

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



**AIRPORT COMMITTEE MEETING AGENDA
CITY OF ONTARIO OREGON
February 5, 2024 - 6:00 PM
Ontario City Hall
[Zoom Link](#)**

Committee Members: Rick Todd _____ Bill Hager _____ John Freeburg _____ Gary Taylor _____
Shawn Coleman _____ Michael Franks _____ Dan Beaubien _____
Alternate: James Beaumont _____

Ex Officio Members: John Kirby (City Council) _____ Dan Cummings (City Manager) _____
Airport Manager/Staff: Andy Wood _____
FBO: Silverhawk _____

- I. Public Comment
- II. Approval of Agenda
- III. Approval of Minutes
 - a. 01-02-2024 Airport Committee Minutes
- IV. Old Business
 - a. Committee Rules - Dan Beaubien
 - b. Election of Officers: Chair, Vice-chair, Secretary
 - c. 2024 Budget Status Review
- V. New Business
 - a. National STOL Series Agreement
 - b. Apron Expansion - Independent Fee Estimate
- VI. Discussion Items
- VII. Committee Member Comments
- VIII. Adjournment



"The Gateway to Adventure"

Ontario Municipal Airport
444 SW 4th Street | Ontario, OR 97914
P: (541) 709-7651 | F: (541) 889-7121
andy.wood@ontariooregon.org

Airport Committee Meeting Minutes

January 2, 2024

Dan Cummings approved the meeting to take place with three members serving as a quorum instead of the required four members due to the current vacancies.

The airport committee meeting was then called to order by Chairman Shawn Coleman at 6:06 pm.

Committee members present were John Freeburg, Shawn Coleman and Dan Beaubien. Those absent were Bill Hagar and Gary Taylor. Two regular and one alternate positions were vacant at this time.

Ex Officio members: John Kirby-Airport committee liaison and Dan Cummings-City Manager.

Airport Manager: Andy Wood.

FBO: Steven Dunkin.

Public attendees: Dan Cannon-BLM, Pete Morgan, Rick Todd, Jim Beaumont, Mike Franks and Tori Barnett-City recorder.

Public comment: Pete Morgan showed a picture of the public restrooms on the field at the Hermiston airport. He was in favor of installing the same at the Ontario airport in the future.

Approval of the agenda: John Freeburg moved and Dan Beaubien seconded to adopt the agenda as presented. Roll call vote: John Freeburg-yes, Dan Beaubien-yes and Shawn Coleman-yes. Bill Hagar-out and Gary Taylor-out. Motion carried 3/0/2.

Approval of the minutes: Dan Beaubien moved and John Freeburg seconded to adopt the airport committee minutes from 12-04-2023. Roll call vote: Dan Beaubien-yes, John Freeburg-yes and Shawn Coleman-yes. Bill Hagar-out and Gary Taylor-out. Motion carried 3/0/2.

Old Business: The airport committee welcomed new member Dan Beaubien.

City recorder Tori Barnett presented and overview of public meeting requirements as set forth by state, federal and local laws and ordinances.



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New Business: Dan Cummings suggested that we table the election of officers until the next regular meeting due to the three new members that will be installed by then. Dan Beaubien moved and John Freeburg seconded to table the election of officers until the next regular meeting. Roll call vote: Dan Beaubien-yes, John Freeburg-yes and Shawn Coleman-yes. Bill Hagar-out and Gary Taylor-out. Motion carried 3/0/2.

Member discussion items: An overview of the 2024 airport budget was presented with a handout by Andy Wood who said that a more complete and detailed discussion would take place at the next regular meeting. Andy also handed out a rank order sheet of items needing attention at the airport. This will also be shared at the next regular meeting complete with tallies of how the airport members ranked each on importance to them.

The committee members were asked to review the *Municipal Airport Authority Standard Manual of Airport Rules and Regulations* to see if there were any updates or changes needed as it has been five years since the last review by the committee. The committee agreed to do a review and report back at a later date this year.

Committee member comments: Airport manager Andy Wood discussed the cameras. He said that the cameras were working but are still not accessible to the public due to a link issue which is being worked on. He also spoke of installing additional cameras on airport way and other areas.

Dan Cummings said that the city is investigating the cost of the Lou Echanis memorial as well as doing some fact checking into here flying background.

