

**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, MAY 9, 2023, 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 _____
Penny Bakefelt _____ Eddie Melendrez _____ Mayor Deborah Folden _____

2) PLEDGE OF ALLEGIANCE

This Agenda was posted on May 5, 2023. Copies of the Agenda are available from the City Hall Customer Service Counter and on the city's website at www.ontariooregon.org.

3) MOTION TO ADOPT THE AGENDA

4) CONSENT AGENDA

- A) Adoption of Council Meeting Minutes: April 11, 2023
- B) Appointment to Parks Committee: Marc Berg (Kiwanis Club Rep)

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

6) PRESENTATIONS

- A) SREDA Update - Kristen Nieskens

7) NEW BUSINESS

- A) Contract Award to Warrington Construction for Safe Routes to Schools Grant
- B) Contract Amendment: Final Design SE 5th Avenue Pedestrian Improvements
- C) Bid Award: Wastewater Outfall Diffuser Project
- D) Contract Amendment: Engineering Services During Construction for Outfall Diffuser Project
- E) Engineering Contract: J-U-B Engineers for Airport Apron Design

8) HAND-OUTS

- A) Minutes: County Court 04-05-2023; 04-26-2023; 04-18-2023 (Budget); 04-19-2023 (Budget)
Minutes: Diversity Advisory Committee 03-15-2023
Minutes: TPM Committee 03-09-2023
- B) Monthly Department Stats: Code Enforcement, Police, Fire, Public Works
- C) Packet: V&C Board April 13, 2023

9) CORRESPONDENCE, COMMENTS AND EX-OFFICIO REPORTS

10) ADJOURN

The City Council may recess/adjourn to Executive Session under ORS 192.660(2) as follows: (a) Employment of Public Officers, Employees, or Agents; (b) Discipline of Public Officers, Employees, or Agents; (d) Labor Negotiations; (e) Real Property Transactions; (f) Exempt Public Records; (g) Trade Negotiations; (h) Litigation [Current or Potential]/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.



CITY COUNCIL MEETING MINUTES April 11, 2023

The scheduled meeting of the Ontario City Council was called to order by Mayor Deborah Folden at 6:00 p.m. on Tuesday, April 11, 2023, in the Council Chambers of City Hall. Council members present were Deborah Folden, Susann Mills, John Kirby, Ken Hart, and Penny Bakefelt. Sam Baker arrived at 6:02 p.m.; Eddie Melendrez was excused.

Members of staff present were Dan Cummings, Tori Barnett, Corinna Hysell, Clint Benson, Kari Ott, Casey Mordhorst, Michael Iwai, Paul Woods, and Andy Wood.

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

AGENDA

This Agenda was posted on April 7, 2023. Copies of the Agenda are available from the City Hall Customer Service Counter and on the city's website www.ontariooregon.org.

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

CONSENT AGENDA

MILLS moved, KIRBY seconded, **TO ADOPT THE CONSENT AGENDA, WHICH INCLUDED THE COUNCIL MEETING MINUTES OF MARCH 28, 2023**. Roll call vote: Mills-yes; Baker-yes; Kirby-yes; Hart-yes; Bakefelt-yes; Melendrez-out; Folden-yes. Motion carried 6/0/1.

PUBLIC COMMENTS

Kristy Rodriguez, Housing Authority of Malheur County: *Good evening, Madam Mayor and Council. I just wanted to give you guys an update as far as a project that we've been working diligently with the city on with Planning and Development. We have applied to get Project Turnkey Funds from Oregon Community Foundation. Community in Action actually applied for the funding, and it's supposed to be a turnkey project, but it's going to come over to the Housing Authority. It is transitional housing; however, we have worked very, very hard with this project. We have asked the Oregon Community Foundation for about \$4.5M to \$4.8M and the project is going to be located at 949 North Oregon. It's where Mills rental apartments used to be at. We will have a lot of services, wrap around services. I will have somebody there on site 24 hours a day, and we should have word back from the Oregon Community Foundation by this Thursday in regards to grant funding. If that gets approved, then we would actually sign and close on the project by next week. Funds will then be transferred over to us and we will begin construction rehab on the project. So, no big changes to the building itself, but there will be internal renovations done for these folks that are considered needing the transitional housing. If we need any other extra funds, then, obviously, we would address that with new Executive Order that's coming through to Malheur County. That is a need right now in our area. So, I figured I'd just update you all on what is going on with our community right now. Thank you.*



Mr. Cummings added that they planned to do a major remodel, but were not adding to the footprint. They would be remodeling all the units to bring them up to code. They also planned to remove a back carport storage area to provide more parking. It looked to be a good project in a good area, and it was correctly zoned. The Planning and Zoning Department supported the project.

OLD BUSINESS

Ordinance #2820-2023: Amend OMC 7-1, 2, 2A Nuisances (Final Reading)

Dan Cummings, City Manager, presented.

Tori Barnett, City Recorder, read the specific changes into the record.

6. Derelict Structures.

6.2 *Order to Vacate Buildings or Structures. If the City Manager determines that a Building or Structure is in violation of Section 6.1, the City Manager may order that a "no trespassing" and/or placard be posted on the Building or Structure (~~containing the~~ which placard will contain any information required under Section 10.3 which the City Manager determines applicable) and order that (a) the Building or Structure be vacated, and/or (b) the Owner register the Building or Structure under Section 7.1. The Owner and/or Occupant may appeal the City Manager's order under Section 12.1.*

10. Public Nuisances.

10.4 *Method of Service. Any notice (including orders) required under this Ordinance will be (a) personally delivered to the Owner(s) and Occupant(s), if any, (b) sent to the Owner(s) and Occupant(s), if any, by first class mail to their last known residence or business address, and/or (c) posted at the Premises. Any notice issued in substantial compliance with this Section 10.4 will be effective from and after the date the notice is issued. All notices served in accordance with this Section 10.4 will be considered served (delivered) on the date of personal service or posting or three days after the date of mailing. Failure of the Owner(s) or Occupant(s) to receive such notice or an error in the name or address of an Owner(s) or Occupant(s) will not render the notice void (i.e., the notice will be sufficient). Refusal to accept any notice provided under this Ordinance via registered or certified mail will not be deemed to, and will not, render the notice invalid.*

11. City Abatement and Procedures.

11.2 *Abatement Procedures - Assessment of Costs. After City's abatement, the police department will send to the Owner(s) and Occupant(s) a notice (billing notice) identifying the total cost and expense of abatement, including the administrative overhead fee. If the total cost and expense of abatement and administrative overhead are not paid within thirty (30) days after notice, the police department will file with the Hearings Officer an itemized statement of costs and expenses and administrative overhead fee and set the matter for public hearing. The police department will notify the Owner(s) and Occupant(s) of the public hearing no less than ~~ten (10)~~ fifteen (15) days before the scheduled hearing.*

13. Violations and Penalties.

13.1 *Warnings. The City Manager and/or police department may issue warnings, citations, and/or orders to any Person violating this Ordinance.*

Councilor Mills questioned under Section 10.4, why the word "and:" was underlined.

Ms. Barnett stated it was underlined because the word "and" had been added to the sentence.

Councilor Kirby stated he was still curious about the judicial end of this. Was the city prepared to put this into action either through having the city's own magistrate or having the Justice Court deal with it.



Mr. Cummings stated that had been discussed with the City Attorney. The ordinance read that the city would have a Hearings Officer. It had not been defined in the ordinance because who that person would be would be up to the Council, whether they had a Hearings Officer or assigned it to the courts.

MILLS moved, BAKEFELT seconded, **THE CITY COUNCIL APPROVE ORDINANCE #2820-2023, AN ORDINANCE SUPERSEDING AND REPLACING TITLE 7, CHAPTERS 1, 2, AND 2A OF THE ONTARIO MUNICIPAL CODE IN ITS ENTIRETY, COMMONLY KNOWN AS THE "ONTARIO NUISANCE ORDINANCE," WHICH TITLE 7, CHAPTERS 1, 2 AND 2A ESTABLISHED DEFINITIONS OF NUISANCE, PENALTIES, AND PROCEDURES FOR ABATEMENT OF NUISANCES IN CITY OF ONTARIO; SUPERSEDING AND REPLACING ALL CITY ORDINANCES, RESOLUTIONS, AND/OR POLICIES IN CONFLICT WITH THIS ORDINANCE, ON FINAL READING.** Roll call vote: Mills-yes; Baker-yes; Kirby-yes; Hart-yes; Bakefelt-yes; Melendrez-out; Folden-yes. Motion carried 6/0/1.

NEW BUSINESS

Eastern Oregon Real Estate, LLC: Utility Upsize Costs

Casey Mordhorst, Public Works Director, presented.

BAKEFELT moved, KIRBY seconded, **THE CITY COUNCIL APPROVE THE UTILITY UPSIZE COSTS AND APPROVE THE PAYMENT TO EASTERN OREGON REAL ESTATE, LLC, IN THE AMOUNT OF \$140,668.36 AND AUTHORIZE THE CITY MANAGER TO SIGN.** Roll call vote: Mills-yes; Baker-yes; Kirby-yes; Hart-yes; Bakefelt-yes; Melendrez-out; Folden-yes. Motion carried 6/0/1.

Resolution #2023-105: Airport Clubhouse Property Taxes

Dan Cummings, City Manager, presented.

HART moved, BAKER seconded, **THE CITY COUNCIL APPROVE RESOLUTION #2023-105: A RESOLUTION TO APPROPRIATE FUNDS TO PAY THE \$29,642.69 BACK PROPERTY TAXES FOR THE CLUBHOUSE.** Roll call vote: Mills-yes; Baker-yes; Kirby-yes; Hart-yes; Bakefelt-yes; Melendrez-out; Folden-yes. Motion carried 6/0/1.

Resolution #2023-106: Ontario Airport Land Lease Rates

Dan Cummings, City Manager, presented.

MILLS moved, KIRBY seconded, **THE CITY COUNCIL APPROVE RESOLUTION #2023-106, A RESOLUTION ESTABLISHING ONTARIO AIRPORT LAND LEASE RATES.** Roll call vote: Mills-yes; Baker-yes; Kirby-yes; Hart-yes; Bakefelt-yes; Melendrez-out; Folden-yes. Motion carried 6/0/1.

Airport Clubhouse Lease and Additional Land Lease

Dan Cummings, City Manager, presented.

HART moved, BAKEFELT seconded, **THE CITY COUNCIL APPROVE THE LETTER OF COMMITMENT AND AGREEMENT ATTACHED TO THIS REPORT OUTLINING THE BASIC TERMS OF THE LEASES, BETWEEN THE CITY OF ONTARIO AND CYA HOLDINGS, LLC, FOR THE LEASE OF THE ONTARIO AIRPORT CLUB HOUSE AND ASSOCIATED LANDS AND AN ADDITIONAL ADJACENT ONE (1) ACRE LAND LEASE FOR THE CONSTRUCTION OF A NEW STORAGE BUILDING AND AUTHORIZE THE CITY MANAGER TO SIGN THE TWO LEASES ONCE THEY ARE DEVELOPED BY THE CITY MANGER AND REVIEWED BY THE CITY ATTORNEY.** Roll call vote: Mills-yes; Baker-yes; Kirby-yes; Hart-yes; Bakefelt-yes; Melendrez-out; Folden-yes. Motion carried 6/0/1.

Acceptance of Department of State Lands Easement: Ontario Outfall Pipe Project

Dan Cummings, City Manager, presented.

MILLS moved, HART seconded, **THE CITY COUNCIL ACCEPT THE EASEMENT FROM THE DEPARTMENT OF STATE LANDS FOR THE ONTARIO OUTFALL PIPE PROJECT AND AUTHORIZE THE MAYOR TO SIGN THE EASEMENT.** Roll call vote: Mills-yes; Baker-yes; Kirby-yes; Hart-yes; Bakefelt-yes; Melendrez-out; Folden-yes. Motion carried 6/0/1.

DEPARTMENT HEAD UPDATES**Police: Quarterly Report**

Mike Iwai, Police Chief, presented.

HAND-OUTS**Minutes:** (Attached)

Diversity: 01-18-2023; 02-15-2023

County Court: 03-29-2023

Check Register (Attached)

February, 2023

Department Stats (Attached)

Police, Code Enforcement, Fire, Public Works – March 2023

CORRESPONDENCE, COMMENTS, AND EX-OFFICIO REPORTS

- Mayor Folden read a statement: *The Ontario Kiwanis Club will sponsor an evening workshop to educate voters on how to get involved in the political process so they can participate in the visit of the Oregon Legislature's Ways and Means committee April 28. This workshop at Four Rivers Cultural Center on April 19th will help area residents learn about how government committees work, assist residents to sign up register to give testimony, oral and written. Learn how decisions made by these committees impact their daily lives. The event begins at 6:30 pm and runs until 8:00 pm in the Museum Theater at Four River Culture Center. There is no cost. For more information contact Sarah Ray Groberg, 541-350-8404.*
- Dan Cummings stated as Council was aware, there was a Tater Tot Ad Hoc Committee that the Council had created for the Snake River Tater Tot Trail. This weekend, Friday and Saturday, both, there would be a charette at the Cultural Center. The design teams would be in attendance; there would be people from the National Park Service; landscape architects and engineers, and they would be there to take public comments. There would be open to the general public to come, see the maps with the proposed trails, and provide input back to the committee and attendees about what they thought the trail should look like. This was planning only, not design or building. Many people erroneously thought they were ready to begin the build, but this was strictly the planning process. The grant was provided to the city to get a plan completed so that in the future, when the city was ready to proceed with engineering and construction grants, there was a document to support the request. He'd like to see the Council in attendance to give the committee input into what the Council would like to see happen with that trail. Friday began at 1:00 p.m. with a tour of the route occurring the first few hours of the route, and it was all day Saturday, with the presentation from 4-6pm.



EXECUTIVE SESSION**ORS 192.660(2)(e) – Real Property**

An executive session was called at 7:22 p.m. under provisions of ORS 192.660(2)(e) to discuss real property. The Council reconvened into regular session at 7:54 p.m.

ADJOURN

BAKER moved, KIRBY seconded, **THAT THE MEETING BE ADJOURNED**. Roll call vote: Mills-yes; Baker-yes; Kirby-yes; Hart-yes; Bakefelt-yes; Melendrez-out; Folden-yes. Motion carried 6/0/1.

ACCEPTED:**ATTEST**

Deborah K. Folden, Mayor

Tori Barnett, MMC, City Recorder

Committee Appointments - 2023

Committee	New Term Expires	Current Member	Applicant-Interested
Airport [4 year term] Full			
Budget [4 year term] Full			
Diversity Advisory [3 year term] Full			
Homelessness TPM Ad Hoc Full			
Parks [3 year term] Kiwanis Member	12/2025	Vacant	Marc Berg
Planning Commission [4 year term] Full			
Public Works [3 year term] Full			
V&C [3 year term] Full			

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

Audit: As needed @ City Hall

Budget: As needed @ Public Safety Center

Business Loan Fund: As needed @ City Hall

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

Homelessness TPM Ad Hoc: 2nd Thursday each month 6:00-7:30 p.m., @ 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

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

received
04/21/2023

CITY OF ONTARIO REQUEST FOR BOARD OR COMMISSION APPOINTMENT

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

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

NAME: BERG Marc R.
Last First Middle Initial
HOME ADDRESS: 1250 SW 16th Ave Ontario 97914
Street City Zip Code
TELEPHONE: 541-709-1260 marc.berg@outlook.com
Home, Work, Cell, or Business (Include Area Code) E-mail Address

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

City Parks Committee
1. 2. 3.

Community Activities/Civic Organization/Boards/Committees:

Activity / Organization:	Length of Service	Position (s) Held:
<u>Kiwanis Club</u>	<u>2021 - current</u>	<u>Club Member</u>
<u>Boy Scouts of America</u>	<u>1985 - 2017</u>	<u>Eagle Scout, Scoutmaster</u>
<u>Ad Hoc Homeless Committee</u>	<u>2023 - present</u>	<u>Citizen Advisor</u>

Employment:

<u>Malheur County</u>	<u>Cartographer</u>	<u>2022- current</u>
Current Employer:	Position:	Dates of Employment:

Education:

University of Washington: B.A. Planning and Environmental Design

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

Looking to help the City as a Parks Committee volunteer

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

Current Kiwanis Club representative is no longer able to serve on the Parks Committee.


Signature:

April 20, 2023
Date:

Submit

Reset



**AGENDA REPORT
NEW BUSINESS
May 9, 2023**

To: Mayor and City Council

FROM: Paul Woods, City Engineer

THROUGH: Danny K. Cummings, City Manager

SUBJECT: **CONTRACT AWARD TO WARRINGTON CONSTRUCTION FOR SAFE ROUTES TO SCHOOLS GRANT**

DATE: May 1, 2023

PROPOSED MOTION:

I MOVE THE CITY COUNCIL AWARD WARRINGTON CONSTRUCTION A CONTRACT IN THE AMOUNT OF \$263,735 FOR THE SAFE ROUTES TO SCHOOLS PROJECTS ON ALAMEDA DRIVE AND THE EAST SIDE OF SW 12TH STREET AND AUTHORIZE THE MAYOR TO SIGN ALL RELATED DOCUMENTS.

SUMMARY:

A contract with Warrington Construction is attached for approval.

BACKGROUND:

In 2021, the City of Ontario was awarded a Safe Routes to Schools grant from the Oregon Department of Transportation in the amount of \$358,931 with a commitment from the City to match \$89,728 for a total project fund of \$448,659. The City identified priority projects on Alameda Drive, SW 12th Street, and NW 6th Street, as part of the grant application. A detailed design and bid package was publicly solicited for bid in April and May of 2022. No responsive bids were received. In working with ODOT, authorization was granted to utilize Oregon's Public Works Law that allows the City to negotiate with a licensed Public Works contractor if no bids are received on a solicitation. The initial cost estimate from the contractor for the scope of work was \$1,072,000. City staff worked with ODOT staff to reduce the scope of the project to fit the available funds.

CURRENT SITUATION:

The contract for Warrington fits within the remaining project funds and is ready for consideration for approval.

ANALYSIS:

- A. **STRATEGIC PLAN** The proposed project falls under the Growth section of the strategic plan.

- B. **FINANCIAL** Grant funding from ODOT for \$358,931 and the budgeted matching funds of \$89,728 will be used as budgeted, for a total project cost of \$448,659.
- C. **TIMING** Grant funds must be expended by October 1, 2023.
- D. **POLICY/LLEGAL** The City Council is required to award the contract.

ALTERNATIVES:

If the Council elects not to approve the contract, the project will not be implemented.

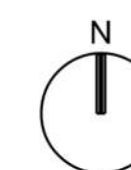
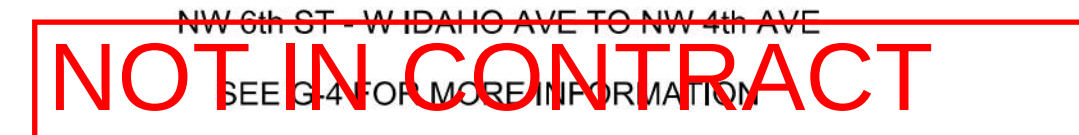
RECOMMENDATION:

Staff recommends approval of the contract with Warrington Construction.

ATTACHMENTS:

1. Ontario SRTS Full Size Drawings Marked Up for 2023
2. BID FORM modified for April 2023 V1
3. Contract Agreement Form

MAY 2023



CONTRACT UPDATES 4 110 23
BROBERTS

INDEX TO DRAWINGS

SHEET		
<u>NO.</u>	<u>DWG NO.</u>	<u>SHEET TITLE/DESCRIPTION</u>
<u>GENERAL</u>		
1	G-1	COVER SHEET AND MAPS
2	G-2	INDEX TO DRAWINGS
3	G-3	LEGEND, ABBREVIATIONS, AND GENERAL NOTES
4	G-4	OVERALL KEY MAP

AREA 1 - ALAMEDA DRIVE

5	A-1	AREA 1 KEY MAP
6	A-2	ALAMEDA DR PLAN AND 100+00 TO 108+00
7	A-3	ALAMEDA DR PLAN AND 108+00 TO 111+80

SHEET		
<u>NO.</u>	<u>DWG NO.</u>	<u>SHEET TITLE/DESCRIPTION</u>
<u>AREA 2 - SW 12th ST</u>		
8	B-1	AREA 2 KEY MAP
9	B-2	SW 12th ST PLAN STA 200+00 TO STA 206+20

AREA 2: WEST SIDE
NOT IN CONTRACT

SHEET
NO. DWG NO. SHEET TITLE/DESCRIPTION

AREA 3 - NW 6th ST

10 C-1 AREA 3 KEY MAP

11 C-2 NW 6th ST PLAN STA 306+10 TO STA 308+20

12 C-3 NW 6th ST PLAN STA 308+20 TO STA 315+50

TYPICAL DETAILS

13	TD-1	TYPICAL SECTIONS & DETAILS
14	TD-2	TYPICAL DETAILS
15	TD-3	TYPICAL DETAILS

REGISTERED PROFESSIONAL
ENGINEER
89547PE
Elizabeth Beck Roberts
OREGON
NOV. 18, 2014
ELIZABETH BECK ROBERTS
EXPIRES: 12-31-22

[illegible]

	CIVIL INDEX TO DRAWINGS	SAFE ROUTES TO SCHOOL ONTARIO, OREGON CITY OF ONTARIO 444 SW 4th STREET, ONTARIO, OR 97914
---	---------------------------------------	---

VERIFY SCALE	
BAR IS ONE INCH ON ORIGINAL DRAWING.	
0	1"
DATE	MAY 2021
PROJ	D350020
DWG	G-00
SHEET	2 of 15

GENERAL NOTES:

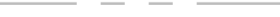
1. SURVEY WAS COMPLETED BY ATLAS LAND SURVEYING IN 2021
2. HORIZONTAL DATUM: HORIZONTAL CONTROL IS THE ONTARIO ZONE OF THE OREGON COORDINATE REFERENCE SYSTEM.

ELEVATION DATUM: THE BASE ELEVATION POINT HELD TO CONTROL THE VERTICAL POSITION WAS POINT #53604 A BRASS DISK SET IN CONCRETE. LOCATED 28 FEET NORTH OF THE UNION PACIFIC RAILROAD STATION, (IN THE LAWN). DESIGNATION G 103. PUBLISHED NGVD 29 ELEVATION 2153.57.
3. EXISTING TOPOGRAPHY, STRUCTURES, AND SITE FEATURES ARE SHOWN SCREENED AND/OR LIGHT-LINED. NEW FINISH GRADE, STRUCTURES, AND SITE FEATURES ARE SHOWN BOLD AND/OR HEAVY-LINED.
4. LOCATION OF EXISTING STRUCTURES ARE APPROXIMATE. FIELD VERIFY PRIOR TO CONSTRUCTION
5. CONTRACTOR SHALL NOTIFY DIGLINE AT 1-800-342-1585 FOR LOCATION OF EXISTING UTILITIES. THE CONTRACTOR IS FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES TO EXISTING UNDERGROUND UTILITIES NOT SCHEDULED FOR DEMOLITION.
6. SLOPE UNIFORMLY BETWEEN CONTOURS AND SPOT ELEVATIONS SHOWN.
7. UNLESS SHOWN ON THE PLANS, ALL DISTURBED AREAS NOT RECEIVING A HARD SURFACE SHALL BE RESTORED TO ORIGINAL OR BETTER CONDITION.
8. CONTRACTOR SHALL BE RESPONSIBLE FOR IMPLEMENTING AND MAINTAINING EROSION CONTROL DEVICES DURING CONSTRUCTION. EROSION CONTROL DEVICES INCLUDING SILT FENCE, FIBER ROLLS, AND INLET PROTECTION ARE THE MINIMUM REQUIRED.
9. CONTRACTOR SHALL TAKE ALL OTHER MEASURES TO POSITIVELY PRECLUDE EROSION MATERIALS FROM LEAVING THE SITE.
10. ATTENTION: OREGON LAW REQUIRES YOU TO FOLLOW RULES ADOPTED BY THE OREGON UTILITY NOTIFICATION CENTER. THOSE RULES ARE SET FORTH IN OAR 952-001-0010 THOROUGH OAR 952-001-0090. YOU MAY OBTAIN COPIES OF THE RULES BY CALLING THE CENTER. (NOTE: THE TELEPHONE NUMBER FOR THE OREGON UTILITY NOTIFICATION CENTER IS (503) 232-1987.)
11. EXISTING PROPERTY CORNERS AND SURVEY MONUMENTS SHALL BE LOCATED, MARKED, AND PROTECTED DURING THE COURSE OF CONSTRUCTION. ANY DAMAGED OR OBLITERATED CORNERS OR MONUMENTS SHALL BE RE-ESTABLISHED AT THE CONTRACTOR'S EXPENSE BY A PROFESSIONAL LAND SURVEYOR, LICENSED IN THE STATE OF OREGON, PRIOR TO FINAL ACCEPTANCE.

CONSTRUCTION NOTES:

1. ALL WORK SHALL CONFORM WITH THE CURRENT EDITION OF THE IDAHO STANDARDS FOR PUBLIC WORKS CONSTRUCTION (ISPPWC). ALL REFERENCES TO "SD" REFER TO THE ISPPWC STANDARD DETAILS.
2. THE CONTRACTOR SHALL NOTIFY THE ONTARIO PUBLIC WORKS DEPARTMENT 48 HOURS PRIOR TO CONSTRUCTION. CONTACT AL HAUN AT 1-541-889-8572.
3. RESTRICT ALL CONSTRUCTION ACTIVITIES TO WITHIN THE EASEMENTS AND RIGHTS-OF-WAY AND WITHIN THE PROJECT LIMITS AS STATED UNLESS OTHERWISE NOTED ON PLANS OR DIRECTED BY THE ENGINEER.
4. CONTRACTOR SHALL CONFORM TO THE REQUIREMENTS OF THE MOST CURRENT EDITION OF THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD), PROVIDE TEMPORARY SIGNS AND BARRICADES AS NECESSARY TO PREVENT UNAUTHORIZED ENTRY TO CONSTRUCTION AREAS AND ENSURE PUBLIC SAFETY AND WORKER SAFETY. ILLUMINATE TEMPORARY SIGNS, BARRICADES, AND OBSTRUCTIONS WITH WARNING LIGHTS FROM SUNSET TO SUNRISE, AND USE SIGNS TO ALERT GENERAL PUBLIC TO CONSTRUCTION HAZARDS INCLUDING BUT NOT LIMITED TO: SURFACE IRREGULARITIES AND TRENCHES OR EXCAVATIONS IN OR ALONG ROADWAYS. DURING NIGHTTIME AND WEEKENDS THE CONTRACTOR SHALL LEAVE THE WORK ZONE IN A SAFE CONDITION, FREE OF HAZARDS TO BOTH VEHICLES (MOTORIZED AND NON-MOTORIZED) AND PEDESTRIANS, AND CLEAN.
5. THE LOCATION OF UTILITIES SHOWN ON THE PLANS ARE APPROXIMATE. IT IS ASSUMED THAT ADDITIONAL UTILITIES EXIST (IRRIGATION, ETC.). IT SHALL BE THE CONTRACTORS RESPONSIBILITY TO ARRANGE FOR UTILITY IDENTIFICATION AND FIELD LOCATION PRIOR TO CONSTRUCTION. ANY POTENTIAL CONFLICTS WITH THE PROPOSED WORK AND EXISTING UTILITIES SHALL BE CONVEYED TO THE ENGINEER IN WRITING AS SOON AS PRACTICAL AFTER DISCOVERY. UTILIZE DIG-LINE 1-800-342-1585.
6. NOT USED.
7. PROTECT AND PRESERVE ALL EXISTING TREES WITHIN THE CONSTRUCTION LIMITS UNLESS SPECIFICALLY IDENTIFIED FOR REMOVAL OR APPROVED OTHERWISE IN WRITING BY THE ENGINEER.
8. CONTRACTOR SHALL PROVIDE A TRAFFIC CONTROL PLAN, DEVELOPED AND CERTIFIED BY A PROFESSIONAL ENGINEER LICENSED IN THE STATE OF OREGON. SUBMIT CERTIFIED TRAFFIC CONTROL PLAN TO ONTARIO PUBLIC WORKS DEPARTMENT FOR REVIEW AND APPROVAL PRIOR TO CONSTRUCTION.

EXISTING LEGEND

SURVEYED LINE	
NEW LOT/PARCEL LINE	
ADJUSTED LINE	
ORIGINAL LINE	
TAX LOT LINE	
SECTION LINE	
EASEMENT	
PROPOSED EASEMENT	
DEDICATED R/W	
PRESCRIPTIVE R/W	
CENTER LINE	
EXISTING PARCEL	
CALCULATED/TIE LINE	
FENCE	
WATER	
SANITARY SEWER	
NATURAL GAS	
STORM DRAIN	
FIBER OPTICS	
OVERHEAD POWER	
UNDERGROUND POWER	
UNDERGROUND TELEPHONE	
PLANTER	
CULVERT	
ALUMINUM CAP CONTROL POINT	
REBAR CONTROL POINT	
BENCHMARK	
PK CONTROL POINT	
FOUND PK NAIL	
WATER METER	
WATER WELL	
VALVE	
PUMPER FIRE HYDRANT	
FROST FREE HYDRANT	
SIGN	
STORM DRAIN MANHOLE	
CURB INLET	
CATCH BASIN (ROUND GRATE)	
MAIL BOX	
SANITARY SEWER MANHOLE	
POWER POLE	
POWER POLE w/STREET LIGHT	
POWER POLE ANCHOR	
TELEPHONE PEDISTAL	
SHRUB/BUSH/GROUND COVER	
TREES	

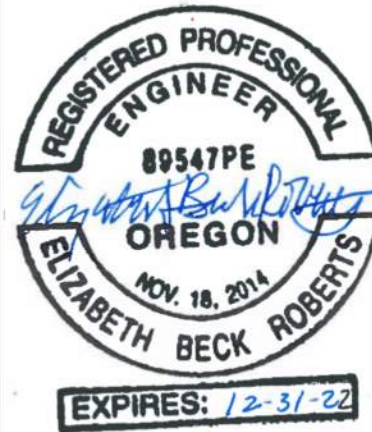
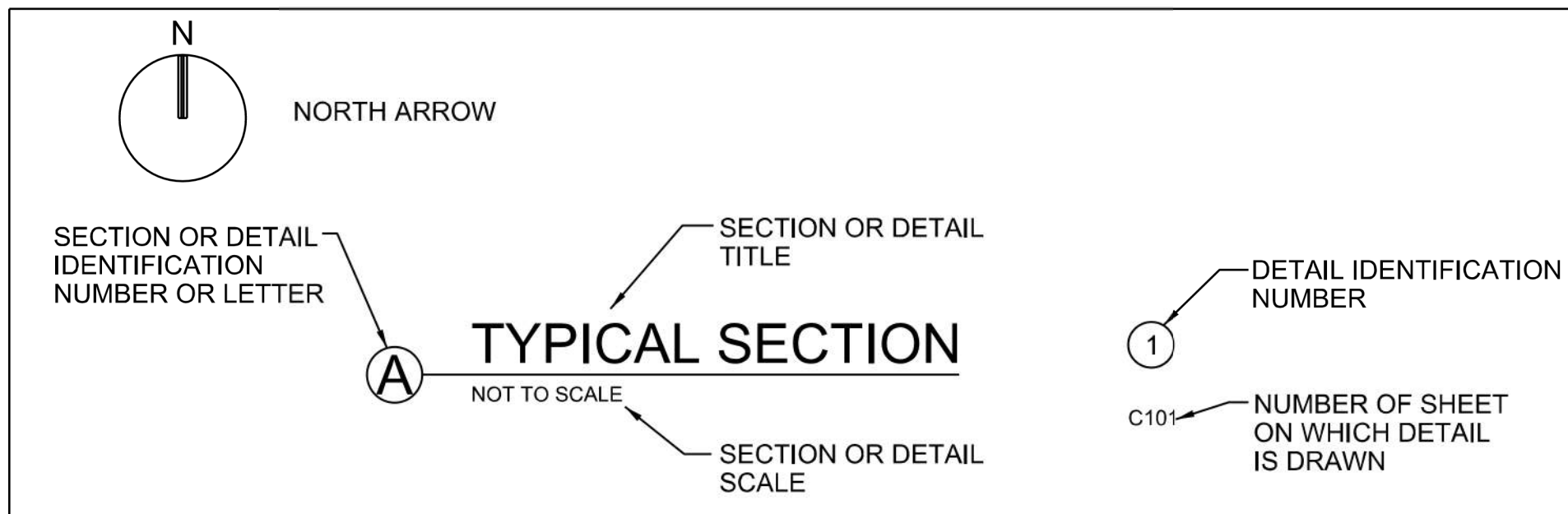
PROPOSED LEGEND

	SIGN
	FILL LINE
	CUT LINE
	STRUCTURE, BUILDING OR FACILITY
	CONCRETE PAVEMENT RESTORATION
	CURB
	CURB & GUTTER

ABBREVIATIONS

&	APPROXIMATELY	OVH	OVERHEAD
ABN	ABANDON	PCCP	PORTLAND CEMENT CONC
ABND	ABANDONED		PAVEMENT
AC	ASPHALT CONCRETE	PE	POLYETHYLENE
ADA	AMERICANS WITH DISABILITIES ACT	PED	PEDESTRIAN
APPROX	APPROXIMATE	PIV	POST INDICATOR VALVE
AWWA	AMERICAN WATER WORKS ASSOCIATION	PSI	POUND PER SQUARE INCH
		PVMNT	PAVEMENT
BLDG	BUILDING		
BM	BENCH MARK	R, RAD	RADIUS
BUR	BURIED	RCP	REINFORCED CONCRETE PIPE
CB	CATCH BASIN	SEW, SS	SANITARY SEWER
C&G	CURB AND GUTTER	SD	STORM DRAIN
CI	CAST IRON	SDMH	STORM DRAIN MANHOLE
CMP	CORUGATED METAL PIPE	SIM	SIMILAR
CO	CLEAN OUT	SOG	SLAB ON GRADE
CONC	CONCRETE	SPEC'D	SPECIFIED
CONST	CONSTRUCT	SSMH	SANITARY SEWER MANHOLE
COORD	COORDINATE	SST	STAINLESS STEEL
CL, $\mathcal{C}$	CENTERLINE	STA	STATION
		STND	STANDARD
DIA, $\emptyset$	DIAMETER	STRUCT	STRUCTURAL
DEMO	DEMOLITION	SW	SIDEWALK
DWG	DRAWING		
		TG	TOP OF GRATE
E	EAST, EASTING, ELECTRICAL	TOC	TOP OF CONCRETE
ELB	ELBOW	TPY	TYPICAL
ELECT	ELECTRICAL		
EL, ELEV	ELEVATION	UON	UNLESS OTHERWISE NOTED
EOS	EDGE OF SLAB/SIDEWALK		
EP	EDGE OF PAVEMENT	VERT	VERTICAL
EPA	ENIROMENTAL PROTECTION AGENCY		
ESC	EROSION & SEDIMENT CONTROL	W	WATER
EXST	EXISTING		

F	FLANGE
FDC	FIRE DEPARTMENT CONNECTION
FFE	FINISHED FLOOR ELEVATION
FH	FIRE HYDRANT
FL	FLOWLINE
FOW	FACE OF WALL
FT	FEET
G	GAS
GB	GRADE BREAK
HC	HEATING/COOLING
INV	INVERT
ISPCW	IDAHO STANDARDS FOR PUBLIC WORKS CONSTRUCTION
LF	LINEAR FEET
MAX	MAXIMUM
MH	MANHOLE
MIN	MINIMUM
MSC	MISCELLANEOUS
MJ	MECHANICAL JOINT
N	NORTH, NORTHING
NOI	NOTICE OF INTENT
NTS	NOT TO SCALE

[illegible]

