

**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, JUNE 11, 2024, 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 ____ Ken Hart ____ Penny Bakefelt ____ Eddie Melendrez ____
Council President John Kirby ____ Mayor Debbie Folden ____

2) PLEDGE OF ALLEGIANCE

This Agenda was posted on June 7, 2024. 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) Approval of Council Meeting Minutes: May 28, 2024

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

6) PRESENTATIONS

A) Safe Streets for All - Presenters - John Ringert

7) NEW BUSINESS

A) Contract Award - Warrington - Airport Way/BLM Contract

8) PUBLIC HEARING

- A) Residential Housing Rehabilitation Grant: Kathy Markee, Community in Action
- B) Accept Right of Way for a Portion of NW 4th Avenue, per Approved Partition Plat, Approved Under Planning Action 2023-08-13 PTN

9) DEPARTMENT HEAD UPDATES

A) Airport: Semi-Annual Report

10) DISCUSSION ITEMS

- A) Dog Parks
- B) Murals on City Water Tanks (SE 5th Avenue, Sunset Drive, and Foothill Drive)

11) HAND-OUTS

A) Monthly Department Stats: OFR, PW

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

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

**CITY COUNCIL MEETING MINUTES****May 28, 2024**

The scheduled meeting of the Ontario City Council was called to order by Mayor Debbie Folden at 6:00 p.m. on Tuesday, May 28, 2024, in the Council Chambers of City Hall. Council members present were Penny Bakefelt, Susann Mills, John Kirby, Ken Hart, and Debbie Folden. Eddie Melendrez and Sam Baker were excused.

Members of staff present were Tori Barnett, Corinna Hysell, Clint Benson, Casey Mordhorst, Marshall Pierce, Kari Ott, and Michael Iwai. Dan Cummings, Tatiana Burgess, and Andy Wood participated via Zoom.

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

AGENDA

This Agenda was posted May 24, 2024. Copies of the Agenda are available from the City Hall Customer Service Counter and on the city's website www.ontariooregon.org.

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

CONSENT AGENDA

KIRBY moved, HART seconded, **TO ADOPT THE CONSENT AGENDA, WHICH CONSISTED OF APPROVAL OF COUNCIL MEETING MINUTES OF MAY 14, 2024; HOUSING INCENTIVE PROGRAM #55-2023; HOUSING INCENTIVE PROGRAM #56-2023; HOUSING INCENTIVE PROGRAM #57-2024; HOUSING INCENTIVE PROGRAM #58-2024; AND HOUSING INCENTIVE PROGRAM #59-2024**. Roll call vote: Mills-yes; Baker-out; Hart-yes; Bakefelt-yes; Melendrez-out; Kirby-yes; Folden-yes. Motion carried 5/0/2.

PUBLIC COMMENT

Bruce Hunter, Ontario, stated: *Mayor and Council. I was reading in the Argus Observer Friday when I got it and became very concerned about an article in there about closing the airport. I sent some of you texts and sent some of you email, and after I read those, after I sent them, I apologize, some of it was kind of jumbled and you needed some kind of an interpreter. So tonight, hopefully, I've done a little better job. After reading the article in the paper about the possibility of Ontario closing the airport and using that money to help the Recreation District build a swimming pool, it has me very concerned. The Recreation District thought they could do a better job of managing a pool and the Recreation Department than the city, and now they have found out how challenging it is. Their taxing district is larger than the city, so they should be bringing in more money to operate on. Our community is heavily dependent on the agriculture business, both from the farmers and the agricultural businesses like Simplot, Farmer's Supply, Land View, D&B Supply, and most every other business in town. I've had many conversations with Mr. Councilor Kirby, and he understands that, too. Closing the airport would affect all businesses, both directly and indirectly, and would cost the city a substantial amount of money to get out of contracts and leases already in place. I am not against the pool, but let the Recreation District continue to raise money. After all, that's what they said they would do. If the city doesn't have the \$250k to give them, then the Recreation District needs to work a little harder to come up with the money. In my opinion, every dollar that the city gives to the District, is a double-taxation to the residents of Ontario. I had an email conversation with Eddie and told him that he was proposing marijuana money go to it, and I thought, well, that's okay, and then I changed my mind after thinking about it. Marijuana money is still money coming into*

the city, and if it's used for things like the swimming pool, I am still being double-taxed because that money could go somewhere else. So I guess my plea is don't close the airport. Thank you.

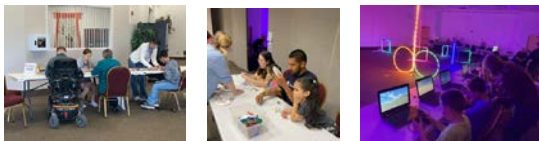
James Trueax, Ontario, stated: *As he was talking about dealing with the airport closure, I'd like to tell in on the end of it because yes, he's got some good points. The other points are dealing with like TVCC due to it having their aviation classes and six-week classes. If the airport gets closed down, that's going to put a bind on TVCC where they have to close it down and they're going to have to find another place to open back up at. And I am against them deciding to do that, closing the airport down to use it towards the pool. I believe the recreation company, that they're wanting to try and do the money, trying to use, like donations or coming up with some project to fund to gather the money up as like doing like an event at the park or something to bring in the extra money to help bring in that pool.*

Councilor Ken Hart stated: *So as you may know, I wear a couple of hats and so I got a call today – I'm also the chair of the Treasure Valley Community College board. I got a call today from my president, President Dana Young, about the article and first, I want to recognize James. He was just recognized by State of Oregon. I think there were a few other students flew out to, I think Salem, Portland, and they had a nice event for our academic All-American All-Oregonian Academic Team. So, thank you for being here, James. She wanted me to convey to the City Council that she also would have concerns about the closure of the airport. Again, due to the fixed wing program that is there. It is thriving. It continues to grow, and it is a wonderful addition to our community. I will just reread the first couple of sentences of my editorial, which was this headline is not to advocate for a position, but I do want to start a community conversation. So I appreciate members of the community that have come and expressed, I think we need to continue from the staff, Andy, I gave staff a heads up that I was going to put this editorial out there because we'd love to hear from more in the community about the different assets that we have and how important they are. So, I appreciate the conversation. I'm not in a position to advocate, but at the same time, we've got a subsidy, and as we look into the future of the next several years may be challenging for the City of Ontario, so we need to understand what are the value of the different assets that we have in this community. So, thank you.*

PRESENTATION

Maker's Faire

Nickie Shira, Director of the Frontier STEM Hub, Malheur Education Services District #14, presented.



Goals

- Encourage Creativity and Innovation
- Educational Impact - STEM and Entrepreneurship
- Community Building
- Economic Benefits



Outcomes

- 109 local youth entered art exhibits into the Maker Faire
- Over 350 people participated in the event
- 20 vendors
- Six various educational workshops were offered



Outcomes

- Attendees were inspired by innovative projects and demonstrations showcased at the Malheur Makers Faire.
- This type of exposure to creativity can spark new interests and passions
- Encourages families to engage together
- Activities at the Malheur Makers Faire centered around science, technology, engineering, and mathematics (STEM).



Outcomes

- When children and adults engage in STEM activities they can develop an interest in these fields
- Alignment with City's Strategic Plan



Alignment with City of Ontario's Strategic Plan- 2019-23

Have more city sponsored activities

Host a second County Fair - Create a second fair which focuses on current trends to attract younger demographics. Include robotics, drones, video gaming, and electronics



Key Takeaways

1. Evaluate the time of year to hold event
2. More advertisement



Thank You



Questions?



Councilor Hart thanked her for the presentation. The drone part of this was amazing. They had a course in the back, little mini drones, and at the end of the day, his understanding was that Simplot did not use airplanes anymore to spray fields. It was inefficient, and humans were not able to be anywhere as efficient as drones. What came out in that room would have as much of an impact, they needed to be able to support as much as they could, and that was why he thought these type of events, while they couldn't all be done, it was part of the Strategic Plan. He appreciated the way that they tried to involve all the kids. Being able to see those kids, the Robotic Team from Vale, they were so proud of what they were able to accomplish. It was a great event. He was excited the city was able to be a part of it, and hoped they could figure out ways to make sure it continued. It was really to support students in the community.

NEW BUSINESS

Resolution #2024-107: Community Risk Assessment

Kari Ott, Finance Director, presented.

The City of Ontario (Ontario Fire and Rescue) and the Ontario Rural Fire Protection District (ORFPD) would like to team up to have a community risk assessment/standards of cover (CRA/SOC) study completed. The total cost of the study was \$50,118. This study would identify risk and target hazards within the City of Ontario and the ORFPD boundaries and show the taxpayer exactly what they were currently paying for fire protection. The community risk assessment piece would guide Ontario Fire and Rescue in preparing and training for emergencies at target hazards and areas of risk. The standards of cover piece would assist the city and rural departments in efforts to find additional revenue needed for increased staffing, facilities, and equipment (five-year plan), and help the fire department to identify strengths, weaknesses, and opportunities. This study represented a large piece of strategic planning efforts. The City Council previously approved \$25,059 to be used from the public safety fund for this study. The city would contract with Emergency Services Consulting International to perform the study. ORFPD would reimburse the city \$25,059 (half of the total cost). The attached resolution brought in the additional revenue, and transferred \$25,059 from the public safety department contingency in order to appropriate the entire \$50,118 for the study. This would leave \$373,083 in the Reserve Fund Public Safety Department contingency.

HART moved, KIRBY seconded, **THE CITY COUNCIL APPROVE RESOLUTION #2024-107: A RESOLUTION TO APPROVE A SUPPLEMENTAL BUDGET TO APPROPRIATE FUNDS FOR A COMMUNITY RISK ASSESSMENT/STANDARDS OF COVER STUDY.** Roll call vote: Mills-yes; Baker-out; Hart-yes; Bakefelt-yes; Melendrez-out; Kirby-yes; Folden-yes. Motion carried 5/0/2.