Adjournment: Dan Beaubien moved, and John Freeburg seconded that the airport committee meeting be adjourned at 8:02 pm. Roll call vote: Dan Beaubien-yes, John Freeburg-yes and Shawn Coleman-yes. Bill Hagar-out and Gary Taylor-out. Motion carried 3/0/2.

Next meeting: Monday February 5, 2024, at 6 pm at Ontario City Hall.

Chairman

(Vacant) Secretary



AGENDA REPORT
OLD BUSINESS
February 5, 2024

To: Airport Committee

FROM:

SUBJECT: **COMMITTEE RULES - DAN BEAUBIEN**

DATE: January 26, 2024

PROPOSED MOTION:

SUMMARY:

BACKGROUND:

CURRENT SITUATION:

ANALYSIS:

- A. **STRATEGIC PLAN**
- B. **FINANCIAL**
- C. **TIMING**
- D. **POLICY/LEGAL**

ALTERNATIVES:

RECOMMENDATION:

ATTACHMENTS:

1. 2024 Airport Committee Rules

AIRPORT COMMITTEE 2024

Rules to run a meeting set by the City of Ontario and Roberts rules of Order

Chapter 12 Airport Committee

(City manager's executive order #2023-102 as of 12-27-2023)

Officers:

Chairman, vice chairman and secretary

Responsibilities:

Chairman sets the agenda, opens the meeting, conducts the meeting, votes last as a tie breaker if needed, recognizes those wishing to speak, calls for a vote, adjourns the meeting, signs the approved minutes before submitting to the city for recording.

Vice chairman assumes role of the chairman if absent.

Secretary disseminates all information including agendas, minutes and handouts, records votes by name when called to do so by the chairman, signs the minutes before submitting to the city for recording.

Ex-officio members: Do not vote, do not make a quorum, do not nominate, do not make a motion, take part in all discussions and are directed by the chairman as regular members.

Minutes: Recorded at each meeting by the secretary and are official, legal and historical records of the meeting and its outcomes. Must record all votes by name, all motions made and the outcomes of the votes. Must record time, date and location of meeting. Must include roll stating those present, absent excused and absent unexcused. Minutes may be used for litigation purposes.

Alternate member: Takes part in any meeting where one or more members are absent but for that meeting only. They have all member rights and responsibilities during that meeting and count towards a quorum. Do not take the office of the member they are sitting in for. They assume the next available vacancy on the committee due to resignation or removal.

Meetings: Are public only and must be held a minimum of once a month. Additional meeting may be added as needed with a 24 hour public notice to include date, time, location and agenda. Trainings with any or all members do not constitute a meeting and may happen anytime as needed without public notice but must not include any motions, votes or regular business.

Motion: may be made by any member of the committee and must have a second or it dies on the floor. A motion made and seconded will be repeated by the chairman who will then open the floor to debate or discussion with the member who made the motion allowed to speak first. After the debate or discussion is concluded the chairman asks for a vote and the secretary does a roll call vote with the chairman called last.

Member requirements: Have an interest in the committee you have chosen to serve, have a willingness to become knowledgeable about the committee and its rules, be committed and willing to serve, be available on dates and times of meetings.

Member responsibilities: Review FBO and ground leases, proposed rules and regulations, operations manual updates, hangar standards, capital improvements, operational budget, serve as a liaison with aviation groups, come prepared to meetings.

Applicable rules, regulations and conduct:

Everyone desiring to speak must be recognized by the chairman, direct their comments to the chairman and speak only about the topic at hand.

Items tabled must be on the next agenda before action can be taken on them.

If a motion is withdrawn by the mover it must also be withdrawn by the second.

A conflict to interest must be declared and the member must step down and join the public seating. They may not engage in the discussion or vote. They may be questioned by the committee.

All members must vote on all items unless a conflict of interest is declared.

All member votes are written by name.

Excused absences must be reported to the chairman as soon as possible prior to the meeting.

3 consecutive unexcused absences will vacate a committee member's position.

Any rules of order not covered specifically by the City of Ontario will be governed by Roberts rules of Order.

The committee can adopt rules and regulations to conduct its affairs that are consistent with city and state laws and ordinances.



