

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



**COUNCIL MEETING AGENDA
CITY COUNCIL – CITY OF ONTARIO OREGON
TUESDAY, NOVEMBER 22, 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 November 18, 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: Advanced Control Systems for Programmable Logic Controllers and SCADA Upgrades for Water System

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) CONSENT AGENDA

- A) Mayberry Housing Incentive 2022-1: Dirty Girl Construction
- B) Mayberry Housing Incentive 2022-2: Dirty Girl Construction
- C) Mayberry Housing Incentive 2022-3: Dirty Girl Construction
- D) Mayberry Housing Incentive 2022-4: Dirty Girl Construction

7) OLD BUSINESS

- A) Proposed Grant Planning Document
- B) Professional Services Contract: Grant Writers
- C) Committee Appointment: Parks Committee

8) NEW BUSINESS

- A) ODOT Master Grant Agreement: Fund Exchange Program
- B) ODOT Fund Exchange Request for Chip Seal Materials for Roadway Maintenance
- C) Engineering Design Services for Floc Mechanism Retrofit at the Water Plant
- D) Resolution #2022-146: Consenting to the Malheur County Ordinance on School Truancy.
- E) Resolution #2022-147: J.R. Simplot Ore-Ida Plant Water Rate

9) DISCUSSION ITEMS

- A) Budget Constraints
- B) 2023-2024 Budget Calendar

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

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

- 10) DEPARTMENT HEAD UPDATES**
- A) Quarterly Report: Public Works July - September 2022
 - B) Monthly Financial Report: October 2022
 - C) City Manager Update
- 11) HAND-OUTS**
- A) Check Register: October 2022
- 12) CORRESPONDENCE, COMMENTS AND EX-OFFICIO REPORTS**
- 13) ADJOURN**



AGENDA REPORT
LOCAL CONTRACT REVIEW BOARD
November 22, 2022

To: Mayor and City Council

FROM: Paul Woods, City Engineer

THROUGH: Danny K. Cummings, City Manager

SUBJECT: **SOLE SOURCE PURCHASE REQUEST: ADVANCED CONTROL SYSTEMS FOR PROGRAMMABLE LOGIC CONTROLLERS AND SCADA UPGRADES FOR WATER SYSTEM**

DATE: November 10, 2022

PROPOSED MOTION:

I MOVE THE COUNCIL TO APPROVE THE SOLE SOURCE PURCHASE REQUEST FOR ADVANCED CONTROL SYSTEMS FOR PLC AND SCADA UPGRADES FOR THE CITY'S WATER SYSTEM IN THE AMOUNT OF \$95,338.21

SUMMARY:

The PLCs for all 6 wells and the East and West Side Booster stations were scheduled for replacement in this fiscal year as part of the Capital Improvement Plan due to age and unsupported components. Replacement of the PLCs also requires upgrading the SCADA system for each PLC. The City entered into a contract with ACS in 2013 to provide PLC and SCADA services for City infrastructure and has administered the SCADA program since that date. The CIP budget for this project was \$100,000. The sole source purchase request for the PLC replacement and SCADA programming is for \$95,338.21.

BACKGROUND:

The PLCs for all 6 drinking water supply wells and the East and West Side Booster stations were scheduled for replacement in this fiscal year as part of the Capital Improvement Plan due to age and unsupported components. Replacement of the PLCs also requires upgrading the SCADA system for each PLC. The City entered into a contract with ACS in 2013 to provide PLC and SCADA services for City infrastructure and has administered the SCADA program since that date. The CIP budget for this project was \$100,000.

CURRENT SITUATION:

The sole source purchase request for the PLC replacement and SCADA programming is for \$95,338.21.

ANALYSIS:

- A. **STRATEGIC PLAN** The project is consistent with the Strategic Plan.
- B. **FINANCIAL** The requested funds are within the City's prior-approved annual budget, including this CIP item for PLC and SCADA programming from the Water Fund.
- C. **TIMING** Time is of the essence in replacing the components and ensuring operational reliability.
- D. **POLICY/LEGAL** None

ALTERNATIVES:

If the purchase request is denied or deferred, it could comprise the operability of the drinking water system.

RECOMMENDATION:

Staff recommends approving the sole source purchase request for ACS.

ATTACHMENTS:

- 1. Ontario SCADA Changes & PLC Upgrades
- 2. 20221115_1129_Change Order #1 - Motor Current Transmitter Scope Removal
- 3. 20221115_1149_Change Order #2 - Well 4 Shelf-Spare Flow Meter Head Usage

Dustin Mosher
Jacobs/Ontario

PROPOSAL # 20221025_1001
October 25th, 2022

~ Budgetary SCADA Changes & PLC Upgrades~

Wells Upgrade Situation: Jacobs Ontario currently uses SCADA for most of their well sites with limited controls available. However, Jacobs would like the ability to have more data control from their SCADA center. They would also like to implement PLC Upgrades for wells 4, 6, 14, 15, 16, and 17. Jacobs/Ontario would like to model the PLC upgrades after what ACS has done for well 17.

Scope of Work:

ACS will upgrade the following of each site:

☐ Well 4 - \$23,397.63

- Carefree SCADA Panel with Motor Starter Hardware and phase protection relay
- Add motor starter panel selector switch contacts for hand and auto monitoring
- Add 4-20mA flow transmitter and relay flow totalizing modules to existing flow meter
- Level Shutoff Setpoint Control
- Motor Current Transmitter
- Reference McCrometer quote

☐ *Well 6 - \$16,055.29

- Galvanized telescopic antenna mast (qty. 1)
- Carefree SCADA Panel
- Level Shutoff Setpoint Control
- Motor Current Transmitter
- Install McCrometer flow meter
- *ACS suggests commissioning this site in the winter because of surrounding wasp populations

☐ Well 14 - \$11,775.31

- Carefree SCADA Panel
- Level Shutoff Setpoint Control
- Motor Current Transmitter
- Pulse Output Flow Totalizing

☐ Well 15 - \$2,926.33

- Add pulse relay for Flow Totalizing
- Level Shutoff Setpoint Control

☐ Well 16 - \$2,926.33

- Add flow totalizing
- Level Shutoff Setpoint Control

☐ Well 17 - \$1,895.31

- Level Shutoff Setpoint Control

☐ Upgrade all Wells: \$58,976.21

☐ Upgrade Only Selected Wells (ACS will provide an executable quote for selected wells)

<Reservoir pricing on Page 2>



2540 East Franklin Road, Meridian 83642 • Phone: 208.362.5858 • Fax: 208.965.8301 • <http://advancedcontrol.com>

East and West Reservoirs Situation:

Rockwell International, the parent company of Allen Bradley, has been placing restrictions on the procurement of obsolete PLC platforms due to supply chain disruptions. To mitigate risk in the event of a PLC failure, the City of Ontario (the City) desires that the obsolete PLCs currently employed at the East & West Reservoirs be replaced with presently supported Allen Bradley platforms. This project will be the third phase of PLC replacements, with phases I & II, WWTP, and lagoons, respectively, now having been completed. Additionally, the City desires for the sites to have remote secure, high-speed connectivity for remote programming and troubleshooting. This is desirable due to the cost savings obtained by the City through the elimination of service-related travel costs to the two sites.

Scope of Work:

ACS will supply, install, test, and commission Allen Bradley CompactLogix PLCs to replace the SLC CPUs and hardware at the East & West Reservoirs/pump stations. Additionally, ACS will install, test, and commission cellular telemetry to include radios*, antennas, and associated hardware to enable remote support access.

* The existing line of sight radios will not be replaced at this time and will continue to communicate with the Water Plant central PLC.

Included:

- PLC Program translation, installation, testing, and commissioning
- Project Management
- CompactLogix PLCs and I/O cards
- Utopic cellular radios, misc hardware, installation, and commissioning

Excluded:

- CAD drawings

Total Materials: \$20,260.00

☐ **Total East and West Reservoirs Upgrade Price: \$39,346.00**

☐ **Total Upgrades Price (If executing all together): \$98,322.21**

If not all options are desired at this time, please select desired options as outlined above and ACS will re-quote. If all upgrades are to be completed together, please return this signed agreement with the appropriate boxes checked, and ACS will proceed as indicated.

ACS will provide the services listed above in accordance with our link below to ACS company Terms and Conditions.

This Proposal will expire in 15 days. To re-quote, please contact our office at 208.362.5858.

Acceptance of Service – Please sign where noted below and return a copy to our office. Your signature will serve as authorization to proceed and an acceptance of our Terms and Conditions.

Signature: •

Date: •

11/03/22

Name: Printed or Typed •

Your PO Number or Work Order Number: •

Dustin Mosher
Advanced Control Systems, LLC
2540 East Franklin Road
Meridian, ID 83642

Phone: (208) 362-5858
Fax: (208) 965-8301
Email: sales@advancedcontrol.com

**ACS Terms and Conditions can be found at
www.advancedcontrol.com/terms**

20221025_1001 UPDATED Budgetary SCADA Changes & PLC Upgrades

Casey Mordhorst
Jacobs/Ontario
Executed Agreement Reference: 20221025_1001
Change Order #: 20221115_1129

November 15, 2022

~ Change Order #1 - Motor Current Transmitter Scope Removal ~

Summary: This change order reflects a change in scope, that has been requested by Jacobs, within the referenced in the ACS Executed Agreement "Budgetary SCADA Changes & PLC Upgrades". This change is detailed as follows:

- Eliminating the use of Motor Current Transmitters for the following Well locations:
 - o Well 4
 - o Well 6
 - o Well 14

Change Order Amount*: -\$437.00

* Due to the nature of this change, a Project Price reduction will be applied.

Updated Project Total Price*: \$97,885.21

* As of the published date and time of this change order, applied upon acceptance. Future change orders could impact Project Total Price.

ACS will provide the services listed above. All others are excluded.

Information and prices are valid until 10 days from COR date above. To re-quote, please contact our office at 208.362.5858.

Notice To Proceed – Please sign where noted below and return a copy to our office. Your signature will serve as change order acceptance and our authorization to proceed.

Signature:	Date:
------------	-------

Name: Printed or Typed	Your PO Number or Work Order Number:
------------------------	--------------------------------------

Advanced Control Systems, LLC
2540 E. Franklin Rd.
Meridian, ID 83642

Phone: (208) 362-5858
Fax: (208) 965-8301
Email: sales@advancedcontrol.com

**ACS Standard Terms and Conditions of Sale can be found at
www.advancedcontrol.com/terms**

Casey Mordhorst

Jacobs/Ontario

Executed Agreement Reference: 20221025_1001

Change Order #: 20221115_1149

November 15, 2022

~ Change Order #2 - Well 4 Shelf-Spare Flow Meter Head Usage ~

Summary: This change order reflects a change in scope, that has been requested by Jacobs, within the referenced in the ACS Executed Agreement "Budgetary SCADA Changes & PLC Upgrades". This change is detailed as follows:

- Utilize existing shelf-spares flow meter head transmitter for Well 4
 - This spare McCrometer TR-15 flow head transmitter, provided by Jacobs, is equipped with a 4-20mA signal that is proportional to the measured flow
 - The flow signal can be used to provide inferred totalizing. This is less accurate than flow totalization provided by a flow meter transmitter, but can be used in some cases.
 - ACS has not yet confirmed if this TR-15 is in full working order
 - This TR-15 will be used instead of ACS purchasing new hardware for the Well 4 flow meter

Change Order Amount*: -\$2,547.00

* Due to the nature of this change, a Project Price reduction will be applied.

Updated Project Total Price*: \$95,338.21

* As of the published date and time of this change order, applied upon acceptance. Includes pricing changes of previous change orders. Future change orders could impact Project Total Price.

ACS will provide the services listed above. All others are excluded.

Information and prices are valid until 10 days from COR date above. To re-quote, please contact our office at 208.362.5858.

Notice To Proceed – Please sign where noted below and return a copy to our office. Your signature will serve as change order acceptance and our authorization to proceed.

Signature:	Date:
------------	-------

Name: Printed or Typed	Your PO Number or Work Order Number:
------------------------	--------------------------------------

Advanced Control Systems, LLC
2540 E. Franklin Rd.
Meridian, ID 83642

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**AGENDA REPORT
CONSENT AGENDA
November 22, 2022**

To: Mayor and City Council

FROM: Kari Ott, Finance Director

THROUGH: Danny K. Cummings, City Manager

SUBJECT: **MAYBERRY HOUSING INCENTIVE 2022-1: DIRTY GIRL CONSTRUCTION**

DATE: November 16, 2022

PROPOSED MOTION:

I MOVE THE CITY COUNCIL APPROVE THE APPLICATION BY DIRTY GIRL CONSTRUCTION FOR THE MAYBERRY HOUSING INCENTIVE PROGRAM IN THE AMOUNT OF \$2,352.94.

SUMMARY:

Dirty Girl Construction applied for \$2,352.94 through the Mayberry Housing Incentive Program.

The Mayberry Fund Committee is the reviewing and recommending authority for the City of Ontario Mayberry Housing Incentive Program and, as such, is the committee tasked with reviewing and providing a recommendation to the City Council on all applications submitted for the Mayberry Housing Incentive payments. The committee met and discussed the application.

BACKGROUND:

The City Council under Resolution Number 2022-120 created the Mayberry Housing Incentive Program to promote new housing development within the City limits of Ontario for the 55 years and older housing project called Mayberry Subdivision to help the senior citizens of Ontario with their housing needs. The Council approved \$80,000.00 for the program which is divided into the 34 new dwelling units in the approved Mayberry Subdivision for a \$2,352.94 incentive for each dwelling.

CURRENT SITUATION:

Dirty Girl Construction is requesting approval of their application for the \$2,352.94. Incentive on a new home to be located at 1253 PHILLIPS DRIVE. being LOT 3 of MAYBERRY SUBDIVISION. The proposed dwelling will be 1,063 Square feet. The application was deemed to be complete by the Community Development Director and the requirements of the Mayberry Housing Incentive Program and was forwarded to the committee for their review and recommendation. The committee recommended approval of the application on November 4, 2022.

ANALYSIS:

- A. **STRATEGIC PLAN** This action meets the goals of the City Council Strategic Plan by providing the lifestyle of the community, desirability of the community and growth to the City and its tax base.
- B. **FINANCIAL** The City would payout the Mayberry Housing Incentive created under Resolution 2022-121 in the amount of \$2,352.94.
- C. **TIMING** Time is of the essence on this application as the applicant wants to pull a building permit and start construction as soon as they receive their approval.
- D. **POLICY/LEGAL** The Mayberry Fund Committee is required to make a recommendation to the City Council. The City Council is required to approve the incentive prior to payment.

ALTERNATIVES:

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

Deny the Action: The \$2,352.94 payment will not be made.

RECOMMENDATION:

Staff reviewed the application for completeness and found it meeting or exceeding the minimum requirements. The Mayberry Fund Committee sent a favorable recommendation to the City Council. Therefore, staff recommends that the City Council approve the application by Dirty Girl Construction for the amount of \$2,352.94.

ATTACHMENTS:

1. 2022-1 Dirty Girl Construction Application



received
11-02-2022

City of Ontario, Oregon
Mayberry Subdivision
Housing Incentive Program Checklist

Applicant: DIRTY GIRL CONSTRUCTION Date: 11-2-2022

Site Address or Tax Lot: 1253 Phillips Circle Ontario (LOT 3)

Application Number: 2022-1 (City Use Only)

Application Information: (Applicant or Staff)

- ☒ Completed Application Signed & Dated: 11-2-2022
- ☒ Documentation showing funding: N/A
- ☒ Within the Mayberry Subdivision a 55 year of age or older senior housing project.
- ☒ Floor Plan or description describing minimum square footage:
 - 1. House Square footage: 1063
 - 2. Size of Garage: 278
- ☐ Description of Property of Home:
 - 1. Tax Lot map & Number: MAYBERRY LOT 3
 - 2. Copy of Deed: PLAT OF MAYBERRY SUB LOT 3
 - 3. Or written description: _____
- ☒ Completed W-9 Taxpayer Form.

Process Completed: (Staff Use Only below)

- ☒ PDAC (if Required) date Completed: N/A
- ☒ Community Development Director approval date: Dan Cummings 11-3-22
- ☒ Forwarded to Review Committee: 11-3-22
- ☐ Committee forwards recommendation to City Manager: _____
- ☐ City Council Approval or Denial: _____
- ☐ City Manager signs application signifying Council **Approval**: _____
- ☐ Application submitted to Finance for tracking: _____
- ☐ Certificate of Occupancy issued (within 2 yrs. of Council approval): _____
- ☐ Payment made to Owner: _____

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



**AGENDA REPORT
CONSENT AGENDA
November 22, 2022**

To: Mayor and City Council

FROM: Kari Ott, Finance Director

THROUGH: Danny K. Cummings, City Manager

SUBJECT: MAYBERRY HOUSING INCENTIVE 2022-2: DIRTY GIRL CONSTRUCTION

DATE: November 16, 2022

PROPOSED MOTION:

I MOVE THE CITY COUNCIL APPROVE THE APPLICATION BY DIRTY GIRL CONSTRUCTION FOR THE MAYBERRY HOUSING INCENTIVE PROGRAM IN THE AMOUNT OF \$2,352.94.

SUMMARY:

Dirty Girl Construction applied for \$2,352.94 through the Mayberry Housing Incentive Program.

The Mayberry Fund Committee is the reviewing and recommending authority for the City of Ontario Mayberry Housing Incentive Program and, as such, is the committee tasked with reviewing and providing a recommendation to the City Council on all applications submitted for the Mayberry Housing Incentive payments. The committee met and discussed the application.

BACKGROUND:

The City Council under Resolution Number 2022-120 created the Mayberry Housing Incentive Program to promote new housing development within the City limits of Ontario for the 55 years and older housing project called Mayberry Subdivision to help the senior citizens of Ontario with their housing needs. The Council approved \$80,000.00 for the program which is divided into the 34 new dwelling units in the approved Mayberry Subdivision for a \$2,352.94 incentive for each dwelling.

CURRENT SITUATION:

Dirty Girl Construction is requesting approval of their application for the \$2,352.94. Incentive on a new home to be located at 1251 PHILLIPS DRIVE. being LOT 4 of MAYBERRY SUBDIVISION. The proposed Dwelling will be 1,083 Square feet. The application was deemed to be complete by the Community Development Director and the requirements of the Mayberry Housing Incentive Program and was forwarded to the committee for their review and recommendation. The committee recommended approval of the application on November 4, 2022.

ANALYSIS:

- A. **STRATEGIC PLAN** This action meets the goals of the City Council Strategic Plan by providing the lifestyle of the community, desirability of the community and growth to the City and its tax base.
- B. **FINANCIAL** The City would payout the Mayberry Housing Incentive created under Resolution 2022-121 in the amount of \$2,352.94.
- C. **TIMING** Time is of the essence on this application as the applicant wants to pull a building permit and start construction as soon as they receive their approval.
- D. **POLICY/LEGAL** The Mayberry Fund Committee is required to make a recommendation to the City Council. The City Council is required to approve the incentive prior to payment.

ALTERNATIVES:

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

Deny the Action: The \$2,352.94 payment will not be made.

RECOMMENDATION:

Staff reviewed the application for completeness and found it meeting or exceeding the minimum requirements. The Mayberry Fund Committee sent a favorable recommendation to the City Council. Therefore, staff recommends that the City Council approve the application by Dirty Girl Construction for the amount of \$2,352.94.

ATTACHMENTS:

1. 2022-2 Dirty Girl Construction Application



received
11-02-2022

City of Ontario, Oregon
Mayberry Subdivision
Housing Incentive Program Checklist

Applicant: DIRTY GIRL CONSTRUCTION Date: 11-2-2022

Site Address or Tax Lot: 1251 Phillips Circle Ontario #LOT4

Application Number: 2022-2 (City Use Only)

Application Information: (Applicant or Staff)

- ☒ Completed Application Signed & Dated: 11-2-2022
- ☐ Documentation showing funding: _____
- ☒ Within the Mayberry Subdivision a 55 year of age or older senior housing project.
- ☒ Floor Plan or description describing minimum square footage:
1. House Square footage: 1083
 2. Size of Garage: 262
- ☐ Description of Property of Home:
1. Tax Lot map & Number: MAYBERRY #4
 2. Copy of Deed: Plat of Mayberry Sub. Lot 4
 3. Or written description: _____
- ☒ Completed W-9 Taxpayer Form.

Process Completed: (Staff Use Only below)

- ☒ PDAC (if Required) date Completed: N/A
- ☒ Community Development Director approval date: Dan Cummings 11-3-22
- ☒ Forwarded to Review Committee: 11-3-22
- ☐ Committee forwards recommendation to City Manager: _____
- ☐ City Council Approval or Denial: _____
- ☐ City Manager signs application signifying Council Approval: _____
- ☐ Application submitted to Finance for tracking: _____
- ☐ Certificate of Occupancy issued (within 2 yrs. of Council approval): _____
- ☐ Payment made to Owner: _____

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



**AGENDA REPORT
CONSENT AGENDA
November 22, 2022**

To: Mayor and City Council

FROM: Kari Ott, Finance Director

THROUGH: Danny K. Cummings, City Manager

SUBJECT: MAYBERRY HOUSING INCENTIVE 2022-3: DIRTY GIRL CONSTRUCTION

DATE: November 16, 2022

PROPOSED MOTION:

I MOVE THE CITY COUNCIL APPROVE THE APPLICATION BY DIRTY GIRL CONSTRUCTION FOR THE MAYBERRY HOUSING INCENTIVE PROGRAM IN THE AMOUNT OF \$2,352.94.

SUMMARY:

Dirty Girl Construction applied for \$2,352.94 through the Mayberry Housing Incentive Program.

The Mayberry Fund Committee is the reviewing and recommending authority for the City of Ontario Mayberry Housing Incentive Program and, as such, is the committee tasked with reviewing and providing a recommendation to the City Council on all applications submitted for the Mayberry Housing Incentive payments. The committee met and discussed the application.