Resolution #2024-108: GASB 54

Kari Ott, Finance Director, presented.

Government Accounting Standards Board (GASB) No. 54 was adopted by the city during the fiscal year ended June 30, 2011. The City Council was required to formally establish spending policies for ending fund balances annually by formal resolution. The city needed to commit the 2023-2024 ending fund balances in the Revolving Loan Fund, Capital Projects Fund, Trust Fund, and Reserve Fund for use in the 2024-2025 fiscal year. All commitments of the fund balances were required to be approved on or before the end of the fiscal year. However, if the Council chose not to pass this resolution this would cause a finding in the audit.

KIRBY moved, BAKEFELT seconded, **THE CITY COUNCIL APPROVE RESOLUTION #2024-108, A RESOLUTION ESTABLISHING POLICIES RELATING TO ENDING FUND BALANCES OF 2023-2024.** Roll call vote: Mills-yes; Baker-out; Hart-yes; Bakefelt-yes; Melendrez-out; Kirby-yes; Folden-yes. Motion carried 5/0/2.

PUBLIC HEARING

ACCEPT RIGHT OF WAY FOR A PORTION OF NORTH VERDE DRIVE, NW 13TH STREET, NW 22ND AVENUE, AND NW 24TH AVENUE PER APPROVED PARTITION PLAT, APPROVED UNDER PLANNING ACTION 2021-07-27PTN

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 North Verde Drive, NW 13th Street, NW 22nd Avenue, and NW 24th Avenue. The subject property had been subdivided by TMAN into two lots with public right of way being dedicated along the Western, Eastern, Southern, and Northern border of the property. The action required the dedication of public right of way for North Verde Drive, NW 13th Street, NW 22nd Avenue, and NW 24th Avenue.

Construction of all the public improvements would be done at a later date during development of the property. The Partition was ready to be finalized and the public right of way accepted by the City Council. This subdivision lead the way for future development in the area with the dedication of right of way to meet the Growth and Desirability portions of the city. There was no financial cost to the city at this time other than normal maintenance of the city infrastructure developed and constructed on the property by the developer.

This action needed to be completed and the right of way accepted. However, the Council could, by motion, not accept the right of way offered for dedication and instruct the applicant to make the street private. These alternatives would not meet city codes for connectivity and existing public use of portions of the roads.

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, KIRBY seconded, **THE CITY COUNCIL ACCEPT THE DEDICATION OF RIGHT OF WAY FOR A PORTION OF NORTH VERDE DRIVE, NW 13TH STREET, NW 22ND AVENUE, AND NW 24TH AVENUE AS SHOWN ON THE ATTACHED PARTITION PLAT, SAID PARTITION BEING APPROVED BY AN ADMINISTRATIVE ACTION ON JANUARY 7, 2021, UNDER PLANNING FILE 2021-07-27PTN WITH EXTENSIONS GRANTED, AND AUTHORIZE THE MAYOR TO EXECUTE HER SIGNATURE ON THE FINAL PLAT ACCEPTING THE DEDICATION OF RIGHT OF WAY AS SHOWN ON SAID PLAT.** Roll call vote: Mills-yes; Baker-out; Hart-no; Bakefelt-yes; Melendrez-out; Kirby-yes; Folden-yes. Motion carried 4/1/2.



RESOLUTION #2024-109: STATE REVENUE SHARING

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.

Kari Ott, Finance Director, presented.

The City Council was required to annually approve a formal resolution in order to elect to receive state revenues. The City of Ontario Budget Committee held Public Hearings on April 23 & 24, 2024, discussing the 2024-2025 budget, which included revenue sharing from the State of Oregon. The City Council was holding a Public Hearing on May 28, 2024, giving the citizens an opportunity to comment on the use of State Revenue Sharing, pursuant to ORS 221.770.

The resolution was required to be approved on or before June 30, 2024, and resolutions must be approved by the City Council. An election to receive state revenues was required per ORS 221.770. If the Council took no action, this meant the city would not be able to receive state revenues in the 2024-2025 fiscal year.

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

HART moved, BAKEFELT seconded, **THE CITY COUNCIL ADOPT RESOLUTION #2024-109, A RESOLUTION DECLARING THE CITY'S ELECTION TO RECEIVE STATE REVENUES FOR THE FISCAL YEAR 2024-2025.** Roll call vote: Mills-yes; Baker-out; Hart-yes; Bakefelt-yes; Melendrez-out; Kirby-yes; Folden-yes. Motion carried 5/0/2.

RESOLUTION #2024-110: ADOPT CITY OF ONTARIO 2024-2025 ANNUAL BUDGET

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.

Kari Ott, Finance Director, presented.

The purpose of this agenda item, and proposed Resolution #2024-110, was to adopt and appropriate the budget, impose taxes upon taxable property, and categorize the taxes imposed for the fiscal year 2024-2025.

The City of Ontario Budget Committee held public hearings on April 23 & 24, 2024, and approved the 2024-2025 annual budget. The budget presented had one change from the Budget Committee recommendations. This was a change of \$9,800, which increased the technology budget by \$9,800 and decreased contingency by \$9,800. This cost was to budget for cloud storage for offsite backup, as currently there was none. The cost for this was not available at the budget committee meetings, which was why it wasn't proposed in the budget.

The required public hearing notice was published in the Argus Observer. The City Council was holding this public hearing on May 28, 2024, giving the citizens an opportunity to comment on the annual budget for 2024-2025.

The City Council would adopt and appropriate the annual budget in the amount of \$49,000,173. The budget was required to be approved on or before June 30, 2024. A budget was required to be approved by the City Council per ORS 294. If a budget was not approved by June 30, 2024, the city would not be able to receive property taxes and spend money as of July 1, 2024. The Council could approve the budget just like the Budget Committee approved; however, this would not allow the city to have an offsite backup for data.

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

Councilor Kirby stated he was concerned about the \$250K the city had carried forward for several years, which was being used as an "incentive" to get a swimming pool in Ontario. Andrew Maeda, Recreation District Director, had appeared before the Council recently, who stated with that money, along with another major gift



they had received, there would be opening bids coming and the project started. However, the Council had heard nothing since that presentation a few meetings ago. He would like to say to the Recreation District that they needed to be in contact with the public, and they were not doing that. It was frustrating to those in authority who had been trying to help the District, but the District was stepping on their own toes because the public wanted to know what was going on. If the District was short based on bids received, make that public aware. That might cause a benefactor to step forward who might close that gap. Overall, the public needed to know what was happening in the Recreation District.

Councilor Hart apologized for missing the previous Council meeting, but he had read the Argus article about the exchange related to some officers and the public. He apologized to Chief Iwai for catching him unaware, as the idea had not occurred to him until just now, but he knew in that discussion it was mentioned that the cameras or software the department had did not have the technology that some others had, which caused the city to have redact or not redact, and obviously those items were probably budget-related as to why the department did not have those. He was curious, as they looked to the future, was that something the city needed to address, sooner rather than later, in the budget? Even though they had adopted the budget that evening, maybe there needed to be an amendment made in the near future. He'd like to know some options for addressing that situation, to ensure the department had the technology to benefit the officers, as well as the public.

BAKEFELT moved, MILLS seconded, **THE CITY COUNCIL ADOPT RESOLUTION #2024-110, A RESOLUTION TO ADOPT AND APPROPRIATE THE ANNUAL BUDGET FOR 2024-2025, IMPOSE THE TAXES UPON TAXABLE PROPERTY, AND CATEGORIZE THE TAXES IMPOSED FOR THE FISCAL YEAR 2024-2025.** Roll call vote: Mills-yes; Baker-out; Kirby-yes; Hart-yes; Bakefelt-yes; Melendrez-out; Folden-yes. Motion carried 5/0/2.

DEPARTMENT HEAD UPDATE

Public Works: Quarterly Report

Casey Mordhorst, Public Works Director, presented.

Councilor Kirby stated he drove SE 2nd that day, and the contractor had started work on installing the sidewalks, and a pathway had been cleared out on the south side of SE 2nd up to the encroachment over the freeway, but he noticed that next to MCCDC there was asphalt being removed on that side. Was that the same project?

Mr. Mordhorst stated on the north side there were ADA ramps being improved. They were removing the entire radius, adding in new ADA ramps that were directional, and that required the asphalt. So, yes, work was being done on both sides.

Councilor Kirby stated it was his understanding the work on SE 5th had caused some traffic problems. Was there a plan to assist there, on traffic movement, such as the contractor beginning the day earlier, or taking a break before 5:00 p.m.

Mr. Mordhorst stated they were visiting multiple options. Last Thursday was the first complete shutdown. Overall, throughout the day, SE 5th Avenue took about 70,000 vehicles. They originally did not think that many cars spread out over the day would cause that big an issue on East Idaho, but they very quickly realized it did. Public Works, ODOT, and the contractor were working through multiple options with traffic control, work hours, trying to determine what would work best. They looked at potentially some temporary stop lights that could be installed, to keep one lane of traffic moving. Flaggers for the entire project would be extremely expensive. He wasn't sure if that was even an option. For work hours, they'd looked at multiple options. Typically between 11:00-7:00 p.m. was the busiest time on SE 5th. During that time, according to the traffic count, there was around 115 cars every 15 minutes at one intersection. They would continue to work with the team to determine what would work best, and that would satisfy ODOT. He had spoken with ODOT's traffic engineer, and their traffic signal maintenance employees had tried to extend the mainline times on East Idaho to get that traffic moving, but side streets had more of a delay. They had to find a balance, but they'd figure it out.

Councilor Kirby stated that showed that with the volume of traffic on East Idaho Avenue, if the city didn't have SE 5th as an arterial, the city would be having major problems.



Councilor Mills stated to Mr. Mordhorst that she saw that there were 82 water meters that had been replaced due to failure. Were those old meters, were they under warranty, was there a section in town that those were being replaced, or was this all over town?

