO APPROVE ORDINANCE #2813-2022 AN ORDINANCE PROCLAIMING THE REZONING OF CERTAIN PROPERTY WITHIN THE CITY OF ONTARIO FROM HEAVY INDUSTRIAL (I-2) TO GENERAL COMMERCIAL (C-2) AS SET FORTH IN ACTION 2022-06-26RZ, AT A SINGLE MEETING BY TITLE ONLY.

IF THE VOTE IS UNANIMOUS:

3. IN ACCORDANCE WITH SECTION 8.2(2) OF THE CITY CHARTER, I MOVE THE CITY COUNCIL TO APPROVE ORDINANCE #2813-2022 AN ORDINANCE PROCLAIMING THE REZONING OF CERTAIN PROPERTY WITHIN THE CITY OF ONTARIO FROM HEAVY INDUSTRIAL (I-2) TO GENERAL COMMERCIAL (C-2) AS SET FORTH IN ACTION 2022-06-26RZ, AT A SINGLE MEETING BY TITLE ONLY.

B. DENIAL:

1. I MOVE THE CITY COUNCIL TO DENY THE REQUEST FOR REZONE OF THE SUBJECT PROPERTY FROM HEAVY INDUSTRIAL (I-2) TO GENERAL COMMERCIAL (C-2) AS SET FORTH IN ACTION 2022-06-26RZ BASED ON THE FOLLOWING LEGAL REASONS (NEED TO LIST THE LEGAL DENIAL FINDINGS):

SUMMARY:

The applicants/owner J Ruiz Enterprises, LLC, owns a parcel, known as Tax Map 18S4705, tax lot 3603. Said tax lot is currently zoned Heavy Industrial (I-2) and the applicant would like to rezone the property to General Commercial as a transitional zone between the Heavy Industrial lands and the Residential lands.

BACKGROUND:

The applicant owns the subject property, as well as the adjacent lands to the west, and is in the process of developing the Heavy Industrial lands to the west. Applicant wishes to be a good neighbor to the property owner to the east of this parcel, currently zoned residential, by providing a compatible zone which would allow transitional development of alternate housing (RV Park) adjacent to the residential zone, providing a buffer for the residential zone.

CURRENT SITUATION:

The proposed development must comply with applicable provisions of the OCC (City of Ontario Zoning Ordinance as set forth in the Ontario City Code), and the City of Ontario Comprehensive Plan. Generally, unless otherwise noted, if a request is found to be consistent with the Zoning Ordinance, it is considered to be consistent with the Comprehensive Plan and a planned development is an approved zoning under the comprehensive plan and is recognized as a much needed type of development to meet the needs of the community to provide for emergency response agency training as well as other city/county agencies.

A. Rezone

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

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

f. The property affected by the proposed change of zone is properly related to streets and public facilities and with services adequate to meet the demands of the uses allowed in the new zone.

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

Findings:

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

The proposed zone change is in conformance with the statewide planning goal in providing new much needed affordable housing.

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

The rezone is not in conformance with the Comprehensive plan map and a map change will be needed. But the change is in conformance with the plan in needed alternate affordable housing, which is the current goal of the State.

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

There was not necessarily a mistake made in the original zones, but the current social market for compatibility as well as alternative methods of affordable housing makes this zone change appropriate for current conditions as well as provide a transition between non-compatible zones.

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

There is a huge need for alternative affordable housing as well as work force housing and this is not necessarily granting of a special privilege as there is a need for this type of housing in this area as well as because there are other commercial type uses within the industrial lands adjacent hereto.

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

The parcel is capable of providing approximately 29 to 30 RV spaces for use as transitional and work force housing.

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

The property is fronted on the North by Malheur Drive and on the West by N. Dorian Drive which said Dorian Drive will be the access to the property and will be developed to city standards with this and other development on the property to the west. Sewer and water are available to the parcel with plenty of capacity.

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

This rezone will provide for a good transition between the two principal zones and the proposed development is not normally subject to adverse conditions to adjacent zones.

Summary Conclusions: Based on the findings above:

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

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

c. The applicant states in finding 3, that there has been a change in current conditions and the need for alternative housing is needed, as well as a buffer between non-compatible zones. Therefore, there is a change in social conditions, and it demonstrates that this criterion is met. CRITERION IS MET

d. As noted in applicant's finding 4, rezoning from the Industrial zones to the Commercial zone would not be considered as the granting of a special privilege to a single property or group of property owners as it is providing alternative housing which is needed for all citizens as well as the surrounding area. CRITERION IS MET

e. As noted in the findings 5, the subject property size is adequate to demonstrate consistency with this criterion. CRITERION IS MET

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

g. The applicant states in finding 7 above, that while the impact on surrounding properties will be low, with the proposed change in zoning, compliance with present City of Ontario ordinances will be essential in eliminating these issues. The permitted uses are related to low volume traffic and uses which do not lend themselves to the creation of significant amounts of noise or other discharges of dust or odor into the air are uncommon in this type of use. CRITERION IS MET

Final Conclusion: ALL CRITERIA ARE MET

SUMMARY CONCLUSIONS AND PLANNING COMMISSION DECISION

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

At a Public Hearing on August 8, 2022, the Planning Commission moved to approve the findings of facts and sent a favorable recommendation to the City council to approve the rezone request.

ANALYSIS:

- A. **STRATEGIC PLAN** This project falls under the Desirability and Lifestyle goals of the City Council's five-year Strategic Plan.
- B. **FINANCIAL** There is no direct cost to the city.
- C. **TIMING** The rezoning of this property is needed in a timely manner to allow for construction of new facilities.
- D. **POLICY/LEGAL** The proposed development must comply with applicable provisions of the OCC (City of Ontario Zoning Ordinance as set forth in the Ontario City Code), and the City of Ontario Comprehensive Plan. Generally, unless otherwise noted, if a request is found to be consistent with the zoning ordinance, it is consistent with the Comprehensive Plan.

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

ALTERNATIVES:

The City Council could table the action until a time certain if more information is needed to make a decision or send it back to the Planning Commission for more information and findings.

RECOMMENDATION:

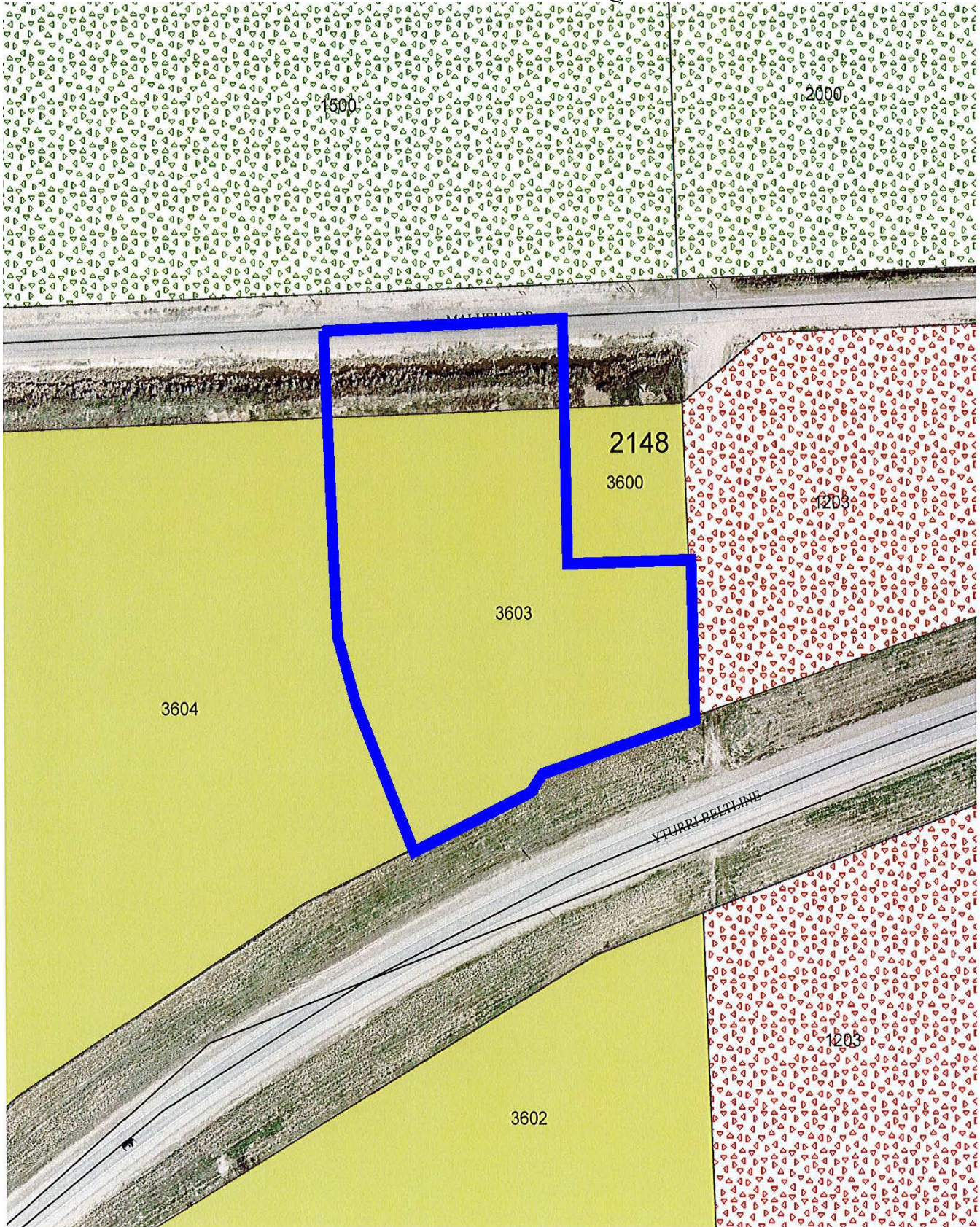
Staff recommends that the City Council approve and adopt the findings of facts and approve Ordinance #2813-2022, an ordinance approving the rezone from Heavy Industrial (I-2) to General Commercial (C-2) zone of the subject property.