BACKGROUND:

The City Council under Resolution Number 2022-120 created the Mayberry Housing Incentive Program to promote new housing development within the City limits of Ontario for the 55 years and older housing project called Mayberry Subdivision to help the senior citizens of Ontario with their housing needs. The Council approved \$80,000.00 for the program which is divided into the 34 new dwelling units in the approved Mayberry Subdivision for a \$2,352.94 incentive for each dwelling.

CURRENT SITUATION:

Dirty Girl Construction is requesting approval of their application for the \$2,352.94. Incentive on a new home to be located at 1249 PHILLIPS DRIVE. being LOT 5 of MAYBERRY SUBDIVISION. The proposed Dwelling will be 1,083 Square feet. The application was deemed to be complete by the Community Development Director and the requirements of the Mayberry Housing Incentive Program and was forwarded to the committee for their review and recommendation. The committee recommended approval of the application on November 4, 2022.

ANALYSIS:

- A. **STRATEGIC PLAN** This action meets the goals of the City Council Strategic Plan by providing the lifestyle of the community, desirability of the community and growth to the City and its tax base.
- B. **FINANCIAL** The City would payout the Mayberry Housing Incentive created under Resolution 2022-121 in the amount of \$2,352.94.
- C. **TIMING** Time is of the essence on this application as the applicant wants to pull a building permit and start construction as soon as they receive their approval.
- D. **POLICY/LEGAL** The Mayberry Fund Committee is required to make a recommendation to the City Council. The City Council is required to approve the incentive prior to payment.

ALTERNATIVES:

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

Deny the Action: The \$2,352.94 payment will not be made.

RECOMMENDATION:

Staff reviewed the application for completeness and found it meeting or exceeding the minimum requirements. The Mayberry Fund Committee sent a favorable recommendation to the City Council. Therefore, staff recommends that the City Council approve the application by Dirty Girl Construction for the amount of \$2,352.94.

ATTACHMENTS:

1. 2022-3 Dirty Girl Construction Application



received
11-02-2022

City of Ontario, Oregon
Mayberry Subdivision
Housing Incentive Program Checklist

Applicant: DIRTY GIRL CONSTRUCTION Date: 11-2-2022

Site Address or Tax Lot: 1249 Phillips Circle (Lot 5)

Application Number: 2022-3 (City Use Only)

Application Information: (Applicant or Staff)

- ☒ Completed Application Signed & Dated: 11-2-2022
- ☐ Documentation showing funding: _____
- ☒ Within the Mayberry Subdivision a 55 year of age or older senior housing project.
- ☐ Floor Plan or description describing minimum square footage:
1. House Square footage: 1083
 2. Size of Garage: 262
- ☐ Description of Property of Home:
1. Tax Lot map & Number: MAYBERRY LOT 5
 2. Copy of Deed: Plat of Mayberry Sub Lot 5
 3. Or written description: _____
- ☐ Completed W-9 Taxpayer Form.

Process Completed: (Staff Use Only below)

- ☒ PDAC (if Required) date Completed: N/A
- ☒ Community Development Director approval date: Dan Cummings 11-3-22
- ☒ Forwarded to Review Committee: 11-3-22
- ☒ Committee forwards recommendation to City Manager: [Signature]
- ☐ City Council Approval or Denial: _____
- ☐ City Manager signs application signifying Council Approval: _____
- ☐ Application submitted to Finance for tracking: _____
- ☐ Certificate of Occupancy issued (within 2 yrs. of Council approval): _____
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Return to: Dan K Cummings, Community Development Director, 458 SW 3rd Street, Ontario, OR 97914
541-881-3222 – dan.cummings@ontariooregon.org



**AGENDA REPORT
CONSENT AGENDA
November 22, 2022**

To: Mayor and City Council

FROM: Kari Ott, Finance Director

THROUGH: Danny K. Cummings, City Manager

SUBJECT: **MAYBERRY HOUSING INCENTIVE 2022-4: DIRTY GIRL CONSTRUCTION**

DATE: November 16, 2022

PROPOSED MOTION:

I MOVE THE CITY COUNCIL APPROVE THE APPLICATION BY DIRTY GIRL CONSTRUCTION FOR THE MAYBERRY HOUSING INCENTIVE PROGRAM IN THE AMOUNT OF \$2,352.94.

SUMMARY:

Dirty Girl Construction applied for \$2,352.94 through the Mayberry Housing Incentive Program.

The Mayberry Fund Committee is the reviewing and recommending authority for the City of Ontario Mayberry Housing Incentive Program and, as such, is the committee tasked with reviewing and providing a recommendation to the City Council on all applications submitted for the Mayberry Housing Incentive payments. The committee met and discussed the application.

BACKGROUND:

The City Council under Resolution Number 2022-120 created the Mayberry Housing Incentive Program to promote new housing development within the City limits of Ontario for the 55 years and older housing project called Mayberry Subdivision to help the senior citizens of Ontario with their housing needs. The Council approved \$80,000.00 for the program which is divided into the 34 new dwelling units in the approved Mayberry Subdivision for a \$2,352.94 incentive for each dwelling.

CURRENT SITUATION:

Dirty Girl Construction is requesting approval of their application for the \$2,352.94. Incentive on a new home to be located at 1234 PHILLIPS DRIVE. being LOT 29 of MAYBERRY SUBDIVISION. The proposed dwelling will be 1,023 square feet. The application was deemed to be complete by the Community Development Director and the requirements of the Mayberry Housing Incentive Program and was forwarded to the committee for their review and recommendation. The committee recommended approval of the application on November 4, 2022.

ANALYSIS:

- A. **STRATEGIC PLAN** This action meets the goals of the City Council Strategic Plan by providing the lifestyle of the community, desirability of the community and growth to the City and its tax base.
- B. **FINANCIAL** The City would payout the Mayberry Housing Incentive created under Resolution 2022-121 in the amount of \$2,352.94.
- C. **TIMING** Time is of the essence on this application as the applicant wants to pull a building permit and start construction as soon as they receive their approval.
- D. **POLICY/LEGAL** The Mayberry Fund Committee is required to make a recommendation to the City Council. The City Council is required to approve the incentive prior to payment.

ALTERNATIVES:

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

Deny the Action: The \$2,352.94 payment will not be made.

RECOMMENDATION:

Staff reviewed the application for completeness and found it meeting or exceeding the minimum requirements. The Mayberry Fund Committee sent a favorable recommendation to the City Council. Therefore, staff recommends that the City Council approve the application by Dirty Girl Construction for the amount of \$2,352.94.

ATTACHMENTS:

1. 2022-4 Dirty Girl Construction Application



received
11-02-2022

City of Ontario, Oregon
Mayberry Subdivision
Housing Incentive Program Checklist

Applicant: DIRTY GIRL CONSTRUCTION Date: 11-2-2022

Site Address or Tax Lot: 1234 Phillips Circle Ontario (LOT 29)

Application Number: 2022-4 (City Use Only)

Application Information: (Applicant or Staff)

- ☒ Completed Application Signed & Dated: 11-2-2022
- ☐ Documentation showing funding: _____
- ☒ Within the Mayberry Subdivision a 55 year of age or older senior housing project.
- ☒ Floor Plan or description describing minimum square footage:
1. House Square footage: 1023
 2. Size of Garage: 261
- ☐ Description of Property of Home:
1. Tax Lot map & Number: MAYBERRY (LOT 29)
 2. Copy of Deed: Plot of May Berry LOT 29
 3. Or written description: _____
- ☒ Completed W-9 Taxpayer Form.

Process Completed: (Staff Use Only below)

- ☒ PDAC (if Required) date Completed: N/A.
- ☒ Community Development Director approval date: Dan Cummings
- ☒ Forwarded to Review Committee: 11-3-22
- ☐ Committee forwards recommendation to City Manager: _____
- ☐ City Council Approval or Denial: _____
- ☐ City Manager signs application signifying Council **Approval**: _____
- ☐ Application submitted to Finance for tracking: _____
- ☐ Certificate of Occupancy issued (within 2 yrs. of Council approval): _____
- ☐ Payment made to Owner: _____

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



**AGENDA REPORT
OLD BUSINESS
November 22, 2022**

To: Mayor and City Council
FROM: Dan Cummings, City Manager
THROUGH: Danny K. Cummings, City Manager
SUBJECT: **PROPOSED GRANT PLANNING DOCUMENT**
DATE: November 15, 2022

PROPOSED MOTION:

- 1). I MOVE THE CITY COUNCIL TO INSTRUCT STAFF TO PURSUE THE GRANTS IN THE PLANNING DOCUMENT PER THE ATTACHMENT TO THIS REPORT.
OR
2). I MOVE THE CITY COUNCIL TO INSTRUCT STAFF TO PURSUE THE GRANTS IN THE PLANNING DOCUMENT PER THE ATTACHMENT TO THIS REPORT AS AMENDED.

SUMMARY:

2022-2023 Proposed grants

BACKGROUND:

City staff have been working with the current grant writers for federal grants and have determined that we need to narrow down the scope of grants we need to pursue due to the limited staff time we have to devote to providing the required information to submit for the grants.

CURRENT SITUATION:

Staff and Merchant MacIntire have created a Grant Planning document and will present it to the Council for consideration.

ANALYSIS:

- A. **STRATEGIC PLAN** none proposed
- B. **FINANCIAL** none proposed
- C. **TIMING** It should be determined as soon as possible to proceed with the grants proposed.
- D. **POLICY/LEGAL** none proposed

ALTERNATIVES:

none proposed

RECOMMENDATION:

Staff recommends that Council approve the proposed grant planning document.

ATTACHMENTS:

1. City of Ontario 2022-2023 Grant Planning_November City Council Memo



City of Ontario 2022-2023 Grant Planning

All of us at Merchant McIntyre have been honored to serve the City of Ontario the past two years. While we have achieved a small handful of successes, we are focused on securing significant funding that addresses your infrastructure, public safety, economic development, and other needs.

To achieve those objectives, we have worked closely with city leadership and staff to develop a plan that targets the forecasted federal grants best aligned with city priorities. Our trip to Ontario on October 24-25 enabled us to see and discuss specific projects with your team and further clarify grant requirements well in advance of funding releases.

Our ability to predict which grants are coming, combined with our joint strategic review and a clear understanding of the grant requirements we must begin addressing ahead of the funding release, will enable us to work together with city staff to substantially increase our chances for success. To that point, it's a unique time for infrastructure grant funding given the passage of the Bipartisan Infrastructure Law (BIL) and the availability of funding for five years (we are entering the second of the five cycles). The requirements for each DOT grant are similar, which enables us to take multiple swings at your project needs, while managing the burden on city leadership and staff.

Grant Application Requirements

Our review on October 24-25 and subsequent discussions with city staff have clarified our joint recommended projects and the funding targets on which we're launching specific grant development activities that must proceed now in order for the city to be competitive for these upcoming opportunities. This includes:

- Preliminary Design & Engineering. For all infrastructure grant applications, we must have preliminary design & engineering information that details the scope of work, schedule, budget, and construction activities associated with the project. *MM ensures city engineering staff has information and requirements (via agency guidance, templates, and winning examples) it needs to complete this information for the application.*
- Return on Investment. We must demonstrate the return the government will receive for every grant investment it makes in the city. For infrastructure funding this means the inclusion of a Benefit-Cost Analysis (BCA) in each grant application. For earmarks and other grants, we must include compelling information in our narrative. *MM ensures city leadership and engineering staff understand the requirements (via agency guidance, templates, and examples) for a BCA and develop timelines that enable inclusion of the analysis in the application.*
- Public Engagement. Increasingly, federal grants require applicants to demonstrate robust public engagement in developing a project and grant application. Public meetings, surveys, and coordination with critical stakeholders and community organizations can make the difference in a funding award decision. *MM outlines the public engagement plan, drafts letters of support, and creates a timeline that enables this engagement to proceed in advance of the grant application submission.*

MM's organization of the entire application, writing of the grant narrative, and deployment of political support must be combined with these city-led components to drive up our success rate for the city.

We will also ensure city leadership and staff are aware of, and able to appropriately plan and budget for, funding match requirements for each grant we target. Most of the grant targets we've outlined below do require a match commitment from the city, though percentages and approaches (cash vs. in-kind) vary.



MERCHANT
MCINTYRE
ASSOCIATES

Grant Targets

The grant targets we recommend the city move on in 2022 and through 2023 are based on our October site visit and meetings, ongoing discussions with city leadership and staff regarding priorities and capacity.

Timeframe	Grant Program	Targeted Project
Grant released in late November and due in late February 2023.	RAISE Discretionary Grant	Larger city “umbrella” project that captures priority infrastructure needs. <i>(vs. Fruitland Bridge planning project)</i>
December planning for submission in March/April 2023.	Congressional Initiated Projects (earmarks)	Ladder Truck. Public safety equipment upgrades (consider joint submission with the county and Nyssa).
All three grants will be released and due between Jan-March 2023. Choose 1 based on priority need(s). Application launch to begin post-Thanksgiving 2022.	- Assistance to Firefighters Grant (AFG) - Staffing For Adequate Fire and Emergency Response (SAFER) - Fire Prevention & Safety (FP&S)	Ladder Truck & other apparatus; staffing (recruitment, hiring, & retention); training; and equipment
DOJ grant releases across multiple programs will begin in early 2023 and continue into the summer. Choose 1 based on priority needs.	- Body-Worn Camera (BWC) Program - COPS Hiring Program (CHP) - School Violence Prevention Program (SVPP) // STOP School Violence Program - Community Policing Development (CPD) // Just Policing Program (JPP)	Law enforcement priorities, including staffing, training, equipment, school violence prevention, and department-wide improvements.
March 2023 release anticipated, with a May 2023 deadline.	Rural Surface Transportation Grant (RSTG)	Larger city “umbrella” project that captures priority infrastructure needs.
June 2023 release anticipated, with a September 2023 deadline.	Safe Streets and Roads for All (SS4A)	Depending on the award decision on the city’s 2022 submission, resubmit the Action Plan application or submit a construction grant application.
July 2023 released expected, with an early October 2023 deadline.	Reconnecting Communities Discretionary Grant	Larger city “umbrella” project that captures priority infrastructure needs.
TBD	State of Oregon / Other opportunity referred by the city.	We are including a placeholder in our 2023 plan to account for state grant opportunities that MM can support.



MERCHANT
MCINTYRE
ASSOCIATES

Once again, MM appreciates the opportunity to serve the City of Ontario. It's a unique time for federal infrastructure and grant funding and we look forward to working with city leadership and staff to secure the grant funding the city requires to meet the needs of its citizens. Thank you.

####



**AGENDA REPORT
OLD BUSINESS
November 22, 2022**

To: Mayor and City Council

FROM: Dan Cummings, City Manager

THROUGH: Danny K. Cummings, City Manager

SUBJECT: PROFESSIONAL SERVICES CONTRACT: GRANT WRITERS

DATE: October 25, 2022

PROPOSED MOTION:

1). I MOVE THE CITY COUNCIL TO DIRECT STAFF TO NEGOTIATE A NEW CONTRACT WITH MARCHANT MCINTYRE BASED ON A NEW PROPOSAL SUBMITTED BY MERCHANT MCINTYRE AND BRING THE NEW PROPOSAL AND PROPOSED CONTRACT BACK TO THE CITY COUNCIL AT THE DECEMBER 13, 2022 COUNCIL MEETING.

OR

2). I MOVE THE CITY COUNCIL TO INSTRUCT STAFF TO ADVERTISE THE RFP FOR ANOTHER THREE-WEEK PERIOD.

OR

3). I MOVE THE CITY COUNCIL TO TABLE THIS ITEM UNTIL THE JANUARY 24, 2023 COUNCIL MEETING.

SUMMARY:

Currently, the city has been operating on a short-term contract and needs to discuss how to proceed with grant writing services.

BACKGROUND:

In September and October, the City put out an RFP for firms interested in providing grant writing services both for Federal and State grants. At the close of the RFP time period, only one submittal had been received but it arrived 3 hours after the time of bid opening and was not open.

The one proposal submitted late was from Merchant McIntyre & Associates, who are the current contracted grant writers.

CURRENT SITUATION:

The Council should decide what direction they want to pursue with a grant writer. The Council has the right to review the new proposal from Merchant McIntyre & Associates and decide if they want to contract with them under the new proposal submitted by the firm.

Merchant McIntyre & Associates has indicated that they mainly work on Federal grants but would not have any issues helping the city with state grants that the city found and wanted to pursue, either within the time allotted for federal grants or at a negotiated cost based on the timetable and time of the grant.

ANALYSIS:

- A. **STRATEGIC PLAN** Pursuing grants is part of the City Council Strategic Plan to help fund projects and city needs.
- B. **FINANCIAL** Depends on the process the Council chooses, but under the proposal, it would be \$78,000 a year (\$6,500/mo) to contract with Merchant McIntyre & Associates.
- C. **TIMING** A decision should be made soon.
- D. **POLICY/LEGAL** Council is the governing body approving contracts.

ALTERNATIVES:

Options have been given in the form of motions.

RECOMMENDATION:

Staff recommends the City Council renegotiate a new contract with Merchant McIntyre so that we can continue to pursue the federal grants.

ATTACHMENTS:

None

CITY OF ONTARIO

REQUEST FOR BOARD OR COMMISSION APPOINTMENT

Mail , email or personally deliver to: *City of Ontario -- City Recorder*
444 SW 4th St., Ontario, OR 97914
(541) 889-3232 tori.barnett@ontariooregon.org

The Ontario City Council appoints individuals to numerous Boards, Committees, and the Planning Commission. Persons who wish to serve need to provide the following information.

NAME: Partin Michael L
Last First, Middle Initial

HOME ADDRESS: 1803 N Allen ave Fruitland 83619
Street City Zip Code

TELEPHONE: 208-899-7510 mikepartin@aol.com
Home, Work, Cell, or Business (Include Area Code) E-mail Address

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

1. Park 2. _____ 3. _____

Community Activities/Civic Organization/Boards/Committees:

Activity / Organization:	Length of Service	Position (s) Held:
<u>Rotary</u>	<u>22 years</u>	<u>Pres., sec, etc</u>
<u>Boy Scouts</u>	<u>62 years</u>	<u>cubmaster now</u>
<u>Master Gardener</u>	<u>7 years</u>	_____

Employment:

<u>Retired, Ontario Memorial Hall</u>	<u>Hall manager</u>	_____
Current Employer:	Position:	Dates of Employment:

Education:

BS

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

Replacing Dave Goldthorpe from Rotary to the Park committee

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

Michael L. Partin
Signature:

November 14, 2022
Date:

Committee/Council Liaison Appointments - 2022

Committee	New Term Expires	Current Member	Applicant-Interested
Airport [4 year term]			
Full			
Budget [4 year term]			
Full			
Diversity Advisory [3 year term]			
Public Member			
Public Member			
Ontario Promise/529 Plan			
Full			
Parks [3 year term]			
Public Member	12-23	David Goldthorpe	Michael Partin
Planning Commission [4 year term]			
Full			
Public Works [3 year term]			
Full			
Tater Tot Ad Hoc			
Full			
V&C [3 year term]			
Full			

Budget: As needed @ City Hall

Business Loan Fund: As needed @ City Hall

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

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

Marijuana Ad Hoc: As needed, Evenings @ City Hall

Ontario Promise/529 Program: As needed @ City Hall

Parks: 3rd Thursday each month, 6:00 p.m. @ City Hall

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

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

Tater Tot Trail Ad Hoc: As needed, Evenings @ City Hall

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



**AGENDA REPORT
NEW BUSINESS**
November 22, 2022

To: Mayor and City Council

FROM: Paul Woods, City Engineer

THROUGH: Danny K. Cummings, City Manager

SUBJECT: ODOT MASTER GRANT AGREEMENT: FUND EXCHANGE PROGRAM

DATE: November 8, 2022

PROPOSED MOTION:

I MOVE THE CITY COUNCIL APPROVE THE MASTER GRANT AGREEMENT WITH THE OREGON DEPARTMENT OF TRANSPORTATION FOR THE FUND EXCHANGE PROGRAM AND AUTHORIZE THE MAYOR TO SIGN.

SUMMARY:

Pursuant to the Federal-Aid Project Guidelines and Working Agreement between ODOT, the Association of Oregon Counties and the League of Oregon Cities No. 32588 dated August 23, 2018, ODOT will annually make state funds available for which recipients may exchange their annual allocation of federal Surface Transportation Block Grant funds ("STBG Funds"). The state funds that ODOT annually makes available for exchange are referred to in this Agreement as the "Grant Funds." ODOT will annually determine the amount of STBG Funds, and hence Grant Funds, available to the Recipient and announce the STBG Funds amount via ODOT's website in January of each year. This agreement memorializes this grant program.

BACKGROUND:

Pursuant to the Federal-Aid Project Guidelines and Working Agreement between ODOT, the Association of Oregon Counties and the League of Oregon Cities No. 32588 dated August 23, 2018, ODOT will annually make state funds available for which recipients may exchange their annual allocation of federal Surface Transportation Block Grant funds ("STBG Funds").

CURRENT SITUATION:

The state funds that ODOT annually makes available for exchange are referred to in this Agreement as the "Grant Funds." ODOT will annually determine the amount of STBG Funds, and hence Grant Funds, available to the Recipient and announce the STBG Funds amount via ODOT's website in January of each year. This agreement memorializes this grant program.

ANALYSIS:

- A. **STRATEGIC PLAN** The agreement is consistent with the City's Strategic Plan.
- B. **FINANCIAL** The financial impact is positive in that it enables grant funds to be awarded to the city.
- C. **TIMING** Time is of the essence in executing the agreement so that available funding can be used before the end of the calendar year.
- D. **POLICY/LEGAL** None

ALTERNATIVES:

If the agreement is not approved, the opportunity for grant funding is lost.

