

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



**COUNCIL MEETING AGENDA
CITY COUNCIL – CITY OF ONTARIO OREGON
TUESDAY, NOVEMBER 14, 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 November 9, 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: October 25, 2023

5) PRESENTATIONS

- A) Appreciation Award: Coley's Glass
- B) Appreciation Award: Veronica Riojas

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

7) OLD BUSINESS

A) Professional Services Contract: Merchant McIntyre Grant Writers

8) NEW BUSINESS

- A) Resolution #2023-117: DEQ Civil Penalty
- B) Resolution #2023-118: Surplus Property (Rescue One Unit and Ladder Truck #109)
- C) Project Award: City Hall Elevator Modernization

9) SPECIAL ACTION

A) Latinos in Action: Ontario Promise

10) DEPARTMENT HEAD UPDATES

A) Finance: Monthly Report

11) HAND-OUTS

- A) Minutes: County Court 10-25-2023
- B) Check Register: October 2023
- C) Monthly Department Stats: October, 2023
Public Works, Fire, Police, Code Enforcement

12) CORRESPONDENCE, COMMENTS AND EX-OFFICIO REPORTS

13) 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; (c) Labor Negotiations; (d) Real Property Transactions; (e) Exempt Public Records; (f) Trade Negotiations; (g) Litigation [Current or Potential]/Consult with Legal Counsel; (h) Performance Evaluation of Public Officers and Employees; (i) Trade Negotiations; and/or (j) Labor Negotiations.

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



CITY COUNCIL MEETING MINUTES October 25, 2023

The scheduled meeting of the Ontario City Council was called to order by Mayor Deborah Folden at 6:00 p.m. on Wednesday, October 25, 2023, in the Council Chambers of City Hall. Council members present were Penny Bakefelt, Susann Mills, John Kirby, Eddie Melendrez, Deborah Folden, and Ken Hart. Sam Baker was excused.

Members of staff present were Dan Cummings, Tori Barnett, Corinna Hysell, Clint Benson, Kari Ott, Al Haun, Andy Woods, and Michael Iwai. Attending during the Executive Session was attorney Dustin Hawkins.

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

AGENDA

This Agenda was posted October 20, 2023. Copies of the Agenda are available from the City Hall Customer Service Counter and on the city's website www.ontariooregon.org.

Mayor Folden added a second statute to the Executive Session, adding ORS 192.660(2)(f): Attorney/Client Privilege.

HART moved, BAKEFELT seconded, **TO ADOPT THE AGENDA AS AMENDED**. Roll call vote: Mills-yes; Baker-out; Kirby-yes; Hart-yes; Bakefelt-yes; Melendrez-yes; Folden-yes. Motion carried 6/0/1.

CONSENT AGENDA

HART moved, MILLS seconded, **TO ADOPT THE CONSENT AGENDA, WHICH CONSISTED OF APPROVAL OF COUNCIL MEETING MINUTES OF OCTOBER 10, 2023**. Roll call vote: Mills-yes; Baker-out; Kirby-yes; Hart-yes; Bakefelt-yes; Melendrez-yes; Folden-yes. Motion carried 6/0/1.

PRESENTATION

Recognition by City of Ontario Police Department: Verna Pike, C.O.P.s

Ms. Pike was asked to stand, and received a plaque from Police Chief Michael Iwai. Councilor Bakefelt read a statement: *I'd like to take this opportunity to thank Verna Pike for her year of service to the city by serving on Citizens on Patrol. Verna has served as a volunteer on COP for a number of years, and logged in over 800 hours of volunteer service since 2016. Verna served with dedication and was very passionate about COP. Verna personally trained all the new COP members on her watch. At the peak, we had approximately 16 members. Verna patrolled the city, attended various meetings promoting COP, and assisted with parades and events. In addition, Verna scheduled and ran all the monthly COP meetings, and kept all members apprised of all upcoming events and required trainings. Verna set a good example for all the COP members, and made sure all the rules were followed, keeping the COP members safe. Please join me in thanking Verna for a job well done.*

Chief Iwai stated while he had not known Ms. Pike long, he appreciated her work within the City of Ontario. When he first met her, her tenacity and what she wanted from the police department, he appreciated. She schooled him, she educated him on how the COPs were impacting and augmenting the department. There were a handful of events where COPs volunteered, from traffic control to just supporting the department. The numbers dwindled, and there were some issues regarding how they were going to move COPs in the future, but her seven years served in capacity of coordinator had not gone unnoticed. He appreciated her and the



entire COP team. He presented Ms. Pike with a plaque, which read: *To Verna Pike, In recognition of your hard work as a COP volunteer coordinator, November 2016 to August 2023. Thank you for your commitment to serving our community with the Ontario Police Department, 2023.*

NEW BUSINESS

East Lane Design: Jacobs Engineering

Al Haun, Assistant Project Director, presented.

The City of Ontario received funds through the Oregon Department of Transportation (ODOT) that needed to be expended within the coming year. Rehabilitating the pavement on East Lane from West Idaho to SE 5th Street was a high priority pavement rehabilitation project and had been identified for improvement. A Jacobs Task Order was developed to conduct the design and create a set of biddable construction documents on this short timeline. The Task Order was in front of the Council for approval tonight.

ODOT contributed funds for roadway project on an annual basis to all communities in the state. Funds were collected as part of the gas tax and the program was specifically called the Fund Exchange. The state could hold these dollars for communities to allow them to accumulate the necessary amount of funding to cover specific projects. These funds, along with budgeted CIP funds, would allow this project to be completed. Staff was seeking Council approval of the Jacobs Task Order to develop construction documents to bid the East Lane Rehabilitation Project. The funds in the ODOT Fund Exchange program had a date by which they had to be spent. In order for the city to not lose any state funds, the city had to engage in a project and begin the process of expending the funds.

This project met the Desirability goal directly by improving city streets. It also met the goal of Beautification by developing a new clean street surface with improved safety for bicycles, pedestrians, and vehicles. The renewed pavement section would provide better support for traffic growth, another Strategic Plan goal.

Currently, the city needed+ to utilize \$748,000 in ODOT fund exchange dollars or risk losing them. These funds, with the additional budgeted CIP funds, would fund this project. The total funding available was just over \$2 million and was budgeted in the street fund. Timing of this effort was critical, as delay in spending the ODOT funds for construction could result in loss of the funding.

MILLS moved, KIRBY seconded, **THE CITY COUNCIL APPROVE THE TASK ORDER WITH JACOBS TO CONDUCT THE DESIGN AND DEVELOP BIDDABLE CONSTRUCTION DOCUMENTS FOR THE EAST LANE REHABILITATION PROJECT IN THE AMOUNT OF \$58,100 AND APPROVE THE CITY MANAGER TO SIGN ALL REQUIRED DOCUMENTS.** Roll call vote: Mills-yes; Baker-out; Kirby-yes; Hart-yes; Bakefelt-yes; Melendrez-yes; Folden-yes. Motion carried 6/0/1.

Resolution #2023-116: Beck Park Grant

Dan Cummings, City Manager, presented.

Staff would like to apply for a grant for the improvement of the Beck Kawanis Park Pond Trail. To apply for a grant, a resolution was required from the City Council, supporting the grant, and required matching funds.

The City Manager established a grant committee to look for grants to aid in applying for grants for the city. As part of the Park's Master Plan for the Beck Park Pond area, the reconstruction of the trail around the park was an approved project by the Council, who funded \$40,000.00 in the 2023-2024 budget for the trail improvement. Staff would like to improve the existing gravel trail to a hard surface trail to allow ADA (American Disability Act) accessibility and was looking for grants to help do so.

For one of the grants staff was applying for, a resolution by the governing body was required in support of the grant. If the grant was awarded, \$25,000 out of the budgeted \$40,000 for the path upgrade would have to be committed to this grant. The deadline for applying for this grant was in early November and the resolution was needed to complete the application process.



MELENDREZ moved, MILLS seconded, THE CITY COUNCIL APPROVE RESOLUTION #2023-116, A RESOLUTION IN SUPPORT OF APPLYING FOR AN OREGON LAND AND WATER GRANT IN THE AMOUNT OF \$50,000.00 WHICH REQUIRES A 50% MATCH OF \$25,000.00 FOR A TOTAL GRANT AMOUNT OF \$75,000.00 AND AUTHORIZE THE MAYOR TO SIGN THE RESOLUTION. Roll call vote: Mills-yes; Baker-out; Kirby-yes; Hart-yes; Bakefelt-yes; Melendrez-yes; Folden-yes. Motion carried 6/0/1.

PUBLIC HEARING

Accept Right of Way for a Portion of NW 11th Street and NW 24th Avenue, per Approved Partition Plat, Approved Under Planning Action 2022-05-23 PTN

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

Dan Cummings, City Manager/Community Development Director, presented.

The City Council, who was the governing body for the City of Ontario, needed to accept the right of way of a portion of NW 11th Street and NW 24th Avenue. The subject property had been partitioned by 2317 NORTHWEST 11TH, LLC, into two parcels with public right of way being dedicated. The action required the dedication of public right of way for portions of NW 11th Street and NW 24th Avenue. Construction of all the public improvements had been completed and accepted by the city and the Partition was ready to be finalized. The public right of way needed to be accepted by the City Council.

There was no financial cost to the city at this time other than normal maintenance of the city infrastructure developed as part of this partition and construction of the property. This action needed to be completed so the city had the authority to maintain the city infrastructure within the right of way. The City Council, under 10B-55-45 for a land division involving the creation of streets, shall, by action of the City Council at a public hearing, approve the final plat by motion accepting the public right of way, and the Mayor and planning officials shall sign the plat.

The Hearing was opened for public testimony. Opponents: None. Proponents: None. There being no Proponent and no Opponent testimony, the Hearing was closed.

MILLS moved, MELENDREZ seconded, THE CITY COUNCIL APPROVE THE DEDICATION OF THE RIGHT OF WAY FOR A PORTION OF NW 11th STREET AND NW 24th AVENUE AS SHOWN ON THE PARTITION PLAT, SAID PARTITION BEING APPROVED BY AN ADMINISTRATIVE ACTION ON AUGUST 25, 2022, UNDER PLANNING FILE 2022-05-23PTN, AND AUTHORIZE THE MAYOR TO EXECUTE HER SIGNATURE ON THE FINAL PLAT ACCEPTING THE DEDICATED RIGHT OF WAY SHOWN ON THE PLAT. Roll call vote: Mills-yes; Baker-out; Kirby-yes; Hart-no; Bakefelt-yes; Melendrez-yes; Folden-yes. Motion carried 5/1/1.

DEPARTMENT HEAD UPDATE

Airport: Quarterly Report

Andy Wood, Airport Manager, presented.

HAND-OUTS

Minutes:

County Court 10-04-2023

Tater Tot Trail 09-13-2023

Public Works 09-19-2023

Check Register

September, 2023



- Councilor Kirby stated with regard to the Tater Tot Trail, they'd gotten to a point where they were looking for some talent. Alexandra Stone, Parks Service, had been a great aid, and they'd received citizen input and meetings where things were flushed out. They needed a narrative. There was a lot of knowledge on the committee, but no way to write it up. Fortunately, at the last meeting Gary Fugate stepped forward to help write a story to accompany the pictures and statistics. Alexandra had people in Washington, DC, who were going put it together, so it was a story backed up by statistics and photos. Things were really moving forward.

CORRESPONDENCE, COMMENTS, AND EX-OFFICIO REPORTS

- Councilor Kirby asked when Fall Clean-Up was scheduled.

Ms. Hysell stated it was set for November 13-17, 2023.

- Councilor Bakefelt let everyone know National Night Out was scheduled for August 13, 2024, 4-7pm.
- Mr. Cummings stated the seven foot security fence on the west side of the airport had been completed this week. He and Al Haun made the final drive through that day to ensure it met requirements, and it looked very nice. It was hoped it would help control the weed situation, as well as animals getting in the area. Also, it now sectioned off the recreation area where the speed boat races occurred. The fence basically secured the active airport from all outside activities and actions.
- Councilor Mills stated every year the Sheriff's Department held a citizen's academy, once a week, for six weeks, for about 2½ hours. It was to familiarize people with the department and what they did. She would be participating this year, and encouraged others to sign up.

Councilor Bakefelt stated she attended the previous year, and it was very beneficial. It was a great program, and it was free.

- Councilor Melendrez stated he visited the unhoused site the city had, and he also stopped by the meal site, which was going through a change of hands. While visiting the meal site, and speaking with some people at the unhoused site, he asked about their needs, and what it was like out there. One shared that OPD had been very helpful in guiding them on where they could go. He appreciated hearing that. But, as a city, could they do more? Maybe it was a good upcoming discussion item, or new business. Maybe someone on the Council or staff could lead a coalition or ad hoc committee to bring various organizations together to provide services. For example, Community in Action offered housing services, or Lifeways offered help for substance abuse or mental health services. It would be great if the city were to lead that.

EXECUTIVE SESSION

Executive Session: ORS 192.660(2)(h) and ORS 192.660(2)(f)

An executive session was called at 6:50 p.m. under provisions of ORS 192.660(2)(d) to discuss Labor Negotiations and ORS 192.660(2)(f) Attorney/Client Privilege. The Council reconvened into regular session at 8:07 p.m.

ADJOURN

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

ACCEPTED:

ATTEST

Deborah K. Folden, Mayor

Tori Barnett, MMC, City Recorder





**AGENDA REPORT
OLD BUSINESS
November 14, 2023**

To: Mayor and City Council

FROM: Dan Cummings, City Manager

THROUGH: Danny K. Cummings, City Manager

SUBJECT: **PROFESSIONAL SERVICES CONTRACT: MERCHANT MCINTYRE GRANT WRITERS**

DATE: November 9, 2023

PROPOSED MOTION:

I MOVE THE CITY COUNCIL TO APPROVE A NEW ONE-YEAR EXTENSION OF THE CONTRACT UNDER THE SAME CONDITIONS AS THE EXISTING CONTRACT WITH MERCHANT MCINTYRE & ASSOCIATES FROM DECEMBER 1, 2023, TO NOVEMBER 30, 2024, AND AUTHORIZE THE CITY MANAGER TO SIGN THE AGREEMENT ONCE COMPLETED.

OR

I MOVE THE CITY COUNCIL DECLINES TO APPROVE AN EXTENSION OF THE CONTRACT WITH MERCHANT MCINTYRE & ASSOCIATES AT THIS TIME.

SUMMARY:

Currently, the city has been operating on a one-year contract with Merchant McIntyre that expires on November 30, 2023. If the Council wants to continue with their service past the current expiration date, an extension of the contract is needed.

BACKGROUND:

For the past several years, the city has contracted with Merchant McIntyre & Associates for grant writing service with some results that will be presented tonight by Merchant McIntyre. Also, see attached Council Memo from Merchant McIntyre & Associates.

CURRENT SITUATION:

To continue with the grant writing services, an extension of the contract is needed.

ANALYSIS:

- A. **STRATEGIC PLAN** Pursuing grants is part of the City Council Strategic Plan to help fund projects and meet city needs.
- B. **FINANCIAL** A one-year contract with Merchant McIntyre & Associates would be \$78,000, or \$6,500 per month.

- C. **TIMING** A decision needs to be made prior to the expiration of the current contract on November 30, 2023, if that is the direction the Council wants to take. This would allow staff to continue to have Merchant McIntyre work on the federal grants.
- D. **POLICY/LEGAL** The Council is the governing body for contracts outside of the normal city operation process.

ALTERNATIVES:

No alternatives have been presented.

RECOMMENDATION:

Staff makes no recommendation on the new contract extension with Merchant McIntyre & Associates.

ATTACHMENTS:

1. City of Ontario 2024 Grant Planning_November Council Memo
2. Merchant McIntyre Services Agreement x1year 12-1-22 thru 11-30-23 (12-11-2022) (1)
3. OntarioOR-MM.ServiceAgreement_Extension_12-1-2023-11-30-24



City of Ontario 2023-2024 Grant Planning

All of us at Merchant McIntyre have been honored to serve the City of Ontario the past three years. In 2023, we were pleased to help the City receive a major grant award through the Bipartisan Infrastructure Law with the announcement of a \$280,000 Safe Streets and Roads for All (SS4A) grant. In addition to the immediate funding, the SS4A grant sets the City up for larger implementation grant funding from the program in 2024 and 2025. We are also encouraged by the submission of the Rural and Tribal Assistance Program (RTAP) application earlier this year, which will provide the City with an additional \$320,000 in grant funding, if awarded (announcements are expected in the next six weeks).

In addition to targeting competitive grant applications, we recommend a continued focus on the highly competitive congressionally directed funding process that leverages our combined relationships with key Congressional and federal program staff. MM deploys a strategic approach to earmark funding, which includes formal project design that aligns with both its clients' priorities and congressional processes as well as targeted, sustained engagement with Members of Congress and their staff (DC and local) such as Senator Merkley and Wyden. On behalf of the city, MM submitted funding requests for the Snake River Trail in FY22/23 and for a fire ladder truck in FY24. While ultimately not chosen for funding, the requests did make both Senators' priority request lists all three years.

While we have achieved these small handful of successes, we remain focused on securing significant funding that addresses your infrastructure, public safety, economic development, and other needs.

We continue to work closely with city leadership and staff to target forecasted federal grants and "earmark" submissions best aligned with city priorities. Our ability to predict which grants are coming, combined with our joint strategic review and a clear understanding of the grant requirements we must begin addressing ahead of the funding release, enables us to work together with city staff to substantially increase our chances for success.

Grant Application Requirements

Ongoing discussions with city staff will clarify our joint recommended projects and the funding targets on which we're launching specific grant development activities that must proceed now in order for the city to be competitive for these upcoming opportunities. We also continue to work with city staff and consulting engineers to ensure these specific activities are underway and clear in the applications we submit, so the City can truly be competitive for infrastructure-focused grant funding.

- **Preliminary Design & Engineering.** For all infrastructure grant applications, we must have preliminary design & engineering information that details the scope of work, schedule, budget, and construction activities associated with the project. *MM ensures city engineering staff has information and requirements (via agency guidance, templates, and winning examples) it needs to complete this information for the application.*
- **Return on Investment.** We must demonstrate the return the government will receive for every grant investment it makes in the city. For infrastructure funding this means the inclusion of a Benefit-Cost Analysis (BCA) in each grant application. For earmarks and other grants, we must include compelling information in our narrative. *MM ensures city leadership and engineering staff understand the requirements (via agency guidance, templates, and examples) for a BCA and develop timelines that enable inclusion of the analysis in the application.*



- **Public Engagement.** Increasingly, federal grants require applicants to demonstrate robust public engagement in developing a project and grant application. Public meetings, surveys, and coordination with critical stakeholders and community organizations can make the difference in a funding award decision. *MM outlines the public engagement plan, drafts letters of support, and creates a timeline that enables this engagement to proceed in advance of the grant application submission.*

MM's organization of the entire application, writing of the grant narrative, and deployment of political support must be combined with these city-led components to drive up our success rate for the city. We also ensure city leadership and staff are aware of, and able to appropriately plan and budget for, funding match requirements for each grant we target. Most of the grant targets we've outlined below do require a match commitment from the city, though percentages and approaches (cash vs. in-kind) vary.

Grant Targets

The grant targets we recommend the city move on in 2024 are based on current grant awards and pending applications, as well as ongoing discussions with city leadership and staff regarding priorities and capacity.