Mr. Mordhorst stated it was all over town. They were older meters with no remaining warranty. When Public Works removed them, they were kept and returned to the vendor and a credit was received for each meter. There were 200 new meters scheduled for receipt in June, and while those did cost a bit of money, there were also rebates.

HAND-OUTS

Check Register

April, 2024

Minutes:

County Court: 4/24/2024; 05/08/2024; 05/13/2024; 05/15/2024; 05/23/2024; 05/24/2024

CORRESPONDENCE, COMMENTS, AND EX-OFFICIO REPORT S

- Councilor Hart stated as highlighted through the presentation by Ms. Shiri from the Maker's Faire report, the city does have a Strategic Plan, but it had expired. It was developed before Mr. Cummings was City Manager, but he challenged the Council to determine if they wanted to update the Plan, so it reflected the values of the city. It drove their financial decisions. Concerns were raised during the budget process, by some, to which he did not concur, that the city should only do things that were absolutely the business of the city, and they should not get involved in other things. This document did not reflect that. It reflected the city would do educational and some other things that were outside of those core items. One Councilor could not dictate what would occur, but maybe an item could be added to a future agenda for a discussion, and to get input from staff. The current document was over 100 pages, and a lot of time and effort was put into its development; however, he'd advocate for something much smaller and more succinct. He thought it would be good for the Council and the city to have that discussion.

ADJOURN

KIRBY moved, MILLS seconded, **THAT THE MEETING BE ADJOURNED**. Roll call vote: Mills-yes; Baker-out; Hart-yes; Bakefelt-yes; Melendrez-out; Kirby-yes; Folden-yes. Motion carried 5/2/0.

ACCEPTED:

ATTEST

Deborah K. Folden, Mayor

Tori Barnett, MMC, City Recorder





Ontario Transportation Safety Action Plan

City Council Update – 6/11/24

Agenda

- Transportation Safety Action Plan (TSAP) Overview
- Community and Partner Organization Engagement
- Discussion
- Next Steps



TSAP Overview



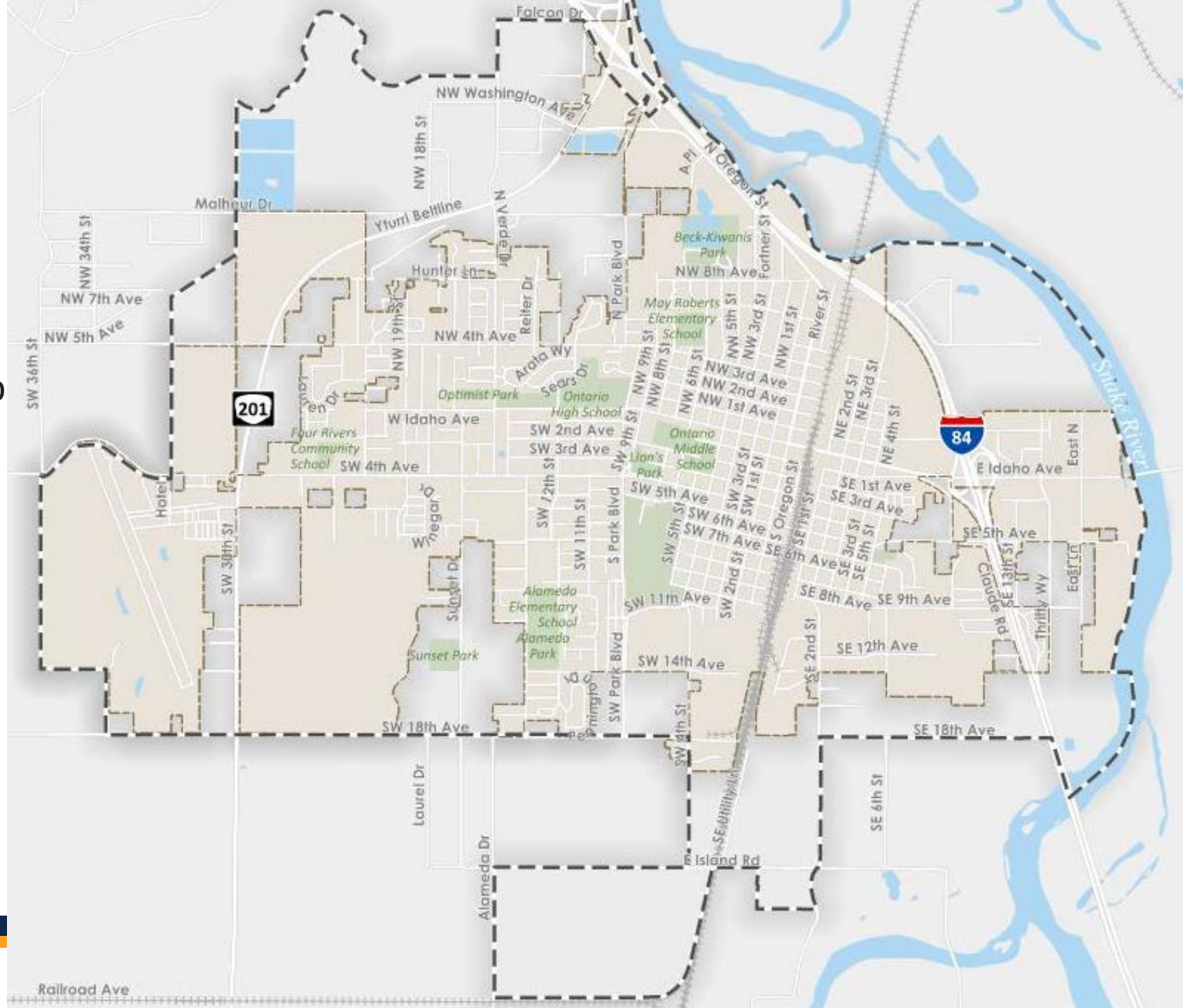
Project Purpose

- SS4A Compliant Safety Action Plan
 - Reduce Fatal and Serious Injury Crashes
 - Identify and Prioritize Projects and Strategies
 - Engage Community
 - Address Underserved Communities
 - Data-Driven
 - All Users



Project Scope

- Public roads within Ontario urban growth boundary
- Roadway owners
 - City of Ontario
 - Malheur County
 - ODOT



SS4A Action Plan Components

- Vision & target(s)
- Oversight group
- Data-driven
- Engagement
- Equity/Demographics
- Projects/Strategies
- Performance measures

SS
4A

Safe Streets and Roads for All Self-Certification Eligibility Worksheet

All applicants should follow the instructions in the NOFO to correctly apply for a grant. See the [SS4A website](#) for more information.

Table 1 of the SS4A NOFO describes [eight components of an Action Plan](#), which correspond to the questions in this worksheet. Applicants should use this worksheet to determine whether their existing plan(s) contains the required components to be considered an eligible Action Plan for SS4A.

This worksheet is required for all SS4A **Implementation Grant** applications and any **Planning and Demonstration Grant applications to conduct Supplemental Planning/Demonstration Activities only**. Please complete the form in its entirety, do not adjust the formatting or headings of the worksheet, and upload the completed PDF with your application.

Eligibility

An Action Plan is considered eligible for an SS4A application for an Implementation Grant or a Planning and Demonstration Grant to conduct Supplemental Planning/Demonstration Activities if the following two conditions are met:

- You can answer "YES" to Questions **3, 7, and 9** in this worksheet; *and*
- You can answer "YES" to **at least four of the six remaining** Questions, **1, 2, 4, 5, 6, and 8**.

If both conditions are not met, an applicant is still eligible to apply for a Planning and Demonstration Grant to fund the creation of a new Action Plan or updates to an existing Action Plan to meet SS4A requirements.

Applicant Information

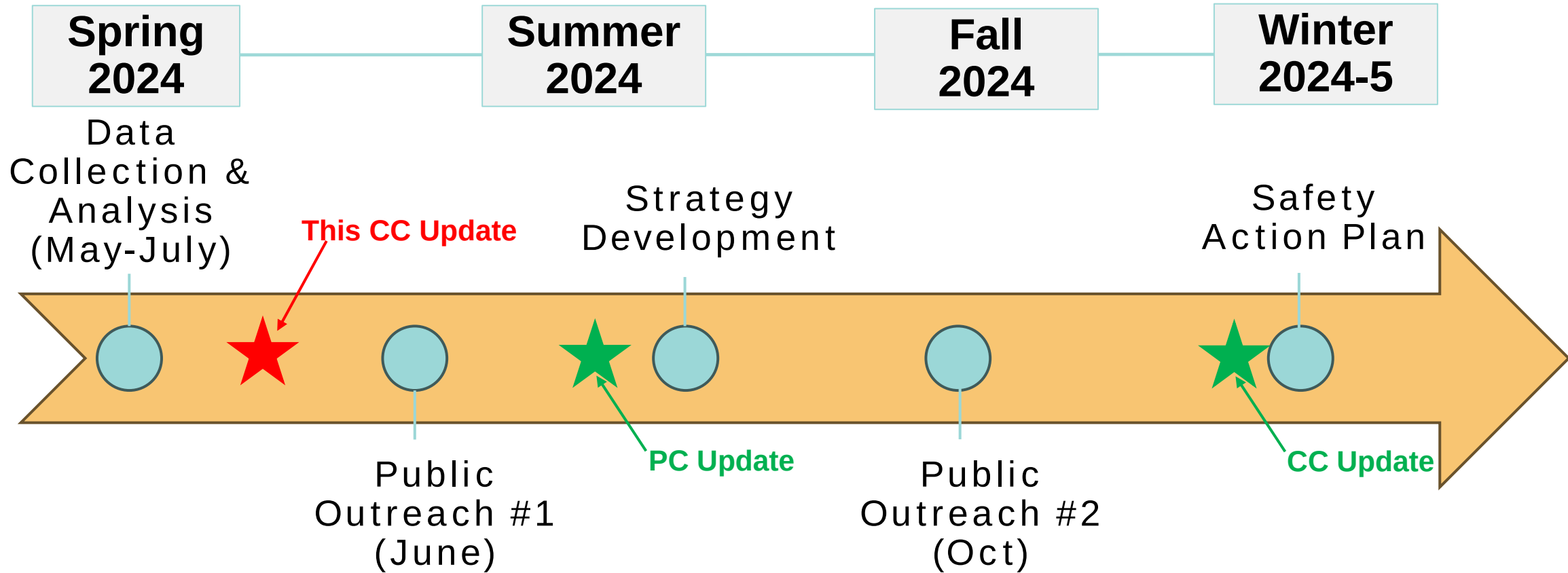
Lead Applicant:

UEI:

Action Plan Documents



Project Schedule



Engagement



Engagement Goals and Strategy



Build awareness of the plan and transportation safety



Collect input from the public and stakeholders to understand existing challenges and priorities



Develop a plan that reflects the diverse needs of the community



Build buy-in to the plan's vision from stakeholders, elected officials, and the public.