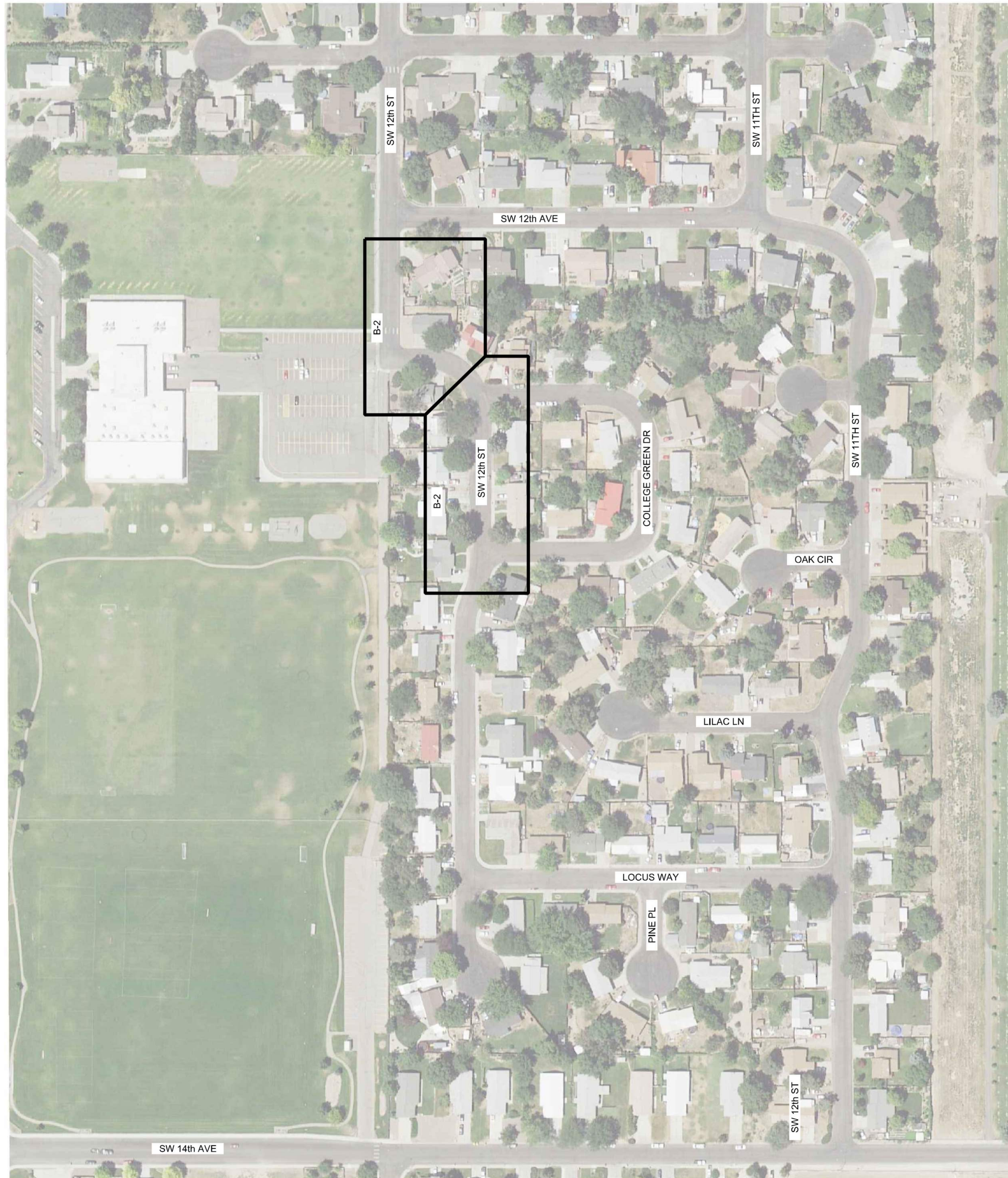
SAFE ROUTES TO SCHOOL
ONTARIO, OREGON
CITY OF ONTARIO
144 SW 4th STREET, ONTARIO, OR 97914



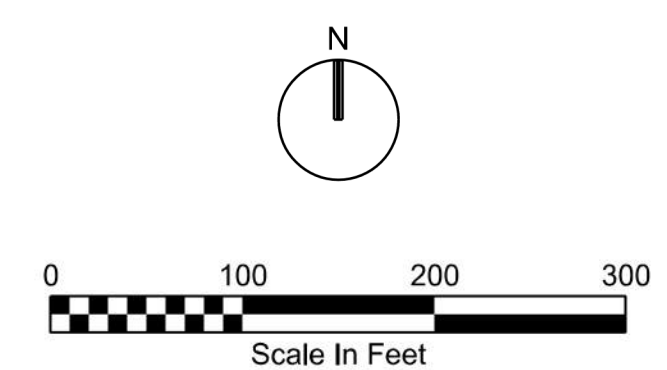
CIVIL

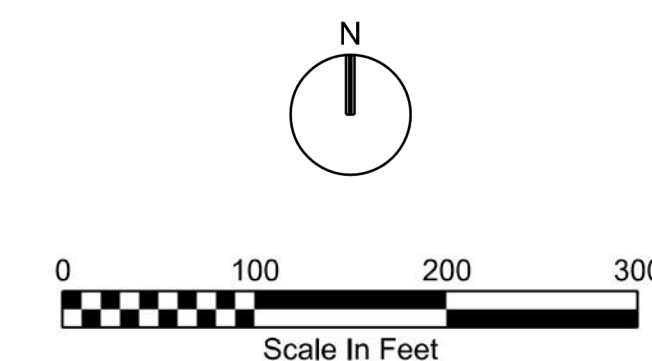
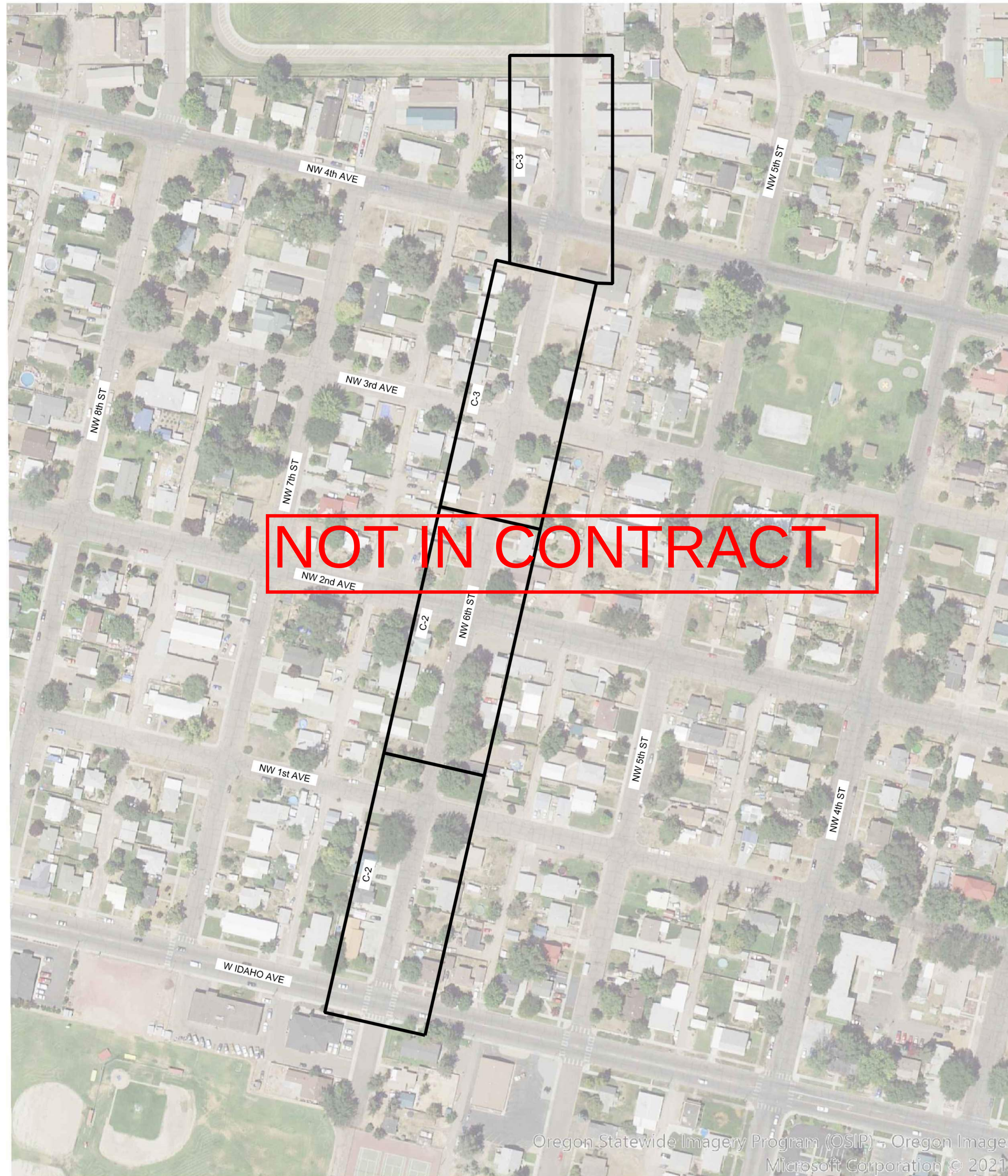
LEGEND, ABBREVIATIONS, AND
GENERAL NOTES

VERIFY SCALE BAR IS ONE INCH ON ORIGINAL DRAWING. 0  1"	
DATE	MAY 2022
PROJ	D3500200
DWG	G-003
SHEET	3 of 15



CONTRACT UPDATES 4 110 23
BROBERTS

[illegible]



CONTRACT UPDATES 4 110 23
BROBERTS

[illegible]

SAFE ROUTES TO SCHOOL ONTARIO, OREGON CITY OF ONTARIO 444 SW 4th STREET ONTARIO, OR 97914	.	.	.
--	---	---	---

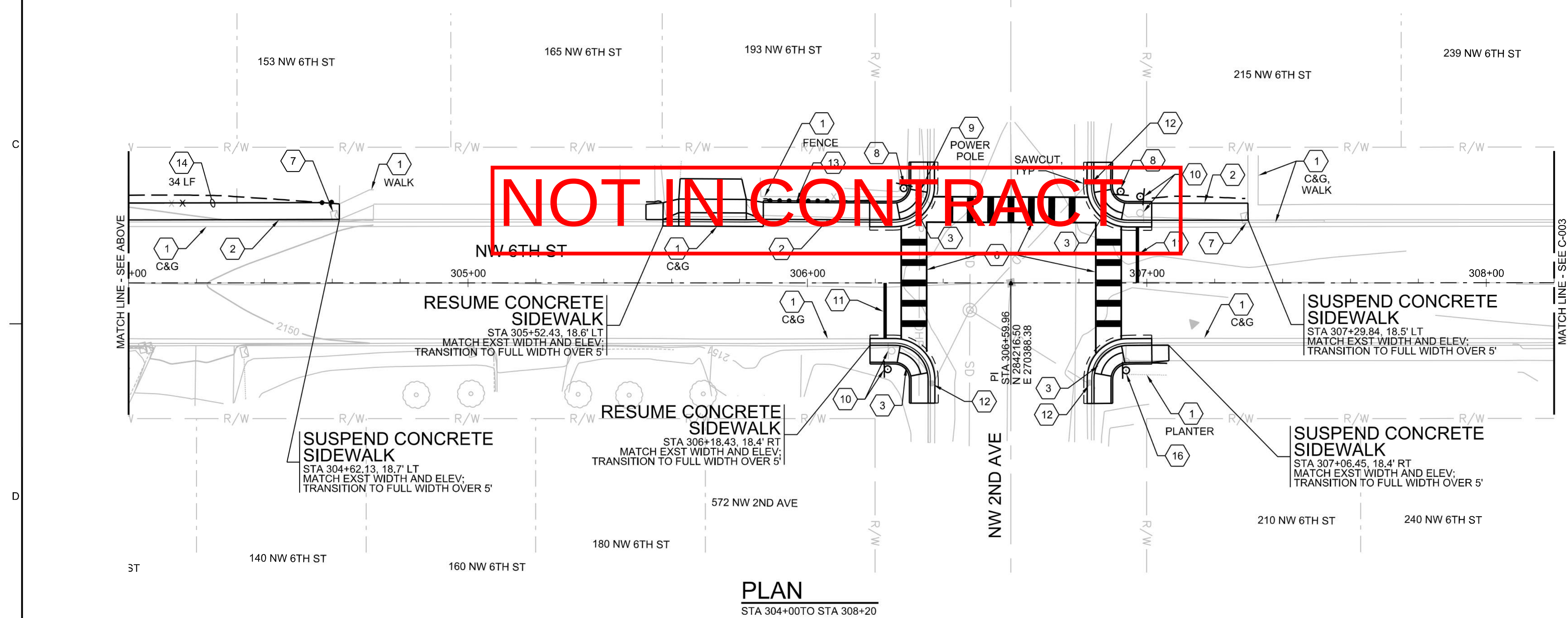
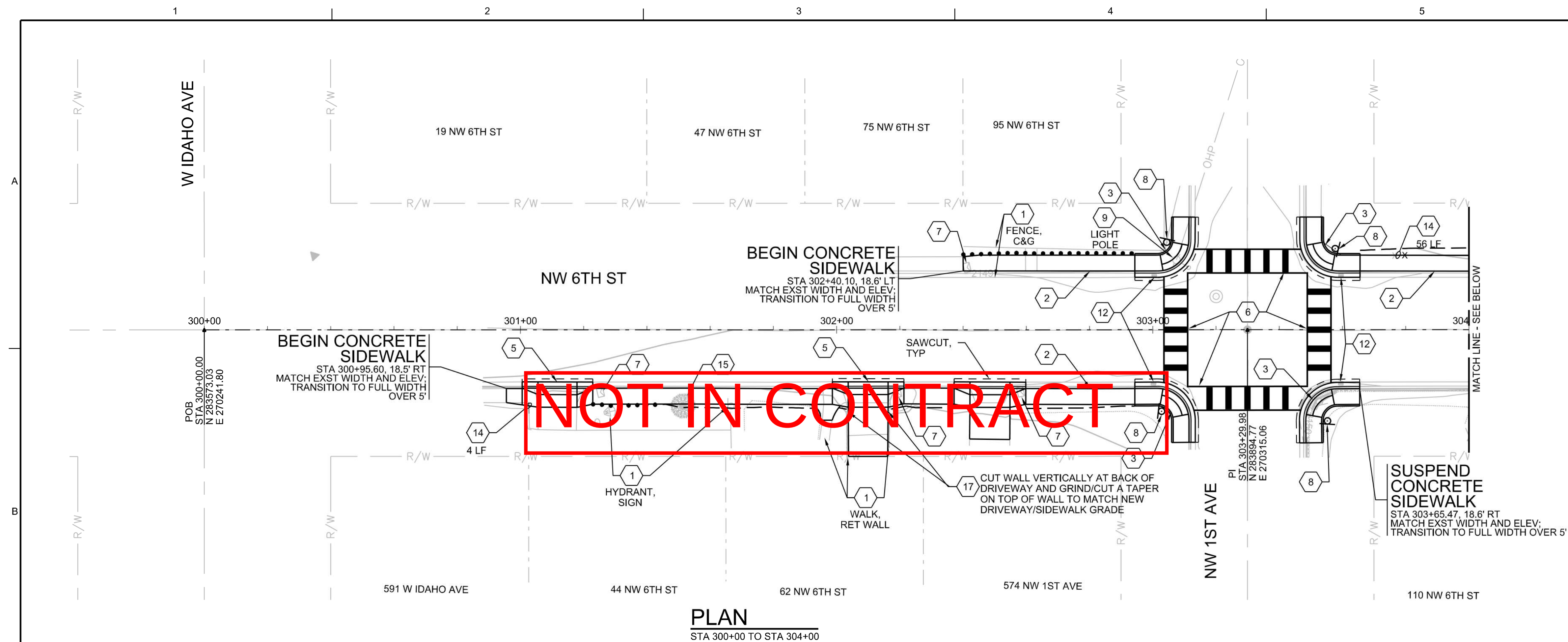
acobs.

CIVIL AREA 3 KEY MAP

VERIFY SCALE	
BAR IS ONE INCH ON ORIGINAL DRAWING. 0  1"	
DATE	MAY 2022
PROJ	D3500200
DWG	C-001
SHEET	10 of 15

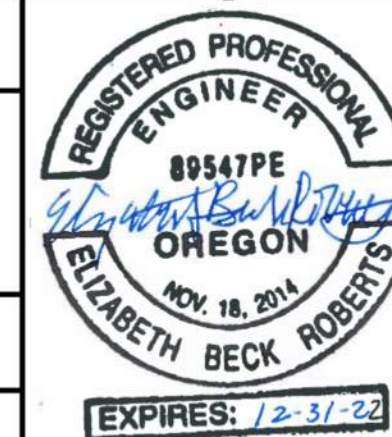
BID DOCUMENTS

REUSE OF DOCUMENTS:	J HUDSON	JOYE	S SOLECKI	B ROBERTS
THIS DOCUMENT AND THE IDEAS AND DESIGNS INCORPORATED HEREIN, AS AN INSTRUMENT OF PROFESSIONAL SERVICE, IS THE PROPERTY OF JACOBS AND IS NOT TO BE USED, IN WHOLE OR IN PART, FOR ANY OTHER PROJECT WITHOUT THE WRITTEN AUTHORIZATION OF JACOBS.				
© JACOBS 2021. ALL RIGHTS RESERVED.				



GENERAL SHEET NOTES

1. SEE TD-001 FOR TYPICAL SECTIONS.



SHEET KEYNOTES

1. RETAIN AND PROTECT
2. 5' CONC SIDEWALK, SEE ISPWC SD-709
3. PEDESTRIAN RAMP, SEE PEDESTRIAN RAMP - TYPE 1 ON TD-002
4. CURB & GUTTER, SEE ISPWC SD-701
5. DRIVEWAY, SEE SHEET TD-001
6. TYPICAL CROSSWALK PAVEMENT MARKING, SEE CROSSWALK MARKING DETAIL ON TD-003
7. REMOVE AND RESET MAILBOX PER ISPWC SD-709A; COORDINATE WITH ENGINEER AND HOMEOWNER FOR LOCATION
8. PEDESTRIAN CROSSING SIGN, MUTCD SIGN 21-1 WITH W-16-7P
9. TO BE RELOCATED BY OTHERS
10. REMOVE AND RESET STOP SIGN
11. STOP BAR, SEE CROSSWALK MARKING DETAIL ON TD-003
12. DRAIN INLET; CONNECT TO EXISTING PIPE, MATCH EXISTING GRADES, SEE ISPWC SD-603
13. 6" VERTICAL CURB (NO GUTTER) BEHIND SIDEWALK SEE ISPWC SD-710A
14. REMOVE FENCE
15. REMOVE TREE
16. REMOVE AND RESET SIGN
17. REMOVE WALL (PARTIAL)

[illegible]

©JACOBS 2021. ALL RIGHTS RESERVED.

JUDSON	JOTE	SOLECNI
THIS DOCUMENT, AND THE IDEAS AND DESIGNS INCORPORATED HEREIN, AS AN INSTRUMENT OF PROFESSIONAL SERVICE, IS THE PROPERTY OF JACORS AND IS NOT TO BE USED IN WHOLE OR IN PART FOR ANY OTHER PROJECT WITHOUT THE WRITTEN AUTHORIZATION OF JACORS.		

REUSE OF DOCUMENTS:

202 BID DOCUMENTS

Jacobs.

CIVIL
NW 6TH ST
STA 300+00 TO STA 308+20

SAFE ROUTES TO SCHOOL
ONTARIO, OREGON

44 SW 4th STREET ONTARIO, OR 97914

VERIFY SCALE

BAR IS ONE INCH ON
ORIGINAL DRAWING

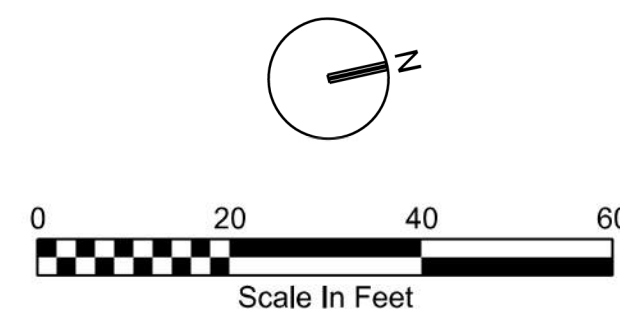
DATE	MAY 2022
------	----------

PROJ	D3500200
------	----------

DWG	C-002
-----	-------

SHEET 11 of 15

CONTRACT UPDATES 4 110 23
BROBERTS



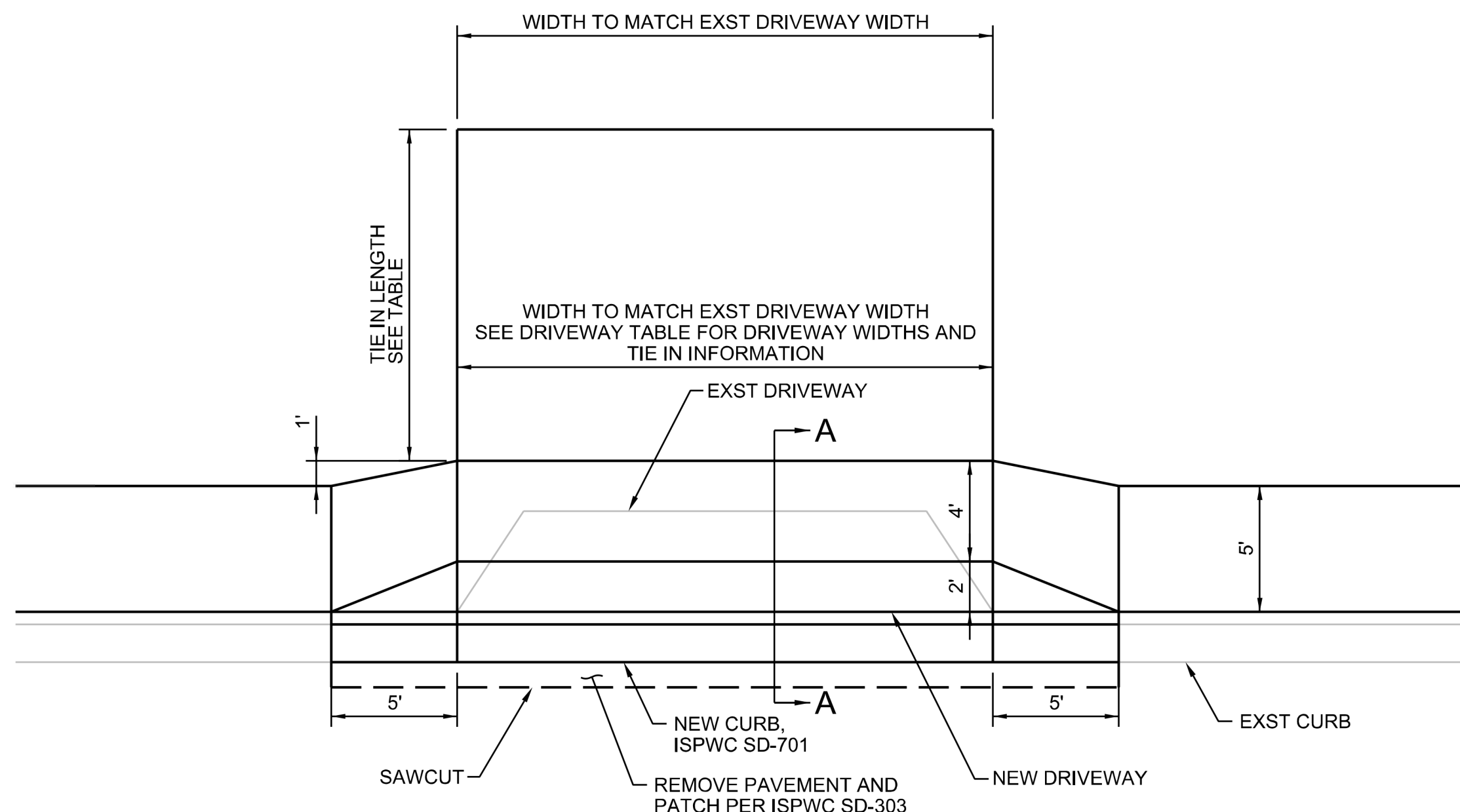
\$PWURL

\$P\$WPATH

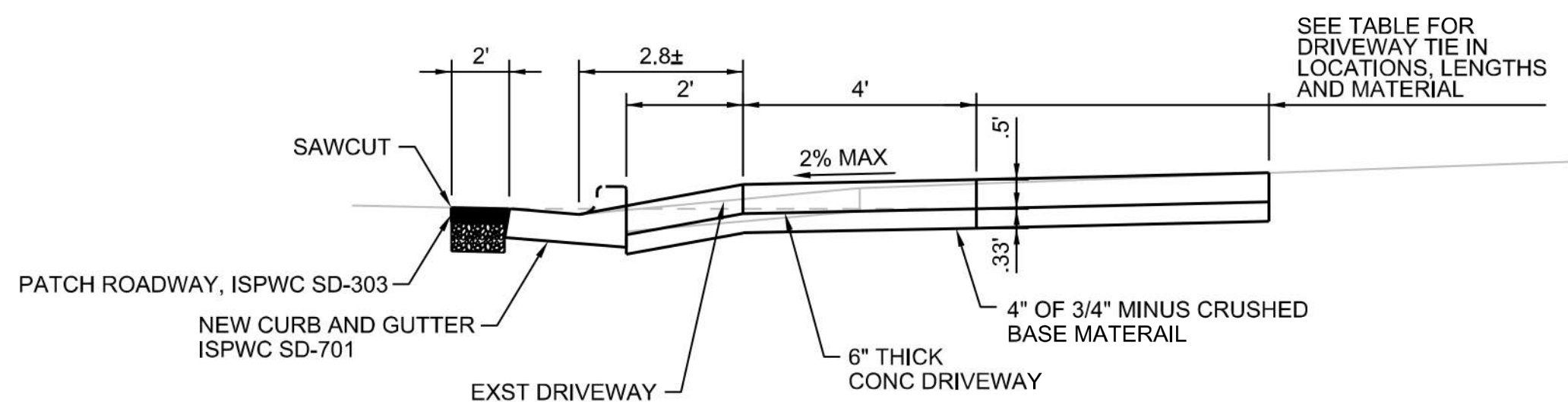
FILENAME: 001-GRC-002-D3500200.dgn

PLOT DATE: 2022\05\12

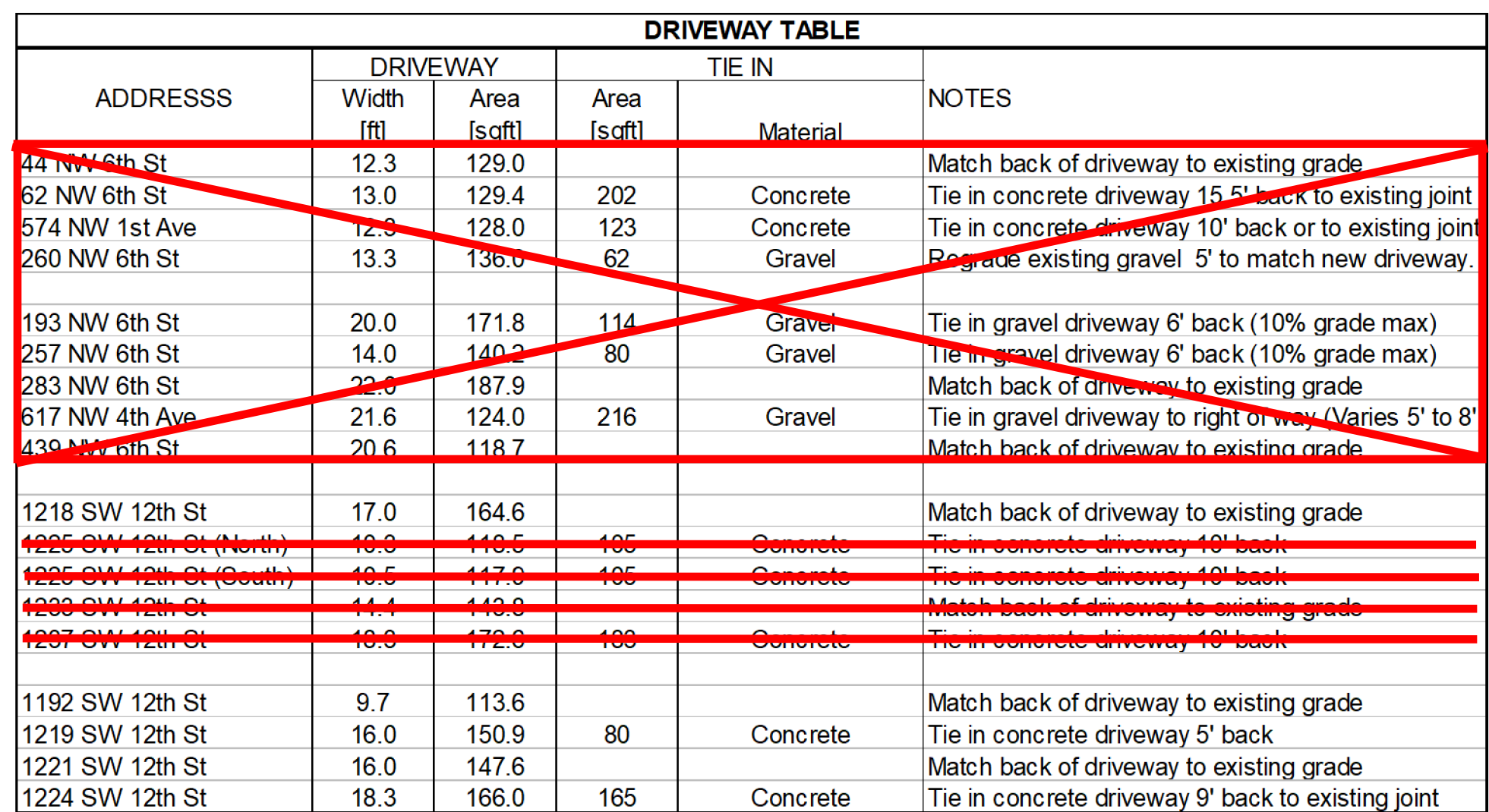
PLOT TIME: 10:38:00 AM



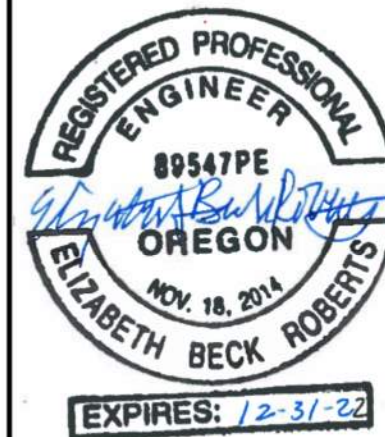
DRIVEWAY DETAIL



SECTION A-A



CONTRACT UPDATES 4 110 23
BROBERTS

[illegible]

SAFE ROUTES TO SCHOOL
ONTARIO, OREGON
CITY OF ONTARIO



CIVIL

TYPICAL SECTIONS & DETAILS

VERIFY SCALE	
BAR IS ONE INCH ON ORIGINAL DRAWING. 0  1"	
DATE	MAY 2
PROJ	D3500
DWG	TD
SHEET	13 of 15

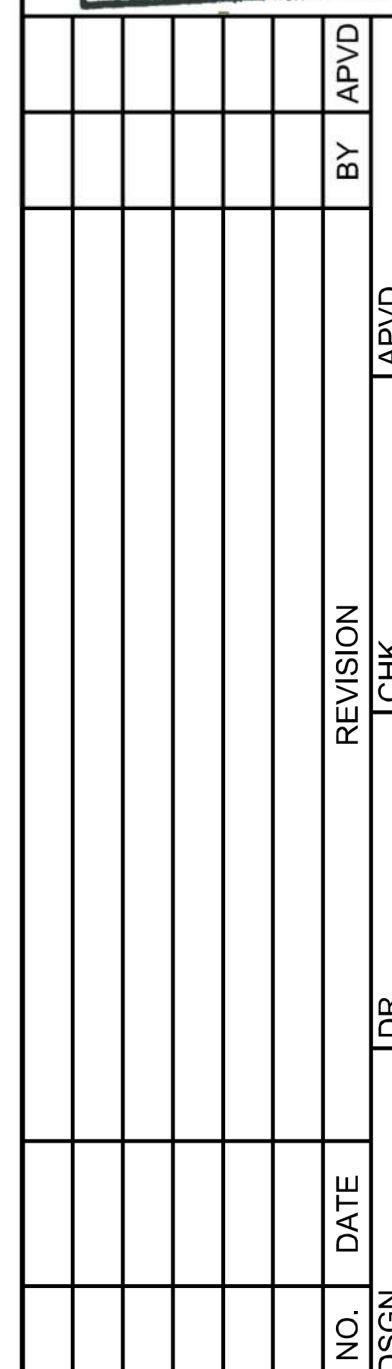
				01	0	2
BID DOCUMENTS						

REUSE OF DOCUMENTS:	J HUDSON	J JOYE	S SOLECKI	B ROBERTS
THIS DOCUMENT, AND THE IDEAS AND DESIGNS INCORPORATED HEREIN, AS AN INSTRUMENT OF PROFESSIONAL SERVICE, IS THE PROPERTY OF JACOBS AND IS NOT TO BE USED IN WHOLE OR IN PART FOR ANY OTHER PROJECT WITHOUT THE WRITTEN AUTHORIZATION OF JACOBS.				
© JACOBS 2021. ALL RIGHTS RESERVED.				



1. EXTENTS OF CURB RAMP PAY ITEMS ARE SHOWN IN GRAY SHADING.
2. PROVIDE A TURNING SPACE WITH A 2.0% OR FLATTER SLOPE IN EACH DIRECTION. TURNING SPACES MAY OVERLAP WITH OTHER TURNING SPACES AND CLEAR SPACES.
3. PROVIDE A CLEAR SPACE BEYOND THE BOTTOM OF THE GRADE BREAK THAT IS WITHIN THE WIDTH OF THE PEDESTRIAN STREET CROSSING AND WHOLLY OUTSIDE THE PARALLEL VEHICLE TRAFFIC LANE.
4. CROSS SLOPE IS THE SLOPE PERPENDICULAR TO THE DIRECTION OF PEDESTRIAN TRAVEL. ENSURE THAT THE CROSS SLOPE OF THE RAMP AND TURNING SPACE DOES NOT EXCEED TWO PERCENT.
5. ENSURE THAT GRADE BREAKS ARE PERPENDICULAR TO THE DIRECTION OF THE RAMP RUN AND ARE FLUSH. DO NOT CREATE GRADE BREAKS ON THE SURFACE OF RAMP RUNS AND TURNING SPACES.
6. ENSURE THAT THE COUNTER SLOPE OF THE GUTTER OR STREET AT THE FOOT OF CURB RAMPS RUNS DOES NOT EXCEED FIVE PERCENT.
7. DOMES ALIGNED IN A SQUARE OR RADIAL GRID PATTERN. PROVIDE DETECTABLE WARNING SURFACES THAT CONTRAST VISUALLY WITH ADJACENT GUTTER, HIGHWAY, OR PEDESTRIAN ACCESS ROUTE SURFACE, EITHER LIGHT-ON-DARK OR DARK-ON-LIGHT. ENSURE THAT THE DETECTABLE WARNING SURFACE EXTENDS THE FULL WIDTH OF THE RAMP RUN (EXCLUDING FLARED SIDES) OR TURNING SPACE.
8. USE A BOND PREVENTATIVE BETWEEN THE CURB RAMP OR SIDEWALK AND CURB WHEN CONSTRUCTED SEPARATELY AND PLACED ADJACENT TO EACH OTHER.
9. ALIGN ALTERNATING CURB AND SIDEWALK JOINTS. CONSTRUCT JOINTS APPROXIMATELY 1#8" WIDE AND 3#4" IN DEPTH.
10. DRAWING NOT TO SCALE.
11. SEE PLANS FOR RESET INLET LOCATIONS.

- ← 1.75% ±0.25% SLOPE
- ← 5.0% TO 8.3% RUNNING SLOPE,
2.0% OR FLATTER CROSS SLOPE



SAFE ROUTES TO SCHOOL
ONTARIO, OREGON
CITY OF ONTARIO
144 SW 4th STREET ONTARIO, OR 97146

Jacobs

CIVIL
TYPICAL DETAILS

BID DOCUMENTS

REUSE OF DOCUMENTS:	J HUDSON	J OYE	S SOLECKI
THIS DOCUMENT AND THE IDEAS AND DESIGNS INCORPORATED HEREIN, AS AN INSTRUMENT OF PROFESSIONAL SERVICE, IS THE PROPERTY OF JACOBS AND IS NOT TO BE USED IN WHOLE OR IN PART FOR ANY OTHER PROJECT WITHOUT THE WRITTEN AUTHORIZATION OF JACOBS.			

ERTS
©JACOBS 2021. ALL RIGHTS RESERVED.