Timeframe	Grant Program	Targeted Project
Grant released in late November and due in late February 2024.	RAISE Discretionary Grant	Implementation of the City's Active Transportation Plan. This will include funding for city priority projects that include the interconnection of high-quality safe routes to school, transit infrastructure and access to downtown. The project will also add safe and more inviting walking and bicycling facilities between the east and west sides of the Interstate, while implementing an improved streetscape for East Idaho Avenue. The project will address long-standing issues with streetlights and continues the rehabilitation and redevelopment of SE 2 nd Street from East Idaho Avenue to SE 5 th Avenue and from SE 12 th Avenue to SE 18 th Avenue. Finally, the project will extend trail networks, convenient pathways, greenway access points, and open space connections. <i>(Depending on the DOT award announcement, this grant application process will be supported by the funding provided through the RTAP grant.)</i>
November-December 2023 planning for submission in March/April 2024.	Congressional Initiated Projects (earmarks)	Options include the following: Water Projects: 1. Expansion of capacity of existing water treatment plants to address looming



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		capacity issues. According to a 2020 report, treatment plants are struggling to meet daily capacity needs. 2. Construction of a new water treatment plant on the 'north site' to increase access now and in the future to clean drinking water. 3. Installation of new water lines at multiple sites throughout the city to improve distribution system looping to increase access and efficiency for clean drinking water and fire flow. Housing Project Ideas: 1. Construction of a new homeless shelter w/ wrap-around mental health services to address the ongoing homelessness issue in the city and county at large. 2. Expansion of current shelters, mental health and wrap-around services. First Responder Equipment and Technology City and County focused.
All three grants will be released and due between Jan-March 2024. Choose 1 based on priority need(s). Application launch to begin post-Thanksgiving 2023.	- Assistance to Firefighters Grant (AFG) - Staffing For Adequate Fire and Emergency Response (SAFER) - Fire Prevention & Safety (FP&S)	Equipment; staffing (recruitment, hiring, & retention); training; and equipment
DOJ grant releases across multiple programs will begin in early 2024 and continue into the summer. Choose 1 based on priority needs.	- Body-Worn Camera (BWC) Program - COPS Hiring Program (CHP) - School Violence Prevention Program (SVPP) // STOP School Violence Program - Community Policing Development (CPD) // Just Policing Program (JPP)	Law enforcement priorities, including staffing, training, equipment, school violence prevention, and department-wide improvements.
February 2024 expected release.	Safe Streets and Roads for All (SS4A) Implementation Grant	Funding for projects identified in the City's SS4A Action Plan. This will likely include components from the Active Transportation Plan, such as pedestrian and bicycle routes



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		and safety measures, street light improvements, and more.
Supporting as necessary.	State of Oregon / Other opportunity referred by the city.	We are including a placeholder in our 2023 plan to account for state grant opportunities that MM can support.

Once again, MM has greatly appreciated the continued opportunity to serve the City of Ontario and remains encouraged by the funding opportunities before us. We thank you for your consideration of our partnership and look forward to discussing the recommended grant targets and approaches detailed in this document.

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SERVICE AGREEMENT

THE CITY OF ONTARIO, OR (the “City”) agrees to retain **MERCHANT MCINTYRE & ASSOCIATES, LLC**, a Delaware limited liability company with a principal place of business in Washington, D.C. (“MM”) (together, the “Parties”), for government relations services commencing on December 1, 2022 and terminating on November 30, 2023 (the “Term”).

Fee. The City agrees to pay MM a total professional fee of \$6,500 per month, billed monthly in advance. Payment shall be due on receipt and made payable to MM each month at the address listed on the MM invoice(s). Federal funds may not be used to pay MM professional fees.

Scope of Work. MM shall provide the following services during the Term of this Agreement:

1. Continue identifying federal grant opportunities for which the City is eligible and competitive;
2. Support the City in all facets of the federal grant process, including planning, partnership development, grant writing, budget development, proposal submission, administrative requirements, and compliance; and
3. Build, strengthen, and help leverage relationships with the City’s Congressional delegation, the Administration, and other key decision-makers to support the City’s position on federal legislation, including appropriations.
4. Support and submit applications for State of Oregon grant opportunities on a case-by-case basis, at the direction of the City Manager. Prior to moving forward with any State of Oregon grant applications, MM will negotiate a per-application fee with the City Manager for each state grant submission.

Assurances. In its capacity as a consultant, MM shall make its best effort to assist the City in pursuing its federal funding and government relations objectives. The nature of these objectives shall be determined by the City with the advice and assistance of MM. In this role, MM shall plan and implement all government relations strategies designed to accomplish the City’s federal funding objectives; assist in the preparation of grant applications and supporting materials for the initiatives; develop meetings with Members of Congress, congressional staff, and federal agency decision-makers to advance the funding initiatives; and serve as liaison to federal agencies relevant to the City’s funding initiatives. The City agrees to frequent communication with MM and to provide MM the necessary information in real time to help MM plan and implement strategies. MM agrees to collect and store all City grant application documents and provide them to City staff when requested and upon termination of this agreement.

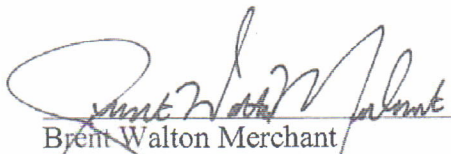
Indemnification. The City agrees to indemnify and hold MM harmless from and against all liability, including all actions, claims, damages, costs, and attorneys’ fees, which MM may incur (or to which MM may be a party), arising out of actions taken or statements made by MM at the

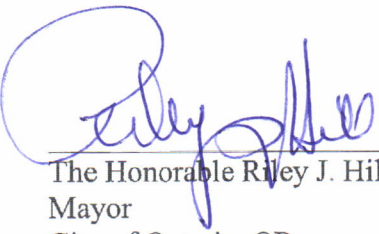
City's direction or based upon information provided by the City, except in the event of wrongful acts or omissions on MM's part.

Assignment. No other party shall assign any of its rights or delegate any of its duties or obligations under this Agreement without the express written consent of the other party.

* * *

IN WITNESS THEREOF, the parties hereto have executed or approved this Agreement on the dates below their signatures.


Brent Walton Merchant
Principal and Co-Founder
Merchant McIntyre & Associates, LLC
Date: December 7, 2022


The Honorable Riley J. Hill
Mayor
City of Ontario, OR
Date: Dec 11, 2022

####



SERVICE AGREEMENT

THE CITY OF ONTARIO, OR (the “City”) agrees to extend the current contract with **MERCHANT MCINTYRE & ASSOCIATES, LLC**, a Delaware limited liability company with a principal place of business in Washington, D.C. (“MM”) (together, the “Parties”), that expires November 30, 2023, for government relations services continuing from on December 1, 2023, and terminating on November 30, 2024 (the “Term”).

Fee. The City agrees to pay MM a total professional fee of \$6,500 per month, billed monthly in advance. Payment shall be due on receipt and made payable to MM each month at the address listed on the MM invoice(s). Federal funds may not be used to pay MM professional fees.

Scope of Work. MM shall provide the following services during the Term of this Agreement:

1. Continue identifying federal grant opportunities for which the City is eligible and competitive;
2. Support the City in all facets of the federal grant process, including planning, partnership development, grant writing, budget development, proposal submission, administrative requirements, and compliance; and
3. Build, strengthen, and help leverage relationships with the City’s Congressional delegation, the Administration, and other key decision-makers to support the City’s position on federal legislation, including appropriations.

Assurances. In its capacity as a consultant, MM shall make its best effort to assist the City in pursuing its federal funding and government relations objectives. The nature of these objectives shall be determined by the City with the advice and assistance of MM. In this role, MM shall plan and implement all government relations strategies designed to accomplish the City’s federal funding objectives; assist in the preparation of grant applications and supporting materials for the initiatives; develop meetings with Members of Congress, congressional staff, and federal agency decision-makers to advance the funding initiatives; and serve as liaison to federal agencies relevant to the City’s funding initiatives. The City agrees to frequent communication with MM and to provide MM the necessary information in real time to help MM plan and implement strategies.

Indemnification. The City agrees to indemnify and hold MM harmless from and against all liability, including all actions, claims, damages, costs, and attorneys’ fees, which MM may incur (or to which MM may be a party), arising out of actions taken or statements made by MM at the City’s direction or based upon information provided by the City, except in the event of wrongful acts or omissions on MM’s part.

Assignment. No other party shall assign any of its rights or delegate any of its duties or obligations under this Agreement without the express written consent of the other party.

* * *

IN WITNESS THEREOF, the parties hereto have executed or approved this Agreement on the dates below their signatures.

Brent Walton Merchant
Principal and Co-Founder
Merchant McIntyre & Associates, LLC

Date: _____

Dan K. Cummings
City Manager
City of Ontario, OR

Date: _____

####



**AGENDA REPORT
NEW BUSINESS
November 14, 2023**

To: Mayor and City Council

FROM: Casey Mordhorst, Public Works Director

THROUGH: Danny K. Cummings, City Manager

SUBJECT: RESOLUTION #2023-117: DEQ CIVIL PENALTY

DATE: November 6, 2023

PROPOSED MOTION:

I MOVE THE CITY COUNCIL TO APPROVE RESOLUTION #2023-117: TO APPROPRIATE FUNDS FOR DEQ CIVIL PENALTY AND PAY THE CIVIL PENALTY OF \$11,200 TO OREGON DEQ FOR THE UNPERMITTED DISCHARGE OF APPROXIMATELY 400,000 GALLONS OF TREATED WASTEWATER EFFLUENT INTO THE MALHEUR RIVER.

SUMMARY:

On September 3, 2022, the 12" force main from the WWTP to Skyline Farms broke. After getting the pump shut down and the valves closed, approximately 400,000 gallons of treated wastewater effluent flowed into the Malheur River. All required notifications were made to the state agencies. The pipe was repaired and filled to make sure all issues had been repaired. Oregon DEQ inspected the site after the repair was made while completing the WWTP NPDES Permit Audit. On November 30, 2022, the city was notified they were in violation of an Unpermitted Discharge to the Malheur River from the pipe break on September 3, 2022. The City Manager appealed their decision, ultimately having no effect on the violation. The city received a Notice of Civil Penalty Assessment and Order dated September 26, 2023, for the unpermitted discharge of 400,000 gallons of treated wastewater effluent into the Malheur River. The Civil Penalty for this violation is \$11,200.00.

BACKGROUND:

During the summer months, the treated wastewater effluent is pumped from the WWTP to the Skyline Farm and is stored for irrigation. The city is permitted to discharge into the Snake River from November 1st to March 31st each winter based on the NPDES permit with Oregon DEQ. The line that conveys the treated effluent is a 12" ductile iron pipe to withstand the high pressure required to pump to the Skyline Farm. This pipe was installed in 1998.

CURRENT SITUATION:

The pipe line is used annually to send treated effluent from the WWTP to the Skyline Farm for irrigation use. The Skyline Farm is a tool that allows the city to use the treated effluent and not have to build additional lagoons to store the effluent until the winter months each year.

ANALYSIS:

- A. **STRATEGIC PLAN** Continue to use the Skyline Farm to keep the cost of disposing of treated wastewater effluent as low as possible for the citizens of Ontario.
- B. **FINANCIAL** The use of the Skyline Farm keeps the cost of waste water disposal down and manageable for the citizens of Ontario.
- C. **TIMING** The city will need to pay the civil penalty of \$11,200 as soon as this action is approved.
- D. **POLICY/LLEGAL** Staff looked into trying to fight this further and decided that the cost of fighting the penalty could easily go above the cost issued by DEQ in the enforcement. Ultimately, this is an unpermitted discharge to the Malheur River and the city would more than likely have to pay the civil penalty anyway.

ALTERNATIVES:

There are no alternatives as the city appealed the assessment and the appeal was denied.

RECOMMENDATION:

Staff recommends approving the funding resolution and pay the Civil Penalty of \$11,200 to Oregon DEQ and approve the City Manager to sign all required documentation.

ATTACHMENTS:

- 1. 101633-PEN-ONTARIO-20221130
- 2. CM resonse to DEQ Pre-enforcement letter_12-5-22
- 3. DOC092923-09292023092134
- 4. Reso #2023-117 DEQ PENALTY



Oregon

Kate Brown, Governor

Department of Environmental Quality

Eastern Region Pendleton Office

800 SE Emigrant Avenue, Suite 330

Pendleton, OR 97801

(541) 276-4063

FAX (541) 278-0168

TTY 711

November 30, 2022

Mr. Dan Cummings
City of Ontario
444 SW 4th Street
Ontario, OR 97914

Re: Pre-Enforcement Notice
City of Ontario
2022-PEN-7875
File 63631, NPDES 101633
Malheur County

Dear Mr. Cummings:

DEQ has reviewed submitted discharge monitoring reports (DMRs) in accordance with your assigned NPDES (101633) permit with seasonal discharge to the Snake River.

Based on the DMR review and follow-up communications regarding a discharge to the Malheur River, DEQ has documented the following two (2) violations of Oregon environmental law. Please note the additional information in the Corrective Action section listed below which is in reference to the recently modified permit as follow-up to these violations.

Violation #1: Unpermitted Discharge to the Malheur River

The City's NPDES permit contains effluent limitations required for the treated water discharged to the Snake River. Schedule A, Table A2 of the permit establishes these effluent limits at Outfall 001 and the permit prohibits discharge to surface water during the period of May 1 – October 31 each year. The permit does not authorize discharge of wastewater effluent to the Malheur River and only authorizes discharge to the Snake River via Outfall 001 or land application of recycled water at sites under an approved recycled water use plan.

On September 3, 2022 at approximately 9:45am per phone and email reporting from JACOBS staff, a line break occurred where treated wastewater effluent is conveyed via pipe under the Malheur River to the Skyline land application site. Approximately 400,000 gallons was estimated to have been released to the river before discharge could be ceased at approximately 11:30am. The discharge was ceased by closing the valve on the discharge pipe to the Skyline Site and holding water in the lagoons while repairs were coordinated. No further discharge was reported while repairs of the pipe were coordinated via multiple agencies. The pipe repair was completed September 20, 2022. Additionally, a noncompliance report form was provided to DEQ on September 8, 2022 (Attachment 1). Based on the information provided, DEQ has determined that the pipeline failure was not beyond reasonable control for the facility.

Per DEQ's enforcement guidance, discharging any waste that enters waters of the state, either without a waste discharge permit or from a discharge point not authorized by a waste discharge permit is a Class I violation (OAR 340-012-0055(1)(c)).

Corrective Action Required for Violation #1:

The City reported this violation in timely fashion to DEQ and has already coordinated the necessary repair with documentation provided to DEQ. The facility is responsible for compliance with discharges authorized by the permit at the specific outfall locations and to prevent discharges to surface water not authorized by the permit. The permittee must at all times properly operate and maintain all facilities and systems of treatment and control to achieve compliance with the conditions of the permit.

Violation #2: Effluent Exceedance

On April 3, 2022 the City reported a daily maximum effluent pH exceedance of 9.1 SU. The permit requires that effluent pH must maintain a minimum of 6.0 SU and maximum of 9.0 SU during the period of discharge: November 1 – April 30. The City also provided noncompliance reporting form to DEQ in a timely manner and described the actions taken to reduce, eliminate and prevent reoccurrence of the noncompliance, including: shutting off the flow of the outfall, increasing acid delivery by adding another pump and tote at the end of the contact chamber, and recalibrating the probe sensor. Further data reported show that the City remained with the required permit limits thereafter. Per DEQ's enforcement guidance violating a technology-based effluent limit when the discharge is outside the permitted pH range by 1 pH unit or less is a Class III violation (OAR 340-012-0055(3)(b)).

Corrective Action Required for Violation #2:

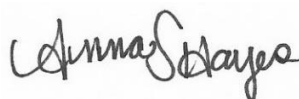
The City took corrective actions immediately, therefore no corrective actions are recommended at this time. The permittee must at all times properly operate and maintain all facilities and systems of treatment and control to achieve compliance with the conditions of the permit.

Class I violations are considered to be the most serious violations; Class III violations are the least serious.

The violations cited above have been referred to the DEQ's Office of Compliance and Enforcement for formal enforcement action. Formal enforcement action may result in assessment of civil penalties and/or a Department order. A formal enforcement action may include a civil penalty assessment for each day of violation.

If you believe any of the facts in this Pre-Enforcement Notice are in error, you may provide information to me at the office at the address shown at the top of this letter. DEQ will consider new information you submit and take appropriate action. DEQ endeavors to assist you in your compliance efforts. Should you have any questions about the content of this letter or desire any follow-up technical assistance, please contact me at (541) 246-4562.

Sincerely,

A handwritten signature in black ink, appearing to read "Anna Morgan-Hayes". The signature is fluid and cursive, with the first name "Anna" being more prominent.

Anna Morgan-Hayes
Water Quality Permitting and Compliance

ec: Justin Sterger, DEQ, Eastern Region Water Quality
Paul Woods, Jacobs, City of Ontario
Casey Mordhorst, Jacobs, City of Ontario
Mike Hiatt, Eastern Region Water Quality
WQ Data Crew



Oregon Department of Environmental Quality

Noncompliance Reporting Form

For all permit violations, including monitoring requirements.

Use this form to report all instances of noncompliance *except* sanitary sewage overflows. Fill out all fields and sign. You may attach additional information to this report to explain the circumstances of noncompliance. This information may include but is not limited to maintenance records and monitoring results.

FACILITY / CONTACT INFORMATION		
Name of Permittee: City of Ontario		
Contact Name: Sam Jeffryes		
Phone: (541)915-6187	Email: samuel.jeffryes@jacobs.com	Date: 9/8/22
DEQ Permit #: 101633	DEQ File #: 63631	EPA ID #: OR.0020621
Has non-compliance been corrected?: ☒ Yes ☐ No		
Expected time noncompliance is expected to continue:		
Date/Time Started: 0945	Date/Time Stopped : 1130	
Description of Noncompliance: discharge of treated, disinfected wastewater effluent.		
AGENCY AND PUBLIC NOTIFICATION		
Was the non-compliance one of the following:		
• A noncompliance which may endanger health or the environment	Yes ☐	No ☒
• An unanticipated bypass which exceeds any effluent limitation in this permit	Yes ☐	No ☒
• An upset which exceeds any effluent limitation in this permit	Yes ☐	No ☒
• Violation of maximum a daily discharge limitation	Yes ☐	No ☒
If yes to any of the above, complete the rest of this section.		
OERS Number: 2022-2060		
Signs posted? Where?: NA		
Media contacted? Who?: NA		
List any other steps taken to notify the public and/or state and federal agencies: contacted OERS on 9/3/22, and OR DEQ on 9/6/22.		
CAUSE(S)		
Cause or suspected cause(s): A break on the reuse transmission line to Skyline Farms where it crosses underneath Malheur River. Exact failure point unknown at this time.		

Oregon DEQ Noncompliance Reporting Form

continued

RAINFALL DATA			
Rainfall (for storm-related noncompliance):	inches	Design Storm:	inches
Source of rainfall data:			
CORRECTIVE ACTIONS			
List actions taken or planned to reduce, eliminate, and prevent reoccurrence of the noncompliance.			
Actions taken (describe): Line has been isolated, and pumps turned off. Awaiting approval to begin construction work in the river			
Actions planned and schedule for those actions (describe): Contractor has been secured to perform repair. Contact has been made with US Army Corps of Engineers, and Oregon DSL, to obtain permitting.			
COMMENTS			
Comments:			

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.



Authorized Signature

Samuel Jeffryes

Name (print)

DRC

Title (print)

9/8/22

Date

(541)915-6187

Phone

samuel.jeffryes@jacobs.com

Email

Attachment 2: City of Ontario, Noncompliance Report for Violation #2, April 3, 2022



Oregon Department of Environmental Quality

Noncompliance Reporting Form

For all permit violations, including monitoring requirements.

Use this form to report all instances of noncompliance *except* sanitary sewage overflows. Fill out all fields and sign. You may attach additional information to this report to explain the circumstances of noncompliance. This information may include but is not limited to maintenance records and monitoring results.

FACILITY / CONTACT INFORMATION		
Name of Permittee: City of Ontario		
Contact Name: Robert Crites		
Phone: (541)889-8572	Email: robert.crites@jacobs.com	Date: 4-3-22
DEQ Permit #: 63631	DEQ File #: 63631	EPA ID #: OR0020621
Has non-compliance been corrected?: ☒ Yes ☐ No		
Expected time noncompliance is expected to continue:		
Date/Time Started: 4-3-22 0930		Date/Time Stopped : 4-3-22 1030
Description of Noncompliance: Had a pH reading of 9.07 causing a Violation to the 9.0 limit		
AGENCY AND PUBLIC NOTIFICATION		
Was the non-compliance one of the following:		
• A noncompliance which may endanger health or the environment	Yes ☐	No ☒
• An unanticipated bypass which exceeds any effluent limitation in this permit	Yes ☐	No ☒
• An upset which exceeds any effluent limitation in this permit	Yes ☐	No ☒
• Violation of maximum a daily discharge limitation	Yes ☐	No ☒
If yes to any of the above, complete the rest of this section.		
OERS Number: None		
Signs posted? Where?: No		
Media contacted? Who?: No		
List any other steps taken to notify the public and/or state and federal agencies: Contacted Justin Sterger from DEQ		
CAUSE(S)		
Cause or suspected cause(s): pH adjustment system was not adjusting acid accurately due to probes being past shelf life.		