Engagement Approach



Survey and Map



Public tabling events – Farmers Market and Alive after Five in the Gardens



Business outreach



TAC engagement



Discussion



Vision and Targets

- Long-term vision = Zero fatal or serious injuries
- Two options for targets:
 - Zero fatal or serious injuries by year 20XX
 - Set an interim goal of a significant (50%?) reduction by year 20YY



Items to Address in Plan

- Desired outcomes
- High-level safety concerns
- Particular locations
- Barriers to addressing safety
- Groups that are most impacted
- Partnerships in place or needed



Next Steps



Next Steps



Public Outreach Round #1 – June 17th – July 1



Existing Conditions Technical Memorandum – Week of July 1st



TAC Meeting #2 – Week of July 8th





**AGENDA REPORT
NEW BUSINESS
June 11, 2024**

To: Mayor and City Council

FROM: Marshall Pierce, City Engineer/Project Manager

THROUGH: Danny K. Cummings, City Manager

SUBJECT: **CONTRACT AWARD - WARRINGTON - AIRPORT WAY/BLM CONTRACT**

DATE: June 4, 2024

PROPOSED MOTION:

I MOVE THE CITY COUNCIL TO APPROVE THE BID AWARD TO THE LOWEST RESPONSIVE BIDDER, WARRINGTON CONSTRUCTION, FOR \$478,437.00 AND \$48,000.00 FOR CONSTRUCTION CONTINGENCY, AND AUTHORIZE THE CITY MANAGER TO SIGN ALL DOCUMENTS

SUMMARY:

Attached are two bids for the roadway and utility extensions for Airport/BLM Way project. The City Council needs to award the bid in order to get construction started on the project.

BACKGROUND:

The City of Ontario has teamed with BLM to construct roadway and utility extensions for Airport/BLM Way project.

CURRENT SITUATION:

The City went out for bid for the BLM airport project and the City received two bids in response to a bid invitation for the above referenced project. Two companies provided bids on the project, Warrington Construction at \$478,437 and Tapani Inc. at \$693,695. The lowest bid by far is from Warrington Construction; a local contractor with a good reputation in the valley.

ANALYSIS:

- A. **STRATEGIC PLAN** The project is consistent with the Strategic Plan goals.
- B. **FINANCIAL** The total bid from Warrington came in at \$478,437 and a contingency amount of \$48,000 should be added for a total project cost estimate of \$526,437. The City will initially front the total costs for construction and will be refunded 66% from the BLM Way portion (from the BLM) and 50% for the Airport Way portion (from Hotbox). This works out to a total City obligated amount of \$168,815 of the total bid amount. The project has been budgeted in the 23-24 budget and carried over to the 24-25 budget in the Street Fund and Capital Projects UCF.

C. **TIMING** The low bid is valid for up to 60 days after bid opening. Time is of the essence.

D. **POLICY/LEGAL** City Council is required to approve contract awards.

ALTERNATIVES:

Council could reject bid award and the project would not move forward as planned.

RECOMMENDATION:

Staff recommends approval of low bid award to Warrington Construction for \$478,437.00 and \$48,000.00 for construction contingency, and authorize the City Manager to sign all documents.

ATTACHMENTS:

1. BLM WAY-Warrington-06042024115029
2. BLM Way- Tapani-06062024133825

FIRST-TIER SUBCONTRACTOR
DISCLOSURE FORMPROJECT NAME: BLM Way Public Improvement Project PERFORMANCE BOND

Page 1 of 2

PERFORMANCE BOND

Page 1 of 2

BID #:

BID CLOSING: Date: 4/16 Time: 3:00 MOUNTAIN

This form must be submitted at the location specified in the Invitation to Bid on the advertised bid closing date and within two working hours after the advertised bid closing time.

List below the name of each subcontractor that will be furnishing labor or will be furnishing labor and materials and that is required to be disclosed, the category of work that the subcontractor will be performing and the dollar value of the subcontract. Enter "NONE" if there are no subcontractors that need to be disclosed. (ATTACH ADDITIONAL SHEETS IF NEEDED.)

NAME	DOLLAR VALUE	CATEGORY OF WORK
1) <u>Durham Gravel Works</u>	\$ <u>135,000</u>	<u>ROADWORK</u>
2) _____	\$ _____	_____
3) _____	\$ _____	_____
4) _____	\$ _____	_____

Failure to submit this form by the disclosure deadline will result in a nonresponsive bid. A nonresponsive bid will not be considered for award.

Form submitted by (bidder name):

WARRINGTON CONSTRUCTIONContact name: BROOKSPhone no.: 206-739-3344

(3) A contracting agency shall accept the subcontractor disclosure. The contracting agency shall consider the bid of any contractor that does not submit a subcontractor disclosure to the contracting agency to be a nonresponsive bid and may not award the contract to the contractor. A contracting agency is not required to determine the accuracy or the completeness of the subcontractor disclosure.

(4) After the bids are opened, the subcontractor disclosures must be made available for public inspection.

(5) A contractor may substitute a first-tier subcontractor under the provisions of ORS 279C.585.

FIRST -TIER SUBCONTRACTORS

Page 1 of 2

BID FORM

**City of Ontario, Oregon
BLM Way Public Improvement
Ontario Airport**



**City of Ontario
444 SW 4TH Street
Ontario, Oregon 97914**

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ARTICLE 1— BID RECIPIENT**1.01 This Bid is submitted to:**

The City of Ontario for the improvement of BLM Way the Work shall consist of Excavation, extending Sanitary sewer and water from Airport Way to the proposed BLM building site, and construct new curb, 24' wide paved asphalt road with storm swale to the South limit of BLM building site as shown in the project plans and specifications and all supporting construction surveying.

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

ARTICLE 2— BIDDER'S ACKNOWLEDGEMENTS

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

ARTICLE 3— BIDDER'S REPRESENTATIONS**3.01 In submitting this Bid, Bidder represents that:**

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

<u>Addendum No.</u>	<u>Addendum Date</u>
<u>NONE</u>	<u> </u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>

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

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

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

E. Bidder has obtained and carefully studied the Bidding Documents investigated conditions of the surface, subsurface and Underground Facilities at the site and contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents to be employed by Bidder safety precautions and programs incident thereto.

F. Based on the information and observations referred to in Paragraph 3.01.E above Bidder does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.

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

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

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

ARTICLE 4— BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01. D:
 - 1. "Corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process.
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial noncompetitive levels, or (c) to deprive Owner of the benefits of free and open competition.
 - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
 - 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5— BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following unit prices:

Schedule A: Work on BLM Road

Spec.	Item #	Description	Units	Estimated Quantity	Bid Unit Price	Bid Price
2010.4.1.A	1	Mobilization	LS	1	10,000 ⁰⁰	10,000 ⁰⁰
Handwritten Unit Price TEN THOUSAND						
202.4.1.C.1	2	Clearing and Grubbing	LS	1	10,000 ⁰⁰	10,000 ⁰⁰
Handwritten Unit Price TEN THOUSAND						
706.4.1.A.3	3	General Excavation	CY	760	40 ⁰⁰	30,400 ⁰⁰
Handwritten Unit Price FORTY						
Special Prov.	4	Vertical Curb, Type 701A	LF	715	60 ⁰⁰	42,900 ⁰⁰
Handwritten Unit Price SIXTY						
802.4.1.B.1	5	Flat Curb, Detail 3 Sheet C4.0	LF	800	60 ⁰⁰	48,000 ⁰⁰
Handwritten Unit Price SIXTY						
810.4.1.A.1	6	Crushed Aggregate Base, Type I	TON	752	45 ⁰⁰	33,840 ⁰⁰
Handwritten Unit Price FORTY FIVE						
801.4.1.B.1	7	Plant Mix Pavement, Class II	TON	348	130 ⁰⁰	45,240 ⁰⁰
Handwritten Unit Price ONE HUNDRED THIRTY						
Special Prov.	8	Uncrushed Drain Rock 3 for Swale	TON	181	25 ⁰⁰	4,525 ⁰⁰
Handwritten Unit Price B.W. ONE HUNDRED TWENTY FIVE						
401.4.1.A.1	9	Barricade	LS	1	500 ⁰⁰	500 ⁰⁰
Handwritten Unit Price FIVE HUNDRED						
401.4.1.A.1	10	Water Main Pipe, 8" - Type C900	LF	968	62 ⁰⁰	60,016 ⁰⁰
Handwritten Unit Price SIXTY TWO						
402.4.1.A.2	11	Water Main Pipe, 6" - Type C900	LF	15	80 ⁰⁰	1,200 ⁰⁰
Handwritten Unit Price EIGHTY						
403.4.1.A.2	12	Valve, 8" - Resilient Seated Gate Valve	EA	3	4000 ⁰⁰	12,000 ⁰⁰
Handwritten Unit Price FOUR THOUSAND						
404.4.1.A.2	13	Fire Hydrant Assembly, SD-404	EA	3	8000 ⁰⁰	24,000 ⁰⁰
Handwritten Unit Price EIGHT THOUSAND						