RECOMMENDATION:

Staff recommends approval of the ODOT Master Agreement.

ATTACHMENTS:

1. 13450_FEX_Ontario

**MASTER GRANT AGREEMENT
OREGON DEPARTMENT OF TRANSPORTATION
FUND EXCHANGE PROGRAM (FEX)**

This Master Grant Agreement (“Agreement”) is made and entered into by and between the **State of Oregon**, acting by and through its Department of Transportation (“ODOT”), and the **City of Ontario**, acting by and through its Governing Body, (“Recipient”), both referred to individually or collectively as “Party” or “Parties.”

- 1. Effective Date.** This Agreement shall become effective on the date this Agreement is fully executed and approved as required by applicable law (the “Effective Date”). The availability of Grant Funds (as defined in Section 3) shall be from January 1, 2021 to September 30, 2024 (the “Term”).
- 2. Agreement Documents.** This Agreement consists of this document and the following documents attached to this Agreement:

Exhibit A:	Recipient Requirements
Exhibit B:	Subagreement Insurance Requirements
Exhibit C:	Direct Deposit/ACH Credit Authorization
Exhibit D:	Funding Request Letter template

In the event of a conflict between two or more of the documents comprising this Agreement, the language in the document with the highest precedence shall control. The precedence of each of the documents comprising this Agreement is as follows, listed from highest precedence to lowest precedence: this Agreement without Exhibits; Exhibit A; Exhibit B; Exhibit C; Exhibit D.

- 3. Grant Funds.** Pursuant to the Federal-Aid Project Guidelines and Working Agreement among ODOT, the Association of Oregon Counties and the League of Oregon Cities No. 32588 dated August 23, 2018, ODOT will annually make state funds available for which Recipient may exchange Recipient’s annual allocation of federal Surface Transportation Block Grant funds (“STBG Funds”). The state funds that ODOT annually makes available for exchange are referred to in this Agreement as the “Grant Funds.” ODOT will annually determine the amount of STBG Funds, and hence Grant Funds, available to the Recipient and announce the STBG Funds amount via ODOT’s website in January of each year.
- 4. Exchange Rate.** During the Term, ODOT will exchange Recipient’s annual allocation of STBG Funds for Grant Funds at the following rates:
 - a.** Ninety-four cents (\$0.94) in Grant Funds for one dollar (\$1.00) of STBG Funds until December 31, 2021.
 - b.** Ninety cents (\$0.90) in Grant Funds for one dollar (\$1.00) of STBG Funds January 1, 2022 and after.

5. Eligible Projects and Costs.

- a. Use of Grant Funds.** Grant Funds may only be used for transportation projects that are State Highway Trust Fund eligible, that is, those that are consistent with Article IX, Section 3a, of the Oregon Constitution (each such State Highway Trust Fund eligible transportation project is referred to in this Agreement as a “Project”). Grant Funds may be used for all phases of a Project, including, but not limited to, preliminary engineering, right of way, utility relocation, and construction.
- b. Eligible Costs.** Recipient shall use Grant Funds only for its actual costs to deliver Projects consistent with the terms of this Agreement (“Eligible Costs”).
 - i.** Eligible Costs are actual costs of Recipient to the extent those costs are:
 - A.** reasonable, necessary and directly used for a Project;
 - B.** permitted by generally accepted accounting principles established by the Governmental Accounting Standards Board, as reasonably interpreted by the State, to be capitalized to an asset that is part of a Project; and
 - C.** eligible or permitted uses of the Grant Funds under the Oregon Constitution, the statutes and laws of the state of Oregon, and this Agreement.
 - ii.** Eligible Costs can include the purchase of aggregate or equipment, provided that:
 - A.** purchases or production of aggregate must be roadway-related and exclusively used for roadway work; and
 - B.** purchased equipment must be used exclusively for roadway purposes for the useful life of the equipment. Recipient shall clearly describe in the Funding Request, as that capitalized term is defined in Section 6.a., how it plans to use said equipment on roadways and for roadway purposes. In the event that the equipment is not used for roadway purposes, Recipient shall pay to ODOT the fair market rental value for Recipient’s non-roadway use of the equipment. The useful life and the fair market rental value of the equipment shall be determined by ODOT, based on the type and condition of equipment.
 - iii.** Eligible Costs do NOT include:
 - A.** loans or grants to be made to third parties; or
 - B.** any expenditures incurred before the Effective Date or after the Availability Termination Date.

6. Grant Funds Distribution Process

- a.** To receive a distribution of Grant Funds during the Term, Recipient shall submit a funding request letter to the ODOT Contact for approval (a “Funding Request”). The Funding Request

must be on Recipient letterhead and include all information set forth in the letter template attached as Exhibit D. If Recipient chooses not to request Grant Funds in a calendar year, the year's Grant Funds amount will accumulate ("bank") for Recipient's future use. ODOT's distribution of Grant Funds will be limited to Recipient's cumulative amount of Grant Funds available at the time a Funding Request is submitted. ODOT will not advance any Grant Funds based on anticipated future allocations of STBG Funds.

- b. Upon approving a Funding Request, ODOT will disburse the requested Grant Funds amount to Recipient via electronic funds transfer to the deposit account designated in Exhibit C.
- c. ODOT's obligation to disburse Grant Funds to Recipient is subject to the satisfaction, with respect to each disbursement, of each of the following conditions precedent:
 - i. ODOT has received funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow ODOT, in the exercise of its reasonable administrative discretion, to make the disbursement.
 - ii. Recipient is in compliance with the terms of this Agreement.
 - iii. Recipient's representations and warranties set forth in Section 7 are true and correct on the date of disbursement with the same effect as though made on the date of disbursement.
- d. **Recovery of Grant Funds.** Any Grant Funds disbursed to Recipient under this Agreement that are expended in violation of one or more of the provisions of this Agreement ("Misspent Funds") must be returned to ODOT. Recipient shall return all Misspent Funds to ODOT promptly after ODOT's written demand and no later than fifteen (15) days after ODOT's written demand.

7. Representations and Warranties of Recipient. Recipient represents and warrants to ODOT as follows:

- a. **Organization and Authority.** Recipient is duly organized and validly existing under the laws of the State of Oregon and is eligible to receive the Grant Funds. Recipient has full power, authority and legal right to make this Agreement and to incur and perform its obligations hereunder, and the making and performance by Recipient of this Agreement (1) have been duly authorized by all necessary action of Recipient and (2) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of Recipient's Articles of Incorporation or Bylaws, if applicable, (3) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which Recipient is a party or by which Recipient or any of its properties may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by Recipient of this Agreement.
- b. **Binding Obligation.** This Agreement has been duly executed and delivered by Recipient and constitutes a legal, valid and binding obligation of Recipient, enforceable in accordance with its

terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.

- c. **No Solicitation.** Recipient's officers, employees, and agents shall neither solicit nor accept gratuities, favors, or any item of monetary value from contractors, potential contractors, or parties to subagreements. No member or delegate to the Congress of the United States or State of Oregon employee shall be admitted to any share or part of this Agreement or any benefit arising therefrom.
- d. **No Debarment.** Neither Recipient nor its principals is presently debarred, suspended, or voluntarily excluded from any federally-assisted transaction, or proposed for debarment, declared ineligible or voluntarily excluded from participating in this Agreement by any state or federal agency. Recipient agrees to notify ODOT immediately if it is debarred, suspended or otherwise excluded from any federally assisted transaction for any reason or if circumstances change that may affect this status, including without limitation upon any relevant indictments or convictions of crimes.
- e. **Compliance with Oregon Taxes, Fees and Assessments.** Recipient is, to the best of the undersigned(s) knowledge, and for the useful life of this Agreement will remain, current on all applicable state and local taxes, fees and assessments.

8. Records Maintenance and Access; Audit.

- a. **Records, Access to Records and Facilities.** Recipient shall make and retain proper and complete books of record and account and maintain all fiscal records related to this Agreement in accordance with all applicable generally accepted accounting principles, generally accepted governmental auditing standards and state minimum standards for audits of municipal corporations. Recipient shall ensure that each of its subrecipients and subcontractors complies with these requirements. ODOT, the Secretary of State of the State of Oregon (the "Secretary") and their duly authorized representatives shall have access to the books, documents, papers and records of Recipient that are directly related to this Agreement, the Grant Funds, or any Project funded by this Agreement, for the purpose of making audits and examinations. In addition, ODOT, the Secretary and their duly authorized representatives may make and retain excerpts, copies, and transcriptions of the foregoing books, documents, papers, and records. Recipient shall permit authorized representatives of ODOT and the Secretary to perform site reviews, and to inspect all vehicles, real property, facilities and equipment purchased by Recipient as part of this Agreement, and any transportation services rendered by Recipient. Without limiting the foregoing, ODOT may request, and Recipient shall provide, documentation of expenditures to confirm that Recipient uses Grant Funds only for State Highway Trust Fund eligible purposes. ODOT may also conduct on-site inspections of any Project funded under this Agreement to ensure that the Project is State Highway Trust Fund eligible.
- b. **Retention of Records.** Recipient shall retain and keep accessible all books, documents, papers, and records that are directly related to this Agreement, the Grant Funds or any Project funded by this Agreement for a period of six (6) years after final payment. If there are unresolved audit questions at the end of the period described in this section, Recipient shall retain the records until the questions are resolved.

- c. **Expenditure Records.** Recipient shall document the expenditure of all Grant Funds disbursed by ODOT under this Agreement. Recipient shall create and maintain all expenditure records in accordance with generally accepted accounting principles and in sufficient detail to permit ODOT to verify how the Grant Funds were expended.

This Section 8 shall survive any expiration or termination of this Agreement.

9. Recipient Subagreements and Procurements

- a. **Subagreements.** Recipient may enter into agreements with sub-recipients, contractors or subcontractors (collectively, “subagreements”) for performance of this Agreement.
 - i. All subagreements must be in writing, executed by Recipient and must incorporate and pass through all of the applicable requirements of this Agreement to the other party or parties to the subagreement(s). Use of a subagreement does not relieve Recipient of its responsibilities under this Agreement.
 - ii. Recipient shall require all of its contractors performing work under this Agreement to name ODOT as a third party beneficiary of Recipient’s subagreement with the Contractor and to name ODOT as an additional or “dual” obligee on contractors’ payment and performance bonds.
 - iii. Recipient shall provide ODOT with a copy of any signed subagreement, as well as any other purchasing or contracting documentation, upon ODOT’s request at any time. Recipient must report to ODOT any material breach of a term or condition of a subagreement within ten (10) days of Recipient discovering the breach.
- b. **Subagreement indemnity; insurance.**

Recipient’s subagreement(s) shall require the other party to such subagreements(s) that is not a unit of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless State of Oregon, the Oregon Transportation Commission and its members, the Department of Transportation, their officers, agents and employees from and against any and all claims, actions, liabilities, damages, losses, or expenses, including attorneys’ fees, arising from a tort, as now or hereafter defined in ORS 30.260, caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the other party to Recipient’s subagreement or any of such party’s officers, agents, employees or subcontractors (“Claims”). It is the specific intention of the Parties that ODOT shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of ODOT, be indemnified by the other party to Recipient’s subagreement(s) from and against any and all Claims.

- i. Any such indemnification shall also provide that neither Recipient’s subrecipient(s), contractor(s) nor subcontractor(s), nor any attorney engaged by Recipient’s subrecipient(s), contractor(s) nor subcontractor(s) shall defend any claim in the name of ODOT or any agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without the prior written consent of the Oregon Attorney General. The State may, at any time at its election, assume its own defense and settlement in the event that it determines that Recipient’s subrecipient is prohibited from defending the State, or that

Recipient's subrecipient is not adequately defending the State's interests, or that an important governmental principle is at issue or that it is in the best interests of the State to do so. The State reserves all rights to pursue claims it may have against Recipient's subrecipient if the State of Oregon elects to assume its own defense.

- ii. For Projects that are on or along a state highway, Recipient shall require its contractor(s) to meet the minimum insurance requirements provided in Exhibit B. Recipient may specify insurance requirements of its contractor(s) above the minimum insurance requirements specified in Exhibit B. Recipient shall verify its contractor(s) meet the insurance requirements in Exhibit B.
- iii. Recipient shall determine insurance requirements, insurance types and amounts, as deemed appropriate based on the risk of the work outlined within the subagreement. Recipient shall specify insurance requirements and require its contractor(s) to meet the insurance requirements. Recipient shall obtain proof of the required insurance coverages, as applicable, from any contractor providing services related to the subagreement.
- iv. Recipient shall require its contractor(s) to require and verify that all subcontractors carry insurance coverage that the contractor(s) deems appropriate based on the risks of the subcontracted work.
- c. **Procurements.** Recipient shall make purchases of any equipment, materials, or services comply with Oregon law, including all applicable provisions of the Oregon Public Contracting Code, Oregon Revised Statute (ORS) 279 A, B, and C, and rules, ensuring that:
 - i. All applicable clauses required by federal statute, executive orders and their implementing regulations are included in each competitive procurement; and
 - ii. All procurement transactions are conducted in a manner providing full and open competition.
- d. **Conflicts of Interest.** Recipient's public officials shall comply with Oregon's government ethics laws, ORS 244.010 *et seq.*, as those laws may be subsequently amended.

10. Termination

- a. **Mutual Termination.** This Agreement may be terminated by mutual written consent of the Parties.
- b. **Termination by ODOT.** ODOT may terminate this Agreement effective upon delivery of written notice of termination to Recipient, or at such later date as may be established by ODOT in such written notice, under any of the following circumstances:
 - i. If Recipient takes any action pertaining to this Agreement without the approval of ODOT and which under the provisions of this Agreement would have required ODOT's approval;
 - ii. If Recipient fails to perform any of its other obligations under this Agreement, and that failure continues for a period of 10 calendar days after the date ODOT delivers Recipient written

notice specifying such failure. ODOT may agree in writing to an extension of time if it determines Recipient instituted and has diligently pursued corrective action;

- iii. If ODOT fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow ODOT, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement;
 - iv. If Federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that is no longer allowable or no longer eligible for funding under this Agreement; or
 - v. If a Project funded under this Agreement would not produce results commensurate with the further expenditure of funds.
- c. **Termination by Either Party.** Either Party may terminate this Grant Agreement upon at least ten (10) days' notice to the other Party and failure of the other Party to cure within the period provided in the notice, if the other Party fails to comply with any of the terms of this Grant Agreement.
- d. **Rights upon Termination; Remedies.** Any termination of this Grant Agreement shall not prejudice any rights or obligations accrued before termination. The remedies set forth in this Grant Agreement are cumulative and are in addition to any other rights or remedies available at law or in equity.

11. GENERAL PROVISIONS

- a. **Indemnity.** RECIPIENT SHALL INDEMNIFY AND DEFEND ODOT AND ITS OFFICERS, EMPLOYEES AND AGENTS FROM AND AGAINST ALL CLAIMS, SUITS, ACTIONS, LOSSES, DAMAGES, LIABILITIES, COSTS AND EXPENSES OF ANY NATURE WHATSOEVER ARISING OUT OF, OR RELATING TO THE INTENTIONAL MISCONDUCT, OR RECKLESS OR NEGLIGENT ACTS OR OMISSIONS OF RECIPIENT OR ITS OFFICERS, EMPLOYEES, SUBCONTRACTORS, OR AGENTS UNDER THIS AGREEMENT.

ODOT shall reasonably cooperate in good faith, at Recipient's reasonable expense, in the defense of a covered claim. Recipient shall select counsel reasonably acceptable to the Oregon Attorney General to defend such claim and all costs of such counsel shall be borne by Recipient. Counsel must accept appointment as a Special Assistant Attorney General under ORS Chapter 180 before such counsel may act in the name of, or represent the interests of, ODOT, its officers, employees or agents. ODOT may elect to assume its own defense with an attorney of its own choice and its own expense at any time ODOT determines important governmental interests are at stake. ODOT agrees to promptly provide Recipient with notice of any claim that may result in an indemnification obligation hereunder. Subject to the limitations noted above, Recipient may defend such claim with counsel of its own choosing provided that no settlement or compromise of any such claim shall occur without the consent of ODOT, which consent shall not be unreasonably withheld, conditioned or delayed.

- b. **Contribution.**

- i. If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 (“Third Party Claim”) against ODOT or Recipient with respect to which the other Party may have liability, the notified Party must promptly notify the other Party in writing of the Third Party Claim and deliver to the other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by a Party of the notice and copies required in this paragraph and meaningful opportunity for the Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to that Party’s liability with respect to the Third Party Claim.
- ii. With respect to a Third Party Claim for which ODOT is jointly liable with Recipient (or would be if joined in the Third Party Claim), ODOT shall contribute to the amount of expenses (including attorneys’ fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Recipient in such proportion as is appropriate to reflect the relative fault of ODOT on the one hand and of the Recipient on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of ODOT on the one hand and of Recipient on the other hand shall be determined by reference to, among other things, the Parties’ relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. ODOT’s contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if ODOT had sole liability in the proceeding.
- iii. With respect to a Third Party Claim for which Recipient is jointly liable with ODOT (or would be if joined in the Third Party Claim), Recipient shall contribute to the amount of expenses (including attorneys’ fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by ODOT in such proportion as is appropriate to reflect the relative fault of Recipient on the one hand and of ODOT on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Recipient on the one hand and of ODOT on the other hand shall be determined by reference to, among other things, the Parties’ relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Recipient’s contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.
- c. **Dispute Resolution.** The Parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.
- d. **Amendments.** This Agreement may be amended or extended only by a written instrument signed by both Parties and approved as required by applicable law.

- e. Duplicate Payment.** Recipient is not entitled to compensation or any other form of duplicate, overlapping or multiple payments for the same work performed under this Agreement from any agency of the State of Oregon or the United States of America or any other party, organization or individual.
- f. No Third Party Beneficiaries.** ODOT and Recipient are the only Parties to this Agreement and are the only Parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly or indirectly, to a third person unless such a third person is individually identified by name herein and expressly described as an intended beneficiary of the terms of this Agreement.
- g. Notices.** Except as otherwise expressly provided in this Agreement, any communications between the Parties hereto or notices to be given hereunder shall be given in writing by personal delivery, email or mailing the same, postage prepaid, to Recipient Contact or ODOT Contact at the address or number set forth on the signature page of this Agreement, or to such other addresses or numbers as either Party may hereafter indicate pursuant to this Section 10(g). Any communication or notice personally delivered shall be deemed to be given when actually delivered. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine, and to be effective against ODOT, such facsimile transmission must be confirmed by telephone notice to ODOT Contact. Any communication by email shall be deemed to be given when the recipient of the email acknowledges receipt of the email. Any communication or notice mailed shall be deemed to be given when received.
- h. Governing Law, Consent to Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between ODOT (or any other agency or department of the State of Oregon) and Recipient that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County in the State of Oregon. In no event shall this section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.
- i. Compliance with Law.** Recipient shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to this Agreement or to implementation of Projects funded by this Agreement, including without limitation as described in Exhibit A. Without limiting the generality of the foregoing, Recipient expressly agrees to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Title V and Section 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. Recipient agrees to comply with the requirements of ORS 366.514, Use of Highway Fund for footpaths and bicycle trails.