Oregon DEQ Noncompliance Reporting Form

continued

RAINFALL DATA			
Rainfall (for storm-related noncompliance):	inches	Design Storm:	inches
Source of rainfall data:			
CORRECTIVE ACTIONS			
List actions taken or planned to reduce, eliminate, and prevent reoccurrence of the noncompliance.			
Actions taken (describe): Shut off flow to outfall, increased acid delivery by adding another pump and tote at the end of the contact chamber, and re-calibrated probe sensor.			
Actions planned and schedule for those actions (describe): New probes ordered but are on back order till may 2022			
COMMENTS			
Comments:			

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.



Authorized Signature

Robert Crites

Name (print)

Wastewater Supervisor

Title (print)

5-10-2022

Date

505-379-5493

Phone

robert.crites@Jacobs.com

Email



City of Ontario
Office of the City Manager
444 SW 4th Street
Ontario, OR 97914
Voice (541)881-3223
Fax (541)889-7121

December 5, 2022

Anna Morgan-Hayes
Water Quality Permitting and Compliance
Oregon Department of Environmental Quality
800 SE Emigrant Avenue, Suite 330
Pendleton, OR 97801

RE: Response to Pre-Enforcement Notice – Dated November 30, 2022
City of Ontario
2022-PEN-7875
File 63631, NPDES 101633

Dear Ms. Morgan-Hayes

The City of Ontario has reviewed with Jacobs, our contract wastewater operator, the referenced document concerning the Skyline Pipeline Failure on September 3, 2022. The City of Ontario views environmental compliance as a key metric in successfully serving our citizens and we take compliance very seriously. If violations occur, we take measures to ensure that such instances are not repeated.

In the matter of the Skyline Pipeline Failure, our review concludes that, contrary to DEQ's position, the failure was beyond reasonable control due to the factors described below:

1. The City Employs Best Management Practices in the Operation of the Pipeline

The design of the Skyline Pipeline, approved by DEQ in 1998, is a continuous 5-mile pipeline without any manholes or access points to allow internal camera inspections. Our presumption is that DEQ did not intend for internal pipeline inspections to be conducted as part of routine operations. Given the pressure of the pipeline, this makes sense to eliminate potential failure modes (i.e. manhole lids). The current age of the pipeline materials are such that significant useful life still exists and replacement or enhanced condition assessments are not warranted by current conditions. Although not required by the NPDES permit, Jacobs staff conduct visual inspections along the pipeline alignment during the period when the pipeline is in service. The pressure of the pipeline is such that any leak becomes noticeable very quickly.

2. No Interior Inspection Program Could Have Detected the Mode of Failure

The mode of pipeline failure that occurred was the result of a gasket failure that then created a failure of the flange material that in turn created a water jet that bore a hole in the ductile iron piping from the OUTSIDE to the INSIDE. Even if an internal inspection was possible, the inspection would not have been able to detect a flaw in a flange gasket that would lead to a failure of the flange on the outside and above the pipe that would in turn create a water jet that would erode a hole from the outside inward. The mode of pipeline failure was simply material failure.

In addition, the photos of the exposed pipe show that there was no failure of the support system that

holds the pipeline in place nor was there corrosion of the ductile iron pipeline that could have led to the failure.

In the Pre-Enforcement notification, DEQ does not provide evidence or argument as to how the agency concluded that the failure was “not beyond reasonable control”. The City and our contract operator Jacobs have attempted to answer questions and provide details of the failure to ensure an appropriate response from DEQ. The City objects to the designation of the Skyline Pipeline Failure as a Class I violation that was “not beyond reasonable control” and respectfully requests reconsideration of this conclusion.

Please contact me if you have any questions regarding the content of this letter at (541) 881-3223.

Sincerely,

A handwritten signature in blue ink that reads "Dan K. Cummings". The signature is fluid and cursive, with the first name "Dan" and last name "Cummings" clearly legible.

Dan K. Cummings
City Manager
City of Ontario

Cc Paul Woods, Jacobs City Engineer
Casey Mordhorst, Jacobs Public Works Director



Oregon

Tina Kotek, Governor

Department of Environmental Quality
Office of Compliance and Enforcement
700 NE Multnomah Street, Suite 600
Portland, OR 97232-4100
(503) 229-5696
FAX (503) 229-5100
TTY 711



September 19, 2023

CERTIFIED MAIL: 7016 2710 0000 4221 4209

City of Ontario
c/o Dan Cummings, City Manager
444 SW 4th Street
Ontario, OR 97914

Re: Notice of Civil Penalty Assessment and Order
Case No. WQ/M-ER-2022-141

This letter is to inform you that the Oregon Department of Environmental Quality (DEQ) has issued the City of Ontario a civil penalty of \$11,200 for the September 3, 2022, discharge of approximately 400,000 gallons of wastewater into the Malheur River without a permit authorizing such discharge and for causing a violation of the acute toxicity water quality standard for chlorine in the river. The city also violated the pH effluent limit in its wastewater disposal permit, but DEQ did not assess a penalty for this issue.

The city is not permitted to discharge treated wastewater to the Malheur River during the period May 1 to October 31 because flows in the river are too low to assimilate the pollutants in the wastewater without potential adverse effects to water quality. Chlorine is highly toxic to fish and other aquatic life. By discharging wastewater that caused a violation of the chlorine water quality standard in the Malheur River, the city created a risk of harm to these environmental receptors.

If you wish to appeal this matter, DEQ must receive a request for a hearing within 20 calendar days from your receipt of this letter. The hearing request must be in writing. Send your request to DEQ Office of Compliance and Enforcement:

Via mail – 700 NE Multnomah Street, Suite 600, Portland, Oregon 97232

Via email – DEQappeals@deq.oregon.gov

Via fax – 503-229-6762

Once DEQ receives your request, we will arrange to meet with you to discuss this matter. If DEQ does not receive a timely written hearing request, the penalty will become due. Alternatively, you can pay the penalty by sending a check or money order to the above address.

The attached Notice further details DEQ's reasons for issuing the penalty and provides further instructions for appealing the penalty. Please review and refer to it when discussing this case with DEQ.

DEQ may allow you to resolve part of your penalty through the completion of a Supplemental Environmental Project (SEP). SEPs are environmental improvement projects that you sponsor instead of

paying a portion of the penalty. Further information is available by calling the number below or at <http://www.oregon.gov/deq/Regulations/Pages/SEP.aspx>.

DEQ's rules are available at <http://www.oregon.gov/deq/Regulations/Pages/Statutes.aspx> or by calling the number below.

If you have any questions, please contact Jeff Bachman at 503-229-5950 or toll free in Oregon at 800-452-4011, extension 5950.

Sincerely,

A handwritten signature in black ink, appearing to read 'Kieran O'Donnell', is written over a horizontal line.

Kieran O'Donnell, Manager
Office of Compliance and Enforcement

Enclosures

cc: Anna Morgan-Hayes, DEQ
Mike Hiatt, DEQ
Accounting, DEQ

BEFORE THE ENVIRONMENTAL QUALITY COMMISSION
OF THE STATE OF OREGON

IN THE MATTER OF:) NOTICE OF CIVIL PENALTY
CITY OF ONTARIO,) ASSESSMENT AND ORDER
Respondent.) CASE NO. WQ/M-ER-2022-141

I. AUTHORITY

The Department of Environmental Quality (DEQ) issues this Notice of Civil Penalty Assessment and Order (Notice) pursuant to Oregon Revised Statutes (ORS) 468.100, ORS 468.126 through 468.140, ORS Chapters 183 and 468B and Oregon Administrative Rules (OAR) Chapter 340, Divisions 011 and 012.

II. FINDINGS OF FACT

1. At all relevant times, Respondent operated a wastewater collection, treatment and disposal system in Ontario, Oregon, as authorized by a National Pollutant Discharge Elimination System (NPDES) (the Permit) issued and administered by DEQ.

2. The Permit authorizes Respondent to operate a wastewater collection, treatment, and disposal system and to discharge treated wastewater to waters of the state only in conformity with the requirements, limits, and conditions set forth therein.

3. The Permit does not authorize Respondent to discharge wastewater to waters of the state during the period of May 1 to October 31.

4. On September 3, 2022, beginning at approximately 9:45 am and continuing until 11:30 am, Respondent discharged an estimated 400,000 gallons of non-dechlorinated wastewater effluent to the Malheur River.

5. Respondent's effluent discharged to the Malheur River on September 3, 2022, contained suspended solids, constituents that create biochemical oxygen demand in water bodies and bacteria.

6. The wastewater Respondent discharged to the Malheur River on September 3, 2022, contained chlorine at a concentration of 0.8 milligrams per liter (mg/L).

7. OAR 340-041-8033, Table 30, establishes a chlorine acute toxicity water quality standard for freshwater aquatic life of 0.019 mg/L one-hour average concentration.

8. Schedule A of the Permit limits pH in Respondent's effluent to a range between 6.0 and 9.0 standard units (SU).

9. On April 4, 2022, Respondent discharged effluent with a pH of 9.1 SU.

III. CONCLUSIONS

1. Respondent violated ORS 468B.050(1)(a) by discharging suspended solids, bacteria and wastewater constituents causing biochemical oxygen demand, wastes as defined in ORS 468B.005(9), to the Malheur River, a water of the state, pursuant to ORS 468B.005(10), without a permit authorizing such discharge, as described in Section II, paragraphs 3-5, above. This is a Class I violation pursuant to OAR 340-012-0055(1)(d). DEQ assesses a \$5,600 penalty for this violation.

2. Respondent violated ORS 468B.025(1)(b) by discharging chlorine, a waste pursuant to ORS 468B.005(9), that caused an exceedance of the acute toxicity water quality standard for chlorine in the Malheur River, a water of the state pursuant to ORS 468B.005(10), as described in Section II, Paragraphs 4, 6 and 7. This is a Class I violation pursuant to OAR 340-012-0055(1)(b). DEQ assesses a \$5,600 civil penalty for this violation.

3. Respondent violated ORS 468B.025(2) by discharging effluent with a pH that exceeded the limit established in Schedule A of the Permit, as described in Section II, Paragraphs 8-9, above. This is a Class III violation pursuant to OAR 340-012-0055(3)(b)(B). DEQ does not assess a civil penalty for this violation.

IV. ORDER TO PAY CIVIL PENALTY

Based upon the foregoing FINDINGS OF FACTS AND CONCLUSIONS, Respondent is hereby ORDERED TO: Pay a total civil penalty of \$11,200. The determinations of the civil penalties are attached as Exhibits 1 and 2 and are incorporated as part of this Notice.

If you do not file a request for hearing as set forth in Section V below, your check or money order must be made payable to "**Department of Environmental Quality**" and sent to the **DEQ, Business Office, 700 NE Multnomah Street, Suite 600, Portland, Oregon 97232.**

1 V. NOTICE OF RIGHT TO REQUEST A CONTESTED CASE HEARING

2 You have a right to a contested case hearing on this Notice, if you request one in writing. DEQ
3 must receive your request for hearing **within 20 calendar days** from the date you receive this Notice. If
4 you have any affirmative defenses or wish to dispute any allegations of fact in this Notice or attached
5 exhibits, you must do so in your request for hearing, as factual matters not denied will be considered
6 admitted, and failure to raise a defense will be a waiver of the defense. (See OAR 340-011-0530 for
7 further information about requests for hearing.) You must send your request to: **DEQ, Office of**
8 **Compliance and Enforcement, 700 NE Multnomah Street, Suite 600, Portland, Oregon 97232**, fax
9 it to **503-229-6762** or email it to **DEQappeals@deq.oregon.gov**. An administrative law judge
10 employed by the Office of Administrative Hearings will conduct the hearing, according to ORS
11 Chapter 183, OAR Chapter 340, Division 011 and OAR 137-003-0501 to 0700. You have a right to be
12 represented by an attorney at the hearing, however you are not required to be. If you are an individual,
13 you may represent yourself. If you are a corporation, partnership, limited liability company,
14 unincorporated association, trust or government body, you must be represented by an attorney or a duly
15 authorized representative, as set forth in OAR 137-003-0555.

16 Active duty Service members have a right to stay proceedings under the federal Service
17 Members Civil Relief Act. For more information contact the Oregon State Bar at 1-800-
18 452-8260, the Oregon Military Department at 503-584-3571, or the nearest United States Armed
19 Forces Legal Assistance Office through <http://legalassistance.law.af.mil>. The Oregon Military
20 Department does not have a toll free telephone number.

21 If you fail to file a timely request for hearing, the Notice will become a final order by default
22 without further action by DEQ, as per OAR 340-011-0535(1). If you do request a hearing but later
23 withdraw your request, fail to attend the hearing or notify DEQ that you will not be attending the
24 hearing, DEQ will issue a final order by default pursuant to OAR 340-011-0535(3). DEQ designates

25 ///

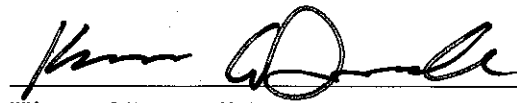
26 ///

27 ///

1 the relevant portions of its files, including information submitted by you, as the record for purposes of
2 proving a prima facie case.

3
4
5
6
7 Date

9/19/2023



Kieran O'Donnell, Manager
Office of Compliance and Enforcement

EXHIBIT 1

FINDINGS AND DETERMINATION OF RESPONDENT'S CIVIL PENALTY PURSUANT TO OREGON ADMINISTRATIVE RULE (OAR) 340-012-0045

- VIOLATION NO. 1 Discharging wastes to waters of the state without a permit authorizing such discharge in violation of ORS 468B.050(1)(a).
- CLASSIFICATION: This is a Class I violation pursuant to OAR 340-012-0055(1)(d).
- MAGNITUDE: The magnitude of the violation is moderate pursuant to OAR 340-012-0130(1), as there is no selected magnitude specified in OAR 340-012-0135 applicable to this violation, and the information reasonably available to DEQ does not indicate a minor or major magnitude.
- CIVIL PENALTY FORMULA: The formula for determining the amount of penalty of each violation is: $BP + [(0.1 \times BP) \times (P + H + O + M + C)] + EB$
- "BP" is the base penalty, which is \$4,000 for a Class I, moderate magnitude violation in the matrix listed in OAR 340-012-0140 (3)(b)(A)(ii) and applicable pursuant to OAR 340-012-0140(3)(a)(E)(i) because Respondent's facility has a permitted flow of 2 million or more, but less than 5 million, gallons per day.
- "P" is whether Respondent has any prior significant actions, as defined in OAR 340-012-0030(19), in the same media as the violation at issue that occurred at a facility owned or operated by the same Respondent and receives a value of 0 according to OAR 340-012-0145(2)(a)(A), because Respondent has no prior significant actions.
- "H" is Respondent's history of correcting prior significant actions and receives a value of 0 according to OAR 340-012-0145(3)(c) because there is no prior history.
- "O" is whether the violation was repeated or ongoing and receives a value of 0 according to OAR 340-012-0145(4)(a) because there was only one occurrence of the violation. Each day of violation is a separate occurrence. The violation occurred on one day, September 3, 2022.
- "M" is the mental state of the Respondent, and receives a value of 4 according to OAR 340-012-0145(5)(c) because Respondent's conduct was negligent. According to OAR 340-012-0030(15), negligent means the respondent failed to take reasonable care to avoid a foreseeable risk of conduct constituting or resulting in a violation. By failing to appropriately inspect and maintain the pipe whose failure caused the unpermitted discharge, Respondent failed to exercise reasonable care to avoid the foreseeable risk of committing the violation.

"C" is Respondent's efforts to correct or mitigate the violation and receives a value of 0 according to OAR 340-012-0145(6)(f) because the violation or the effects of the violation could not be corrected or minimized.

"EB" is the approximate dollar value of the benefit gained and the costs avoided or delayed as a result of the Respondent's noncompliance. It is designed to "level the playing field" by taking away any economic advantage the entity gained and to deter potential violators from deciding it is cheaper to violate and pay the penalty than to pay the costs of compliance. In this case, "EB" receives a value of \$0 because DEQ has insufficient information to arrive at a reasonable estimate of Respondent's avoided or delayed compliance costs..

PENALTY CALCULATION: $\text{Penalty} = \text{BP} + [(0.1 \times \text{BP}) \times (\text{P} + \text{H} + \text{O} + \text{M} + \text{C})] + \text{EB}$
= \$4,000 + [(0.1 x \$4,000) x (0 + 0 + 0 + 4 + 0)] + \$0
= \$4,000 + (\$400 x 4) + \$0
= \$4,000 + \$1,600 + \$0
= \$5,600

EXHIBIT 2

FINDINGS AND DETERMINATION OF RESPONDENT'S CIVIL PENALTY PURSUANT TO OREGON ADMINISTRATIVE RULE (OAR) 340-012-0045

VIOLATION NO. 2 Reducing the quality of public waters below a water quality standard established by the Environmental Quality Commission in violation of ORS 468B.025(1)(b).

CLASSIFICATION: Violating a water quality standard is a Class I violation pursuant to OAR 340-012-0055(1)(b).

MAGNITUDE: The magnitude of the violation is moderate pursuant to OAR 340-012-0130(1), as there is no selected magnitude specified in OAR 340-012-0135 applicable to this violation, and the information reasonably available to DEQ does not indicate a minor or major magnitude.

CIVIL PENALTY FORMULA: The formula for determining the amount of penalty of each violation is: $BP + [(0.1 \times BP) \times (P + H + O + M + C)] + EB$

"BP" is the base penalty, which is \$4,000 for a Class I, Moderate magnitude violation in the matrix listed in OAR 340-012-0140 (3)(b)(A)(ii) and applicable pursuant to OAR 340-012-0140 (3)(a)(E)(i) because Respondent's facility has a permitted flow of 2 million or more, but less than 5 million, gallons per day.

"P" is whether Respondent has any prior significant actions, as defined in OAR 340-012-0030(19), in the same media as the violation at issue that occurred at a facility owned or operated by the same Respondent and receives a value of 0 according to OAR 340-012-0145(2)(a)(A) because there are no prior significant actions.

"H" is Respondent's history of correcting prior significant actions and receives a value of 0 according to OAR 340-012-0145(3)(c) because there is no prior history.

"O" is whether the violation was repeated or ongoing and receives a value of 0 according to OAR 340-012-0145(4)(a) because there was only one occurrence of the violation. Each day of violation is a separate occurrence. The violation occurred on one day, September 3, 2022.

"M" is the mental state of the Respondent and receives a value of 4 according to OAR 340-012-0145(5)(c) because Respondent's conduct was negligent. According to OAR 340-012-0030(15), negligent means the respondent failed to take reasonable care to avoid a foreseeable risk of conduct constituting or resulting in a violation.

A burst pipe caused Respondent to discharge 400,000 gallons of chlorinated wastewater to the Malheur River. By failing to properly inspect and maintain the pipe to prevent failure,

Respondent failed to exercise reasonable care to avoid the foreseeable risk of committing the violation.

"C" is Respondent's efforts to correct or mitigate the violation and receives a value of 0 according to OAR 340-012-0145(6)(f) because the violation or the effects of the violation could not be corrected or minimized.

"EB" is the approximate dollar value of the benefit gained and the costs avoided or delayed as a result of the Respondent's noncompliance. It is designed to "level the playing field" by taking away any economic advantage the entity gained and to deter potential violators from deciding it is cheaper to violate and pay the penalty than to pay the costs of compliance. In this case, "EB" receives a value of \$0 as there is insufficient information on which DEQ can arrive at a reasonable estimate of avoided or delayed compliance costs.

PENALTY CALCULATION: $\text{Penalty} = \text{BP} + [(0.1 \times \text{BP}) \times (\text{P} + \text{H} + \text{O} + \text{M} + \text{C})] + \text{EB}$
= \$4,000 + [(0.1 x \$4,000) x (0 + 0 + 0 + 4 + 0)] + \$0
= \$4,000 + (\$400 x 4) + \$0
= \$4,000 + \$1,600 + \$0
= \$5,600



RESOLUTION #2023-117

A RESOLUTION TO APPROPRIATE FUNDS FOR DEQ CIVIL PENALTY

- WHEREAS,** In September 2022, the 12" force main from the Wastewater Treatment Plant to Skyline Farms broke which caused approximately 400,000 gallons of treated wastewater effluent to be released into the Malheur River; **and**
- WHEREAS,** Oregon DEQ assessed a penalty on the City of Ontario which was appealed by the City Manager to no avail; **and**
- WHEREAS,** The civil penalty of \$11,200 wasn't budgeted and needs to be paid as soon as possible; **and**
- WHEREAS,** The City desires to modify the 2023-2024 budget in order to appropriate the funding.