ATTACHMENTS:

1. Attachment 1_Before
2. Attachment 2_After
3. Attachment 3_Parcel Map
4. Attachment 4_Rezone Description
5. Attachment 5 Ord #2813-2022

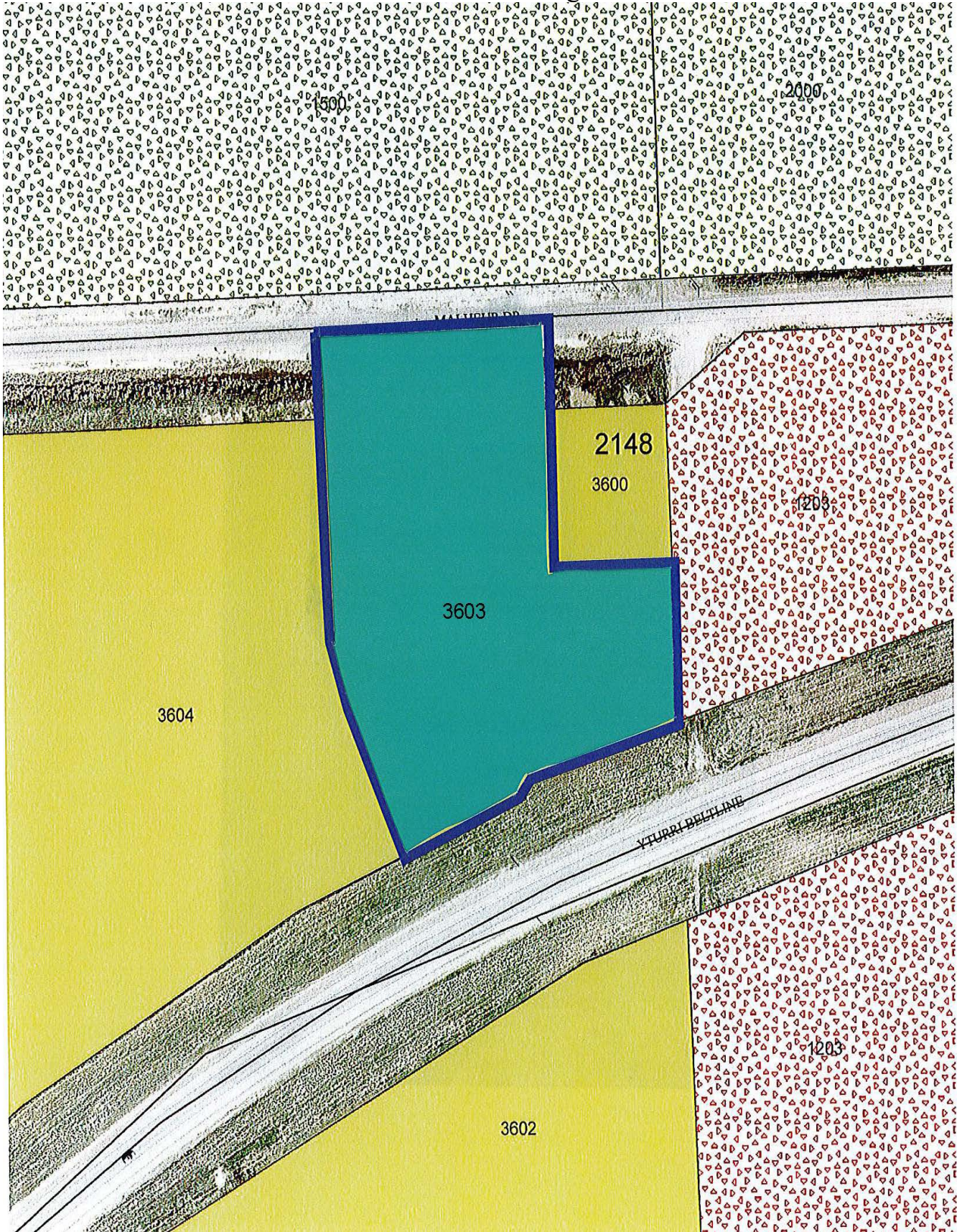
Attachment "1"

Parcel Before Rezoning



Attachment "2"

Parcel After Rezoning



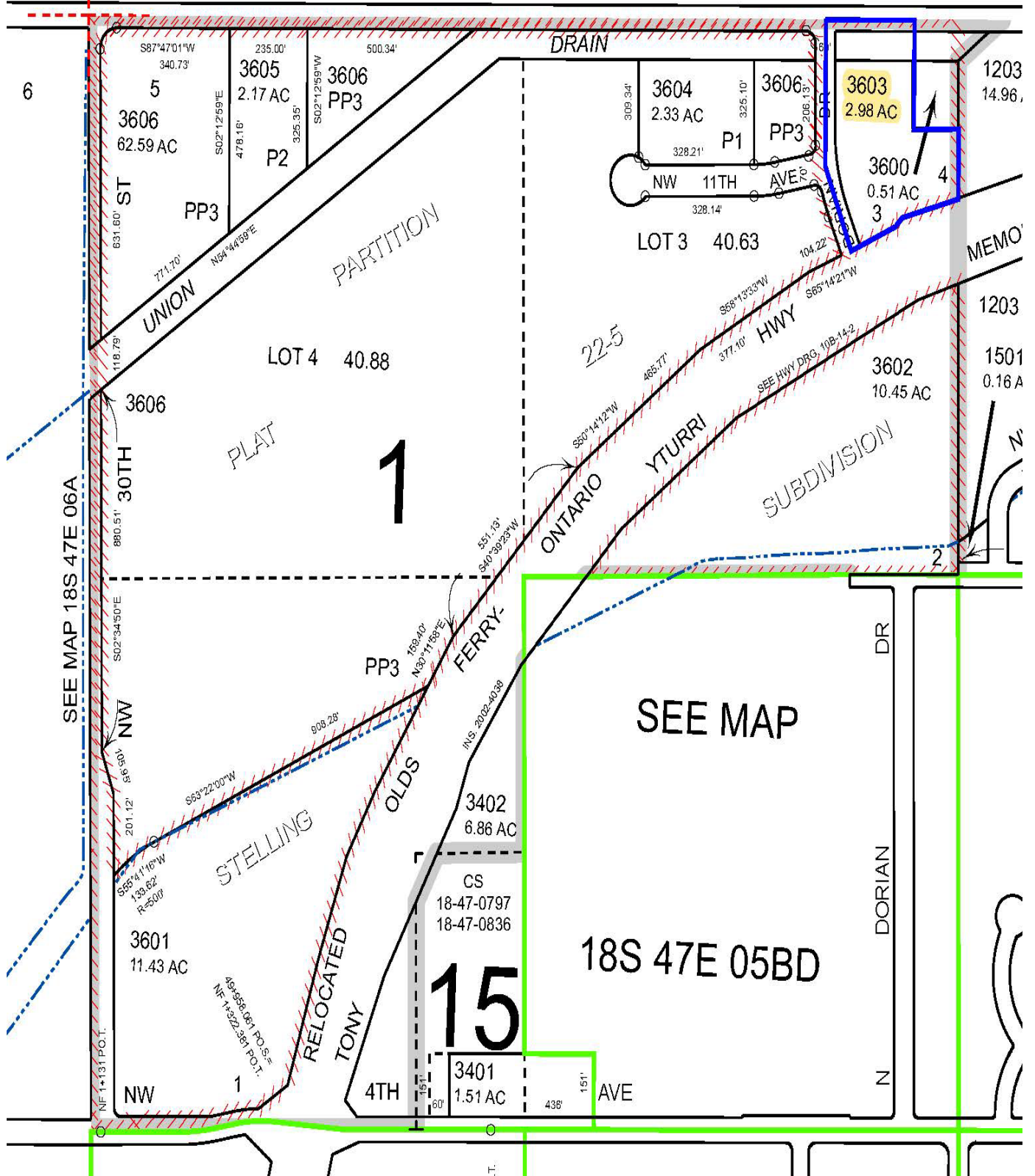
Attachment "3"