- j. Insurance; Workers' Compensation.** All employers, including Recipient, that employ subject workers who provide services in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. Employer's liability insurance with coverage limits of not less than \$500,000 must be included. Recipient shall ensure that each of its subrecipient(s), contractor(s), and subcontractor(s) complies with these requirements.
- k. Independent Contractor.** Recipient shall perform as an independent contractor and not as an agent or employee of ODOT. Recipient has no right or authority to incur or create any obligation for or legally bind ODOT in any way. ODOT cannot and will not control the means or manner by which Recipient performs the work, except as specifically set forth in this Agreement. Recipient is responsible for determining the appropriate means and manner of performing its work. Recipient acknowledges and agrees that Recipient is not an "officer", "employee", or "agent" of ODOT, as those terms are used in ORS 30.265, and shall not make representations to third parties to the contrary.
- l. Severability.** If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if this Agreement did not contain the particular term or provision held to be invalid.
- m. Counterparts.** This Agreement may be executed in two or more counterparts, each of which is an original and all of which together are deemed one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart.
- n. Integration and Waiver.** This Agreement, including all Exhibits, constitutes the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. The delay or failure of either party to enforce any provision of this Agreement shall not constitute a waiver by that party of that or any other provision. Recipient, by the signature below of its authorized representative, acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

SIGNATURE PAGE TO FOLLOW

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

CITY OF ONTARIO, by and through its
Governing Body

By _____
(Legally designated representative)

Name _____
(printed)

Date _____

By _____

Name _____
(printed)

Date _____

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

By _____
Recipient's Legal Counsel

Date _____

Recipient Contact:

Kari Ott
444 SW 4th Street
Ontario, OR 97914
541-573-6151
kott@opgcpa.com

STATE OF OREGON, by and through its
Department of Transportation

By _____
Statewide Investment Management Section Manager

Name _____
(printed)

Date _____

APPROVAL RECOMMENDED

By _____
Program & Funding Services Manager

Name _____
(printed)

Date _____

ODOT Contact:

Hope Derrickson
355 Capitol St NE
Salem, OR 97301
503-986-5375
hope.derrickson@odot.oregon.gov

EXHIBIT A

Recipient Requirements

1. Recipient shall comply with all applicable provisions of ORS 279C.800 to 279C.870 pertaining to prevailing wage rates and including, without limitation, that workers shall be paid not less than rates in accordance with ORS 279C.838 and 279C.840 pertaining to wage rates and ORS 279C.836 pertaining to having a public works bond filed with the Construction Contractors' Board.
2. Recipient shall notify ODOT's Contact in writing when any contact information changes during the Agreement.
3. Recipient shall, at its own expense, maintain and operate all roadways and equipment funded by this Agreement upon completion and throughout the useful life at a minimum level that is consistent with normal depreciation or service demand or both. The Parties agree that the useful life of any roadway work is defined as seven (7) years from its completion date (the "Project Useful Life").
4. Recipient shall maintain insurance policies with responsible insurers or self-insurance programs, insuring against liability and risk of direct physical loss, damage or destruction, at least to the extent that similar insurance is customarily carried by governmental units constructing, operating and maintaining similar facilities or equipment.
5. **Americans with Disabilities Act Compliance**
 - a. **State Highway:** For portions of a Project located on or along the State Highway System or a State-owned facility ("state highway"):
 - i. Recipient shall utilize ODOT standards to assess and ensure Project compliance with Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990 as amended (together, "ADA"), including ensuring that all sidewalks, curb ramps, pedestrian-activated signals, shared use path, transit stop, park-and-ride, on-street parking, or any other feature that might need to be accessible meet current ODOT Highway Design Manual standards;
 - ii. Recipient shall follow ODOT's processes for design, construction, or alteration of sidewalks, curb ramps, pedestrian-activated signals, shared use path, transit stop, park-and-ride, on-street parking, or any other feature that might need to be accessible including using the ODOT Highway Design Manual, ODOT Design Exception process, ODOT Standard Drawings, ODOT Construction Specifications, providing a temporary pedestrian accessible route plan and current ODOT Curb Ramp Inspection form;
 - iii. At completion of a Project funded by this Agreement, Recipient shall send a completed ODOT Curb Ramp Inspection Form 734-5020 to the address on the form and to State's Project Manager for each curb ramp constructed or altered as part of the Project. The completed form is the documentation required to show that each curb ramp meets ODOT standards and is ADA compliant. ODOT's fillable Curb Ramp Inspection Form and instructions are available at the following address:

<https://www.oregon.gov/ODOT/Engineering/Pages/Accessibility.aspx>

- iv. Recipient shall promptly notify ODOT of a Project's completion and allow ODOT to inspect Project sidewalks, curb ramps, pedestrian-activated signals shared use path, transit stop, park-and-ride, on-street parking, or any other feature that might need to be accessible located on or along a state highway prior to release of any Recipient contractor.
 - v. Recipient shall ensure that temporary pedestrian routes are provided through or around any Project work zone. Any such temporary pedestrian route shall include directional and informational signs, comply with ODOT standards, and include accessibility features equal to or better than the features present in the existing pedestrian facility. Recipient shall also ensure that advance notice of any temporary pedestrian route is provided in accessible format to the public, people with disabilities, disability organizations, and ODOT at least 10 days prior to the start of construction.
- b. Local Roads:** For portions of a Project located on Recipient roads or facilities that are not on or along a state highway:
- i. Recipient shall ensure that the Project is designed, constructed and maintained in compliance with the ADA.
 - ii. Recipient may follow its own processes or may use ODOT's processes for design, construction, or alteration of sidewalks, curb ramps, and pedestrian-activated signals, including using the ODOT Highway Design Manual, ODOT Design Exception process, ODOT Standard Drawings, ODOT Construction Specifications, providing a temporary pedestrian accessible route plan and current Curb Ramp Inspection form, available at:

<https://www.oregon.gov/ODOT/Engineering/Pages/Accessibility.aspx>;

Additional ODOT resources are available at the above-identified link. ODOT has made its forms, processes, and resources available for Recipient's use and convenience.
 - iii. Recipient assumes sole responsibility for ensuring compliance with the ADA, including when Recipient uses ODOT forms and processes. Recipient acknowledges and agrees that ODOT is under no obligation to review or approve Project plans or inspect completed Projects to confirm ADA compliance.
 - iv. Recipient shall ensure that temporary pedestrian routes are provided through or around any Project work zone. Any such temporary pedestrian route shall include directional and informational signs and include accessibility features equal to or better than the features present in the existing pedestrian route. Recipient shall also ensure that advance notice of any temporary pedestrian route is provided in accessible format to the public, people with disabilities, and disability organizations prior to the start of construction.
- c.** Recipient shall ensure that any portions under Recipient's maintenance jurisdiction are maintained in compliance with the ADA throughout the useful life of Projects funded by this Agreement. This includes, but is not limited to, Recipient ensuring that:

- i. Pedestrian access is maintained as required by the ADA,
 - ii. Any complaints received by Recipient identifying sidewalk, curb ramp, or pedestrian-activated signal safety or access issues are promptly evaluated and addressed,
 - iii. Recipient, or abutting property owner, pursuant to local code provisions, performs any repair or removal of obstructions needed to maintain the Project in compliance with the ADA requirements that were in effect at the time the Project was constructed or altered,
 - iv. Any future alteration work on Project or Project features during the useful life of the Project complies with the ADA requirements in effect at the time the future alteration work is performed, and
 - v. Applicable permitting and regulatory actions are consistent with ADA requirements.
- d. Maintenance obligations in this Section 5 shall survive termination of this Agreement.

6. Work Performed within ODOT's Right of Way

- a. Prior to the commencement of work, Recipient shall obtain, or require its contractor to obtain, permission from the appropriate ODOT District Office to work on or along the state highway. This Agreement does not provide permission to work on or along the state highway.
- b. If a Project includes traffic control devices (see ODOT's Traffic Manual, Chapter 5, for a description of traffic control devices) on or along a state highway, Recipient shall, pursuant to Oregon Administrative Rule (OAR) 734-020-0430, obtain the approval of the State Traffic Engineer prior to design or construction of any traffic control device being installed.
- c. Recipient shall enter into a separate traffic signal agreement with ODOT to cover obligations for any traffic signal being installed on a state highway.
- d. Recipient shall ensure that its electrical inspectors possess a current State Certified Traffic Signal Inspector certificate before the inspectors inspect electrical installations on state highways. The ODOT's District Office shall verify compliance with this requirement before construction. The permit fee should also cover the State electrician's supplemental inspection.

7. General Standards

All Projects funded by this Agreement shall be completed within industry standards and best practices to ensure that the functionality and serviceability of the program's investment meets the intent of the application and the program.

EXHIBIT B

Subagreement Insurance Requirements

1. GENERAL.

- a. If the Project is on or along a state highway, Recipient shall require in its first tier subagreements with entities that are not units of local government as defined in ORS 190.003, if any, to: i) obtain insurance specified under TYPES AND AMOUNTS and meeting the requirements under ADDITIONAL INSURED, "TAIL" COVERAGE, NOTICE OF CANCELLATION OR CHANGE, and CERTIFICATES OF INSURANCE before performance under the subagreement commences, and ii) maintain the insurance in full force throughout the duration of the subagreement. The insurance must be provided by insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to ODOT. Recipient shall not authorize work to begin under subagreements until the insurance is in full force. Thereafter, Recipient shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. Recipient shall incorporate appropriate provisions in the subagreement permitting it to enforce compliance with the insurance requirements and shall take all reasonable steps to enforce such compliance. In no event shall Recipient permit work under a subagreement when Recipient is aware that the contractor is not in compliance with the insurance requirements. As used in this section, "first tier" means a subagreement in which the Recipient is a Party.
- b. The insurance specified below is a minimum requirement that the contractor within the subagreement shall meet. Recipient may determine insurance types and amounts in excess to the minimum requirement as deemed appropriate based on the risks of the work outlined within the subagreement.
- c. Recipient shall require the contractor(s) to require that all of its subcontractors carry insurance coverage that the contractor deems appropriate based on the risks of the subcontracted work. Contractor shall obtain proof of the required insurance coverages, as applicable, from any subcontractor providing Services related to the Contract.

2. TYPES AND AMOUNTS.

- a. **WORKERS COMPENSATION.**
All employers, including Contractor, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide **Workers' Compensation Insurance** coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). The coverage shall include Employer's Liability Insurance with limits not less than \$500,000 each accident. **Contractor shall require compliance with these requirements in each of its subcontractor contracts.**
- b. **COMMERCIAL GENERAL LIABILITY.**
Commercial General Liability Insurance shall be issued on an occurrence basis covering bodily injury and property damage and shall include personal and advertising injury liability, products and completed operations, and contractual liability coverage. When work to be performed includes operations or activity within 50 feet of any railroad property, bridge, trestle, track,

roadbed, tunnel, underpass or crossing, the Contractor shall provide the Contractual Liability – Railroads CG 24 17 endorsement, or equivalent, on the Commercial General Liability policy. Amounts below are a minimum requirement as determined by ODOT:

Coverage shall be written on an occurrence basis in an amount of not less than \$1,000,000 per occurrence. Annual aggregate limit shall not be less than \$2,000,000.

c. AUTOMOBILE Liability Insurance: Automobile Liability.

Automobile Liability Insurance covering Contractor’s business-related automobile use covering all owned, non-owned, or hired vehicles for bodily injury and property. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for Commercial General Liability and Automobile Liability). Amount below is a minimum requirement as determined by ODOT:

Coverage shall be written with a combined single limit of not less than \$1,000,000.

d. ADDITIONAL INSURED.

The Commercial General Liability Insurance and Automobile Liability Insurance must include the **“State of Oregon, the Oregon Transportation Commission and the Department of Transportation, and their respective officers, members, agents and employees”** as an **endorsed** Additional Insured but only with respect to the contractor’s activities to be performed under the Subcontract. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

Additional Insured Endorsements on the Commercial General Liability shall be written on ISO Form CG 20 10 07 04, or equivalent, with respect to liability arising out of ongoing operations and ISO Form CG 20 37 07 04, or equivalent, with respect to liability arising out of completed operations. Additional Insured Endorsements shall be submitted with the Certificate(s) of Insurance and must be acceptable to the Recipient.

e. “TAIL” COVERAGE.

If any of the required insurance policies is on a “claims made” basis, such as professional liability insurance or pollution liability insurance, the contractor shall maintain either “tail” coverage or continuous “claims made” liability coverage, provided the effective date of the continuous “claims made” coverage is on or before the effective date of the Subcontract, for a minimum of twenty-four (24) months following the later of : (i) the contractor’s completion and Recipient’s acceptance of all Services required under the Subcontract or, (ii) the expiration of all warranty periods provided under the Subcontract. Notwithstanding the foregoing twenty-four (24) month requirement, if the contractor elects to maintain “tail” coverage and if the maximum time period “tail” coverage reasonably available in the marketplace is less than the twenty-four (24) month period described above, then the contractor may request and ODOT may grant approval of the maximum “tail “ coverage period reasonably available in the marketplace. If ODOT approval is granted, the contractor shall maintain “tail” coverage for the maximum time period that “tail” coverage is reasonably available in the marketplace.

f. NOTICE OF CANCELLATION OR CHANGE.

The contractor or its insurer must provide thirty (30) days' written notice to Recipient before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

g. CERTIFICATE(S) OF INSURANCE.

Recipient shall obtain from the contractor a certificate(s) of insurance for all required insurance before the contractor performs under the Subcontract. The certificate(s) or an attached endorsement must specify: i) **"State of Oregon, the Oregon Transportation Commission and the Department of Transportation, and their respective officers, members, agents and employees"** as an endorsed Additional Insured in regards to the Commercial General Liability and Automobile Liability policies and ii) that all liability insurance coverages shall be primary and non-contributory with any other insurance and self-insurance, with exception of Workers' Compensation..

The Recipient shall immediately notify ODOT of any change in insurance coverage.



EXHIBIT C

DIRECT DEPOSIT/ACH CREDIT AUTHORIZATION

Type of Action: ☐ NEW ENROLLMENT ☐ CHANGE ☐ CANCEL

By selecting the Change box and completing the form with new account information, or by selecting the Cancel box, you revoke your previous authorization for direct deposit.

Payee Information:

LEGAL NAME OF PAYEE (used for tax reporting): _____

BUSINESS NAME (DBA name if different from above): _____

TAXPAYER IDENTIFICATION NUMBER (EIN OR SSN): _____

MAILING ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

Type of Bank Account:

☐ Checking account ☐ Savings account

Financial Institution Information (attach voided check or a letter from the bank confirming the account name, routing number, and account number):

FINANCIAL INSTITUTION NAME: _____

NAME(S) ON ACCOUNT: _____

ACCOUNT NUMBER: _____

ROUTING NUMBER: _____

FINANCIAL INSTITUTION ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

Authorization:

I authorize the Oregon Department of Transportation (ODOT) to initiate electronic credits and, if necessary, adjusting debit entries to reverse erroneous electronic payments, to the account designated on this form. I certify that I am authorized to enter into this agreement as the account holder or on behalf of the account holder. I acknowledge that the origination of ACH transactions to the authorized account must comply with the provisions of the law of the State of Oregon and the United States.

International transaction certification – I certify that the entire amount of my direct deposit is NOT ultimately deposited into a financial institution outside the United States.

This authorization will remain in effect until ODOT receives written notification from Payee of its termination in such time and in such manner as to afford ODOT and the depository financial institution a reasonable opportunity to act on it. If Financial Institution information changes, Payee agrees to promptly submit to ODOT an updated Direct Deposit/ACH Credit Authorization.

ODOT / Recipient
Agreement No. 73000-00013450

AUTHORIZED NAME: _____
TITLE (if company account): _____
AUTHORIZED SIGNATURE: _____
DATE: _____ TELEPHONE NUMBER: _____

Mail the completed form and voided check or bank letter to:

ODOT Financial Services, MS #21
TEAMS Table Maintenance
355 Capitol St NE
Salem, OR 97301-3871 or
FAX to (503) 986-3907

If you have questions, please call us at (503) 986-4385.

731-0781 (11/2016)

EXHIBIT D

<LETTERHEAD WITH CITY/COUNTY, ADDRESS>

<DATE>

Oregon Department of Transportation
Program & Funding Services
ODOT Mill Creek Building
555 13th Street NE
Salem, OR 97301

To Whom it May Concern:

Pursuant to its Master Grant Agreement no. <IGA #> with ODOT, <CITY/COUNTY> requests its allocation of federal [Surface Transportation Block Grant](#) (STBG) funds to finance the following transportation project(s) eligible under Oregon Constitution Article IX, Section 3a (the "Project"):

<DESCRIPTION OF GAS TAX ELIGIBLE ACTIVITIES/LOCATION>

<CITY/COUNTY> hereby exchanges \$<FEDERAL AMOUNT> in STBG funds for state funds at a ratio of 94 **or 90** cents in state funds for each dollar of STBG funds exchanged. Accordingly, we request ODOT to disburse to <CITY/COUNTY> a total of \$<.94 **or** .90 x FEDERAL AMOUNT> in state funds that <CITY/COUNTY> will use to finance the Project. <CITY/COUNTY>'s Vendor Number is <VENDOR #>.

By signing below, I certify that I am authorized to sign on behalf of the <CITY/COUNTY> and that the <CITY/COUNTY> will use the state funds received in accordance with the limitations of Oregon Constitution Article IX, Section 3a.

Please contact <NAME> at <PHONE NUMBER>, <EMAIL> if you have any questions or concerns regarding this request.

Sincerely,

<SIGNATURE>

<NAME>
<TITLE>
<EMAIL>



**AGENDA REPORT
NEW BUSINESS
November 22, 2022**

To: Mayor and City Council

FROM: Paul Woods, City Engineer

THROUGH: Danny K. Cummings, City Manager

SUBJECT: ODOT FUND EXCHANGE REQUEST FOR CHIP SEAL MATERIALS FOR ROADWAY MAINTENANCE

DATE: November 8, 2022

PROPOSED MOTION:

I MOVE THE CITY COUNCIL APPROVE THE USE OF ODOT FUND EXCHANGE DOLLARS FOR THE PURCHASE OF CHIP SEAL MATERIALS FOR STREET AND ROADWAY MAINTENANCE PRIOR TO THE END OF THE CALENDAR YEAR AND AUTHORIZE THE CITY MANAGER TO SIGN DOCUMENTS NEEDED TO COMPLETE THE ADMINISTRATIVE PROCESS.

SUMMARY:

The ODOT Fund Exchange Program allows the use of State Highway Motor Fuel Taxes consistent with the Oregon Constitution. The City currently has a fund balance of \$36,000 that must be used prior to the end of the calendar year. Staff have solicited informal bids in accordance with City Purchasing Policies for chip seal aggregate that is eligible for Fund Exchange Reimbursement. The quantity and cost of chip seal aggregate is anticipated to exceed \$36,000 but not exceed \$50,000. Staff is prepared to award a purchase order to the lowest bidder for chip seal aggregate consistent with City Purchasing policies. The chip seal materials will be delivered to the City shop for use next summer in chip seal activities. Staff will submit the expenditure to ODOT for Fund Exchange Reimbursement prior to the end of the calendar year.

BACKGROUND:

The ODOT Fund Exchange Program allows the use of State Highway Motor Fuel Taxes consistent with the Oregon Constitution. The City currently has a fund balance of \$36,000 that must be used prior to the end of the calendar year. Staff have solicited informal bids in accordance with City Purchasing Policies for chip seal aggregate that is eligible for Fund Exchange Reimbursement.

CURRENT SITUATION:

Staff is prepared to award a purchase order bid for chip seal materials that will be delivered to the City shop for use next summer in chip seal activities. Staff will submit the expenditure to ODOT for Fund Exchange Reimbursement prior to the end of the calendar year.

ANALYSIS:

- A. **STRATEGIC PLAN** The proposal is consistent with the City's Strategic Plan.
- B. **FINANCIAL** The expenditure will be reimbursed through the ODOT Fund Exchange program and prevent loss of eligible funds for the City.
- C. **TIMING** Time is of the essence to meet the end of the year deadline by ODOT.
- D. **POLICY/LEGAL** None

ALTERNATIVES:

If the City Council does not approve the proposed action, the City will lose the opportunity to use the \$36,000 in funding from the Fund Exchange Program.

RECOMMENDATION:

Staff recommends approving the use of Fund Exchange dollars for the purchase of chip seal materials.

ATTACHMENTS:

1. Oregon Consitution Language on Fund Exchange Use

Oregon Constitution Regarding Fund Exchange Use

Section 3. Tax imposed only by law; statement of purpose. No tax shall be levied except in accordance with law. Every law imposing a tax shall state distinctly the purpose to which the revenue shall be applied. [Created through S.J.R. 7, 1979, and adopted by the people May 20, 1980 (this section and section 3a adopted in lieu of former section 3 of this Article)]

Section 3a. Use of revenue from taxes on motor vehicle use and fuel; legislative review of allocation of taxes between vehicle classes. (1) Except as provided in subsection (2) of this section, revenue from the following shall be used exclusively for the construction, reconstruction, improvement, repair, maintenance, operation and use of public highways, roads, streets and roadside rest areas in this state:

(a) Any tax levied on, with respect to, or measured by the storage, withdrawal, use, sale, distribution, importation or receipt of motor vehicle fuel or any other product used for the propulsion of motor vehicles; and

(b) Any tax or excise levied on the ownership, operation or use of motor vehicles.

(2) Revenues described in subsection (1) of this section:

(a) May also be used for the cost of administration and any refunds or credits authorized by law.

(b) May also be used for the retirement of bonds for which such revenues have been pledged.

(c) If from levies under paragraph (b) of subsection (1) of this section on campers, motor homes, travel trailers, snowmobiles, or like vehicles, may also be used for the acquisition, development, maintenance or care of parks or recreation areas.

(d) If from levies under paragraph (b) of subsection (1) of this section on vehicles used or held out for use for commercial purposes, may also be used for enforcement of commercial vehicle weight, size, load, conformation and equipment regulation.

(3) Revenues described in subsection (1) of this section that are generated by taxes or excises imposed by the state shall be generated in a manner that ensures that the share of revenues paid for the use of light vehicles, including cars, and the share of revenues paid for the use of heavy vehicles, including trucks, is fair and proportionate to the costs incurred for the highway system because of each class of vehicle. The Legislative Assembly shall provide for a biennial review and, if necessary, adjustment, of revenue sources to ensure fairness and proportionality. [Created through S.J.R. 7, 1979, and adopted by the people May 20, 1980 (this section and section 3 adopted in lieu of former section 3 of this Article); Amendment proposed by S.J.R. 44, 1999, and adopted by the people Nov. 2, 1999; Amendment proposed by S.J.R. 14, 2003, and adopted by the people Nov. 2, 2004]



**AGENDA REPORT
NEW BUSINESS
November 22, 2022**

To: Mayor and City Council

FROM: Paul Woods, City Engineer

THROUGH: Danny K. Cummings, City Manager

SUBJECT: ENGINEERING DESIGN SERVICES FOR FLOC MECHANISM RETROFIT AT THE WATER PLANT

DATE: November 8, 2022

PROPOSED MOTION:

I MOVE THE CITY COUNCIL TO APPROVE THE PROPOSED ENGINEERING TASK ORDER WITH CONSOR IN THE AMOUNT OF \$223,250 AND AUTHORIZE THE MAYOR TO SIGN THE TASK ORDER AND NEW MASTER SERVICES AGREEMENT.

SUMMARY:

The City of Ontario, Oregon's Old WTP treats up to 6.0 MGD of water from the Snake River to produce potable water for the municipality. Efforts for the planning and management of this City facility include the 2014 Water Treatment Plant Audit, the recently completed 2020 Water System Master Plan and the Capital Improvement Plan FY's 21-26. These documents identify the near-term and long-range planning needs for this facility.

Based on defined treatment improvements through previous planning efforts, upgrades to the mechanical flocculation and sedimentation basin's equipment were defined. To determine a recommended approach for replacement of this mechanical equipment in the Old WTP, Consor completed an evaluation of alternatives. This scope of services is based upon the recommendations defined in the October 2022 Alternatives Analysis Old WTP Improvements 2022, Evaluation of Replacement of Mechanical Equipment in the Old WTP Flocculation and Sedimentation Basins TM. This project includes the rehabilitation and replacement of the following items with new equipment/materials in both treatment trains of the Old WTP.