NOW THEREFORE, BE IT HEREBY RESOLVED by the Ontario City Council, to approve the following adjustment to the fiscal year 2023-2024 budget:

Line Item	Item Description	FY 23-24 Budget	Amount of Change	Adjusted Budget
GENERAL FUND				
110-165-871000	Operating Contingency	\$1,395,128	(\$11,200)	\$1,383,928
110-165-628900	DEQ Permit	\$ -	\$11,200	\$11,200

EFFECTIVE DATE: Effective immediately upon passage.

PASSED AND ADOPTED by the City Council of the City of Ontario this 14th day of November 2023, by the following vote:

AYES:

NAYES:

ABSENT:

APPROVED by the Mayor this 14th day of November, 2023.

Deborah K. Folden, Mayor

ATTEST:

Tori Barnett, MMC, City Recorder



**AGENDA REPORT
NEW BUSINESS
November 14, 2023**

To: Mayor and City Council

FROM: Kari Ott, Finance Director
Clint Benson, Fire Chief

THROUGH: Danny K. Cummings, City Manager

SUBJECT: **RESOLUTION #2023-118: SURPLUS PROPERTY (RESCUE ONE UNIT AND LADDER TRUCK #109)**

DATE: November 7, 2023

PROPOSED MOTION:

I MOVE THE CITY COUNCIL APPROVE RESOLUTION #2023-118: A RESOLUTION DECLARING THE 2009 RESCUE ONE UNIT AND LADDER TRUCK 109 SURPLUS PROPERTY IN ORDER TO OBTAIN BIDS TO SELL THE VEHICLES.

SUMMARY:

The 2009 Rescue One unit and Ladder Truck 109 need to be declared surplus in order to sell the equipment.

BACKGROUND:

During the 2022-2023 and 2023-2024 budget processes, the City Council/Budget Committee approved the purchase of a new Rescue One unit and a used ladder truck. With the purchase of the new trucks, the old units are no longer needed.

CURRENT SITUATION:

The Ontario Fire Department would like to advertise and open up the opportunity to advertise and sell the 2009 Rescue One unit and Ladder Truck #109. This would give the city the opportunity to get revenue from equipment no longer needed by the city. The attached resolution declares the property surplus and the process to sell the equipment could be started.

ANALYSIS:

- A. **STRATEGIC PLAN** No strategic plan impact noted.
- B. **FINANCIAL** Currently there is no financial impact, however the sale of the vehicles will bring in revenue to the city.

- C. **TIMING** The Ontario Fire Department would like to advertise and sell the 2009 Rescue One and Ladder Truck 109 as soon as possible.
- D. **POLICY/LEGAL** Surplus property is required to be approved by the City Council per financial policy.

ALTERNATIVES:

The City Council could choose not to declare the vehicles surplus, which would require the fire department to retain the vehicles.

RECOMMENDATION:

Staff recommends the approval of Resolution #2023-118.

ATTACHMENTS:

1. Reso #2023-118 Surplus Property



RESOLUTION #2023-118

**A RESOLUTION TO DECLARE 2009 RESCUE ONE UNIT AND
LADDER TRUCK 109 SURPLUS**

WHEREAS, The Ontario Fire Department has recently purchased a new Rescue One vehicle and also a new ladder truck; **and**

WHEREAS, The City no longer needs the 2009 Rescue One unit or Ladder Truck 109; **and**

WHEREAS, The City of Ontario financial policies require the City Council to declare property valued over \$5,000 surplus before the items can be sold.

NOW THEREFORE, BE IT HEREBY RESOLVED by the Ontario City Council, to declare the 2009 Rescue One Unit and Ladder Truck 109 as surplus property, since it is no longer needed for public use.

EFFECTIVE DATE: Effective immediately upon passage.

PASSED AND ADOPTED by the City Council of the City of Ontario this 14th day of November 2023, by the following vote:

AYES:

NAYES:

ABSENT:

APPROVED by the Mayor this 14th day of November, 2023.

Deborah K. Folden, Mayor

ATTEST:

Tori Barnett, MMC, City Recorder



**AGENDA REPORT
NEW BUSINESS
November 14, 2023**

To: Mayor and City Council

FROM: Al Haun, Assistant Project Director

THROUGH: Danny K. Cummings, City Manager

SUBJECT: PROJECT AWARD: CITY HALL ELEVATOR MODERNIZATION

DATE: November 6, 2023

PROPOSED MOTION:

I MOVE THE ELEVATOR MODERNIZATION PROJECT BID BE ACCEPTED AND AWARDED TO TK ELEVATOR CORPORATION FOR THE AMOUNT OF \$118,639.19 AND APPROVE THE CITY MANAGER TO SIGN ALL RELATED DOCUMENTS.

SUMMARY:

Staff advertised bids for the elevator modernization project and received one bid from TK Elevation Corporation for \$122,639.19. After working with the company, they were able to provide the city a \$4,000 factory rebate if they could get the project started. This brings the cost down to \$118,639.19 to replace the outdated components that are no longer available to replace.

BACKGROUND:

The elevator at City Hall is used to provide access to the second floor, including the council chambers. If the elevator were to cease working, City Council meetings would have to be held at a different location, in order to provide access to all citizens. The components are out dated and no longer available for replacement if something fails. Annual inspections are completed and the permit renewed annually.

CURRENT SITUATION:

The elevator mechanical systems are no longer supported by the manufacture. Parts for repair are not available and could cause the elevator to be shut down if any of the mechanical parts malfunction.

ANALYSIS:

- A. **STRATEGIC PLAN** This project was budgeted in the fy 23-24 CIP.
- B. **FINANCIAL** In the CIP budget, the city has \$115,000 budgeted and will be used, along with some of the HVAC funds in the CIP to cover the remaining costs of the project. This is because the elevator is a critical asset to City Hall.

- C. **TIMING** This project will be started as soon as all contract documents are signed and a notice to proceed is issued. Proposed schedule to begin is this fall.
- D. **POLICY/LEGAL** The advertisement for bids was published in the paper for the required time to give opportunity for all contractors to bid on the project.

ALTERNATIVES:

If Council chooses not to award this project, the functionality of the elevator could be at risk if any of the mechanical or electrical components fail and are not able to be replaced. This would make the stairs the only access to the City Council Chambers, and the other areas of the second floor.

RECOMMENDATION:

Staff recommends approving the bid from TK Elevator Corporation and award the project for \$118,639.19 and approve the City Manager to sign all related documents.

ATTACHMENTS:

1. Ontario City Hall Modernization 2023

Modernization Proposal



Ontario City Hall

October 13, 2023

Purchaser: Ontario City Hall
Address: 444 SW 4th St
Ontario, OR 97914-3401

Location: Ontario City Hall
Address: 444 SW 4th St
Ontario, OR 97914-3401

TK Elevator Corporation (hereinafter "TK Elevator") is dedicated to delivering (hereinafter "Purchaser") the safest, highest quality vertical transportation solutions. I am pleased to present this customized Proposal (the "Proposal") in the amount of **\$122,639.19** inclusive of all applicable sales and use taxes to modernize the elevator equipment described in the pages that follow at the above-referenced location.

Our modernization package is engineered specifically for your elevator system and will include the elevator mechanical and electrical components being replaced, refurbished or retained.

Benefits of Modernization include:

- Increased durability and reliability
- Improved fire and life safety features
- Decreased waiting times
- Reduced energy consumption
- Reduced operational cost
- Reduced troubleshooting time

This Proposal shall remain in effect for the next thirty (30) days unless it is revoked earlier by TK Elevator in writing. The price above is subject to escalation - even after Purchaser's acceptance of this Proposal - under certain circumstances including TK Elevator being subjected to increased charges by its suppliers for any of the applicable materials and/or components due to supply chain issues; the imposition of new or increased taxes, tariffs, or other charges imposed by applicable governmental authorities; TK Elevator being subjected to increased charges from its shippers and/or freight forwarders; any material called for in this Proposal being released into production more than 6 months following the written acceptance of this Proposal; or any work described in this Proposal is not completed by June 30th, 2023.

In the event you have any questions regarding the content of this Proposal, please do not hesitate to contact me. We appreciate your consideration.

Sincerely,

Justin Lee
Senior Modernization Sales Executive
justin.lee@tkelevator.com
208 994 1190

Modernization Proposal



SCOPE OF WORK

Grouping Name: Elevator 1

Equipment Type: Hydraulic

Speed: 100 fpm

2 Stops (2 Front / 0 Rear)

Capacity: 2000 lbs.

Units Included

Building Address	Nickname	TKE Serial #
Ontario City Hall	Elevator 1	US327021

Description of Work

Controller

- TAC 32 Controller (Includes Options listed below)
 - 24 VDC Signal Voltage
 - Auto Light and Fan Feature
 - Car Independent Service
 - Car Traveling Lantern Circuitry
 - Door Bypass Operation
 - Electronic Door Detector Interface
 - Hoistway Access and Enable
 - THY Board
- Seismic Features
- Solid State Starters (6 or 12 leads) 230 VAC
- Battery Lowering in Controller
- eMax Monitoring Device Provisions

Power Unit

- 5 gallon drum of Biodegradable oil (Citgo NZ)
- EP-50 Power Unit (Submersible)
- Seismic Requirements for EP units

Jack

- Packing
- Pipe Stands

Car

- 21" Toe guard
- Fan: Two Speed
- 5 Pin Lock with electric contact for Car Top Exit
- Cab Wiring Material (200MK1)

Hoistway

Modernization Proposal



- HN Boxes (per each 2 cars, grouped)
- Additional Hoistway Wiring for TAC 32 with Remote Machine Room
- Selector and magnets (terminal limits included) Existing Steel Tape to be reused
- Hoistway Duct Kit
- TAC 32 Field Friendly Wiring Package Includes single traveling cable, hoistway wiring, interlock wiring, interlock connectors, and serial wiring.

Pit

Cab

Door Equipment

- Micro Light (Front)
- Front Door Operator (SSSS) Additional Lead Time
- LD-16 Plus Drive Only (FRONT)
 - includes Car Top Inspection station (w/ alarm signal)

Car Fixtures

- Main Car Station Includes Options Below
 - Swing Return (Mini-Swing (Column type) for New/Existing Dover/tkE Cabs)
- Reuse Back Box
- Vandal Resistant Floor Buttons
- Debranded Car Station (No Logo)
- Cast Braille Plates for Car Features
- Standard Key Switch Package
 - Fan
 - Light
 - Independent
 - Stop
 - Inspection/Hoistway Enable)
- Emergency Light mounted in COP
- 2004 and later Fire Service Phase II Features (includes instructions signage)
- Handicap Signal (Passing signal)
- Position Indicator (2" CE Segmented)
- ADA Phone System integral with COP (Rath)
- Speaker Pattern for Intercom System/ADA Phone
- Locked Service Cabinet
- Certificate Window
- Default Engravings
- GFI Outlet
- #4 Stainless Steel Finish (441)
- Emergency Light Test Button/Keyswitch
- TAC Serial Boards (Main)
- Car Riding Lantern (Standard) #4 S/S (441)

Hall Fixtures

- Serial Boards for Hoistway Access

Modernization Proposal



- Fire Service Phase I Key Switch
- Fire Service Phase I Engraved Instructions
- Hoistway Access Switch (in Hall Station)
- Terminal Hall Stations (Surface Mounted) with
 - Appendix O (Polycarbonate insert flame)
 - Fusion (#4 S/S (304))
- 2009 & 2010 Elevator Communications Failure add
- Serial Boards for Front Risers
- TAC Serial Boards, Base Charge
- Terminal Hall Stations (Surface Mounted) with
 - Appendix O (Polycarbonate insert flame)
 - Fusion (#4 S/S (304))

1. Key Tasks and Approximate Lead Times

Key Tasks to be performed to be performed by Purchaser prior to equipment fabrication:

- a. Execution of this Proposal
- b. Payment for pre-production and engineering
- c. Approval of layout (if applicable)
- d. Execution of TK Elevator's Material Release Form

Approximate Durations/Lead Times

Contract execution (can run concurrently with layout drawing package preparation and approval)	Varies
Survey and Order of Materials (additional time required for cab, signal, entrance preparation and approval, if applicable)	4 - 6 Weeks
Fabrication time (from receipt of all approvals, fully executed contract, Material Release Form and initial progress payment)	11 Weeks
Modernization of elevator system (Per Unit): (Upon completion of all required preparatory work by others)	3 - 4 Weeks

The durations or lead times listed above are strictly approximations that can vary due to factors both within and outside of TK Elevator's control, are subject to change without notice to Purchaser and shall not be binding on TK Elevator.

2. Payment Terms

50% of the price set forth in this Proposal as modified by options selected from the section entitled "Value Engineering Opportunities & Alternates" (if applicable) will be due and payable as an initial progress payment within 30 days from TK Elevator's receipt of a fully executed copy of this Proposal. This initial progress payment will be applied to project management, permits, engineering and shop drawings, submittals, and drilling mobilizations (if required). The material will not be ordered until this payment is received, and the parties have both executed this Proposal and the Material Release Form.

Modernization Proposal



25% of the price set forth in this Proposal as modified by options selected from the section entitled “Value Engineering Opportunities & Alternates” (if applicable) shall be due and payable when the material described above has been furnished. Material is considered furnished when it has been received at the jobsite or TK Elevator staging facility. Supporting documentation of materials stored shall be limited to stored materials certificates of insurance and bills of lading. Receipt of this payment is required prior to mobilization of labor.

25% of the price set forth in this Proposal shall be made as progress payments throughout the life of the project. In the event TK Elevator fails to receive payment within thirty (30) days of the date of a corresponding invoice, TK Elevator reserves the right to demobilize until such a time that the payments have been brought up to date, and TK Elevator has the available manpower.

It is agreed that there will be no withholding of retainage from any billing and by the customer from any payment.

The payment terms breakdown above shall be considered the Schedule of Values for the project as written. Billing shall be submitted on or before the 25th day of the month according to the payment schedule above and accompanied by a form of G702-703 pay application/schedule of values and a conditional waiver, the format of which is hereby acknowledged and accepted.

The use of online Portals for the submission of billing shall follow the terms of the Proposal and Customer agrees to permit billing in accordance with the executed contract terms. Portal access and usage is to be provided free of additional charge to TK Elevator and any additional cost for such use is to be reimbursed to TK Elevator via a reimbursable change order immediately upon acceptance.

Purchaser agrees that TK Elevator shall have no obligation to complete any steps necessary to provide Purchaser with full use and operation of the installed equipment until such time as TK Elevator has been paid 100% both of the price reflected in this Proposal and for any other work performed by TK Elevator or its subcontractors in furtherance of this Proposal. Purchaser agrees to waive any and all claims to the turnover and/or use of that equipment until such time as those amounts are paid in full.

Proposal price:		\$122,639.19
Initial progress payment:	(50%)	\$61,319.60
Material furnished:	(25%)	\$30,659.80
Total of remaining progress payments:	(25%)	\$30,659.80

Any work that Purchaser may require prior to turnover of the equipment that is outside of the scope described in this Proposal - other than Temporary Use as described below - will be performed only after the full execution of a mutually agreeable change order and only at the following rates:

Mechanic (Standard) per hour	\$320.00
Mechanic (OT) per hour	\$600.00
Team (Standard) per hour	\$576.00
Team (OT) per hour	\$1,080.00

Modernization Proposal



Rates are not inclusive of any per diem, mileage or other expenses which may be dependent on jobsite location.

3. Warranty

TK Elevator warrants any equipment it installs as described in this Proposal against defects in material and workmanship for a period of one (1) year from the date of Purchaser's execution of TK Elevator's "Final Acceptance Form" on the express conditions that all payments made under this Proposal and any mutually agreed-to change orders have been made in full and that such equipment is currently being serviced by TK Elevator. In the event that TK Elevator's work is delayed for a period greater than six (6) months, the warranty shall be reduced by the amount of the delay. This warranty is in lieu of any other warranty or liability for defects. TK Elevator makes no warranty of merchantability and no warranties which extend beyond the description in this Proposal, nor are there any other warranties, expressed or implied, by operation of law or otherwise. Like any piece of fine machinery, the equipment described in this Proposal should be periodically inspected, lubricated, and adjusted by competent personnel. This warranty is not intended to supplant normal maintenance service and shall not be construed to mean that TK Elevator will provide free service for periodic examination, lubrication, or adjustment, nor will TK Elevator correct, without a charge, breakage, maladjustments, or other trouble arising from normal wear and tear or abuse, misuse, improper or inadequate maintenance, or any other causes other than defective material or workmanship. In order to make a warranty claim, Purchaser must give TK Elevator prompt written notice at the address listed on the cover page of this Proposal and provided all payments due under the terms of this Proposal and any mutually agreed to written change orders have been made in full, TK Elevator shall, at its own expense, correct any proven defect by repair or replacement. TK Elevator will not, under any circumstances, reimburse Purchaser for cost of work done by others, nor shall TK Elevator be responsible for the performance of any equipment that has been the subject of service, repair, replacement, revisions or alterations by others. If there is more than one (1) unit which is the subject of work described in this Proposal, this section shall apply separately to each unit as accepted.

4. Preventative Maintenance Program

This Proposal does not include any maintenance, service, repair or replacement of the equipment or any other work not expressly described herein. TK Elevator may submit a separate proposal to Purchaser covering the maintenance and repair of this equipment to be supplied to Purchaser at an additional cost. In the event the Purchaser and TK Elevator have a new or existing maintenance Agreement in effect at the time of the acceptance of this proposal and/or during the scope of this work, the terms of the Agreement shall remain in full force and effect throughout the performance of this scope of work and continue throughout the duration of the stated term in that Agreement.

5. Work Not Included

There are certain items that are not included in this Proposal, many of which must be completed by Purchaser prior to and as a condition precedent to TK Elevator's performance of its work as described in this Proposal. In order to ensure a successful completion of this project, it shall be solely Purchaser's responsibility to coordinate its own completion of those items with TK Elevator. The following is a list of those items that are not included in this Proposal:

A. Hoistways and Equipment Rooms

1. Purchaser shall provide the following:

Modernization Proposal



- a. A dry legal hoistway, properly framed and enclosed, and including a pit of proper depth and overhead. This is to include steel safety beam, inspection or access platforms, access doors, sump pump, lights, waterproofing and venting as required; dewatering of pit(s) and required permanent screening/
- b. A dry legal machine/control room, with clear rollable access adequate for the elevator equipment, including floors, trap doors, properly sized legal machine room doors, gratings, machine room or roof access platforms, roof/loading protection, ladders, railings, foundations, all hoist beams, lighting, ventilation sized per the TK Elevator shop drawings and/or code requirements. Purchaser must maintain machine/control room (or machine/control space within the shaft for MRL equipment) temperature between 55 and 90 degrees Fahrenheit, with relative humidity less than 95% non-condensing at all times.
- c. Adequate bracing of entrance frames to prevent distortion during wall construction.
- d. All grouting, fire caulking, cutting, x-ray and removal of walls and floors, patching, coring, setting of sleeves/knockouts, penetrations and painting (except as specified) and removal of obstructions required for elevator work; along with all proper trenching and backfilling for any underground piping and/or conduit.
- e. All labor and materials necessary to support the full width of the hoistway at each landing for anchoring or welding TK Elevator sill supports, steel angles, sill recesses;
- f. The furnishing, installing and maintaining of the required fire rating of elevator hoistway walls, including the penetration of firewall by elevator fixture boxes;
- g. Ensuring that the elevator hoistways and pits are dewatered, cleaned and properly waterproofed;

B. Electrical and Life Safety:

- 1. Purchaser shall provide a dedicated, analog telephone or data line to the elevator telephone or communication device; one additional data line per group of elevators for diagnostic capability wired to designated controller;
- 2. Purchaser shall provide the following:
 - a. suitable connections from the power main to each controller and signal equipment feeders as required, including necessary circuit breakers and fused mainline disconnect switches per N.E.C. prior to installation. Suitable power supply capable of operating the new elevator equipment under all conditions;
 - b. piping and wiring to controller for mainline power, car lighting, and any other building systems that interface with the elevator controls per N.E.C. Articles 620-22 and 620-51;
 - c. any required hoistway / wellway, machine room, pit lighting and/or 110v service outlets;
 - d. conduit and wiring for remote panels to the elevator machine room(s) and between panels. Remote panels required by local jurisdictions are not included in this proposal;
 - e. a bonded ground wire, properly sized, from the elevator controller(s) to the primary building ground; and all remote wiring to the outside alarm bell as requested by all applicable code provisions;
 - f. installed sprinklers, smoke/heat detectors on each floor, machine room and hoistways / wellways, shunt trip devices (not self-resetting) and access panels as may be required as well as normally open dry contacts for smoke/heat sensors, which shall be terminated by Purchaser at a properly marked terminal in the elevator controller;
 - g. a means to automatically disconnect the main line and the emergency power supply to the elevator prior to the application of water in the elevator machine room that shall not be self-resetting;
 - h. emergency power supply including automatic time delay transfer switch and auxiliary contacts with wiring to the designated elevator controller and along with electrical cross connections between elevator machine rooms for emergency power purposes;
 - i. the following emergency power provisions are not included: interface in controller, pre-testing and testing, emergency power keyswitches;
 - j. emergency power operation is included as part of the design of the elevator control system and based on each car in the group only, to properly sequence, one at a time to the programmed landing, and park. The design

Modernization Proposal



requires that the generator, transfer switch, and related circuitry are sufficient to run this function or any other function for any building other system that is associated with this project. In the event that the generator, transfer switch, and related circuitry are not sufficient, TK Elevator will provide Purchaser with a written change order for Purchaser's execution.

k. a dry set of contacts which close 20 seconds prior to the transfer from normal power to emergency power or from emergency power to normal power whether in test mode or normal operating conditions in the event that an emergency power supply will be provided for the elevator;

l. confirmation that the emergency standby power generator and/or building can accept the power generated to and from the elevator during both Hi-Speed and Deceleration. In cases where the generator and/or building load is not electrically sized to handle the power return from the regen drive, additional separate chopper and resistor units are available for purchase but not included in this proposal. The additional chopper and resistor units allow regenerated power to be dissipated in the resistor bank and not sent back into the building grid.