501.4.1.B.2	14	Water Service Connection - 1"	LS	1	2500 ⁰⁰	2500 ⁰⁰
Handwritten Unit Price TWO THOUSAND FIVE HUNDRED						
502.4.1.B.2	15	Gravity Sewer Pipe - 8" - ASTM D 3034	LF	950	70 ⁰⁰	66,500 ⁰⁰
Handwritten Unit Price SEVENTY						
501.4.1.B.2	16	Sanitary Sewer Manhole Ontario SD-501	EA	3	7000 ⁰⁰	21,000 ⁰⁰
Handwritten Unit Price SEVEN THOUSAND						
1103.4.1.A.1	17	Gravity Sewer Pipe - 6" - ASTM D 3034	LF	35	80 ⁰⁰	2,800 ⁰⁰
Handwritten Unit Price EIGHTY						
Special Prov.	18	Traffic Control	LS	1	1000 ⁰⁰	1,000 ⁰⁰
Handwritten Unit Price ONE THOUSAND						
Total of All Bid Prices Schedule A	19	Construction Survey	LS	1	6000 ⁰⁰	6,000 ⁰⁰
Handwritten Total Bid Price Schedule A SIX THOUSAND						
FOUR HUNDRED TWENTY TWO THOUSAND, FOUR HUNDRED TWENTY ONE						422,421 ⁰⁰

Schedule B: Work on Airport Road

Spec.	Item #	Description	Units	Estimated Quantity	Bid Unit Price	Bid Price
2010.4.1.A	1	Mobilization	LS	1	7000 ⁰⁰	7,000 ⁰⁰
Handwritten Unit Price SEVEN THOUSAND						
307.4.1.F.1	2	Surface Restoration Type P	LF	235	50 ⁰⁰	11,750 ⁰⁰
Handwritten Unit Price FIFTY						
401.4.1.A.1	3	Water Main Pipe, 8" - Type C900	LF	193	62 ⁰⁰	11,966 ⁰⁰
Handwritten Unit Price SIXTY TWO						
402.4.1.A.2	4	Valve, 8" - Resilient Seated Gate Valve	EA	1	4000 ⁰⁰	4,000 ⁰⁰
Handwritten Unit Price FOUR THOUSAND						
501.4.1.B.2	5	Gravity Sewer Pipe - 8" - ASTM D 3034	LF	198	100 ⁰⁰	19,800 ⁰⁰
Handwritten Unit Price ONE HUNDRED						
1103.4.1.A.1	6	Traffic Control	LS	1	500 ⁰⁰	500 ⁰⁰
Handwritten Unit Price FIVE HUNDRED						

Special Prov.	7	Construction Survey	LS	1	1000 ⁰⁰	1,000 ⁰⁰
Handwritten Unit Price		ONE THOUSAND				
Total of All Bid Prices Schedule B						56,016 ⁰⁰
Handwritten Unit Price Schedule B		FIFTY SIX THOUSAND SIXTEEN				

Unit Prices have been computed in accordance with Paragraph 11.03.B of the General Conditions. Bidder acknowledges that estimated quantities are not guaranteed and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

ARTICLE 6— TIME OF COMPLETION

6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

6.03 Bidder agrees to comply with Oregon ORS 279C.830(1)(c); OAR 839-025-0020(5)(a) and file public Works bond with the Construction Contractors Board and pay prevailing wages during the duration of the project.

ARTICLE 7— ATTACHMENTS TO THIS BID

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

A. Required Bid security as per Article 8 of Instructions to Bidder

B. Bidder shall include in his/her Bid the name, or names and address, or addresses, and Oregon Contractor License Numbers. 101184.

C. In addition all First-Tier Subcontractors must be submitted BOIL Form WH-179 on the advertised bid closing date and within two working hours after the advertised bid closing time.

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

E. State of Oregon Contractor License with a Public Works Bond (If Exempt for Bond provide CCB letter for exempt), CCB ID No. 101184

ARTICLE 8— DEFINED TERMS

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

ARTICLE 9— BID SUBMITTAL

9.01 This Bid is submitted by:

If Bidder is:

An Individual

Name (typed or printed): _____

By: _____
(Individual's signature)

Doing business as: _____

A Partnership

Partnership Name: _____

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

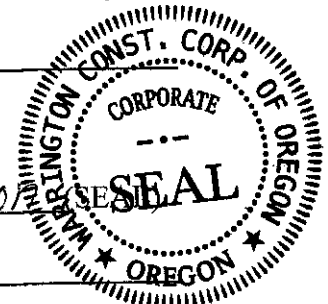
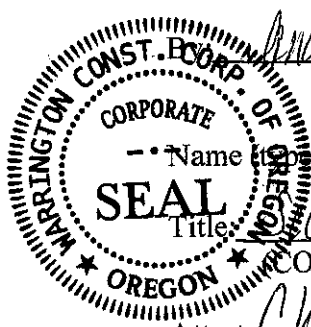
Name (typed or printed): _____

A CorporationCorporation Name: Warrington Const. Corp of OregonState of Incorporation: OregonType (General Business, Professional, Service, Limited Liability): Corporation

(Signature -- attach evidence of authority to sign)

Name (typed or printed): Andrea WarringtonTitle: Sec. / Treas.

(CORPORATE SEAL)

Attest: Cheryl [Signature]Date of Qualification to do business in Oregon is 08/30/1994

A Joint Venture

Name of Joint Venture: _____

First Joint Venture Name: _____ (SEAL)

By: _____
(Signature of first joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Second Joint Venture Name: _____ (SEAL)

By: _____
(Signature of second joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Each joint venture must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the indicated above.

manner

Bidder's Business Address PO BOX 910
1353 NW WASHINGTON AVE
ONTARIO OR 97914Phone No. 208-739-3344 Fax No. _____E-mail Brooks.warrington@gmail.comSUBMITTED on April 18, 2024

BID BOND

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

BIDDER (Name and Address): Warrington Construction Corporation of Oregon
P.O. Box 910
Ontario, OR 97914

SURETY (Name and Address of Principal Place of Business): Liberty Mutual Insurance Company
175 Berkeley Street
Boston, MA 02116

OWNER (Name and Address): City of Ontario
444 SW 4th Street
Ontario, OR 97914

BID

Bid Due Date: April 18, 2024

Description (Project Name and Include Location): BLM Way Public Improvement Project, Ontario, Oregon

BOND

Bond Number: Bid Bond

Date (Not earlier than Bid due date): April 18, 2024

Penal sum Five Percent of Total Amount Bid

\$ 5%

(Written in Words)

(Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

BIDDER
Warrington Construction Corporation of Oregon (Seal)
CORPORATOR'S Name and Corporate Seal
By: [Signature]
Signature
Warrington
Print Name

Pres.
Tide

Attest: [Signature]
Signature

Sec. / Treas.
Tide

SURETY

Liberty Mutual Insurance Company (Seal)

Surety's Name and Corporate Seal

By: [Signature]
Signature (Attach Power of Attorney)

Brenda J. Smith
Print Name

Brenda J. Smith
Print Name

Attorney-in-Fact
Tide

Attest: [Signature]
Signature

Linda Miner, Witness
Tide

Linda Miner, Witness
Tide

Linda Miner, Witness
Tide



Note: Above addresses are to be used for giving any required notice. Provide execution by any additional parties, such as joint ventures, if necessary.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
 - 3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2 All Bids are rejected by Owner, or
 - 3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint Brenda J. Smith all of the city of Boise, state of ID its true and lawful attorney-in-fact, with full power and authority hereby conferred to sign, execute and acknowledge the following surety bond:

Principal Name: Warrington Construction Corporation of Oregon

Obligee Name: City of Ontario

Surety Bond Number: Bid Bond

Bond Amount: See Bond Form

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 18th day of April, 2024.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company



By: David M. Carey
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 18th day of April, 2024, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, of Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company do hereby certify that this power of attorney executed by said Companies is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 18th day of April, 2024.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

COPY

ARTICLES OF INCORPORATION
OF
WARRINGTON CONSTRUCTION CORPORATION

KNOW ALL PEOPLE BY THESE PRESENTS that these Articles of Incorporation have been executed by the undersigned for the purpose of forming a general business, Warrington Construction Corporation, in the State of Oregon under the Oregon Business Corporation Act.

ARTICLE I

Name

The name of the corporation is Warrington Construction Corporation.

ARTICLE II

Existence

The Corporation shall have perpetual existence.

ARTICLE III

Purposes

The nature of the business of the Corporation and the objects and purposes to be transacted, promoted or carried on by it are: to transact any and all lawful business for which corporations may be incorporated pursuant to the provisions of general corporation laws of the State of Oregon.

ARTICLE IV

Authorized Shares

The aggregate number of shares which the Corporation shall have authority to issue is 100 shares. Each share shall have a par value of \$1.00.

ARTICLE V

Registered Office and Agent

The registered office of the Corporation is 1229 S.W. 16th Avenue, Ontario, Oregon 97914. The registered agent at that address is Chelsey Warrington. The mailing address of the registered agent is 1229 S.W. 16th Avenue, Ontario, Oregon 97914.

ARTICLE VI

An address where the Corporation Division may mail notices is 1229 S.W. 16th Avenue, Ontario, Oregon 97914.

ARTICLE VII

Directors

The initial Board of Directors shall consist of Chelsey Warrington and Andrea Warrington. The name and addresses of the persons who are to serve as Director until the first annual meeting of shareholders and until their successors are elected and qualified are as follows:

Chelsey Warrington	1229 S.W. 16th Avenue Ontario, Oregon 97914
Andrea Warrington	1229 S.W. 16th Avenue Ontario, Oregon 97914

The foregoing directors have consented to serve as directors.