VERIFY SCALE

BAR IS ONE INCH ON
ORIGINAL DRAWING

DATE	MAY 2022
------	----------

DATE	11/11/2022
PROJ	D3500200

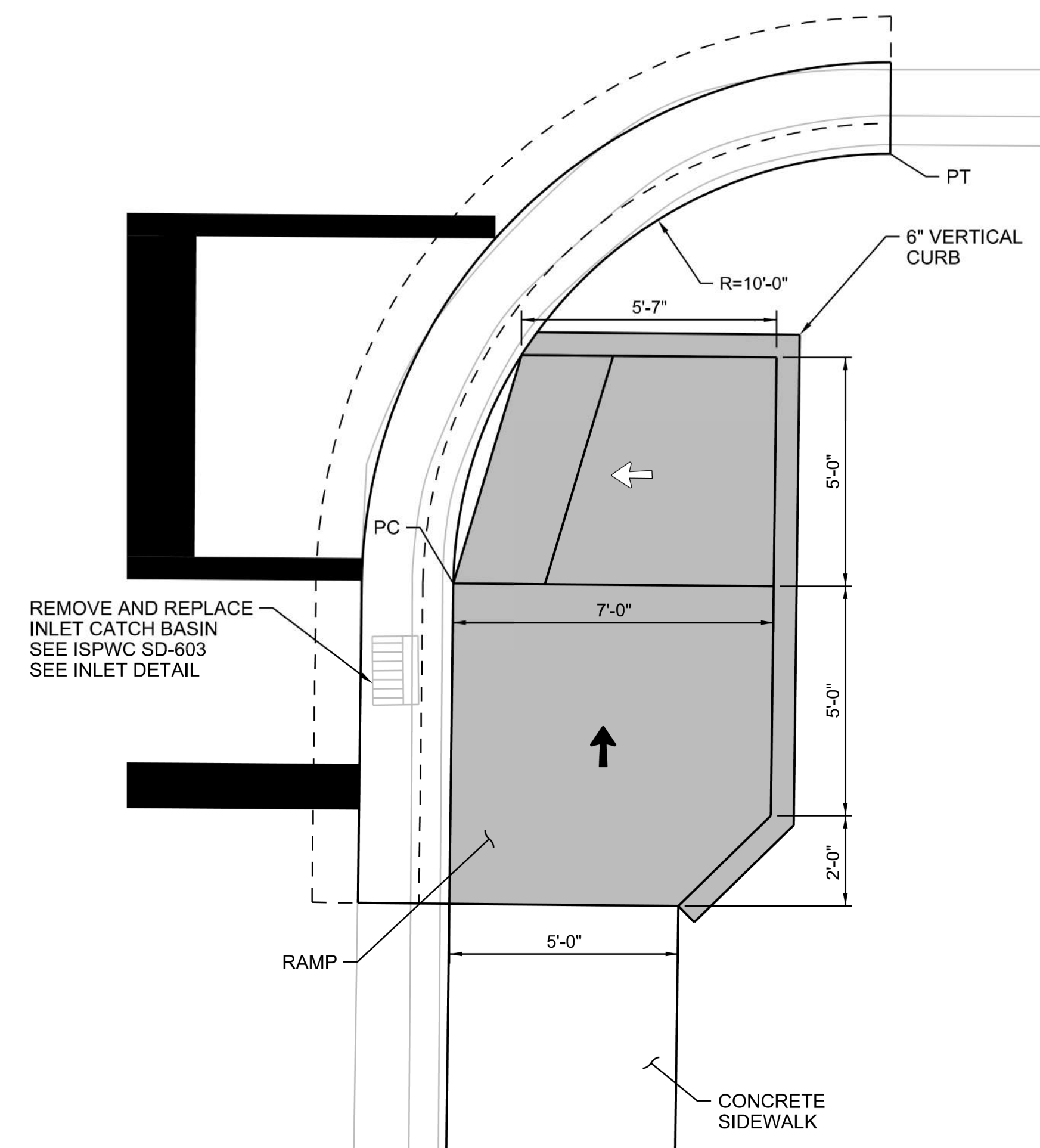
DWG	TD-002
-----	--------

SHEET 14 of 15

CONTRACT UPDATES 4 110 23
BROBERTS



- ## PEDESTRIAN RAMP - TYPE 2



VERIFICATION SCALE BAR IS ONE INCH ON ORIGINAL DRAWING. 0  1"	
DATE	MAY 2
PROJ	D3500
DWG	TD
SHEET	15 of 15

03 00 22 BID DOCUMENTS

**BID FORM
(STIPULATED PRICE BASIS)**

1. BIDDER

Bidder Name: _____

2. BID RECIPIENT

2.1. This Bid is submitted to:

Owner: City of Ontario

Attention: Al Haun

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

Project Identification: Safe Routes To School (SRTS)

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

3. BIDDER'S ACKNOWLEDGEMENTS

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

4. BIDDER'S REPRESENTATIONS

4.1. In submitting this Bid, Bidder represents that:

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

Addendum No.	Addendum Date
_____	_____
_____	_____
_____	_____

(Bidder shall insert number of each Addendum received.)

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

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

4.1.4. Bidder is being notified there are no additional exploration reports or tests of subsurface conditions available (except Underground Facilities) which have been identified in Paragraph 5.03 of the Supplementary Conditions as containing reliable “technical data,”; and ii) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in Paragraph 5.06 of the Supplementary Conditions as containing reliable “technical data.”

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

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

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

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

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

5. BIDDER’S CERTIFICATION

BID FORM

(Stipulated price basis)

00 41 13 - 2

PW\DEN003\D3500200

MAY 2022

©COPYRIGHT 2022 JACOBS

5.1. Bidder Certifies:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6. BASIS OF BIDS

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

6.1.1. Unit Price Bid Schedule:

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

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

Safe Routes to School - City of Ontario, Oregon Warrington Construction BID					
SCHEDULE 1 - ALAMEDA DR					
Item No.	Description	Estimated Quantity	Unit	Unit Price	Extended Unit Price
PRECONSTRUCTION					
1	Mobilization (≤10% of schedule bid total)	1	LS	\$ 14,000.00	\$ 14,000
2	Construction Survey	1	LS	\$ 3,000.00	\$ 3,000
3	Traffic Control	1	LS	\$ 3,000.00	\$ 3,000
4	Temporary Erosion & Sediment Control	1	LS	\$ 1,000.00	\$ 1,000
5	Dust Control	1	LS	\$ 1,000.00	\$ 1,000
DEMOLITION					
6	Remove Curb and Gutter	57	LF	\$ 30.00	\$ 1,710
7	Remove Concrete (Sidewalk and Ramps)	227	SF	\$ 16.00	\$ 3,632
8	Sawcut and Remove Pavement	118	SF	\$ 18.00	\$ 2,124
9	Remove, Retain and replace Signage	3	EA	\$ 300.00	\$ 900
10	Remove Fence	42	LF	\$ 5.00	\$ 210
FLATWORK AND RESTORATION					
11	Concrete Sidewalk, SD-709	456	SF	\$ 16.00	\$ 7,296
12	Asphalt Pathway	7,009	SF	\$ 11.00	\$ 77,099
13	Pedestrian Ramp, SD-712G	2	EA	\$ 3,500.00	\$ 7,000
14	6" Vertical Curb and Gutter, SD-701	54	LF	\$ 70.00	\$ 3,780

15	6' Chain Link Fence	42	LF	\$ 80.00	\$ 3,360
16	Patch Roadway, SD-303	118	SF	\$ 10.00	\$ 1,180
17	Adjust Sewer Cleanout Lid to Grade	1	EA	\$ 500.00	\$ 500
STRIPING AND SIGNING					
18	Crosswalk Markings (Ladder)	2	EA	\$ 3,000.00	\$ 6,000
19	New Sign System	3	EA	\$ 600.00	\$ 1,800
20	Deliniator Posts	37	EA	\$ 60.00	\$ 2,220
21	4 IN White Stripe	864	LF	\$ 1.00	\$ 864
DRAINAGE					
22	Drain Inlet, ISPWC SD-603	2	EA	\$ 3,500.00	\$ 7,000
23	8" Pipe Cleanout, ISPWC SD-506	1	EA	\$ 1,000.00	\$ 1,000
24	10 IN Drain Pipe	423	LF	\$ 60.00	\$ 25,380
25	36 IN Manhole	2	EA	\$ 4,200.00	\$ 8,400
SCHEDULE 1 - Total of Extended Unit Prices				\$	183,455
SCHEDULE 2B (DEDUCTIVE ALTERNATIVE) - SW 12TH ST (EAST SIDE)					
Item No.	Description	Estimated Quantity	Unit	Unit Price	Extended Unit Price
TEMPORARY					
26	Mobilization (≤10% of schedule bid total)	1	LS	\$ 8,000.00	\$ 8,000
27	Traffic Control	1	LS	\$ 1,500.00	\$ 1,500
28	Temporary Erosion & Sediment Control	1	LS	\$ 500.00	\$ 500
29	Dust Control	1	LS	\$ 500.00	\$ 500
DEMOLITION					
30	Remove Curb and Gutter	168	LF	\$ 30.00	\$ 5,040
31	Remove Driveway	3	EA	\$ 2,000.00	\$ 6,000
32	Sawcut and Remove Pavement	334	SF	\$ 10.00	\$ 3,340
33	Remove, Retain and replace Signage	1	EA	\$ 300.00	\$ 300
34	Remove Tree	1	EA	\$ 5,000.00	\$ 5,000
35	Remove and Reset Mailbox, SD-709A	3	EA	\$ 300.00	\$ 900
FLATWORK AND RESTORATION					
36	Concrete Sidewalk, SD-709	891	SF	\$ 20.00	\$ 17,820
37	Driveway	465	SF	\$ 30.00	\$ 13,950
38	Driveway Tie Ins (Concrete)	245	SF	\$ 30.00	\$ 7,350
39	6" Vertical Curb and Gutter, SD-701	168	LF	\$ 60.00	\$ 10,080
SCHEDULE 2 - Total of Extended Unit Prices				\$	80,280

6.2. Base Bid Summary: Includes Schedule 1 – Alameda Drive and Schedule 2B – SW 12th Street (East Side) as the Basis of Award.

6.2.1. Base Bid Total:

Schedule 1 – Alameda Drive \$183,455

+

Schedule 2B – SW 12th Street \$ 80,280

Total Base Bid: \$263,735

Total Written Out in Words:

two hundred sixty-three thousand, seven hundred and thirty-five dollars

7. TIME OF COMPLETION

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

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

8. ATTACHMENTS TO THIS BID

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

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

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

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

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

8.1.5. Contractor's License No.: _____

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

9. DEFINED TERMS

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

10. BID SUBMITTAL

10.1. This Bid submitted by:

If Bidder is:

An Individual

Name (typed or printed): _____

By (signature): _____

Doing business as: _____

A Partnership

Partnership Name: _____ (SEAL)

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

Name (typed or printed): _____

A Corporation

Corporation Name: _____ (SEAL)

State of Incorporation: _____

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

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

Name (typed or printed): _____

Title: _____ (CORPORATE SEAL)

Attest: _____
(Signature of Corporate Secretary)

Date of Qualification to do business in (state where Project is located) is:
_____.

Bidder's Business Address: _____

Phone No.: _____ FAX No.: _____

E-mail: _____

SUBMITTED on _____, 20_____

Oregon Contractor's License No.: _____

Contractor's License Class (where applicable): _____

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

_____ Yes _____ No

END OF SECTION

AGREEMENT

THIS AGREEMENT is by and between City of Ontario, Oregon (Owner) and Warrington Construction Corporation

_____ (Contractor).

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

1. WORK

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

1.1.1. Construction of ADA compliant sidewalk route along the side of existing streets to allow students and pedestrians to get to and from existing schools. The Work is further described below:

1.1.1.1. Remove, salvage, and stockpile existing fencing and hardscape to allow space for construction of new improvements. Demolish existing trees, concrete driveways, concrete curb and gutter, and existing storm drain catch basins as shown on plans. Sawcut existing AC pavement.

1.1.1.2. Construct new 8-foot wide asphalt pathway along the East side of Alameda Drive with signage, delineators, and pavement markings. Install storm drain catch basins, piping, and connect to the existing storm drain system.

1.1.1.3. Strip and remove existing vegetation, grading, import aggregate base materials, compaction, and installation of concrete forms.

1.1.1.4. Construct new concrete sidewalk between gaps in the existing sidewalk. Pour against existing curb. Install new concrete driveways, ADA curb ramps, pedestrian crosswalks, and signage. Replace damaged curb and gutter in areas as shown on plans.

1.1.1.5. Remove and replace existing storm drain catch basins. Install new catch basin to match the existing grate and new top of curb elevations.

1.1.2. The Contractor will be responsible for:

1.1.2.1. Obtaining all the required permits to perform the Work.

1.1.2.2. Providing and maintaining all erosion and sediment control.

1.1.2.3. Procurement of all materials required to construct the Work.

1.1.2.4. Construction of the Work.

1.1.2.5. Prepare Traffic Control Plan (TCP) for review and approval by the City. Implement and maintain traffic control throughout the duration of the Project.

1.1.2.6. Secure and protect work zone during all non-working hours.

1.1.2.7. Schedule City inspections and send results to Engineer for review and approval.

2. ENGINEER

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

3. CONTRACT TIMES

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

3.2. Days to Achieve Substantial Completion and Final Payment:

3.2.1. The Work shall be substantially completed by July 14, 2023, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before August 4, 2023.

3.3. Liquidated Damages:

3.3.1. Contractor and Owner recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph Contract Times above, plus any extensions thereof allowed in accordance with Article 11 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of

requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner \$500 for each day that expires after the time specified herein for Substantial Completion until the Work is substantially complete.

3.3.2. After Substantial Completion, if Contractor neglects, refuses, or fails to complete remaining Work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner \$500 for each day that expires after the time specified herein for completion and readiness for final payment until the Work is completed and ready for final payment.

4. CONTRACT PRICE

4.1. Owner will pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to the following:

4.1.1. Unit Prices:

4.1.1.1. As provided in Paragraph 13.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer as provided in Paragraph 10.06 of the General Conditions. Unit prices have been computed as provided in Paragraph 13.03 of the General Conditions. Payments to Contractor for Unit Price Work will be based on actual quantities.

4.1.1.2. For Unit Price Work, an amount equal to the sum of established unit price for each separately identified item of Unit Price Work times the estimated quantity of that item as indicated in this paragraph:

5. PAYMENT PROCEDURES

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

5.2. Progress Payments and Retainage: Owner will make progress payments on account of the Contract Price on the basis of Contractor's Application for Payment on or about the 5th day of each month during performance of the Work as provided herein. All such payments will be measured by the Schedule of Values established as provided in Paragraph 2.05 of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided in the General Requirements.

5.2.1. Upon Substantial Completion, Owner will pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts as Engineer will determine in accordance with Paragraph 15.01.C.6 of the General Conditions and less 100 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion.

5.3. Final Payment: Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner will pay the remainder of the Contract Price as recommended by Engineer as provided in Paragraph 15.06.

6. INTEREST

6.1. Monies not paid when due as provided in Article 15 of the General Conditions shall bear interest at the rate of six percent per annum.

7. CONTRACTOR'S REPRESENTATIONS

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

7.1.1. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.

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

7.1.3. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.

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

7.1.5. Based on the information and observations referred to above, Contractor does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

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

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

7.1.8. The Contract Documents are generally sufficient to indicate and convey understanding of terms and conditions for performance and furnishing of the Work.

8. CONTRACT DOCUMENTS

8.1. Contents:

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

8.1.1.1. This Agreement (pages 1 to 8, inclusive).

8.1.1.2. Performance bond (pages 1 to 4, inclusive).

8.1.1.3. Payment bond (pages 1 to 4, inclusive).

8.1.1.4. General Conditions (pages 1 to 52, inclusive).

8.1.1.5. Supplementary Conditions (pages 1 to 15, inclusive).

8.1.1.6. Specifications as listed in the table of contents of the Project Manual.

8.1.1.7. Drawings consisting of 15 sheets with each sheet bearing the following general title: "Safe Routes to School, Ontario, Oregon, City of Ontario, 444 SW 4th Street Ontario, OR 97914".

8.1.1.8. Addenda (numbers 0 to , inclusive).

8.1.1.9. Modified Bid Form.

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

8.1.2.1. Notice to Proceed.

8.1.2.2. Work Change Directives.

8.1.2.3. Change Order(s).

8.2. There are no Contract Documents other than those listed above in this Article.

8.3. The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 11.01 of the General Conditions.

9. MISCELLANEOUS

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

9.2. Successors and Assigns: Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

9.3. Severability: Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

9.4. Assignment of Contract:

9.4.1. No assignment by a party hereto of any rights under or interests in the Contract shall be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, monies that may become due and monies that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment shall release or discharge the assignor from any duty or responsibility under the Contract Documents.

9.5. Contractor's Certifications:

9.5.1. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this paragraph:

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

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

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

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

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

This Agreement will be effective on _____, 2023 (which is the Effective Date of the Agreement).

OWNER: City of Ontario, Oregon_____

CONTRACTOR: _____

By: _____

By: _____

Title: _____

Title: _____

[CORPORATE SEAL]

[CORPORATE SEAL]

Attest: _____

Attest: _____

Title: _____

Title: _____

Address for giving notices:

Address for giving notices:

License No. _____

(Where applicable)

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

END OF SECTION



**AGENDA REPORT
NEW BUSINESS
May 9, 2023**

To: Mayor and City Council

FROM: Paul Woods, City Engineer

THROUGH: Danny K. Cummings, City Manager

SUBJECT: **CONTRACT AMENDMENT: FINAL DESIGN SE 5TH AVENUE PEDESTRIAN IMPROVEMENTS**

DATE: May 1, 2023

PROPOSED MOTION:

I MOVE THE CITY COUNCIL APPROVE AMENDMENT NUMBER 2 TO THE EXISTING CONSULTING AGREEMENT BETWEEN THE CITY AND KELLER ASSOCIATES IN THE AMOUNT OF \$104,300, AND AUTHORIZE THE CITY MANAGER TO SIGN THE RELATED DOCUMENTS.

SUMMARY:

A contract amendment for the final design of SE 5th Avenue Pedestrian Improvements is attached for approval.

BACKGROUND:

The City is proceeding with implementing design and construction of pedestrian improvements along SE 5th Avenue from East Lane to the Union Pacific Railroad crossing. ODOT has awarded the City grant funding to implement the project. Grant funds are being used to fund the engineering design of the project.

CURRENT SITUATION:

Amendment Number 2 to the existing consulting agreement between the City and Keller Associates is to advance the preliminary engineering to final design including additional topographic survey, 13 design detail sheets, contract specification, and bidding support. The amount of the amendment is \$104,300, bringing the total authorized amount under the agreement to \$272,305.

ANALYSIS:

- A. **STRATEGIC PLAN** The project is consistent with the growth section of the City's Strategic Plan.
- B. **FINANCIAL** ODOT Grant funds are being used to fund the project, which budgeted in the Street Fund. The amount of the amendment is \$104,300, bringing the total authorized amount under the agreement to \$272,305.

C. **TIMING** Time is of the essence in competing the project.

D. **POLICY/LEGAL** The City Council is required to approve the contract amendment.

ALTERNATIVES:

If the City Council does not approve the amendment, the project will be delayed.

RECOMMENDATION:

Staff recommends approving Amendment Number 2 to the consulting agreement between the City and Keller Associates.

ATTACHMENTS:

1. KA Ontario_Amendment 2_SE 5th_bridge_roadway mods_embankment eval_rev 2023-5-1

AMENDMENT TO OWNER-CONSULTANT AGREEMENT

Amendment No. 2

Background Data:

Effective Date of Owner-Consultant Agreement: June 15, 2022
 Effective Date of this Amendment: _____
 Owner: City of Ontario, Oregon
 Consultant: Keller Associates, Inc.
 Project: SE 5th Avenue Pedestrian Facilities
 KA #217032-005

Nature of Amendment:

The City of Ontario desires to incorporate design and construction services for modifications to existing guardrail and installation of new guardrail segments on the south side of both the east and west approaches of the SE 5th Avenue bridge over I-84. The City also desires to incorporate roadway widening and stormwater facilities on the west approach to the SE 5th Avenue and SE 13th Street intersection. The roadway improvements will also require additional widening of existing embankments along the south side of the east bridge approach to accommodate the improvements. Lastly, the improvements include curb, gutter, sidewalk, and minor asphalt improvements on the south side of the intersection of SE 5th Avenue and 10th Street which will match the alignment of the pending 10th Street roadway improvements to the south. The sidewalk on 10th Street will tie into the new sidewalk on SE 5th Avenue. This project will not include any improvements on the north side of this intersection.

This amendment establishes the scope of work and compensation for incorporating these additional improvements into the services outlined in Task 4 and 5 of the original contract.

Description of Modifications:

The following scope of work items are amended into the contract.

Task 1: The project schedule is extended by an additional 3 months for completion of Task 4 after the geotechnical and survey services are completed.

Task 4: FINAL DESIGN

Consultant Responsibilities (additions to existing subtasks):

- 4.1. Topographic Survey. Consultant will use the services of Atlas Land Surveying to perform additional topographic surveying to cover potential storm drainage infiltration area. A survey of approximately 20 feet of on each end of the bridge deck (south side only) as well as the centerline of the bridge deck will also be required to establish the existing vertical curve over the bridge and sidewalk connections to bridge sidewalk.
- 4.2. 75% Design Plans. Prepare 75% design plans of proposed guardrail, road widening, and storm drainage improvements for Owner review. Preparation of plans will include the following services:
 - Stormwater analysis and design. Evaluate and design storm water facilities to address storm water management only for the segments of SE 5th Avenue from the crest of the I-84 bridge to the intersection of SE 5th Avenue and SE 13th Street. This task assumes stormwater conveyance and infiltration facilities can be located within existing right of way.

- Geotechnical Evaluation: Consultant will use the services of Atlas to perform geotechnical investigation and evaluation services as outlined in the attached Atlas proposal dated March 24, 2023. Utility locates will be requested through Digline prior to field work. Neither Consultant or Atlas will be responsible for damages to utilities that are not marked or mismarked. A geotechnical report will be developed that provides a gradation analysis, infiltration rate, observed groundwater depth (if encountered), and embankment construction standards for new embankments. No pavement analysis will be performed. The Owner will provide pavement section and asphalt specifications.
- Anticipated Plan Sheets:

<u>Deliverables:</u>	<u>No. of Sheets</u>
• Roadway Plan and Profile	2
• Striping and Signage Plan	1
• 10 th St & SE 5 th Ave Intersection	2
• Embankment Cross Sections	2
• Stormwater Plan	1
• Bridge and Guardrail Details	2
• Construction Traffic Control & Detour	1
• Typical Section & Details	2
<i>Total Number of Additional 75% Design Plan Sheets:</i>	<u>13</u>

4.3. 100% Plans, Specs. After receiving comments from the City, the 100% plans and specifications will be incorporated into the overall project documents to include the elements below. The additional improvements will be incorporated into the opinion of probable construction cost.

- Horizontal geometric design and roadway pavement markings for the roadway widening on the east approach of the bridge and the intersection SE13th St and SE 5th Avenue. It is noted that the intersection improvements on the east side of this intersection will just include new pavement markings.
- Geometric design and grading plan for curb, gutter, sidewalk for the south side of the SE 10th Street / SE 5th Avenue intersection
- Guardrail modification
- Embankment widening
- Construction traffic control plans

Owner Responsibilities:

- Grant administration and ODOT compliance support
- Utility coordination
- Utility locates
- Owner will obtain the developer's CAD files of the existing design/survey of the SE 10th St & SE 5th Avenue intersection for the Consultant's use

Assumptions:

- Additional improvements can be constructed within the existing right of way.
- Drawings will be developed with AutoCAD and in accordance with ISPWC and City Standards (not ODOT standards).
- No stormwater design or sizing will be provided at the SE 10th St & SE 5th Ave intersection. Stormwater will gutter flow to the south and into the new roadside swales on each side of SE 10th Street.

- The following services are not part of this scope of work but can be provided as an additional service upon request:
 - Roadway and intersection illumination (not including illumination along sidewalk)
 - Traffic analysis and study report
 - Stormwater, geotechnical evaluation, or topographic survey for the 10th Street / SE 5th Avenue intersection which will be provided by the Owner/Developer

Deliverables:

- Additional sheets to be included in 75%, and 100% design submittals (drawings and specifications).

Task 5: Bidding-No change

Task 7-PERMITTING

Consultant Responsibilities:

- 3.3. Oregon Department of Transportation (ODOT). Coordinate with ODOT by communicating with ODOT staff regarding design standards and providing review plans for ODOT comments. Address ODOT comments into final design plans and specifications.

Schedule:

The Schedule is updated per the following table:

Task	Schedule	Comments
Task 4 - 75% Design	60 Calendar Days	Schedule begins when this amendment is executed by both parties.
Task 4 - 100% Design	45 Calendar Days	Schedule begins when Consultant receives review comments for 75% design.
Task 7 – Permitting (ODOT)	Same as 100% Design	

Compensation Summary:

Update the compensation schedule per the following table:

Task	Billing Basis	Original Agreement + Prior Amendments	This Amendment	Total
<i>Task 1: Project Management</i>	<i>LS</i>	<i>\$11,170</i>	<i>\$6,000</i>	<i>\$17,170</i>
<i>Task 2: Existing Conditions</i>	<i>LS</i>	<i>\$16,575</i>	<i>--</i>	<i>\$16,575</i>
<i>Task 3: Concept Report and Project Phasing</i>	<i>LS</i>	<i>\$29,060</i>	<i>--</i>	<i>\$29,060</i>
<i>Task 4: Final Design</i>	<i>LS</i>	<i>\$90,700</i>	<i>\$89,800</i>	<i>\$180,500</i>
<i>Task 5: Bidding</i>	<i>LS</i>	<i>\$9,800</i>	<i>\$3,400</i>	<i>\$13,200</i>
<i>Task 6: Construction Administration</i>	<i>LS</i>	<i>TBD</i>	<i>--</i>	<i>TBD</i>
<i>Task 7: Permitting</i>	<i>T&M</i>	<i>\$10,700</i>	<i>\$5,100</i>	<i>\$15,800</i>
Total		\$168,005	\$104,300	\$272,305

All provisions of the Agreement not modified by this or previous amendments remain in effect. In witness thereof, the parties hereto have executed or caused to be executed by their duly authorized officials this Amendment to the Agreement on the respective dates indicated below.

OWNER: ONTARIO, OREGON

CONSULTANT: KELLER ASSOCIATES, INC.

Signature: _____

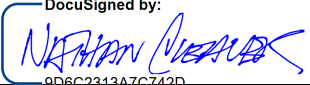
Name: _____

Title: _____

Address: 444 SW 4th Street, Ontario,
Oregon 97914

Telephone: 541-881-3201

Date: _____

Signature:  _____

Name: Nathan Cleaver

Title: Principal

Address: 100 East Bower Street, Suite 110
Meridian, ID 83642

Telephone: (208) 288-1992

Date: 5/1/2023



**AGENDA REPORT
NEW BUSINESS
May 9, 2023**

To: Mayor and City Council
FROM: Paul Woods, City Engineer
THROUGH: Danny K. Cummings, City Manager
SUBJECT: **BID AWARD: WASTEWATER OUTFALL DIFFUSER PROJECT**
DATE: May 1, 2023

PROPOSED MOTION:

I MOVE THE CITY COUNCIL APPROVE THE BID AWARD TO THE LOWEST RESPONSIVE BIDDER, BALLARD MARINE CONSTRUCTION, LLC, IN THE AMOUNT OF \$1,314,000, FOR THE OUTFALL DIFFUSER CONSTRUCTION PROJECT, AND AUTHORIZE THE MAYOR TO SIGN ALL RELATED DOCUMENTS.

SUMMARY:

The bid for the Outfall Difuser Construction Project is presented for approval.

BACKGROUND:

Through the current National Pollutant Discharge Elimination System permit issued to the City in 2018 by the Oregon Department of Environmental Quality, the City is required to design, permit, and construct a new outfall diffuser on the wastewater discharge pipe to the Snake River by October 1, 2023. The City completed all the necessary design and permitting associated with the project.

CURRENT SITUATION:

A public bidding process was established for completing the construction work. The City received 3 responsive bids as summarized below:

Ballard Marine Construction, LLC.	\$1,314,000
Advanced American Construction	\$1,360,000
Northbank Civil Construction	\$1,626,000

ANALYSIS:

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

- B. **FINANCIAL** The project will be paid from the Sewer Fund and the UCF department within the Capital Projects Fund. This project is appropriated within the 22-23 and 23-24 budgets.
- C. **TIMING** The project must be completed by October 1, 2023, so award timing is critical.
- D. **POLICY/LEGAL** The City Council is required to award the bid.

ALTERNATIVES:

Failure to award the contract may result in not meeting the regulatory deadline.

RECOMMENDATION:

Staff recommends awarding the bid for the Outfall Diffuser Project to Ballard Marine Construction, LLC.

ATTACHMENTS:

None



**AGENDA REPORT
NEW BUSINESS
May 9, 2023**

To: Mayor and City Council

FROM: Paul Woods, City Engineer

THROUGH: Danny K. Cummings, City Manager

SUBJECT: **CONTRACT AMENDMENT: ENGINEERING SERVICES DURING
CONSTRUCTION FOR OUTFALL DIFFUSER PROJECT**

DATE: May 1, 2023

PROPOSED MOTION:

I MOVE THE CITY COUNCIL APPROVE A CONTRACT AMENDMENT IN THE AMOUNT OF \$85,248 FOR CONSOR ENGINEERING CONSULTANTS FOR WORK ASSOCIATED WITH ENGINEERING SERVICES DURING CONSTRUCTION FOR THE OUTFALL DIFFUSER PROJECT AND AUTHORIZE THE CITY MANAGER TO SIGN ALL DOCUMENTS ASSOCIATED WITH THE CONTRACT AMENDMENT.

SUMMARY:

Attached is the scope of work for engineering services during construction for the Outfall Diffuser Project.

BACKGROUND:

As noted in the prior agenda item, the City has a regulatory obligation to install a new outfall diffuser in the Snake River for the Wastewater Treatment Facility under the NPDES permit issued by Oregon DEQ by October 1, 2023. Consor has been the engineer of record for the design and permitting of the project, and is best suited to assist the City in overseeing compliance with the design plans, specifications, and permit conditions during construction of the project.

CURRENT SITUATION:

Staff is recommending award of a contract amendment to Consor for engineering services during construction to assist the City in insuring the work is completed appropriately.

ANALYSIS:

- A. **STRATEGIC PLAN** Compliance with all related design plans, specifications, and permit conditions during construction is consistent with the City's Strategic Plan.
- B. **FINANCIAL** Funds have been budgeted for the project within the Sewer Enterprise Fund and the UCF Department of the Capital Projects Fund.

C. **TIMING** The project must be completed by October 1, 2023.

D. **POLICY/LLEGAL** The City Council is required to approve the contract amendment.

ALTERNATIVES:

If the contract amendment is not awarded to Consor, Jacobs staff will need to supervise all activities which will take away from other City priorities.

RECOMMENDATION:

Staff recommends approval of the contract amendment for Consor to provide engineering services during construction for the Outfall Diffuser Project.

ATTACHMENTS:

1. Scope of Work Outfall Diffuser EOR
2. Ex B Fee Estimate 2023 Rates - Outfall EOR

SCOPE OF WORK WWTP OUTFALL DIFFUSER IMPROVEMENTS ENGINEER OF RECORD CITY OF ONTARIO, OREGON

Project Understanding and Assumptions

The City of Ontario, Oregon (City) is allowed to discharge treated wastewater from their Wastewater Treatment Plant (WWTP) into the Snake River (RM 369.2) via a submerged single port discharge per their National Pollutant Discharge Elimination System Permit (#101633). As part of the process of renewing this permit, the Oregon Department of Environmental Quality (ODEQ) completed a Reasonable Potential Analysis that identified several water quality compliance issues. As a result, the City was required to complete a Level 2 Mixing Zone Study followed by the design and installation of a new outfall diffuser in the river. Consor (Consultant) supported the City in completing the ODEQ required Level 2 Mixing Zone Study in June of 2020 and the outfall design in March of 2023.

This Task Order is for engineering support during the bidding and construction of the new outfall design.

Scope of Services

Consultant will perform the following services separated into three tasks as described below.

Task 1 - Project Management

Objective

Provide overall leadership and coordinate, monitor, and control the project resources to meet the technical, communication, and contractual obligations required for developing and implementing the project scope.

Activities

1.1 Invoices/Status Reports

Consultant will prepare monthly invoices, including expenditures by task, hours worked by project personnel, and other direct expenses with the associated backup documentation. Monthly status reports will accompany each invoice and include comparisons of monthly expenditures and cumulative charges to budget by Task.

1.2 Coordination with the Owner

Consultant will maintain communication with the City via voice, email, or in-person communication. Progress meetings will be conducted as appropriate.

1.3 Management and Coordination of Staff

Consultant will manage and coordinate the work of staff to address the technical and scope issues for the overall project. In addition, a Health and Safety Plan (HASP) will be created. The purpose is to pro-actively

aid employees in identifying, understanding, and mitigating the risks they are likely to encounter when working on this project, especially when visiting a site.

Task Deliverables

- Consultant shall deliver to the City a monthly invoice and status report covering:
 - Work on the project performed during the previous month.
 - Budget Analysis.
 - Problems encountered and actions taken for their resolution.
 - Issues requiring project team action.

Assumptions

- Consultant assumes a Notice to Proceed date in May 2013.
- Consultant assumes up to eight (8) one-hour meetings with the Consultant's Principal-in-Charge or Project Manager and the City Project Manager.
- Project duration will be 8 months, therefore it is assumed that there will be up to 8 progress payments/status reports.

Task 2 – Bid Phase Services

Objective

The aim of this task is to provide support to City staff during bidding and finalizing contracts with the lowest responsive and responsible bidder with the Consultant providing the following sub-tasks.

2.1 Pre-Bid Meeting

Prepare a meeting agenda and attend the Pre-Bid Meeting with City staff, Contractors and other parties interested in the project. Provide sign-in sheets and document questions and informal responses made during the meeting.

2.2 Responses to Bidder Inquiries and Addenda

Assist City with responses to Bidder inquiries and questions. Questions and inquiries that require clarification to all Bidders will be issued via Addenda prepared by Consultant for City review and use. This work may also include the development of an addenda to cover minor comments received by the City, Ecology, or other permitting agency that are received after the development of the Contract Documents are complete.

2.3 Bid Evaluation Support

Consultant will assist City in their evaluation of the bids received. Assistance may include items such as preparation of a bid tabulation spreadsheet, a review of required bid materials (e.g. – bid bond, listed subcontractors, acknowledgement of addenda, etc.), and/or a review of the supplemental bidder responsibility criteria submitted, bids for areas of price irregularity. Consultant will discuss findings with the City and aid in bidder communication as needed.

Task Deliverables

1. Pre-bid meeting agenda and sign-in sheet.
2. Addendum files.

Assumptions

1. All deliverables described in the subtasks will be provided in either PDF or Microsoft Word format as needed.
2. The City will reproduce hardcopies for City, Construction Manager and Contractor use.

Task 3 – Construction Phase Services

Consultant services during construction shall include the following sub-tasks.

Objective

Consultant services during construction shall include the following sub-tasks

3.1 Kickoff, Pre-Construction and Construction Progress Meetings

A kick-off meeting will be held with the City to review the project, introduce key Consultant team members, review project goals and objectives, establish communication protocols, and discuss the project scope and schedule. A tour of the outfall site will be conducted following the kickoff meeting to review the facility and start general discussions on critical elements or risk areas with from the design team's perspective.

Attend Preconstruction Conference to answer questions regarding the contract documents by two (2) staff members. Attend construction progress meetings with the City and the general contractor during active phases of construction and when requested by the City. The City will prepare an agenda, make invitations, conduct the meetings, and distribute minutes to all attendees.

Budget assumes that Consultant will attend and participate in construction progress meetings by telephone or online meeting, unless onsite for other tasks. Up to 10 construction progress meetings attended by one (1) staff is assumed. Each meeting is estimated to last 1.5 hours and require an additional 0.5 hours of follow-on work.

3.2 Visits to Site and Observation of Construction

In connection with observations of Contractor's work while it is in progress, Consultant will make visits to the site and attend Project status meetings at intervals appropriate to the various stages of construction. Up to 8 total site visits are anticipated to occur attended by one (1) staff is estimated for this task with eight (8) hours of time spent per visit.

Such visits and observations by Consultant are not intended to be exhaustive or to extend to every aspect of Contractor's work in progress or to involve detailed inspections of Contractor's work in progress beyond the responsibilities specifically assigned to Consultant in this Scope of Services, but rather are to be limited to spot checking and similar methods of general observation of the work.

3.3 Request for Information – Clarifications and Interpretations

Issue necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of Contractor's work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. Consultant will process up to 10 RFIs with an average of three (3) hours per RFI that Consultant responds to.

3.4 Change Orders and Change Proposal Requests, Field Orders, and Work Change Directives

Review Change Orders, Change Proposal Requests, Field Orders, and Work Change Directives, as appropriate, and prepare Change Orders and Change Proposal Requests as required.

Consultant will assist in the processing of up to a total of three (3) Review Change Orders, Change Proposal Requests, Field Orders, and Work Change Directives before substantial completion and one (1) before final completion. Actual preparation and processing response time may vary depending upon the complexity of the Change Order, Change Proposal Request, Field Order, or Work Change Directive. It is estimated that, on average, it will take eight (8) hours of effort for each.

3.5 Submittals, Shop Drawings and Samples

Review and assign and action response in respect to Submittals, Shop Drawings and Samples, and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such reviews and action taken will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Consultant will process up to 20 initial submittal reviews with up to 10 additional resubmittals with an average of four (4) hours per submittal and two (2) hours per resubmittal.

3.6 Substantial Completion

After notice from the Contractor that the Contractor considers the entire work ready for its intended use, in company with City and Contractor, Consultant shall participate in a pre-final inspection to determine if the work is substantially complete. Consultant will review and comment on a draft checklist, punch list and walkthrough notes prepared by City. If, after considering any objections of City, Consultant considers the work substantially complete, Consultant shall recommend that the City prepare and deliver a Certificate of Substantial Completion to City and Contractor. Consultant will provide one (1) Project Substantial Completion inspection.

3.7 Final Notice of Acceptability of the Work

In company with City, the Consultant shall conduct a final inspection to determine if the completed work of Contractor is acceptable so that Consultant may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Consultant shall also provide a Notice of Acceptability of work that the work is acceptable to the best of Consultant's knowledge, information, and belief and based on the extent of the services provided by Consultant under this Agreement. The City shall provide necessary certifications to any permitting authority regarding completion of the work in accordance with approved plans and specifications (e.g. – DEQ's Declaration of Construction Completion).

Consultant shall not be responsible for the acts or omissions of any Contractor, or of any subcontractors, suppliers, or other individuals or entities performing or furnishing any of the work. Consultant shall not be responsible for the failure of any Contractor to perform or furnish the work in accordance with the Contract Documents.

3.8 Contractor's Pay Application Review

Consultant shall review draft application for payment in comparison to progress of the work, make notations of deficient work not recommended for payment until corrected, delete payment for stored materials and/or equipment which do not have approved shop drawings and/or proper invoices, reduce of value for partially completed items claimed as complete, execute completed applications for payment indicating appropriate retainage and amount recommended for payment and transmit to City for processing of payment. Consultant will review four (4) Application for Payment.

3.9 Record Drawings

Consultant shall prepare record drawings based on information provided by Contractor and City. Provide one (1) full size hard copy of the completed record drawings to the Oregon Department of Environmental Quality. Consultant shall also provide the completed record drawings in digital format in both AutoCAD and PDF format. Budget is based on the quality, clarity, and extent of record drawing information from others requiring no more than 2.5 hours per sheet for modifications.