AGENDA REPORT
OLD BUSINESS
February 5, 2024

To: Airport Committee

FROM:

SUBJECT: **ELECTION OF OFFICERS: CHAIR, VICE-CHAIR, SECRETARY**

DATE: January 26, 2024

PROPOSED MOTION:

SUMMARY:

BACKGROUND:

CURRENT SITUATION:

ANALYSIS:

- A. **STRATEGIC PLAN**
- B. **FINANCIAL**
- C. **TIMING**
- D. **POLICY/LEGAL**

ALTERNATIVES:

RECOMMENDATION:

ATTACHMENTS:

None



AGENDA REPORT
OLD BUSINESS
February 5, 2024

To: Airport Committee

FROM:

SUBJECT: 2024 BUDGET STATUS REVIEW

DATE: January 26, 2024

PROPOSED MOTION:

SUMMARY:

BACKGROUND:

CURRENT SITUATION:

ANALYSIS:

- A. **STRATEGIC PLAN**
- B. **FINANCIAL**
- C. **TIMING**
- D. **POLICY/LEGAL**

ALTERNATIVES:

RECOMMENDATION:

ATTACHMENTS:

1. 20240205 - ACM Budget Review

Ontario Municipal Airport

Budget Review

The airport committee ranked the following airport needs in order of importance on February 05, 2024.

The results are:

- 1) Infrastructure 1.1, Budget 1.1, Generate more local community interest 1.3, More gravel at Runway 15/33 & Taxiways 1.4, Surveillance Cameras 1.7, Grass strip 1.9
- 2) More pavement at Gates/Taxiways/Aprons/parking lots 2.0, Hangers 2.3, Windsocks 2.6, Data collection Runway cameras 2.7, Equipment 2.7, East Security fence and gates 2.7, Public Restrooms 2.9, FBO: 3, 5&10 year plan 2.9, Ground lease 2.9, Promotions 2.9
- 3) Aircraft Wash Station 3.0, FBO Designated Parking areas 3.3, Echanis Memorial & Memorial Maintenance 3.3, Beacon Frame 3.4, ISP 3.7
- 4) Mailbox - Cluster Boxes 4.0



AGENDA REPORT
NEW BUSINESS
February 5, 2024

To: Airport Committee

FROM: Andy Wood

SUBJECT: NATIONAL STOL SERIES AGREEMENT

DATE: January 22, 2024

PROPOSED MOTION:

NATIONAL STOL WOULD LIKE TO ADD ONTARIO AIRPORT AS A VENUE FOR THE 2024 SEASON. NATIONAL STOL SERIES COMPETITIONS ARE CURRENTLY SCHEDULED FOR 10 LOCATIONS NATIONALLY.

SUMMARY:

I move the Airport Committee to approve a recommendation to the City Council for approval of the Ontario Airport to host the National STOL Series on September 5-7, 2024.

BACKGROUND:

In just 4 years, National STOL has become the leading Aviation Competition Series in the nation. The 2023 Series attracted more than 140 teams and 12,000 attendees in person, with more than 539,800 individuals tuning in online to the live broadcast. Social media reached 245.1 thousand following and 57.9 million impressions in the 2023 season ending December 27, 2023. National STOL has 8 events nationwide in 2023 with a survey showing attendees from 29 states with 77% traveling more than 100 miles, accommodation averages 200 nights filled in local accommodations. National STOL produces their own broadcast which enables relevant commercials and underwritings from sponsors to deliver their benefit message directly to the audience. Annual sponsors include mentions on National STOL's social media channels, a listing on sponsor page of the website, and inclusion in press release/mailings regarding 2024 series.

CURRENT SITUATION:

In early Oct 2023, National STOL Series member, Tom Flanary, contacted the Ontario Municipal Airport to inquire about the Airport's resources and space available to host an event in Oregon. This will be the only western state event to date. The nearest venue is in Wyoming, Rocky Mountain STOL.

ANALYSIS:

- A. **STRATEGIC PLAN** The National STOL Series is looking for 12 events per year to complete the series. The 2024 package presents Ontario with an opportunity to

increase local exposure, the local economy and an increase in adventure tourism at our gateway.