- New horizontal paddle wheel flocculators in all stages of all basins, including new drives, chains, shafts and sprockets, with modifications to concrete bearing piers as needed

- New sludge collection system in both sedimentation basins, including new chains and flights, new cross collector screws and new gear drives

- Replacement or cleaning and recoating as necessary of structural support beams within the sedimentation basins, to be identified by operators and engineers during a site inspection

- New tube settlers, including new support system if needed
- Replacement or cleaning, recoating and resetting of existing launders and V-notch weirs within the sedimentation basin
- Clean and recoat existing submerged piping in sedimentation basins

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

BACKGROUND:

The City of Ontario, Oregon's Old WTP treats up to 6.0 MGD of water from the Snake River to produce potable water for the municipality. Efforts for the planning and management of this City facility include the 2014 Water Treatment Plant Audit, the recently completed 2020 Water System Master Plan and the Capital Improvement Plan FY's 21-26. These documents identify the near-term and long-range planning needs for this facility.

CURRENT SITUATION:

This scope of services is based upon the recommendations defined in the October 2022 Alternatives Analysis Old WTP Improvements 2022, Evaluation of Replacement of Mechanical Equipment in the Old WTP Flocculation and Sedimentation Basins TM. This project includes the rehabilitation and replacement of the following items with new equipment/materials in both treatment trains of the Old WTP.

- New horizontal paddle wheel flocculators in all stages of all basins, including new drives, chains, shafts and sprockets, with modifications to concrete bearing piers as needed
- New sludge collection system in both sedimentation basins, including new chains and flights, new cross collector screws and new gear drives
- Replacement – or cleaning and recoating as necessary – of structural support beams within the sedimentation basins, to be identified by operators and engineers during a site inspection
- New tube settlers, including new support system if needed
- Replacement or cleaning, recoating and resetting of existing launders and V-notch weirs within the sedimentation basin
- Clean and recoat existing submerged piping in sedimentation basins

This Task Order (TO) is for the development of an Old WTP flocculation and sedimentation improvement design package that will be used for permitting and construction. At the

completion of this work, a subsequent TO will be submitted to cover the bidding and construction support services.

ANALYSIS:

- A. **STRATEGIC PLAN** The proposed project is consistent with the City's Strategic Plan.
- B. **FINANCIAL** The proposed request is within the City's prior-approved Capital Improvement Plan budget for this project.
- C. **TIMING** Time is of the essence in completing the work in time to coordinate improvements during the offseason.
- D. **POLICY/LEGAL** None

ALTERNATIVES:

If the City does not approve the proposal, the project will be delayed and a delay could impact water reliability.

RECOMMENDATION:

Staff recommends approving the engineering contract with Consor.

ATTACHMENTS:

1. Scope of Work Ontario Old WTP Improvements FINALv2

TASK ORDER

2022 OLD WATER TREATMENT PLANT IMPROVEMENTS CITY OF ONTARIO, OREGON

This Scope is for professional services between Consor North America, Inc. (Conсор) and the City of Ontario, Oregon (City) for the design of improvements to their Old Water Treatment Plant (Old WTP). The services provided under this scope will be completed under the Continuing Professional Engineering Service agreement dated November XX, 2022.

Background

The City of Ontario, Oregon's Old WTP treats up to 6.0 MGD of water from the Snake River to produce potable water for the municipality. Efforts for the planning and management of this City facility include the 2014 Water Treatment Plant Audit, the recently completed 2020 Water System Master Plan and the Capital Improvement Plan FY's 21-26. These documents identify the near-term and long-range planning needs for this facility.

Based on defined treatment improvements through the previous planning efforts, upgrades to the mechanical flocculation and sedimentation basins' equipment were defined. To determine a recommended approach for replacement of this mechanical equipment in the Old WTP, Consor completed an evaluation of alternatives.

This scope of services is based upon the recommendations defined in the October 2022 Alternatives Analysis Old WTP Improvements 2022, Evaluation of Replacement of Mechanical Equipment in the Old WTP Flocculation and Sedimentation Basins TM. This project includes the rehabilitation and replacement of the following items with new equipment/materials in both treatment trains of the Old WTP.

- New horizontal paddle wheel flocculators in all stages of all basins, including new drives, chains, shafts and sprockets, with modifications to concrete bearing piers as needed
- New sludge collection system in both sedimentation basins, including new chains and flights, new cross collector screws and new gear drives
- Replacement – or cleaning and recoating as necessary – of structural support beams within the sedimentation basins, to be identified by operators and Engineer during a site inspection
- New tube settlers, including new support system if needed
- Replacement or cleaning, recoating and resetting of existing launders and V-notch weirs within the sedimentation basin
- Clean and recoat existing submerged piping in sedimentation basins

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

Scope of Services

This scope of work is divided into the following major tasks:

- Task 1 – Project Management
- Task 2 – Condition Assessment
- Task 3 – Regulatory Agency Coordination
- Task 4 – Design

Task 1 - Project Management

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

Meetings

- Kick Off Meeting and Scope Review
- Bi-weekly project status review meetings (as-needed)

Assumptions

- Project duration will be no more than nine (9) months.

Deliverables (PDF electronic document format)

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

Task 2 – Condition Assessment

Subtask 2.1 Structural Condition Assessment

Complete a site visit to visually inspect the basins, including completing a structural evaluation of the basins. This will include assessing existing structural elements to support new equipment as well as the existing concrete elements such as the bearing piers in the flocculation basins.

Subtask 2.2 Existing MCC Evaluation

Complete a site visit to visually inspect and document the existing MCC configuration, loads, and load expansion plans. Using the results of this visit, perform calculations and analysis to document and define the extent of changes that are required for the City's near-term Old WTP modification plans.

Meetings

- Site visit meeting

Assumptions

- The structural assessment and existing MCC evaluation site visit meetings will be combined during one site visit.
- The site visit is intended to evaluate both basins, however, if only one basin can be taken offline, the evaluation will be for a single basin with the intent being to find conditions or issues that are assumed typical across both basins.
- City is responsible for providing a summary of their proposed near-term plans that impact the MCC loads, access to the MCC, and answering any follow-up questions in a thorough and timely manner.

Deliverables (PDF electronic document format)

- Summary Basin Condition Assessment Memorandum including site visit findings.
- Summary Existing MCC Memorandum including site visit findings and recommended improvements.

Task 3 – Regulatory Agency Coordination

To aid regulatory agency input regarding the proposed rehabilitation upgrades and to not delay construction, Consor will initiate conversations with the Oregon Health Authority Drinking Water Services (DWS) representative to brief them on the project and assist with submittals for design review requirements. Structural calculations are assumed to not be required for agency review activities on this project.

Meetings

- Attendance at up to two (2) virtual meetings with the City and/or DWS

Task 4 – Design

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

Subtask 4.1 Equipment Procurement

Consor will support the City through the equipment procurement process. This will include definition of design criteria for major processes. This subtask will include the following.

Under this task, Consor will:

- Evaluate, for competitive bidding purposes, up to three (3) equipment manufacturers that provide flocculation and sedimentation basin equipment that are compatible with the existing basins.
- Review documents available from vendors for the installation of their equipment.
- Prepare conceptual design identifying potential interferences or modifications needed to accommodate the installation of equipment.
- Investigation material lead times and constructability concerns.

- Develop equipment procurement documents for the bidding and selection of equipment to be incorporated in the final design.
- Review technical submittals from the manufacturers selected for the equipment supply prior to the City effecting the payment needed for fabrication and shipping of the equipment.

Meetings

- Attendance at up to three (3) virtual procurement review meetings with the City

Assumptions

- City will advertise and maintain equipment bidder list for equipment procurement and receive and tabulate bids
- Two (2) separate procurement packages will be prepared: one (1) for the mechanical equipment in the flocculation basins and one (1) for the mechanical equipment in the sedimentation basins.
- Consor will review and provide recommendations for award.

Deliverables (PDF electronic document format)

- Draft Procurement Documents
- Final Procurement Documents
- Equipment Selection Letters of Recommendation
- Basis of Design Criteria Summary (60% Draft)
- Meeting agendas and notes summarizing items discussed and action items

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

Conсор will develop a Schematic Design package based on the information obtained during the previous work tasks. The design will be for installation of all the equipment procured under the previous task, plus installation of any additional equipment not covered under the pre-procurement packages that needs to be furnished and installed by the construction contractor. This task will include coordination with the selected equipment manufacturer(s) and incorporation of certain aspects of the equipment suppliers' technical submittals into the design.

Meetings

- One (1) virtual design review meeting with the City (and DWS if needed)

Deliverables (PDF electronic document format)

- Drawings
 - Basis of Design Criteria Summary (90% Draft)
 - Cover Sheet and Vicinity Map (30% Draft)
 - Drawing Index (30% Draft)
 - Process Plans (30% Draft)
- Specifications
 - Cover Sheet (30% Draft)

- Table of Contents (30% Draft)
- Opinion of Probable Construction Cost
 - AACE Class 4 (+50%, -30%)
- Meeting agendas and notes summarizing items discussed and action items

Subtask 4.3 60% Design

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

Meetings

- One (1) virtual design review meeting with the City (along with DWS if needed)

Deliverables (PDF electronic document format)

- Drawings
 - Basis of Design Criteria Summary (100%)
 - Cover Sheet and Vicinity Map (60% Draft)
 - Drawing Index (60% Draft)
 - Process Plans, Elevations and Details (60% Draft)
 - Structural Details (60% Draft)
 - Electrical Drawings (60% Draft)
- Specifications
 - Cover Sheet (90% Draft)
 - Table of Contents (90% Draft)
 - Draft of all Technical Specifications (60% Draft)
 - Draft of Front-End Specifications Divisions 0 and 1 (60% Draft)
- Opinion of Probable Construction Cost
 - AACE Class 3 (+30%, -20%)
- Meeting agendas and notes summarizing items discussed and action items

Subtask 4.4 90% Design

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

Meetings

- One (1) virtual design review meeting with the City (along with DWS if needed)

Assumptions

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

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

- This is the package that will be submitted to DWS to obtain approval to construct. Consor will provide up to two (2) hard copies of submittal documents for DWS review if requested.
- Drawings
 - Basis of Design Criteria Summary (100%)
 - Cover Sheet and Vicinity Map (100%)
 - Drawing Index (100%)
 - Process Plans, Elevations and Details (100%)
 - Structural Details (100%)
 - Electrical Drawings (100%)
- Specifications
 - Cover Sheet (100%)
 - Table of Contents (100%)
 - Major Equipment (100%)
 - Technical Specifications (100%)
 - Front-End Specifications Divisions 0 and 1 (100%)
- Opinion of Probable Construction Cost
 - AACE Class 2 (+20%, -15%)
- Meeting agendas and notes summarizing items discussed and action items

Subtask 4.5 100% Design

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

Deliverables (PDF electronic document format)

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

Task Order Assumptions

- Anticipated drawing list (23 Sheets):
 - 4 General Sheets (Cover, Abbreviations, Legend, General Notes)
 - 3 Demolition Sheets (Mechanical, Structural, Electrical)
 - 5 Mechanical Sheets (2 Plans, 1 Section, 2 Details)
 - 4 Structural Sheets (Structural Notes, 2 Flocculation Basin Details, 2 Sedimentation Basin Details)
 - 4 Electrical Sheets (Notes/Schedules, One Line, Electrical Plan, MCC)
 - 3 Control Sheets (2 Notes/Legend, P&ID)

- HVAC or Plumbing improvements are not required.
- The existing incoming power and emergency back-up power are of the correct voltage, phase and amperage to accommodate the existing facility as well as the demand from the improvements that are associated with this project.
- The existing MCC has the capacity for the new drives which are assumed to be same as existing: (4) number @ 0.5hp, and (2) number @ 5.0hp.
- The City has submitted and received approval of the 2020 Water System Master Plan from the Oregon Health Authority (OHA). This implies that the only remaining permitting activities required to begin construction is the OHA/DWS design review.
- The existing Old WTP has adequate heating and ventilation for the space and has accounted for all of the existing equipment.
- The Old WTP is assumed to be constructed in accordance with the Design Plans and Specifications.
- The existing buildings meet the requirements of all existing building codes (i.e. safety, building, mechanical, plumbing, electrical, energy efficiency, etc.) and that improvements to bring the existing facility into compliance with the current codes will not be required.
- All City reviews are concurrent and have a duration of 1 week. All City comments are provided by the end of the one-week duration.
- Documentation that is requested from vendors, the City and other entities is provided in a timely manner, not to exceed one (1) week from the date when the request was made.
- Meetings will be virtual and are no longer than one (1) hour including time for questions and discussion.
- Any required permitting and application fees will be paid by the City. Currently anticipated permitting fees are as follows.
 - \$3,300 fee for DWS Design Review fee
 - City permitting divisions/departments will waive all fees under their authority for implementation of this project.
- The Contract Documents shall consist of the following elements or sections – Bidding Requirements, Contract Forms, Conditions of the Contract, Technical Specifications, and Drawings.
- Engineering Joint Contract Documents based materials will be used for the Bidding Requirements, Contract Forms, and Conditions of the Contract sections of the Contract Documents. These documents will be based on those used for the City's October 2021 SRCI Sewer Line Upgrades (City Standard example) and augmented with amendments or revisions as necessary for project specific needs, as applicable.
- The technical specifications will be based on Consor's standard documents and follow the 50 division Construction Specification Institute (CSI) format.

Budget

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

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

Task	Amount
Task 1 – Project Management	\$21,300
Task 2 – Data Collection	\$19,400
Task 3 – Permitting	\$3,120
Task 4 – Design	\$179,430
TOTAL	\$223,250

Time of Performance

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

Task	Completion Date
Task 1 – Project Management	07/31/2023
Task 2 – Data Collection	1/15/2023
Task 3 – Permitting	06/01/2023
Task 4 – Design	07/01/2023

Task Order Authorization

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

CITY OF ONTARIO, OR

Date: _____

By: _____

Name: _____

Title: _____

CONSOR NORTH AMERICA, INC.

Date: _____

By: _____

Name: _____

Title: _____



**AGENDA REPORT
NEW BUSINESS
November 22, 2022**

To: Mayor and City Council

FROM: Dan Cummings, City Manager

THROUGH: Danny K. Cummings, City Manager

SUBJECT: **RESOLUTION #2022-146: CONSENTING TO THE MALHEUR COUNTY
ORDINANCE ON SCHOOL TRUANCY.**

DATE: November 15, 2022

PROPOSED MOTION:

**I MOVE THE CITY COUNCIL TO APPROVE RESOLUTION #2022-146, A RESOLUTION
CONSENTING TO THE MALHUER COUNTY COURT ADOPTING AN ORDINANCE ON MALHUER
COUNTY SCHOOL TRUANCY.**

SUMMARY:

The entities of Malheur County, Malheur County Education Service District Region 84, City of Vale, City of Adrian, City of Nyssa, City of Ontario, City of Jordan Valley, Adrian School District No.61, Annex Charter School District No. 29, Arock School District No. 81, Four Rivers Charter School, Harper Charter School No. 66, Huntington Charter School District No. 3, Jordan Valley School District No. 3, Juntura School District, Nyssa School District No. 26, Ontario School District No. 8C and Vale School District No. 84 desire to have a county-wide truancy program that endows law enforcement and school officials with the authority to issue infraction citations and take other action with regard to students and a student's parent, guardian or other responsible adult who fails to comply with school attendance requirements of state laws and rule.

BACKGROUND:

Oregon state law requires all minors enrolled in Kindergarten through 12th grades to attend school on a regular basis and the Oregon Department of Education in Oregon Administrative Rule 581-020-0631 defines chronic absenteeism as missing 10 percent or more of school days.

Chronic absenteeism has been shown to dramatically reduce student academic achievement, reduce graduation rates, increase student mental health issues and increase incarceration rates and attendance at school is the necessary basis for the most fundamental education for children, and such education is necessary for the continuing growth and progress of a healthy society, economy and community. As a metric, school districts are held accountable to maintain a high number of students enrolled in school who are not considered chronically absent.

The entities of Malheur County, Malheur County Education Service District Region 84, City of Vale, City of Adrian, City of Nyssa, City of Ontario, City of Jordan Valley, Adrian School District No.61, Annex Charter School District No. 29, Arock School District No. 81, Four Rivers Charter School, Harper Charter School No. 66, Huntington Charter School District No. 3, Jordan Valley School District No. 3, Juntura School District, Nyssa School District No. 26, Ontario School District No. 8C and Vale School District No. 84 desire to have a county-wide truancy program that endows law enforcement and school officials with the authority to issue infraction citations and take other action with regard to students and a student's parent, guardian or other responsible adult who fails to comply with school attendance requirements of state laws and rule.

CURRENT SITUATION:

For the Malheur County Court to enact the Ordinance, it requires the consent of the incorporated cities within the County as per ORS 203.040 and this proposed resolution #2022-146 grants this consent by the City of Ontario.

ANALYSIS:

- A. **STRATEGIC PLAN** This action adds to the Desirability and the Growth of the City by aiding you to keep children in school to obtain an education and become productive adults in our society.
- B. **FINANCIAL** None
- C. **TIMING** Approving this action prior to the scheduled County hearing in December allows the County Court to move forward with the Ordinance in a timely manner.
- D. **POLICY/LEGAL** The Malheur County Court has authority to regulate matters of county concern within the County, under the provisions of the Constitution of the State of Oregon and the revised statutes of the State of Oregon.

ALTERNATIVES:

The Council could choose not to grant its consent, which would mean the County could not enforce the ordinance within the City Limits of Ontario.

RECOMMENDATION:

Staff recommends that the City Council approve Resolution #2022-146

ATTACHMENTS:

- 1. County truancy Ordinance
- 2. Resolution #2022-146 Consenting to Malheur County Truancy Ordinance

BEFORE THE MALHEUR COUNTY COURT, OREGON

**In the Matter of an Ordinance Implementing Measures)
To Reduce Incidents of Truancy from Malheur County)
Schools; and Declaring an Emergency)**

This matter came before the Malheur County Court on _____ 2022 and 2022.

WHEREAS, Oregon state law requires all minors enrolled in Kindergarten through 12th grades to attend school on a regular basis; and

WHEREAS, the Oregon Department of Education in Oregon Administrative Rule 581-020-0631 defines chronic absenteeism as missing 10 percent or more of school days; and

WHEREAS, chronic absenteeism has been shown to dramatically reduce student academic achievement, reduce graduation rates, increase student mental health issues and increase incarceration rates; and

WHEREAS, as a metric, school districts are held accountable to maintain a high number of students enrolled in school who are not considered chronically absent; and

WHEREAS, attendance at school is the necessary basis for the most fundamental education for children, and such education is necessary for the continuing growth and progress of a healthy society, economy and community; and

WHEREAS, the entities of Malheur County, Malheur County Education Service District Region 84, City of Vale, City of Adrian, City of Nyssa, City of Ontario, City of Jordan Valley, Adrian School District No.61, Annex Charter School District No. 29, Arock School District No. 81, Four Rivers Charter School, Harper Charter School No. 66, Huntington Charter School District No. 3, Jordan Valley School District No. 3, Juntura School District, Nyssa School District No. 26, Ontario School District No. 8C and Vale School District No. 84 desire to have a county-wide truancy program that endows law enforcement and school officials with the authority to issue infraction citations and take other action with regard to students and a student's parent, guardian or other responsible adult who fails to comply with school attendance requirements of state laws and rules.

NOW, THEREFORE, THE MALHEUR COUNTY COURT ORDAINS AS FOLLOWS:

A new chapter is added to the Malheur County Code to read as follows:

Title 3 Chapter 16
Truancy from Malheur County Schools

Chapter 16 Sections:

- 16.1 Title
- 16.2 Authority and Purpose
- 16.3 Jurisdiction
- 16.4 Definitions
- 16.5 Conduct prohibited
- 16.6 Violation Proceeding
- 16.7 Sanctions
- 16.8 Separate offense
- 16.9 Severance

16.1 Title

This chapter shall be known as “Truancy from Malheur County Schools”.

16.2 Authority and Purpose

A. The Malheur County Court has authority to regulate matters of County concern within the County, under the provisions of the Constitution of the State of Oregon and the revised statutes of the State of Oregon.

B. This chapter applies to students (Kindergarten (K) – 12th grades) enrolled in a full-time public school located within Malheur County, including within the incorporated cities of Nyssa, Ontario, Vale, Jordan Valley and Adrian, the city councils of which have consented pursuant to ORS 203.040.

C. This chapter does not apply to students attending private schools located within Malheur County, including within the incorporated city of Ontario.

D. The purpose of this chapter is to create rules for enforcement procedures intended to reduce the incidents of truancy within public schools in Malheur County. It is in the best interest of a student to attend school regularly and complete the educational courses of study.

16.3 Jurisdiction

The Malheur County Justice Court has jurisdiction and venue over infractions and proceedings of this chapter.

16.4 Definitions

“Chronic Absenteeism” means a Student is not attending School for 10 percent or more of School days in a School year.

“Law Enforcement Official” means Malheur County Sheriff Deputy, city police officer, or Malheur County Juvenile Department Counselor.

“Public School in Malheur County” or **“School”** means a full-time school operated by Adrian School District No.61, Annex Charter School District No. 29, Arock School District No. 81, Four Rivers Charter School, Harper Charter School No. 66, Huntington Charter School District No. 3, Jordan Valley School District No. 3, Juntura School District, Nyssa School District No. 26, Ontario School District No. 8C and Vale School District No. 84.

“Responsible Adult” means a person at least eighteen (18) years of age, who is the parent, guardian or otherwise authorized to have the care or custody of a Student.

“School Official” means any personnel appointed/designated by a School or the Education Service District Region 84 in Malheur County including but not limited to principal, vice-principal, superintendent, resource officer, or truancy enforcement specialist.

“Student” means a minor between the ages of 5 -18 who has not completed the twelfth (12th) grade and is enrolled in a Public School in Malheur County.