Task Deliverables

1. Review and Observation Comments (electronic)
2. Recommendations for issuance of substantial completion certificate
3. Record Drawings in pdf, dwg, and hard copy format per subtask

Assumptions

- Rental car or personal vehicle mileage will be reimbursed, along with travel meal (if appropriate based on the time of the site visit)
- All submittals, RFIs, change orders, review documentation and responses will be in electronic format
- Record Drawing information will be collected Contractor and provided in clearly written hand annotations to Consultant.
- Consultant shall not, during visits to the site or as a result of the observations of Contractor's work in progress, supervise, direct, or have control over Contractor's work, nor shall Consultant have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by Contractor, for security or safety on the site, for safety precautions and programs incident to Contractor's work, nor for any failure of Contractor to comply with laws and regulations applicable to Contractor's furnishing and performing the work. Accordingly, Consultant neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the work in accordance with the Contract Documents.
- The City shall consult with the Consultant regarding disapproval or rejection of work believed to be defective, or that City believes will not produce a completed Project that conforms to the Contract Documents or that will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.
- The City shall consult with the Consultant as necessary to authorize minor variations in the work from the requirements of the Contract Documents which do not involve an adjustment in the

contract price or the contract times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.

- The City shall consult with the Consultant to prepare contract change orders to the Contract Documents for the Contractor and City's review and approval according to authority protocol agreed upon.

Excluded Tasks

The following tasks are not included in the scope of work, but could be added to this scope of work by amendment, if requested:

- Construction manager and resident engineer services
- Resolution of Contractor claims or disputes
- Construction document management software for shared use by City, Contractor, and other consultants
- Development of operation and maintenance manuals
- Preparation of permits
- Additional permitting or mixing zone modelling support

Budget

The work covered under this scope of work will be billed on a time and materials basis at the billing rates for personnel working directly on the project, which will be made at the Consultant's Hourly Rates plus Direct Expenses incurred as updated annually (See Exhibit A for Consultant's current rate details). The overall budget estimate for this work is summarized in the table below. A detailed budget estimate breakdown is provided in Exhibit B. Consultant will manage the work identified to the aggregate authorized budget amount, report budget status by task monthly, and not exceed the aggregate budget amount without prior written authorization from the City.

The effort required for each task will be dependent on several factors out of the Consultant's direct control (number of RFIs, discovery of unforeseen conditions, number of change proposals, quality, and completeness of submittals, etc.). Therefore, the budgets associated with each task and overall will likely vary.

Task	Amount
Task 1 – Project Management	\$8,544
Task 2 – Bid Phase Services	\$9,928
Task 3 – Construction Phase Services	\$66,776
TOTAL	\$85,248

Direct Expenses

Expenses incurred in-house that are directly attributable to the project will be invoiced at actual cost. These expenses include the following.

Computer Aided Design and Drafting \$18.00/hour

GIS and Hydraulic Modeling \$10.00/hour

Mileage Current IRS Rate

Postage and Delivery Services At Cost

Printing and Reproduction At Cost

Travel, Lodging and Subsistence At Cost

Project Schedule

Consultant will make every effort to complete the work in a timely manner; however, it is agreed that consultant 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.

Exhibit B

WWTP Outfall Diffuser Improvements - Engineer of Record City of Ontario, OR PROPOSED FEE ESTIMATE

Staff Name	LABOR CLASSIFICATION (HOURS)					Hours	Labor	Expenses	CADD Units \$18/hr	GIS Units \$10/hr	Total
	Principal Engineer V	Professional Engineer VIII	Professional Engineer V	Engineering Designer VI	Administrative II						
	AndersonC	CummingsMark	Kirby	Blacketter	Tikkala						
Task 1 - Project Management											
Task 1.1 - Invoices/Status Reports		8			8	16	\$ 2,680	\$ -	\$ -	\$ -	\$ 2,680
Task 1.2 - Coordination with the Owner	4	8				12	\$ 2,932	\$ -	\$ -	\$ -	\$ 2,932
Task 1.3 - Management and Coordination of Staff	4	8				12	\$ 2,932	\$ -	\$ -	\$ -	\$ 2,932
Task 1 Subtotal	8	24	0	0	8	40	\$ 8,544	\$ -	\$ -	\$ -	\$ 8,544
Task 2 - Bid Phase Services											
Task 2.1 - Pre-Bid Meeting	1	8				9	\$ 2,071	\$ 79	\$ -	\$ -	\$ 2,150
Task 2.2 - Responses to Bidder Inquiries and Addenda	2	8				10	\$ 2,358	\$ -	\$ -	\$ -	\$ 2,358
Task 2.3 - Bid Evaluation Support	4	12	4	4		24	\$ 5,348	\$ -	\$ 72	\$ -	\$ 5,420
Task 2 Subtotal	7	28	4	4	0	43	\$ 9,777	\$ 79	\$ 72	\$ -	\$ 9,928
Task 3 - Construction Phase Services											
Task 3.1 - Kickoff, Pre-Construction and Weekly Construction Meetings	1	16	28			45	\$ 9,119	\$ 157	\$ -	\$ -	\$ 9,276
Task 3.2 - Visits to Site and Observation of Construction	8	16	40			64	\$ 13,384	\$ 786	\$ -	\$ -	\$ 14,170
Task 3.3 - Request for Information – Clarifications and Interpretations	4	10	16			30	\$ 6,386	\$ -	\$ -	\$ -	\$ 6,386
Task 3.4 - Change Orders and Change Proposal Requests, Field Orders, and Work Change Directives	2	6	24			32	\$ 6,424	\$ -	\$ -	\$ -	\$ 6,424
Task 3.5 - Submittals, Shop Drawings and Samples	8	32	40			80	\$ 16,952	\$ -	\$ -	\$ -	\$ 16,952
Task 3.6 - Substantial Completion	1	2	8			11	\$ 2,237	\$ 79	\$ -	\$ -	\$ 2,316
Task 3.7 - Final Notice of Acceptability of the Work	1	2	8			11	\$ 2,237	\$ 79	\$ -	\$ -	\$ 2,316
Task 3.8 - Pay Application Review	1	4	8			13	\$ 2,683	\$ -	\$ -	\$ -	\$ 2,683
Task 3.9 - Record Drawings	2	4	12	12		30	\$ 6,038	\$ -	\$ 216	\$ -	\$ 6,254
Task 3 Subtotal	28	92	184	12	0	316	\$ 65,460	\$ 1,100	\$ 216	\$ -	\$ 66,776
TOTAL - ALL TASKS	43	144	188	16	8	399	\$ 83,781	\$ 1,179	\$ 288	\$ -	\$ 85,248



**AGENDA REPORT
NEW BUSINESS
May 9, 2023**

To: Mayor and City Council

FROM: Andy Wood, Airport Manager

THROUGH: Danny K. Cummings, City Manager

SUBJECT: **ENGINEERING CONTRACT: J-U-B ENGINEERS FOR AIRPORT APRON DESIGN**

DATE: May 3, 2023

PROPOSED MOTION:

I MOVE THE CITY COUNCIL APPROVE THE PROFESSIONAL SERVICES ENGINEERING CONTRACT WITH J-U-B ENGINEERS FOR AIRPORT APRON EXPANSION PROJECT DESIGN IN THE AMOUNT OF \$98,356.

SUMMARY:

This project is to design a 180-ft by 325-ft Apron Expansion, with construction beginning in 2024.

BACKGROUND:

The Airport receives a good amount of business through jet and twin turbo propeller activity. Currently, the Airport has three dedicated parking spots for jets and large aircraft. During busy periods, these parking spots get taken and the larger aircraft are forced to use the general aviation parking area nearest the FBO. This creates extra congestion in this area around the fueling island and limits the small aircraft parking spots which are already in high demand. Expanding the existing East-Central Apron will allow for three additional jet and large aircraft parking spots, as well as provide a connection for a potential new FBO to be located south of the new apron expansion. The Airport has had several interested parties looking at potentially building an additional FBO on this side of the Airport.

CURRENT SITUATION:

The engineering contract for the design of the Airport Apron is attached for approval. The professional services contract with J-U-B Engineering is for a total of \$98,356. The services will be performed in the summer/fall of 2023 and the design should be completed by the winter of 2024.

ANALYSIS:

- A. **STRATEGIC PLAN** By providing this expansion design, it fits within the Airport Master Plan for growth and development of the Ontario Municipal Airport.

- B. **FINANCIAL** The project was budgeted in the 2023 - 2024 fiscal year in the Grant Fund Budget, with the \$984 match coming from the Airport Fund. The funding breakdown is as follows:
- FAA Grant (90%): \$88,520
 - COAR Grant (9%): \$8,852
 - City Match (1%): \$984
 - **Project Total: \$98,356**
- C. **TIMING** Timing is essential to comply with FAA and COAR Grant conditions in developing the airport improvements.
- D. **POLICY/LEGAL** The City Council is required to approve the contract.

ALTERNATIVES:

The City Council could choose not to approve the project, but this could potentially cause the City to lose grant funding.

RECOMMENDATION:

Staff recommends the City Council approve the Apron Expansion Design Project at the Ontario Airport.

ATTACHMENTS:

1. ONO_AIP22_EngineeringAgreement

AGREEMENT FOR PROFESSIONAL SERVICES (FAA FORMAT)
Expand Apron (Design-Only), A.I.P. AIP 3-41-0044-022-2023
Ontario Municipal Airport, Ontario, Oregon

THIS AGREEMENT is effective as of the ____ day of May, 2023 by and between, CITY OF ONTARIO, OREGON, 444 SW 4th Street, Ontario, Oregon 97914, hereinafter referred to as the CLIENT, and J-U-B ENGINEERS, Inc., 2760 W. Excursion Ln, Ste. 400 Meridian, Idaho, 83642, an Idaho Corporation, hereinafter referred to as J-U-B

WHEREAS, the CLIENT intends to: Design Apron Expansion using FAA AIP funds hereinafter referred to as the "Project". The services to be performed by J-U-B are hereinafter referred to as the "Services".

W I T N E S S E T H

Now, therefore, the CLIENT and J-U-B, in consideration of their mutual covenants herein, agree as set for below:

ARTICLE 1
J-U-B'S SERVICES

1.01 BASIC SERVICES

J-U-B will perform the Services described in **Attachment 1 - Scope of Services, Basis of Fee, and Schedule** in a manner consistent with the applicable standard of care. J-U-B's services shall be limited to those expressly set forth therein, and J-U-B shall have no other obligations, duties, or responsibilities for the Project except as provided in this Agreement.

1.02 SCHEDULE OF SERVICES TO BE PERFORMED

J-U-B will perform said Services in accordance with the schedule described in **Attachment 1 Scope of Services, Basis of Fee, and Schedule** in a manner consistent with the applicable standard of care. This schedule shall be equitably adjusted as the Project progresses, allowing for changes in scope, character or size of the Project as requested by the CLIENT or for delays or other causes beyond J-U-B's control.

1.03 ADDITIONAL SERVICES

When authorized in writing by the CLIENT, J-U-B agrees to furnish, or obtain from others, additional professional services in connection with the PROJECT, as set forth below and as otherwise contained within this Agreement:

- A. Provide other services not otherwise provided for in this Agreement, including services normally furnished by the CLIENT as described in Article 2, CLIENT'S RESPONSIBILITIES.
- B. Provide services as an expert witness for the CLIENT in connection with litigation or other proceedings involving the PROJECT.
- C. Assist or extend services as a result of strikes, walkouts, or other labor disputes, including acts relating to settlement of minority group problems.
- D. Mitigation work identified in the environmental review.

ARTICLE 2 CLIENT'S RESPONSIBILITIES

2.01 CLIENT'S RESPONSIBILITIES

The CLIENT shall furnish the following services at the CLIENT'S expense and in such a manner that J-U-B may rely upon them in the performance of its services under this AGREEMENT:

- A. Designate, in writing, a person authorized to act as the CLIENT'S contact. The CLIENT or his designated contact shall receive and examine documents submitted by J-U-B to determine acceptability of said documents, interpret and define the CLIENT'S policies, and render decisions and authorizations in writing promptly to prevent unreasonable delay in the progress of J-U-B's services.
- B. Make available to J-U-B all technical data that is in the CLIENT'S possession, including maps, surveys, property descriptions, borings, and other information required by J-U-B and relating to its work.
- C. Hold promptly all required special meetings, serve all required public and private notices, receive and act upon all protests and fulfill all requirements necessary in the development of the PROJECT and pay all costs incidental thereto.
- D. Provide legal, accounting and insurance counseling services necessary for the PROJECT. Legal review of the construction Contract Documents, and such writing services as the CLIENT may require to account for the expenditure of construction funds.
- E. Furnish permits and approvals from all governmental authorities having jurisdiction over the PROJECT and from others as may be necessary for completion of the PROJECT.
- F. The CLIENT agrees to cooperate with J-U-B in the approval of all plans, reports and studies, and shall make a timely decision in order that no undue expense will be caused J-U-B because of lack of decisions. If J-U-B is caused extra drafting or other expense due to changes ordered by the CLIENT after the completion and approval of the plans, reports, and studies, J-U-B shall be equitably paid for such extra expenses and services involved.
- G. Guarantee full and free access, with reasonable advance notice, for J-U-B to enter upon all property required for the performance of J-U-B's services under this AGREEMENT.
- H. Give prompt written notice to J-U-B whenever the CLIENT observes or otherwise becomes aware of any defect in the PROJECT or other event that may substantially affect J-U-B's performance of services under this AGREEMENT.
- I. Promptly prepare and submit reimbursement requests to funding agencies.
- J. Compensate J-U-B for services promptly rendered under this AGREEMENT.

ARTICLE 3 J-U-B'S COMPENSATION

3.01 BASIC SERVICES COMPENSATION

J-U-B shall provide services in connection with the terms and conditions of this Agreement, and the CLIENT shall compensate J-U-B therefore as detailed in **Attachment 1 – Scope of Services, Basis of Fee and Schedule**.

Partial payment shall be made for the services performed as the work under this AGREEMENT progresses. Such payment is to be made monthly based on the itemized statements, invoices, or other evidences of performance furnished to and approved by the CLIENT. All claims for payment will be submitted in a form compatible with current practices and acceptable to the CLIENT. Partial payments will include payroll costs, adjusted for payroll burdens, and general and administrative overhead, as well as out-of-pocket expenses, plus that portion of the fixed fee which its percentage of completion bears to the total cost of the fully completed work under this AGREEMENT. The CLIENT shall make full payment of the value of such documented monthly service as verified on the monthly statement.

3.02 ADDITIONAL COMPENSATION

In addition to any and all compensation hereinabove, the CLIENT shall compensate J-U-B for Additional Services, Section 1.03, under a written Authorization for Additional Services executed by both Parties that specifically describes the additional work and the cost associated therewith. These additional services are to be performed or furnished by J-U-B only upon receiving said written authorization from the CLIENT.

3.03 COMPENSATION ADJUSTMENT

CLIENT agrees to provide J-U-B a notice to proceed with Services within 120 days of the effective date of this Agreement identified in Attachment 1. If the notice to proceed with Services is delayed beyond 120 days from the effective date of this Agreement, or service described will not be completed during the term of this Agreement through no fault of J-U-B, the Agreement shall be amended through mutual negotiation to address both schedule and pricing impacts of the delay. CLIENT understands that any pricing increase may not be grant fundable by FAA.

3.04 ADDITIONAL CONDITIONS OF COMPENSATION

The CLIENT and J-U-B further agree that:

- A. J-U-B shall submit monthly statements for Services rendered and for expenses incurred, which statements are due on presentation. CLIENT shall make prompt monthly payments. If CLIENT fails to make any payment in full within thirty (30) days after receipt of J-U-B's statement, the amounts due J-U-B will accrue interest at the rate of 1% per month from said thirtieth day or at the maximum interest rate allowed by law, whichever is less.
- B. If the CLIENT fails to make monthly payments due J-U-B, J-U-B may, after giving ten (10) days written notice to the CLIENT, suspend services under this Agreement.

ARTICLE 4 GENERAL PROVISIONS

4.01 OWNERSHIP OF DOCUMENTS

Upon the request of the CLIENT, J-U-B shall furnish the CLIENT copies of all maps, plots, drawings, estimate sheets, and other contract documents required for the PROJECT provided J-U-B has been paid in full for the work. Upon the request of the CLIENT and the completion of the work specified herein, all material documents acquired or produced by J-U-B in conjunction with the preparation of the plans shall be delivered to and become the property of the CLIENT providing no future use of said documents or portions thereof shall be made by the CLIENT with J-U-B's name or that of J-U-B ENGINEERS, Inc., attached thereto. Final submittal of J-U-B's work product shall be in hard-copy format and no electronic design files will be submitted as part of the PROJECT, unless expressly requested.

Any reuse without written consent by J-U-B, or without verification or adoption by J-U-B for the specific purpose intended by the reuse, will be at CLIENT's sole risk and without liability or legal exposure to J-U-B. The CLIENT shall release, defend, indemnify, and hold J-U-B harmless from any claims, damages, actions or causes of action, losses, and expenses, including reasonable attorneys' and expert fees, arising out of or resulting from such reuse.

Agreements for Professional Services are public records which are generally subject to statutory public disclosure and public website posting requirements, and such disclosure will not be considered "reuse without written consent by J-U-B".

J-U-B shall retain an ownership interest in PROJECT documents that allows their reuse of non-proprietary information on subsequent projects at J-U-B's sole risk.

4.02 DELEGATION OF DUTIES

Neither the CLIENT nor J-U-B shall delegate, assign, sublet or transfer their respective duties under this Agreement without the prior written consent of the other.

4.03 GENERAL

- A. Should litigation occur between the two parties relating to the provisions of this Agreement, court costs and reasonable attorney fees incurred shall be borne by their own party.
- B. Neither party shall hold the other responsible for damage or delay in performance caused by acts of God, strikes, lockouts, accidents, or other events beyond the reasonable control of the other or the other's employees and agents.
- C. In the event any provisions of this AGREEMENT shall be held to be invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. One (1) or more waivers by either party or any provision, term, condition, or covenant shall not be construed by the other party as a waiver of subsequent breach of the same by the other party.
- D. J-U-B shall render its services under this AGREEMENT in accordance with generally accepted professional practices and Standard of Care. J-U-B makes no other warranty for the work provided under this AGREEMENT.
- E. CLIENT grants J-U-B and its subsidiaries the unrestricted right to take, use, and publish images, or edited images, of the project site and workers for J-U-B's purposes including, but not limited to, website, intranet, and marketing. This right shall survive the termination of this Agreement.
- F. Any opinion of the estimated construction cost prepared by J-U-B represents its judgment as a design professional and is supplied for the general guidance of the CLIENT. Since J-U-B has no control over the cost of labor and material, or over competitive bidding or market conditions, J-U-B does not guarantee the accuracy of such opinions as compared to Contractor bids or actual costs to the CLIENT.
- G. Any notice or other communications required or permitted by this contract or by law to be served on, given to, or delivered to either party hereto by the other party shall be in writing and shall be deemed duly served, given, or delivered when personally delivered to the party to whom it is addressed or, in lieu of such personal service, when deposited in the United States mail, certified mail, return receipt requested, addressed to the CLIENT at 444 SW 4th Street, Ontario, Oregon 97914 and to J-U-B at 2760 W. Excursion Lane, Ste. 400, Meridian, ID 83642. Either party, the CLIENT or J-U-B, may change his address for the purpose of this paragraph by giving written notice of such change to the other party in the manner provided in this paragraph.
- H. In soils investigation work and determining subsurface conditions for the PROJECT, the characteristics may vary greatly between successive test points and sample intervals. J-U-B will coordinate this work in accordance with generally accepted engineering practices and makes no other warranties, expressed or implied, as to the professional advice furnished by others under the terms of this AGREEMENT.

4.04 MEDIATION BEFORE LITIGATION

Any and all disputes arising out of or related to the Agreement, except for the payment of J-U-B's fees, shall be submitted to nonbinding mediation before a mutually acceptable mediator as a condition precedent to litigation or other binding adjudicative procedure unless the parties mutually agree otherwise. The CLIENT further agrees to include a similar mediation provision in all agreements with independent contractors, consultants, subcontractors, subconsultants, suppliers and fabricators on the Project, thereby providing for mediation as the primary method for dispute resolution among all the parties involved in the Project. In the event the parties are unable to agree on a mediator, said mediator shall be appointed by a court of competent jurisdiction or, if not possible, the American Arbitration Association. If a dispute relates to, or is the subject of a lien arising out of J-U-B's Services, J-U-B or its subconsultants may proceed in accordance with applicable law to comply with the lien notice and filing deadlines prior to submission of the matter by mediation.

This Contract shall be governed by and interpreted under the laws of the State of Oregon. The parties agree that in the event it becomes necessary to enforce any of the terms and conditions of this Contract that the forum, venue and jurisdiction in that particular action shall be in Malheur County, Oregon.

4.05 INSURANCE AND INDEMNITY

- A. J-U-B's Insurance. J-U-B agrees to procure and maintain, at its expense, Commercial General Liability insurance of \$1,000,000 combined single limit for personal injury and property damages, and Professional Liability Insurance of \$1,000,000 per claim for protection against claims arising out of the performance of services under this Contract caused by negligent acts, errors, or omissions for which J-U-B is legally liable, subject to and limited by the provisions in Subsection 4.05.D, "Allocation of Risks", if any. J-U-B shall deliver to the CLIENT, prior to execution of the AGREEMENT by the CLIENT and prior to commencing work, Certificates of Insurance, identified on their face as the Agreement Number to which applicable, as evidence that policies providing such coverage and limits of insurance are in full force and effect. J-U-B shall acquire and maintain statutory workmen's compensation coverage. Thirty (30) days advance notice will be given in writing to the CLIENT prior to the cancellation, termination, or alteration of said policies of Insurance.
- B. Indemnification by J-U-B. To the fullest extent permitted by law, J-U-B shall indemnify and hold harmless CLIENT, and CLIENT's officers, directors, partners, agents, consultants, and employees from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of CLIENT, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the PROJECT, provided that any such claim cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting there from, but only to the extent caused by any negligent act, error, or omission of J-U-B or J-U-B's officers, directors, partners, employees, or Consultants. The indemnification provision of the preceding sentence is subject to and limited by the provisions agreed to by CLIENT and J-U-B in Subsection 4.05.D, "Allocation of Risks," if any.
- C. Indemnification by CLIENT. To the fullest extent permitted by law, CLIENT shall indemnify and hold harmless J-U-B, J-U-B's officers, directors, partners, agents, employees, and Consultants from and against any and all claims costs, losses, and damages (including but not limited to all fees and charges of J-U-B, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the PROJECT, provided that any such claim cost, loss, or damage is attributable to bodily injury, sickness, disease, or death or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting there from, but only to the extent caused by any negligent act, error, or omission of CLIENT or CLIENT's officers, directors, or employees, retained by or under contract to the CLIENT with respect to this AGREEMENT or to the PROJECT.
- D. Allocation of Risks. The CLIENT and J-U-B have discussed the risks, rewards and benefits of the project and the design professional's total fee for services. The risks have been allocated such that the CLIENT agrees that, to the fullest extent permitted by law, J-U-B's total liability to the CLIENT for any and all injuries, claims, losses, expenses, damages or claims expenses arising out of this agreement from any cause or causes, shall not exceed the total amount of fees paid to J-U-B under this Agreement. Such causes include, but are not limited to J-U-B's negligence, errors, omission and strict liability. Neither CLIENT nor J-U-B shall be responsible for incidental, indirect or consequential damages.
- E. J-U-B reserves the right to obtain the services of other consulting engineers and consultants experienced in airport work to prepare and execute a portion of the work that relates to the PROJECT.
- F. Nothing contained in this agreement shall create a contractual relationship with or a cause of action in favor of a third party against J-U-B.

4.06 EXTENT OF AGREEMENT

This Agreement represents the entire and integrated agreement between the CLIENT and J-U-B and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the CLIENT and J-U-B.

ARTICLE 5 FAA FEDERAL CLAUSES

5.01 SUCCESSORS AND ASSIGNMENTS

- A. The CLIENT and J-U-B each binds itself and its partners, successors, executors, administrators and assigns to the other parties to this Agreement, and to the successors, executors, administrators and assigns of such other party in respect to all covenants of this Agreement.
- B. It is understood by the CLIENT and J-U-B that the FAA is not a party to this Agreement and will not be responsible for engineering costs except as should be agreed upon by the CLIENT and the FAA under a Grant Agreement for the PROJECT.
- C. This Agreement may not be assigned except upon specific prior written consent of the CLIENT.

5.02 TERMINATION

A. TERMINATION FOR CONVENIENCE

The CLIENT may, by written notice to J-U-B, terminate this Agreement for its convenience and without cause or default on the part of J-U-B. Upon receipt of the notice of termination, except as explicitly directed by the CLIENT, J-U-B must immediately discontinue all services affected.

Upon termination of the Agreement, J-U-B must deliver to the CLIENT all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by J-U-B under this contract, whether complete or partially complete.

CLIENT agrees to make just and equitable compensation to J-U-B for satisfactory work completed up through the date J-U-B receives the termination notice. Compensation will not include anticipated profit on non-performed services.

CLIENT further agrees to hold J-U-B harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

B. TERMINATION FOR CAUSE

Either party may terminate this Agreement for cause if the other party fails to fulfill its obligations that are essential to the completion of the work per the terms and conditions of the Agreement. The party initiating the termination action must allow the breaching party an opportunity to dispute or cure the breach.

The terminating party must provide the breaching party 7 days advance written notice of its intent to terminate the Agreement. The notice must specify the nature and extent of the breach, the conditions necessary to cure the breach, and the effective date of the termination action. The rights and remedies in this clause are in addition to any other rights and remedies provided by law or under this agreement.

- a) **Termination by CLIENT:** The CLIENT may terminate this Agreement for cause in whole or in part, for the failure of J-U-B to:

- 1. Perform the services within the time specified in this contract or by CLIENT approved extension;
- 2. Make adequate progress so as to endanger satisfactory performance of the Project; or
- 3. Fulfill the obligations of the Agreement that are essential to the completion of the Project.

Upon receipt of the notice of termination, J-U-B must immediately discontinue all services affected unless the notice directs otherwise. Upon termination of the Agreement, J-U-B must deliver to the CLIENT all data, surveys, models, drawings, specifications, reports,

maps, photographs, estimates, summaries, and other documents and materials prepared by J-U-B under this contract, whether complete or partially complete.

CLIENT agrees to make just and equitable compensation to J-U-B for satisfactory work completed up through the date J-U-B receives the termination notice. Compensation will not include anticipated profit on non-performed services.

CLIENT further agrees to hold J-U-B harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

If, after finalization of the termination action, the CLIENT determines J-U-B was not in default of the Agreement, the rights and obligations of the parties shall be the same as if the CLIENT issued the termination for the convenience of the CLIENT.

b) **Termination by Consultant:** J-U-B may terminate this Agreement for cause in whole or in part, if the CLIENT:

1. Defaults on its obligations under this Agreement;
2. Fails to make payment to J-U-B in accordance with the terms of this Agreement;
3. Suspends the Project for more than 120 days due to reasons beyond the control of J-U-B.

Upon receipt of a notice of termination from J-U-B, CLIENT agrees to cooperate with J-U-B for the purpose of terminating the agreement or portion thereof, by mutual consent. If CLIENT and J-U-B cannot reach mutual agreement on the termination settlement, J-U-B may, without prejudice to any rights and remedies it may have, proceed with terminating all or parts of this Agreement based upon the CLIENT's breach of the contract.

In the event of termination due to CLIENT breach, the Consultant is entitled to invoice CLIENT and to receive full payment for all services performed or furnished in accordance with this Agreement and all justified reimbursable expenses incurred by J-U-B through the effective date of termination action. CLIENT agrees to hold J-U-B harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

5.03 CERTIFICATIONS OF J-U-B AND CLIENT

- A. The CLIENT and J-U-B hereby certify that J-U-B has not been required, directly or indirectly, as an expressed or implied condition in connection with obtaining or carrying out this contract, to:
 1. employ or retain, or agree to employ or retain, any firm or persons; or
 2. pay, or agree to pay, to any firm, person or organization, any fee, contribution, donation or consideration of any kind.
- B. A signed "Certificate for Contracts, Grants, Loans, and Cooperative Agreements" is included with this agreement.

5.04 TAX DELINQUENCY AND FELONY CONVICTIONS

J-U-B certifies, by submission of this proposal or acceptance of this contract, that it is not a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

J-U-B further represents that it is not a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

5.05 GENERAL CIVIL RIGHTS PROVISIONS

In all its activities within the scope of its airport program, the Contractor agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including

limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

5.06 CIVIL RIGHTS TITLE VI - NONDISCRIMINATION REQUIREMENTS

During the performance of this contract, J-U-B, for itself, subconsultants, its assignees and successors in interest, agrees as follows:

- A. Compliance with Regulations. J-U-B will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- B. Non-discrimination. J-U-B, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. J-U-B will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21..
- C. Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by J-U-B for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subconsultant or supplier will be notified by J-U-B of J-U-B's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
- D. Information and Reports. J-U-B will provide all information and reports required by the Acts, the Regulations and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the CLIENT or the FAA to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities, and instructions. Where any information required of J-U-B is in the exclusive possession of another who fails or refuses to furnish this information, J-U-B will so certify to the CLIENT or the FAA, as appropriate, and will set forth what efforts it has made to obtain the information.
- E. Sanctions for Noncompliance. In the event of J-U-B's noncompliance with the non-discrimination provisions of this contract, the CLIENT will impose such contract sanctions as it or the FAA, may determine to be appropriate, including, but not limited to:
 1. withholding of payments to J-U-B under the contract until J-U-B complies, and/or
 2. cancellation, termination, or suspension of the contract, in whole or in part.
- F. Incorporation of Provisions. J-U-B will include the provisions of paragraphs A through E in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, Regulations and directives issued pursuant thereto. J-U-B will take such action with respect to any subcontract or procurement as the CLIENT or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if J-U-B becomes involved in, or is threatened with, litigation by a subconsultant or supplier as a result of such direction, J-U-B may request the CLIENT to enter into such litigation to protect the interests of the CLIENT. In addition, J-U-B may request the United States to enter into such litigation to protect the interests of the United States.

5.07 TITLE VI LIST OF PERTINENT NONDISCRIMINATION ACTS AND AUTHORITIES

During the performance of this contract, J-U-B for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);

- 49 CFR part 21 (Non-discrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990 (42 USC § 12101, *et seq.*) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs [70 Fed. Reg. 74087 (2005)];
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC § 1681, *et seq.*).

5.08 DISADVANTAGED BUSINESS ENTERPRISE (49 CFR Part 26)J-U-B shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the J-U-B to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the Sponsor deems appropriate, which may include, but is not limited to: Withholding monthly progress payments and or Assessing sanctions.

Prompt Payment (49 CFR § 26.29)

J-U-B agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime contractor receives from the Sponsor. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Sponsor. This clause applies to both DBE and non-DBE subcontractors.

A. Termination of DBE Subcontracts (49 CFR § 26.53(f));

J-U-B will not terminate a contracted DBE subcontractor without prior written consent of the Sponsor. This includes, but is not limited to, instances in which J-U-B seeks to perform work originally designated for a DBE subcontractor with its own forces or those of an affiliate, a non-DBE firm, or with another DBE firm.

The Sponsor may provide such written consent only if they agree, for reasons stated in the concurrence document, that the J-U-B has good cause to terminate the DBE firm. For purposes of this paragraph, good cause includes the circumstances listed in 49 CFR §26.53.

Before transmitting its request to terminate and/or substitute a DBE subcontractor, J-U-B must give notice in writing to the DBE subcontractor, with a copy to the Sponsor, of its intent to request to terminate and/or substitute, and the reason for the request.

J-U-B must give the DBE five days to respond to the notice and advise of the reasons, if any, why it objects to the proposed termination of its subcontract and why the Sponsor should not approve J-U-B's action. If required in a particular case as a matter of public necessity the Sponsor may provide a response period shorter than five days.

5.09 LOBBYING AND INFLUENCING FEDERAL EMPLOYEES (49 CFR Part 20, Appendix A)

- A. No Federal appropriated funds shall be paid, by or on behalf of J-U-B, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement and the extension, continuation, renewal, amendment or modification of any Federal grant, contract, loan, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal contract, loan, grant, or cooperative agreement, J-U-B shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. J-U-B shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

5.10 EQUAL OPPORTUNITY CLAUSE

During the performance of this contract, J-U-B agrees as follows:

- (1) J-U-B will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. J-U-B will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. J-U-B agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) J-U-B will, in all solicitations or advertisements for employees placed by or on behalf of J-U-B, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, , sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an

investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information

- (4) will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the Contractor's commitments under this section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) J-U-B will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) J-U-B will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of J-U-B's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and J-U-B may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) J-U-B will include provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. J-U-B will take such action with respect to any subcontract or purchase order may be directed by the Secretary of Labor as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event J-U-B becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction J-U-B may request the United States to enter into such litigation to protect the interests of the United States.

5.11 ACCESS TO RECORDS AND REPORTS

J-U-B must maintain an acceptable cost accounting system. J-U-B agrees to provide the CLIENT, the FAA, and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers, and records of J-U-B which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. J-U-B agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

5.12 TRADE RESTRICTION CERTIFICATION (49 CFR Part 30)

By submission of an offer, J-U-B certifies that with respect to this solicitation and any resultant contract, the Offeror -

- A. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (U.S.T.R.);
- B. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the U.S.T.R.; and
- C. has not entered into any subcontract for any product to be used on the Federal public works project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

J-U-B must provide immediate written notice to the CLIENT if J-U-B learns that its certification or that of a subconsultant was erroneous when submitted or has become erroneous by reason of changed circumstances. J-U-B shall require subconsultants provide immediate written notice to J-U-B if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to a subconsultant:

- 1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R. or
- 2) whose subconsultants are owned or controlled by one or more citizens or nationals of a foreign country on such U.S.T.R. list or
- 3) who incorporates in the public works project any product of a foreign country on such U.S.T.R. list.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a consultant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

J-U-B agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. J-U-B may rely on the certification of a prospective subconsultant that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by U.S.T.R, unless J-U-B has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that J-U-B or subconsultant knowingly rendered an erroneous certification, the Federal Aviation Administration may direct through the CLIENT cancellation of the contract or subcontract for default at no cost to the CLIENT or the FAA.

5.13 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION

J-U-B certifies, by submission of this proposal or acceptance of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

It further agrees by submitting this proposal that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. For each lower tier subcontract that exceeds \$25,000 as a "covered transaction", J-U-B shall verify each lower tier participant of a "covered transaction" under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. J-U-B will accomplish this by:

- 1) Checking the System for Award Management at website: <http://www.sam.gov>
- 2) Collecting a certification statement similar to the Certificate Regarding Debarment and Suspension (Bidder or Offeror), above.
- 3) Inserting a clause or condition in the covered transaction with the lower tier contract

If the FAA later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

5.14 OCCUPATIONAL HEALTH ACT OF 1970

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. J-U-B shall provide a work

environment that is free from recognized hazards that may cause death or serious physical harm to the employee. J-U-B retains full responsibility to monitor its compliance and their subconsultant's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). J-U-B will address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

5.15 FEDERAL FAIR LABOR STANDARDS ACT

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers.

J-U-B has full responsibility to monitor compliance to the referenced statute or regulation. J-U-B will address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

5.16 VETERAN'S PREFERENCE

In the employment of labor (excluding executive, administrative, and supervisory positions), J-U-B and all sub-tier consultants must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 U.S.C. 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

5.17 CERTIFICATION REGARDING DOMESTIC PREFERENCES FOR PROCUREMENTS

J-U-B certifies by signing and submitting this bid or proposal that, to the greatest extent practicable, J-U-B has provided a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including, but not limited to, iron, aluminum, steel, cement, and other manufactured products) in compliance with 2 CFR § 200.322

5.18 TEXTING WHILE DRIVING.

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving" and DOT Order 3902.10 "Text Messaging While Driving" FAA encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or sub-grant.

J-U-B has in place a policy within J-U-B Accident Prevention plan that prohibits all employees from texting and driving. J-U-B shall include these policies in each third-party subcontract exceeding \$10,000 that involves driving a motor vehicle in the performance of work activities associated with the project.

5.19 HUMAN TRAFFICKING

- A. J-U-B, J-U-B's employees, and subcontractors may not engage in severe forms of trafficking in persons during the period of time that the FAA award is in effect, procure a commercial sex act during the period of time that the award is in effect, or use forced labor in the performance of the award or sub-awards under the award.
- B. For the purpose of this award term, "employee" includes:
 - 1. An individual employed by you or a sub-recipient who is engaged in the performance of the project or program under this award
 - 2. Another person engaged in the performance of the project or program under this award and not compensated by you, including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
- C. For the purposes of this award term only, "forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person

for labor or services through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

- D. For the purposes of this award term only, "severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at Section 103 of the TVPA, as amended (22 U.S.C. 7102).

5.20 PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

Contractor and Subcontractor agree to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [Public Law 115-232 § 889(f)(1)]

5.21 PROHIBITION OF SEGREGATED FACILITIES

- (1) J-U-B agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. J-U-B agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.
- (2) "Segregated facilities," as used in this clause, means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user restrooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.
- (3) J-U-B shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

IN WITNESS WHEREOF, the CLIENT and J-U-B hereto have made and executed this AGREEMENT as of the day and year first above written.

CLIENT:

CITY OF ONTARIO, OREGON

ATTEST

BY:

Name: Dan Cummings

Name:

Title: City Manager

Title:

J-U-B:

J-U-B ENGINEERS, Inc.