ARTICLE VIII

Incorporators

The name and address of each Incorporator is as follows:

Chelsey Warrington	1229 S.W. 16th Avenue Ontario, Oregon 97914
Andrea Warrington	1229 S.W. 16th Avenue Ontario, Oregon 97914

EXECUTION: Chelsey Warrington CHELSEY WARRINGTON President
Signature Printed Name Title
Andrea D. Warrington Andrea D. Warrington Secretary/Treas.
Signature Printed Name Title

Person to Contact about this filing:

Michael J. Flanagan
P.O. Box 2322
Boise, ID 83701
(208) 338-6558 - Phone
(208) 338-1273 - FAX

MJF\Warrington.Art

BID DOUMENTS

FOR

BLM Way Public Improvement Ontario Airport



City of Ontario
444 SW 4TH Street
Ontario, Oregon 97914

Prepared By:



CK3, LLC

368 SW 5TH AVENUE
ONTARIO, OR 97914
OFFICE: (541) 889-5411
FAX: (541) 889-2074

945 ORCHARD AVENUE
HERMISTON, OR 97838
OFFICE: (541) 567-2345
FAX: (541) 567-2305

ADVERTISEMENT FOR BIDS**PROJECT TITLE: BLM Way Public Improvements**

Separate sealed BIDS for BLM Way Public Improvement project at the Ontario Airport in Ontario, Oregon as set forth in the Contract documents for will be received by The **City of Ontario** at Public Works Shop, 1551 NW. 9th Street; Ontario, Oregon 97914; Until 3 pm (Mountain time) on April 18th, 2024 and then at said office publicly opened and read aloud.

The Work shall consist of excavation, grading extending Sanitary sewer and water from Airport Way to the proposed BLM building site, and construct new curb, 24' wide paved asphalt road with storm swale to the South limit of BLM building site as shown in the project plans and specifications and all supporting construction surveying. All parts or work not specifically mentioned which are necessary in order to provide a complete installation shall be included in the bid and shall conform to all Local, State and Federal requirements.

Documents can be secured electronically for \$15 through the following service starting Monday, March 25th, 8:00 p.m., Mountain time: QuestCDN (<https://www.questcdn.com>), Quest Number 9041859. This is the official bidding service for this Project, so potential bidders need to use this site. If a potential bidder is not able to use the service, please contact Al Haun at the City of Ontario Public Works Department, 1551 N.W. 9th Street, Ontario, Oregon 97914, at al.haun@jacobs.com or (541) 889-8572 for assistance.

In determining the lowest responsive bid, the Owner will consider all acceptable bids on a basis consistent with the bid package. The Owner will also consider whether the bidder is a responsible bidder.

Before a contract will be awarded for work contemplated herein, the Owner will conduct such investigation as is necessary to determine the performance record and ability of the apparent low bidder to perform the size and type of work specified under this Contract. Upon request, the Bidder shall submit such information as deemed necessary by the Owner to evaluate the Bidder's qualifications.

All bids must be signed and accompanied by evidence of their authority to sign.

Bids must be accompanied by Bid Security in the form of a bid bond, certified check, cashiers check or cash in the amount of FIVE PERCENT of the amount of the bid proposal. Said bid security shall be forfeited to the City of Ontario as Liquidated damages should the successful bidder fail to enter into contract in accordance with their proposal as specified in the instructions to Bidders.

The City of Ontario reserves the right to reject any or all proposals, waive any nonmaterial irregularities in the bids received, and to accept the proposal deemed most advantageous to the best interest of the City of Ontario.

END OF ADVERTISEMENT FOR BIDS

Bidder's Check List

The Bidder's Check List is offered to assist the prospective bidder in checking his/her Bid. This checklist does not relieve the bidder from properly completing his/her Bid.

Check off when completed:

1. X Are all blank spaces filled out on Bid Form?
2. X Have questions arising from the bidding, contract, specifications, or plans been submitted to the proper authority and resolved in the proper manner?
3. X Are Bid amounts shown correctly as well as extensions and totals? Recheck for errors or omissions. Both lump sum and final unit prices must be shown in words and Figures.
4. X Are authorized signatures properly affixed to the Bid form, giving also title, and State of Oregon Contractor License with a Public Works Bond (If Exempt for Bond provide CCB letter for exempt), CCB ID #.
5. X Have all First-Tier Subcontractors' information been collected so that you can submitted BOIL Form WH-179 on the advertised bid closing date and within two working hours after the advertised bid closing time.
6. X Have all Addenda been received and acknowledged with the proper signature on the Bid Form?
7. X In order for a Bid to be considered, the Bid form, Bid Security, naming First Tier subcontractors form submitted, and other required attachments must be placed in a properly addressed sealed envelope and delivered to the specified authority prior to the time designated for the bid opening.
8. X Bid Security been enclosed?
9. X Has Bidder performed examinations in accordance with the Instructions to Bidders?
10. X Has Bidder included additional information required in Article 15 of the instructions to Bidders?

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ARTICLE 1— DEFINED TERMS

- 1.01 Terms used in these Instructions to Bidders have the meanings indicated in the General Conditions of THE CONSTRUCTION CONTRACT AS PREPARED BY THE ENGINEERS JOIN CONTRACT DOCUMENTS COMMITTEE and Supplementary Conditions as found in the SUPPLEMENTAL STANDARDS FOR PUBLIC WORKS CONSTRUCTION adopted by The City of Ontario, March 2008.

ARTICLE 2— COPIES OF BIDDING DOCUMENTS

- 2.01 Complete sets of the Bidding Documents in the number and for the sum, as stated in the advertisement or invitation to bid may be obtained from the City's Engineer's Office.
- 2.02 Complete sets of Bidding Documents shall be used in preparing Bids; neither Owner nor Engineer assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
- 2.03 Owner and Engineer, in making copies of Bidding Documents available on the above terms, do so only for the purpose of obtaining Bids for the Work and do not authorize or confer a license or grant for any other use.

ARTICLE 3— QUALIFICATIONS OF BIDDERS

- 3.01 To demonstrate Bidder's qualifications to perform the Work, within Five business days of Owner's request, Bidder shall submit written evidence such as financial data, previous experience, present commitments, and such other data as may be called for below.
- A. The Bidder shall have or be able to obtain an Oregon General Contractor License with a Public Works Bond (If Exempt for Bond, then provide CCB letter for exempt), CCB ID No. 63434
- 3.02 Bidder is advised to carefully review those portions of the Bid Form requiring Bidder's representations and certifications.

ARTICLE 4— EXAMINATION OF BIDDING DOCUMENTS, OTHER RELATED DATA, AND SITE

- 4.01 Subsurface and Physical Conditions. The Owner has no drawings or aware of any physical conditions relating to existing or subsurface structure at the site except Underground facilities as shown on the plans.
- 4.02 Underground Facilities
- A. Information and data shown or indicated in the Bidding Documents with respect to existing Underground Facilities at or contiguous to the Site is based upon information and data furnished to Owner and Engineer by owners of such Underground Facilities, including Owner, or others.

- 4.03 Hazardous Environmental Condition the Owner or Engineer are not aware of any Hazardous Environmental Conditions identified at the Site
- 4.04 Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to subsurface conditions, other physical conditions, and Underground Facilities, and possible changes in the Bidding Documents due to differing or unanticipated subsurface or physical conditions appear in Paragraphs 4.02, 4.03, and 4.04 of the General Conditions. Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to a Hazardous Environmental Condition at the Site, if any, and possible changes in the Contract Documents due to any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work, appear in Paragraph 4.06 of the General Conditions.
- 4.05 On request, Owner will provide Bidder access to the Site to conduct such examinations, investigations, explorations, tests, and studies as Bidder deems necessary for submission of a Bid. Bidder shall fill all holes and clean up and restore the Site to its former condition upon completion of such explorations, investigations, tests, and studies. Bidder shall comply with all applicable Laws and Regulations relative to excavation and utility locates.
- 4.06 A. Reference is made to Article 7 of the Supplementary Conditions for the identification of the general nature of other work that is to be performed at the Site by Others.
per supplementary conditions, Owner to provide permanent striping. Tapani Inc. will perform all other work per the documents.
- 4.07 It is the responsibility of each Bidder before submitting a Bid to:
- A. examine and carefully study the Bidding Documents, and the other related data identified in the Bidding Documents.
 - B. visit the Site and become familiar with and satisfy Bidder as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - C. become familiar with and satisfy Bidder as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
 - D. consider the information known to Bidder; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents; and (3) Bidder's safety precautions and programs;

- E. agree at the time of submitting its Bid that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of its Bid for performance of the Work at the price(s) bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
 - F. become aware of the general nature of the work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
 - G. promptly give Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovers in the Bidding Documents and confirm that the written resolution thereof by Engineer is acceptable to Bidder, and
 - H. determine that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work.
- 4.08 The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article 4, that without exception the Bid is premised upon performing and furnishing the Work required by the Bidding Documents and applying any specific means, methods, techniques, sequences, and procedures of construction that may be shown or indicated or expressly required by the Bidding Documents, that Bidder has given Engineer written notice of all conflicts, errors, ambiguities, and discrepancies that Bidder has discovered in the Bidding Documents and the written resolutions thereof by Engineer are acceptable to Bidder, and that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work.