16.5 Conduct Prohibited

A. Except as otherwise provided herein, Students are required to attend School and shall not be chronically absent. For the purpose of this section “chronically absent” means to miss 10 percent or more of School days in a School year. It is unlawful for a Student to have Chronic Absenteeism from School as required by this chapter.

B. Every Responsible Adult having the custody or care of a Student shall make every reasonable effort to prevent the Student from violating this chapter, and shall supervise the Student by sending the Student to School and maintaining the Student in School so that the Student does not miss 10 percent or more of School days.

C. This chapter does not limit or supersede any provision of Oregon law, which exempts certain children from compulsory school attendance (ORS 339.030), nor does this ordinance limit the duties, powers and responsibilities of public school officials.

16.6 Proceedings

A. A Law Enforcement Official or School Official may issue a citation to a Student and Responsible Adult for violating this chapter as set out in section 16.5 above.

B. Prior to issuing a citation, the Superintendent of Education Service District Region 84 or School district superintendent shall provide the Student and Responsible Adult with written notification to include the following content:

- (1) The Student is required to attend School, and the Student is deemed chronically absent in violation of this chapter and state rule.
- (2) The failure of a Responsible Adult to send the Student to School and maintain the Student in School so that the Student does not miss 10 percent or more of School days is a violation of this chapter.
- (3) The Student and Responsible Adult may be cited to Justice Court for Chronic Absenteeism under this chapter.
- (4) The Student and Responsible Adult must attend a conference with a designated School Official on a specified date and time where expectations for the Student's regular attendance at School will be outlined.
- (5) The Student and Responsible Adult have the right to request an evaluation if the Student is not on an individualized education program (IEP). If the Student is on an IEP, the right to request a review of the IEP.

C. Following the notification and process in 16.6 B above, if the Student remains chronically absent from School in violation this chapter or the Student or Responsible Adult fails to attend the conference in 16.6 B.(4), an infraction citation will be issued. The citation shall be substantially in the form as set out in Malheur County Code 1-9A-4-4. The citation will direct the Student (if the Student is in the 6th through 12th grade) and the Responsible Adult to appear at Justice Court on a designated date and time.

D. If a Responsible Adult fails to appear at the date and time issued on the citation, the Justice of the Peace shall continue the matter and issue an order/show cause for the Responsible Adult to appear. A warrant will be issued for the Responsible Adult who fails to appear at such show cause proceeding.

16.6 Order to Attend School; Conditions; Fine to Responsible Adult; Refer to District Attorney

A. Order To Attend School. Upon finding a violation of this chapter, the Justice of the Peace shall enter an order requiring the Student to attend School and not miss 10 percent or more of School days; and order the Responsible Adult to send the Student to School and maintain the Student in School so that the Student does not miss 10 percent or more of School days.

B. Conditions Imposed to Suspend Imposition of Fine, Dismiss Violation and Discharge Responsible Adult. In addition to the Order in 16.6 A, if the Responsible Adult seeks suspension of the fine in 16.6 C, dismissal and discharge of the violation under this chapter, the Justice of Peace shall impose Conditions with which the Student and/or Responsible Adult must meet. Conditions imposed by the Justice of the Peace may include, but are not be limited, to:

- i. Review. Set future dates and time for the Student and Responsible Adult to personally appear and provide progress reports demonstrating the Student's proof of attendance, grades, and other School-related information determined by the Justice of the Peace.
- ii. Require Student and/or Responsible Adult to complete an age-appropriate and relevant class, group or program in person or on-line, such as, but not limited to: a parent mentor or effectiveness program, support group that promotes parenting, mental, behavioral, or emotional wellness, Wraparound, job assistance, community health and mental health services, truancy intervention classes, academic classes for the Student after school or on the weekend.

C. Fine. A violation of this chapter is a Class A civil infraction under the Malheur County Code subject to a fine imposed on the Responsible Adult of up to \$500 for the first offense; and up to \$1,000 each subsequent offense. The fine shall be suspended, the civil infraction dismissed and the Responsible Adult discharged if the Order in 16.6 A. and the Conditions in 16.6 B. are met to the satisfaction of the court. If the Responsible Adult fails to comply with the Order in 16.6 A. and the Conditions in 16.6 B., the court shall impose the fine authorized by this chapter.

D. There may only be one suspension of the fine under this subsection with respect to a Responsible Adult.

E. The Justice of the Peace, School Official or a Law Enforcement Official will, when the circumstances are appropriate, refer Responsible Adults to the District Attorney's Office for prosecution in Malheur County Circuit Court/Juvenile Court under ORS 163.577 (1) (c).

16.8 Separate offense

Each violation of this chapter shall be a separate offense.

16.9 Severance

In the event that any part of this chapter shall be held by a court to be invalid or unenforceable, the remaining sections shall be unaffected and shall remain in full force and effect.

Emergency

This ordinance is immediately necessary for the preservation of the public peace, health and safety; an emergency is hereby declared to exist and this ordinance shall take effect immediately upon its passage.

Dated this ____ day of _____ 2022

Judge Dan P. Joyce

Commissioner Don Hodge

Commissioner Ron Jacobs

ATTEST:

Kim Ross, Recording Secretary



RESOLUTION #2022-146

A RESOLUTION OF THE ONTARIO CITY COUNCIL GIVING CONSENT TO MALHEUR COUNTY COURT IN THE ADOPTION OF AN ORDINANCE IMPLEMENTING MEASURES TO REDUCE INCIDENTS OF TRUANCY FROM MALHEUR COUNTY SCHOOLS

WHEREAS, The entities of Malheur County, Malheur County Education Service District Region 84, City of Vale, City of Adrian, City of Nyssa, City of Ontario, City of Jordan Valley, Adrian School District No.61, Annex Charter School District No. 29, Arock School District No. 81, Four Rivers Charter School, Harper Charter School No. 66, Huntington Charter School District No. 3, Jordan Valley School District No. 3, Juntura School District, Nyssa School District No. 26, Ontario School District No. 8C and Vale School District No. 84 desire to have a county-wide truancy program that endows law enforcement and school officials with the authority to issue infraction citations and take other action with regard to students and a student's parent, guardian or other responsible adult who fails to comply with school attendance requirements of state laws and rules; and

WHEREAS, The Malheur County Court has authority to regulate matters of County concern within the County, under the provisions of the Constitution of the State of Oregon and the revised statutes of the State of Oregon.; and

WHEREAS, The Ordinance will apply to students (Kindergarten (K) – 12th grades) enrolled in a full-time public school located within Malheur County, including within the incorporated cities of Nyssa, Ontario, Vale, Jordan Valley and Adrian, the city councils of which need to grant consent to said Ordinance pursuant to ORS 203.040.

NOW, THEREFORE, BE IT RESOLVED by and through the City Council of the City of Ontario as follows:

Consent. The City Council of the City of Ontario hereby grants its consent to Malheur County Court in the adoption of the Ordinance implementing measures to reduce incidents of Truancy from Malheur County Schools within the City Limits of Ontario.

EFFECTIVE DATE: Effective immediately upon passage.

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

AYES:

NAYS:

ABSENT:

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

Riley J. Hill, Mayor

ATTEST:

Tori Barnett, MMC, City Recorder



**AGENDA REPORT
NEW BUSINESS
November 22, 2022**

To: Mayor and City Council

FROM: Dan Cummings, City Manager

THROUGH: Danny K. Cummings, City Manager

SUBJECT: RESOLUTION #2022-147: J.R. SIMPLOT ORE-IDA PLANT WATER RATE

DATE: November 18, 2022

PROPOSED MOTION:

I MOVE THE CITY COUNCIL TO APPROVE RESOLUTION #2022-147, A RESOLUTION SETTING THE WATER RATE INCREASE FOR THE J.R. SIMPLOT ORE-IDA FACTORY IN ONTARIO, OREGON.

SUMMARY:

City staff, in reviewing the acquisition of the J.R. Simplot Company of the Ontario Ore-Ida plant, discovered that Kraft Heinz was only paying a water rate of \$1.16 per 1000 gallons and, by the current city fee resolution, it should be \$1.63 per thousand. Staff from both the City of Ontario and J.R. Simplot met and discussed the issue and came up with a solution to fix the rate issue.

BACKGROUND:

The J.R Simplot Company ("Simplot") recently acquired the Ore-Ida potato manufacturing facility in Ontario from Kraft Heinz.

City staff, in reviewing the acquisition of Simplot of the Ontario plant, it was discovered that Kraft Heinz was only paying a water rate of \$1.16 per 1000 gallons and, by the current city fee resolution, it should be \$1.63 per thousand. In 2018, under Resolution #2018-125 the city set the water rate for all users at \$1.60 per thousand gallons with yearly adjustments for inflation.

CURRENT SITUATION:

City staff met with the management team of Simplot and discussed this rate issue and both parties agreed that trying to make a 37% increase in one year would be very detrimental to the Simplot Company and agreed on a solution by which to adjust the rate over a three-year period to get to the current rate paid by all uses.

ANALYSIS:

- A. **STRATEGIC PLAN** None
- B. **FINANCIAL** The first year increase would add approximately \$167,667 of revenue to the water fund. The second year an additional \$333,333 of added revenue and the third year an approximately \$500,000 a year increase to the revenue based on the current use of the plant.
- C. **TIMING** The new rate is set to start on December 1, 2022.
- D. **POLICY/LEGAL** The City Council is the governing body authorized to make this agreement and adjustment.

ALTERNATIVES:

none offered

RECOMMENDATION:

Staff recommends the City Council approve Resolution #2022-147.

ATTACHMENTS:

- 1. 2018-125 Set Water-n-Sewer Fees Charges per CPI 06-07-2018 (002)
- 2. Water Rate Proposal JR Simplot
- 3. Resolution #2022-147 Simplot-Orelda water rate agreement



RESOLUTION 2018-125

A RESOLUTION ESTABLISHING WATER AND SEWER SERVICE FEES AND CHARGES

- WHEREAS,** It is the policy of the City of Ontario to require the ascertainment and recovery of certain City costs from Fees and charges levied therefore in providing City services and regulations; and,
- WHEREAS,** The City Council has directed the City Manager to annually cause a review of City fees and charges to recover the percentage of City costs in providing City services and regulations and recommend adjustments to the City Council; and,
- WHEREAS,** By consensus on December 5, 2016, the Council proposed that the City should increase water and sewer rates annually based on the Portland, Oregon Consumer Price Index twelve-month percent change from December of the year prior to the prior year to December of the year prior to the current year as published by the Bureau of Labor Statistics: and
- WHEREAS,** The Portland, Oregon Consumer Price Index change was 3.9% for 2017: and
- WHEREAS,** This fee resolution implements City Code Sections 8-11-22 and 8-9-2 which allow the Council to set by resolution the water service rates for monthly water service and the sewer service rates for monthly sewer service to be charged by the City.

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

- 1) The City Council approves the following fee schedule for water service rates under City Code Section 8-11-22:

Meter Size	Monthly Base Rate	Outside City Limits	Consumption Rate per 1,000 gallons	Consumption Rate Outside City Limits per 1,000 gallons
5/8-1 inch	\$11.84	\$20.73	\$1.60	\$2.79
1 ½ inch	\$29.61	\$51.83	\$1.60	\$2.79
2 inch	\$47.38	\$82.91	\$1.60	\$2.79
3 inch	\$118.45	\$207.28	\$1.60	\$2.79
4 inch	\$189.51	\$331.65	\$1.60	\$2.79
6 inch	\$474	\$829	\$1.60	\$2.79
8 inch	\$758.05	\$1,326.60	\$1.60	\$2.79
10 inch	\$2,463.68	\$4,311.43	\$1.60	\$2.79

2) The City Council approves the following fee schedule for sewer service rates under City Code Section 8-9-2:

Base Inside City Limits	Monthly Rate Inside City Limits	Per	Base Outside City Limits	Monthly Rate Outside City Limits	Per
\$6.52	\$5.97	1,000 gallons	\$11.41	\$10.46	1,000 gallons

3) Subject to Paragraph 4 below, each year beginning in 2018 after the anniversary date of this Resolution, staff is directed to automatically increase the water service rates under City Code Section 8-11-22 and the sewer service rates under City Code Section 8-9-2 based on the Portland, Oregon Consumer Price Index twelve-month percent change from December of the year prior to the prior year to December of the year prior to the current year as published by the Bureau of Labor Statistics.

4) Before implementing each annual automatic increase in Paragraph 3 above, staff shall include the amount of the increase as an agenda item for a meeting of the City Council; and the City Council shall permit public comment under ORS 294.160(1) on the amount of the increase. Unless the increase is suspended or modified by the City Council, staff shall implement the increase.

EFFECTIVE DATE: Effective immediately upon passage.

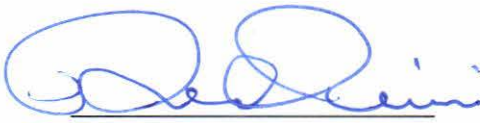
PASSED AND ADOPTED by the City Council of the City of Ontario this 7th day of June, 2018, by the following vote:

AYES: CAPRON, CRUME, VERINI, PALOMO

NAYES: NONE

ABSENT: WINEBARGER, CARTER, JUSTUS

APPROVED by the Mayor this 7th day of June, 2018.



Ronald Verini, Mayor

ATTEST:



Tori Barnett, MMC, City Recorder



City Council of the City of Ontario
444 SW 4th Street
Ontario, OR 97914

Dear Mayor and Councilors,

As you are aware, the J. R. Simplot Company ("Simplot") recently acquired the Ore-Ida potato manufacturing facility in Ontario ("Ontario Facility") from Kraft Heinz. During the due diligence period of the acquisition, Simplot expended much effort to understand the various risks of the acquisition, including potential inflation of certain future costs. Despite such good faith efforts, the final agreement between the parties and corresponding budget did not account for a 37% water rate increase ("Rate Increase"). However, we are prepared to meet the rate increase under the proposed three-tier schedule outlined below.

Starting immediately, and to be effective from December 1, 2022 – November 30, 2023, Simplot will pay 33% of the total rate Increase, which calculates to \$1.32 / 1,000 gallons.

Starting December 1, 2023 – November 30, 2024, Simplot will pay \$1.47/ 1,000 gallons.

The final tier will start December 1, 2024 and Simplot will pay the remainder of the increase plus any additional increases in effect per city resolution.

We respectfully request you consider our proposal as we believe it will allow us to get on par with other businesses in the city of Ontario in a feasible manner within a reasonable timeframe.

Thank you for your consideration.

Sincerely,

Justin Smith
Unit Director
J. R Simplot Company - Ontario





RESOLUTION #2022-147

A RESOLUTION OF THE ONTARIO CITY COUNCIL APPROVING A WATER RATE INCREASE AGREEMENT FOR THE ORE-IDA MAUNFACTURING FACILITY IN ONTARIO.

- WHEREAS,** The J.R Simplot Company ("Simplot") recently acquired the Ore-Ida potato manufacturing facility in Ontario from Kraft Heinz; and
- WHEREAS,** The City Staff in reviewing the acquisition of Simplot of the Ontario plant it was discovered that Kraft Heinz was only paying a water rate of \$1.16 per 1000 gallons and by the current city fee resolution should be \$1.63 per thousand; and
- WHEREAS,** The City staff meet with the management team of Simplot and discussed this rate issue and both parties agree that trying to make a 37% increase in one year for a newly acquired acquisition and budget would be very detrimental to the Simplot Company; and
- WHEREAS,** The City of Ontario and J.R Simplot Company believes it is a good faith effort and offer to adjust the water rate over a three-year period.

NOW, THEREFORE, BE IT RESOLVED by and through the City Council of the City of Ontario as follows:

- 1). Starting immediately, and to be effective from December 1, 2022 – November 30, 2023, Simplot will pay 33% of the total rate Increase, which calculates to \$1.32 / 1,000 gallons.
- 2). Starting December 1, 2023 – November 30, 2024, Simplot will pay \$1.47/ 1,000 gallons.
- 3). The final tier will start December 1, 2024, and Simplot will pay the remainder of the increase plus any additional increases in effect per city resolution at that time.

EFFECTIVE DATE: Effective immediately upon passage.

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

AYES:

NAYS:

ABSENT:

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

Riley J. Hill, Mayor

ATTEST:

Tori Barnett, MMC, City Recorder

City of Ontario, Oregon

2023-2024 Budget Calendar



Departments Prepare Requested Budget Documents	December 1, 2022 through January 31, 2023
Strategic Plan Retreat with City Council for Budget Priorities	January 2023
Preliminary budget committee meeting	February 2023
Departments Turn in Budget Documents to Finance	February 1, 2023
Finance Prepare Requested/Proposed Budget	February 1 through February 15, 2023
Proposed Budget Reviewed with Departments	February 15 through March 1, 2023
Proposed Budget prepared by City Manager and Finance for Budget Committee	March 1 through April 10, 2023
Publish First Notice of Budget Committee Meeting (5 to 30 days before meeting)	April 4, 2023
Proposed Budget made available to Budget Committee and Public	April 11, 2023
Publish Second Notice of Budget Committee Meeting (5 days before meeting)	April 18, 2023
Budget Committee Meetings (Budget Committee approves budget) (Budget Committee approves state revenue sharing)	April 25 through April 27, 2023
Prepare Budget Summary	April 28, 2023 through May 8, 2023
Publish Budget Summary and Notice of Budget Hearing (5 to 30 days before hearing)	May 9, 2023
Public Hearing by City Council	May 23, 2023
City Council Adopts Budget, Makes Appropriations, Imposes Taxes, and Categorizes Taxes, Election to Receive State Revenues	May 23, 2023
Certify Taxes to County Assessor	By July 15, 2023
File Budget Document with County Clerk	By September 30, 2023



ONTARIO
OREGON

Public Works Department

QUARTERLY PRESENTATION JULY - SEPTEMBER 2022

Engineering Development Review & Special Projects



- SRCI Siphon construction
- New lined manhole on the SRCI line
- Beck Park Bathroom sidewalk



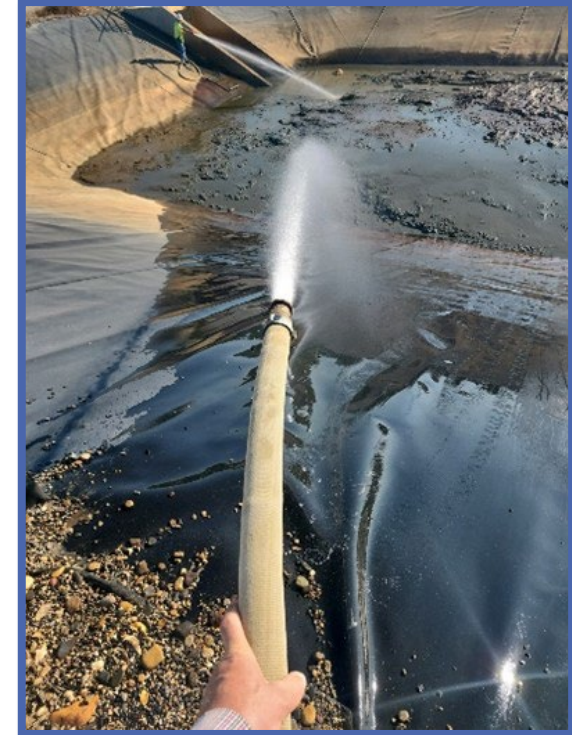
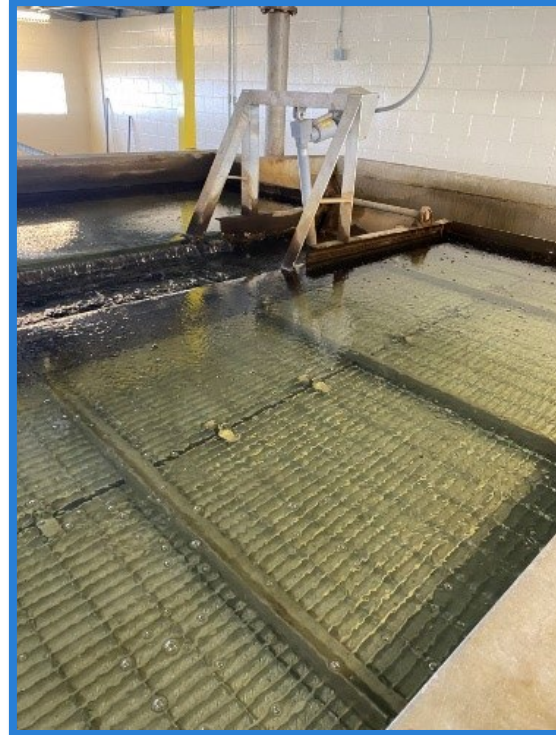
Engineering Development Review & Special Projects



- 13 Right of Way permits issued
- 4 PDAC meetings held
- 7 address changes or additions
- Multiple plan reviews
- T200 design
- CDBG project close out
- Water Treatment Plant expansion
- Ameresco Lighting project
- Safe Routes to School
- SE 5th Ave Pedestrian Improvement Project
- SRCI Siphon project



Water Treatment Plant



Quarterly Accomplishments Water Treatment Plant



- Replaced the filter media in WesTech # 2
- Cleaned out the lined settling basins
- Installed new Cl17 and Turbidity meters