- B. **FINANCIAL** The financial benefits are broad from meals, accommodation, and local fundraising. The National STOL event announcer will recognize the Airport's 2024 Event Sponsors during the live PA and on broadcast/recordings online. The sponsors will have their logos and advertisement verbiage displayed on the organizer's website. The event requires a typical sponsorship requirement from the Airport to raise \$25,000 to \$30,000.
- C. **TIMING** The National STOL Series Event Agreement is required to be signed and returned before March 1, 2024.
- D. **POLICY/LEGAL** First year expectations to see 500 - 1000 spectators depending on local advertising and event interest. The Organizer secured a certificate of insurance and liability coverage naming the Ontario Airport and the City of Ontario. Policy coverage details are explained in the agreement. The Organizers will provide Airboss personnel to handle the event's air traffic. The Airport is responsible for special event permits, physical preparations, site plan and emergency services available. Further airport responsibilities are explained in the agreement.

ALTERNATIVES:

Object to the event and not proceed with signing the agreement.

RECOMMENDATION:

Staff recommends the Airport Committee approve a recommendation to the City Council to approve the signing of the National STOL Series Aviation Event Agreement and any further related documentation for the Ontario Trail STOL Event.

ATTACHMENTS:

1. Oregon STOL Event Agreement_Edited comments(1)

NATIONAL STOL/Ontario Airport Event Agreement

This **AVIATION EVENT AGREEMENT** is entered into as of the 24th **Day of January, 2024**, by and between **National STOL, LLC**, a Florida limited liability company operating as National STOL (hereafter known as “**The Organizer**”), whose business address is 451 S. Airport Road, Lake Wales, FL 33859, and **Andy Wood**, operating as **Ontario Municipal Airport** (hereafter known as “**The Airport**”), an Oregon Municipal Corporation whose business address is **444 SW 4th St, Ontario, OR 97914**.

This **AVIATION EVENT AGREEMENT** for **Oregon Trail STOL**, to be held on **September 5-7, 2024**, at **Ontario Municipal Airport** in **Ontario, OR**, will terminate on the 31st Day of December, 2024, and may be extended or modified by mutual agreement by both parties in writing.

The Organizer agrees to assume all authority, operational and financial responsibility of the Oregon aviation event; releasing The Airport of all risks or rewards associated with the operations of the STOL Event, except as outlined below.

The Organizer’s Operations of the event include, but are not limited to:

- Setting up the competition area, including marking the grass strip (hereafter known as “**The Runway**”), with a start/finish line and distance hashmarks. If the airport does not want the runway painted, the Organizer will provide another means of marking the runway that is visible to aircraft at the cost of the Organizer.
- Securing a Certificate of Insurance for liability coverage naming Ontario Municipal Airport and the City of Ontario, OR, as additional insured on the policy with the following coverages:
 - Bodily Injury and Property Damage: \$3,000,000
 - Owned and Hired Auto (on airport premises): \$3,000,000
 - Personal/Advertising Injury: \$3,000,000
 - Products-Completed Operations: \$1,000,000
 - Medical Payments: \$2,500/\$10,000
 - Volunteer Accident Policy: \$25,000

The Organizer will agree to amend this agreement pending any reasonable changes of requirements to the above coverage list by request of one of the certificate holders. Any requests should be made in writing at least 30 days in advance of the event.

- Providing Airboss personnel to handle the event air traffic, including their roles on Unicom and as Airbosses during the event.
- Creating an event landing page on nationalstol.com with information and marketing materials regarding the event for general attendees and competitors.

- Online processing of pilot registrations, camping reservations, event tickets, parking, and associated fees.
- Providing National STOL staff on site to coordinate the event
- Providing access to necessary applications to check in registered participants and to process credit card payments on site
- Providing event-specific waivers and hold harmless agreements for competitors
- Providing use of National STOL Scoring Spreadsheets, including calculation for Most Consistent, Pilot Performance Index (PPI), and overall winning pilots. Scores will be used for the 2024 National STOL Season Standings, will be included in Championship Points, and will be listed on The Organizer's website and social media related to the 2024 season
- Producing & directing a broadcast/recording of the event.
- Providing an announcer(s) for the PA and live broadcast during the event
- Transporting and providing necessary equipment for operations to and from the event, including but not limited to a production trailer, radios, safety vests, marking paint, cameras, PA system, airboss equipment, etc

The Airport is responsible for:

- Obtaining any and all necessary approvals or permits from the Airport, City, County, and State for the event
- Assisting with securing volunteers for the weekend of the event (a minimum of 25 is recommended). Volunteers may register through The Organizer's website to ensure tracking.
- Physical preparation of the event area, including maintenance of the runway, mowing of any camping and spectator areas, and any leveling or rolling of the ground that may be necessary.
- Working with The Organizer to develop a site plan that:
 - Identifies parking and if needed, obtain parking lot shuttles to move spectators efficiently from the event from the parking lot. The parking lot and shuttles should be able to accommodate at least 500 cars and 1000 people throughout the event
 - Identifies RV and Tent camping areas for spectators and competitors
 - Identifies parking for competitor and transient aircraft
 - Ensures that the site plan limits points of entry and funnels spectators to a ticket collection point the day of the event
- Providing adequate crowd control fencing along the safety area of the competition zone to keep spectators clear of the runway and pits.
- Obtaining a minimum of ten (10) portable toilets and two (2) handwashing stations for competitor, camper, and spectator use. Portable toilets should be onsite at minimum from Thursday 12pm until Sunday 12pm.
- Obtaining sufficient trash receptacles for competitor, camper, and spectator use, and ensuring pick up of such trash at the conclusion of the event
- Working with The Organizer to ensure sufficient food and beverage offerings are available onsite for competitors, campers, and spectators throughout the event

- Accepting and safely storing any items The Organizer may need to ship in advance of their arrival. Packages should be sent to: 3165 Airport Way, Ontario, Oregon 97914
- Informing local emergency response agencies of the event and having EMS/emergency services on site during the event
- Facilitating contact with local shareholders in a timely manner

The Organizer retains the event naming rights and imagery associated with the event, all branding will be done in cooperation with The Airport.

The Airport grants The Organizer permission to use the Airport name, logo and images for securing sponsorships, marketing & promotional purposes. If the Airport produces any STOL Event marketing material, that material will be co-branded to include appropriate NATIONAL STOL logos and trademarks and will be submitted to NATIONAL STOL for approval (including design and content) prior to being produced, printed or distributed.

The Organizer agrees to design merchandise that will promote the event and the series. No other merchandise may be sold without advance written approval of The Organizer.

The Airport will remain in a support role as liaison and consultant to The Organizer, for the purposes of marketing and securing community support including, but not limited to the local airport commission, Tourism Board, local media & Communications and securing local community sponsorships; monetary and in-kind.

In lieu of a required payment, The Airport agrees to assist The Organizer with local efforts to raise funds to support the Event. This includes, at minimum, compiling a list of names and contact information for local shareholders and following up with emails or phone calls upon request of The Organizer. All funds raised must be transmitted to National STOL via check, cash, or ACH/wire transfer. The Organizer agrees to provide a list of common event deliverables and recommended pricing to assist in fundraising efforts.

The Organizer and Airport recognize that the event's success is paramount and is determined by a positive experience by the community. As such, if the Airport does not complete any of their requirements, then the Organizer will be compensated by The Airport for any costs incurred by the Organizer in coordinating and planning these changes.

The Organizer reserves the right to produce, record and distribute social media, photos, and broadcast content from this event to further promote the series, regardless of Live Broadcast or recording status. The Airport may produce video & photo content, but all video content must include the National STOL Series in the title or description and is to be published first to the NATIONAL STOL social media platforms, and then may be republished from these accounts.

The Organizer reserves the right to curtail, cancel or reschedule the event due to circumstances, including weather, safety, or unforeseen circumstances. If the event needs to be rescheduled, it will be done in agreement with the Airport.

If, on account of causes not due to the fault or negligence of either party, such as, but not limited to, national emergency, disaster, or an act of God, the event is abandoned, canceled, or prevented, neither party hereto shall be liable to the other for any expense incurred in connection with the event.

The Organizer and The Airport are in agreement, the terms are to be duly executed as of the Effective Date.

National STOL, LLC

Name: Thomas Flanary

Title: Member

Ontario Municipal Airport

Name: Andy Wood

Title:

Addendum A: Sponsorships

The Organizer will be allowed to recognize their 2024 Annual Sponsors by displaying any agreed upon flags/banners/sample items in the competition area. If any Annual Sponsors attend the Event, they will receive complimentary admission, camping, and/or exhibitor space per the requirements of their contract with The Organizer.