ATTEST

By:

Name: Toby Epler, PE

Name:

Title: Vice President \ Aviation Services
Group Manager

Title:

*Applicable
Attachments
or Exhibit to
this
Agreement
are
indicated as
marked*

☒ **Certification For Contracts Grants,
Loans, and Cooperative Agreements**

☒ **J-U-B Debarment Lookup**

☒ **Attachment 1** – Scope of Services,
Basis of Fee and Schedule

☒ **Attachment 1A** – Detailed Scope of
Work

☒ **Attachment 1B** – Fee Breakdown

☐ **Attachment 2** – Special Provisions

☐ **Exhibit A** – Construction Phase
Services

☐

**CERTIFICATION FOR CONTRACTS, GRANTS, LOANS,
AND COOPERATIVE AGREEMENTS**

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal Grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL "Disclosure of Lobby Activities", in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

Signed: _____
City Manager, Ontario, Oregon

Date: _____

Title: _____



[Download](#) [Unfollow](#)

Entity Registration
Exclusions
Active Exclusions
Responsibility / Qualification
Entity Reporting

[Back to Workspace](#)

J-U-B ENGINEERS INC

Unique Entity ID

WU2TGK7D3J49

CAGE/NCAGE

OKJY0

Registration Status

Expiration Date

Active Registration

Jan 19, 2024

Purpose of Registration

All Awards

Physical Address

2760 W Excursion LN

Meridian, Idaho

83642-5750, United States

Mailing Address

2760 W Excursion Lane

Suite 400

Meridian, Idaho

83642, United States

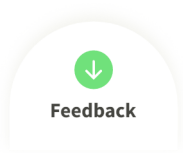
Version

Current Record

There may be instances when an individual or firm has the same or similar name as your search criteria, but is actually a different party. Therefore, it is important that you verify a potential match with the excluding agency identified in the exclusion's details. To confirm or obtain additional information, contact the federal agency that took the action against the listed party. Agency points of contact, including name and telephone number, may be found by navigating to the Agency Exclusion POCs page within Help.

ACTIVE EXCLUSIONS

There are no active exclusion records associated to this entity by its Unique Entity ID.



Our Website

- [About This Site](#)
- [Our Community](#)
- [Release Notes](#)

Our Partners

- [Acquisition.gov](#)
- [USASpending.gov](#)
- [Grants.gov](#)

[System Alerts](#)

Policies

[Privacy Policy](#)

[Disclaimers](#)

[Freedom of Information Act](#)

[Accessibility](#)

[More Partners](#)

Customer Service

[Help](#)

[Check Entity Status](#)

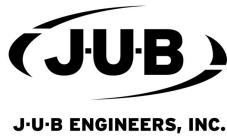
[Federal Service Desk](#)

[External Resources](#)

[Contact](#)



This is a U.S. General Services Administration Federal Government computer system that is **"FOR OFFICIAL USE ONLY."** This system is subject to monitoring. Individuals found performing unauthorized activities are subject to disciplinary action including criminal prosecution.



J-U-B ENGINEERS, Inc.
AGREEMENT FOR PROFESSIONAL SERVICES – (FAA FORMAT)

Attachment 1 – Scope of Services, Basis of Fee, and Schedule

PROJECT NAME: EXPAND APRON (DESIGN-ONLY)

AIRPORT NAME: ONTARIO MUNICIPAL AIRPORT

CLIENT: CITY OF ONTARIO, OREGON

A.I.P. NUMBER: 3-41-0044-022-2023

J-U-B PROJECT NUMBER: 45-22-052

CLIENT PROJECT NUMBER: N/A

ATTACHMENT TO:

- ☒ **AGREEMENT DATED:** _____; or
☐ **AUTHORIZATION FOR ADDITIONAL SERVICES #X; DATED:** _____

The referenced Agreement for Professional Services executed between J-U-B ENGINEERS, Inc. (J-U-B) and the CLIENT is amended and supplemented to include the following provisions regarding the Scope of Services, Basis of Fee, and/or Schedule:

PART 1 - PROJECT UNDERSTANDING

FAA AIP 3-41-0044-022-2023 included the Project Formulation, Design, and Project Closeout Engineering Services for the following Items:

- Design a 180-ft by 325-ft Apron Expansion. The Apron expansion would expand the existing East-Central Apron. This project has been shown on the ALP for over 10 years and recently completed Master Plan highlights the need for additional parking apron capacity at the Airport.
- Project will be Bid and Constructed under a separate an AIP Project in 2024.

A detailed Scope of Services is provided in Attachment 1A – Detailed Scope of Work.

PART 2 - BASIS OF FEE

A. CLIENT shall pay J-U-B for the identified Services in PART 1 as follows:

1. **Design Phase.** The CLIENT shall compensate J-U-B on the basis of a lump sum amount of ninety-eight thousand three hundred fifty-six dollars and zero cents (\$98,356.00). See Attachment 1B for a detailed cost breakdown.

PART 3 - SCHEDULE OF SERVICES

J-U-B will perform all services according to the following schedule:

Design- Summer/Fall 2023

Close-Out- Winter 2023/2024

This Agreement shall be in effect from April 25, 2023 to April 15, 2024. In the event the services described shall not be completed during the term of this Agreement, the Agreement shall be amended.

This schedule shall be equitably adjusted as the PROJECT progresses, allowing for changes in scope, character or size of the PROJECT requested by the CLIENT or for delays or other causes beyond J-U-B's control.

NOTE on Coronavirus and Schedule: J-U-B is committed to meeting your project schedule commitments as delineated above. As our response to the COVID-19 pandemic, J-U-B is engaging in safety procedures to help protect our clients, staff, their families, and the public. Our staff or offices may be subject to quarantine or other interruptions. Since COVID-19 impacts are beyond J-U-B's control, we are not responsible for the force majeure impacts to delivery timelines, or subsequent project delays and related claims, costs, or damages. Should circumstances related to the COVID-19 issue arise with J-U-B staff or in a J-U-B office that will impact our delivery schedule, we will notify you of the circumstances and mutually agree to a schedule adjustment

Exhibit(s):

- Attachment 1A - Detailed Scope of Work
 - Attachment 1B Fee Breakdown
-

For internal J-U-B use only:

PROJECT LOCATION (STATE): Oregon

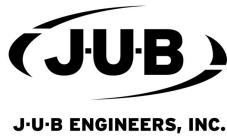
TYPE OF WORK: Federal

R&D: No

GROUP: Airport

PROJECT DESCRIPTION(S):

- A. Airport (A05)
- B. Choose an item.



J-U-B ENGINEERS, Inc.
AGREEMENT FOR PROFESSIONAL SERVICES

Attachment 1A – Detailed Scope of Work

PROJECT NAME: EXPAND APRON (DESIGN-ONLY)
AIRPORT NAME: ONTARIO MUNICIPAL AIRPORT
CLIENT: CITY OF OREGON, OREGON
A.I.P. NUMBER: 3-41-0044-022-2023
J-U-B PROJECT NUMBER: 45-22-052
CLIENT PROJECT NUMBER: N/A

ATTACHMENT TO:

- ☒ **AGREEMENT DATED:** _____; or
☐ **AUTHORIZATION FOR ADDITIONAL SERVICES #X; DATED:**

The referenced Agreement for Professional Services executed between J-U-B ENGINEERS, Inc. (J-U-B) and the CLIENT is amended and supplemented to include the following provisions regarding the Scope of Services, Basis of Fee, and/or Schedule:

PART 1 - PROJECT UNDERSTANDING

FAA AIP 3-41-0044-022-2023 included the Project Formulation, Design, and Project Closeout Engineering Services for the following Items:

- Design a 180-ft by 325-ft Apron Expansion. The Apron expansion would expand the existing East-Central Apron. This project has been shown on the ALP for over 10 years and recently completed Master Plan highlights the need for additional parking apron capacity at the Airport.
- Project will be Bid and Constructed under a separate an AIP Project in 2024.

PART 2 - SCOPE OF SERVICES BY J-U-B

J-U-B's Services under this Agreement are limited to the following tasks. Any other items necessary to plan and implement the project, including but not limited to those specifically listed in PART 3, are the responsibility of CLIENT.

A. Task 001: Project Formulation Phase

1. Conduct a Pre-Design meeting with CLIENT and FAA via TEAMS. The meeting will be held to determine the planning and study issues that will need to be addressed during the design of the project. The FAA Predesign Conference Checklist will be the guide for project discussions. Minutes of the Predesign meeting will be compiled and forwarded to the FAA and CLIENT.
2. Assist the CLIENT with Project Scope development and formulation. J-U-B will prepare a Scope of Services narrative and detailed description of all work tasks for CLIENT and FAA review and approval. Discuss review comments and revise accordingly.
3. Prepare an Agreement for Professional Services for submittal and review by the CLIENT and FAA, including the FAA Professional Service Agreement Checklist. The Agreement shall be comprehensive in description of services and responsibilities of all contract parties.
4. Assist CLIENT with preparation and submittal of a FAA Grant Application for Federal Assistance for the project, including estimated project costs, drawings, and a schedule for FAA submittal prior to beginning of the project.

5. Assist CLIENT in the submittal of FAA Sponsor Certifications. These include the “Selection of Consultants”, “Project Plans and Specifications”, “Drug Free Workplace”, “Equipment/Construction Contracts”, “Disclosure Regarding Potential Conflicts” and “Construction Project Final Acceptance”.
6. Provide the following services related to Federal Disadvantaged Business Enterprise requirements (DBE).
 - a. Analyze opportunities for Disadvantaged Business Enterprise (DBE) participation during construction and assist CLIENT in preparing a three-year goal for 2024-2026 for the ACIP projects.
 - b. Coordinate a DBE conference call by contacting various Chambers of Commerce asking them to advertise that there will be a conference call for anyone interested in the DBE goal setting methodology for this project. Contact specific DBE's in area that could be interested in bidding the project. The conference call would be a 2-hour window, monitored via speakerphone and respond if anyone does call in.
 - c. Coordinate CLIENT DBE Goal Advertisements for the new 2024-2026 three-year goal on the CLIENT's website for a minimum of 30 days.
 - d. Finalize and submit new 2024-2026 three-year goal to FAA Civil Rights office, notify FAA ADO in writing once goal has been submitted.
 - e. Update sponsor's DBE Program Plan and submit to FAA Civil Rights for review and approval.
7. Prepare and submit four (4) FAA Quarterly Performance Reports and one (1) Fiscal Year End Financial FAA 271 and 425 forms throughout the project.
8. Attend eight (8) meetings with the Airport Advisory Board and/or City Council during the project in order to keep Airport personnel and management abreast of the progress of the projects. Discussions will include project phasing, budget and schedule updates.
9. Assist CLIENT in preparation and processing of monthly Request for Reimbursement (RFR) by submitting data as described. It is anticipated that the CLIENT will prepare and process six (6) monthly sets of RFR 'packages' for this project. J-U-B will provide documentation of costs for the CLIENT's use in performing the Request for Reimbursements including consultant invoices, reimbursement spreadsheet and Standard Form 271.

B. Task 002: Preliminary Design Phase

1. Investigate the proposed job site at the Airport. Allow civil design personnel to become familiar with the proposed job site. Take photographs, perform a visual survey of the pavement areas, and otherwise document findings of visit.
2. Provide or obtain field surveys, which include detailed topographic and cross section information of improvement areas for design purposes. Coordinate with surveyors to verify that design survey is performed as required. This will include one (1) on-site meeting with surveyors to review project location and safety. The general scope of the survey work will include the following:

The primary area to be surveyed is east of the existing jet parking apron. The survey area shall be 400-ft north/south and 500-ft east/west. The pavement and shoulder surfaces within this area shall be section surveyed on 25-ft by 25-ft grid. The infield and grass surfaces within this area shall be surveyed on a 50-ft by 50-ft grid. All topographical features within all of these areas shall be surveyed including but not limited to: grade breaks, pavement markings, tie-downs, building corners, fence, drainage structures (invert elevations, pipes sizes, & rim elevations), pavement markings, utility markers, edge of pavements, and lighting and electrical components. The total of all areas are approximately 440,600 square yards.

Existing control monuments shall be used for the survey control and will need to be tied together to check for accuracy. The survey will have to be coordinated with the Airport Manager for airport access and optimum time to minimize disruption to air traffic. The airfield pavements and runway will be open to aircraft, surveyors will have to monitor the local frequency and move out of safety

areas for aircraft. The survey shall be conducted in accordance to FAA AC 150/5370-2G safety guidelines. Vertical datum should be in accordance to NAVD 88, and horizontal datum should be in accordance to NAD 83. Vertical tolerances shall be +0.02-feet for paved surfaces and +0.05-feet for unpaved surfaces. Horizontal tolerances shall be +0.03-feet.

The collected data shall be provided on a compact disk to the Engineer with the following information: point number, description, northing, easting, and elevation along with paper copies of any pertinent field notes. No map or drawing will be required.

3. Administer design Geotechnical Subconsultant contract and coordinate delivery of work product. Provide quality control review of work products. This will include one (1) on-site meeting with geotechnical Subconsultant to review project location and safety. The geotechnical laboratory work will be performed utilizing the services of a Subconsultant. The general scope of the geotechnical work will be the following:

Administer four (4) test pits to a depth of 8-feet or refusal.

The geotechnical engineer shall immediately patch all pavement core holes with an approved asphalt cold mix or similar product. Data shall be collected on the soil type, existing asphalt condition, and depths and categorized according to the Unified Soil Classification System (USCS) including Moisture Content, Atterberg Limits, Grain Size Distribution. Ground water depth shall be recorded if encountered. Two California Bearing Ratio (CBR) test shall be performed on one of the bore log samples at a depth of 24-inches which is the anticipated depth of subgrade.

The geotechnical engineer shall coordinate with the Engineer to determine exact core/bore log locations. The geotechnical work shall be conducted in accordance to FAA AC 150/5370-2G safety guidelines. The geotechnical engineer shall be responsible for a utility locate prior to work. It should be anticipated that the cores/bore logs shall be taken during nighttime hours. The geotechnical firm will need to coordinate with the Airport Manager and the Engineer personal for closure time and date.

The geotechnical firm shall submit 3 copies of the final geotechnical report including all required information as mentioned above to the Engineer within three weeks upon finishing field work. The firm shall submit a draft copy for review prior to finalizing the report and its findings.

This line item shall include the coordination and contracting with Subconsultant. The Subconsultant fees shall be addressed in the Expenses-Subconsultant Section.

4. Define critical aircraft for the pavement design of the project and develop pavement design section. Pavement design criteria shall be in accordance with the FAA Advisory Circular (AC) 150/5320-6G.
5. Review existing storm water drainage within the project boundary. Evaluate existing drainage patterns and systems. J-U-B shall conduct a required analysis for the design of drainage improvements associated with the project in accordance with the FAA AC 150/5320-5D, Surface Drainage Design. Any necessary drainage improvements will be sized to accommodate local drainage standards.
6. Contact FAA Environmental Manager by email to confirm that the project will require a categorical exclusion pursuant to FAA Order 1050.1F, Paragraph 5-6.4(e). Prepare a letter request for an environmental determination. The letter will include a detailed project description and an exhibit demonstrating the project disturbance area. Environmental work beyond that described will be considered additional work and may require a contract modification.
7. Assemble base data and base maps for the project work area from the design survey, previous projects undertaken, and available aerial data.
8. Prepare preliminary Design Plans (75% complete) for review and discussion with the CLIENT and FAA. It is anticipated that the project design will require twelve (12) plan sheets including:

Sheet 1 – Cover

Sheet 2 – Construction Layout Plan

Sheet 3 – Operation & Safety Plan- Phase 1

Sheet 4 – Demolition Plan
Sheet 5 – Grading Plan
Sheet 6 – Drainage Plan
Sheet 7 – Plan & Profile Apron Layout
Sheet 8 – Pavement Marking Plan
Sheet 9– Typical Sections
Sheet 10 – Civil Details
Sheet 11 - Civil Details
Sheet 12 - Civil Details

9. Prepare preliminary Bidding and Construction Contract Documents and Technical Specifications (75% complete) based on latest version of FAA AC 150/5370-10 “Standards for Specifying Construction on Airports” including the current Regional Notice published by the FAA Airports Districts Office.
10. Prepare a preliminary Engineer’s Opinion of Probable Construction Cost Estimate based on construction cost estimates, phasing into workable portions for constructability, budget, and construction schedule and advise the CLIENT as to budget status.
11. Prepare a preliminary Construction Safety and Phasing Plan according to AC 150/5370-2G for evaluation by the CLIENT, Airport, FBO, airport users and agencies. An electronic copy will be submitted to the FAA Airport District Office for coordination, review, and approval with other FAA lines of business using the airspace process.
12. Prepare the preliminary Engineer’s Design Report in conformance per NWM standard handout 620-04. The report shall include a Summary of the Project and its specific design issues, Project Schedule, reference to the Construction Safety and Phasing Plan, Modification of Standards, Design Analysis, Pavement Analysis, Geotechnical Investigation Report, and Construction Cost Estimate and Schedule.
13. Conduct in-house quality control/quality assurance review of preliminary design documents.
14. Participate in a preliminary design review meeting with the CLIENT. Anticipate one (1) review meeting with the CLIENT at the Airport, attendance by the Project Manager and Airport Engineer. Review design philosophy, preliminary design drawings, design analysis and project schedules with the CLIENT.
15. Prepare and submit one (1) FAA Form 7460 to airspace the project construction equipment.
16. Submit preliminary documents to FAA (1 copy) and CLIENT (2 copies) for approval.

C. Task 003: Final Design Phase

1. Finalize Bidding and Construction Contract Documents and Technical Specifications based on Peer, CLIENT, and FAA Reviews.
2. Finalize Design Plans based on Peer, CLIENT, and FAA Reviews.
3. Prepare final Construction Safety and Phasing Plan to accommodate varying work components that need to meet prescribed schedules.
4. Complete final quantity calculations and prepare Final Engineer’s Opinion of Probable Construction Cost Estimate.
5. Prepare final Engineer’s Design Report based on Peer, CLIENT, and FAA Reviews.
6. Submit final documents to FAA (1 copy) and CLIENT (2 copies) for approval.

D. Subtask 004: Project Closeout Phase

1. Prepare the final project report and close-out documents according to FAA requirements and submit to CLIENT and FAA.

2. Report Disadvantaged Business Enterprise (DBE) project participation to FAA dbE-Connect including all calculations and background information for review and approval.
3. Assist and coordinate with independent auditors in locating appropriate documents for performing A-133 annual audit. In addition to finding appropriate project files, answer questions as required.
4. Provide assistance to the CLIENT in assessing, costing, and updating the five-year Capital Improvement Plan for submittal to FAA Seattle ADO.

PART 3 - ASSUMPTIONS AND EXCEPTIONS

- No SMS plan is required on this project during the design or other portions of the project.
- No initial AGIS survey is required for this project.
- No Bidding or Construction Services

ATTACHMENT 1B

PROJECT TITLE:		FY 2023 Onatrio Municipal Airport Project AIP 3-41-0044-022-2023											
CLIENT:		City of Ontario, Oregon											
JOB NUMBER:		45-22-052											
DATE:		February 15, 2023								J-U-B ENGINEERS FEE ESTIMATE (DESIGN)			

ATTACHMENT 1B

PROJECT TITLE:		FY 2023 Onatrio Municipal Airport Project AIP 3-41-0044-022-2023											
CLIENT:		City of Ontario, Oregon											
JOB NUMBER:		45-22-052											
DATE:		February 15, 2023								J-U-B ENGINEERS FEE ESTIMATE (DESIGN)			
TASK NO	PROJECT TASK	Principal	Project	Enviro	Aviation	Designer	EIT	Survey	2-Person	Admin	Trips	TOTAL HRS	TASK DIRECT COSTS
		Manager	Manager	Specialist	Engineer			PLS	Crew	Assistant			
		\$200.00	\$183.00	\$169.00	\$146.00	\$123.00	\$113.00	\$170.00	\$223.00	\$66.00			
D. Project Close Out Phase													
1	Prepare Final Project Report	0	2	0	4	0	5	0	0	5		16	\$1,845.00
2	Report DBE Participation	0	2	0	4	0	0	0	0	2		8	\$1,082.00
3	Assist with A-133 Audit	0	4	0	0	0	0	0	0	4		8	\$996.00
4	Assist with 5-yr CIP Development	0	4	0	2	2	0	0	0	0	1	8	\$1,270.00

\$5,193.00

ATTACHMENT 1B

PROJECT TITLE:		FY 2023 Onatrio Municipal Airport Project AIP 3-41-0044-022-2023											
CLIENT:		City of Ontario, Oregon											
JOB NUMBER:		45-22-052											
DATE:		February 15, 2023										J-U-B ENGINEERS FEE ESTIMATE (DESIGN)	
		Principal	Project	Enviro	Aviation	Designer	EIT	Survey	2-Person	Admin	Trips	TOTAL	TASK
TASK			Manager	Specialist	Engineer			PLS	Crew	Assistant			DIRECT
NO	PROJECT TASK	\$200.00	\$183.00	\$169.00	\$146.00	\$123.00	\$113.00	\$170.00	\$223.00	\$66.00		HRS	COSTS
LABOR:													
	Labor + Direct Overhead Subtotal	10	126	26	146	71	81	0	10	42	13	515	\$73,656.00
	Fixed Fee										15.0%		\$11,048.40
	Total Labor + Overhead + Fixed Fee												\$84,704.40
EXPENSES:		Cost	Air		Ground				Trip				
		Per Unit	Trips		Trips	Days	Hours		Miles		Markup		
	Mileage	\$0.655			13				124		1.0		\$1,055.86
	Per Diem	\$0.00				0					1.0		\$0.00
	GPS Survey Unit	\$0.00					0				1.0		\$0.00
	Printing	\$500.00									1.0		\$500.00
SUBCONSULTANTS:													
1	Surveying Subconsultant (CK3 LLC)							\$4,595					\$4,595.00
2	Geotechnical Subconsultant (Allwest)							\$7,500					\$7,500.00
3								\$0					\$0.00
	Subtotal - Labor + Overhead + Fixed Fee												\$84,704.40
	Subtotal - Expenses												\$1,555.86
	Subtotal - Subconsultants												\$12,095.00
	Total - Project Design Fees												\$98,356.00

MALHEUR COUNTY COURT MINUTES

April 5, 2023

The regularly scheduled meeting of the County Court was called to order by Judge Dan Joyce at 9:00 a.m. in the County Court Office of the Malheur County Courthouse with Commissioner Ron Jacobs and Commissioner Jim Mendiola present. Staff present was Administrative Officer Lorinda DuBois. Members of the media, public and staff had the opportunity to join the meeting electronically or in-person. Notice of the meeting was posted on the County website, Courthouse bulletin board, and emailed to the Argus Observer, Malheur Enterprise, and those persons who have requested notice. The meeting was audio recorded. The agenda is recorded as instrument # [2023-0946](#)

SECOND PUBLIC HEARING - ORDINANCE NO. 230 IMPLEMENTING MEASURES TO REDUCE INCIDENTS OF TRUANCY FROM MALHEUR COUNTY SCHOOLS

Present for the second public hearing for Ordinance No. 230: In the Matter of an Ordinance Implementing Measures to Reduce Incidents of Truancy from Malheur County Schools; and Declaring an Emergency were: Malheur ESD Superintendent Mark Redmond and Vale School District Superintendent Alisha McBride. Notice of the hearing was published in the Argus Observer and posted on the County website.

Judge Joyce opened the public hearing.

No proponent or opponent testimony was received; no written comments were received.

Commissioner Jacobs thanked Mr. Redmond and the school superintendents for the work they had done on the ordinance.

Judge Joyce closed the hearing.

Commissioner Jacobs moved to approve Ordinance No. 230: In the Matter of an Ordinance Implementing Measures to Reduce Incidents of Truancy from Malheur County Schools; and Declaring an Emergency. Commissioner Mendiola seconded and the motion passed unanimously. See instrument # [2023-0948](#)

Mr. Redmond thanked the Court.

COURT MINUTES

Commissioner Jacobs moved to approve Court Minutes of March 29, 2023 as written. Commissioner Mendiola seconded and the motion passed unanimously.

FUNDING AGREEMENT - MCDC

The funding agreement is still out for review/signature with Malheur County Development Corporation.

AMENDMENT TO CONTRACT WITH VALLEY FAMILY - JAIL MEDICAL SERVICES

Commissioner Jacobs moved to approve First Amendment to Personal Service Contract for Medical Services in the Malheur County Jail Recorded with the Malheur County Clerk as Instrument Number 2020-0594. Commissioner Mendiola seconded and the motion passed unanimously. The contract is extended to March 31, 2026 and the financial consideration is amended. A copy will be returned for recording.

LEASE AGREEMENT - GEM STATE POWDER COATING

Commissioner Jacobs moved to approve Lease Agreement between Malheur County Sheriff's Office and Gem State Powder Coating Inc. Commissioner Mendiola seconded and the motion passed unanimously. The lease agreement is for the use of a portion of the property located at 390 N. Ironhead Street, Vale. See instrument # [2023-0947](#)

QUITCLAIM DEED - JM DOWELL LLC

Commissioner Jacobs moved to approve Quitclaim Deed to JM Dowell LLC for Ref. # 11870. Commissioner Mendiola seconded and the motion passed unanimously. JM Dowell is an adjoining landowner; purchase price was \$2,874. See instrument # [2023-0949](#)

AMENDMENT - IGA # 173143

Commissioner Mendiola moved to approve Eighth Amendment to Oregon Health Authority 2022 Intergovernmental Agreement for the Financing of Community Mental Health, Addiction Treatment, Recovery, & Prevention, and Problem Gambling Services #173143. Commissioner Jacobs seconded and the motion passed unanimously. The Financial Assistance Award is amended. A copy will be returned for recording.

BUDGET COMMITTEE

Commissioner Jacobs moved to appoint Lee Newman to the Malheur County Budget Committee. Commissioner Mendiola seconded and the motion passed unanimously.

EMPLOYMENT AGREEMENT - EDWARDS

Commissioner Jacobs moved to approve County Surveyor/Professional Engineer - employment of PERS retiree Employment Agreement with James T. (Tom) Edwards. Commissioner Mendiola seconded and the motion passed unanimously. Mr. Edwards will work no more than 25 hours during the term of the agreement; the agreement is to primarily engage Mr. Edwards as a professional engineer to review and stamp financial assurances for DEQ pertaining to the Lytle Boulevard Landfill as Mr. Edwards is familiar with the assurances and calculations. Mr. Edwards may also work "as needed". A copy will be returned for recording.

ORDER APPOINTING TRAVIS JOHNSON AS SHERIFF

Sheriff Travis Johnson joined the session. Commissioner Jacobs moved to approve Order GO-05-23: In the Matter of Appointing

R. Travis Johnson as Malheur County Sheriff. Commissioner Mendiola seconded and the motion passed unanimously. R. Travis Johnson was appointed as Malheur County Sheriff effective 3:01 p.m. on April 4, 2023 to perform the duties of the office of Sheriff until the vacancy created by the resignation of Sheriff Wolfe is filled by election. See instrument # [2023-0951](#)

SUPPLEMENTAL BUDGET HEARING

Judge Joyce opened the public hearing for consideration of Resolution R23-09: In the Matter of Fiscal Year 2022/2023 Supplemental Budget by Resolution Under Local Budget Law ORS 294.471. The purpose of the supplemental budget is to allocate Oregon State Fire Marshall and Homeland Security reimbursed grant funds in the Emergency Management fund that were not anticipated when the adopted budget was prepared; these funds will be used for projects approved by the State Fire Marshall and Homeland Security. No public comments were received. Commissioner Jacobs moved to approve Resolution R23-09. Commissioner Mendiola seconded and the motion passed unanimously. See instrument # [2023-0950](#)

COURT ADJOURNMENT

Judge Joyce adjourned the meeting.

MALHEUR COUNTY COURT MINUTES

April 26, 2023

The regularly scheduled meeting of the County Court was called to order by Judge Dan Joyce at 9:00 a.m. in the County Court Office of the Malheur County Courthouse with Commissioner Ron Jacobs and Commissioner Jim Mendiola present. Staff present was Administrative Officer Lorinda DuBois. Members of the media, public, and staff had the opportunity to join the meeting electronically or in-person. Notice of the meeting was posted on the County website, Courthouse bulletin board, and emailed to the Argus Observer, Malheur Enterprise, and those persons who have requested notice. The meeting was audio recorded. The agenda is recorded as instrument # [2023-1187](#)

PROCLAMATION - BUILDING SAFETY MONTH

Building Official Adele Schaffeld met with the Court and presented a proclamation declaring the month of May as Building Safety Month; also present in support of Building Safety Month were Kraig Stevenson, ICC (International Code Council) Government Relations Department; Casey Kump, Field Deputy State Fire Marshal; Jim Sayers, ICC Board of Directors; David Spencer, ICC Secretary/Treasurer; Elizabeth Bunga, Oregon City Plans Examiner; Jack Applegate, ICC Board of Directors; Clint Benson, Ontario Fire Chief; and Madison Scott and Elena Hammar from the County Building Department. Ms. Schaffeld provided an update on some of the outreach activities of the department including donation of books to the local schools. Fall training on the residential code will be held locally and continuing ed credits will be available.

Ms. Schaffeld read the proclamation:

PROCLAMATION - BUILDING SAFETY MONTH - MAY 2023

Whereas, our County is committed to recognizing that our growth and strength depends on the safety and essential role our homes, buildings and infrastructure play, both in everyday life and when disasters strike, and;

Whereas, our confidence in the resilience of these buildings that make up our community is achieved through the devotion of vigilant guardians—building safety and fire prevention officials, architects, engineers, builders, tradespeople, design professionals, laborers, plumbers and others in the construction industry—who work year-round to ensure the safe construction of buildings, and;

Whereas, these guardians are dedicated members of the International Code Council, a nonprofit that brings together local, state, territorial, tribal and federal officials who are experts in the built environment to create and implement the highest-quality codes to protect us in the buildings where we live, learn, work and play, and;

Whereas, these modern building codes include safeguards to protect the public from hazards such as hurricanes, snowstorms, tornadoes, wildland fires, floods and earthquakes, and;

Whereas, Building Safety Month is sponsored by the International Code Council to remind the public about the critical role of our communities' largely unknown protectors of public safety—our local code officials—who assure us of safe, sustainable and affordable buildings that are essential to our prosperity, and;

Whereas, "It Starts with You," the theme for Building Safety Month 2023, encourages us all to raise awareness about building safety on a personal, local and global scale, and;

Whereas, each year, in observance of Building Safety Month, people all over the world are asked to consider the commitment to improve building safety, resilience and economic investment at home and in the community, and to acknowledge the essential service provided to all of us by local and state building departments, fire prevention bureaus and federal agencies in protecting lives and property.

NOW, THEREFORE, we, the County Court of Malheur County do hereby proclaim the month of May 2023 as Building Safety Month. Accordingly, we encourage our citizens to join us as we participate in Building Safety Month activities.

Commissioner Jacobs moved to declare May 2023 as Building Safety Month in Malheur County. Commissioner Mendiola seconded and the motion passed unanimously.

Themes for this year's Building Safety Month are: Building Safety Starts at Home; Building Safety Professionals and You; Prepare Your Community; Advocate for Your Community; and Solving Challenges Together. Ms. Schaffeld thanked those present for their partnership.

AWARD OF AERIAL APPLICATOR CONTRACT

Weed Inspector Amanda Zander met with the Court. The Weed Department was granted two grants in March by Oregon Department of Agriculture; a small portion of the grants is for aerial applications (\$10,400). Applicators were contacted for weed treatment quotes; responses were received from two applicators. A committee was formed with Malheur Watershed Council and Pheasants Forever to review the quotes and the committee recommended that South County Helicopter LLC be award the contract. The Court had no objections to awarding the contract to South County Helicopter LLC.

CROSSING PERMITS

Commissioner Mendiola moved to approve Crossing Permit #19-23 to Windwave Communications for communication fiber work on Moores Hollow Road #673; Permit # 20-23 to Windwave Communications for communication fiber work on Old Oregon Trail Road #751; and Permit # 21-23 to Chris Payne for irrigation pipe work on Lee Road # 882. Commissioner Jacobs seconded and the motion passed unanimously. Original permits will be kept on file at the Road Department.

COURT MINUTES

Commissioner Jacobs moved to approve Court Minutes of April 12, 2023 as written. Commissioner Mendiola seconded and the

motion passed unanimously.

ODOT AGREEMENT - OPERATING 5311 FUNDING

Commissioner Jacobs moved to approve Public Transit Division Oregon Department of Transportation (ODOT) Agreement No. 35427, Operating 5311. Commissioner Mendiola seconded and the motion passed unanimously. Funding is in the amount of \$594,642 for administration and operations to provide general public commuter, demand response, ADA paratransit, and fixed route services in Malheur county with connections to Greyhound, Grant County Transportation District, Kayak Public Transit, and Oregon POINT services. General public route services are provided Monday through Friday with an abbreviated schedule on Saturdays. The agreement expires June 30, 2025. A subcontract will be drafted with Malheur Council on Aging and Community Services. A copy of the agreement will be returned for recording.

LETTER - FINDLEY/OWENS

The Court signed a letter to Senator Lynn Findley and Representative Mark Owens; the letter provides information on the steps the County is taking to conduct third-party analysis of the Treasure Valley Reload Center (TVRC) project (related to the County's legislative request for additional funding for TVRC). See instrument # [2023-1188](#)

AMENDMENT - IGA #169522

Commissioner Jacobs moved to approve Twelfth Amendment to Oregon Health Authority 2021-2023 Intergovernmental Agreement (IGA) for the Financing of Public Health Services, Agreement # 169522. Commissioner Mendiola seconded and the motion passed unanimously. The Program Element Descriptions in Exhibit B are modified as is the Fiscal Year 2023 Financial Assistance Award in Exhibit C. Program Element #63 MCAH LPHA Family Connects Oregon Community Lead is added by Attachment A. A copy will be returned for recording.

CONTRACT - WESTERN RIVERS CONSERVANCY

County Counsel Stephanie Williams presented the proposed Contract between Malheur County and Western Rivers Conservancy regarding Disaster Peak Ranch. Also present was Western Rivers Conservancy Vice President Nelson Mathews and Stewardship Director Mik McKee. WRC has indicated it will use its good faith efforts to maintain the property as a working ranch, however it might not always be a working ranch depending on economics. WRC has indicated it is not looking for any kind of tax relief based on its nonprofit status and will not apply for a conservation easement assessment (WRC currently does receive farm use assessment). Deed restrictions will be subject to the requirements of the USFWS Section 6 Grant. There is also a provision in the Contract that addresses mining. The Contract will be recorded after WRC receives its grant funding. Mr. Nelson and Mr. McKee thanked the Court and Ms. Williams for working on the agreement with WRC. Commissioner Jacobs moved to approve Contract between Malheur County and Western Rivers Conservancy Re: Disaster Peak Ranch. Commissioner Mendiola seconded and the motion passed unanimously.

BUREAU OF LAND MANAGEMENT (BLM)

Vale District BLM Public Affairs Officer Larisa Bogardus and Malheur Field Manager Jonah Blustain met with the Court. Also present was Planner Eric Evans. Mr. Blustain was introduced to the Court members; Mr. Blustain is the new Malheur Field Manager following the retirement of Pat Ryan. Mr. Blustain previously worked with BLM in Tonopah, Nevada. Mr. Blustain inquired if the Court had any questions on projects or the quarterly report of activities released earlier in the month. Mr. Blustain encouraged the Court to become a cooperating agency with BLM for the Grassy Mountain project. Mr. Evans is working with Mr. Blustain regarding the Lytle Boulevard Landfill power project. The Southeast Oregon RAC (Resource Advisory Council) will meet in June in McDermitt.

COURT ADJOURNMENT

Judge Joyce adjourned the meeting.

MALHEUR COUNTY BUDGET COMMITTEE MEETING MINUTES

APRIL 18-19, 2023

The Malheur County Budget Committee convened on April 18, 2023 at 9:00 a.m. in the County Court Office of the Malheur County Courthouse to consider the 2023/2024 budget with Judge Dan Joyce, Commissioner Ron Jacobs, and Commissioner Jim Mendiola; Budget Committee Member Lee Newman; and Budget Officer Lorinda DuBois present. Budget Committee Members Bob Skinner and Janice Belnap were absent. Those persons discussing the budget with the Budget Committee were present electronically or in-person as were members of the media and public. Notice of the meeting was published in the Argus Observer and on the County website and emailed to the Argus Observer, Malheur Enterprise, and those persons who have requested notice. The meeting was audio recorded. The agenda is recorded as instrument # [2023-1179](#)

BUDGET MESSAGE & APPOINTMENT OF CHAIR

Judge Joyce welcomed everyone and expressed appreciation for the volunteers service and thanked Ms. DuBois for her work on the budget. Commissioner Jacobs also expressed appreciation to the volunteers and Ms. DuBois. Judge Joyce agreed to Chair the meeting.

INFORMATION SERVICES (IS) DEPARTMENT

IS Director Joshua Kreger discussed and answered questions concerning Page 3 – Information Services; and Page 83 – IS Tech Fund. Small Equipment projects are to update the County Court remote meeting technology and (2) surface pros for the Commissioners. Cloud Services line item was eliminated; it was decided not to move to Office 365 because of costs.

COUNTY COURT

Page 2 – County Court was reviewed.

COUNTY COUNSEL

Page 4 – County Counsel was reviewed.

PREDATORY ANIMAL CONTROL

USDA APHIS/Wildlife Services Wildlife Specialist Scott Phillips gave an update on predatory animal control activities and answered questions; funding requested for the Wildlife Services program is \$87,000. Page 21 - Non Program, line-item 5-20-8020 Predatory Animal Control also includes funding for the County's landowner cost share fly program. See instrument # [2023-1181](#) for the written correspondence.

ADMINISTRATIVE OFFICE

Page 7 – Administrative Office was reviewed. Outside Consultation is a new line-item and is for services from HR Answers.