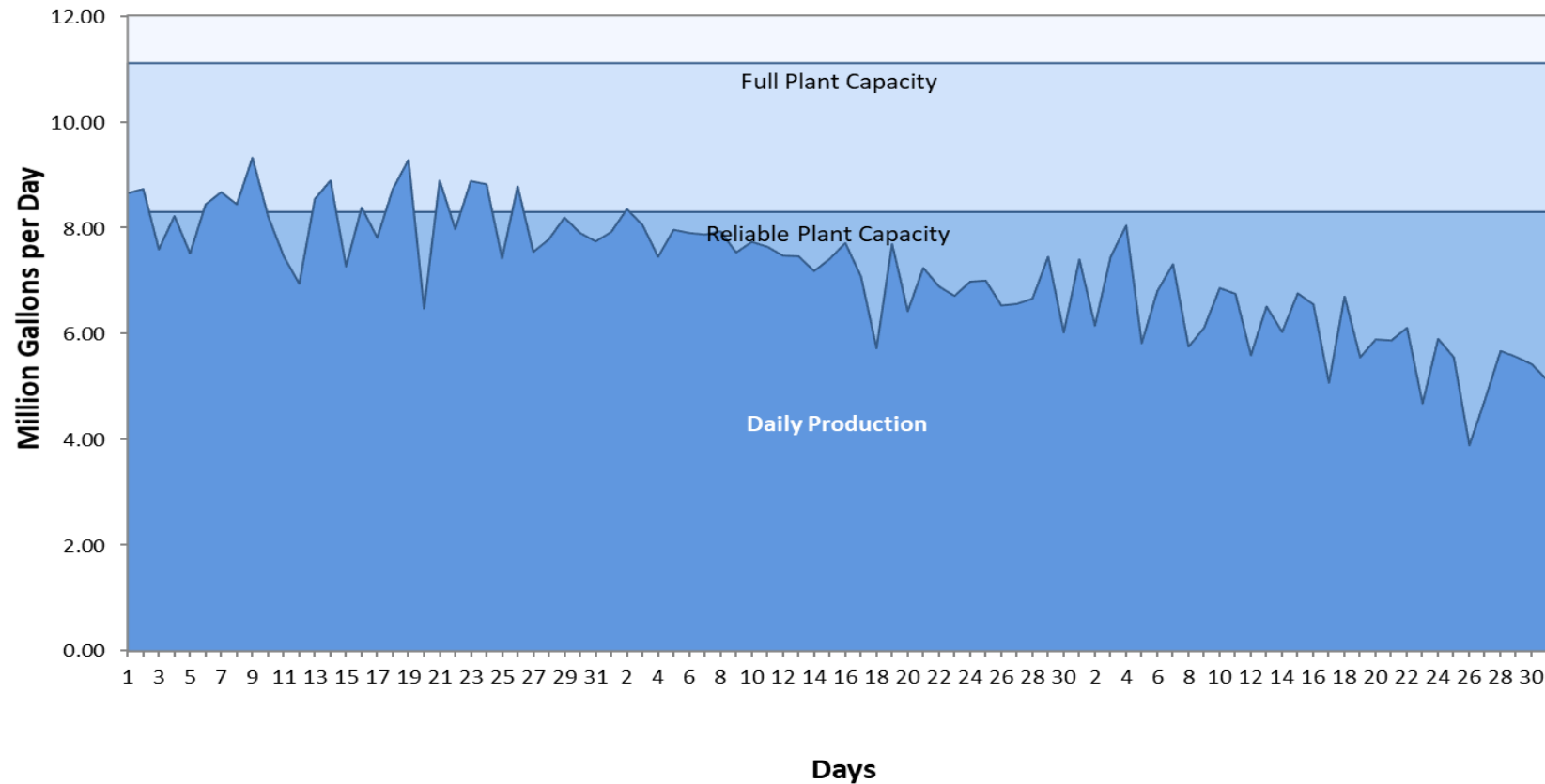


Water Treatment Plant Summary

- Production vs. Capacity



Demand vs. Availability
July 01 - September 30 , 2022



Wastewater Treatment Plant



Quarterly Accomplishments Wastewater Treatment Plant



- Repaired the 12" irrigation mainline on the north side of the Malheur River
- Skyline 12" effluent line repaired by Warrington Construction after breaking Sept. 3rd
- Aerator maintenance
- DEQ NPDES Permit Inspection

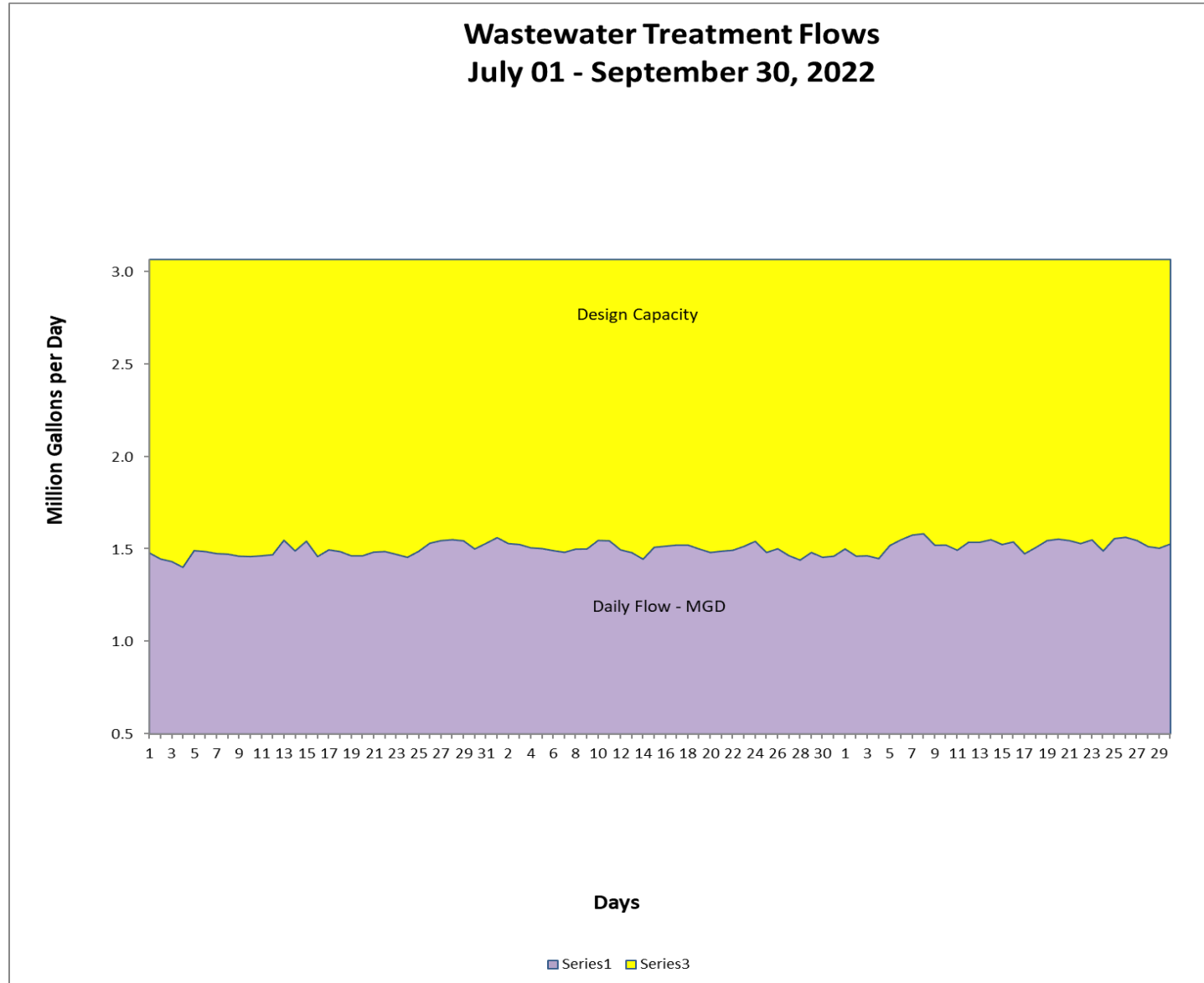


Wastewater Treatment Plant Summary

- Wastewater Treatment Flows



ONTARIO
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Building, Parks & Cemeteries



ONTARIO
OREGON



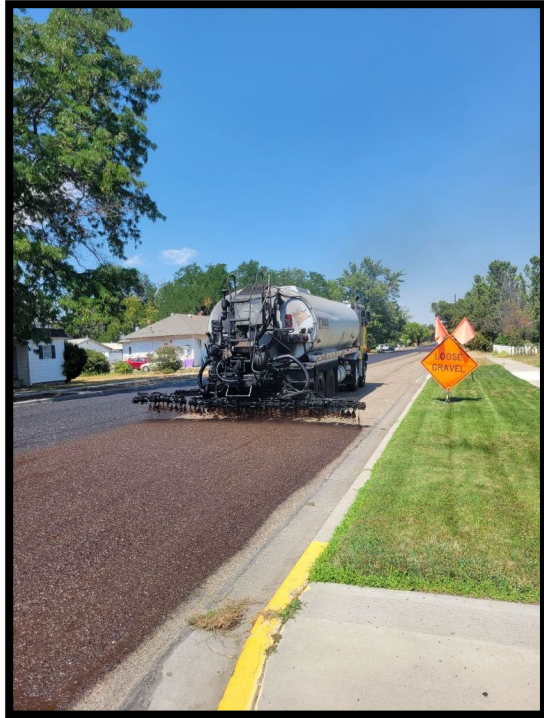
Quarterly Accomplishments Buildings, Parks & Cemeteries



- Fertilized Lion's Park after the "Cars in the Park" event
- Modification of the Evergreen Cemetery irrigation system completed
- Beck Park Bathroom remodel completed
- 17 funerals at Evergreen Cemetery and 3 at Sunset Cemetery



Field Services: Streets & Collection/Distribution



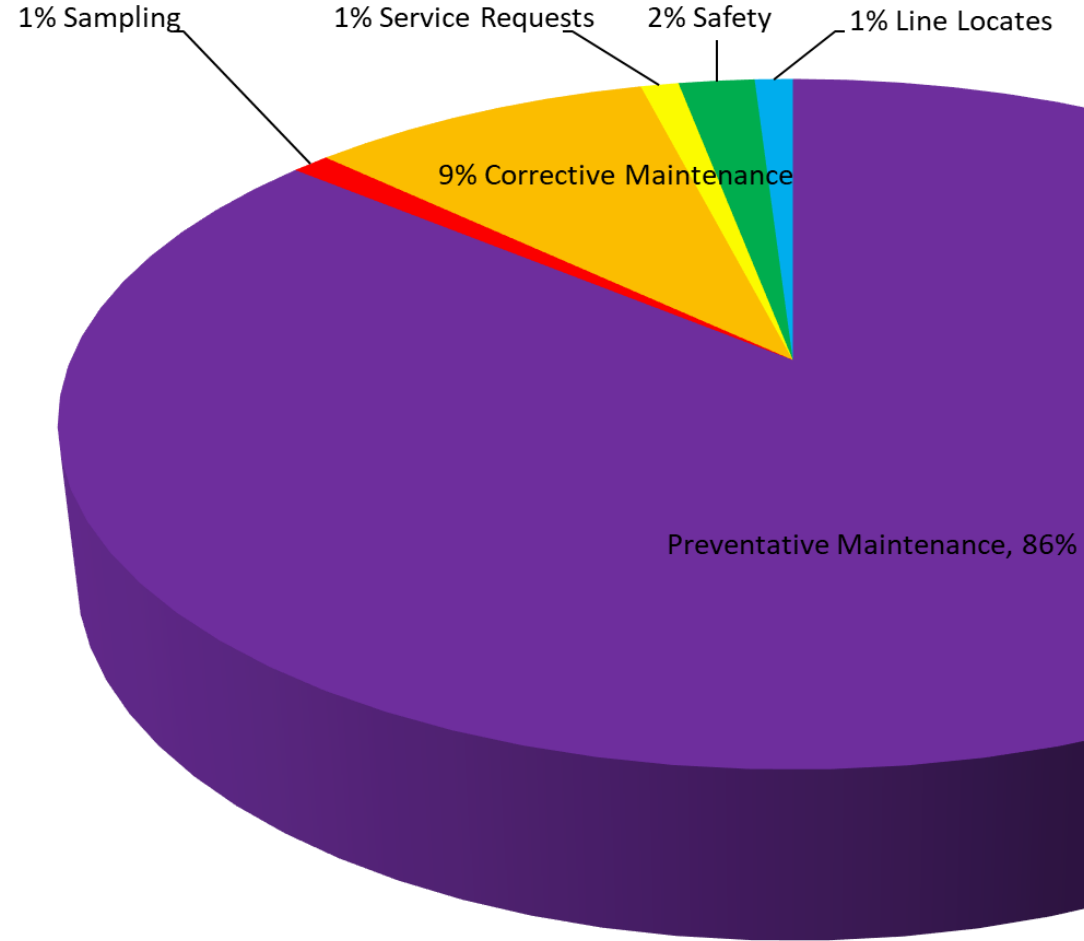
Quarterly Accomplishments Field Services



- Fog sealed 8 lane miles
- Poured the remaining tree wells on E. Idaho Ave
- Installed 12 new water services
- Replaced 294 water meters that failed
- Replaced all crosswalks and turn arrows on SW 4th Ave after fog sealing
- Painted all crosswalks throughout town that are not thermoplastic
- 263 utility locates completed
- Started full town sweep, this will continue through the fall
- Primary and secondary routes swept



Department Summary





ONTARIO
OREGON

Questions?



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

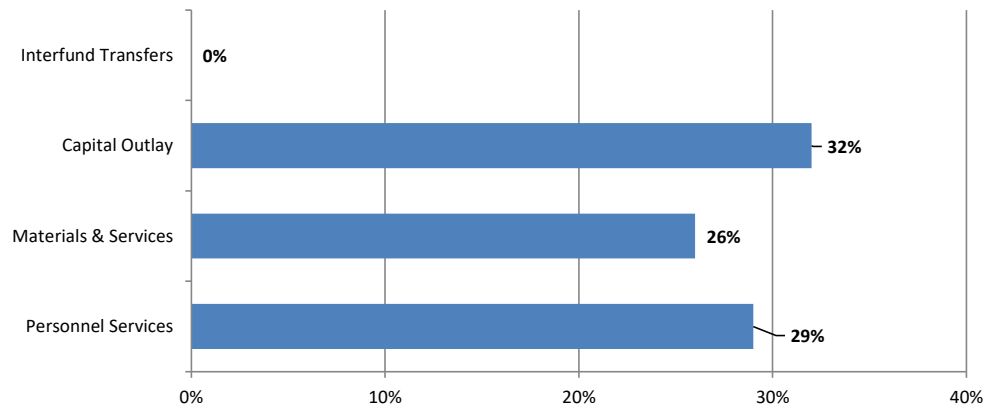
DEPARTMENT	BUDGET	ACTUAL	% REALIZED	COMMENTS
GENERAL FUND BEGINNING FUND BALANCE	3,247,069	3,860,050	118.9%	
Parks	2,000	510	25.5%	
Parks & Recreation	2,000	510	25.5%	
Fire	269,572	97,473	36.2%	
Code Enforcement	45,300	2,868	6.3%	
Police	199,850	27,501	13.8%	
Dispensary Business License	111,600	37,200	33.3%	
	-	-	#DIV/0!	
Public Safety Total	626,322	165,042	26.4%	
Interest	24,500	28,597	116.7%	
State Revenue Sharing	154,031	-	0.0%	
Administrative Services	497,148	165,716	33.3%	
Other General Revenues	8,485	17,164	202.3%	
Donations	-	-	#DIV/0!	
Property Taxes	4,242,967	256,845	6.1%	
Alcohol Bvg License & Fee	226,233	42,468	18.8%	
Cigarette tax	8,862	2,518	28.4%	
Marijuana tax	3,500,000	-	0.0%	
Franchise Fees	1,608,362	434,659	27.0%	
Cemetery	55,000	9,175	16.7%	
General Government Total	10,325,588	957,141	9.3%	
Planning & Zoning	4,000	1,420	35.5%	
Community development	4,000	1,420	35.5%	
GENERAL FUND REVENUE TOTALS	\$ 10,957,910	\$ 1,124,113	10.3%	
YTD CURRENT YEAR PROFIT(LOSS)	\$ (1,662,499)			
YTD BUDGET BENCHMARK	25.0%			 -14.7%

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

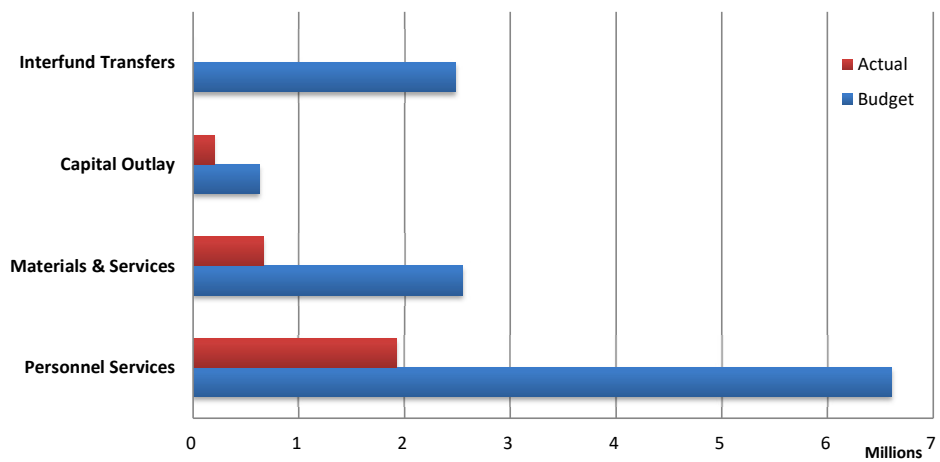
DEPARTMENT	BUDGET	ACTUAL	% EXPENDED	COMMENTS
Parks	422,549	147,224	34.8%	
Parks & Recreation	422,549	147,224	34.8%	
Fire	2,026,801	613,373	30.3%	
Code Enforcement	150,577	20,719	13.8%	
Police	4,626,420	1,328,583	28.7%	
Police reserves	3,275	-	0.0%	
Public Safety Total	6,807,073	1,962,675	28.8%	
Administration	532,881	135,334	25.4%	
City Council	34,461	4,170	12.1%	
Business Registration	1,100	10	0.9%	
Cemetery	224,078	80,938	36.1%	underground irrigaton project paid
Finance	259,476	18,823	7.3%	
Technology	214,940	74,758	34.8%	
General Government Total	1,266,936	314,033	24.8%	
Community development	214,474	39,766	18.5%	
Community Development	214,474	39,766	18.5%	
Administrative Overhead	573,580	286,915	50.0%	
Non-Departmental Contributions	531,000	36,000	6.8%	
Other Total	1,104,580	322,915	29.2%	
Operating Transfers Out	2,449,528	-	0.0%	
GENERAL FUND TOTALS	\$ 12,265,140	\$ 2,786,612	22.7%	
YTD BUDGET BENCHMARK			25.0%	 2.3%

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

% Expended by Category



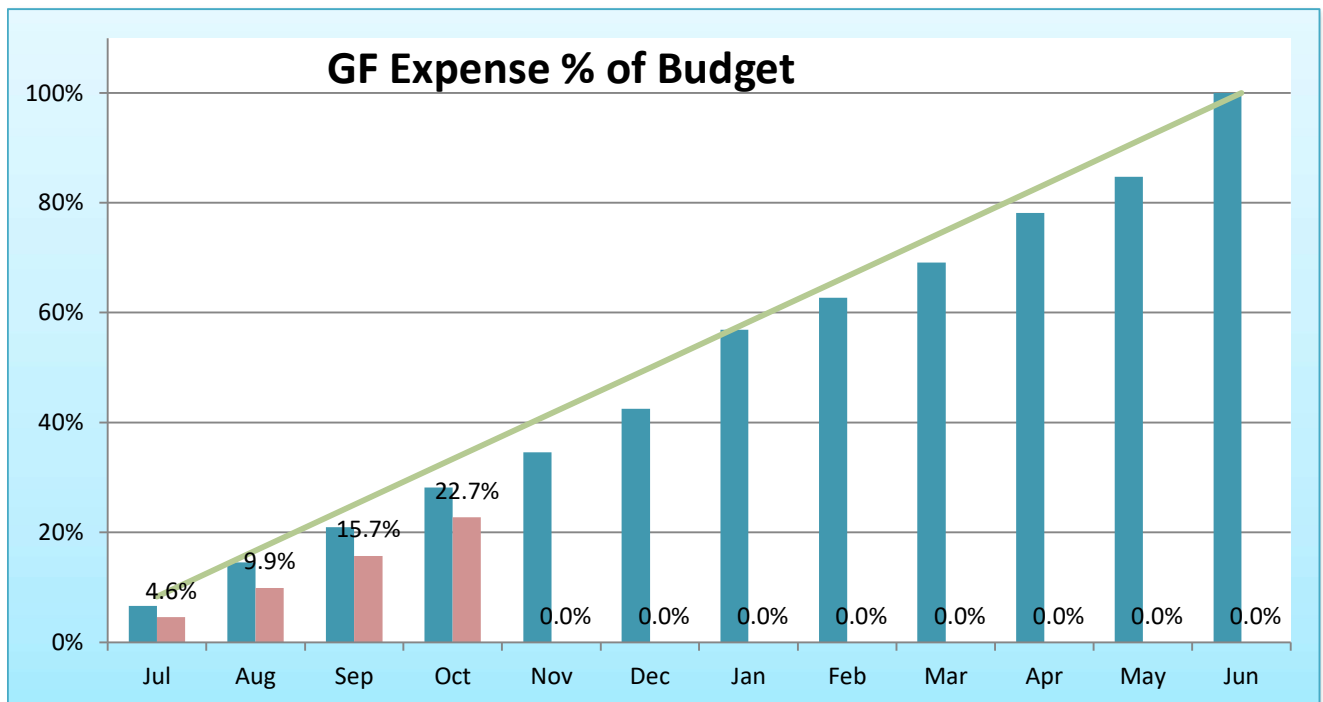
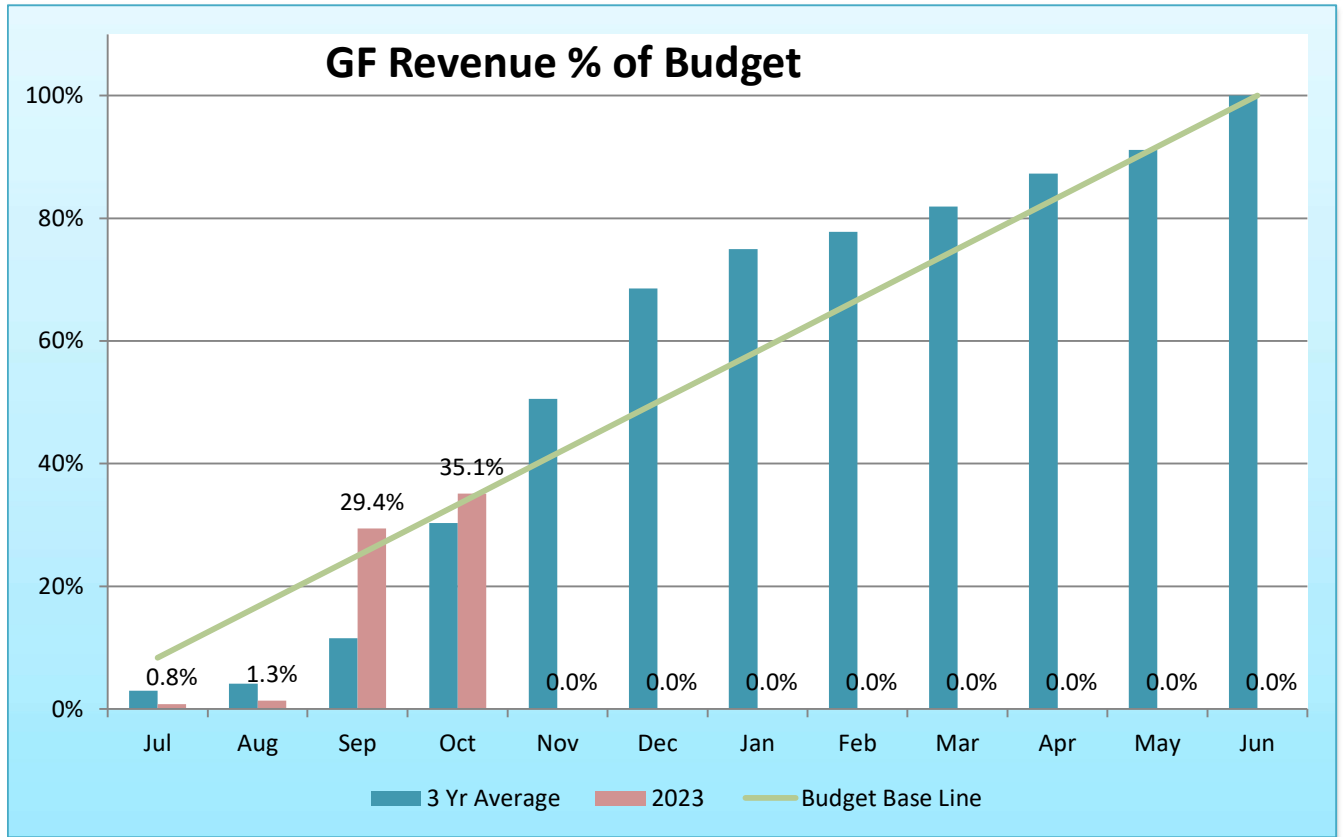
Budget to Actual by Category