Rezone Parcel Map

31

32

MAP 18S47E05



Attachment “4”

Rezone Parcel Description

Land in Stelling Subdivision to the City of Ontario, according to the Official Plat thereof, within the NW1/4 of Section 5, Township 18 South, Range 47 East, W.M., Malheur County Oregon as follows:

Lot 4

ALSO all that portion of the South half of the Right of Way of Malheur Drive and the East half of the right of way of N. Dorian Drive adjacent thereto.

Account No. 20408, Code 1, Map 18S47E05, Tax Lot No. 3603.

- End of Description -

After Recording Return to:
City of Ontario
Attn. Tori Barnett,
444 SW 4th Street
Ontario, OR 97914



ORDINANCE #2813-2022

AN ORDINANCE PROCLAIMING THE REZONING OF CERTAIN PROPERTY WITHIN THE CITY OF ONTARIO FROM HEAVY INDUSTRIAL (I-2) TO GENERAL COMMERCIAL (C-2).

- WHEREAS,** It has been decided that it is in the best interest to the surrounding public that this parcel be rezoned to a more compatible zone in harmony to the residential zone to the east; and
- WHEREAS,** After giving the notice required by law, the Ontario Planning Commission held a public hearing on Planning Action 2022-06-26RZ, a request for a zone change, on August 08, 2022. After the Planning Commission heard testimony from staff and the public, they made a motion to approve the findings of facts and sent a recommendation to the City Council to approve the rezoning of the property; and
- WHEREAS,** After giving the notice required by law, the Ontario City Council held a public hearing on the zone change request on August 23, 2022, and having reviewed all evidence and testimony submitted therein, makes the following findings of fact and conclusions of law with respect to the subject property:
- A. The City of Ontario Municipal Code policies contained in the City of Ontario Comprehensive Plan, which conforms to the Statewide Planning Goals; generally, if a proposed rezone meets all criteria and standards contained in the OMC, the request will be consistent with Comprehensive Plan Policies and therefore conform to the Statewide Planning Goals. The applicant has demonstrated in their application that this request is consistent with Statewide Planning Goals.
 - B. The findings show that the request is within goals and conformance of the acknowledged Comprehensive Plan. Therefore, this proposal has demonstrated to be consistent with the Comprehensive Plan.
 - C. The City Council accepts the findings of facts as approved by the Planning Commission as stated in the staff reports and minutes of the Planning Commission meeting of August 08, 2022.
 - D. The subject property size is more than adequate to demonstrate consistency with this criterion and allows all the owner's property to be developed under the zone change.
 - E. The properties are properly related to streets and public facilities within the public streets and utility easements and the existing uses and services demonstrate that uses allowed in the proposed zone can be provided.
 - F. The findings show that the conditions of the neighborhood are such that the subject property and surrounding area are zoned for Industrial, Commercial uses and Residential zones. For the proposed use, while the impact on surrounding properties will be low with the proposed change in zoning, compliance with present City of Ontario ordinances will be essential in eliminating any issues. The

permitted uses are related to low volume traffic and uses which do not lend themselves to the creation of significant amounts of noise or other discharges of dust or odor into the air uncommon in Industrial and Commercial zones.

- G. That the City Council accept the recommendation of the Planning Commission to rezone the property to General Commercial (C-2) zone.

NOW THEREFORE, THE CITY OF ONTARIO ORDAINS AS FOLLOWS:

1. Rezoning. That based on the Planning Commission findings and recommendation in Planning Action 2022-06-26AZ, the lands as shown and described in the attached Exhibits "A" and "B" are hereby rezoned from HEAVY INDUSTRIAL (I-2) TO GENERAL COMMERCIAL (C-2).
2. Record. The City Clerk shall cause the recording of Ordinance #2813-2022 with the Malheur County Clerks deed records.

PASSED AND ADOPTED by the Common Council of the City of Ontario this _____ day of _____, 2022 by the following vote:

AYES:

NAYS:

ABSENT:

APPROVED by the Mayor this _____ day of _____, 2022.

ATTEST:

Riley J. Hill, Mayor

Tori Barnett, MMC, City Recorder

Exhibit “A”
Property Description for Rezone
City Action No. 2022-06-26RZ

Land in Stelling Subdivision to the City of Ontario, according to the Official Plat thereof, within the NW1/4 of Section 5, Township 18 South, Range 47 East, W.M., Malheur County Oregon as follows:

Lot 4

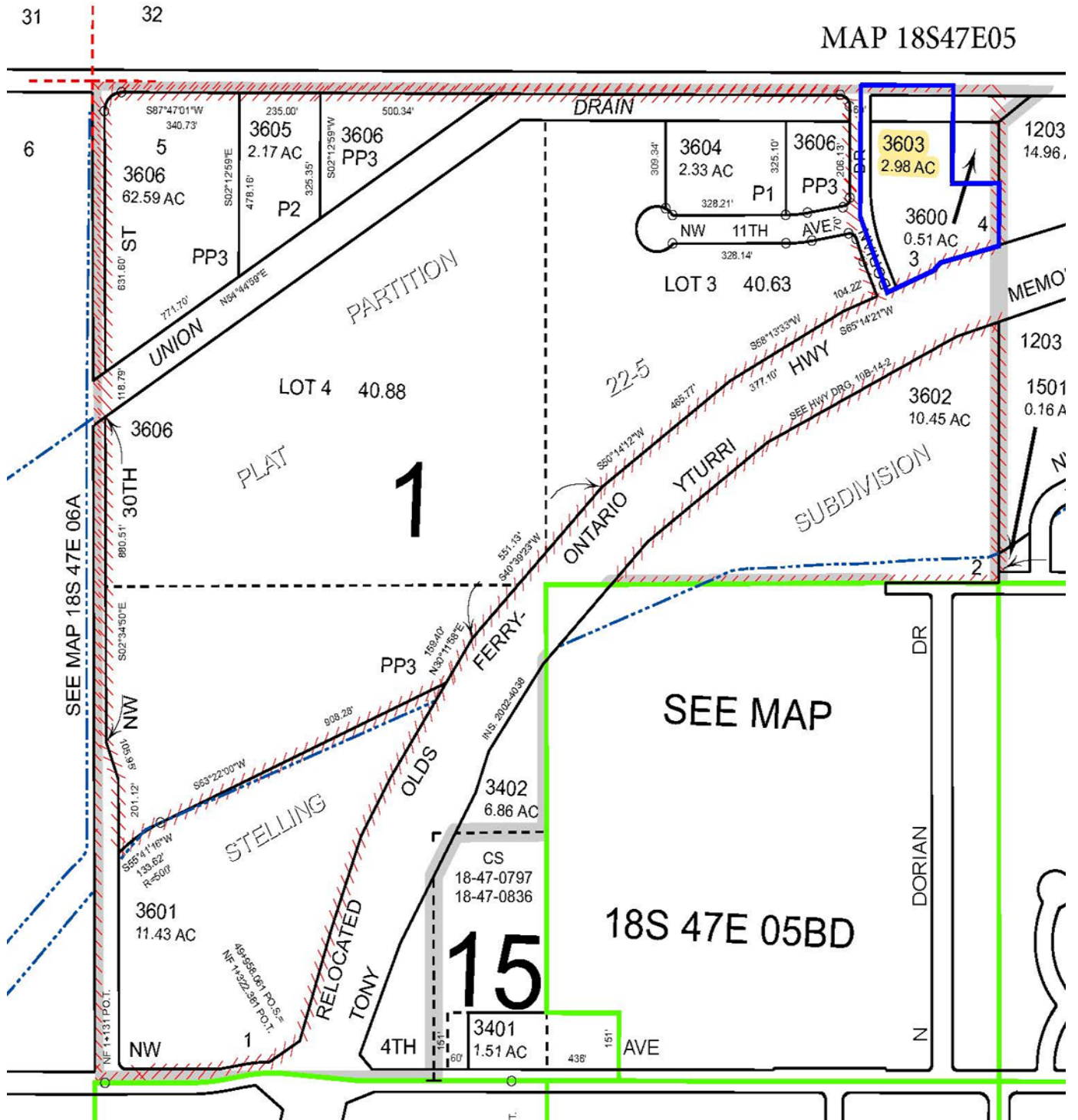
ALSO, all that portion of the South half of the Right of Way of Malheur Drive and the East half of the right of way of N. Dorian Drive adjacent thereto.