C. Miscellaneous:

1. Purchaser shall provide all work relating to the finished cab flooring including, but not limited to, the provision of materials and its installation to comply with all applicable codes;
2. Hydraulic jack replacement:
 - a. the excavation of the elevator cylinder well hole in the event drilling is necessary through soil that is not free from rock, sand, water, building construction members and obstructions. Should obstructions be encountered, TK Elevator will proceed only after written authorization has been received from the Purchaser. The contract price shall be increased by the amount of additional labor at TK Elevator's standard labor rates as per the local office along with any additional expenses and materials required;
 - b. adequate ingress and egress, including ramping, for rail-mounted or truck-mounted drill rig;
 - c. Purchaser is responsible for pumping truck contractor to remove and dispose of spoils from the site. In the event that unforeseen and unfavorable below ground conditions are encountered, including but not limited to concrete around the cylinder, construction debris, adverse water and/or soil conditions, erosion, cavitations, oil contamination, or circumstances necessitating increased hole depth, etc., which require the employment of specialized contractors, TK Elevator shall immediately advise the Purchaser and costs will be extra to the contract;
 - d. in ground protection systems other than TK Elevator's standard HDPE or PVC protection system with bottomless corrugated steel casing;
 - e. any required trenching and backfilling for underground piping or casings, and conduit as well as any compaction, grouting, and waterproofing of block-out;
 - f. engineering, provision and installation of methane barriers or coordination/access;
 - g. access to 2" pressurized water supply within 100'-0" of the jack hole location;
 - h. a safe, accessible storage area for placement of D.O.T. 55 gallon containers for the purpose of spoils containment; obtaining of local environmental or disposal permits
 - i. any spoils or water testing;

6. Working Hours, Logistics and Mobilization

- a. All work described in this Proposal shall be performed during TK Elevator's regular working days – defined as Monday thru Friday and excluding IUEC recognized holidays – and regular working hours – defined as those hours regularly worked by TK Elevator modernization mechanics at the TK Elevator branch office that will provide labor associated with the performance of the work described in this Proposal - unless otherwise specified and agreed to in writing by both TK Elevator and Purchaser (hereinafter TK Elevator's regular working days and regular working hours shall be collectively defined as "normal working hours"). TK Elevator shall be provided

Modernization Proposal



with uninterrupted access to the elevator hoistway and machine room areas to perform work during normal working hours.

- b. Purchaser shall provide on-site parking to all TK Elevator personnel at no additional cost to TK Elevator.
- c. Purchaser shall provide traffic control, lane closures, permits and flagmen to allow suitable access/unload of tractor trailer(s).
- d. Purchaser agrees to provide unobstructed tractor-trailer access and roll-able access from the unloading area to the elevator or escalator hoistways or wellways (as applicable).
- e. Purchaser will be required to sign off on the Material Release Form, which will indicate the requested delivery date of equipment to the site. If Purchaser is not ready to accept delivery of the equipment within ten (10) business days of the agreed upon date, Purchaser will immediately make payments due for equipment and designate an area adjacent to the elevator shaft where Purchaser will accept delivery. If Purchaser fails to provide this location or a mutually agreeable alternative, TK Elevator is authorized to warehouse the equipment at the TK Elevator warehouse or designated distribution facility at Purchaser's risk and expense. Purchaser shall reimburse TK Elevator for all costs due to extra handling and warehousing. Storage beyond ten (10) business days will be assessed at a rate of \$100.00 per calendar day for each unit listed in this Proposal, which covers storage and insurance of the elevator equipment and is payable prior to delivery.
- f. Purchaser agrees to provide a dry and secure area adjacent to the hoistway(s) at the ground level for storage of the elevator equipment and tools within ten (10) business days from receipt at the local TK Elevator warehouse. Any warranties provided by TK Elevator for vertical transportation equipment will become null and void if equipment is stored in any manner other than a dry, enclosed building structure. Any relocation of the equipment as directed by Purchaser after initial delivery will be at Purchaser's expense.
- g. TK Elevator includes one mobilization to the jobsite. A mobilization fee of \$5,000.00 per crew per occurrence will be charged for pulling off the job or for any delays caused by others once material has been delivered and TK Elevator's work has commenced.
- h. Access for this project shall be free and clear of any obstructions. A forklift for unloading and staging material shall also be provided by Purchaser at no additional cost.
- i. Purchaser shall provide an on-site dumpster. TK Elevator will be responsible for cleanup of elevator/ escalator packaging material; however, composite cleanup participation is not included in this Proposal.
- j. The hiring of a disposal company which MUST be discussed prior to any material being ordered or work being scheduled. TK Elevator will provide environmental services ONLY if this is specifically included under the "Scope of Work" section above. TK Elevator assumes no responsibility and/or liability in any way whatsoever for spoils or other contamination that may be present as a result of the cylinder breach and/or other conditions present on the work site.
- k. One or more of the units described in this Proposal will be out of service and unavailable to move passengers and/or property during entire duration of the performance of the work described in this Proposal until re-certified by the applicable authority(ies) having jurisdiction and in good standing with payment schedules.
- l. If site specific rules and regulations classify the elevator pit as confined space, elevator pits will need to reclassify a permit-required space to a non-permit required space prior to mobilization.

7. Temporary Use, Inspection and Turnover

- a. Unless required by specification, TK Elevator will not provide for "temporary use" of the elevator(s) described in this Proposal prior to completion and acceptance of the complete installation. Temporary use shall be agreed to via a change order to this Proposal which shall require Purchaser's execution of TK Elevator's standard Temporary Use Agreement. Cost for temporary use of an elevator shall be \$200.00 per calendar day per hydraulic elevator and \$250.00 per calendar day for each traction elevator for rental use only, excluding personnel to operate. All labor and parts, including callbacks required during the temporary use period will be

Modernization Proposal



billed at TK Elevator's standard local billing rates. In the event that an elevator must be provided for temporary use, TK Elevator will require 30 days to perform final adjustments and re-inspection after the elevator has been returned to TK Elevator with all protection, intercoms and temporary signage removed. This duration does not include any provisions for finish work or for repairs of same, which shall be addressed on a project-by-project basis. Cost for preparation of controls for temporary use, refurbishment due to normal wear and tear, readjustment and re-inspection is \$5,000.00 per elevator up to 10 floors. For projects above 10 stops, an additional cost of \$1,500.00 / 10 floors shall apply. These costs are based on work performed during normal working hours. Temporary use excludes vandalism or misuse. Any required signage, communication devices, elevator operators, and protection are not included while temporary use is being provided. All overtime premiums for repairs during the temporary use period will be billed at TK Elevator's local service billing rates.

b. The Proposal price set forth above includes one (1) inspection per unit by the applicable authority having jurisdiction if required by the government of the locality where the equipment is located. In the event the equipment fails that inspection due to no fault of TK Elevator, TK Elevator will charge Purchaser for both the cost of each re-inspection which shall be \$1,500.00 and a remobilization fee which shall be \$5,000.00 via change order prior to scheduling a re-inspection.

c. Upon notice from TK Elevator that the installation and/or modernization of the equipment is complete, Purchaser will arrange to have present at the jobsite a person authorized to make the final inspection and to execute TK Elevator's "Final Acceptance Form." The date and time that such person will be present at the site shall be mutually agreed upon but shall not be more than ten (10) business days after the date of TK Elevator's notice of completion to Purchaser unless both TK Elevator and Purchaser agree to an extension of that ten (10) day period in writing. Such final inspection and execution of TK Elevator's "Final Acceptance Form" shall not be unreasonably delayed or withheld.

d. Should the Purchaser or the local authority having jurisdiction require TK Elevator's presence at the inspection of equipment installed by others in conjunction with the work described in this Proposal, Purchaser agrees to compensate TK Elevator for its time at TK Elevator's current billing rate as posted at its local office.

e. At the conclusion of its work, TK Elevator will remove all equipment and unused or removed materials from the project site and leave its work area in a condition that, in TK Elevator's sole opinion, is neat and clean.

f. Purchaser agrees to accept a live demonstration of equipment's owner-controlled features in lieu of any maintenance training required in the bid specifications.

g. Purchaser agrees to accept TK Elevator's standard owner's manual in lieu of any maintenance, or any other, manual(s) required in the bid specifications.

8. MAX

MAX is a cloud based Internet of Things (IoT) platform that we, at our election, may connect to your elevators and escalators by means of installation of a remote-monitoring device or modem (each a "device"). MAX will analyze the unique signal output of your equipment 24/7 and when existing or potential outages are identified, MAX will automatically communicate with our dispatch centers. When appropriate, the dispatch center will alert our technicians during normal working hours. These MAX alerts provide the technician with precise diagnostics detail, which greatly enhances our ability to fix your equipment right the first time, MAXimizing the equipment uptime.

a. Purchaser authorizes TK Elevator and its employees to access purchaser's premises to install, maintain and/or repair the devices and, upon termination of the service agreement, to remove the same from the premises if we elect to remove.

b. TK Elevator is and shall remain the sole owner of the devices and the data communicated to us by the devices. The devices shall not become fixtures and are intended to reside where they are installed. TK Elevator may remove the devices and cease all data collection and analysis at any time.

Modernization Proposal



- c. If the service agreement between TK Elevator and Purchaser is terminated for any reason, TK Elevator will automatically deactivate the data collection, terminate the device software and all raw data previously received from the device will be removed and/or expunged or destroyed.
- d. Purchaser consents to the installation of the devices in your elevators and to the collection, maintenance, use, expungement and destruction of the daily elevator data as set forth in this agreement.
- e. The devices installed by TK Elevator contain trade secrets belonging to us and are installed for the use and benefit of our personnel only.
- f. Purchaser agrees not to permit purchaser personnel or any third parties to use, access, tamper with, relocate, copy, disclose, alter, destroy, disassemble or reverse engineer the device while it is located on purchaser's premises.
- g. The installation of this equipment shall not confer any rights or operate as an assignment or license to you of any patents, copyrights or trade secrets with respect to the equipment and/or any software contained or imbedded therein or utilized in connection with the collection, monitoring and/or analysis of data.

9. Additional Terms and Conditions

- a. In no event shall TK Elevator be responsible for liquidated, consequential, indirect, incidental, exemplary, and special damages associated with the work described in this Proposal.
- b. This Proposal is made without regard to compliance with any special purchasing, manufacturing or construction/installation requirements including, but not limited to, any socio-economic programs, such as small business programs, minority or woman owned business enterprise programs, or local preferences, any restrictive sourcing programs, such as Buy American Act, or any other similar local, state or federal procurement regulations or laws that would affect the cost of performance. Should any such requirements be applicable to the work described in this Proposal, TK Elevator reserves the right to modify this Proposal or rescind it altogether.
- c. TK Elevator is an equal opportunity employer.
- d. TK Elevator's performance of the work described in this Proposal is contingent upon Purchaser furnishing TK Elevator with any and all necessary permission or priority required under the terms and conditions of government regulations affecting the acceptance of this Proposal or the manufacture, delivery or installation of the equipment. All applicable sales and use taxes, permit fees and licenses imposed upon TK Elevator as of the date of the Proposal are included in the price of the Proposal. Purchaser is responsible for any additional applicable sales and use taxes, permit fees and licenses imposed upon TK Elevator after the date of the Proposal or as a result of any law enacted after the date of the Proposal.
- e. All taxes, tariffs, duties, permit and/or license fees imposed upon TK Elevator as of the date of the execution of this Proposal are included in the price of the Proposal. After the date of acceptance of this Proposal and in addition to the Proposal price, Purchaser is also responsible to pay TK Elevator for any new (or any increase in): (1) applicable taxes, tariffs, duties, permit and/or license fees; (2) charges from its suppliers for any of the applicable materials and/or components: (A) due to supply chain issues, the imposition of new or increased taxes, tariffs, or other charges by applicable governmental authorities; (B) if the release of materials called for in this Proposal occurs after the milestone mentioned earlier in this Proposal; and/or (C) if the completion of work called for in this Proposal occurs after the milestone mentioned earlier in this Proposal; and/or (3) charges from TK Elevator's shippers and/or freight forwarders.
- f. Purchaser agrees to provide TK Elevator's personnel with a safe place in which to work and TK Elevator reserves the right to discontinue work at the jobsite whenever, in TK Elevator's sole opinion, this provision is being violated.

Modernization Proposal



- g. The pricing set forth in this Proposal assumes that the elevator pits will not be classified as a confined space. TK Elevator will follow its standard safety policy and procedures. Any job specific safety requirements over and above TK Elevator's standard practices and policies may require additional costs.
- h. TK Elevator will furnish and install all equipment in accordance with the terms, conditions, scope and equipment nomenclature as noted herein. Requested changes or modifications to such provisions will require a written change order issued on the Purchaser's letterhead and accepted by TK Elevator in writing prior to the execution of such work. This change order shall detail the current contract price, the amount of the change, and new contract value.
- i. This Proposal does not include a schedule for the work described and any such schedule shall be mutually agreed upon by an authorized representative of both TK Elevator and Purchaser in writing before becoming effective.
- j. In the event asbestos material is knowingly or unknowingly removed or disturbed in any manner at the jobsite, Purchaser shall monitor TK Elevator's work place and prior to and during TK Elevator's manning of the job, Purchaser shall certify that asbestos in the environment does not exceed .01 fibers per cc as tested by NIOSH 7400. In the event TK Elevator's employees or those of TK Elevator's subcontractors are exposed to an asbestos hazard, PCP's, lead or other hazardous substances, Purchaser agrees, to the fullest extent permitted by law, to indemnify, defend, and hold TK Elevator harmless from all damages, claims, suits, expenses, and payments resulting from such exposure. Identification, notification, removal and disposal of asbestos containing material, PCP's lead or other hazardous substances are the responsibility of the Purchaser.
- k. TK Elevator retains title to and a security interest in all equipment it supplies – which TK Elevator and Purchaser agree can be removed without material injury to the real property – until all payments including deferred payments and any extensions thereof, are made. In the event of any default by Purchaser on any payment, or any other provision of this Proposal, TK Elevator may take immediate possession of the equipment and enter upon the premises where it is located – without legal process – and remove such equipment or portions thereof, irrespective of the matter of its attachment to the real estate or the sale, mortgage or lease of the real estate. Pursuant to the Uniform Commercial Code, and at TK Elevator's request, Purchaser agrees to execute any financial or continuation statements which may be necessary for TK Elevator to file in public offices in order to perfect TK Elevator's security interest in such equipment.
- l. TK Elevator reserves the right to assign payments owed to TK Elevator under this Proposal.
- m. TK Elevator shall not be liable for any loss, damage or delay caused by acts of government, labor troubles, strikes, lockouts, fire, explosion, theft, floods, riot, civil commotion, war, malicious mischief, acts of God or any cause beyond its control.
- n. The rights of TK Elevator under this Proposal shall be cumulative and the failure on the part of the TK Elevator to exercise any rights hereunder shall not operate to forfeit or waive any of said rights. Any extension, indulgence or change by TK Elevator in the method, mode or manner or payment or any of its other rights shall not be construed as a waiver of any of its rights under this Proposal.
- o. In the event TK Elevator engages a third party to enforce the terms of this Proposal, and/or to collect payment due hereunder, either with or without suit, Purchaser agrees to pay all costs thereof together with reasonable attorney's fees. Purchaser does hereby waive trial by jury and does hereby consent to the venue of any proceeding or lawsuit under this Proposal to be in the county where the work covered by this Proposal is located.
- p. TK Elevator can furnish Certificate of Workers' Compensation, Bodily Injury and Property Damage Liability Insurance coverage to Purchaser upon written request.
- q. Should loss of or damage to TK Elevator's material, tools or work occur at the project site, Purchaser shall compensate TK Elevator for such loss, unless such loss or damage results from TK Elevator's own acts or omissions.
- r. Purchaser, in consideration of TK Elevator performing the services set forth in this Proposal, to the fullest extent permitted by law expressly agrees to indemnify, defend, save harmless, discharge, release and forever

Modernization Proposal



acquit TK Elevator Corporation, TK Elevator Manufacturing, Inc., their respective employees, officers, agents, insurers, affiliates, and subsidiaries (hereinafter singularly a “TK Elevator party” and collectively the “TK Elevator parties”) from and against any and all claims, demands, suits, and proceedings for loss, property damage (including damage to the equipment which is the subject matter of this Proposal), personal injury or death that are alleged to either have arisen out of or be connected with the sale, marketing, presence, use, misuse, maintenance, installation, removal, modernization, manufacture, design, operation or condition of the equipment that is the subject matter of this Proposal or the labor and materials furnished in connection with this Proposal. Purchaser’s duty to indemnify a TK Elevator party does not apply to the extent that the loss, property damage (including damage to the equipment which is the subject matter of this Proposal), personal injury or death is determined to be caused by or resulting from the negligence of that TK Elevator party. Purchaser recognizes that its obligation to defend the TK Elevator parties under this clause, which is separate and apart from its duty to indemnify the TK Elevator parties, includes payment of all attorneys’ fees, court costs, judgments, settlements, interest and any other expenses of litigation arising out of such claims, demands, suits or proceedings.

s. Purchaser further expressly agrees to name Tk Elevator Corporation and TK Elevator Manufacturing, Inc. along with their respective officers, agents, affiliates and subsidiaries as additional insureds in Purchaser’s liability and any excess (umbrella) liability insurance policy(ies). Such insurance must insure TK Elevator Corporation and TK Elevator Manufacturing, Inc. for those claims and/or losses referenced in the above paragraph and those claims and/or or losses arising from the negligence of TK Elevator Corporation and TK Elevator Manufacturing, Inc. Such insurance must specify that its coverage is primary and non-contributory. Purchaser hereby waives its right of subrogation.

t. TK Elevator’s participation in any controlled insurance program is expressly conditioned upon review and approval of all controlled insurance program information and documentation prior to enrollment. Any insurance credits if applicable, will be provided at that time.

u. Unless so mutually agreed upon in a separate signed agreement, TK Elevator shall not be required to interact or correspond with any third party with whom Subcontractor is not in privity of contract concerning matters pertinent to this Agreement.

v. The Purchaser must inform TK Elevator if Purchaser is, or becomes, an individual or entity that is - or that is majority owned or controlled by a party that is - included on any list of restricted parties maintained by (i) the United States of America; (ii) the United Nations; (iii) the European Union or any EU member state; (iv) the UK; or (v) any other national authority binding the parties of this contract.

In case the Purchaser, or any other beneficiary of this transaction, e.g. the end-user, is or becomes an individual or entity that is - or that is majority owned or controlled by a party that is - included on any list of restricted parties, TK Elevator reserves the right to cancel this Proposal immediately.