COURT SECURITY; DRUG COURT; MEDIATION

Trial Court Administrator Marilee Aldred discussed Page 62 – Court Facilities Security; Page 63 – State Drug Court Fund; and Page 64 – State Mediation Fund. These are special fund budgets and can only be used for specific uses designated for the fund.

JUVENILE DEPARTMENT

Juvenile Department Director Ted Martinez discussed and answered questions concerning Pages 15-16 – Juvenile Department; Page 59 – Juvenile Crime Prevention; and Page 72 – MS 11 Detention Fund. The department currently has a counselor vacancy, office manager vacancy, and the clerk position will be vacant soon. Three new desks are requested in the Small Equipment line-item. Grant revenues are projections; the State should solidify the numbers in May. Detention costs have increased.

WATERMASTER

Page 35 – Watermaster was reviewed. The State Watermaster office is in the Courthouse; the budget is \$1,000.

ECONOMIC DEVELOPMENT FUND

Page 39 – Economic Development Fund was discussed. This budget includes funding to support operations of Malheur County Development Corporation (MCDC); funding for a County Economic Development Coordinator (vacancy is currently advertised); and funding for other entities such as the Bookmobile, Special Transportation Fund, SWCD and SREDA. Revenue in this fund is from lottery dollars.

ASSESSOR'S OFFICE

Assessor Dave Ingram discussed and answered questions concerning Page 6 – Assessor; and Page 68 – GIS Maintenance Fund. Mr. Ingram presented the County Assessment Function Funding Assessment (CAFFA) grant application through Department of Revenue to the Court in March; this grant partially funds the office and certifies budget appropriations for the department; Department of Revenue has approved the grant.

CLERK'S OFFICE

Clerk Gayle Trotter discussed and answered questions concerning Page 5 – County Clerk; and Page 69 – Clerk Records Fund. Presidential Primary election is in 2024. Rank Choice Voting legislation is currently under consideration in Oregon.

LAW LIBRARY

Page 50 – Law Library was reviewed.

PLANNING DEPARTMENT/ENVIRONMENTAL HEALTH DEPARTMENT

Planning Department Director/Interim Environmental Health Department Director Eric Evans discussed and answered questions concerning Page 18 – Planning/Zoning; Page 19 – Solid Waste; and Page 31 – Environmental Health. Contracted Services in the

Planning budget is for a possible future residential lands project. Maintenance increase in Solid Waste is for engineering services for the DEQ financial assurances plan cost estimates for the landfill closure and reclamation. Additionally, the methane monitoring consultant is retiring and it is unknown at this time how much a replacement consultant may be. Telephone/Internet is for the Landfill after the power project is completed. An EH Specialist position was added to the Environmental Health budget.

POVERTY TO PROSPERITY (P2P)

Riley Hill with Poverty to Prosperity requested funding to support efforts of P2P. Mr. Hill has been meeting with BOLI discussing youth apprenticeship programs; he is also on the Governors Housing Production Advisory Council. Funding to support P2P is appropriated from the Technical Assistance line in the Economic Development budget. Commissioner Jacobs suggested contributing \$10,000 to P2P; Judge Joyce concurred and Commissioner Mendiola concurred.

TAYLOR GRAZING FUND

Page 54 – Taylor Grazing Fund was reviewed; this is federal funding and is used for range improvement projects. \$25,000 is transferred to the County weed department.

SPECIAL TRANSPORTATION FUND

Page 58 – Special Transportation Fund was reviewed. Revenue is ODOT Grant funds for transportation purposes and the County subcontracts with MCOA&CS to provide the services. The “5311 Match” is in this budget.

MENTAL HEALTH FUND

Page 65 – Mental Health Fund was reviewed; funds are from the State and passed thru to Lifeways for mental health services.

DOG CONTROL/ANI-CARE ANIMAL SHELTER

Amanda Grosdidier with Ani-Care Animal Shelter discussed the “Dog Control” line-item on Page 21 – Non Program. Ani-Care is requesting a 10% increase to its contract (\$3,730.82 per month). The contract is for abandoned or stray canines located in Malheur County – not city limits. There are extra funds in this line-item in case needed for situations such as quarantine holds.

ONTARIO COMMUNITY LIBRARY

Ontario Community Library Director Darlyne Johnson discussed Page 34 – Ontario Community Library. The library is requesting funding for Bookmobile services outside the District’s boundaries; the District requested \$10,000. The funds are transferred from the Economic Development budget to the Library budget.

45TH PARALLEL FUND

Page 73 – 45th Parallel Fund was reviewed; funds can only be expended upon the agreement of the District Attorney and County Court. District Attorney Goldthorpe has previously indicated he would not object to transferring the funds out of this budget.

RELOAD/INDUSTRIAL PARK PROJECT

Page 76 – Reload/Industrial Park Project was reviewed; the interest and principal payment for the Special Public Works Fund loan is budgeted in this fund. (The funds are transferred from the Economic Development Fund.)

OPIOID SETTLEMENT FUND

Page 78 – Opioid Settlement Fund was reviewed; these funds can only be used for specific purposes as stated in the settlement agreement.

INSURANCE RESERVE

Page 81 – Insurance Reserve was reviewed. The County is self-insured for unemployment.

CAR POOL FUND

Page 82 – Car Pool Fund was reviewed. The fleet management software program will be removed; other alternatives are being looked at.

GENERAL COUNTY EQUIPMENT FUND

Pages 84-85 – General County Equipment Fund was reviewed. The Courthouse phone system, postage machine and copy machine are in this fund. Saving for specific future projects is also in this budget. The Sheriff’s storage facility that was in this fund is now Sheriff Equipment - in-car computers and cameras and body cams were purchased and future funding will be needed to update and replace the equipment.

The meeting recessed for lunch.

The meeting resumed after lunch.

The County budget meeting was closed and the Malheur County Agricultural Educational Extension Service District budget meeting was opened.

EXTENSION TAX SERVICE DISTRICT

Notice of the Malheur County Agricultural Educational Extension Service District budget meeting was published in the Argus Observer. OSU Eastern Region Regional Director Natalie Kinion and Malheur Experiment Station Director Stuart Reitz reviewed the budget for the tax service district. Also present were Extension District Advisory Board Members Jeff Burkhardt and Paul Skeen. Funds are split between Extension Service and the Experiment Station. The Experiment Station uses the funds primarily for personnel. The Extension Service uses the funds for personnel and operating expenses. There is a large amount of funds in Contingency, partly due to a shortage of staff. The Crops/General Ag Education agent will start July 2023. Mr. Skeen expressed his thoughts on the importance of the Experiment and Extension programs.

The Extension Service District budget meeting was closed and the County budget session was reopened.

EXTENSION SERVICE

Page 36 – Extension Service was discussed. The County provides an Office Manager at the Extension Office. No County funds are proposed in the Materials & Services budget. The Extension Service requested that County general funds be reinstated in the Materials & Services budget in the amount of \$14,904. Ms. Kinion explained that an advisory council was formed and it is hoped to create a position from the carryover funds in the Tax Service District budget.

MALHEUR COUNCIL ON AGING & COMMUNITY SERVICES (MCOA&CS)

MCOA&CS Transportation Project Manager Brittany White discussed the funding request to help support public transportation services. \$15,000 was requested to utilize as match funds for the 5311 transportation grant; this request is in the Special Transportation Fund budget.

VETERANS SERVICE

Veterans Service Officer Connie Tanaka discussed and answered questions concerning Page 32 – Veterans Service; and Page 66 – CVSO Expansion Fund. Mr. Tanaka assists veterans with filing for service connected disability compensation; non-service connected pensions; education benefits; VA home loan certificates of eligibility; state benefits such as property tax exemptions, free hunting and fishing licenses, state parks passes, permanent veterans license plates; rides to medical appointments; and also assists surviving spouses of veterans with survivor pensions, property tax exemptions, dependency and indemnity compensation, and burial and plot allowances.

COURTHOUSE

Maintenance Supervisor Don Dalton discussed and answered questions concerning Page 17 – Courthouse. Capital Outlay proposed project is to epoxy the foyer of the Sheriff's Office. Mr. Dalton also plans to do some LED lighting upgrades.

EXTENSION SERVICE

The Extension Service fund was further discussed. Currently the proposed budget is funding through the County general fund only for the salary and payroll costs of the County office manager position. No County general funds are proposed for Materials and Services as the Tax Service District budget has over \$1.4 million in Contingency. (Extension has requested \$14,904 from County general fund for Materials & Services.)

TREASURER/TAX OFFICE

Treasurer/Tax Collector Jennifer Forsyth discussed Page 8 – County Treasurer/Tax. Travel was increased as Ms. Forsyth will no longer be sharing travel costs with the Baker County Treasurer due to her retirement. Office Supplies includes funds for a new safe.

SHERIFF'S OFFICE

Undersheriff Dave Kesey, Lieutenant Rachel Reyna, and Lieutenant Jim St. Michell discussed and answered questions concerning Pages 22-23 – Sheriff; Pages 24-25 – Jail; Page 26 – MCSO Communication Center; Page 27 – Emergency Management; Pages 48-49 – Community Corrections; Page 51 – Boat License Fund; Page 52 – Corrections Assessment; Page 55 – Task Force Fund; Page 60 – 911 Fund; Page 61 – Traffic Safety Fund; Page 67 – Search and Rescue Fund; Page 71 – Federal Forfeitures Fund; and Page 80 – Work Release Construction Fund.

Pages 22-23 – Sheriff: A Recruitment Expense line was added; Rent revenue is from the business renting in the recently purchased Ironhead property; the Custodial Contract is for weekly cleaning service in certain areas of the facility; Small Equipment includes the annual taser payment; and Capital Outlay is for vehicles.

Pages 24-25 – Jail :Capital Outlay is for a washer and dryer.

Page 26 – MCSO Communication Center: Dispatch has two vacancies

Page 27 – Emergency Management: Some of the projects in the current fiscal year may not be completed and will carry over into this next fiscal year.

Pages 48-49 – Community Corrections: An additional probation officer position was added; increased the Training Equipment line-item - includes the taser contract; and Small Equipment is for rotation of computers (10), 2 handheld radios, and 1 car radio. Supervision fees can no longer be collected due to legislative changes. The majority of revenue is from Department of Corrections.

Page 51 – Boat License Fund: Idaho Power donated a boat and the Court previously approved using ARPA funding to replace the engine for use on the Snake River. This fund pays for 1 full time marine deputy and 5 months of a second deputy. A new boat is coming from Oregon State Marine Board; after it is received the North River boat will be sold.

Page 52 – Corrections Assessment: This fund helps pay for the Program Coordinator; jail programs are in the jail and at Community Corrections.

Page 55 – Task Force Fund: Has a very small amount of funds remaining.

Page 60 – 911 Fund: Funds are transferred once a year to the MSCO Communication Center.

Page 61 – Traffic Safety Fund: Small amount of funds in this budget.

Page 67 – Search and Rescue Fund: The Sheriff plans to buy equipment with the remaining funds in this budget and close this fund.

Page 71 – Federal Forfeitures Fund: Reporting for this fund is getting caught up.

Page 80 – Work Release Construction Fund: Community Corrections no longer has a Work Release Center. Lt. St. Michell explained that the HVAC units at the Community Corrections facility need replaced and inquired if funding in the Work Release Construction Fund could assist with the associated replacement costs.

The meeting recessed for the day.

MALHEUR COUNTY BUDGET COMMITTEE MEETING MINUTES

April 18-19, 2023

The Malheur County Budget Committee continued its meeting on April 19, 2023 at 9:00 a.m. in the County Court Office of the Malheur County Courthouse to consider the 2023/2024 budget with Judge Dan Joyce, Commissioner Ron Jacobs, and Commissioner Jim Mendiola; Budget Committee Members Janice Belnap and Lee Newman; and Budget Officer Lorinda DuBois present. Budget Committee Member Bob Skinner was absent. Those persons discussing the budget with the Budget Committee were present electronically or in-person as were members of the media and public. Notice of the meeting was published in the Argus Observer and on the County website and emailed to the Argus Observer, Malheur Enterprise, and those persons who have requested notice. The meeting was audio recorded.

WEED CONTROL

Weed Inspector Amanda Zander discussed and answered questions concerning Page 37 – Weed Control. Additional BLM Fire Grant funds are expected. Parts & Repair and Travel/Training line-items were increased this next fiscal year; Capital Outlay is to replace the truck bed.

ROAD DEPARTMENT

Road Supervisor Dave Tiffany discussed and answered questions concerning Page 33 – Marine & Park; Pages 41-43 – Road Fund; Page 44 – Major Bridge Fund; Page 45 – Road Equipment Fund; and Page 46 – Road Improvement Fund.

Page 33 – Marine & Park: Marine Board MAP funds is a prediction based on previous years. Vale Oregon Irrigation District contributes \$2800 annually that is receded into Bully Creek Park Fees. Bureau of Reclamation does not directly contribute funding for park operations.

Pages 41-43 – Road Fund: The Exchange Fund program through ODOT may be ending - Mr. Tiffany was advised to budget \$250,000 for this next fiscal year for the program. Several line-items were increased such as Shop Tools & Supplies, Tires, and Cattleguards. Rental Expense/Taxes is for the Brogan property that is rented out. Rental Equipment is for rental of equipment the Road Department may need.

Page 44 – Major Bridge Fund: \$50,000 was transferred from the Road Fund to the Major Bridge Fund.

Page 45 – Road Equipment Fund: Two graders will be paid off in December 2024.

Page 46 – Road Improvement Fund: There have been no landowner road improvement projects in many years.

DISTRICT ATTORNEY'S OFFICE

District Attorney Dave Goldthorpe and Management Assistant Sasha Goodell discussed and answered questions concerning Pages 9-10 – District Attorney; Page 11 – VOCA Grant/DA; Page 12 – CAMI Grant/DA; Page 14 – CFA/DA; and Page 53 – DA Enforcement. It is hoped that the TCATT grant will continue; the grant renewal is in October. The proposed budget is reflective of the TCATT grant not continuing; if it is continued a supplemental budget will be done. Mr. Goldthorpe requested an increase to his salary supplement; the requested budget is \$12,000 and the proposed budget is the current amount of \$10,000. An additional Legal Assistant position was also in the requested budget; it is not in the proposed budget. Legislative changes have put more burden on the office such as 30 days to provide full discovery and recording of grand jury proceedings; additionally there is more usage of body cams and dash cams by law enforcement. There is currently legislation in the Ways and Means Committee that would fund victims advocates services through State funding rather than through competitive grants. Victims services is a constitutional requirement. Ms. Goodell also expressed support for the requested new legal assistant position. See instrument # [2023-1182](#) for the written correspondence.

SURVEYOR

Surveyor Derrick McKrola discussed Page 38 – County Surveyor; and Page 47 – Surveyor Corner Preservation Fund. Materials & Supplies was increased for software licensing and training and Travel was increased for conferences.

SOIL & WATER CONSERVATION DISTRICT (SWCD)

SWCD Director Bret Cleaver discussed activities of SWCD, shared a power-point of project photos on how the SWCD assisted landowners in the County over the last year, and answered questions; financial support in the amount of \$25,000 to retain newly hired staff as they are unable to increase grant funded salaries without providing additional match during the application process was requested. Funds for SWCD are appropriated from the Technical Assistance line in the Economic Development budget. See instrument # [2023-1183](#) for the written correspondence.

SNAKE RIVER ECONOMIC DEVELOPMENT ALLIANCE (SREDA)

SREDA Executive Director Kristen Nieskens requested funding to support SREDA. SREDA encompasses Payette and Washington Counties (Idaho) and Malheur County and markets the 3 counties in 2 states as 1 region. Membership dues for public entities is based on a \$1/population, but not to exceed \$10,000. See instrument # [2023-1184](#) for SREDA's 2022 Annual Report, Action Plan, Operating Budget, and April 2023 Staff Report.

FAIRGROUNDS

Fairgrounds Manager Dawnita Haueter and Board member Jennifer Hall discussed Pages 56-57 – County Fair Fund. Numerous changes to the Fair budget were requested; additionally it was requested that the County contribute \$25,000 from the Economic Development Fund to the Fair Fund. Increases were requested to Gas, Utilities; License Dues; Solar Project; Water; Power, Electric; Office Supplies; Cleaning Fee Refund; Advertising, Publicity; Fair Contracted Services; Commercial Building Security Fee; Fair Judges/Consultants; and Commercial Building Rent. Admission rates to the Fair and the rodeo were discussed.

HEALTH DEPARTMENT

Health Department Director Sarah Poe discussed Pages 28-29 – Health Department; and Page 30 – Medical Investigation.

Pages 28-29 - Health Department: The majority of the Health Department budget pays for staff. Approximately \$250,000 in COVID funding is rolling over to the 2023/2024 fiscal year; \$265,000 for workforce development from the CDC is expected to be received; and \$302,000 in optional FEMA reimbursement funds were received (this was a huge project that staff undertook). Family Connects is a new home visiting program rolling out and the Health Department is an early adopter; over \$200,000 was received for the community alignment work. This program has expanded the Home Visiting Program to the point that a Home Visiting Supervisor position was created for the next fiscal year. Rent is a new line-item; grants do not allow for building maintenance expenses but some do allow for rent expenses.

Page 30 - Medical Investigation: Dr. Brauer is the Medical Examiner; when he determines that an autopsy needs to be performed that expense is in this budget. Unattended deaths are investigated by deputy medical investigators (law enforcement); deputy medical investigators received \$35 per unattended death and this expense is also in this budget.

The meeting recessed for lunch.

The meeting resumed after lunch.

ONTARIO JUSTICE COURT

Justice of the Peace Margie Mahony discussed Page 13 – Ontario Justice Court. Rent and the Data Processing Expense contracts slightly increased.

ECONOMIC DEVELOPMENT

Funding for SWCD is allocated from the Technical Assistance line-item in the Economic Development Budget; SWCD has requested \$25,000. The Fair requested \$25,000 from the Economic Development budget; no transfer of funds to the Fair is in the proposed budget. Consensus of the budget committee was to appropriate \$10,000 for SREDA (from the Technical Assistance line-item); and \$25,000 for SWCD.

EXTENSION SERVICE

The Extension Service budget was again discussed. Mr. Newman expressed support for contributing additional support to the Extension Service budget as the number one economic engine of our County is agriculture. It was discussed that the County general fund support for Materials & Services has become smaller as the Tax District's Contingency has grown.

The County budget meeting was closed and the ASD budget meeting was opened.

AMBULANCE SERVICE DISTRICT (ASD)

ASD Director Jeff Rodgers reviewed and answered questions concerning the ASD budget; notice of the budget meeting was published in the Argus Observer. The Vehicle Replacement Fund and Direct Payments to Providers line-items were increased. The Protocol Expense line-item is for an app the providers use. The ASD Coordinator position was reduced to part-time so there is a savings in personal services.

The ASD budget meeting was closed and the County budget meeting was reopened.

BUILDING DEPARTMENT

Building Official Adele Schaffeld discussed Pages 74-75 – Building Department. A Plumbing Inspector position is proposed for the next fiscal year; it is hoped to advertise soon and have the person start work in July. Ten individuals attended the non-residential code training yesterday; a residential training will be held in the Fall and continuing ed credits may be available. (This is State training hosted by the Building Department.) Eastern Oregon Border Board has a Housing Incentive Program for new construction and a Property Improvement Rebate Program for properties in the Border Region (Vale does not participate in the programs.) The City of Ontario has its own building department; the County Building Department does the plumbing and electrical programs for the City of Ontario.

GENERAL FUND NON-DEPARTMENTAL REVENUES

Page 1 – General Fund Non-Departmental Revenues was reviewed; these are revenue sources not tied to a specific department.

Page 21 - Non Program was reviewed; it is planned to resurface and stripe the parking lot at the Goodfellow building this next fiscal year. Predatory Animal Control and Dog Control are in this fund. Both union agreements expire December 2024. County Parks is funding that can be used to assist Brogan Community Society with maintenance costs of the Brogan Park; the property is owned by the County; and receipts for reimbursement are required. The transfer to the Insurance Reserve fund is also in this budget.

ECONOMIC DEVELOPMENT FUND

Page 39 – Economic Development Fund. The Technical Assistance line includes: SWCD - \$25,000; SREDA - \$10,000; and Poverty to Prosperity - \$10,000; and \$35,000 for ODOT requests tied to funding requirements. Transfers are: Special Transportation Fund - \$15,000; Bookmobile - \$10,000; Extension Service - \$20,000; Reload/Industrial Park Project - \$76,500; transfer of funds to the Fairgrounds was not approved.

FAIRGROUNDS

The County Fair Fund was further discussed; frustration was expressed with the preparation of the Department Requested budget and the numerous changes requested at the budget committee meeting earlier in the day. After discussion, consensus was to make the requested changes to the proposed budget (with the exception of transferring \$25,000 from Economic Development to

the Fair Fund).

SPECIAL TRANSPORTATION FUND

Page 58 – Special Transportation Fund was further reviewed; ODOT Grant revenues will be updated as needed when the ODOT agreements are received.

AMERICAN RESCUE PLAN

Page 77 – American Rescue Plan was reviewed. Funds must be expended per the requirements of the American Rescue Plan Act (ARPA); COVID response, mitigation and prevention; and provision of government services under the loss revenue category. Several projects have been completed, or are in various phases, with these funds.

LOCAL ASSIST LATCF

Page 79 – Local Assist LATCF (Local Assistance and Tribal Consistency Fund) was reviewed; these funds are to be used to stabilize the programs the County government provides; and reporting requirements for these funds are following the ARPA reporting requirements. \$2 million has been committed for construction of Track C of the Treasure Valley Reload Center; and \$1.4 million was used to purchase the Ironhead property for use by the Sheriff's Office. An admin fee is proposed in this budget.

GENERAL COUNTY CONTINGENCY

Page 20 - General County Contingency was \$5,407,386.

APPROVALS

Judge Joyce moved to approve the budget for the Malheur County Ambulance Service District for the 2023-2024 fiscal year in the amount of \$299,910. Commissioner Mendiola seconded and the motion passed.

Judge Joyce moved to approve the budget for the Malheur County Agricultural Educational Extension Service District for the 2023-2024 fiscal year in the amount of \$2,043,053; and moved to approve property taxes for the 2023-2024 fiscal year at the rate of \$0.23 per \$1,000 of assessed value for operating purposes in the District Special Fund. Commissioner Mendiola seconded and the motion passed. Mr. Newman requested that the Extension budget be revised before its adoption.

Mr. Newman moved to approve the budget for Malheur County for the 2023-2024 fiscal year in the amount of \$62,266,601; and moved to approve property taxes for the 2023-2024 fiscal year at the rate of \$2.5823 per \$1,000 of assessed value for operating purposes in the General Fund. Commissioner Jacobs seconded and the motion passed.

See instrument # [2023-1185](#) for the agreed upon changes.

ADJOURNMENT

The meeting was adjourned.

CITY OF ONTARIO
DIVERSITY ADVISORY COMMITTEE MINUTES
Wednesday, March 15, 2023
Ontario City Hall Council Chambers 5:30 pm

1. Roll Call:

Members Present: Vice Chair Billy Carter, Janet Komoto, Benjamin Merrill, Antonio Sunseri, Leanne Swetland, Steffani Gilbert. Quorum met.

Members Absent: Chair Thomas Moreno.

City Council Liaison Eddie Melendrez was present.

City Manager Dan Cummings was present.

HR Director/Asst. to City Manager Corinna Hysell was present.

2. Motion to Adopt the Agenda:

Carter moved, Sunseri seconded to adopt the agenda as presented. Motion passes 6-0-0.

3. Approval of minutes from the February 15, 2023 meeting:

Sunseri moved, Swetland seconded to approve the minutes. Motion passes 6-0-0.

4. Old Business:

- a. Again, we reviewed the Chapter 14 DAC draft in the Code of Ordinances and we came up with civil rights language that should be inserted in between the first and second paragraphs of 2-14-1:

Committee appointments shall not discriminate on the basis of race, color, religion (creed), gender, gender expression, age, national origin (ancestry), disability, marital status, sexual orientation or military status.

Remove the first sentence of paragraph 2: ~~The committee shall be reflective of the City demographics including to the best degree possible age.~~

Carter suggested that we go back to the original language in 2-14-9 and just change the "he" and "his" references to "they" or "their". See Cummings attachment to these minutes where both the above items were corrected.

- b. Cummings reported on the terms of office as requested from the last meeting. All terms expire on December 31. Komoto expires 2023, Moreno & Sunseri expire 2024, Carter, Merrill and Swetland expire in 2025 and Gilbert expires 2026.

5. New Business:

- a. Councilor Ken Hart presented information about the Ontario Promise Program. It can fund up to 2000 college savings accounts this year for students grades 1-12, but only 108 students have signed up so far. The DAC did not discuss whether we wanted to be involved or not.
- b. We reviewed the DAC pamphlet briefly. Swetland suggested adding the word "equity" to one of the values listed in the pamphlet. We agreed that the pamphlets in English, Spanish and Somali should be updated.

Sunseri moved, Swetland seconded a motion to add the word "equity" and remove members' email addresses from the pamphlets so they do not have to be constantly updated. Motion passes 6-0-0.

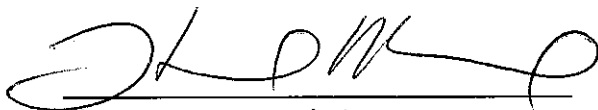
- c. The DAC has a Facebook page. There was some discussion about who should administer the page, and possibly "hiding" inappropriate comments. You can "hide" comments but not delete them. It was suggested that the Chair and the Secretary oversee the Facebook page but no action was taken as the Chair was not present.
- d. How should DAC be participating in Cultural and other events? Should we distribute our pamphlets or register people to vote at events such as Global Village?
Spring Fling downtown is April 1. There is a Caretakers Conference on April 22.
- e. Items for the next meeting's agenda:
 - 1. Merrill would like to present TVCC statistics regarding equity and diversity of programs. Are they reflective of the community?
- f. Next meeting April 19, 2023 at 5:30 pm.

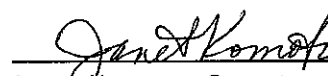
6. **Adjournment:**

Komoto moved, Merrill seconded to adjourn at 6:51 pm. Motion passes 6-0-0.

- 7. Attachments dated 3/17/2023 from Cummings amending the language the committee wants to use for Title 2 Chapter 14 of the Ontario Municipal Code.

ACCEPTED:


Thomas Moreno, Chairperson


Janet Komoto, Secretary

Title 2 Chapter 14 of the Ontario Municipal Code shall be amended by removing the words lined through and adding the words that are underlined as follows:

2-14-1 Diversity Advisory Committee established.

A Diversity Advisory Committee is established composed of seven (7) members representative of varying area cultures and ~~socio-economic~~ socioeconomic circumstances. Consideration for broad representation reflective of the community shall be the primary factor in selection of the committee members. Recommendations from community associations that represent diverse populations shall be an additional contributing factor for selection of committee members.

Committee appointments shall not discriminate on the basis of race, color, religion (creed), gender, gender expression, age, national origin (ancestry), disability, marital status, sexual orientation or military status.

~~The committee shall be reflective of the City demographics including to the best degree possible age.~~ Membership must represent more than two (2) different ethnicities, cultures, generations, genders, and/or ~~socio-economic~~ socioeconomic statuses. No one ethnicity, culture, or ~~socio-economic~~ socioeconomic status shall be represented by more than fifty percent (50%) of the committee membership.

2-14-2 Term(s) of office.

All seats shall be filled through an open application process with final selection by the Mayor with consensus of the City Council. Upon establishment of the committee, members will serve staggered terms: Three (3) members will serve three (3) year terms, two (2) members will serve two (2) year terms, and one member will serve a single year term.

Following the first staggered term, each appointed member shall serve three (3) year terms running from January 1st to December 31st.

2-14-6 Duties and responsibilities.

The Diversity Advisory Committee shall elect a Chair, Vice-Chair, and Secretary on an annual basis for one year terms. The Chair shall serve no more than three (3) consecutive terms.

The Diversity Advisory Committee serves to provide a means of intentional communication between the community's diverse cultures and communities with the City's elected and appointed officials. The Committee also provides representatives that the City's varying area cultures and ~~socio-economic~~ socioeconomic circumstances can contact with issues, concerns, and problems which relate to the City. This enhanced communication will assist in the development of a stronger community that is respectful of all nationalities, races, genders, ethnic groups, ages, and socioeconomic classes and cultures.

The Diversity Advisory Committee shall review policy, advocate for opportunities (e.g. grants or projects), and report back to the City Council on these matters at regular intervals.

2-14-9 Members—Prohibited acts.

A member of the Diversity Advisory Committee shall not participate in any Committee proceeding or action in which the following has a direct or substantial financial interest:

A member or ~~his~~ their spouse, brother, sister, child, parent, father-in-law, mother-in-law, any business in which ~~he has~~ they have been serving or has served in the previous two (2) years or any business with which ~~he is~~ they are negotiating for or has an arrangement or understanding concerning a prospective partnership or employment, any actual or potential interest shall be disclosed at a meeting of the Committee where the action is being taken.



HOMELESSNESS TPM AD-HOC MEETING MINUTES March 9, 2023

The scheduled meeting of the Ontario Homelessness TPM Ad-Hoc Committee was called to order by Dan Cummings at 5:30 p.m. on Thursday, March 9, 2023, in the Council Chambers of City Hall. Committee members present were Manny Alvarado, Penny Bakefelt, Marc Berg, John Breidenbach, Christine Hood, and Eddie Melendrez. Sandy Kendall was absent.

Staff present was Dan Cummings, Tori Barnett, Corinna Hysell, and Jeremy Green.

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

ELECTION OF CHAIR, VICE-CHAIR, SECRETARY

Tori Barnett, City Recorder, stated John Breidenbach had put his name out for Chair of the Committee. Hearing no further names submitted, and with the consent of the Committee, Mr. Breidenbach was elected Chair. Penny Bakefelt submitted her name for Vice-Chair. Hearing no further names submitted, and with the consent of the committee, Penny Bakefelt was elected Vice-Chair. Tori Barnett submitted her name for Secretary. Hearing no further names submitted, and with the consent of the committee, Tori Barnett was elected Secretary.

PLEDGE OF ALLEGIANCE

Chair Breidenbach led everyone in the Pledge of Allegiance and asked that it be added to future agendas.

PACKET

Establishing Resolution #2023-101

The committee was provided a copy of the establishing resolution for the committee. It was recommended that each member review the resolution to see the duties, responsibilities, authority, expectations, etc., the Council was placing on the committee.

Membership Roster

The committee was provided a current list of the membership and asked to provide the Secretary with any changes to the roster as they occurred. This would help keep it up to date.

Camping Ordinance/Campsite Removal Policy/Discussion of Process

Jeremy Green, City Attorney, stated what the committee had was a draft of the Time, Place, Manner regulations concerning homeless camping. These regulations were required in the event a city or county desired to regulate the acts of sitting, lying, sleeping, or keeping warm and dry outdoors on public property. If the city was not interested in imposing those types of regulations, the camping ordinance would not be necessary. It was his understanding the city was desirous of having those regulations, so what the committee had was a starting point for the development of regulations consistent with HB3115. HB3115 mandated that these TPM regulations be in full force and affect no later than June 30, 2023. That same HB read that with respect to those regulations, they must be objectively reasonable as to Time, Place, and Manner. The proposed document was a starting point, and he was not married to any of the proposed regulations. It was to initiate conversation with the committee. It was the hope that the committee would provide recommendations to the Council as it related to the TPMs. There was plenty of time to accomplish this goal. He was there to answer questions and provide input as requested.

Mr. Berg stated he read in HB2404 something about rescinding 3115. Was there any validity to that?

Mr. Green stated he was not aware of any legislation that gained traction to repeal HB3115.

Chair Breidenbach stated Mr. Green had mentioned the committee had plenty of time to work on this, so did they want to jump in and go line by line or was there another way to approach it.

Mr. Green stated some committees had gone through them, not necessarily line by line, but section by section. He would be happy to do that if that was the direction the committee wanted to go. Or, if they had reviewed them and they'd like to ask or discuss specific components of the TPMs, he could go that direction.

Mr. Alvarado stated his concern was that he did not know where the baseline was. There were definitions in camping regulations, but was there a starting point on what the minimum requirements were for what they were obligated to provide, and what those were, before they started putting regulations in place. What were they required to provide going forward?

Mr. Green stated they might not like the answer. HB3115 did not specify the do's and don'ts. It did not provide parameters for purposes of developing these regulations. It read that they had to be objectively reasonable as to Time, Place, and Manner with regard to persons experiencing homelessness. That was right from the actual legislation. What they had done, they took what had been developed through the League of Oregon Cities and other municipal attorneys and cities within Oregon, and counties that had already started this process, and pulled from those examples or templates, and put in front of this committee something similar to what regulations other municipalities were currently considering.

Mr. Alvarado did not like that answer but understood. Along that line, he was curious that, did they meet the state constitutional rights that people had? Who decided what was reasonable? If they had to determine it was reasonable and responsible, did they use that as a baseline? Did they find it was unreasonable or unconstitutional to put something in place that they might not want to have in place?

Mr. Green stated that was, in large part, why they were meeting. His hope was that the committee would identify conceptual Time, Place, Manner regulations they would like to impose. That would be reviewed and analyzed from a constitutional position and compared to case law that had been developed over the past five to ten years. That was where most of the legal challenges were currently coming from. Staff would do their best to ensure that it met or passed the constitutional review. He believed if they stayed within the goalposts that other cities had established, and stayed consistent with the federal and state case law that was developed, it very likely would be lawful. However, with something like this, not dissimilar from marijuana-driven legislation, no one really knew until it was tested through the court system. He believed if they could avoid that, he'd rather not have Ontario's regulations tested in the court system, so to the extent they could adopt regulations that were already being adopted, at least in concept by other cities, or that were based upon well-established case law, it was more likely than not going to be lawful and above reproach.

Mr. Berg stated that Mr. Cummings had been involved in this for a while; could he provide some background on what the city had done so far or discussed in other meetings regarding where the city planned to go with some of these policies.

Mr. Cummings stated this was it. This was the beginning point. The city had the attorney write up the codes based on what was needed here, and this committee would be tackling it. None of these items had been discussed with the City Council. They wanted to put regulations in place, so staff wrote those up and the Council created the current ad hoc committee to obtain citizen input.

Mr. Melendrez verified one of their tasks for Time, Place, and Manner was to find that place, or was that something that they'd need guidance on from staff or Council, regarding the Place.

Mr. Cummings stated that was correct. Once they had the TPMs in place, if they were going to remove someone, and they were truly homeless and had no other options, the city would have to help find a place for them to move to. That might be a piece of property that they could set up camp on and not violate any of the new regulations, it might be that they went to Community in Action and could get into one of the homes they had, it might be Lifeways, but yes, that would have to be tackled. But, the first thing was to get this in place so that if someone was camped in a public park or downtown on the street, there would be an ordinance in place that would allow staff to say they couldn't be there. Part of the rules was to determine where they would go. That was the next step after this.

Chair Breidenbach verified step one was to create the ordinance about camping, and step two was for an ordinance to enforce the camping and those tasks. Those two issues were in their packet, items C and D.

Mr. Green stated that was correct. There were two different types of ordinances or city legislation before them – one, the TPM, the other was the campsite removal policy. That particular policy was mandated under ORS 195.500.

Chair Breidenbach stated when they spoke of the ordinances, with the issue being that it was created because of the homeless situation, it would affect anyone, homeless or not. Camping rules would have to be followed by everyone. No one would be allowed to camp in certain areas.

Mr. Green stated that was correct. It was not limited to homeless individuals.

Ms. Hood stated she appreciated the legalities of wanting to get something through that would not be challenged, to go the easy way, but she wanted original thought. She did not want to steal things from counties or cities that might or might not work for Ontario. They had to be willing to think outside of the box. Ontario was very unique, and she was concerned that copying and pasting from other cities, while the easy road, might not be the right road. Just because an idea was popular, did not make it right. That was her concern in not rushing through the draft, and not reviewing it line by line. She wanted to ensure original thought was not looked over because it was easier.

Mr. Green stated he was not suggesting the committee adopt what other cities had created. He suggested they start with some common components, or some often accepted TPMs regulations, and from there, refine those to make them specific to Ontario. He agreed that what worked in Ontario might not work in Madras, or vice versa. It needed to be tailored and specific to the City of Ontario.

Mr. Alvarado stated with the draft before them, was that based on the goalposts that Mr. Green mentioned earlier?

Mr. Green stated yes. It was based upon what had been developed with LOC. It was based upon what they had reviewed with other municipalities and counties, and what they believed were components of TPMs that Ontario should consider. They could diverge from that. If they diverged from components or aspects of the draft ordinance, the committee would be alerted if it was believed there was any type of legal question. That was his job. But, this was something to start with. As an example, Section 2.1. In that section, they identified the time frame within which camping was outright prohibited, regardless of the location. They identified a starting point of 7:00 a.m. to 8:30 p.m. That might not work for Ontario. Maybe Ontario wanted 10:00 a.m. to 8:00 p.m., or 10:00 a.m. to 6:00 p.m. He was indifferent, but they needed to start somewhere because it was an important concept. With parks, if they applied the time restrictions relative to public parks, he presumed, and he did not want to be presumptions, but ultimately if the committee did not want to have a time restriction, they could recommend to the Council that it be deleted or redacted. But, he also assumed that most cities that were interested in pursuing the adoption of these TPMs, wanted

to ensure that there was no camping on those public parks during a certain period of time. By doing so, it might otherwise hinder or obstruct Ontario citizens from being able to take advantage of the benefits of that park system.