Account No. 20408, Code 1, Map 18S47E05, Tax Lot No. 3603.

- End of Description -

Subject property

MAP 18S4705 Tax Lot 3603 & South right of way of Malheur Drive and East half of Dorian Drive adjacent to Tax Lot 3603.





**AGENDA REPORT
PUBLIC HEARING
August 23, 2022**

To: Mayor and City Council

FROM: Kari Ott, Finance Director

THROUGH: Danny K. Cummings, City Manager Pro Tem

SUBJECT: **RESOLUTION #2022-138: SUPPLEMENTAL BUDGET ONTARIO PROMISE AND AQUATIC FUND**

DATE: August 18, 2022

PROPOSED MOTION:

I MOVE THE CITY COUNCIL APPROVE RESOLUTION #2022-138: A SUPPLEMENTAL BUDGET TO APPROPRIATE REMAINING AQUATIC FUND BALANCE AND MOVE ONTARIO PROMISE FUNDING TO A SEPARATE FUND.

SUMMARY:

Attached is Resolution #2022-138.

BACKGROUND:

The Recreation District began July 1, 2019. The agreement required the city to deed over property at Lion's Park, including the swimming pool and recreation building. In order to deed these properties, a lot-line adjustment is necessary. The city would like to get the process started and it will cost the city \$2,320 for CK3 to do the required work. The Aquatic Fund was used to build the splash pad and also to operate it for the first few months. There was \$1,029 unexpectedly left over that can be used to pay a portion of the professional services and the \$1,291 remaining can be paid from the General Fund.

The total cost for CK3, LLC to prepare a tentative partition plat is \$6,640. CK3, LLC will donate \$2,000 of this cost, the Ontario Recreation District will pay \$2,320 and the City portion will be \$2,320.

The Ontario Promise program will be administered by the Oregon Treasury Department. The City will have an account set up that funds will be removed from when necessary to pay for 529 accounts. Moving the appropriations to a separate fund will make tracking much cleaner and easier.

CURRENT SITUATION:

A published budget hearing is required for the following reasons:

1. The Aquatic Fund wasn't budgeted originally in the 22-23 budget. Budgeting these funds will allow the City to pay for a portion of the costs necessary to get the lot-line adjustment done. This will allow the City to be able to deed over the property in the agreement with the Ontario Recreation District.
2. The Ontario Promise appropriations were originally budgeted to be spent out of the General Fund. However, with the way the program is going to be administered, it will make tracking much cleaner to appropriate the funds within a separate fund. This resolution will use the Trust Fund to track the Ontario Promise funds.

ANALYSIS:

- A. **STRATEGIC PLAN** No direct strategic plan impact.
- B. **FINANCIAL** The only new appropriated fund is the Aquatic Fund balance of \$1,029. The Ontario Promise \$100,000 is just a transfer to a different fund, so no change in total appropriations.
- C. **TIMING** The Ontario Promise program will be starting shortly and it would be good to get the lot line adjustment process started.
- D. **POLICY/LEGAL** A public hearing and a formal resolution approved by the City Council is required to spend funds per ORS 294.

ALTERNATIVES:

The City Council could choose not to approve the Resolution. This would not allow the City to utilize the Aquatic Fund balance and would make it more difficult to track the Ontario Promise program.

RECOMMENDATION:

Staff recommends the approval of Resolution #2022-138.

ATTACHMENTS:

1. Reso #2022-138 Supplemental Budget Ontario Promise and Aquatic Fund



RESOLUTION #2022-138

A SUPPLEMENTAL BUDGET TO APPROPRIATE REMAINING AQUATIC FUND BALANCE AND MOVE ONTARIO PROMISE FUNDING TO A SEPARATE FUND

- WHEREAS,** The Aquatic Fund has a remaining balance of \$1,029 from splash pad operations that the city wishes to spend on professional services necessary to deed the property to the Ontario Recreation District; **and**
- WHEREAS,** The city wishes to move the Ontario Promise appropriations to a separate fund for tracking purposes; **and**
- WHEREAS,** The city desires to modify the 2022-2023 budget in order to appropriate the funds.

NOW THEREFORE, BE IT HEREBY RESOLVED by the Ontario City Council, to approve the following adjustment to the fiscal year 2022-2023 budget:

Line Item	Item Description	FY 22-23 Budget	Amount of Change	Adjusted Budget
AQUATIC FUND				
125-000-406000	Available Cash on Hand	\$ -	\$1,029	\$1,029
125-008-615550	Contract Services	\$ -	\$1,029	\$1,029
GENERAL FUND				
001-017-615564	Ontario Promise	\$100,000	(\$100,000)	\$ -
001-004-839202	Transfer for Ontario Promise	\$ -	\$100,000	\$100,000
TRUST FUND				
050-000-458110	Transfer from GF-Ontario Promise	\$ -	\$100,000	\$100,000
050-108-615564	Ontario Promise	\$ -	\$100,000	\$100,000

EFFECTIVE DATE: Effective immediately upon passage.

PASSED AND ADOPTED by the City Council of the City of Ontario this 23rd day of August 2022, by the following vote:

AYES:
NAYES:
ABSENT:

APPROVED by the Mayor this 23rd day of August, 2022.

Riley J. Hill, Mayor

ATTEST:

Tori Barnett, MMC, City Recorder

**CITY OF ONTARIO
GENERAL FUND - DEPARTMENT REVENUE
FOR THE PERIOD ENDED
JULY 31, 2022**

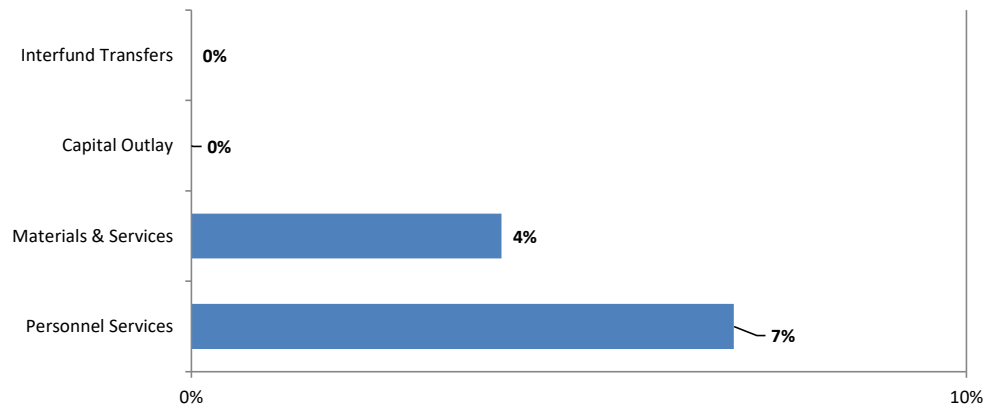
DEPARTMENT	BUDGET	ACTUAL	% REALIZED	COMMENTS
GENERAL FUND BEGINNING FUND BALANCE	3,247,069	-	0.0%	
Parks	2,000	220	11.0%	
Parks & Recreation	2,000	220	11.0%	
Fire	234,572	45,480	19.4%	
Code Enforcement	45,300	162	0.4%	
Police	199,850	1,552	0.8%	
Dispensary Business License	111,600	1,200	1.1%	
	-			
Public Safety Total	591,322	48,394	8.2%	
Interest	24,500	4,869	19.9%	
State Revenue Sharing	154,031	-	0.0%	
Administrative Services	497,148	41,429	8.3%	
Other General Revenues	8,485	857	10.1%	
Donations	-	-	#DIV/0!	
Property Taxes	4,242,967	16,557	0.4%	
Alcohol Bvg License & Fee	226,233	170	0.1%	
Cigarette tax	8,862	-	0.0%	
Marijuana tax	3,500,000	-	0.0%	
Franchise Fees	1,608,362	-	0.0%	
Cemetery	55,000	125	0.2%	
General Government Total	10,325,588	64,008	0.6%	
Planning & Zoning	4,000	-	0.0%	
Community development	4,000	-	0.0%	
GENERAL FUND REVENUE TOTALS	\$ 10,922,910	\$ 112,621.62	1.0%	
YTD CURRENT YEAR PROFIT(LOSS)	\$ (446,947)			
YTD BUDGET BENCHMARK	8.3%			 -7.3%

CITY OF ONTARIO
GENERAL FUND - DEPARTMENT EXPENDITURES
FOR THE PERIOD ENDED
JULY 31, 2022

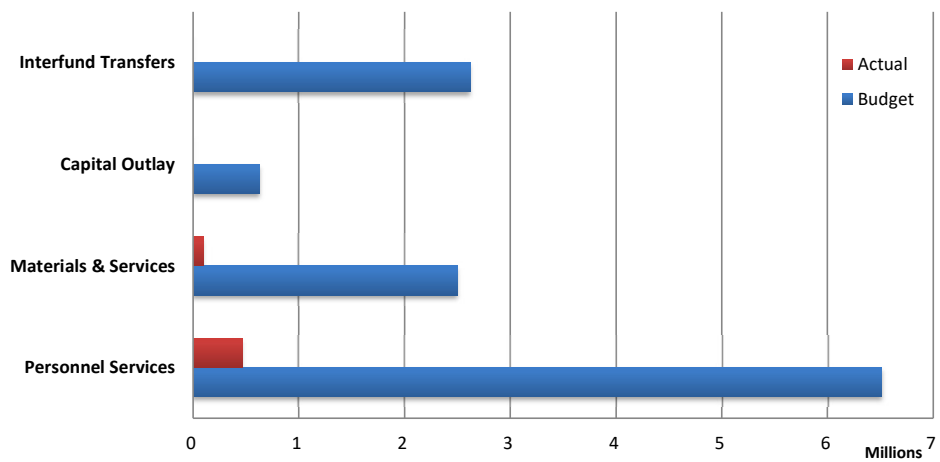
DEPARTMENT	BUDGET	ACTUAL	% EXPENDED	COMMENTS
Parks	422,549	523	0.1%	
Parks & Recreation	422,549	523	0.1%	
Fire	1,991,801	147,442	7.4%	
Code Enforcement	150,577	9,394	6.2%	
Police	4,533,820	308,474	6.8%	
Police reserves	3,275	-	0.0%	
Public Safety Total	6,679,473	465,310	7.0%	
Administration	532,881	31,250	5.9%	
City Council	34,461	888	2.6%	
Business Registration	1,100	-	0.0%	
Cemetery	224,078	1	0.0%	
Finance	259,476	18,823	7.3%	
Technology	214,940	12,560	5.8%	
General Government Total	1,266,936	63,523	5.0%	
Community development	214,474	11,247	5.2%	
Community Development	214,474	11,247	5.2%	
Administrative Overhead	573,580	12,965	2.3%	
Non-Departmental Contributions	506,000	6,000	1.2%	
Other Total	1,079,580	18,965	1.8%	
Operating Transfers Out	2,593,718	-	0.0%	
GENERAL FUND TOTALS	\$ 12,256,730	\$ 559,568	4.6%	
YTD BUDGET BENCHMARK			8.3%	 3.8%