The Organizer agrees that the Event Announcer will recognize the Airport's 2024 Event Sponsors during the event on the live PA and on the broadcast/recording online. In addition, these event sponsors will have their logos displayed on the Organizer's website throughout the 2024 season. A list of these event sponsors, as well as recognition requirements/specific verbiage if needed, will be provided in writing at least one week in advance of the Event. The Airport retains the right to offer Event sponsors access to a VIP area and to display/sell merchandise to support their fundraising efforts. Any merchandise that makes use of the National STOL name or logo is subject to a licensing fee and must be approved prior to production or distribution.



AGENDA REPORT
NEW BUSINESS
February 5, 2024

To: Airport Committee

FROM: Andy Wood

SUBJECT: **APRON EXPANSION - INDEPENDENT FEE ESTIMATE**

DATE: January 31, 2024

PROPOSED MOTION:

THE ONTARIO AIRPORT REQUESTS THE APPROVAL TO ADVISE THE CITY COUNCIL TO SIGN THE CENTURY WEST INDEPENDENT FEE ESTIMATE CONTRACT.

SUMMARY:

I move the Airport Committee to approve a recommendation to the City Council for approval of the Ontario Airport to sign the Century West Engineers Independent Fee Estimate (IFE) contract.

BACKGROUND:

FAA AIP Handbook - Order 5100.20C outlines Programming Control and Reporting Procedures Grant-In-Aid Program procedures. The City Manager Signed the FAA AIP and BIL grant application for the Jet Apron Expansion Project for bid and construction. The next process is to have an Independent Airport Engineer estimate the project formulation, design, bidding, and construction services. A previous AIP number has been approved for the design stage from 2023 and is within budget to date with the match funding from FAA 90% and ODAV 9%. Local City Council matching funds are 1% of the complete project.

CURRENT SITUATION:

Century West Engineering from Bend, OR was approached to provide the fee estimate and can turn this around within 2 weeks of the signed contract.

ANALYSIS:

- A. **STRATEGIC PLAN** Century West Engineering is a reputable airport engineering company to give a competitive, fair, reasonable estimate to satisfy FAA requirements.
- B. **FINANCIAL** The FAA will reimburse the City of Ontario for the cost of the IFE.
- C. **TIMING** The FAA and ODAV agreements are subject to AIP Project Development Schedule. Final acceptance by the FAA on March 1, 2024.
- D. **POLICY/LEGAL** Failure to comply with the grant conditions, the project funding may be forfeited.

ALTERNATIVES:

Find an alternative suitable Airport Engineering firm to meet the IFE requirements.

RECOMMENDATION:

Staff recommends the Airport Committee approve a recommendation to the City Council to approve the signing of the Century West Independent Fee Estimate contract and to sign all relevant documentation for the IFE process.

ATTACHMENTS:

1. CWE Agreement - AIP-023 IFE



AGREEMENT AND AUTHORIZATION FOR ENGINEERING CONSULTING SERVICES

By this Agreement, effective _____, **City of Ontario** (Client) authorizes **Century West Engineering Corporation** (Engineer) to carry out and complete the Scope of Services in consideration of the mutual covenants set forth in this Agreement and the *ENGINEERING CONSULTING TERMS AND CONDITIONS*.

Project: **AIP-023 IFE**

Project No.: 12452.006.01

Scope of Services: Independent Fee Estimate (IFE) for FAA AIP 3-41-0044-023-2024 which includes the Project Formulation, Bidding, Construction, and Project Closeout Engineering Services for the following items:

- Apron Expansion

Opinion of Probable Cost:

\$ 4,000

Lump sum not to exceed specified amount without prior authorization by Client.

Client

By:(signature) _____
By:(printed) _____
Title: _____
Date: _____

Century West Engineering Corporation

By:(signature) _____
By:(printed) _____
Title: _____
Date: _____

ENGINEERING CONSULTING ♦ TERMS AND CONDITIONS

1. SERVICES: Engineer agrees to perform the Scope of Services (Services) under the following terms and conditions. Additional Services will be provided only by written amendment to this Agreement.

2. TIMES OF PAYMENTS: Engineer will submit invoices on a monthly basis for the unbilled portion of Services actually completed. Client will pay the invoice within 30 days of the invoice date. Accounts remaining unpaid after said 30 days will be considered delinquent and assessed a late payment charge (currently at the rate of 1 1/2% per month) calculated each month from the date of the invoice. Engineer reserves the right to suspend all Services until account delinquencies have been remedied.