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

LEGAL EXPENSES	
JULY	\$ 3,021
AUGUST	17,768
SEPTEMBER	26,599
OCTOBER	20,800
NOVEMBER	
DECEMBER	
JANUARY	
FEBRUARY	
MARCH	
APRIL	
MAY	
JUNE	
TOTAL	\$ 68,187
BUDGETED AMOUNT	\$ 80,000
(OVER) UNDER BUDGET AMOUNT	\$ 11,813

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



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

DEPARTMENT/FUND	REVENUES				EXPENDITURES		
	BUDGET	ACTUAL	% REALIZED		BUDGET	ACTUAL	% EXPENDED
002 Marijuana Enforcement Fund	25,600	13,472	52.6%		25,600	-	0.0%
010 Grant Fund	2,744,741	1,232,966	44.9%		2,744,741	136,655	5.0%
027 Building Fund	688,073	703,396	102.2%		229,947	69,563	30.3%
030 Capital Projects Fund	4,603,050	5,347,220	116.2%		2,810,214	654,583	23.3%
031 SDC Fund	794,798	840,033	105.7%		794,798	-	0.0%
045 Street Fund	5,676,164	2,096,617	36.9%		5,676,164	774,791	13.6%
050 Trust Funds	845,542	647,618	76.6%		845,542	94,854	11.2%
055 Reserve Funds	5,210,470	3,879,036	74.4%		4,101,462	48,385	1.2%
060 Revolving Loan Fund	449,164	259,809	57.8%		449,164	70,000	15.6%
105 Water Fund	4,955,225	3,947,857	79.7%		4,212,704	968,977	23.0%
110 Sewer Fund	5,561,514	4,569,033	82.2%		4,546,046	1,511,582	33.3%
115 Storm Sewer Fund	453,340	427,363	94.3%		159,725	42,088	26.4%
120 Airport Fund	958,329	221,051	23.1%		958,329	93,803	9.8%
125 Aquatic Fund	-	-	#DIV/0!		-	-	#DIV/0!

Comments:

YTD BUDGET BENCHMARK

25.0%

**CITY OF ONTARIO
BUDGET RESOLUTIONS
FOR THE PERIOD ENDED
OCTOBER 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)	
2022-132	GENERAL FUND	TRANSFERS	TRANSFER TO AIRPORT FUND	\$ 2,810	\$ 2,810.00
2022-132	GENERAL FUND	CONTINGENCY	CONTINGENCY	\$ (2,810)	
2022-132	GRANT FUND	GRANT FUND	TRANSFERS IN	\$ 2,810	\$ 2,810.00
2022-132	GRANT FUND	GRANT FUND	FAA AIRPORT GRANT	\$ 2,810	
2022-132	AIRPORT FUND	AIRPORT	TRANSFERS IN	\$ 2,810	\$ 2,810.00
2022-132	AIRPORT FUND	AIRPORT	TRANSFERS OUT	\$ 2,810	
2022-135	GENERAL FUND	TRANSFERS	TRANSFER TO STREET FUND	\$ (147,000)	\$ (122,000.00)
2022-135	GENERAL FUND	CONTINGENCY	CONTINGENCY	\$ 122,000	
2022-135	GENERAL FUND	NON DEPARTMENTAL APPROPRIATIONS	SOFTBALL BACKSTOPS	\$ 25,000	
2022-135	STREET FUND	STREET	TRANSFER FROM GENERAL FUND	\$ (147,000)	\$ (147,000.00)
2022-135	STREET FUND	STREET	10 YD DUMP TRUCK	\$ (147,000)	
2022-137	RESERVE FUND	PUBLIC SAFETY	AVAILABLE CASH - PUBLIC SAFETY	\$ 109,002	\$ 109,002.00
2022-137	RESERVE FUND	PUBLIC SAFETY	RADIO EQUIPMENT	\$ 109,002	
2022-139	RESERVE FUND	PUBLIC SAFETY	AVAILABLE CASH - PUBLIC SAFETY	\$ 30,500	\$ 30,500.00
2022-139	RESERVE FUND	PUBLIC SAFETY	ATF EXPENDITURES	\$ 30,500	
2022-140	GENERAL FUND	CONTINGENCY	CONTINGENCY	\$ (92,600)	\$ 92,600.00
2022-140	GENERAL FUND	POLICE	WAGES	\$ 68,000	
2022-140	GENERAL FUND	POLICE	UNIFORMS	\$ 8,000	
2022-140	GENERAL FUND	POLICE	CELL PHONE	\$ 1,600	
2022-140	GENERAL FUND	POLICE	HUMANITARIAN FUNDS	\$ 15,000	
2022-141	CAPITAL PROJECTS	UCF	CONTINGENCY	\$ (19,520)	\$ 19,520.00
2022-141	CAPITAL PROJECTS	UCF	WATER/SEWER LINE REPLACEMENT	\$ 19,520	
2022-144	GENERAL FUND	FIRE	GRANTS	\$ 35,000	\$ 35,000.00
2022-144	GENERAL FUND	FIRE	PART TIME EMPLOYEES	\$ 35,000	
2022-144	RESERVE FUND	PUBLIC SAFETY	GRANTS/CONTRIBUTIONS	\$ 364,500	\$ 368,556.00
2022-144	RESERVE FUND	PUBLIC SAFETY	FIRE EQUIPMENT	\$ 40,556	
2022-144	RESERVE FUND	PUBLIC SAFETY	PUBLIC SAFETY TRAINING FACILITY	\$ 328,000	
2022-144	RESERVE FUND	PUBLIC SAFETY	CONTINGENCY	\$ (4,056)	

Accounts Payable

Checks by Date - Summary by Check Date

User: kari.ott
Printed: 11/16/2022 6:51 PM



Check No	Vendor No	Vendor Name	Check Date	Check Amount
129123	879268	Civic Plus	10/03/2022	498.93
129124	879469	SBRK Finance Holdings, Inc.	10/03/2022	2,870.00
129126	037600	AT&T	10/03/2022	23.77
129127	UB*12039	ADAM & ANGELA BROWN	10/03/2022	170.88
129128	637830	Century Link	10/03/2022	732.36
129129	637828	Century Link Communications, LLC	10/03/2022	117.64
129130	UB*11811	BRUCE ERLEBACH	10/03/2022	83.15
129131	UB*12035	ESTREBERTO GALLEGOS	10/03/2022	100.07
129132	UB*12044	TRENT HAMMON	10/03/2022	61.55
129133	UB*12040	KATIE KAY HENINGER	10/03/2022	52.39
129134	376000	Idaho Power	10/03/2022	4,442.78
129135	UB*12042	TRAVIS JONES	10/03/2022	34.19
129136	879417	LightSpeed Networks, Inc.	10/03/2022	1,163.42
129137	UB*12043	SHANIA MARTINEZ	10/03/2022	36.33
129138	572000	Ontario Sanitary Service, Inc.	10/03/2022	313.06
129139	UB*12041	PCPALS LLC	10/03/2022	116.84
129140	UB*12032	KIERA TUCKER	10/03/2022	42.21
129141	288897	Verizon	10/03/2022	2,065.52
Total for 10/3/2022:				12,925.09
ACH	237002	Dell Marketing,L.P.	10/11/2022	15,781.17
Total for 10/11/2022:				15,781.17
129142	879612	Michael Iwai	10/12/2022	348.50
129144	130624	B & W Car Wash	10/12/2022	12.00
129145	21409	Big Sky Sportswear	10/12/2022	121.25
129146	879494	Bruneel, LLC	10/12/2022	501.53
129147	626400	Campo & Poole Distributing, LLC	10/12/2022	26,325.63
129148	180798	CIS Trust	10/12/2022	25.00
129149	270285	Enhanced Telecommunications & Data, Inc	10/12/2022	257.50
129150	879653	FileOnQ	10/12/2022	650.00
129151	303800	Frank's Extinguisher Service	10/12/2022	499.98
129152	333890	Graphix Wear	10/12/2022	150.00
129153	368200	Hughes Fire Equipment, Inc.	10/12/2022	759.38
129154	879191	Kristy Lynn Janti	10/12/2022	198.00
129155	420000	John Deere Financial	10/12/2022	57.72
129156	432000	Les Schwab Tires - Warehouse Center	10/12/2022	538.60
129157	441140	Looks Nu, Inc.	10/12/2022	325.00
129158	456402	Malheur County Clerk	10/12/2022	102.00
129159	879328	Malheur County GIS	10/12/2022	160.00
129160	879225	Malheur Media, LLC	10/12/2022	1,670.00
129161	879163	McCurry Ontario Motors, LLC	10/12/2022	158.39
129163	532000	Ontario Bearing & Hydraulic, Inc.	10/12/2022	30.30
129164	583401	State of Oregon Department of Environmen	10/12/2022	810.00
129165	232058	State of Oregon Dept of Administrative Ser	10/12/2022	1,000.00

Check No	Vendor No	Vendor Name	Check Date	Check Amount
129166	583450	State of Oregon Dept of Corrections	10/12/2022	2,760.00
129167	879551	Painter Holdings & Business Ventures, Inc.	10/12/2022	7.00
129168	879166	Pitney Bowes Global Financial Services, LI	10/12/2022	882.93
129169	642093	Red's Automotive Repair, Inc.	10/12/2022	802.08
129170	879145	Silver Signet, LLC	10/12/2022	578.68
129171	879626	Silverhawk Properties Oregon, LLC	10/12/2022	850.00
129172	702008	Staples Business Credit	10/12/2022	288.44
129173	704400	Star Fire District	10/12/2022	501.84
129174	729500	Storage On Site	10/12/2022	85.00
129175	774300	T-N-T Signs & Graphics	10/12/2022	78.00
129176	879553	Training & Employment Consortium	10/12/2022	1,220.00
129177	788402	TransUnion Risk & Alternative Data Soluti	10/12/2022	150.00
129178	879212	Uniforms 2 Gear	10/12/2022	880.64
129179	879635	Western Building Maintenance, Inc.	10/12/2022	7,924.16
129180	863995	White Cloud Communications-Boise, Inc.	10/12/2022	1,334.00
129182	879620	Integrity Inspection Solutions, Inc.	10/12/2022	55,037.35
129183	408200	J-U-B Engineers, Inc.	10/12/2022	1,429.47
129184	510797	Northwest Specialty Painting	10/12/2022	4,250.00
129185	698800	Stan's Heating, Inc.	10/12/2022	6,224.00
Total for 10/12/2022:				119,984.37
ACH	878915	Jacobs Engineeering Group, Inc.	10/13/2022	11,062.85
129186	461607	MicroTechnology Systems, Inc.	10/13/2022	23,956.75
129187	22427	Consor North America, Inc.	10/13/2022	8,818.88
129188	516494	State of Oregon Department of Transportati	10/13/2022	9,417.01
129189	528405	Oster Professional Group, CPA's PC	10/13/2022	56,020.34
129190	879680	US Bank Equipment Finance	10/13/2022	3,195.88
Total for 10/13/2022:				112,471.71
ACH	878915	Jacobs Engineeering Group, Inc.	10/14/2022	41,327.59
129191	879704	John Banning	10/14/2022	1,670.23
Total for 10/14/2022:				42,997.82
129192	144000	Cascade Natural Gas Corporation	10/19/2022	80.68
129193	637830	Century Link	10/19/2022	478.02
129194	376000	Idaho Power	10/19/2022	516.59
129195	130950	Sparklight Business	10/19/2022	98.22
Total for 10/19/2022:				1,173.51
ACH	718100	State of Oregon Department of State Lands	10/20/2022	885.00
Total for 10/20/2022:				885.00
129143	UB*12045	KEVIN KRESSLY	10/21/2022	128.21
129196	879706	Silva Cynthia	10/21/2022	5.00
129197	879705	Frank R. and Sharon Morrison- Ide	10/21/2022	5,000.00
129198	879612	Michael Iwai	10/21/2022	147.50
129199	422173	Kiwanis Club of Ontario	10/21/2022	2,091.26
129200	879373	Aaron Phillips	10/21/2022	304.44
129201	333852	Graphic Impressions	10/21/2022	560.00
129202	716380	State of Oregon Corporate Division-Notary	10/21/2022	40.00

Check No	Vendor No	Vendor Name	Check Date	Check Amount
			Total for 10/21/2022:	8,276.41
129203	183201	CK3, LLC	10/25/2022	10,052.50
129204	22427	Consor North America, Inc.	10/25/2022	35,215.76
129205	363999	Holcomb Construction, Inc.	10/25/2022	54,254.20
129206	879620	Integrity Inspection Solutions, Inc.	10/25/2022	37,795.54
129207	408200	J-U-B Engineers, Inc.	10/25/2022	20,243.40
129208	412500	Keller Associates, Inc.	10/25/2022	18,552.50
129209	461607	MicroTechnology Systems, Inc.	10/25/2022	2,683.30
129210	879138	Stantec Consulting Services, Inc.	10/25/2022	9,232.00
129211	860100	WesTech Engineering, Inc.	10/25/2022	76,000.00
129212	&597	Gresham Ford	10/25/2022	30,562.37
129213	461500	MetroQuip, Inc.	10/25/2022	449,299.49
			Total for 10/25/2022:	743,891.06
129214	879346	Hughey & Phillips	10/27/2022	8,393.18
129215	879247	Idaho Communications, LLC	10/27/2022	3,053.52
129216	879707	SNJ Online	10/27/2022	104,397.61
129217	842030	Warrington Construction	10/27/2022	562,481.70
			Total for 10/27/2022:	678,326.01
129218	028000	Anderson Perry & Associates, Inc.	10/28/2022	4,630.00
129219	033300	Argus Observer	10/28/2022	1,567.74
129220	130624	B & W Car Wash	10/28/2022	21.00
129221	879494	Bruneel, LLC	10/28/2022	967.99
129222	879637	Bryant Lovlien & Jarvis PC Attorneys at La	10/28/2022	26,598.63
129223	879062	Compass Minerals America, Inc.	10/28/2022	15,179.00
129224	879640	James C. Ferraris	10/28/2022	1,575.00
129225	879653	FileOnQ	10/28/2022	650.00
129226	645195	Fire Rescue Equipment NW, LLC	10/28/2022	1,889.00
129227	360015	Home Depot Credit Services	10/28/2022	40.45
129228	879247	Idaho Communications, LLC	10/28/2022	5,788.98
129229	420000	John Deere Financial	10/28/2022	6.49
129230	441140	Looks Nu, Inc.	10/28/2022	225.00
129231	451600	Malheur County Administration Office	10/28/2022	400.00
129232	456402	Malheur County Clerk	10/28/2022	321.00
129233	451750	Malheur County Sheriff's Office	10/28/2022	63,759.52
129234	451650	Malheur County Tax Collector	10/28/2022	64.31
129235	879225	Malheur Media, LLC	10/28/2022	805.00
129236	461607	MicroTechnology Systems, Inc.	10/28/2022	9,976.15
129237	879301	Net Assets Corporation	10/28/2022	204.00
129238	582200	Oregon Association Chiefs of Police	10/28/2022	110.00
129239	582530	Oregon Corrections Enterprises	10/28/2022	160.20
129240	516494	State of Oregon Department of Transportati	10/28/2022	781.19
129241	583450	State of Oregon Dept of Corrections	10/28/2022	6,900.00
129242	333809	State of Oregon Government Ethics Commi	10/28/2022	768.35
129243	528405	Oster Professional Group, CPA's PC	10/28/2022	25,925.08
129244	879551	Painter Holdings & Business Ventures, Inc.	10/28/2022	7.00
129245	641142	The Radar Shop, Inc.	10/28/2022	239.00
129246	642093	Red's Automotive Repair, Inc.	10/28/2022	1,213.69
129247	879469	SBRK Finance Holdings, Inc.	10/28/2022	1,395.00
129248	879145	Silver Signet, LLC	10/28/2022	181.05
129249	516825	Smith's Pack & Ship, LLC	10/28/2022	34.17

Check No	Vendor No	Vendor Name	Check Date	Check Amount
129250	686819	Sprint	10/28/2022	150.00
129251	738002	Symbol Arts, LLC	10/28/2022	150.00
129252	774300	T-N-T Signs & Graphics	10/28/2022	24.00
129253	879553	Training & Employment Consortium	10/28/2022	420.00
129254	788402	TransUnion Risk & Alternative Data Soluti	10/28/2022	75.00
129255	879151	Waste-Pro	10/28/2022	40.05
129256	879007	Weidner Fire	10/28/2022	135.00
129257	863995	White Cloud Communications-Boise, Inc.	10/28/2022	1,602.20
129258	879536	BK Construction, Inc.	10/28/2022	30,000.00
129259	UB*12047	KATHY BLACKMON &	10/28/2022	185.22
129260	879710	Susan C Combs	10/28/2022	6,000.00
129261	UB*12049	BRUCE ERLEBACH	10/28/2022	95.31
129262	879708	Friends of Ontario Softball	10/28/2022	25,000.00
129263	879709	Ruben Hernandez	10/28/2022	1,251.02
129264	879612	Michael Iwai	10/28/2022	82.75
129265	UB*12042	TRAVIS JONES	10/28/2022	135.81
129266	UB*12017	OREGON TRAIL HOBBIES	10/28/2022	42.12
129267	UB*12046	LINDA RYNEARSON M/R	10/28/2022	81.52
129268	879406	Rywest Homes, Inc.	10/28/2022	20,000.00
129269	UB*12048	LARRY TUTTLE	10/28/2022	130.03
Total for 10/28/2022:				257,984.02
ACH	PRAFLAC	AMERICAN FAMILY LIFE ASSURANCE	10/31/2022	706.36
ACH	PRAMERF	AMERICAN FUNDS GROUP	10/31/2022	225.00
ACH	PRCCIS	E B S TRUST	10/31/2022	71,410.95
ACH	PRCOLONI	COLONIAL LIFE	10/31/2022	860.76
ACH	PRFED	PAYROLL TAXES	10/31/2022	79,080.36
ACH	PRNATW	NATIONWIDE RETIREMENT SOLUTION	10/31/2022	500.00
ACH	PRORJU	OREGON DEPARTMENT OF JUSTICE	10/31/2022	764.15
ACH	PRORTAX2	OREGON DEPARTMENT OF REVENUE	10/31/2022	299.64
ACH	PRORTAXE	OREGON DEPARTMENT OF REVENUE	10/31/2022	19,538.29
ACH	PROSGP	OREGON SAVINGS & GROWTH PLAN	10/31/2022	11,375.00
ACH	PRPERS	OREGON PERS	10/31/2022	112,437.44
129720	PRLINC	LINCOLN NATIONAL LIFE INS CO	10/31/2022	600.00
129721	PRSFIRE	UMPQUA BANK	10/31/2022	605.00
Total for 10/31/2022:				298,402.95
Report Total (161 checks):				2,293,099.12