Mr. Cummings added that this was a boiler plate document. Under 2.1, he would suggest adding a statement to that clause that read camping was prohibited on any public property not designated as a campsite. Possibly, the city might end up getting a piece of property and set it up as use for a campsite. So that term in and of itself, any public property would work. With this set up for looking at the parks and public right of ways, was maybe 7:00 a.m. to 8:30 p.m. a good time frame? That might have come from the city's existing ordinance. He believed that's when the parks were currently open/closed. But 8:30 p.m. didn't seem like the right time for summer use.

Chair Breidenbach stated he believed the parks closed at 10:00 p.m., noise ordinance at 11:00 p.m.

Mr. Green stated another example of a hybrid of that language was there were some cities or counties that were park specific. Park A had a different time frame from Park B. There were many different directions the committee to go.

Chair Breidenbach stated in an effort to keep these meetings focused and on task, he was familiar with changing bylaws in organizations, but was not familiar with city ordinances. When they made a change to every section, would that require a motion for that change, or could they do the entire document? Would that be done by consensus and then come back and approve the entire document.

Mr. Green stated his recommendation would be, especially at the committee level, they have a candid, open conversation about the provisions. If the committee could reach consensus on those TPM regulations in general, that was great. He would go through them and have dialogue. He envisioned that the committee would have a two or three meetings where they would tackle various components of the TPMs, discuss them, the committee would provide him insight on what they'd like to see, and he'd make the revisions to the document, and continue to circulate and update the document to the committee until they got to the point where the committee was comfortable presenting TPMs to the Council for review and consideration. At that point, it became incumbent upon the Council to review and digest the TPMs, just like the ad hoc committee was doing now, and then ultimately decide what the Council believed was appropriate.

Chair Breidenbach stated there were two issues in front of them, but would do only one at a time. He wanted to discuss what the second one looked like titled Campsite Removal Policy. Was that procedure coming from LOC?

Mr. Green stated no. In contrast to the TPMs that were mandated under HB3115, these were mandated under ORS 195.500, and within that law there were more specific requirements for this particular legislative piece.

Chair Breidenbach stated he'd like to get preliminary discussion and questions on that document.

Mr. Alvarado stated he'd rather review the ORS before, they weren't going to change anything that was already in the Oregon Statutes. It was fruitless to make changes or have dialogue on something when, like if they wanted to change the fines or something, and the ORS wouldn't let them, why even talk about it?

Chair Breidenbach agreed.

Mr. Melendrez stated his thoughts were about rules for the TPMs to remove certain items and discard them. Would this committee do any work or insight on the homeless or was that something that they'd work on another time or was that another process?

Chair Breidenbach stated he believed they could make suggestions as a committee to the Council of what they thought, and they could share their ideas with the Council. Obviously, they were not going to create the final document, just a final layout for the Council, but it was ultimately up to the Council.

Mr. Melendrez stated this dealt more with the rules and regulations on health and safety, fines, campsite removal, a lot on the regulations side, and unestablished campsites, but were they doing any work on this committee to provide any solutions, like a place for a potential campsite that was humane, and they could work together with Community in Action, or Origins Faith, to provide some type of place and services.

Mr. Cummings stated currently, during this portion, they needed to focus on this. Then it would be up to the Council if they wanted to keep the ad hoc committee together and start addressing those other issues. He assumed the Council would want to, but that would be at the discretion of the Council. This committee was established to review the codes. If the Council wanted the other aspects addressed, they would make that request to the committee and ask them to remain in place.

Mr. Melendrez stated if there was not a place, and an ordinance or regulation was violated, but there was no place to go, would that overtake the violation if there was no place to move them? If they were being removed but there was no place to send them, or the TPMs were not in place yet, what happened?

Mr. Cummings stated if there was no place to send them, the police would have to be careful on how they were asked to move on.

Chair Breidenbach stated he wanted to ensure that everyone understood what they were doing before diving in. He wanted an overview of what they were going to do because keeping these meeting on task and on time was going to be important. He wanted to jump into recommendations on what they could accomplish that night, and what they could accomplish in future meetings.

Mr. Alvarado stated he wanted to start with the basic fundamental process. He believed they needed to identify what they wanted the outcome to be. Did they want homeless people camping anywhere in Ontario? Did they want them downtown? Did they want them in a designated spot only? Those were some fundamental things they needed to decide as a group before putting other parameters in place. They could agree to disagree on some things and move forward. That would probably be one of the first things that would be beneficial to learn. Another concern was who was going to enforce it, who was going to manage it, who was going to monitor it? There were a lot of those things involved. They could put all the best things in place, but if they had no manpower or the ability to enforce or designate or have these things, why were they there?

Ms. Hood stated there needed to be an identification on what type of homeless they had in this area, whether it be chosen homelessness, homelessness by circumstance, or homelessness by preventative choices. That would dictate how they proceeded in gaining assistance for these people, not just shoving them off on another city, making them someone else's problem. In order to address what was required in our own city, they needed to understand who was here, and why.

Ms. Bakefelt stated they could agree homelessness was a serious problem, and it affected the downtown area and businesses. She thought the Council was attempting to come up with basic rules that would make it more difficult for some individuals to be in the doorways. The committee's mission was to establish some guidelines initially and then as they moved forward with the TPMs, if they could stay focused and get their initial guidelines in place, those could be amended. Get that to the Council to see what's next.

Mr. Berg stated it was important to consider the business owners that felt their livelihood was on the line, and people could not enjoy cities and parks because in places like Portland and Seattle, it seemed there was an inundation of tent cities along highways, needles to avoid on sidewalks. He didn't want to sound heartless because these were individuals with their rights and responsibilities. Did the committee need to reach out to the police department, or the county, Community in Action, Housing and Community Services, were there resources they needed to reach out to and come back and report? They could create as many times and dates that they wanted, but he wanted to know the "why" behind this, as well.

Mr. Melendrez stated putting the rules in place, he felt fine with the 72 hours and the established campsites, those were great, but without rules in place eventually it would come back to bite them if there was not a location provided. That was humane. For a police officer to have to tell someone to move on, he wanted something in place as soon as possible so the officers had more tools in their toolbelts, to tell someone they couldn't stay "here", but could go "here". Just get them better equipped. Like Ms. Bakefelt stated, have better relationships with places such as Community in Action. He was ready for the next step – to work on solutions, as well. Get the rules and regulations in place, but then revisit it in six months or a year.

Mr. Cummings stated everyone felt the same as what had been stated. Yesterday he had attended the County Court meeting and they enacted an emergency resolution, and the Vale Mayor was there in support, as was the Ontario Mayor. There was a discussion amongst them all, in that they were all in this together, it was not just Ontario, and they all agreed they wanted and needed to put the same type of procedures in place everywhere in Malheur County. They were working as a team. Currently, the police were doing a good job with this. When they contacted an individual, they attempted to figure out what that person needed. What was needed was a full facility, and the city was working on that. The city was also working with all the organizations, such as Origins Faith or Community in Action, to determine what exactly they could and would provide. The first step was to establish these rules before the state rules came into play. If that occurred, anyone could camp in any city park, 24/7, or in any public right-of-way, and that was just not the solution. The action before this committee was to set TPMs, and all the other aspects could be dealt with after that. This step was just a small part of it; there was a lot more to be done.

Chair Breidenbach stated HB3115 was out there and would still be enforceable July 1st. He thought it was great that the City Council and citizens of Ontario were attempting to get ahead, set some parameters and rules. When other cities in Eastern Oregon, such as Baker City or La Grande, put those in place and Ontario hadn't, Ontario would become the place where everyone would come. It was important this was given serious, diligent thought, and to create rules that were fair, even, and something that could be presented to the City Council for approval. After that, the Council could move forward on to the next step. These individuals were going to have to be placed somewhere. The committee's mission was to review the proposed documents and make something that was acceptable, that they were comfortable with as a group, and present it to Council, prior to the deadline, but hopefully sooner.

Mr. Cummings stated he reviewed HB2404 and sent a copy to the City Attorney. It appeared it was just a proposal related to fines. He'd await comments from the attorney.

Chair Breidenbach stated there was also a legislative hotline meeting on the 15th, which the Chamber hosted in the TVCC boardroom. They could ask Senator Findley and Representative Owens then if they knew what was going on with that. While they could not guarantee anything, they did share information.

Mr. Cummings agreed the role of the committee was to review the documents provided, make redlines, think about what fit, or did not fit, this community, and have them ready at the next meeting so they could begin going down through the suggestions. The City Attorney would ensure the suggestions were legal.

Chair Breidenbach stated there were parts related to the parks issue, because there were times when a special use permit was needed, because the events exceeded the park's closing time. They weren't camping, but there were still people in the park. For example, during the Global Village event, he had security in the park 24-hours a day, as did the Tater Tot Festival, so they had to put that into their application for use and ask for an exemption to that time rule. This issue was not just about the homeless, it also concerned the citizens using the parks. This was going to affect everyone. The committee needed to keep that in mind as they reviewed and discussed this issue. It was not just a group of people that were vagrants or transients. It would have an impact on everyone.

Mr. Cummings agreed, but this was centered around camping. There was a difference. If they set camping hours, for example, from 7 a.m. to 8 p.m., that did not mean the park wasn't open for use from 8:00 a.m. to 11:00 p.m. if that was what the normal schedule was. It was just regulating that a person could not camp, or be sleeping, from 8 to 10. They had to be actively using the park. However, a person should be able to just take a nap.

Chair Breidenbach stated he could see from his office into Lion's Park, and there were often people on break from work who were taking a nap, but there were also people who showed up at 7:00 a.m. and slept until 5:00 p.m. That was also occurring downtown in the alleys and streets.

Mr. Cummings agreed, and they had to treat them all fairly. If the park was open from 8:00 a.m. to 10:00 p.m., and he wanted to go there and take a nap all afternoon, legally he could do that. If he was homeless, they should be able to do that as well. But, after that closing time, they all had to leave, homeless or otherwise. No one could sleep in that park past closing.

Chair Breidenbach stated they could begin with page one, review the definitions, and determine if the committee agreed on those, or they could take the packet and come to the next meeting with redlines. He preferred that option. The committee was aware it had to be before Council by a certain date, and he believed they would have it to them fairly soon. Did the committee want to tackle page one, or review it later and come back to the next meeting?

Mr. Berg suggested sending comments out via email between meetings.

Chair Breidenbach stated he believed they could not vote on anything through email, but they could share their thoughts or questions through a group email as long as they kept staff in the emails. Was that a problem?

Mr. Green stated yes, there was. If they were going to have any discourse, debate, or dialogue about the ordinance, that would need to be in a public meeting setting. They could send an email out to the group; but they could not go back and forth and have an exchange of communication. Perhaps a better way to approach it would be to have the committee members send their email comments to Tori, who then could compile those and send them out to the committee as part of the upcoming meeting packet. Those emails could be reviewed, and then when they met next, they'd all have had an opportunity to review the comments or questions. It would certainly expedite the discussion at the next meeting.

Mr. Cummings reiterated what Mr. Green said. The committee needed to be very careful. Work on their comments, send those comments to Tori, and while they had not said the whole group couldn't be copied, the committee should not reply to that email. Tori would compile everything and get them out to the committee, so they'd have them for discussion at the next meeting.

Chair Breidenbach asked what the options were for time and date? Could the meetings be moved to begin at 6:00 p.m. Some had businesses to close, and some had a commute.

Ms. Barnett stated there was no problem with changing the start time to 6:00 p.m., but there was not another day option. They needed to keep it to the second Thursday of the month.

Consensus to begin the meetings at 6:00 p.m.

Chair Breidenbach asked if everyone was comfortable with taking the packet, review it, and when they met on April 6th, *[sic]* at 6:00 p.m., they could share their thoughts. *[Next meeting is April 13th]*

Mr. Alvarado stated he'd like to see if anyone had questions on the definitions. He had some questions he'd like some clarity on. For him, on definitions, under "*Established Campsite*" in place for over 24 hours. He was not sure if 24 hours might be too long, if there was a mandate on that, to establish kind of what they had spoken about earlier, someone setting up camp for 12 hours, leaving, then coming back. The other one was under the definition of "*School*", why TVCC was not included as a school. Four Rivers Community School was there, and there were students under 18 years old. Also, there was 18-20 acres of campus...

Mr. Green stated that was a classic example of that definition being a starting point, to the extent they needed to expand it or refine it, those were the comments he appreciated hearing so he could make the appropriate changes.

Mr. Cummings believed on the definition of "Established Campsite", the reason behind the 24-hours was because that was the true definition of camping. Anything less, it was considered just use of the park or whatever.

Mr. Green stated that was correct.

Ms. Barnett asked if Mr. Alvarado wanted that changed?

Mr. Alvarado stated no, he just wanted to discuss it. He did have a question about other spaces. Churches was another area that seemed to have large areas of space that people could congregate on if wasn't included in definitions. Was that private property, so the city would have no jurisdiction?

Mr. Green stated that was correct. This was not intended to regulate or control private property. They would do that through the city's land use codes.

Chair Breidenbach stated under clarification of schools, when they zoned marijuana around education, that included around TVCC. What did that look like regarding schools and education? He thought there were other places, such as daycares, that had property adjacent to...he agreed that TVCC should be listed because it was part of the school system. But, should the committee go broader than that?

Ms. Hood stated things like preschools or daycares.

Mr. Cummings stated daycares were private property, so they were protected. They could trespass people under private property. The state rules applied to public property only. He believed they did not want to start putting in rules for private property. Those individuals had the right to trespass, which included private schools. They could also choose to let people camp on their site, if it fit the new camping rules they were going to establish for the entire town. If the city obtained a piece of property, the city would establish camping rules for that property.

Mr. Green stated the TPMs were the mechanism through which they restricted or controlled public property, which was the reason the definitions were tied to public right-of-way and public spaces. That was not necessarily to say that someone couldn't use the identification of a daycare for purposes of geographical limitations. For example, if they wanted to say that there could be no camping within 100 feet of a licensed and registered daycare, that was something that could be looked into. But, it was not controlling or regulating the private property. It was putting a barrier around an identified area.

Mr. Cummings stated that was similar to what had been done with regard to marijuana. For example, if someone was looking to create a homeless camp on private or public property, if those buffers were in place, that would prohibit some locations. However, wouldn't they want to discuss that with the schools before putting those in place?

Mr. Green stated absolutely. He wouldn't suggest moving forward with something like that until all of the stakeholders had been consulted. This was the careful balance. Some of the restrictions that were being generally discussed, or rather some of the components that were being discussed, might be better suited in a land use code. This was just TPMs specific to public property. To the extent that they wanted to control or regulate the same issues on private property, that was a function of the land use code.

Chair Breidenbach asked about the inclusion of TVCC under the definition of schools?

Mr. Green asked if that was a private educational institution?

Mr. Cummings stated yes. They had their own zoning, which was not PF. It was a school zone. It was private.

Mr. Green stated the TPMs would not ban or prohibit camping on that particular institution's property. That would be controlled by the land use code. However, they could consider exploring a buffer around that property, but it would be something they'd want to consult the organization about first.

Mr. Cummings agreed when the committee got to the camping and buffers, that should be done through the land use codes. Currently, the land use codes read that there could be no camping, so if they were going to allow camping, they'd need to modify the land use codes. That gave the stakeholders an opportunity to tell the Planning Commission and City Council if they wanted that or not. Also, with regard to the camping rules, the state had reduced those restrictions somewhat, giving communities a little more flexibility on camping restrictions. Those all should be in land use codes, not in this proposed ordinance.

Mr. Berg stated he had done a search in the Municipal Code, looking for terms such as camp, camping, and homeless, and there was not a lot in the code. To be clear, anything outside of the city limits was not covered in this proposed ordinance, correct? Anything that was highway or state roads, the island in the Snake River, those were not within the city boundaries, so the committee was not talking of those places, such as under the bridge to Fruitland.

Mr. Cummings stated under the bridge to Fruitland was within the city limits, so it would apply there, but the islands were in the county. The rules would not apply to the Urban Growth Area, as there were only land use regulations in place there. This would not apply because it was a city code directly. That's why they had discussed earlier the other cities and the county getting on board with the same type of things that Ontario was looking into. Creating a full community, not just one local city. Ontario did not want to create rules that forced people to go to Nyssa or Vale. They did not want to just push people around. They would all deal with the situation in the same way.

Chair Breidenbach asked if they wanted to review the 24-hour timeframe, or shorten it to 18 or 12? 24 hours was a long time for someone to be somewhere before declaring them actually camping.

Mr. Cummings stated that could not occur if the parks were closed.

Mr. Alvarado stated the alley behind his store, between them and the Post Office, occasionally there would be someone who set up shop, but they might not be sleeping there. What they found was that it was a multiple-use person situation. It wasn't the same people all the time. They'd have stuff set up, throw a mattress over the dumpster, put a tarp around it, and then there would no one there, but then suddenly there would two or three different people there. It was a multi-use facility. Whether they were splitting hairs on identifying what camping or a campsite was defined as, or if they could deal with it on the next page in the camping prohibiting between the hours of XX and XX in designated areas, maybe they could split hairs and do it that way. That's where he was going with the question about the 24-hours. Also, who was going to enforce that? Who was going to be the one that clocked them? Those were details he knew they'd need to get moving forward, but it was a discussion they needed to have.

Chair Breidenbach stated he saw the same thing. There were three gazebos in the park, and people literally moved from one gazebo to the other to the other. They often left their stuff between the gazebo and the bathroom for the day. There were different people who did that.

Mr. Melendrez stated that once they had that in place, it might take a year or more, for people to fully understand that there was a place they could go. Until they had that place, it was going to continue to happen, even if they passed all the ordinances, rules, and regulations.

Mr. Cummings stated that if there was a designated place for them to go, he hoped that things like the shopping carts, etc., they wouldn't have to pack around all the time.

Mr. Alvarado stated while he agreed with Mr. Melendrez's comments, according to the email sent to the committee, that was not their assignment. Those were tall orders to find out where everyone could go and what they could do. He was more interested in not pushing them to other places, but he believed Ontario should have the strictest rules in the valley and let people follow Ontario's plans if they didn't want that situation dictated in their community. That was his own opinion, and he wanted the committee to know he wanted these rules and regulations as strict as they could be. Those could always be dialed back. You couldn't go back to make them stronger as easily as stepping them back. That's why he asked earlier about where the line was that the committee could get to without getting in trouble, but they were sure going to make them hard for them to be here and do those type of things and to have that type of activity occurring in the community. It was not just because he owned a business. He lived here, his kids lived here, it was a community thing. He was not there to self-serve due to his business. Yes, it did affect him, but that was not the reason he was there.

Chair Breidenbach stated he knew that was part of the issue as to why there was the problem in Ontario, vs what might be in Payette or Fruitland. It was about the state laws. He asked once that how come if you lived in Idaho if you were a harm to yourself or others, they could do something. In Oregon, you have to just be a harm to others, and were not worried about harm to self. He agreed that the stricter they could make the rules and regulations, the better, and hopefully the other cities and the county would follow. He believed Ontario was the first place to have gotten to the level of creating a committee and getting something moving forward. Down the road the solution might be, here's the rules, now let's help them follow them.

Mr. Melendrez stated something else about the place, they could be setting themselves up for some type of lawsuit. Ontario could be the next Boise vs X in the future because of having the rules but not the place.

Chair Breidenbach asked if the committee was comfortable with the definitions, or were there any questions about other ones? It didn't have to be finalized that night. They could think about it. He was aware that it was hard in Ontario for many of the citizens to understand what was county ground and what was city ground. As they moved forward with this ordinance, they might want to recommend some type of signage because there were pockets in Ontario that looked like you were in the city limits, but you weren't. There were a lot of island zones.

Mr. Berg stated that Mr. Cummings mentioned there might be funding coming from the state for purchasing property or financing or a grant that would help the city after this was put in place. Was there anything further about that?

Mr. Cummings stated through the Mayor's Association, the city applied for funding, asking the legislature to fund things. What was currently being seen was that odds were Ontario wouldn't receive any money. It was all going to remain on the west side of the state. If the city did receive any, it probably wouldn't be near what was asked. Senator Findley and Representative Owens basically said right now it looked like the money was going to stay on that side of the state. They did not believe there was a homelessness or unhoused problem over here.

Mr. Alvarado asked if anyone recognized other people that might not be considered homeless to be camping within the city limits? For example, people biking or motorcycle riders, or just people traveling thought this area. He hadn't seen it on a regular basis. He asked if camping was being taken care of by industry or people that were supplying overnight camping facilities with bathrooms, etc., versus people coming through Ontario like Ride Oregon or Cycle Oregon. He personally had not seen that too much.

Chair Breidenbach stated because he could see Lion's Park, there would be people who would pull in early in the morning and sleep for a while and then leave. Sometimes they'd pull out a sleeping bag. The Malheur Fairgrounds was set up with actual camping spots, so if someone called ahead, there were facilities like showers there, too. He hadn't seen many transients, like the bike riders. They might stop to take a nap, but they didn't stay. There was one family last year that stayed about 18 hours, and the next day they were gone. They were obviously traveling through, not homeless.

Mr. Alvarado asked if they just pulled up on the side of the street, in parking lots, on sidewalks, was there enforcement on that? In Ontario, there were RVs parked in the same location, such as Walmart, Plaza Inn, Harbor Freight, over by the Train Depot. As summer was coming, there would be a lot more people living in their RVs.

Mr. Cummings stated this would help a lot. If they were parking and it couldn't be proved that they were sleeping in there, they could stay for 72 hours. But the current regulations stated you couldn't live in an RV on a public right of way. This camping rule would reinforce that. The problem was going to be getting law enforcement to know if they were really sleeping or camping for too long. Right now there was the 72 hour parking right. It would not help the issue of camping on Walmart's property as that was private property and if they allowed it, that was on them.

Chair Breidenbach stated currently across from the Catholic Church next to the park down at the far end, there was a camp trailer that had been sitting there for at least a week. If it moved during the day, he'd never seen that happen. Many times when someone had an RV along the park, at the end of the day it was parked over in Rite Aid's parking lot, which was private.

Mr. Cummings stated he had seen traveling cyclists set up camp in the grass strip on the eastside of Walmart, which was private.

Chair Breidenbach encouraged everyone to keep watch on state legislation that was changing. This was a hot topic for Governor Kotek. The homeless situation was a priority for her. The committee's mission was to take this packet of draft documents, review them, write through them, share any comments to Tori, and the committee would meet next month and really dive in. Everyone's opinion mattered. His goal was to get the meetings started on time and adjourned on time.

NEXT MEETING

It was requested that the meetings begin at 6:00 p.m. rather than 5:30 p.m. Consensus of the committee to begin future meetings at 6:00 p.m. Next meeting scheduled for Thursday, April 13, 2023, 6:00 p.m.

ADJOURN

BAKEFELT moved, HOOD seconded, THAT THE MEETING BE ADJOURNED. Roll call vote: Alvarado-yes; Bakefelt-yes; Berg-yes; Breidenbach-yes; Hood-yes; Kendall-out; Melendrez-yes. Motion passed 6/0/1.

ACCEPTED:



John Breidenbach, Chairman

ATTEST:

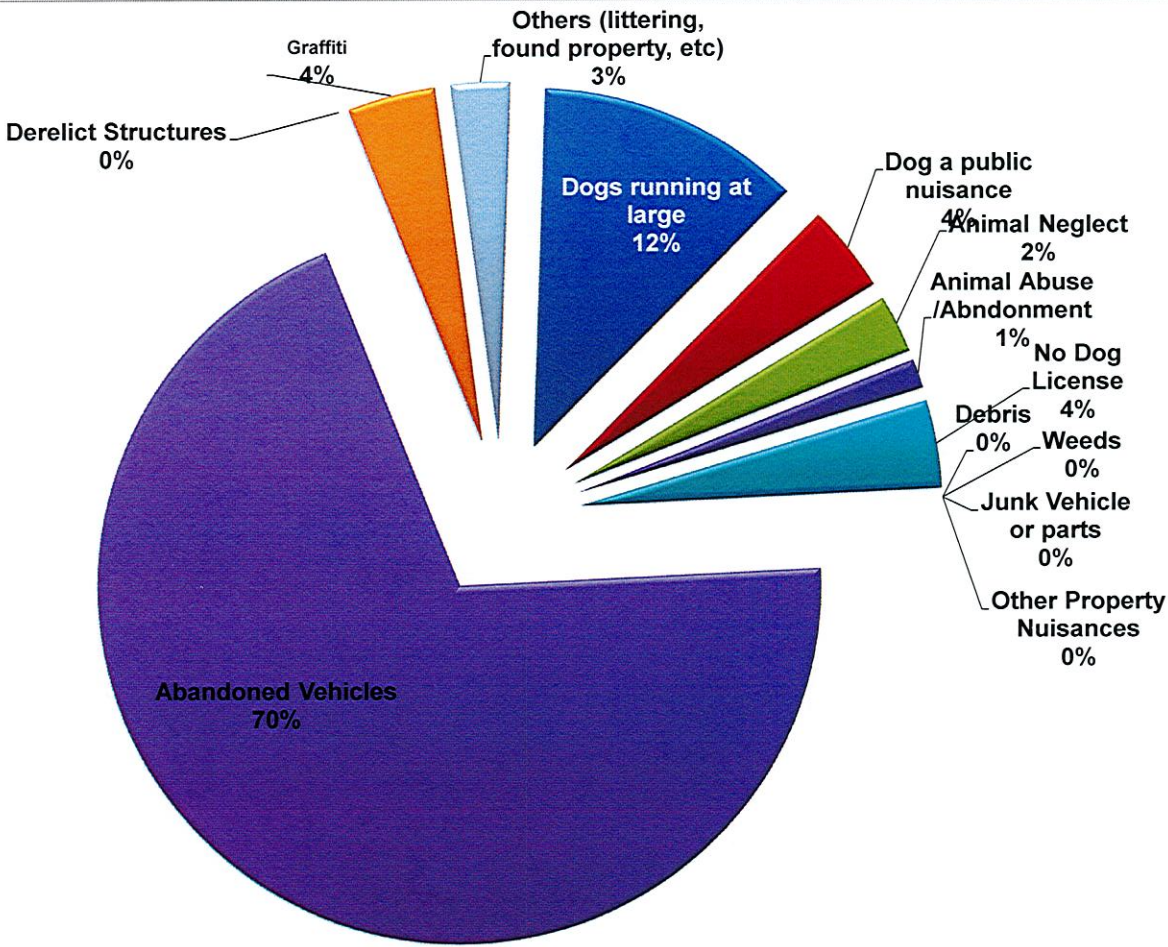


Tori Barnett, MMC, Committee Secretary

CODE ENFORCEMENT

April 2023 Stats

Violation	Apr-23	Column1
Dogs running at large	9	
Dog a public nuisance	3	
Animal Neglect	2	
Animal Abuse /Abdonment	1	
No Dog License	3	
Debris	0	
Weeds	0	
Junk Vehicle or parts	0	
Other Property Nuisances	0	
Abandoned Vehicles	53	
Derelict Structures	0	
Graffiti	3	
Others (littering, found property, etc)	2	
Dogs taken to (Fetch This Kennel)	0	
Civil Penalties Issued	0	
C.P. Amount Sent	\$0	
Total Parking Citations	77	
Total Violations	153	
Total Cases	76	



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



Police Stat Report

APRIL 2023

Activity	2023 February	2023 March	2023 April	YTD 2023	PRIOR YTD 2022
Calls for Service	967	1130	1269	4441	4696
Case Activity	647	712	782	2844	2921
Murder	0	0	0	0	0
Manslaughter	0	0	0	0	1
Robbery	0	1	0	2	5
Sex Crimes	13	3	9	30	25
Burglary	13	6	5	27	60
Assault	12	13	11	48	55
Arson	1	0	0	1	1
UUMV / Auto Theft	0	5	6	18	36
Arrests	75	71	90	320	333
Arrests w/Use of Force	1	1	5	9	8
Gang Related Cases	5	1	1	8	16
Graffiti	6	0	3	9	27
Death Investigations	5	4	1	10	8
SRO Cases	15	12	12	53	28
Thefts	56	50	51	230	293
Traffic Stops	75	97	109	357	448
Cited Traffic/Parking	46	73	114	296	431
Traffic Crashes	35	43	37	162	146
Alarms	22	22	31	119	119



April 2023 ACTIVITY REPORT



April 2023

Response Stats

<u>Top Five City Call Types</u>		
Pain	19	10%
Lift Assist	18	10%
Sick Person	17	9%
Ground Level Fall	15	8%
Fire	13	7%
Total City Medicals	168	
Overdoses	7	4%
Generals/Call Backs	2	1%
COVID	0	
Total City Fires	13	
Generals	1	7%
Mutual Aid	0	
Hazmat	2	15%
Total City Emergency Responses	181	
Total Combined Emergency Responses	213	
Combined Total Medical Responses	189	89%
Combined Total Fire Responses	24	11%
City Call Percentage	85%	
Rural Call Percentage	15%	

<u>Top Five Rural Call Types</u>		
Fire	11	34%
Pain	4	13%
Trauma	3	9%
Ground Level Fall	2	6%
Psychiatric	2	6%
Total Rural Medicals	21	
Overdoses	0	
Generals/Call Backs	0	
COVID	0	
Total Rural Fires	11	
Generals	2	18%
Mutual Aid	2	18%
Total Rural Emergency Responses	32	
Combined Top 5 Emergency Call Types		
Fire	24	11%
Pain	23	11%
Lift Assist	18	8%
Ground Level Fall	17	8%
Sick Person	17	8%

Overdoses	7	3%
Known COVID	0	0%



April 2023

Inspections:

- Pizza Hut
- River Bend Apartments
- Dorian Place
- Wellspring
- Cowboy's Bar and Grill
- Brookdale
- Valley family new location
- ODOC
- Red Lion
- Plan reviews for Chipotle, St Paul's Lutheran Church & Ontario High School
- Firework permits

Burn Permits Issued:

City Open Burns – 3
City Burn Barrels - 0

Rural Open Burns - 75
Rural Burn Barrels - 20

Department Updates

109 – We were able to purchase a used platform truck to replace Ladder Truck 109 from Illinois. We are waiting on a couple of minor repairs and then it will be being delivered to our mechanic in Star to install 2 more seats.

R1 – Our new Rescue truck is finished and will be featured at the FDIC conference before being delivered to Ontario. Our crews are excited to train with it and get it rolled into service.

Rural Water Tender – Our rural department was awarded a new water tender from the OSFM engine placement program. We should receive this early next year.

Kyle Ervin – Our newest firefighter Kyle Ervin passed his National EMT first try. He is adjusting well and a welcome addition to the department.



April 2023
Firefighter Training

4/1-4/2 & 4/15-4/16 Essentials

Over 60 firefighters from across the Valley attended 4 days of Essential training covering the fundamentals of firefighting.

In the first weekend classes covered Building construction, hose & nozzles, fire behavior, accountability passports and scene safety.





April 2023

The second weekend of essentials was full of hands-on action. Firefighters learned about flashovers using the flashover trailer, ladders, search and rescue, forcible entry and participated in a live burn using our newly purchased burn cell.



4/4 CPR Refresher

Lt Grimaldo provided a refresher class on CPR for both adults and children.



April 2023



4/11 Wildland Refresher

Brett Leavitt provided Wildland training in preparation for the upcoming fire season.

4/15-4/16 EMS continued education, extrication, Airplane and railroad emergencies

TVCC graciously allowed us to use several classrooms to accommodate multiple classes. Some members of Ontario Fire & Rescue were able to attend the EMS continued education training and while others attended the airplane and railroad emergency classes.

At the same time, there was also a 3-day extrication class being held at the training center.



4/18 Ladders & Vertical Ventilation

Firefighters drilled on ladders and vertical ventilation skills.

4/25 Extrication & Small Engine tools

Firefighter Kyle Ervin reviewed the tools available on the trucks and then ran through extrication using left over cars at the training center to practice on.



April 2023

Community Involvement:

4/13 - LEPC Tabletop

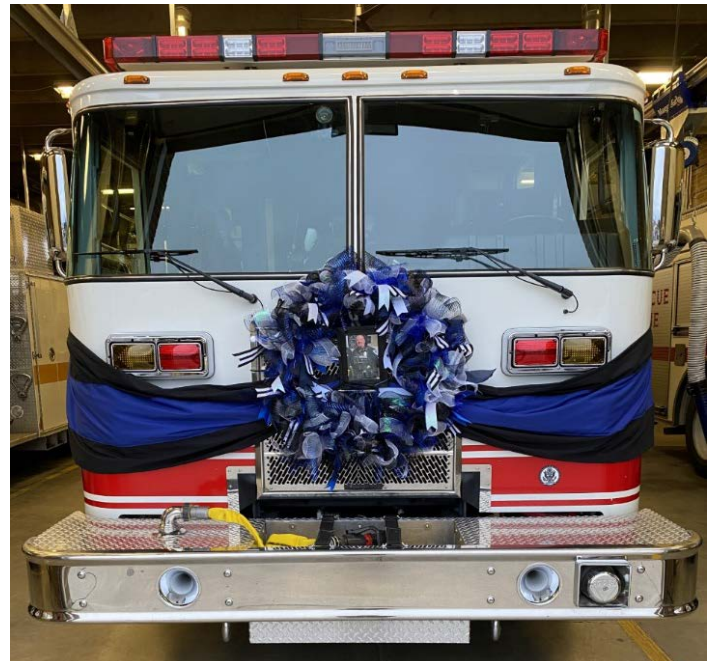
Chief Benson, Charlotte, LT Gammage and Tom Davis attended a tabletop exercise at the training center with multiple other agencies and community partners. The scenario used for this exercise was a hazmat spill. Each involved agency was able to review what their role would be and where improvements/changes need to be made in current response plans.



4/18 & 4/22 Procession for Joe Johnson

Ontario Fire & Rescue had the humble honor of participating in the procession that escorted CPL Joe Johnson back to Ontario and then again to his celebration of life in Nyssa. Truck 103 bore a wreath on the front of the truck as well as mourning drapes to show our respect.

Our department provided coverage for Nyssa Fire Department to allow them to attend the celebration of life and pay their respects to CPL Johnson.





April 2023



BLM Wildfire Prevention

Charlotte, Sparky and on duty crews presented fire safety talks to all 2nd graders in the 8C school district. We teamed up with the BLM to help the students understand the importance of fire safety and the role that they have in fire prevention.



NNO

Chief Benson and Charlotte continue to attend National Night Out meetings in preparation for the August event. The event is coming along with lots of moving parts.



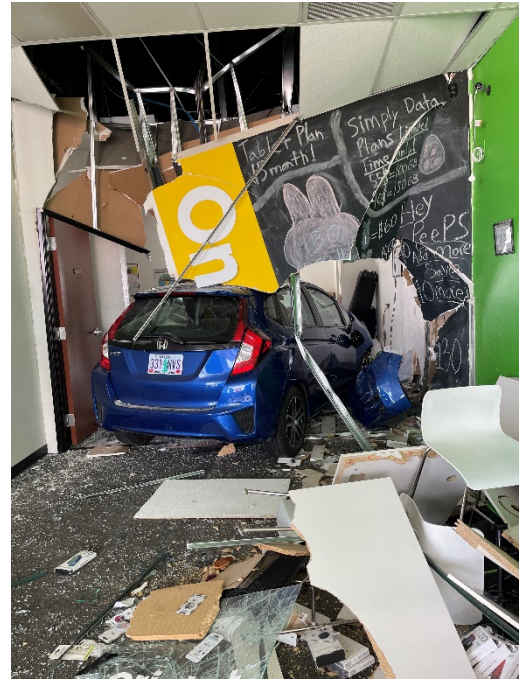
April 2023
Major Incidents:

4/10 Mutual Aid Payette

Payette Fire Dept requested mutual aid for a grass fire. Ontario Fire & Rescue responded with a truck 157 and a crew of 4. The crew was able to quickly get an assignment and help extinguish the fire.

4/11 MVC Cricket

R1 was dispatched to the Cricket store for a vehicle that drove through the store, hitting 2 employees. A general page was sent for extra manpower. Both patients were carefully transported to the hospital and the operator of the vehicle taken into custody under suspicion of DUI.



4/13 Missing Child

A general page was sent to assist OPD with the search of a missing child in the area of the Sierra Vista apartments. Trucks 156, 157, 103 and 101 responded to support the search. The child was located a while later with a neighbor

4/16 Agency Assist – Nyssa

Hazmat 14-B responded to Nyssa to provide lighting and an Incident Command Post for those involved in the investigation of the officer involved shooting. In addition to Hazmat 14-B, Brule Lehman responded to scene with the drone to assist with clearing areas the suspect was believed to be in.

4/23 SRCI fire

SRCI advised rescue crew of a fire that had occurred in DSU. At the time of the call, the fire had been extinguished by staff, but they were requesting someone respond to check the remnants of the fire. Remains were examined and nothing was hot or a danger to anyone. The scene was turned over to SRCI staff to investigate.



April 2023



4/25 Plane Crash

Hazmat 14-B was dispatched to Nyssa to assist with a plane crash. A personal plane crashed shortly after attempting to take off and ended up vertical, into the river bank.

Hazmat 14-B responded to scene with a crew of 4. They were able to assist with a fuel leak that was leaking close to the Snake River.

4/26 SW 4th Ave/SW 36th St

R1 was dispatched to the area for a chemical spill. Upon arriving on scene it was found that 4 containers of herbicide had fallen off of a truck, one of them had been damaged and was leaking. Approximately 50 gallons of product was spilled. R1 used floor dry and dirt to contain the spill and notified the road department of the situation.

4/27 Vehicle Fire

R1 and Chief Benson responded to John Deere on SW 18th St to reports of a vehicle fire. The crew arrived to find a fully involved fire in the engine compartment of the truck. They were quickly able to get the fire under control and extinguished.