**CITY OF ONTARIO
GENERAL FUND - DEPARTMENT EXPENDITURES
FOR THE PERIOD ENDED
JULY 31, 2022**

% Expended by Category



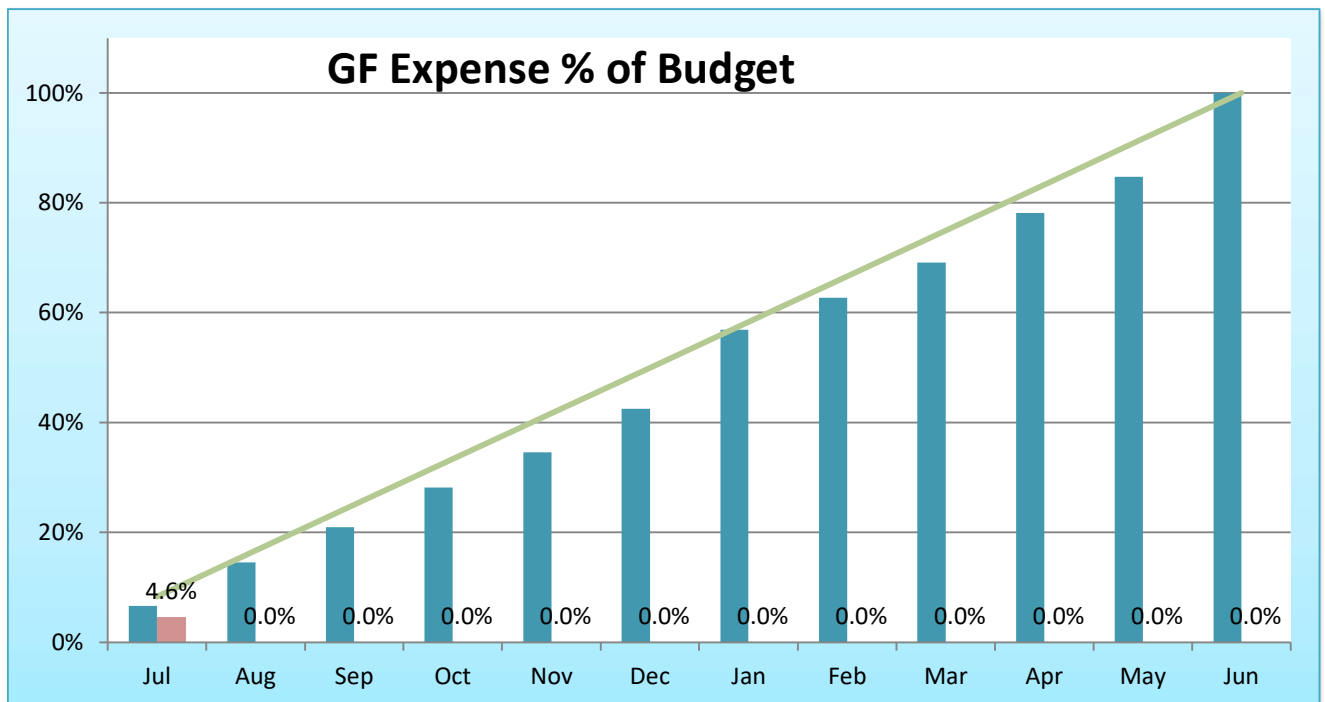
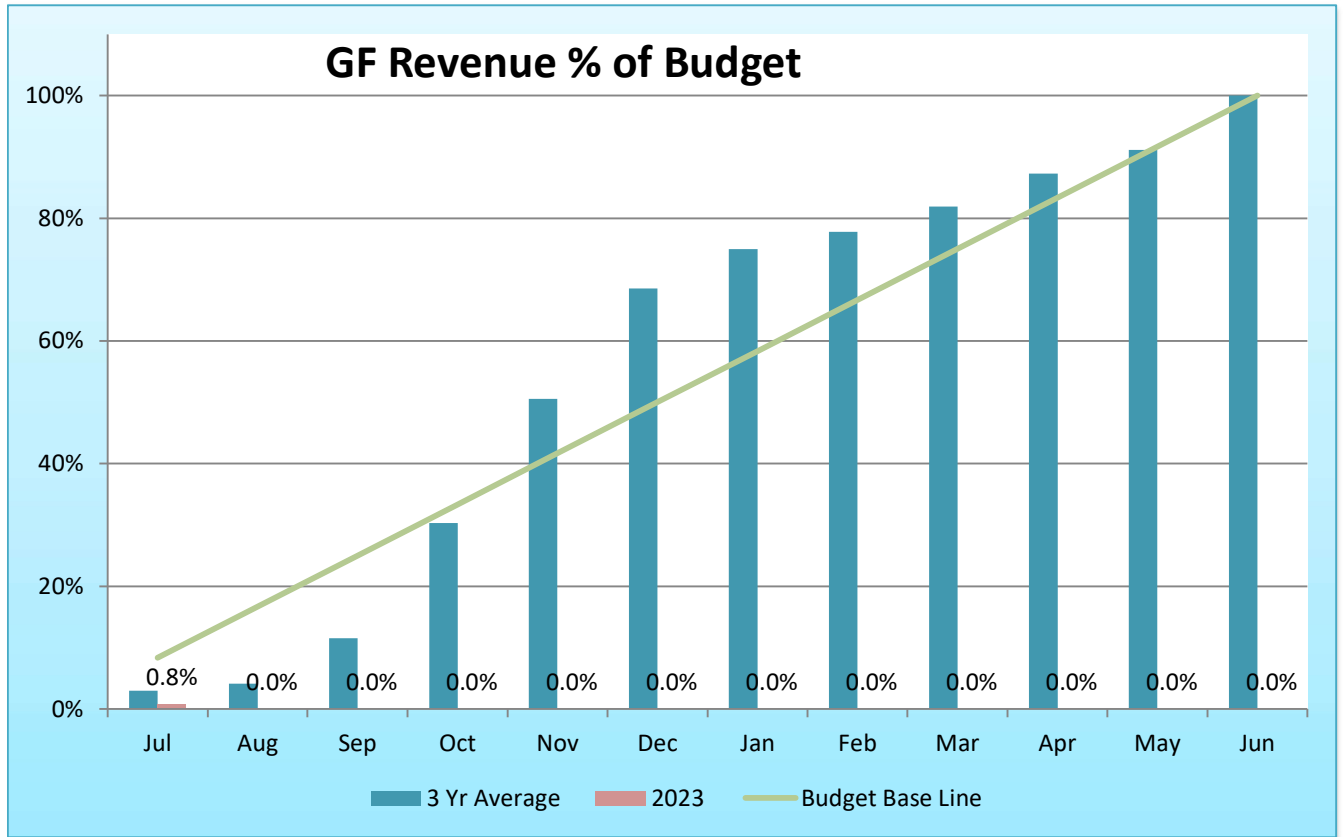
Budget to Actual by Category



**CITY OF ONTARIO
GENERAL FUND - LEGAL SERVICES
AS OF JULY 31, 2022**

LEGAL EXPENSES	
JULY	\$ 3,021
AUGUST	
SEPTEMBER	
OCTOBER	
NOVEMBER	
DECEMBER	
JANUARY	
FEBRUARY	
MARCH	
APRIL	
MAY	
JUNE	
TOTAL	\$ 3,021
BUDGETED AMOUNT	\$ 80,000
(OVER) UNDER BUDGET AMOUNT	\$ 76,980

**CITY OF ONTARIO
GENERAL FUND
FOR THE PERIOD ENDED
JULY 31, 2022**



**CITY OF ONTARIO
OTHER FUNDS - EXPENDITURES
FOR THE PERIOD ENDED
JULY 31, 2022**

DEPARTMENT/FUND	REVENUES				EXPENDITURES		
	BUDGET	ACTUAL	% REALIZED		BUDGET	ACTUAL	% EXPENDED
002 Marijuana Enforcement Fund	25,600	-	0.0%		25,600	-	0.0%
010 Grant Fund	2,741,931	-	0.0%		2,741,931	14,448	0.5%
027 Building Fund	688,073	13,096	1.9%		229,947	18,372	8.0%
030 Capital Projects Fund	4,603,050	54,958	1.2%		2,790,694	-	0.0%
031 SDC Fund	794,798	-	0.0%		794,798	-	0.0%
045 Street Fund	5,823,164	73,508	1.3%		5,823,164	5,469	0.1%
050 Trust Funds	845,542	0	0.0%		845,542	10,000	1.2%
055 Reserve Funds	4,706,468	5,245	0.1%		3,593,404	11,107	0.3%
060 Revolving Loan Fund	449,164	210	0.0%		449,164	-	0.0%
105 Water Fund	4,955,225	329,930	6.7%		4,212,704	516,557	12.3%
110 Sewer Fund	5,561,514	303,639	5.5%		4,546,046	57,520	1.3%
115 Storm Sewer Fund	453,340	9,529	2.1%		159,725	1,566	1.0%
120 Airport Fund	955,519	36,979	3.9%		955,519	23,100	2.4%
125 Aquatic Fund	-	-	#DIV/0!		-	-	#DIV/0!

Comments:

YTD BUDGET BENCHMARK

8.3%

**CITY OF ONTARIO
BUDGET RESOLUTIONS
FOR THE PERIOD ENDED
JULY 31, 2022**

RESOLUTION #	FUND	DEPARTMENT	ACCOUNT	BUDGET CHANGE	NET CHANGE
2022-126	GENERAL FUND	TRANSFERS	TRANSFER TO AIRPORT FUND	\$ 33,390	\$ 33,390.00
2022-126	GENERAL FUND	CONTINGENCY	CONTINGENCY	\$ (33,390)	
2022-126	AIRPORT FUND	AIRPORT	TRANSFERS IN	\$ 33,390	\$ 33,390.00
2022-126	AIRPORT FUND	AIRPORT	CONTRACT SERVICES	\$ 33,390	
2022-129	RESERVE FUND	PUBLIC SAFETY	POLICE EQUIPMENT	\$ 26,322	\$ 26,322.00
2022-129	RESERVE FUND	PUBLIC SAFETY	CONTINGENCY	\$ (26,322)	
2022-130	GENERAL FUND	NON DEPARTMENTAL APPROPRIATIONS	ONTARIO BOXING CLUB DONATION	\$ 6,000	\$ 6,000.00
2022-130	GENERAL FUND	CONTINGENCY	CONTINGENCY	\$ (6,000)	

MALHEUR COUNTY COURT MINUTES

August 3, 2022

The regularly scheduled meeting of the County Court was called to order by Judge Dan Joyce at 9:01 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. Administrative Officer Lorinda DuBois was present. Public present were Mike Walker and Ryan Bailey; Nyssa City Manager Jim Maret was present for a short period of time. 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 # [2022-3470](#)

COURT MINUTES

Commissioner Jacobs moved to approve Court Minutes of July 27, 2022 as written. Commissioner Hodge seconded and the motion passed unanimously.

MCDC - FUNDING AGREEMENT

Correspondence was received from MCDC regarding the proposed draft funding agreement. MCDC requests \$9,000 per month from the County to fund the project manager position for the Treasure Valley Reload Center project. Additionally MCDC requested funding for expenses incurred by the project manager (incidental expenses such as supplies and materials). Ms. DuBois suggested the Court consider allocating \$5,000-\$5,500 as this is comparable to County departments supplies and materials budgets. A separate agreement with MCDC for use of office space will be drafted. Greg Smith phoned in to the session and confirmed that \$5,000 was reasonable. See instrument # [2022-3471](#) for the written correspondence from MCDC.

Public member Mike Walker made public comments about travel, trade shows and expense reports.