3. OPINIONS OF COST: Because Engineer has no control over the cost of labor, materials, equipment or Services furnished by others, or over contractors' methods of determining prices, or other competitive bidding or market conditions, any cost estimates provided by Engineer will be made on the basis of experience and judgment. Engineer cannot and does not guarantee that proposals, bids or actual Project construction costs will not vary from opinions of probable costs prepared by Engineer.

4. CLIENT-PROVIDED INFORMATION: Client will make available to Engineer, all information readily available to Client regarding existing and proposed conditions of the site which will aid Engineer in its performance of Services. Engineer shall be entitled to rely, without further inquiry or investigation, on all information furnished to Engineer by Client. Client agrees to advise Engineer of any hazardous substances or any condition existing in, on or near the site presenting a potential danger to human health, the environment, or equipment. Client will immediately transmit to Engineer any new information which becomes available to Client which may have a bearing on Engineer's performance of Services or which relates to information Engineer has requested from Client. If any hazards, not disclosed to Engineer, are discovered after the Services are undertaken, Client and Engineer agree that the Scope of Services, time schedule and rate schedule shall be modified accordingly.

5. STANDARD OF PERFORMANCE: Engineer represents that Services will be performed within the limits prescribed by Client, and that its findings, recommendations, specifications and/or professional advice provided hereunder will be prepared and presented in a manner consistent with the level of care and skill ordinarily exercised by other professionals under similar circumstances at the time the Services are performed.

6. ACCESS, APPROVALS, PERMITS: Client shall arrange for access to and make all provisions for Engineer to enter onto public and private property as required for Engineer to perform the Services. Unless otherwise agreed, Client will be solely responsible for applying for and obtaining such permits and approvals as may be necessary for Engineer to perform the Services.

7. REUSE OF DOCUMENTS: All documents, including computer files,

drawings and specifications, prepared by Engineer pursuant to this Agreement shall remain the property of Engineer and are instruments of service with respect to the Project. They are not intended or represented to be suitable for reuse by Client or others on extensions of the Services provided for the Project under this Agreement or on any other project. Any reuse without written authorization, certification or adaptation by Engineer for the specific purpose intended will be at Client's sole risk and without liability to Engineer.

8. ASBESTOS/PCBs: All asbestos/PCB related Services are excluded from Engineer's Scope of Services. Client shall notify Engineer at the start of the Project if the presence of asbestos/PCBs on the project is suspected. If asbestos/PCBs are suspected or encountered, Engineer will stop its own work to permit proper testing and evaluation. If requested as an additional Service, Engineer will assist Client in contacting regulatory agencies and/or identifying appropriate testing laboratories.

9. SUBMITTAL REVIEW: Review by Engineer of submittals by contractor is only for general conformance with the design concept of the Project and general compliance with the information given in the Contract Documents. The review does not affect the contractor's responsibility to perform all contract requirements with no change in contract price or time. Any action taken by the Engineer is subject to the requirements of the plans, specifications and other Contract Documents. Client shall indemnify Engineer against any claim by any contractor based on the review.

10. ENGINEER AT CONSTRUCTION SITE: The presence or duties of Engineer's personnel at the construction site, whether as on-site representatives or otherwise, do not make Engineer or its personnel in any way responsible for those duties that belong to the Owner and/or the construction contractors or other entities, and do not relieve the construction contractors or any other entity of their obligations, duties and responsibilities, including but not limited to, all construction methods, means, techniques, sequences and procedures necessary for coordinating and completing all portions of the construction work in accordance with the Contract Documents and any health or safety precautions required by such construction work. Engineer and its personnel have no authority to exercise control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions and have no duty for inspecting, noting, observing, correcting or reporting on health or safety deficiencies of the construction contractor or other entity or any other persons at the site except Engineer's own personnel.

11. INDEMNIFICATION AND INSURANCE:

(a) Client agrees to indemnify, hold harmless and defend Engineer, its directors, officers, agents and employees, from and against any and all liabilities, claims, penalties, forfeitures, suits and the cost and expenses incidental thereto, including but not limited to reasonable attorney fees, which Engineer may hereafter incur, become responsible for or pay out as a result of death or bodily injuries to any person, destruction or damage to any property, contamination of or adverse effects on the environment or any violation of governmental laws, regulations or orders caused by (1) Client's breach of any term or provision of this Agreement; (2) Client's negligent or wrongful act or omission in the performance of this Agreement; or (3) Client's generation, storage or release of waste products including hazardous waste..