ARTICLE 5— PRE-BID CONFERENCE

5.01 There will be a non-mandatory Pre-Bid conference held at the project site on **April 9th, 2024 at 9:00 AM** local time. Any questions should be address to the Engineer in accordance with ARTICLE 7 of the Instructions to Bidders

ARTICLE 6— SITE AND OTHER AREAS

- 6.01 The Site is identified in the Bidding Documents. Easements for permanent structures or permanent changes in existing facilities are to be obtained and paid for by Owner unless otherwise provided in the Bidding Documents. All additional lands and access thereto required for temporary construction facilities, construction equipment, or storage of materials and equipment to be incorporated in the Work are to be obtained and paid for by Contractor.
- 6.02 The Contractor shall coordinate work with the Owner and local businesses to ensure that egress and ingress of local Business's delivery vehicles and pedestrian traffic are maintained at all times.

ARTICLE 7— INTERPRETATIONS AND ADDENDA

- 7.01 All questions about the meaning or intent of the Bidding Documents are to be submitted to the Engineer in writing. Interpretations or clarifications considered necessary by engineer in response to such questions will be issued by Addenda mailed or delivered to all parties recorded by Engineer as having received the Bidding Documents. Questions received less than five days prior to the date for opening of Bids may not be answered. Only questions answered by Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.
- 7.02 Addenda may be issued to clarify, correct, or change the Bidding Documents as deemed advisable by Owner or Engineer.

ARTICLE 8— BID SECURITY

- 8.01 A Bid must be accompanied by Bid security made payable to Owner in an amount of five percent of Bidder's maximum Bid price and in the form of cash, a certified check, cashier's check, bank money order, or a Bid bond issued by a surety meeting the requirements of Paragraphs 5.01 and 5.02 of the General Conditions of the Construction Contract as prepared by the Engineers Joint Contract Documents Committee.
- 8.02 The Bid security of the Successful Bidder will be retained until such Bidder has executed the Contract Documents, furnished the required contract security and met the other conditions of the Notice of Award, whereupon the Bid security will be returned. If the Successful Bidder fails to execute and deliver the Contract Documents and furnish the required contract security within 15 days after the Notice of Award, Owner may consider Bidder to be in default, annul the Notice of Award, and the Bid security of that Bidder will be forfeited. Such forfeiture shall be Owner's exclusive remedy if Bidder defaults. The Bid security of other Bidders whom Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of seven days after the Effective Date of the Agreement or 61 days after the Bid opening, whereupon Bid security furnished by such Bidders will be returned.
- 8.03 Bid security of other Bidders whom Owner believes do not have a reasonable chance of receiving the award will be returned within seven days after the Bid opening.

ARTICLE 9— CONTRACT TIMES

- 9.01 The number of calendar days within which, Work is to be substantially completed and ready for final payment are set forth in the Agreement.

ARTICLE 10— LIQUIDATED DAMAGES

- 10.01 Provisions for liquidated damages, if any, are set forth in the Agreement.

ARTICLE 11— SUBSTITUTE AND "OR-EQUAL" ITEMS

- 11.01 The Contract, if awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents without consideration of possible substitute or "or-equal" items. Whenever it is specified or described in the Bidding Documents that a substitute or "or-equal" item of material or equipment may be furnished or used by Contractor if acceptable to Engineer, application for such acceptance will not be considered by Engineer until after the Effective Date of the Agreement.

ARTICLE 12— SUBCONTRACTORS, SUPPLIERS AND OTHERS

- 12.01 If the First Tier Subcontractors as submitted to Owner as required under the provisions of ORS 279C.585. If Owner or Engineer, after due investigation, has reasonable objection to any proposed Subcontractor. The owner may, before the Notice of Award is given, request an apparent Successful Bidder to submit a substitute, without an increase in the Bid.
- 12.02 If the apparent Successful Bidder declines to make any such substitution, the Owner may award the Contract to the next lowest Bidder that proposes to use acceptable Subcontractors. Declining to make the requested substitutions will not constitute grounds for forfeiture of the Bid security of any Bidder. Any Subcontractor so listed and against which Owner or engineer makes no written objection prior to the giving of the Notice of Award will be deemed acceptable to Owner and Engineer subject to revocation of such acceptance after the Effective Date of the Agreement as provided in Paragraph 6.06 of the General conditions.
- 12.03 Contractor shall not be required to employ any Subcontractor, Supplier, individual, or entity against whom Contractor has reasonable objection.
- 12.04 Per Oregon ORS 279C.830(1)(c); OAR 839-025-0020(5)(a) Subcontractor must pay prevailing wage rates.

ARTICLE 13— PREPARATION OF BID

- 13.01 The Bid Form is included with the Bidding Documents. Additional copies may be obtained from the Engineer.
- 13.02 All blanks on the Bid Form shall be completed in ink and the Bid Form signed. Erasures or alterations shall be initialed in ink by the person signing the Bid Form.
- 13.03 A Bid by a corporation shall be executed in the corporate name by the president or a vice-president or other corporate officer accompanied by evidence of authority to sign. The corporate address and state of incorporation shall be shown.
- 13.04 A Bid by a partnership shall be executed in the partnership name and signed by a partner whose title must appear under the signature, accompanied by evidence of authority to sign. The official address of the partnership shall be shown.

- 13.05 A Bid by a limited liability company shall be executed in the name of the firm by a member and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm shall be shown.
- 13.06 A Bid by an individual shall show the Bidder's name and official address.
- 13.07 A Bid by a joint venture shall be executed by each joint venture in the manner indicated on the Bid Form. The official address of the joint venture shall be shown. Include evidence of authority to sign.
- 13.08 All names shall be printed in ink below the signatures.
- 13.09 The Bid shall contain an acknowledgment of receipt of all Addenda, the numbers of which shall be filled in on the Bid Form.
- 13.10 Postal and e-mail addresses and telephone numbers for communications regarding the Bid shall be shown.
- 13.11 The Bid shall contain evidence of Bidder's authority and qualification to do business in the state where the Project is located, or Bidder shall covenant in writing to obtain such authority and qualification prior to award of the Contract and attach such covenant to the Bid. The bidder's state contractor license number, if any, shall also be shown on the Bid Form.
- 13.12 The Bid shall contain evidence of Bidder's authority and qualification to do business in Oregon. Signing the Bid Form constitutes a covenant to obtain such qualification prior to award of the Contract. Bidder's shall have Oregon Contractor License with a Public Works Bond. CCB ID Number shall be shown on the Bid form.

ARTICLE 14— BASIS OF BID; COMPARISON OF BIDS

14.01 Unit Price

A. Bidders shall submit a Bid on a unit price basis for each item of Work listed in the Bid schedule.

B. The total of all estimated prices will be the sum of the products of the estimated quantity of each item and the corresponding unit price. The final quantities and Contract Price will be determined in accordance with Paragraph 11.03 of the General Conditions.

C. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

14.02 Allowances

- A. For cash allowances shall be included in Bid price shall include such amounts as the Bidder deems proper for Contractor's overhead, costs, profit, and other expenses on account of cash allowances, if any, named in the Contract Documents, in accordance with Paragraph 11.02.A of the General Conditions.

ARTICLE 15— SUBMITTAL OF BID

- 15.01 With each copy of the Bidding Documents, a Bidder is furnished one separate unbound copy of the Bid Form, and, if required, the Bid Bond Form. The unbound copy of the Bid Form is to be completed and submitted with the Bid security.
- 15.02 A Bid shall be submitted no later than the date and time prescribed and at the place indicated in the advertisement or invitation to bid and shall be enclosed in a plainly marked package with the Project title, the name and address of Bidder, and shall be accompanied by the Bid security and other required documents. If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid shall be enclosed in a separate package plainly marked on the outside with the notation "BID ENCLOSED." A mailed Bid shall be addressed to City of Ontario, Public Works Shop at 1551 NW 9th Street; Ontario, Oregon 97914.

ARTICLE 16— MODIFICATION AND WITHDRAWAL OF BID

- 16.01 A Bid may be modified or withdrawn by an appropriate document duly executed in the same manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids.
- 16.02 Relief from Bids. (a) If an awarding authority for the public entity determines that a Bidder is entitled to relief from a Bid because of mistake, the authority shall prepare a report in writing to document the facts establishing the existence of each element required in Oregon Secretary of State Administrative Rules (OAR) 137-047-0470. The report shall be available for inspection as a public record and shall be filed with the public entity soliciting bids. (b) A Bidder claiming a mistake satisfying all the conditions of the OAR, shall be entitled to relief from the Bid and have any Bid Security returned by the public entity. Bidders not satisfying the conditions found in OAR, shall forfeit any Bid Security. Bidders failing to execute a Contract and not satisfying the conditions of a mistake shall also forfeit any Bid Security.
- 16.03 Grounds for Relief. The Bidder shall establish to the satisfaction of the public entity that:
- a) A clerical or mathematical mistake was made.
 - b) The Bidder gave the public entity written notice within five (5) calendar days after the opening of the bids of the mistake, specifying in the notice in detail how the mistake occurred.

ARTICLE 17— OPENING OF BIDS

- 17.01 Bids will be opened at the time and place indicated in the Advertisement or Invitation to Bid and, unless obviously non-responsive, read aloud publicly. An abstract of the amounts of the base Bids and major alternates, if any, will be made available to Bidders after the opening of Bids.

ARTICLE 18— BIDS TO REMAIN SUBJECT TO ACCEPTANCE

- 18.01 All Bids will remain subject to acceptance for the period of time stated in the Bid Form, but Owner may, in its sole discretion, release any Bid and return the Bid security prior to the end of this period.