Commissioner Hodge moved to approve \$9,000 per month for MCDC to contract with a project manager and \$5,000 for the fiscal year for incidental expenses. Commissioner Jacobs seconded and the motion passed unanimously.

AMENDMENT - IGA 169522

Commissioner Hodge moved to approve Sixth Amendment to Oregon Health Authority 2021-2023 Intergovernmental Agreement # 169522 for the Financing of Public Health Services. Commissioner Jacobs seconded and the motion passed unanimously. Section 1 of Exhibit C of the Agreement, entitled Financial Assistance Award for FY22 is superseded and replaced in its entirety.

ORDER DESIGNATING NEWSPAPER

Commissioner Jacobs moved to approve Order No. GO-08-22: In the Matter of the Designation of a Newspaper for the Publication of the 2022 Malheur County Tax Foreclosure List. Commissioner Hodge seconded and the motion passed unanimously. The Argus Observer is designated for publication of the 2022 tax foreclosure list. See instrument # [2022-3472](#)

COURT ADJOURNMENT

Judge Joyce adjourned the meeting.

MALHEUR COUNTY COURT MINUTES

August 10, 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. Administrative Officer Lorinda DuBois was present. 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 # [2022-3547](#)

SECOND PUBLIC HEARING - PSILOCYBIN

Judge Joyce opened the second public hearing for consideration of Ordinance 228: An Ordinance Prohibiting the Establishment of Psilocybin Product Manufacturers and Psilocybin Service Centers within the Unincorporated Area of Malheur County; A Referral to Electors. Notice of the hearing was published in the Argus Observer and posted on the County website. Judge Joyce asked for proponent and opponent testimony; there was none. No written comments were received. Judge Joyce closed the hearing. Commissioner Jacobs moved to approve Ordinance 228: An Ordinance Prohibiting the Establishment of Psilocybin Product Manufacturers and Psilocybin Service Centers within the Unincorporated Area of Malheur County; A Referral to Electors. Commissioner Hodge seconded and the motion passed unanimously. See instrument # [2022-3549](#)

Commissioner Hodge moved to approve Resolution and Order No. R22-22: In the Matter of Referring to the Voters of Malheur County a Measure Prohibiting Psilocybin Product Manufacturers and Service Centers and Adopting a Ballot Title and Explanatory Statement. Commissioner Jacobs seconded and the motion passed unanimously. See instrument # [2022-3550](#)

MOA - ADA COUNTY

Commissioner Hodge moved to approve Memorandum of Agreement (MOA) between County of Malheur, State of Oregon and County of Ada, State of Idaho FY 2023. Commissioner Jacobs seconded and the motion passed unanimously. The agreement is for juvenile offenders under the jurisdiction of Malheur County to be temporarily housed at the Ada County Detention Center. A copy will be returned for recording.

INTERIM ENVIRONMENTAL HEALTH DIRECTOR - EVANS

Commissioner Hodge moved to approve First Amendment to Agreement between Malheur County Court and Malheur County Planning Director Eric Evans for Additional and Temporary Duties of Interim Environmental Health Director - recorded with Malheur County Clerk as instrument number [2022-3324](#). Commissioner Jacobs seconded and the motion passed unanimously. See instrument # [2022-3548](#)

CONTRACT WITH NEY

Mr. Evans requested authorization from the Court to contract with Melissa Ney to perform licensed food, pool and lodging inspections in Baker and Malheur counties. After discussion, the Court agreed to the request with a cap of 170 inspections through December 31, 2022.

COURT MINUTES

Commissioner Jacobs moved to approve Court Minutes of August 3, 2022 as written. Commissioner Hodge seconded and the motion passed unanimously.

PIONEER HEALTH DISTRICT

Pioneer Health District board members Dennis Buttice and John Nalivka, and Business Office Manager Katie Braniff met with the Court to followup on the request for the County to provide ARPA funding to the Health District. Ms. Braniff has met with Ms. DuBois and reviewed payroll documentation that is reimbursable under ARPA. Commissioner Hodge moved to authorize reimbursement for payroll expenses in the amount of \$150,000 to Pioneer Place from the County's ARPA funding. Commissioner Jacobs seconded and the motion passed unanimously.

SECOND PUBLIC HEARING - MARIJUANA RETAIL TAX

Judge Joyce opened the second public hearing for consideration of Ordinance No. 229: An Ordinance Relating to a Tax Imposed on the Sale of Marijuana Items that are Sold in the Unincorporated Area of Malheur County by a Marijuana Retailer Who Holds a License Issued Under ORS 475C.097 - if Ordinance 210 is Repealed; and Referring this Ordinance to the Voters for Approval. Notice of the hearing was published in the Argus Observer and posted on the County website. The purpose of the ordinance is to establish a 3% tax on the retail sale of marijuana items in the event Ordinance No. 210 (prohibits activities related to marijuana) is repealed. Judge Joyce asked for proponent and opponent testimony; there was none. No written comments were received. Judge Joyce closed the hearing. Commissioner Jacobs moved to approve Ordinance No. 229: An Ordinance Relating to a Tax Imposed on the Sale of Marijuana Items that are Sold in the Unincorporated Area of Malheur County by a Marijuana Retailer Who Holds a License Issued Under ORS 475C.097 - if Ordinance 210 is Repealed; and Referring this Ordinance to the Voters for Approval. Commissioner Hodge seconded and the motion passed unanimously. See instrument # [2022-3551](#)

Commissioner Jacobs moved to approve Resolution No. R22-23: In the Matter of Referring to the Electors the Question of Imposing a Three Percent (3%) Tax on the Retail Sale of Marijuana Items within Unincorporated Malheur County. Commissioner Hodge seconded and the motion passed unanimously. See instrument # [2022-3552](#)

COURT ADJOURNMENT

Judge Joyce adjourned the meeting.

Accounts Payable

Checks by Date - Summary by Check Date

User: kari.ott
Printed: 8/19/2022 8:55 AM



Check No	Vendor No	Vendor Name	Check Date	Check Amount
128821	405945	Jeremy Jones	07/11/2022	224.00
128822	545001	William J Snyder	07/11/2022	224.00
Total for 7/11/2022:				448.00
ACH	878915	Jacobs Engineering Group, Inc.	07/14/2022	10,202.83
128823	138009	Agri-Lines Irrigation, Inc.	07/14/2022	34,511.00
128824	879657	Albina Asphalt	07/14/2022	57,617.80
128825	032000	Andrews Seed Co., Inc.	07/14/2022	29.98
128826	033300	Argus Observer	07/14/2022	78.60
128827	879591	ARH Archaeology and Architectural Histor	07/14/2022	11,408.00
128828	130624	B & W Car Wash	07/14/2022	12.00
128829	879637	Bryant Lovlien & Jarvis PC Attorneys at La	07/14/2022	16,217.00
128830	626400	Campo & Poole Distributing, LLC	07/14/2022	16,132.70
128831	183201	CK3, LLC	07/14/2022	8,262.50
128832	336725	Core & Main	07/14/2022	12,121.66
128833	237002	Dell Marketing,L.P.	07/14/2022	4,384.86
128834	879687	Drexel H Foundation	07/14/2022	100.00
128835	879530	Nicholas Ducote	07/14/2022	1,215.00
128836	879688	Eastern Oregon Economic Development Bc	07/14/2022	300.00
128837	878941	Fire & Police Selection, Inc.	07/14/2022	502.70
128838	&260	Four Rivers Cultural Center	07/14/2022	300.00
128839	879257	Four Star Real Estate PC	07/14/2022	126.28
128840	303800	Frank's Extinguisher Service	07/14/2022	34.50
128841	879641	Garrett's Dry Cleaning, LLC	07/14/2022	130.28
128842	879650	GGLO Design	07/14/2022	13,437.05
128843	879686	Guymon Management, LP	07/14/2022	851.16
128844	363999	Holcomb Construction, Inc.	07/14/2022	34,165.80
128845	879299	Dwayne Allen Holloway	07/14/2022	316.25
128846	360015	Home Depot Credit Services	07/14/2022	770.95
128847	368200	Hughes Fire Equipment, Inc.	07/14/2022	1,372.16
128848	879191	Kristy Lynn Janti	07/14/2022	40.00
128849	879471	JLCC, Inc.	07/14/2022	24,500.00
128850	412500	Keller Associates, Inc.	07/14/2022	37,946.00
128851	441140	Looks Nu, Inc.	07/14/2022	170.00
128852	456402	Malheur County Clerk	07/14/2022	316.00
128853	&509	Matsy's Restaurant & Catering	07/14/2022	108.00
128854	22427	Murraysmith, Inc.	07/14/2022	1,323.50
128855	602320	NAPA Auto Parts	07/14/2022	104.86
128856	878978	National Hose Testing, Specialties, Inc.	07/14/2022	3,072.19
128857	879301	Net Assets Corporation	07/14/2022	348.00
128858	501200	Norm's Auto Electric	07/14/2022	162.95
128859	516440	City of Nyssa	07/14/2022	171.97
128860	539200	Ontario Area Chamber of Commerce	07/14/2022	125.00
128861	583450	State of Oregon Dept of Corrections	07/14/2022	3,200.00
128862	528405	Oster Professional Group, CPA's PC	07/14/2022	24,822.42
128863	644210	Roadrunner Towing, Inc.	07/14/2022	368.40