If the goods subject to this Proposal would be exported, re-exported, resold, used, transferred or otherwise disposed of in violation of any sanctions applicable to TK Elevator, TK Elevator also reserves the right to cancel this Proposal immediately. In this respect, the Purchaser shall be obliged to disclose the final delivery address, end-user and end-use of the goods upon request - insofar as legally permissible - and to notify TK Elevator of all circumstances that indicate an aforementioned infringement.

“Sanctions” means here any economic, trade or financial sanctions, laws, regulations, embargoes or restrictive measures imposed, enacted, administered or enforced by any Sanctions Authority. “Sanctions Authority” means (i) the US;(ii) the UN Security Council;(iii) the EU and any EU member state;(iv) the UK; or(v) any governmental institutions of any of the foregoing which administer Sanctions, including HM Treasury, OFAC, the US State Department and the US Department of the Treasury.

Acceptance

Purchaser's acceptance of this Proposal and its approval by an authorized manager of TK Elevator will constitute exclusively and entirely the agreement between the parties for the goods and services herein described and full payment of the sum of One Hundred Twenty Two Thousand Six Hundred Thirty Nine Dollars and Nineteen Cents (\$122,639.19) plus any applicable sales tax.

All other prior representations or regarding this work, whether written or verbal, will be deemed to be merged herein and no other changes in or additions to this Proposal will be recognized unless made in writing and properly executed by both parties as a change order. Should Purchaser's acceptance be in the form of a purchase order or other similar document, the provisions of this Proposal will exclusively govern the relationship of the parties with respect to this transaction. No agent or employee shall have the authority to waive or modify any of the terms of this Proposal without the prior written approval of an authorized TK Elevator manager.

(Purchaser):		TK Elevator Corporation Management Approval	
By:		By:	
(Signature of Authorized Individual)		(Signature of Branch Representative)	
		Erik Richardson	
(Print or Type Name)		Branch Manager	
(Print or Type Title)			
(Date of Acceptance)		(Date of Execution)	

**CITY OF ONTARIO
GENERAL FUND - DEPARTMENT REVENUE
FOR THE PERIOD ENDED
SEPTEMBER 30, 2023**

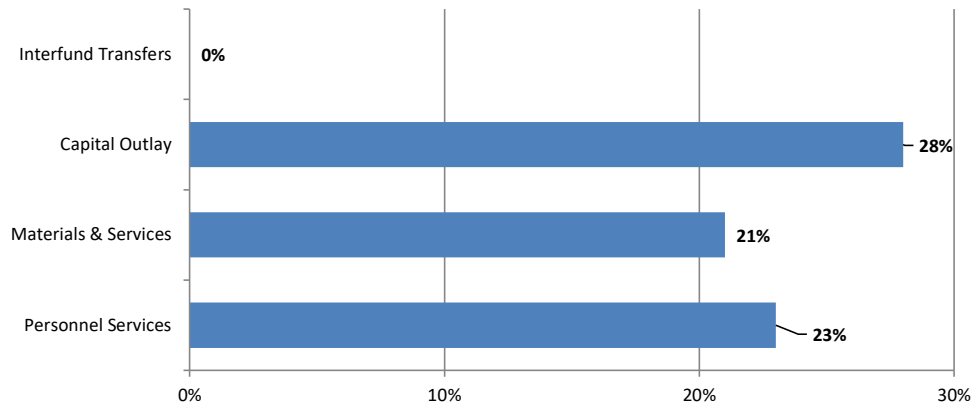
DEPARTMENT	BUDGET	ACTUAL	% REALIZED	COMMENTS
GENERAL FUND BEGINNING FUND BALANCE	3,375,600	3,907,764	115.8%	
Parks	102,000	35,015	34.3%	
Parks & Recreation	102,000	35,015	34.3%	
Fire	306,313	76,005	24.8%	
Code Enforcement	25,300	2,308	9.1%	
Police	421,175	85,109	20.2%	
Dispensary Business License	130,200	12,400	9.5%	
Public Safety Total	882,988	175,822	19.9%	
Interest	49,000	50,151	102.3%	
State Revenue Sharing	-	37,536	#DIV/0!	
Administrative Services	497,148	124,287	25.0%	
Other General Revenues	8,480	1,696	20.0%	
Donations	-	-	#DIV/0!	
Property Taxes	4,263,346	28,580	0.7%	
Alcohol Bvg License & Fee	231,095	37,102	16.1%	
Cigarette tax	8,474	1,494	17.6%	
Marijuana tax	2,500,000	-	0.0%	
Franchise Fees	1,611,689	-	0.0%	
Cemetery	45,000	7,025	15.6%	
General Government Total	9,214,232	287,872	3.1%	
Planning & Zoning	4,000	2,410	60.3%	
Community development	4,000	2,410	60.3%	
GENERAL FUND REVENUE TOTALS	\$ 10,203,220	\$ 501,118	4.9%	
YTD CURRENT YEAR PROFIT(LOSS)				\$ (2,018,652)
YTD BUDGET BENCHMARK			25.0%	 -20.1%

**CITY OF ONTARIO
GENERAL FUND - DEPARTMENT EXPENDITURES
FOR THE PERIOD ENDED
SEPTEMBER 30, 2023**

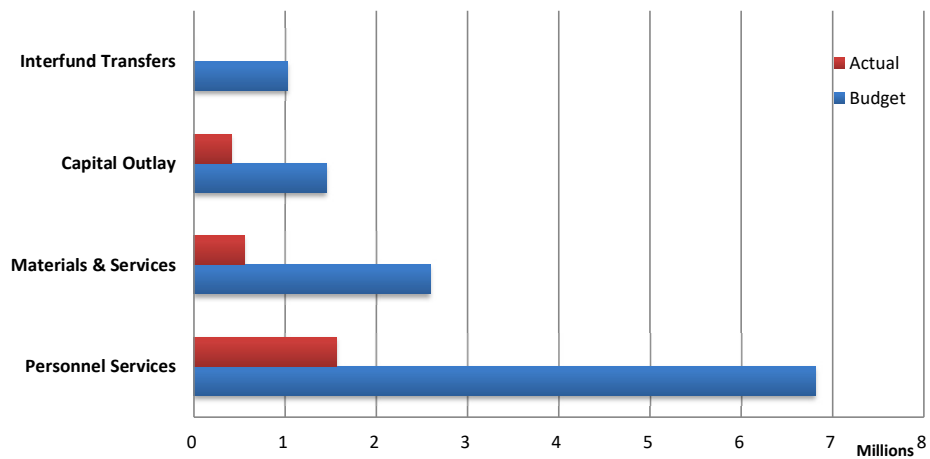
DEPARTMENT	BUDGET	ACTUAL	% EXPENDED	COMMENTS
Parks	173,760	48,871	28.1%	
Parks & Recreation	173,760	48,871	28.1%	
Fire	2,602,376	760,632	29.2%	
Code Enforcement	154,109	23,658	15.4%	
Police	5,135,639	1,073,879	20.9%	
Police reserves	3,430	-	0.0%	
Public Safety Total	7,895,554	1,858,169	23.5%	
Administration	524,452	122,900	23.4%	
City Council	38,936	3,760	9.7%	
Business Registration	1,100	6	0.5%	
Cemetery	157,468	80,235	51.0%	
Finance	262,826	40,054	15.2%	
Technology	274,727	118,274	43.1%	
General Government Total	1,259,509	365,230	29.0%	
Community development	253,375	24,219	9.6%	
Community Development	253,375	24,219	9.6%	
Administrative Overhead	910,747	219,390	24.1%	
Non-Departmental Contributions	386,500	3,893	1.0%	
Other Total	1,297,247	223,282	17.2%	
Operating Transfers Out	992,772	-	0.0%	
GENERAL FUND TOTALS	\$ 11,872,217	\$ 2,519,771	21.2%	
YTD BUDGET BENCHMARK			25.0%	 21.2%

**CITY OF ONTARIO
GENERAL FUND - DEPARTMENT EXPENDITURES
FOR THE PERIOD ENDED
SEPTEMBER 30, 2023**

% Expended by Category



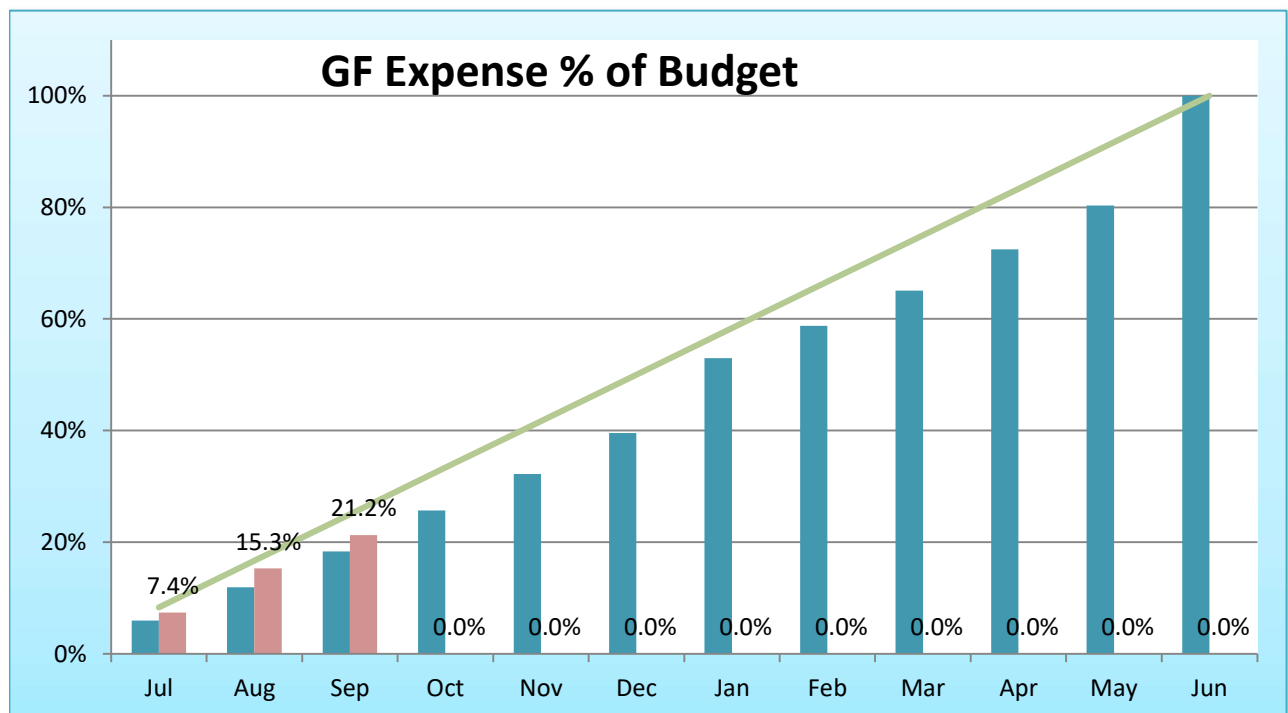
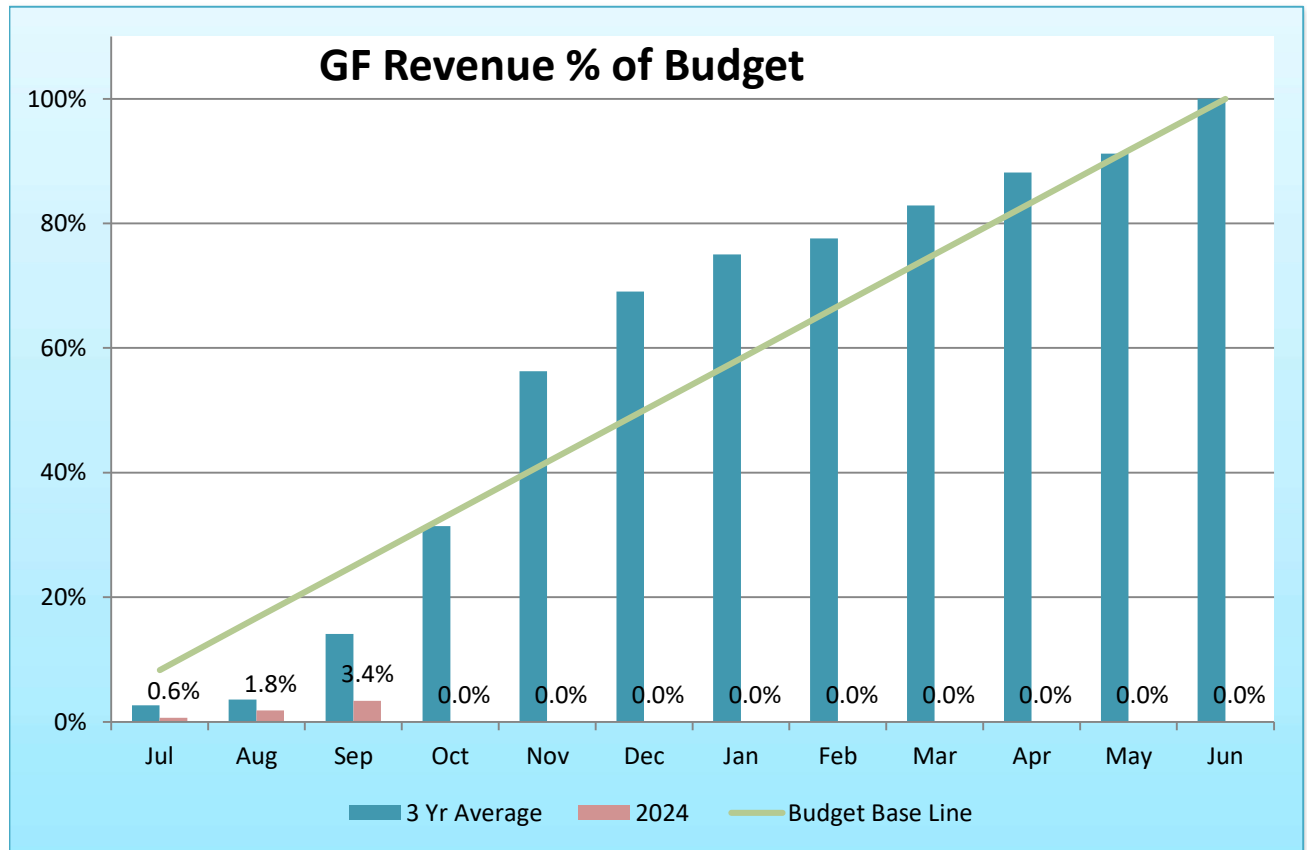
Budget to Actual by Category



**CITY OF ONTARIO
GENERAL FUND - LEGAL SERVICES
AS OF SEPTEMBER 30, 2023**

LEGAL EXPENSES		
JULY	\$	5,575
AUGUST		4,863
SEPTEMBER		11,814
OCTOBER		-
NOVEMBER		-
DECEMBER		-
JANUARY		-
FEBRUARY		-
MARCH		-
APRIL		-
MAY		-
JUNE		-
TOTAL	\$	22,252
BUDGETED AMOUNT	\$	150,000
(OVER) UNDER BUDGET AMOUNT	\$	127,748
Budget remaining		85.2%

**CITY OF ONTARIO
GENERAL FUND
FOR THE PERIOD ENDED
SEPTEMBER 30, 2023**



**CITY OF ONTARIO
OTHER FUNDS - EXPENDITURES
FOR THE PERIOD ENDED
SEPTEMBER 30, 2023**

DEPARTMENT/FUND	REVENUES				EXPENDITURES		
	BUDGET	ACTUAL	% REALIZED		BUDGET	ACTUAL	% EXPENDED
002 Marijuana Enforcement Fund	25,600	-	0.0%		25,600	-	0.0%
010 Grant Fund	350,856	289,500	82.5%		350,856	440,840	125.6%
027 Building Fund	714,134	113,699	15.9%		267,215	53,182	19.9%
030 Capital Projects Fund	5,867,065	176,322	3.0%		3,589,164	30,505	0.8%
031 SDC Fund	854,147	40,734	4.8%		854,147	-	0.0%
035 Debt Service Fund	0	-	#DIV/0!		-	-	#DIV/0!
045 Street Fund	5,055,420	575,327	11.4%		5,055,420	676,798	13.4%
050 Trust Funds	1,069,826	171,866	16.1%		873,957	72,991	8.4%
055 Reserve Funds	4,250,095	114,877	2.7%		3,053,904	99,074	3.2%
060 Revolving Loan Fund	345,750	5,000	1.4%		345,750	20,000	5.8%
065 Aquatic Donation Fund	-	-	#DIV/0!		-	-	#DIV/0!
105 Water Fund	5,405,026	1,154,052	21.4%		4,550,090	1,033,164	22.7%
110 Sewer Fund	6,178,131	945,385	15.3%		4,783,003	1,651,806	34.5%
115 Storm Sewer Fund	464,381	33,815	7.3%		165,665	38,477	23.2%
120 Airport Fund	414,329	60,706	14.7%		414,329	40,527	9.8%

Comments:

YTD BUDGET BENCHMARK	25.0%
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MALHEUR COUNTY COURT MINUTES

October 25, 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 # [2023-3046](#)

GREATER OREGON BEHAVIORAL HEALTH INC/LIFEWAYS

Greater Oregon Behavioral Health Inc. (GOBHI) CEO Karen Wheeler and GOBHI Board Member/Lifeways CEO Steve Jensen met with the Court. Also present were: Lourdes Reyna, GOBHI Community Health Development Director; Yamileth Gonzalez from Oregon Health Authority; Lifeways Outpatient Clinical Director Ron Van Ausdal; Lifeways Intensive Outpatient Services Clinical Director Andrea Recla; Lifeways former client and current employee James; and Lifeways client Chris. Ms. Wheeler also serves as the Behavioral Health Director for Eastern Oregon Coordinated Care Organization (EOCCO) and the Tribal Liaison for EOCCO.

Ms. Wheeler provided a brief background of GOBHI and EOCCO. EOCCO has no staff; GOBHI and Moda Health staff EOCCO. GOBHI and Moda Health are the primary owners of EOCCO (each own 29%); the other is owned by hospital systems, two independent physician clinics and a federally qualified health center. On behalf of EOCCO, GOBHI administers the behavioral health benefit and the non-emergent medical transportation benefit and also takes the lead on the community engagement work for EOCCO. Every five years each coordinated care organization must complete a Community Health Assessment and GOBHI is preparing for the next assessment.

Ms. Reyna provided information on the Community Health Assessment process. EOCCO serves 12 counties and expanded community and member engagement is a goal in completing the community health assessment process. A team of individuals who live within the various counties will be assisting in the process. Health data will be reviewed. Priority goals for the next five years will be developed - to include priority goals for each of the counties as well as the region. The final Community Health Plan is due December 2024.

Ms. Wheeler explained how the behavioral health system is financed; because the population of the CCO region is so small GOBHI mainly works through the Community Mental Health Programs (CMHP's). Oregon Health Authority (OHA) provides capitation funds to the CCO's; EOCCO sends the capitation funds for behavioral health and the non-emergent transportation component as well as a per member/per month dollar amount for community engagement work to GOBHI. GOBHI then sends most of the capitation funds to the Community Mental Health Programs such as Lifeways. CMHP's are also at risk for hospital level of service; when a client accesses psychiatric hospital level of care that cost is taken from the CMHP's capitation funding.

Ms. Wheeler reviewed the array of behavioral health services that are funded for both youth services and adult services. GOBHI also administers Therapeutic Foster Care statewide; this is outside of the CCO work but is a Medicaid funded service through Department of Human Services (DHS).

Value-based payment model was put into place last year (also called alternative payment model); certain benchmarks are included in the CMHP contracts and there are financial payments for meeting the benchmarks.

Mr. Jensen provided data on Lifeways services and clients for the last several years. In 2020 the total number of services dipped quite a bit; this was during the pandemic when the economy shut down and people did not get out much. Lifeways offers a full array of behavioral health services.

Ms. Recla provided an overview of crises services. The need for crises services has dramatically increased and state funding was made available to expand crises services. Lifeways now has a 24 hour mobile crises team that can respond in teams of two within the community. Mobile Response Stabilization Services (MRSS) is a crises services program that helps individuals 20 and younger and their families who may need a bit more help. There is also a 24 hour crises dispatch team. In 2022 Lifeways provided 232 crises assessments in Malheur county. As of today, in 2023 there have been 370 crises assessments (53 unique mobile crises services with an average response time of 35.6 minutes). Congressional funding is expected summer of 2024 for a crises stabilization unit.