Jacobs Public Works Department Monthly Report April 2023



Monthly Business Review

Public Works Department

Contents:

- ENGINEERING DEVELOPMENT REVIEW SUMMARY
- WATER TREATMENT PLANT AND DISTRIBUTION SYSTEM SUMMARY
- WASTEWATER TREATMENT PLANT AND COLLECTION SYSTEM SUMMARY
- OPERATIONS MAINTENANCE SUMMARY
- FACILITIES, CEMETERIES & PARKS
- APPENDIX

DEVELOPMENT REVIEW**ACTIVITIES APRIL 2023**

- Issued 14 ROW Permits
- Attended 1 PDAC meeting to discuss the expansion of a business.
- Attended 1 PDAC meeting to discuss the addition of residential housing.
- Attended the Jacobs monthly safety meeting.
- Inspected the abandonment of 3 Backflow devices on irrigation systems.
- Mailed out 452 backflow test notifications due by the end of April.
- Mailed out 50 backflow test 2nd notifications.
- Multiple plan reviews for new construction
- Multiple construction inspections
- Updating of the GIS mapping of all new utility expansions.
- Ontario Public Works Storage Facility is under construction nearly complete.
- Tapadera Lift Station construction continued.



WATER TREATMENT PLANT AND DISTRIBUTION SUMMARY

ACTIVITIES APRIL 2023

- Water treatment staff run diagnostic checks (jar testing) weekly to ensure that the chemical dosing is correct for the river water quality
- Monthly Bacterial samples taken
- Quarterly DBP, TOC, and Alkalinity samples taken
- 27 water services turned on customer request
- 8 water services shut off customer request
- 23 water services turned on/off customer request
- 41 water services shut off for non-payment
- 40 water services turned on for payment received
- 96 water meters changed out for non-functioning
- 14 water meters checked for consumption issues, either 0 reads or high reads
- 3 water services checked to verify still off from the non-payment list
- 4 water services shut off for leaks customer request
- 6 water services turned on and verified the leaks repaired by the customer
- 5 water services checked for leaks customer request
- 6 new water services installed

WATER TREATMENT PLANT AND DISTRIBUTION SUMMARY

ACTIVITIES APRIL 2023



WesTech filter #1 placed in service



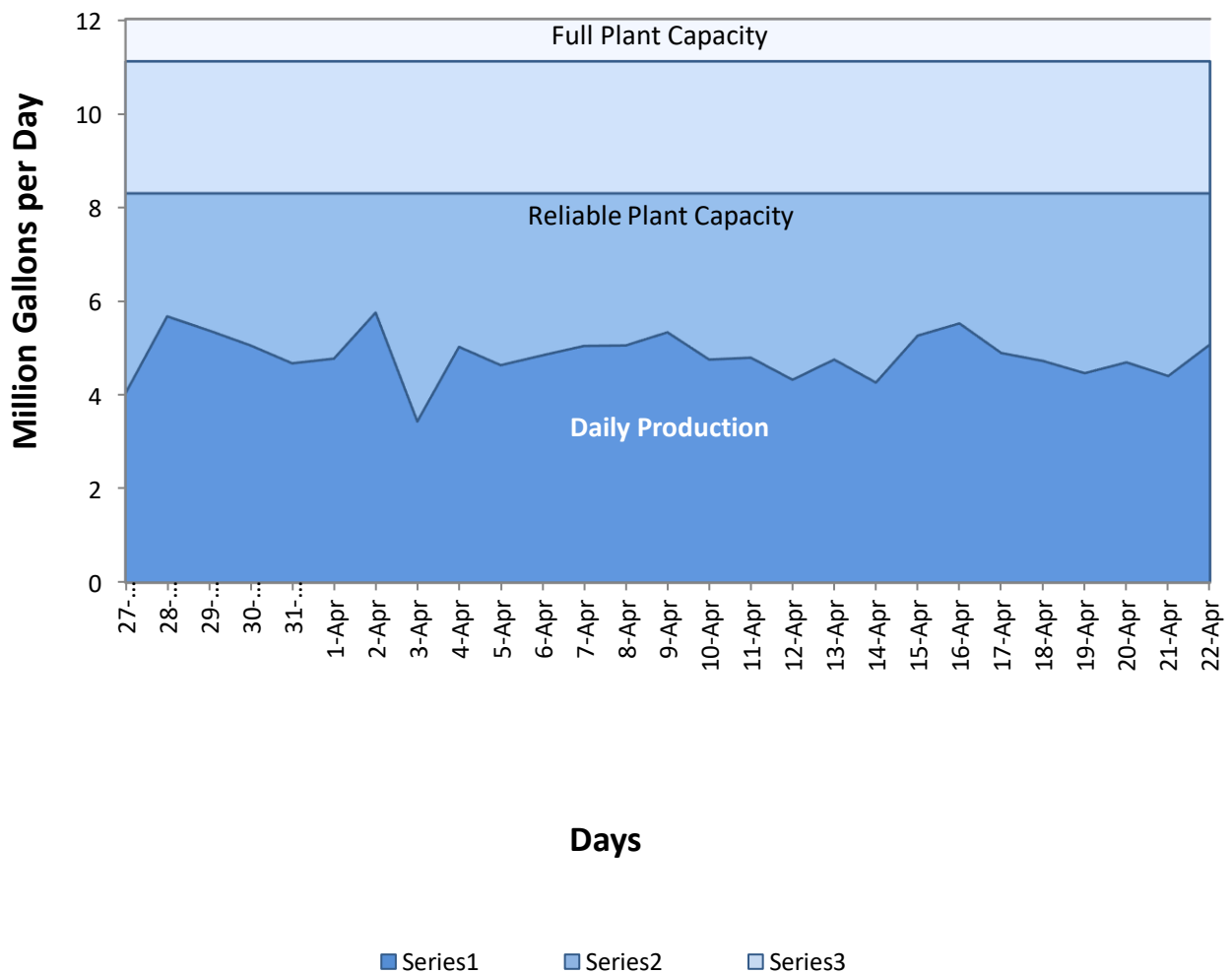
3 sample stations installed to replace vaults



Clean recovery basin #4

WATER TREATMENT PLANT PRODUCTION VS. CAPACITY

Demand vs. Availability Mar 27-Apr 23, 2023



WASTEWATER TREATMENT PLANT AND COLLECTION SYSTEM SUMMARY ACTIVITIES APRIL 2023

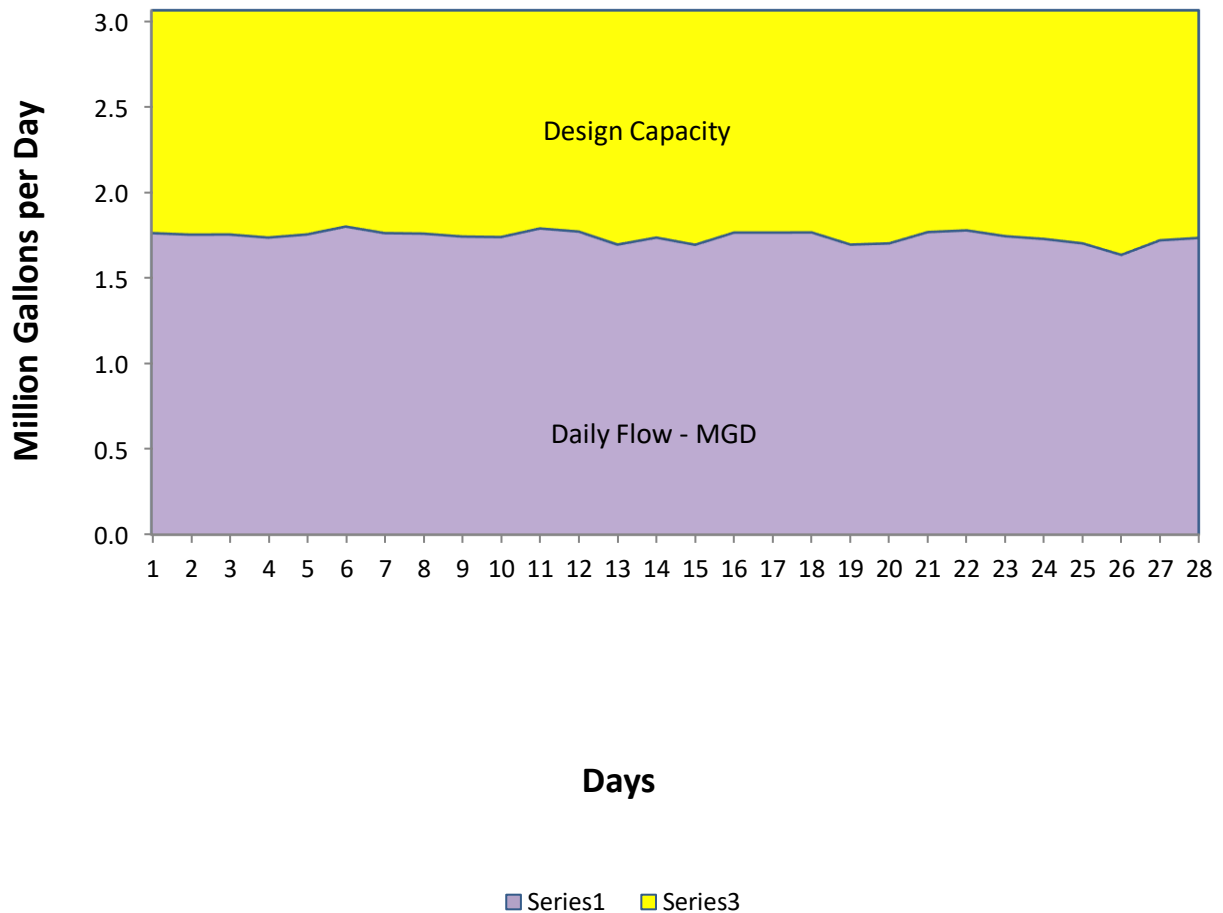
- All sampling per the 2019 NPDES permit have been collected including Copper Biotic and Mercury testing.
- All OSU covid 12 samples collected sent to lab.
- Assisted WTP in the cleaning of Basin #3.
- Vale Electric completed work on pump panel #1 at Skyline pump station.
- Vale Electric completed work on pump panel #1 at Skyline Farm.
- Continued city influent arsenic and inhouse process DO, ammonia and nitrate testing.
- Operations building rehabbed and Maintenance building Roof was replaced.
- Malheur river flooding due to Bully Creek reservoir release and warm temperature melting low level snowpack.
- Treated effluent discharge to the Snake River ended April 26th.

WASTEWATER TREATMENT PLANT AND COLLECTION SYSTEM SUMMARY ACTIVITIES APRIL 2023



WASTEWATER TREATMENT PLANT

Wastewater Treatment Flows Mar 28, 2023 - April 24, 2023



OPERATIONS MAINTENANCE: STREETS AND COLLECTION/DISTRIBUTION SUMMARY

ACTIVITIES APRIL 2023

- Started a primary and secondary route sweeping
- Swept the downtown and underpass 2 additional times
- Picked up trash along E. Idaho Ave in the ODOT drainage swells
- Graffiti removal from signs and worked with one private property owner
- Installed 2 new LED cross walk signs on Alameda Dr. and SW 12th Ave
- Filled potholes throughout town as needed
- Sign maintenance throughout town
- Removed all the snow and ice equipment from the street department trucks
- Graded the gravel sections of roads in Ontario
- Traffic control for the Spring Fling event
- Traffic control for a special even April 16th, blocking of a section of Verde Dr. for a walk
- Equipment maintenance, service for dump trucks, loader, and backhoes
- Replaced 2 water services due to leaks
- Replaced broken meter box lid and ring
- Cleaned storm collection system ahead of the irrigation season starting, removed roots, and vacuumed out the rock catcher manholes in problem areas
- Completed cleaning the entire sanitary sewer collection system with CCTV inspection
- Removed pump #2 at W. Idaho lift station multiple times to unplug and get back into service
- 79 utility locates completed

OPERATIONS MAINTENANCE: STREETS AND COLLECTION/DISTRIBUTION SUMMARY

ACTIVITIES APRIL 2023



Flooding at Wastewater Treatment Plant



Grading Gravel Road sections



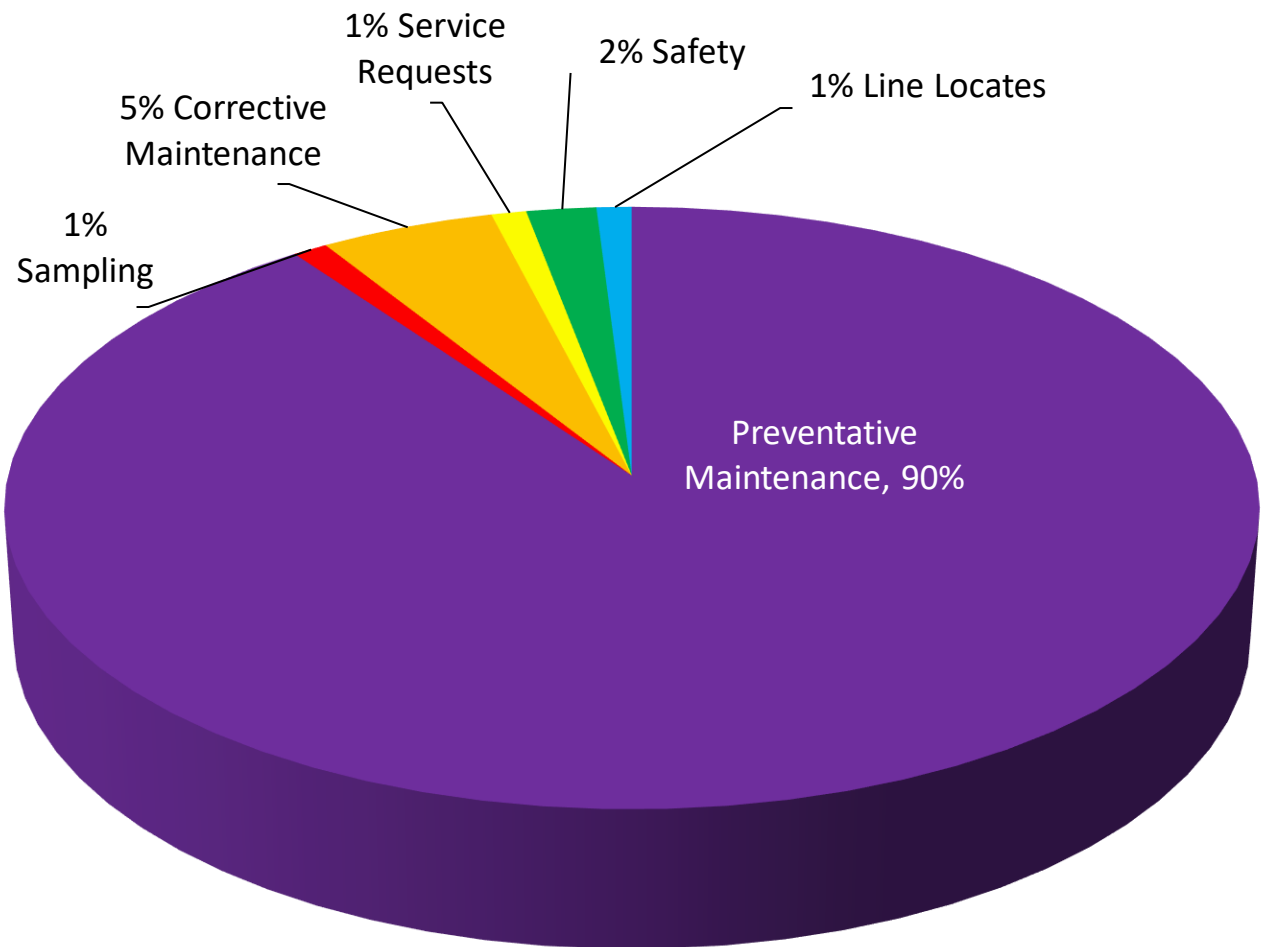
FACILITIES, CEMETERIES, AND PARKS SUMMARY

ACTIVITIES APRIL 2023

- 9 burials at Evergreen Cemetery, and 1 at Sunset Cemetery.
- Ground sterilant applied to Airport, Shooting Range, Wastewater Lagoons, and City shop.
- Emptied trash cans in the parks and downtown.
- Started sprinkler systems in the parks and cemeteries.
- Beginning mowing and trimming in parks and cemeteries.
- Restrooms open at Beck Park.
- Vandalism at the newly opened restrooms at Beck Park.
- Changed American Flag at Lions Park.



OPERATIONS MAINTENANCE: BUILDINGS, PARKS, CEMETERIES AND STREETS SUMMARY



APPENDIX

PUBLIC WORKS DEPARTMENT

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

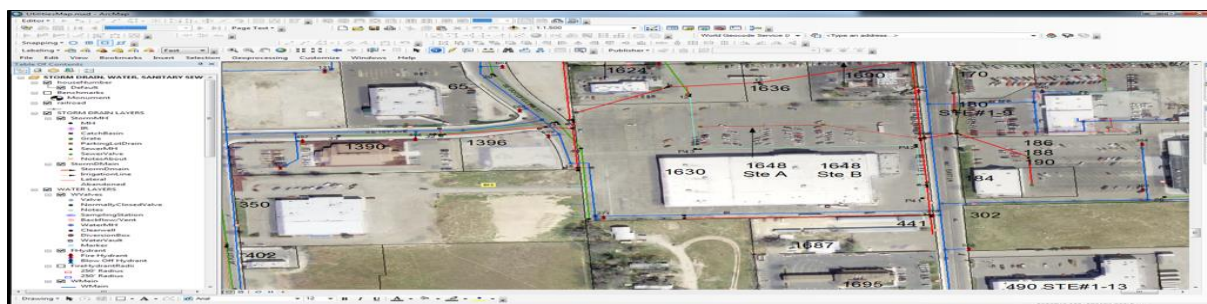
Public Works maintains a water system that complies with the EPA and Division of Health requirements. Staff also maintains the Wastewater Collection system and Wastewater Treatment facilities to meet DEQ standards. These same employees provide sewer and water line construction and maintenance to the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

ADMINISTRATION

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

ENGINEERING

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



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

OPERATIONS MAINTENANCE

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

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

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

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

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

WATER TREATMENT PLANT

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

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

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

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

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

MAINTAINS 80 MILES OF WATER MAINS.

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

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

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

WASTEWATER TREATMENT PLANT

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

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

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

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

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



**Ontario Visitors and Convention Bureau
Board MEETING AGENDA**

**Thursday, April 13, 2023, 7:00 AM, MT
Ontario Chamber office 251 SW 9th ST**

CALL TO ORDER: This agenda was emailed: on April 7, 2023

- 1) **Roll Call:** Bob Quinn _____ Debbie Blackaby _____ Cheryl Cruson _____ Doug Dean _____
Terry Dols _____ Ken Hart _____ Lynelle Christiani _____
City Manager: Dan Cummings _____ V&C Director: John Breidenbach _____

2) **NEW BUSINESS**

Grant Request:

A. Ontario Speedway- Ronda Gibbons

B. TVCC Rodeo Team- Drew Pearson

- 3) **APPROVAL OF MINUTES:-Bob Quinn**
March 9, 2023

- 4) **Review Financial Report – Terry Dols**

- 5) **V&C Director Report- John Breidenbach**

- 6) **COMMENTS FROM COMMITTEE MEMBERS**

- 7) **ADJOURN**

Attachments

1. *March 9, 2023, Minutes*
2. *V&C Financials*

Ontario V&C Minutes
March 9, 2023
7:00 am
Ontario Area Chamber of Commerce Office

The meeting was called to order at 7:00 am by Bob Quinn

Roll Call – **Board Members present** Bob Quinn, Cheryl Cruson, Lynelle Christiani, Debbie Blackaby, Terry Doles

Board Members absent: Doug Dean, Ken Hart

Ex-Officio Members Present: V&C Director John Breidenbach, City Manager Dan Cummings

NEW BUSINESS

Follow up Reports

Ontario Speedway. Robin Gibbons reported on last year's events and how they will be improved for this year

TVCC's New Student Orientation, Cathy Yasuda, and Kate Russell reported on how the event went. Very Successful.

.

MINUTES/FINANCIALS

January 5, 2023, minutes were reviewed. Debbie Blackaby motioned to approve Lynelle Christiani, seconded
Motion passed 5-0-0

Terry Dols presented the financials. Cheryl Cruson motion to approve Debbie Blackaby seconded
Motion passed 5-0-0

Debbie Blackaby
moved, and Debbie Blackaby seconded to adjourn at 8:02 motion passed 5-0-0



VISITORS AND CONVENTION BOARD

C/O Ontario Area Chamber of Commerce
251 SW 9th St.
Ontario, OR 97914
541-889-8012 (Voice) 541-889-8331 (Fax)
ceo@ontariochamber.com

PROMOTION AND EVENT FUND APPLICATION

GENERAL INFORMATION:

Name of Applicant Organization: Ontario Speedway
Complete Mailing Address: 3683 Butte Dr., Ontario, Oregon 97914
Telephone: 208-800-2036 Fax: _____ E-Mail: Ontariospeedway@gmail.com
Principal Contact Ronda Gibbons, General Manager
Complete Mailing Address: 3683 Butte Dr., Ontario, Oregon 97914
Telephone: 208-800-2036 Fax: _____ E-Mail: Ontariospeedway@gmail.com

Name of Event and Date and Time Event Will Be Held: Ontario Speedway ASBR Championship Series
Has organization applied for a V&C Grant Before: X Yes No

**If yes was the V&C grant request approved and for what amount:*

 No / \$ 10,000

**If grant request was approved did the organization give their 90 day follow-up report*

YES No

Description of Promotion or Event: Ontario Speedway hosts two of the 4-race, American Sprint
Boat Racing Championship Series. The Series comprises of two events in Port Angeles,
Washington and two events in Ontario, Oregon, with the finals being run in Ontario. The
Competitor roster count is 40+ boats, which requires a two-day racing format. The ASBR
received a request from Ontario Speedway to join this series endeavor and was approved
given that the Speedway would expand its track and spectator capacity. Upon reaching
an agreement for the next four years, Ontario Speedway is now officially part of a racing
association that provides national-caliber racing and the high-quality of competitors to
match.

NATURE OF PROMOTION/EVENT: On-site, outdoor spectating of motorsports competition

X Tourism based capital project X Multi-night local lodging event
X Special media promotion _____ Education and/or training project

Amount of Funding Support Requested: \$ 5K per event

Total Promotion/Event Budget: \$ 36,000

What specific expenditures will the granted funds be used for

Promotional Reach - Primary Ontario & Greater Treasure Valley

Radio Ads & Remote	\$5,000.00
Billboards - 3 each (1 static & 2 Digital)	\$13,000.00
Social Media - Promotions/Ads	\$3,000.00
Merchandize Promotional Giveaways	\$5,000.00
Scratch Game & Spin the Wheel	\$3,000.00
Marketing Team / Fulfillment & Execution	\$5,000.00
Partner Signage / Street & Onsite	\$2,000.00
Total Promo	\$36,000.00

List promotion/event supporters or partners**:

Title Partner – 4 Year Agreement Awarded to Stihl

Supporting Partners currently being engaged and currently being entertained for 2023

include Les Schwab, Pepsi, Air Force, Steve's Hometown Chevy, and Coors.

The Chamber of Commerce and the Visitors and Convention Board are key to our future

Partnership funding model as well.

PROJECTED PROMOTION/EVENT IMPACT:

Describe how the promotion/event will impact the Ontario economy (e.g., room nights, number of visitors/attendees, restaurant sales, retail sales, etc.): Target = 3K daily, with 25% out of area.

Promotions are primary targeting is the Greater Treasure Valley, tapping into families who are interested in spectating outdoor, motorized sports competitions. The Race Series anticipates Ontario partly drawing from the Port Angeles fan-base as well. Their reach is 500 miles out from Port Angeles and therefore, we are promoting to our secondary DMA extending into a similar 500 mile

radius for Ontario Speedway, that goes outwards to Salt Lake City, Reno, Pendleton, Tri-Cities,
LAST REVISED 3/15

Portland, Klamath Falls, and Bend. The social media targeting will be our primary outreach

Supported by our website and cross-promotion with Port Angeles and the ASBR. Target

percentage of 25% daily attendance equates to 750 out of area – steering to hotels/campgrounds.

Economic impact reported for Port Angeles is 2.5 million. Ontario Speedway will anticipate

working with the Chamber and the VAC to determine the economic impact to the City.

FINANCIAL REPORTING REQUIREMENTS:

For established groups, please provide two years of P & L Statements, a current Balance Sheet, and a proposed budget for this year's promotion/event. For newly formed groups, please provide a proposed budget of revenues and expenditures in a form similar to the one below:

PROPOSED 2023 REVENUES

Source #1 <u>Sponsorships/Partners</u>	Amount \$ <u>30,000</u>
Source #2 <u>Retail Merchandize</u>	Amount \$ <u>5,000</u>
Source #3 <u>Vendors</u>	Amount \$ <u>5,000</u>
Source #4 <u>VAC</u>	Amount \$ <u>10,000</u>
Source #5 <u>3000/Gate (2-days x 2 events)</u>	Amount \$ <u>180,000</u>

TOTAL REVENUES \$ 231,000

PROPOSED EXPENDITURES

Use #1 <u>Sponsorships/Partners Comittments</u>	Amount \$ <u>31,000</u>
Use #2 <u>Promotional Merchandize</u>	Amount \$ <u>5,000</u>
Use #3 <u>Infrastrure Watering Systems</u>	Amount \$ <u>25,000</u>
Use #4 <u>Dirtworks Expansion (Partner Buy-In)</u>	Amount \$ <u>(87,500)</u>
Use #5 <u>Grass Seeding / Landscaping</u>	Amount \$ <u>6,000</u>
Use #6 <u>Track Fence Safety Upgrades</u>	Amount \$ <u>21,000</u>
Use #7 <u>Shade Covers & Fit and Finish</u>	Amount \$ <u>10,000</u>
Use #8 <u>Bleachers & Tables</u>	Amount \$ <u>10,000</u>
Use #9 <u>Gravel Surfacing</u>	Amount \$ <u>10,000</u>
Use #10 <u>Operations/Events Onsite</u>	Amount \$ <u>30,000</u>

TOTAL EXPENDITURES \$ 148,000

REVENUES MINUS EXPENDITURES \$ 83,000

As a final condition to accepting granted funds, the applicant agrees to provide the Ontario Visitors and Conventions Board with a final report summarizing results of the promotion/event (e.g., attendance, local and regional publicity, hotel/motel occupancy, closing revenue and expenditure report, etc.) within 90 days of the event/promotion.

*Use additional sheets as necessary

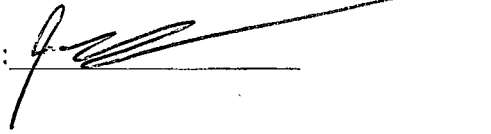
LAST REVISED 1/12

**Those supporters/partners making cash or in-kind contributions, use additional sheets as necessary.

3/13/2023
Date


Signed

RONDA GIBBONS
Printed Name of Applicant

Date Received: 3/13/2023 Ontario Area Chamber President/CEO: 



VISITORS AND CONVENTION BOARD

C/O Ontario Chamber of Commerce

876 SW 4th Avenue

Ontario, OR 97914

541-889-8012 (Voice) 541-889-8331 (Fax)

info@ontariochamber.com

PROMOTION AND EVENT FUND APPLICATION

GENERAL INFORMATION:

Name of Applicant Organization: Treasure Valley Community College Rodeo Team

Complete Mailing Address: 650 College Blvd. Ontario, OR 97914

Telephone: 541-881-5973 Fax: 541-881-2731 E-Mail: dpearson@tvcc.cc

Principal Contact Drew Pearson - Rodeo Coach

Complete Mailing Address: 650 College Blvd, Ontario, OR 97914

Telephone: 208-741-0104 Fax: 541-881-2731 E-Mail: dpearson@tvcc.cc

Name of Event and Date and Time Event Will Be Held: TVCC Chukar Rodeo - 4/7-9/2023

Has organization applied for a V&C Grant Before: ☒ Yes ☐ No

**If yes was the V&C grant request approved and for what amount:*

☒ Yes ☐ No / \$ 2000.00

**If grant request was approved did the organization give their 90 day follow-up report*

☒ Yes ☐ No

Description of Promotion or Event: Spring kick off regional rodeo for the Northwest Region of the NIRA. Followed by the TVCC

Chukar Rodeo. Teams from 13 Colleges and Universities in Oregon, Idaho, and Washington will be competing in 3 rodeos.

NATURE OF PROMOTION/EVENT:

☐ Tourism based capital project

☒ Multi-night local lodging event

☐ Special media promotion

☐ Education and/or training project

Amount of Funding Support Requested: \$ 2000.00
Total Promotion/Event Budget: \$ 11,500.00

What specific expenditures will the granted funds be used for?*: Promotion of TVCC and the City of Ontario through promotional fliers, mailings, and media advertising.

Other expenses that may need additional funding include: Stock Contractors, Announcer, Bullfighters, pick-up men, judges, and other support staff that are essential in hosting a rodeo.

List promotion/event supporters or partners**: Treasure Valley Community College
Treasure Valley Paramedics, Ontario Auto Ranch, Hometown Auto Group, AGRI - Service of Fruitland,
TVCC Ag Ambassador Club and Young Farmers and Ranchers Club,
National Intercollegiate Rodeo Association - Northwest Region

PROJECTED PROMOTION/EVENT IMPACT:

Describe how the promotion/event will impact the Ontario economy (e.g., room nights, number of visitors/attendees, restaurant sales, retail sales, etc.):* This is the first regional rodeo of the fiscal year, and we expect it to be well attended; all of the Northwest Region Colleges will be represented, with teams consisting of 18-40 members.

Other colleges who are not regional members will also be present. Last year, OSU, LCSC, PCC, and OIT were represented at the 2021 Chukar Rodeo. Judging from last year, we expect teams to stay with our local hotels for a minimum of 2 nights reserving 13 rooms or more.

In addition to rodeo teams, families from the entire region will be in attendance. We anticipate them to utilize our local lodging along with the regional secretary, announcer, bullfighters and other support staff who travel with the region.

We expect as many as 500 visitors to pass through Ontario. As they travel, they will purchase gas, food, and other items for their weekend trip. Students are REQUIRED to board their horses at the Malheur County Fairgrounds for a fee of \$15 per night. It is also possible that some individuals may need services for unexpected events, such as:

veterinary, medical, tire, and mechanical services that are offered in the city of Ontario.

FINANCIAL REPORTING REQUIREMENTS:

For established groups, please provide two years of P & L Statements, a current Balance Sheet, and a proposed budget for this year's promotion/event. For newly formed groups, please provide a proposed budget of revenues and expenditures in a form similar to the one below:

PROPOSED REVENUES

Source #1	<u>Ticket Sales</u>	Amount \$	<u>2,500.00</u>
Source #2	<u>NW Region</u>	Amount \$	<u>2,910.00</u>
Source #3	<u></u>	Amount \$	<u></u>
Source #4	<u></u>	Amount \$	<u></u>
Source #5	<u></u>	Amount \$	<u></u>

TOTAL REVENUES \$ 5410.00

PROPOSED EXPENDITURES

Use #1	<u>Rough Stock</u>	Amount \$	<u>1,500.00</u>
Use #2	<u>Timed-Event Stock</u>	Amount \$	<u>6,200.00</u>
Use #3	<u>Rodeo Stock Feed</u>	Amount \$	<u>1,200.00</u>
Use #4	<u>Advertising and Promotion</u>	Amount \$	<u>1,500.00</u>
Use #5	<u>NIRA Certified Judges</u>	Amount \$	<u>2,000.00</u>
Use #6	<u>Bullfighters</u>	Amount \$	<u>600.00</u>
Use #7	<u>Rodeo Announcer/Timers</u>	Amount \$	<u>4,000.00</u>
Use #8	<u>Pick-up Men</u>	Amount \$	<u>700.00</u>
Use #9	<u></u>	Amount \$	<u></u>
Use #10	<u></u>	Amount \$	<u></u>

TOTAL EXPENDITURES \$ 17,700.00

REVENUES MINUS EXPENDITURES \$ -12,290.00

As a final condition to accepting granted funds, the applicant agrees to provide the Ontario Visitors and Conventions Board with a final report summarizing results of the promotion/event (e.g., attendance, local and regional publicity, hotel/motel occupancy, closing revenue and expenditure report, etc.) within 90 days of the event/promotion.

3/29/2023
Date


Signed

Drew Pearson
Printed Name of Applicant

Date Received: 3/29/23

Ontario Chamber President/CEO: 

**CITY OF ONTARIO
VISITORS AND CONVENTIONS BOARD
ACTIVITY SUMMARY
BEGINNING SEPTEMBER 1997**

DATE	REQUESTOR	REQUESTED	GRANTED	DISBURSED
AUG 2021	Ontario Municipal Airport <i>STOL Drag Race</i>	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00
SEP 2021	Treasure Valley Community College <i>New Student Orientation</i>	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00
SEP 2021	Ontario Municipal Airport <i>STOL Drag Race- REFUNDED</i>	\$ (2,500.00)	\$ (2,500.00)	\$ (2,500.00)
OCT 2021	NO NEW ACTIVITY	\$ -	\$ -	\$ -
NOV 2021	City of Ontario <i>Holiday Lights</i>	\$ 1,950.00	\$ 1,950.00	\$ 1,950.00
DEC 2021	Palmer House Rose Garden <i>Healing Garden Area Preparation- REFUNDED 11/30/2021</i> <i>(Total Funds Granted = \$10,000.)</i>	\$ (7,000.00)	\$ (7,000.00)	\$ (7,000.00)
JAN 2022	Better Together, Inc. <i>Better Together Serve Day</i>	\$ 900.00	\$ 900.00	\$ 900.00
FEB 2022	NO NEW ACTIVITY	\$ -	\$ -	\$ -
MAR 2022	Palmer House Rose Garden <i>Healing Garden Area Preparation- REFUNDED 03/17/22</i> <i>(Total Funds Granted = \$10,000 / \$7000 Refunded 11/30/21)</i>	\$ (2,000.00)	\$ (2,000.00)	\$ (2,000.00)
APR 2022	NO NEW ACTIVITY	\$ -	\$ -	\$ -
MAY 2022	REVITALIZE ONTARIO <i>6th Annual Chocolate & Wine Walk</i>	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00
MAY 2022	R & R PROMOTIONS <i>Ron Dillon / Ontario Speedway</i>	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00
JUN 2022	MALHEUR COUNTY FAIR BOARD <i>The Bellamy Brothers & Fair Concert Series</i>	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00
JUN 2022	ONTARIO MUNICIPAL AIRPORT <i>Move & Display F4 Jet @ Airport</i>	\$ 12,000.00	\$ 12,000.00	\$ 12,000.00
JUL 2022	ONTARIO SCHOOL DISTRICT 8C <i>Ontario Boxing Club - Start Up Funding</i>	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00
AUG 2022	JERROD TENNEL (Kingdom Muzic, LLC) <i>Pablo A. Mendez - Holy & Hyphy Tour</i>	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00
AUG 2022	TRACY HAMMOND / FROSTY FEST <i>2022 Holiday Experience</i>	\$ 8,000.00	\$ 5,000.00	\$ 5,000.00
SEP 2022	TREASURE VALLEY COMMUNITY COLLEGE <i>TVCC NEW STUDENT ORIENTATION</i>	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00
OCT 2022	NO NEW ACTIVITY	\$ -	\$ -	\$ -
NOV 2022	NO NEW ACTIVITY	\$ -	\$ -	\$ -
DEC 2022	NO NEW ACTIVITY	\$ -	\$ -	\$ -
JAN 2023	BORDER TOWN COMIC CON <i>March 2023 Border Town Comic Con Festival</i>	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00
FEB 2023	BOYS & GIRLS CLUB OF TREASURE VALLEY <i>August 2023 National Night Out</i>	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00
MAR 2023	NO NEW ACTIVITY	\$ -	\$ -	\$ -
3/30/2023		\$ 868,868.04	\$ 736,972.77	\$ 736,972.77

**CITY OF ONTARIO
VISITORS AND CONVENTIONS BOARD
PROMOTIONS AND EVENT FUND
BALANCES THROUGH
DRAFT MARCH 2023**

2022	RESOURCES	EXPENSES	BALANCE
BALANCE FORWARD	\$762,814.15	\$727,739.60	\$35,074.55
JULY <i>T.O.T. Disbursement -\$2500</i>	\$2,500.00	\$10,000.00	\$27,574.55
AUGUST <i>T.O.T. Disbursement -\$2500</i>	\$2,500.00	\$8,000.00	\$22,074.55
SEPTEMBER <i>T.O.T. Disbursement -\$2500</i>	\$2,500.00	\$2,000.00	\$22,574.55
OCTOBER <i>T.O.T. Disbursement -\$2500</i>	\$2,500.00	\$0.00	\$25,074.55
NOVEMBER <i>T.O.T. Disbursement -\$2500</i>	\$2,500.00	\$0.00	\$27,574.55
DECEMBER <i>T.O.T. Disbursement -\$2500</i>	\$2,500.00	\$0.00	\$30,074.55
2023			
JANUARY <i>T.O.T. Disbursement -\$2500</i>	\$2,500.00	\$2,500.00	\$30,074.55
FEBRUARY <i>T.O.T. Disbursement -\$2500</i>	\$2,500.00	\$2,500.00	\$30,074.55
MARCH <i>T.O.T. Disbursement -\$2500</i>	\$2,500.00	\$0.00	\$32,574.55
APRIL <i>T.O.T. Disbursement -\$2500</i>			\$32,574.55
MAY <i>T.O.T. Disbursement -\$2500</i>			\$32,574.55
JUNE <i>T.O.T. Disbursement -\$2500</i>			\$32,574.55
TOTAL FISCAL	\$22,500.00	\$25,000.00	
ACCRUALS FROM JULY 1997 TO PRESENT	\$785,314.15	\$752,739.60	\$32,574.55