Check No	Vendor No	Vendor Name	Check Date	Check Amount
128864	879423	Romans Precision Irrigation	07/14/2022	43,709.46
128865	879469	SBRK Finance Holdings, Inc.	07/14/2022	1,367.00
128866	879145	Silver Signet, LLC	07/14/2022	351.73
128867	879138	Stantec Consulting Services, Inc.	07/14/2022	19,621.00
128868	704400	Star Fire District	07/14/2022	2,573.97
128869	879553	Training & Employment Consortium	07/14/2022	216.00
128870	788402	TransUnion Risk & Alternative Data Soluti	07/14/2022	75.00
128871	879212	Uniforms 2 Gear	07/14/2022	1,064.44
128872	879680	US Bank Equipment Finance	07/14/2022	1,487.97
128873	823000	City of Vale	07/14/2022	101.85
128874	879151	Waste-Pro	07/14/2022	40.05
128875	879635	Western Building Maintenance	07/14/2022	3,962.08
Total for 7/14/2022:				395,950.90
128876	879615	ArchiveSocial, Inc.	07/15/2022	2,988.00
128877	033300	Argus Observer	07/15/2022	197.60
128878	037600	AT&T	07/15/2022	22.21
128879	UB*12012	ALEXIS MEDINA AVILEZ	07/15/2022	19.44
128880	637830	Century Link	07/15/2022	478.61
128881	210200	CMi Software Corp	07/15/2022	18,612.66
128882	UB*12010	VENTURA ESCOBEDO	07/15/2022	109.66
128883	879653	FileOnQ	07/15/2022	650.00
128884	335001	Glock Professional, Inc.	07/15/2022	500.00
128885	879490	Law Enforcement Technologies	07/15/2022	1,292.00
128886	428200	League of Oregon Cities	07/15/2022	9,564.10
128887	434008	Lexipol, LLC	07/15/2022	12,760.85
128888	451593	Malheur Council on Aging & Community S	07/15/2022	7,500.00
128889	451600	Malheur County Administration Office	07/15/2022	200.00
128890	UB*12011	RUDY MARTINEZ	07/15/2022	109.20
128891	461607	MicroTechnology Systems, Inc.	07/15/2022	8,850.00
128892	509600	Northwest Insurance Group, Inc.	07/15/2022	3,539.00
128893	&419	Ontario Lions Club	07/15/2022	60.00
128894	572210	Ontario School District 8C	07/15/2022	10,000.00
128895	879627	State of Oregon Department of Environmen	07/15/2022	840.00
128896	879551	Painter Holdings & Business Ventures, Inc.	07/15/2022	7.00
128897	614087	PORAC LDF	07/15/2022	405.00
128898	879469	SBRK Finance Holdings, Inc.	07/15/2022	26,176.52
128899	879145	Silver Signet, LLC	07/15/2022	85.08
128900	879626	Silverhawk Properties Oregon, LLC	07/15/2022	425.00
128901	130950	Sparklight Business	07/15/2022	13.23
128902	698800	Stan's Heating, Inc.	07/15/2022	6,948.00
128903	729500	Storage On Site	07/15/2022	85.00
128904	738560	Tailored Solutions Corporation	07/15/2022	705.00
128905	802400	Union Pacific Railroad Company	07/15/2022	523.45
Total for 7/15/2022:				113,666.61
128906	879601	May Swihart	07/18/2022	483.41
128907	879625	Matthew Erikson	07/18/2022	37,284.14
128908	21014	Snake River Economic Development Allian	07/18/2022	10,000.00
Total for 7/18/2022:				47,767.55
128910	314441	FCS Group	07/26/2022	12,040.00
128911	879641	Garrett's Dry Cleaning, LLC	07/26/2022	6.93

Check No	Vendor No	Vendor Name	Check Date	Check Amount
128912	879486	David Geoffrey Hill	07/26/2022	559.00
128913	408200	J-U-B Engineers, Inc.	07/26/2022	42,866.45
128914	412500	Keller Associates, Inc.	07/26/2022	21,675.00
128915	451750	Malheur County Sheriff's Office	07/26/2022	17,685.66
128916	583450	State of Oregon Dept of Corrections	07/26/2022	3,840.00
128917	879682	Schneider Tree Service & Construction, LL	07/26/2022	19,660.00
Total for 7/26/2022:				118,333.04
128918	572210	Ontario School District 8C	07/27/2022	6,000.00
128919	144000	Cascade Natural Gas Corporation	07/27/2022	53.97
128920	637830	Century Link	07/27/2022	732.36
128921	UB*12016	CARLITO DELAPAZ &	07/27/2022	4,073.84
128922	376000	Idaho Power	07/27/2022	3,292.34
128923	UB*12015	KASEY KENT	07/27/2022	63.43
128924	UB*12014	ANDREA LETHAM	07/27/2022	170.00
128925	879417	LightSpeed Networks, Inc.	07/27/2022	1,163.42
128926	UB*12013	JAMES & SHIRLEY MATHEWS	07/27/2022	41.10
128927	288897	Verizon	07/27/2022	2,062.97
Total for 7/27/2022:				17,653.43
128928	879451	CDR Labor Law, LLC	07/28/2022	1,333.00
128929	879690	Covanta Energy, LLC	07/28/2022	40.11
128930	408200	J-U-B Engineers, Inc.	07/28/2022	2,039.83
128931	879469	SBRK Finance Holdings, Inc.	07/28/2022	1,347.00
128932	879691	Wrap Technologies, Inc.	07/28/2022	530.43
128933	&525	American Staffing, Inc.	07/28/2022	968.84
128934	704400	Star Fire District	07/28/2022	7,012.98
128935	818000	U.S. Postmaster United States Postal Servic	07/28/2022	15,652.00
Total for 7/28/2022:				28,924.19
ACH	PRAFLAC	AMERICAN FAMILY LIFE ASSURANCE	07/29/2022	706.36
ACH	PRAMERF	AMERICAN FUNDS GROUP	07/29/2022	225.00
ACH	PRCCIS	E B S TRUST	07/29/2022	70,148.82
ACH	PRCOLONI	COLONIAL LIFE	07/29/2022	860.76
ACH	PRFED	PAYROLL TAXES	07/29/2022	73,601.59
ACH	PRNATW	NATIONWIDE RETIREMENT SOLUTIO	07/29/2022	500.00
ACH	PRORJU	OREGON DEPARTMENT OF JUSTICE	07/29/2022	874.88
ACH	PRORTAX2	OREGON DEPARTMENT OF REVENUE	07/29/2022	280.83
ACH	PRORTAXE	OREGON DEPARTMENT OF REVENUE	07/29/2022	18,563.11
ACH	PROSGP	OREGON SAVINGS & GROWTH PLAN	07/29/2022	9,425.00
ACH	PRPERS	OREGON PERS	07/29/2022	108,727.87
128936	PRLINC	LINCOLN NATIONAL LIFE INS CO	07/29/2022	600.00
128937	PRSFIRE	UMPQUA BANK	07/29/2022	440.00
Total for 7/29/2022:				284,954.22
Report Total (128 checks):				1,007,697.94