Mr. Van Ausdal explained that Lifeways recently opened a youth center in Ontario. Youth will be provided treatment in the facility and it is a warm safe place to go. Various services for youth are offered through Lifeways.

Mr. Jensen explained that the Behavioral Health Resource Network (BHRN) grant funding was split three ways in Malheur County; Lifeways received about one-third of the funding and used the funding to expand services for low barrier treatment. The focus going into the next year will be to work towards creating a drop-in facility. Mr. Jensen is also advocating for use of some of the funding for medical detox. Additionally, grant funding has been received for a 10-12 unit housing project; this will be supported housing for individuals going through treatment.

Personal client stories were shared by James and Chris.

See instrument # [2023-3047](#) for the 23/24 Community Health Assessment - Community Engagement/Data Sharing document from GOBHI; and instrument # [2023-3048](#) for Lifeways 2023 Data Sets document

COURT MINUTES

Commissioner Jacobs moved to approve Court Minutes of October 18, 2023 as written. Commissioner Mendiola seconded and the motion passed unanimously.

IGA 180022 - AMENDMENT

Commissioner Jacobs moved to approve Amendment No. 3 to Oregon Health Authority 2023-2025 Intergovernmental Agreement for the Financing of Public Health Services, Agreement #180022. Commissioner Mendiola seconded and the motion passed unanimously. Funding is added for PE51-03 ARPA WF Funding. A copy will be returned for recording.

EXECUTIVE SESSION

Executive Session was called in accordance with ORS 192.660(2)(a) - Employment of Public Officers, Employees and Agents with Judge Joyce presiding and Commissioner Jacobs and Commissioner Mendiola present. Also present were: Assessor Dave Ingram, Snake River Economic Development Alliance (SREDA) Executive Director Kristen Nieskens, Administrative Officer Lorinda DuBois and Taylor Rembowski. No decisions were made during the session.

ECONOMIC DEVELOPMENT DIRECTOR

Consensus of the Court was to authorize Ms. DuBois to make an employment offer to the number one candidate beginning at Step 1 on the salary schedule.

TRACK C

Commissioner Jacobs moved to authorize payment of MCDC invoice for steel for Track C in the amount of \$531,361.37. Commissioner Mendiola seconded and the motion passed unanimously. (This amount will be deducted from the \$2 million the Court previously authorized for construction of Track C.)

COURT ADJOURNMENT

Judge Joyce adjourned the meeting.

Accounts Payable

Checks by Date - Summary by Check Date

User: kari.ott
Printed: 11/9/2023 4:32 PM



Check No	Vendor No	Vendor Name	Check Date	Check Amount
130895	037600	AT&T	10/10/2023	23.69
130896	130624	B & W Car Wash	10/10/2023	3.00
130897	879494	Bruneel, LLC	10/10/2023	53.90
130898	626400	Campo & Poole Distributing, LLC	10/10/2023	11,041.62
130899	637828	Century Link Communications, LLC	10/10/2023	62.33
130900	216000	D & B Supply Company	10/10/2023	67.06
130901	879641	Garrett's Dry Cleaning, LLC	10/10/2023	49.29
130902	360015	Home Depot Credit Services	10/10/2023	539.78
130903	&509	Matsy's Restaurant & Catering	10/10/2023	15.00
130904	879464	Merchant McIntyre Associates, LLC	10/10/2023	6,500.00
130905	879301	Net Assets Corporation	10/10/2023	315.00
130906	879012	State of Oregon Dept of Public Safety Stan	10/10/2023	46.25
130907	879551	Painter Holdings & Business Ventures, Inc.	10/10/2023	25.75
130908	879392	Payette Printing Company	10/10/2023	306.80
130909	879469	SBRK Finance Holdings, Inc.	10/10/2023	1,555.00
130910	879626	Silverhawk Properties Oregon, LLC	10/10/2023	425.00
130911	689005	Chad Sombke, Ph.D., PC	10/10/2023	1,000.00
130912	879764	T&Z Hardware, Inc.	10/10/2023	6.59
130913	879553	Training & Employment Consortium	10/10/2023	99.00
130914	788402	TransUnion Risk & Alternative Data Soluti	10/10/2023	75.00
130915	879733	Waste Connections of Oregon, Inc.	10/10/2023	313.06
130916	879635	Western Building Maintenance, Inc.	10/10/2023	4,657.08
130917	879657	Albina Asphalt	10/10/2023	450.00
130918	T110	Coley's Glass Company, LLC	10/10/2023	3,473.62
130919	360015	Home Depot Credit Services	10/10/2023	428.28
130920	461607	MicroTechnology Systems, Inc.	10/10/2023	12,450.00
130921	879120	Record Steel and Construction, Inc.	10/10/2023	175,800.00
130922	879138	Stantec Consulting Services, Inc.	10/10/2023	3,361.00
130923	842030	Warrington Construction Corporation of Or	10/10/2023	32,851.00
130924	010500	Tori Barnett	10/10/2023	150.00
130925	UB*12124	JOHN BROWN	10/10/2023	58.25
130926	UB*12137	KENNETH FORBES	10/10/2023	68.03
130927	UB*12119	SHERRY GILL	10/10/2023	128.72
130928	UB*12136	SAMANTHA LOPEZ	10/10/2023	21.39
130929	UB*12138	SUSAN RAMIREZ GARCIA	10/10/2023	22.27
130930	UB*12139	MATYSON SIDDOWAY	10/10/2023	1,120.51
130931	UB*12140	DAVID THOMPSON	10/10/2023	139.89
Total for 10/10/2023:				257,703.16
ACH	878915	Jacobs Engineeering Group, Inc.	10/13/2023	894.52
ACH	878915	Jacobs Engineeering Group, Inc.	10/13/2023	4,238.32
130932	879767	Ballard Marine Consstruction, LLC	10/13/2023	311,700.00
130933	22427	Conсор North America, Inc.	10/13/2023	6,854.38
130934	336725	Core & Main	10/13/2023	31,088.00
130935	22427	Conсор North America, Inc.	10/13/2023	4,544.00
130936	626400	Campo & Poole Distributing, LLC	10/13/2023	892.90

Check No	Vendor No	Vendor Name	Check Date	Check Amount
130937	144000	Cascade Natural Gas Corporation	10/13/2023	64.45
130938	637830	Century Link	10/13/2023	527.28
130939	879191	Kristy Lynn Janti	10/13/2023	64.00
130940	879417	LightSpeed Networks, Inc.	10/13/2023	1,215.77
130941	516494	State of Oregon Department of Transportati	10/13/2023	6,961.31
130942	608001	Pitney-Bowes, Inc.	10/13/2023	132.79
130943	130950	Sparklight Business	10/13/2023	155.58
130944	729500	Storage On Site	10/13/2023	85.00
130945	879151	Waste-Pro	10/13/2023	40.05
Total for 10/13/2023:				369,458.35
130946	879797	Ken H. Abbott	10/16/2023	6,000.00
130947	879798	Mark Bateman	10/16/2023	6,000.00
130948	879799	Kelly Bennett	10/16/2023	6,000.00
130949	879583	Benson's Trophies & Plaques, Inc.	10/16/2023	70.00
130950	879451	CDR Labor Law, LLC	10/16/2023	100.50
130951	879736	Desert Sage Event Center	10/16/2023	4,298.09
130952	&260	Four Rivers Cultural Center	10/16/2023	34,161.42
130953	879800	Juana Carolina Gomez	10/16/2023	6,000.00
130954	879669	Thomas C Keim	10/16/2023	1,500.00
130955	879801	Logan Maag	10/16/2023	6,000.00
130956	879163	McCurry Ontario Motors, LLC	10/16/2023	689.63
130957	602320	NAPA Auto Parts	10/16/2023	49.99
130958	539200	Ontario Area Chamber of Commerce	10/16/2023	28,446.23
130959	879226	PortaPros	10/16/2023	676.00
130960	SMITHS	Sheri Smith	10/16/2023	72.92
130961	702008	Staples Business Credit	10/16/2023	331.32
130962	190549	Wienhoff Drug Testing	10/16/2023	25.00
Total for 10/16/2023:				100,421.10
ACH	878915	Jacobs Engineeering Group, Inc.	10/18/2023	464,830.00
Total for 10/18/2023:				464,830.00
130963	879745	AT&T Mobility, LLC	10/20/2023	1,229.84
130964	879637	Bryant Lovlien & Jarvis PC Attorneys at La	10/20/2023	11,713.75
130965	879062	Compass Minerals America, Inc.	10/20/2023	21,704.02
130966	879028	Dan Cummings	10/20/2023	175.50
130967	879736	Desert Sage Event Center	10/20/2023	4,011.77
130968	&260	Four Rivers Cultural Center	10/20/2023	31,885.73
130969	HYSELLCO	Corinna Hysell	10/20/2023	175.50
130970	879191	Kristy Lynn Janti	10/20/2023	38.00
130971	441140	Looks Nu, Inc.	10/20/2023	238.00
130972	451600	Malheur County Administration Office	10/20/2023	400.00
130973	461607	MicroTechnology Systems, Inc.	10/20/2023	9,115.00
130974	539200	Ontario Area Chamber of Commerce	10/20/2023	26,384.74
130975	583450	State of Oregon Dept of Corrections	10/20/2023	4,000.00
130976	879804	OPTA Oregon Permit Technicians Associati	10/20/2023	640.00
130977	528405	Oster Professional Group, CPA's PC	10/20/2023	26,702.83
130978	626654	The Police and Sheriffs Press, Inc.	10/20/2023	32.60
130979	&537	Michael Pratt, Hearings Officer	10/20/2023	60.00
130980	642093	Red's Automotive Repair, Inc.	10/20/2023	436.46
130981	879802	Nephi Tolman	10/20/2023	850.00
130982	879553	Training & Employment Consortium	10/20/2023	209.00

Check No	Vendor No	Vendor Name	Check Date	Check Amount
130983	879680	US Bank Equipment Finance	10/20/2023	2,195.45
130984	863995	White Cloud Communications-Boise, Inc.	10/20/2023	578.00
130985	22427	Consor North America, Inc.	10/20/2023	19,188.75
130986	412500	Keller Associates, Inc.	10/20/2023	5,192.68
130987	412500	Keller Associates, Inc.	10/20/2023	1,106.25
130988	412500	Keller Associates, Inc.	10/20/2023	545.00
Total for 10/20/2023:				168,808.87
ACH	PRFED	PAYROLL TAXES	10/23/2023	2,570.00
ACH	PRORTAX2	OREGON DEPARTMENT OF REVENUE	10/23/2023	145.72
ACH	PRORTAXE	OREGON DEPARTMENT OF REVENUE	10/23/2023	830.30
ACH	PRPERS	OREGON PERS	10/23/2023	3,250.95
Total for 10/23/2023:				6,796.97
130991	UB*11798	MARK ALEXANDER	10/26/2023	427.71
130992	879806	Jennifer Braden	10/26/2023	150.50
130993	UB*12141	DANNA BROWNING	10/26/2023	147.35
130994	637830	Century Link	10/26/2023	718.30
130995	183201	CK3, LLC	10/26/2023	1,045.00
130996	879653	FileOnQ	10/26/2023	650.00
130997	376000	Idaho Power	10/26/2023	2,979.38
130998	879612	Michael Iwai	10/26/2023	175.50
130999	451650	Malheur County Tax Collector	10/26/2023	65.76
131000	583401	State of Oregon Department of Environmen	10/26/2023	834.00
131001	UB*12142	CASIE & CHRISTOPHER SANSOUCIE	10/26/2023	218.43
131002	704400	Star Fire District	10/26/2023	1,866.72
131003	738001	Lt. James Swank	10/26/2023	175.50
131004	288897	Verizon	10/26/2023	1,341.41
131005	879007	Weidner Fire	10/26/2023	7,019.15
131006	UB*12143	DEMRY WIXOM	10/26/2023	43.92
Total for 10/26/2023:				17,858.63
ACH	PRAFLAC	AMERICAN FAMILY LIFE ASSURANCE	10/31/2023	810.75
ACH	PRAMERF	AMERICAN FUNDS GROUP	10/31/2023	150.00
ACH	PRCCIS	E B S TRUST	10/31/2023	68,740.41
ACH	PRCOLONI	COLONIAL LIFE	10/31/2023	764.56
ACH	PRFED	PAYROLL TAXES	10/31/2023	75,561.97
ACH	PRNATW	NATIONWIDE RETIREMENT SOLUTIO	10/31/2023	500.00
ACH	PRORJU	OREGON DEPARTMENT OF JUSTICE	10/31/2023	51.42
ACH	PRORTAX2	OREGON DEPARTMENT OF REVENUE	10/31/2023	3,269.95
ACH	PRORTAXE	OREGON DEPARTMENT OF REVENUE	10/31/2023	20,202.73
ACH	PROSGP	OREGON SAVINGS & GROWTH PLAN	10/31/2023	7,537.26
ACH	PRPERS	OREGON PERS	10/31/2023	108,521.39
131007	PRLINC	LINCOLN NATIONAL LIFE INS CO	10/31/2023	600.00
131008	PRSFIRE	UMPQUA BANK	10/31/2023	675.00
131009	16BARRF	FRANCISCO BARRERA	10/31/2023	520.96
131010	03FOLDD	DEBORAH FOLDEN	10/31/2023	163.62
131011	16FORTB	BENJAMIN FORTNER	10/31/2023	33.41
131012	16GAMMT	TREVOR GAMMAGE	10/31/2023	712.45
131013	16GUTIL	LUIS GUTIERREZ-ZUNIGA	10/31/2023	398.12
131014	16REEVR	RYAN REEVER	10/31/2023	171.30
131015	16TOLMN	NEPHI TOLMAN	10/31/2023	141.91
131016	16TORRM	MIGUEL TORRES	10/31/2023	113.03

Check No	Vendor No	Vendor Name	Check Date	Check Amount
Total for 10/31/2023:				289,640.24
Report Total (138 checks):				1,675,517.32

Jacobs

Public Works Department

Monthly Report

October 2023



Jacobs



Monthly Business Review

Public Works Department

Contents:

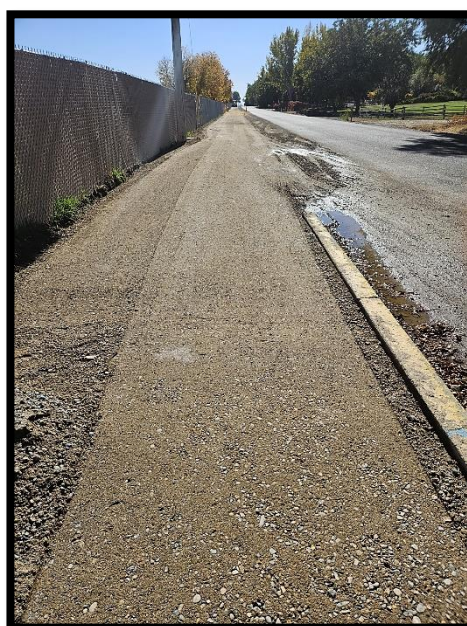
- ENGINEERING DEVELOPMENT REVIEW SUMMARY
- WATER TREATMENT PLANT AND DISTRIBUTION SYSTEM SUMMARY
- WASTEWATER TREATMENT PLANT AND COLLECTION SYSTEM SUMMARY
- OPERATIONS MAINTENANCE SUMMARY
- FACILITIES, CEMETERIES & PARKS
- APPENDIX

October Business Review

DEVELOPMENT REVIEW

ACTIVITIES OCTOBER 2023

- Issued 6 ROW Permits.
- Issued 1 New Address to Commercial lot.
- Attended 1 PDAC meeting to discuss the addition of residential housing.
- Attended the Jacobs monthly safety meeting.
- Inspected the abandonment of 0 Backflow devices on irrigation systems.
- Mailed out 23 backflow test notifications due by the end of September.
- Mailed out 8 backflow test 2nd notifications.
- Door hangers- 5 were hung on doors for final notice before water termination for noncompliance.
- Multiple plan reviews for new construction.
- Multiple construction inspections.
- Tapadera Lift Station- ACS and Vale Electric are working on the SCADA programing currently.
- “Safe Routes to School” paving is complete and we very close to the completion of this project.
- Airport fencing is complete, and we have performed out final walk-thru for acceptance.
- Golf Course Maintenance Shop- The demolition portion of this project has started.



October Business Review

WATER: TREATMENT PLANT AND DISTRIBUTION SUMMARY

ACTIVITIES MONTH 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 Disinfection Byproduct, TOC, and Alkalinity samples taken.
- 162 water meters changed out.
- 7 leak checks.
- 22 water meters turned on customer request.
- 11 meters checked for high consumption.
- 15 meters off customer request.
- 25 meters turned off for non-payment.
- 30 meters turned on for payment received.
- 15 meters read verified.
- 5 new meters installed.
- 3 meters winterized.

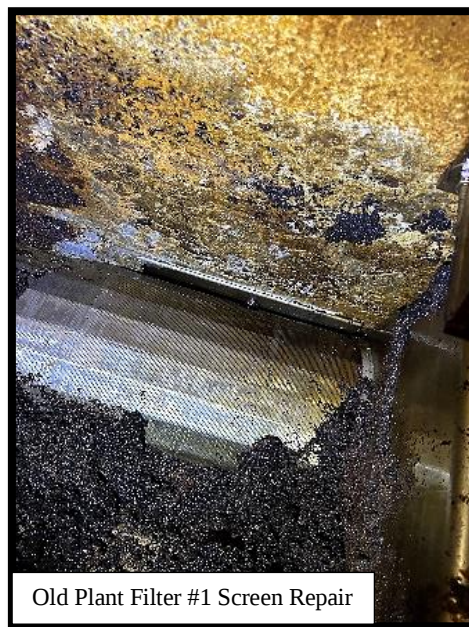
October Business Review

WATER: TREATMENT PLANT AND DISTRIBUTION SUMMARY**ACTIVITIES MONTH 2023**

WesTech Expansion Construction continued



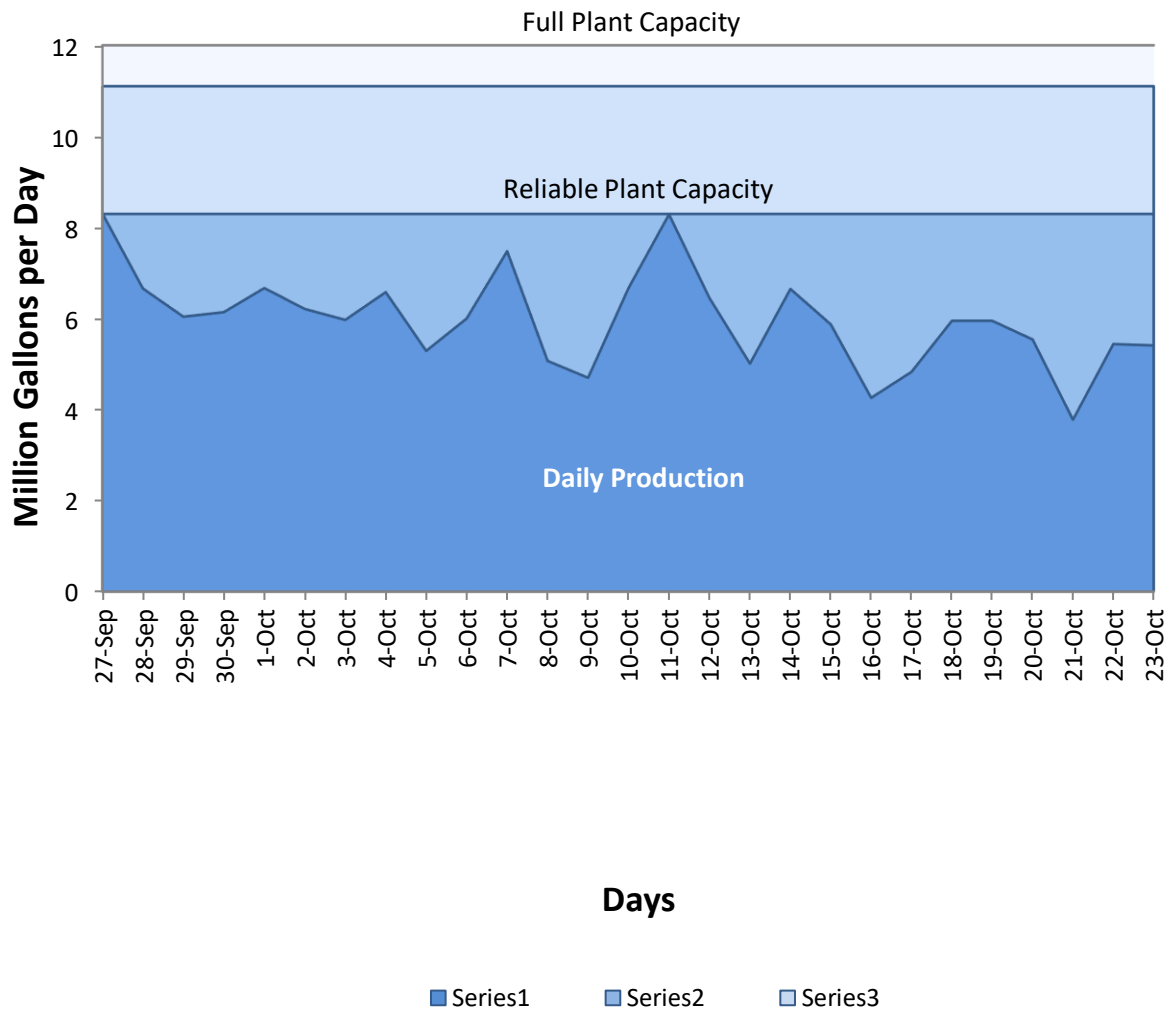
Recovery basin cleaning



Old Plant Filter #1 Screen Repair

WATER TREATMENT PLANT PRODUCTION VS. CAPACITY

Demand vs. Availability Sept 27-Oct 30, 2023



October Business Review

**WASTEWATER TREATMENT PLANT AND COLLECTION SYSTEM SUMMARY
ACTIVITIES MONTH 2023**

- All sampling per the 2019 NPDES permit has been completed.
- All piezometer readings taken for the month.
- MicroClor annual Inspection completed.
- Irrigation season, at Malheur and Skyline, ends for 2023.
- New Skyline Pump installed.
- Back up Malheur pump screen repaired and ready for next season.