(b) Engineer agrees to indemnify, hold harmless and defend Client, its directors, officers, agents and employees, from and against any and all liabilities, claims, penalties, forfeitures, suits and the cost and expenses incidental thereto, including but not limited to reasonable attorney fees, which Client may hereafter incur, become responsible for or pay out as a result of death or bodily injuries to any person, destruction or damage to any property, contamination of or adverse effects on the environment or any violation of governmental laws, regulations or orders caused by Engineer's (1) breach of any term or provision of this Agreement; or (2) any negligent or wrongful act or omission in the performance of this Agreement.

(c) In the event any claim arises as a result of the concurrent negligence of Engineer and Client, liability will be determined on the basis of the doctrine of comparative negligence. Each party shall promptly notify the other party, in writing, of any threatened or actual claim, action, or proceeding. Engineer and Client shall jointly control the defense.

(d) Notwithstanding any other provision contained in this Agreement, neither party shall be liable to the other party for any indirect, incidental, special or consequential damages of any kind, including without limitation, lost profits or loss of use, regardless of the cause, including negligence.

(e) Upon request, Engineer will provide Client with Certificates of Insurance for Workers Compensation, General, Auto and Professional Liability coverage. Client agrees to maintain, during the performance of Services, general liability and automobile liability insurance in the amount of one million dollars (\$1,000,000).

12. LIMITED LIABILITY: Client agrees that Engineer's liability to Client, contractors, subcontractors, and their agents, employees and consultants, and to all other third parties which may arise from or be due directly or indirectly to the negligent acts, errors and/or omissions of engineer, its agents, employees or consultants shall be limited to a continued aggregate not to exceed \$100,000 or the total amount paid in fees to Engineer, whichever is greater.

13. TERMINATION: Either party may terminate this Agreement upon thirty (30) days written notice to the other. Either party may terminate this Agreement immediately in the event of a material breach by the other party to perform in accordance with the terms hereof but only if said breach is through no fault of the terminating party and said breach is not corrected before the date of termination. If this Agreement terminates for Force Majeure, Client shall pay Engineer for all Services authorized and performed prior to the termination date including, if applicable, a prorated lump sum fee.

14. SUCCESSORS AND ASSIGNS: Neither Engineer nor Client may assign this Agreement without the prior written consent of the other. Engineer may, however, employ any other party or entity it deems necessary or proper for any part of the Services required to be performed by Engineer under the terms of this Agreement. The covenants, conditions and terms of this Agreement shall extend to and be binding upon and inure to the benefit of the heirs, personal representatives, successors and assigns of the parties hereto.

15. MISCELLANEOUS:

(a) This Agreement shall be governed by the laws of the State of Oregon.

(b) Any claim brought by Client against Engineer must be brought no later than two years after the date of substantial completion of the Services hereunder or the expiration of the appropriate statute of limitations, whichever is earlier.

(c) In the event this Agreement should be referred to an attorney at law or agent for collection, Client agrees to pay such reasonable attorney's or agent's fees and costs as Engineer may incur to any attorney or agent in such collection even if no action is instituted. In the event an action is instituted to enforce any of the terms or conditions of this Agreement, the losing party shall pay to the prevailing party, in addition to the costs and disbursements allowed by statutes, such sum as the court may adjudge reasonable as attorney's fees in such action, in both trial and appellate courts.

(d) No waiver by either party of any provision of this Agreement shall be construed or deemed to be a waiver of (a) any other provision of this Agreement or (b) a subsequent breach of the same provision, unless such waiver be so expressed in writing and signed by the party to be bound.

(e) The terms and conditions of this Agreement contain a series of separate agreements. If in any proceeding a court or arbitrator shall refuse to enforce any of the separate agreements, any unenforceable agreement shall be deemed reduced or eliminated from the terms and conditions for the purpose of such proceeding, but only to the extent necessary to permit the remaining agreements to be enforced in such proceeding.

(f) This Agreement constitutes the entire agreement between Client and Engineer regarding the Services and supersedes all prior or contemporaneous oral or written representations or agreements. This Agreement shall not be modified except by a written document signed by both parties.