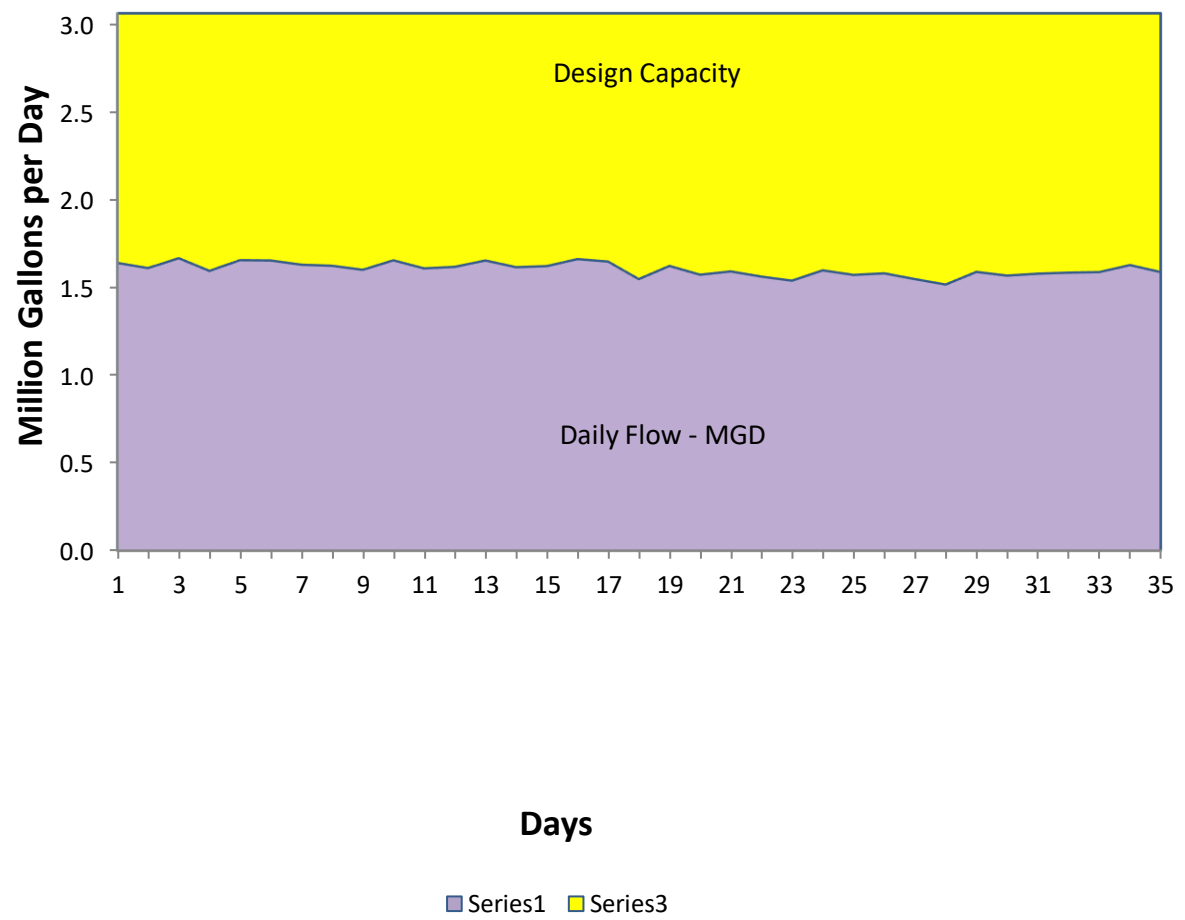
October Business Review

WASTEWATER TREATMENT PLANT AND COLLECTION SYSTEM SUMMARY ACTIVITIES MONTH 2023



WASTEWATER TREATMENT PLANT

Wastewater Treatment Flows Sept 27, 2023 - Oct 31, 2023



October Business Review

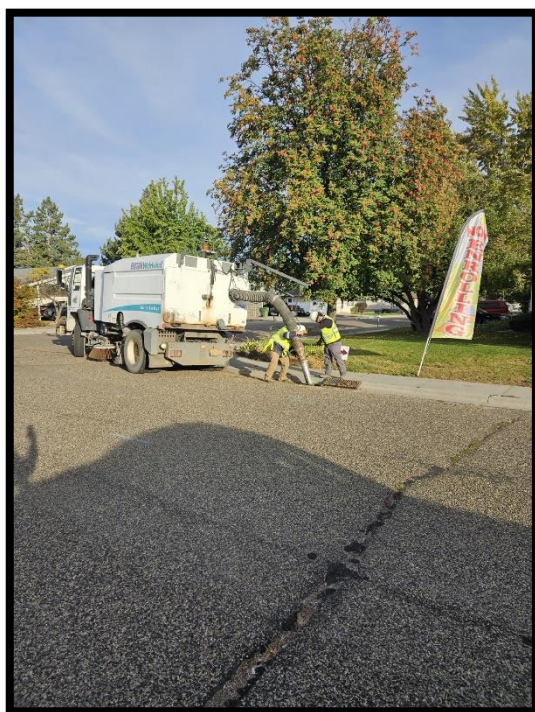
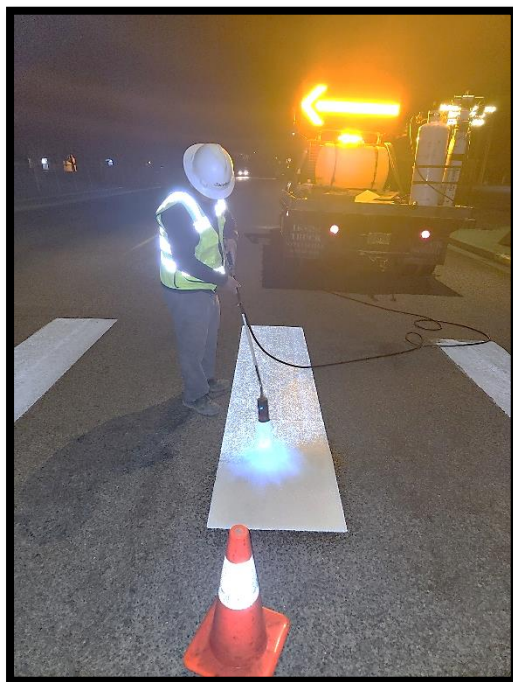
OPERATIONS MAINTENANCE: STREETS AND COLLECTION/DISTRIBUTION SUMMARY

ACTIVITIES MONTH 2023

- Fixed manhole lid on NW 2nd Ave.
- Fixed water meter lid at 528 NW 18th St.
- Repaired water service at 259 SW 1st Ave.
- Started cleaning catch basins throughout town.
- Repaired irrigation line at airport.
- Cleaned out shop that had old golf course parts.
- Watered trees at state park twice a week
- Swept downtown twice.
- Performed routine maintenance on equipment.
- Graded alley behind SW 6th St.
- Finished hot tape on SW 4th Ave.
- Cleaned homeless camps at N Park Blvd. and SE 9th Ave.
- 60 utility locates completed.



October Business Review

**OPERATIONS MAINTENANCE: STREETS AND COLLECTION/DISTRIBUTION
SUMMARY****ACTIVITIES MONTH 2023**

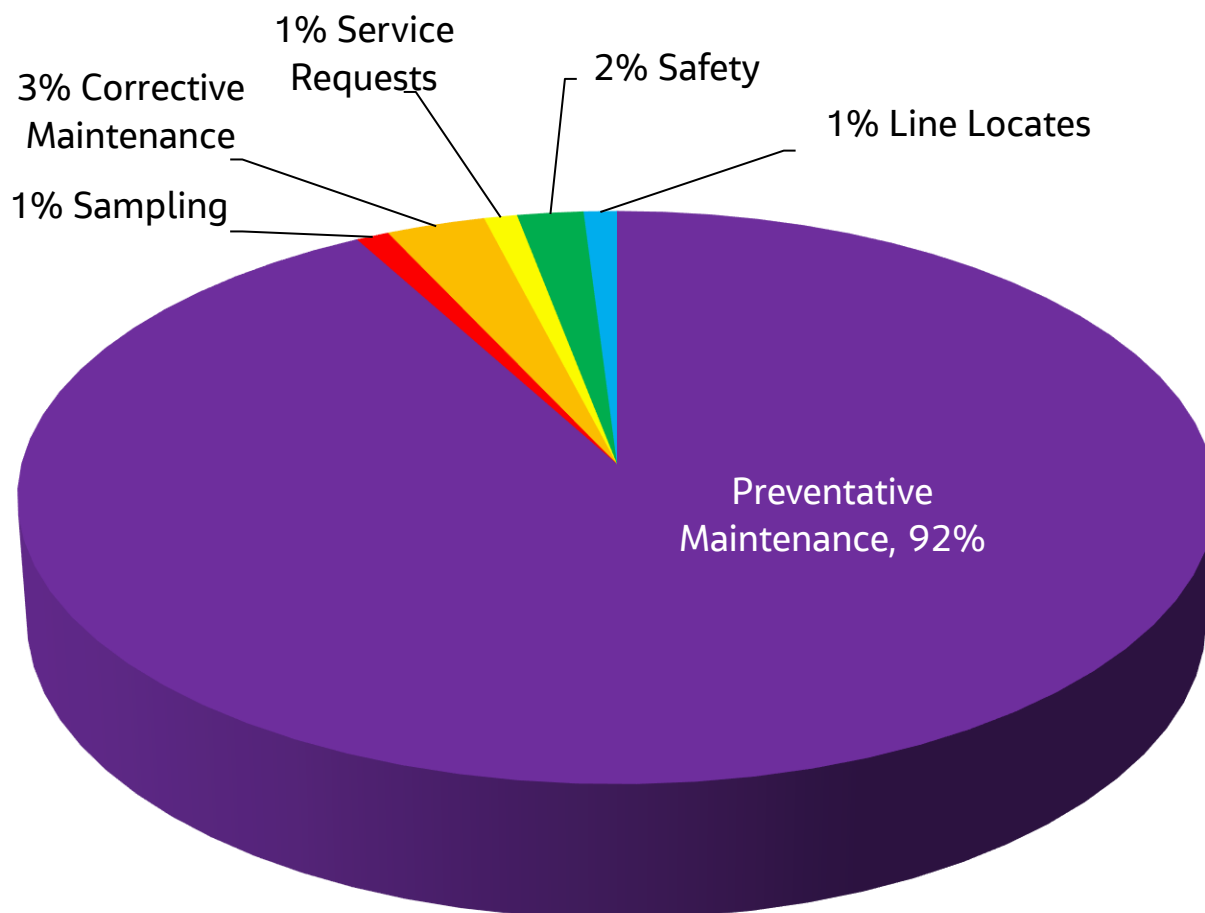
October Business Review

FACILITIES, CEMETERIES, AND PARKS SUMMARY**ACTIVITIES MONTH 2023**

- Restrooms closed at Beck Park; picked up the porta potties at Lions Park for the winter.
- We blew out 45 water systems for the winter this month.
- Completed roof repairs on the Pavilions at Beck Park.
- Relocated the Chambers Christmas float to its new spot at the old golf.
- Started mulching the leaves at the parks.
- 6 burials at Evergreen Cemetery, and 1 at Sunset Cemetery.



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.

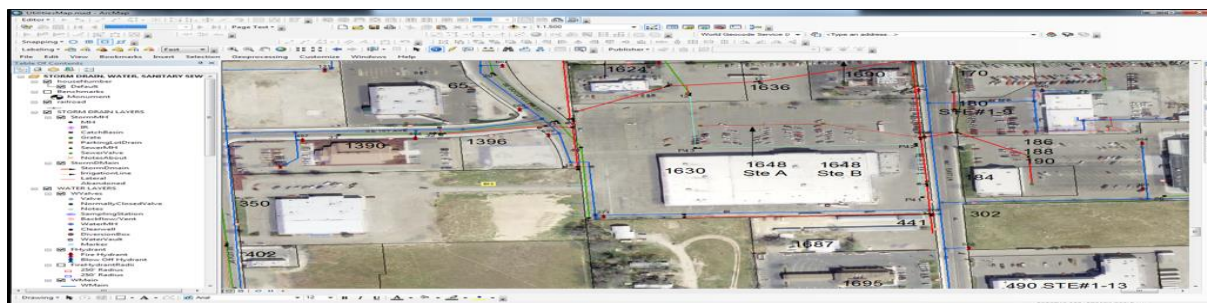
Public Works maintains a water system that complies with the EPA and Division of Health requirements. Staff also maintains the Wastewater Collection system and Wastewater Treatment facilities to meet DEQ standards. These same employees provide sewer and water line construction and maintenance to the 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.



October Business Review

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.



October 2023 ACTIVITY REPORT



October 2023

Response Stats

Total City Medicals	150		Total Rural Medicals	19	
Overdoses	3		Overdoses	1	
Generals/Call Backs	0		Generals/Call Backs	0	
COVID	1		COVID	0	
Top Three City Call Types			Top Three Rural Call Types		
Canceled or self-tiered	43	29%	Pain	3	16%
Ground Level Fall	13	9%	Trauma	2	11%
Sick Person	13	9%	Breathing Problem	2	11%

Total City Fires	21		Total Rural Fires	4	
Generals	1		Generals	1	
Mutual Aid	0		Mutual Aid	0	
Hazmat	0		Hazmat	0	
Total City Responses	171		Total Rural Responses	23	
Total Combined Emergency Responses	194		Combined Top 4 Emergency Call Types		
Combined Total Medical Responses	169	87%	Canceled or Self-Tiered	44	23%
Combined Total Fire Responses	25	13%	Fire	25	13%
City Call Percentage	88%		Ground Level Fall	14	7%
Rural Call Percentage	12%		Sick Person	14	7%



October 2023

Fire Prevention:

- 1st Grade Fire Prevention
- Pre incident planning
- The Gym inspection
- Inspection at the Frosty Badger
- Parent meeting at MCCDC
- Planning for Cookies concert
- Plan reviews
- Fires safety inspections
- Building and Solar permits

Burn Permits Issued:

City Open Burns – 6
City Burn Barrels - 0

Rural Open Burns – 85
Rural Burn Barrels - 18

Department Updates

Tower 199

Tower 199 is in house. Fire staff will spend a couple weeks familiarizing themselves with the truck before it is put into service. We will hold a push in ceremony once it is put in service.

Training Officer

Lt Gammage spent the month of October organizing our department's training division for 2024. He was able to achieve a great deal of progress in a short period of time.

Performance Reviews

Through the month of October, Chief Benson did performance reviews with most of the career and part-time staff. In the reviews, staff were able to reflect on where they are currently and set goals for the upcoming year. The reviews also allowed the opportunity to highlight where staff would like to see changes and improvements. This is the first time in 25 years that reviews have been done.

Engine 101

Engine 101 is currently at Star Fire undergoing repairs for a water leak and routine maintenance.





October 2023
Firefighter Training

Marathon Pipeline Tabletop

Ontario Fire & Rescue participated in a tabletop exercise with Marathon Pipeline. The scenario provided was a rapid fuel leak into the Snake River. Multiple agencies came together for the exercise.



SRCI functional exercise

Chief Benson and four firefighters attended a functional exercise at SRCI. The scenario was a fire in the wood shop with two victims inside. The drill was successful and highlighted areas of improvement needed.

Smoke detectors

October is fire prevention month. For the month of October, crews visited homes on the SW side of town on drill nights doing smoke detector checks, installing, and replacing detectors as needed.



Fall Fire Academy – RIT

Four fire fighters attended the fall fire academy in North Powder. They spent two days reviewing RIT techniques including entanglement in full PPE.





October 2023

Community Involvement

First grade fire prevention

Ontario Fire & Rescue visited all the first-grade classes in Ontario providing fire prevention to over 230 students.

Fill the Boot

Firefighters gathered at the intersection of E Idaho Ave and East Ln for their annual Fill the Boot for MDA event. The community raised over \$13,000 for the cause.

Funeral for retired Chief Rick Watkins

Members of Ontario Fire & Rescue attended a funeral for retired Fruitland Chief Rick Watkins. We took Tower 199 and were able to assist with hanging a flag over the roadway.

Trunk or Treats

Ontario Fire & Rescue attended 4 Trunk or Treats at Ontario High School, Four Rivers Cultural Center, Dorian Place and Oregon St. It is always a great day when we get to interact with the youth in our community!





October 2023

Community Incidents:

I-84 MP 376

R1 was dispatched to a 3-vehicle crash on the interstate. The crash was caused by a driver driving the wrong direction and hitting two other vehicles. One driver was transported to the hospital.

998 Fortner St

A general alarm was sent for an apartment fire. When Rescue arrived on scene, the fire had been extinguished by the apartments sprinkler system. The cause of the fire was a candle that had been left unattended. Occupants of the apartment were provided funds from the burnout fund and put in touch with the Red Cross.

3196 SW 12th Ave

Crews were paged to reports of an attic fire. The fire was located in the attic and crews extinguished it using buckets of water and water extinguishers to do as little damage as possible.



Police Stat Report

OCTOBER 2023

Activity	2023 August	2023 Sept	2023 October	YTD 2023	PRIOR YTD 2022
Calls for Service	1449	1303	1268	13046	12519
Case Activity	889	816	822	8035	8024
Murder	0	0	0	0	0
Manslaughter	0	0	0	0	1
Robbery	0	2	1	8	15
Sex Crimes	13	8	13	102	61
Burglary	5	9	9	73	128
Assault	14	8	17	120	134
Arson	0	0	1	2	4
UUMV / Auto Theft	11	12	7	73	68
Arrests	80	74	78	874	946
Arrests w/Use of Force	4	4	0	25	20
Gang Related Cases	5	0	0	27	34
Graffiti	6	2	1	34	48
Death Investigations	1	3	2	21	25
SRO Cases	7	10	9	91	67
Thefts	79	59	56	593	740
Traffic Stops	97	123	99	1284	1070
Cited Traffic/Parking	65	66	68	963	881
Traffic Crashes	52	38	52	434	381
Alarms	25	35	38	312	269

CODE ENFORCEMENT
OCTOBER: 2023 STATS

Violation	Oct-23
Dogs Running at Large	12
Dog a Public Nuisance	11
No Dog License	5
Animal Abuse/Neglect	0
Animal Abandonment	0
Cruelty to Animals	4
Vicious Dog	0
Prohibited Parking	5
Extended Parking	12
Location of Camp	8
Graffiti	1
Littering	4
Trespassing	3
Found Property	1
Other (Hazard, Information, etc)	2
Nuisance Property	7
Derelict Structures	0
Parking Citations	0
Vehicles Towed	0
Total Violations	75
TOTAL CASES	75