ARTICLE 19 - EVALUATION OF BIDS AND AWARD OF CONTRACT

- 19.01 Owner reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. Owner further reserves the right to reject the Bid of any Bidder whom it finds, after reasonable inquiry and evaluation, to not be responsible. The owner may also reject the Bid of any Bidder if the Owner believes that it would not be in the best interest of the Project to make an award to that Bidder. The owner also reserves the right to waive all informalities not involving price, time, or changes in the Work and to negotiate contract terms with the Successful Bidder.
- 19.02 More than one Bid for the same Work from an individual or entity under the same or different names will not be considered. Reasonable grounds for believing that any Bidder has an interest in more than one Bid for the Work may be cause for disqualification of that Bidder and the rejection of all Bids in which that Bidder has an interest.
- 19.03 In evaluating Bids, Owner will consider whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Form or prior to the Notice of Award.
- 19.04 In evaluating Bidders, Owner will consider the qualifications of Bidders and may consider the qualifications and experience of Subcontractors, Suppliers, and other Subcontractors, Suppliers, and other individuals or entities must be submitted as provided in the Supplementary Conditions.
- 19.05 Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders, proposed Subcontractors, Suppliers, individuals, or entities proposed for those portions of the Work in accordance with the Contract Documents.
- 19.06 If the Contract is to be awarded, Owner will award the Contract to the Bidder whose Bid is in the best interests of the Project.

ARTICLE 20- CONTRACT SECURITY AND INSURANCE

- 20.01 Article 5 of the General Conditions, as may be modified by the Supplementary Conditions, sets forth Owner's requirements as to performance and payment bonds and insurance. When the Successful Bidder delivers the executed Agreement to Owner, it shall be accompanied by such bonds.

ARTICLE 21- SIGNING OF AGREEMENT

- 21.01 When Owner issues a Notice of Award to the Successful Bidder, it shall be accompanied by the required number of unsigned counterparts of the Agreement along with the other Contract Documents which are identified in the Agreement as attached thereto. Within 15 days thereafter, Successful Bidder shall sign and deliver the required number of counterparts of the Agreement and attached documents to Owner. Within ten days thereafter, Owner shall deliver one fully signed counterpart to Successful Bidder with a complete set of the Drawings with appropriate identification.

ARTICLE 22— SALES AND USE TAXES

- 22.01 Refer to Article 6 of the General Conditions for tax requirements.

ARTICLE 23— RETANTAGE

- 23.01 Provisions for retainage are as established in Article 6 of the Agreement.

ARTICLE 24— CONTRACTS TO BE ASSIGNED

- 24.01 The Bidder shall not be allowed to assign any portion of the contract.

BID FORM

**City of Ontario, Oregon
BLM Way Public Improvement
Ontario Airport**



**City of Ontario
444 SW 4TH Street
Ontario, Oregon 97914**

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ARTICLE 1— BID RECIPIENT

1.01 This Bid is submitted to:

The City of Ontario for the improvement of BLM Way the Work shall consist of Excavation, extending Sanitary sewer and water from Airport Way to the proposed BLM building site, and construct new curb, 24' wide paved asphalt road with storm swale to the South limit of BLM building site as shown in the project plans and specifications and all supporting construction surveying.

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

ARTICLE 2— BIDDER'S ACKNOWLEDGEMENTS

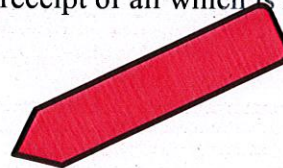
2.01 Bidder accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer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

ARTICLE 3— BIDDER'S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

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

<u>Addendum No.</u>	<u>Addendum Date</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____



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

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

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

E. Bidder has obtained and carefully studied the Bidding Documents investigated conditions of the surface, subsurface and Underground Facilities at the site and contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents to be employed by Bidder safety precautions and programs incident thereto.

F. Based on the information and observations referred to in Paragraph 3.01.E above Bidder does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.

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

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

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

ARTICLE 4— BIDDER'S CERTIFICATION**4.01 Bidder certifies that:**

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01. D:

- 1. "Corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process.
- 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial noncompetitive levels, or (c) to deprive Owner of the benefits of free and open competition.
- 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
- 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5— BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following unit prices:

Schedule A: Work on BLM Road

Spec.	Item #	Description	Units	Estimated Quantity	Bid Unit Price	Bid Price
2010.4.1.A	1	Mobilization	LS	1	\$62,000.00	\$62,000.00
Handwritten Unit Price Sixty Two thousand dollars and zero cents						
202.4.1.C.1	2	Clearing and Grubbing	LS	1	\$55,000.00	\$55,000.00
Handwritten Unit Price Fifty five thousand dollars and zero cents						
706.4.1.A.3	3	General Excavation	CY	760	\$60.00	\$45,600.00
Handwritten Unit Price Sixty dollars and zero cents						
Special Prov.	4	Vertical Curb, Type 701A	LF	715	\$27.00	\$19,305.00
Handwritten Unit Price Twenty seven dollars and zero cents						
802.4.1.B.1	5	Flat Curb, Detail 3 Sheet C4.0	LF	800	\$44.00	\$35,200.00
Handwritten Unit Price Forty four dollars and zero cents						
810.4.1.A.1	6	Crushed Aggregate Base, Type I	TON	752	\$50.00	\$37,600.00
Handwritten Unit Price Fifty dollars and zero cents						
801.4.1.B.1	7	Plant Mix Pavement, Class II	TON	348	\$140.00	\$48,720.00
Handwritten Unit Price One hundred and forty dollars and zero cents						
Special Prov.	8	Uncrushed Drain Rock 3 for Swale	TON	181	\$65.00	\$11,765.00
Handwritten Unit Price Sixty five dollars and zero cents						
401.4.1.A.1	9	Barricade	LS	1	\$1,800.00	\$1,800.00
Handwritten Unit Price One thousand eight hundred dollars and zero cents						
401.4.1.A.1	10	Water Main Pipe, 8" - Type C900	LF	968	\$80.00	\$77,440.00
Handwritten Unit Price Eighty dollars and zero cents						
402.4.1.A.2	11	Water Main Pipe, 6" - Type C900	LF	15	\$145.00	\$2,175.00
Handwritten Unit Price One hundred and forty five dollars and zero cents						
403.4.1.A.2	12	Valve, 8" - Resilient Seated Gate Valve	EA	3	\$2,500.00	\$7,500.00
Handwritten Unit Price Two thousand five hundred dollars and zero cents						
404.4.1.A.2	13	Fire Hydrant Assembly, SD-404	EA	3	\$9,000.00	\$27,000.00
Handwritten Unit Price Nine thousand dollars and zero cents						

501.4.1.B.2	14	Water Service Connection - 1"	LS	1	\$2,500.00	\$2,500.00
Handwritten Unit Price Two thousand five hundred dollars and zero cents						
502.4.1.B.2	15	Gravity Sewer Pipe - 8" - ASTM D 3034	LF	950	\$130.00	\$123,500.00
Handwritten Unit Price One hundred and thirty dollars and zero cents						
501.4.1.B.2	16	Sanitary Sewer Manhole Ontario SD-501	EA	3	\$10,000.00	\$30,000.00
Handwritten Unit Price Ten thousand dollars and zero cents						
1103.4.1.A.1	17	Gravity Sewer Pipe - 6" - ASTM D 3034	LF	35	\$130.00	\$4,550.00
Handwritten Unit Price One hundred and thirty dollars and zero cents						
Special Prov.	18	Traffic Control	LS	1	\$1,000.00	\$1,000.00
Handwritten Unit Price One thousand dollars and zero cents						
Total of All Bid Prices Schedule A	19	Construction Survey	LS	1	\$20,000.00	\$20,000.00
Handwritten Total Bid Price Schedule A Handwritten Unit Price Twenty thousand dollars and zero cents						
Total of All Bid Prices Schedule A						\$612,655.00
Handwritten Total Bid Price Schedule A Six hundred twelve thousand six hundred fifty five dollars and zero cents						

Schedule B: Work on Airport Road

Spec.	Item #	Description	Units	Estimated Quantity	Bid Unit Price	Bid Price
2010.4.1.A	1	Mobilization	LS	1	\$6,000.00	\$6,000.00
Handwritten Unit Price Six thousand dollars and zero cents						
307.4.1.F.1	2	Surface Restoration Type P	LF	235	\$100.00	\$23,500.00
Handwritten Unit Price One hundred dollars and zero cents						
401.4.1.A.1	3	Water Main Pipe, 8" - Type C900	LF	193	\$100.00	\$19,300.00
Handwritten Unit Price One hundred dollars and zero cents						
402.4.1.A.2	4	Valve, 8" - Resilient Seated Gate Valve	EA	1	\$2,500.00	\$2,500.00
Handwritten Unit Price Two thousand five hundred dollars and zero cents						
501.4.1.B.2	5	Gravity Sewer Pipe - 8" - ASTM D 3034	LF	198	\$130.00	\$25,740.00
Handwritten Unit Price One hundred and thirty dollars zero cents						
1103.4.1.A.1	6	Traffic Control	LS	1	\$1,000.00	\$1,000.00
Handwritten Unit Price						

Special Prov.	7	Construction Survey	LS	1	\$3,000.00	\$3,000.00
Handwritten Unit Price		Three thousand dollars and zero cents				
Total of All Bid Prices Schedule B						\$81,040.00
Handwritten Unit Price Schedule B		Eighty one thousand and forty dollars and zero cents				

Unit Prices have been computed in accordance with Paragraph 11.03.B of the General Conditions. Bidder acknowledges that estimated quantities are not guaranteed and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

ARTICLE 6— TIME OF COMPLETION

6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

6.03 Bidder agrees to comply with Oregon ORS 279C.830(1)(c); OAR 839-025-0020(5)(a) and file public Works bond with the Construction Contractors Board and pay prevailing wages during the duration of the project.

ARTICLE 7— ATTACHMENTS TO THIS BID

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

A. Required Bid security as per Article 8 of Instructions to Bidder

B. Bidder shall include in his/her Bid the name, or names and address, or addresses, and Oregon Contractor License Numbers. 63434.

C. In addition all First-Tier Subcontractors must be submitted BOIL Form WH-179 on the advertised bid closing date and within two working hours after the advertised bid closing time.

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

E. State of Oregon Contractor License with a Public Works Bond (If Exempt for Bond provide CCB letter for exempt), CCB ID No. 63434

ARTICLE 8— DEFINED TERMS

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

ARTICLE 9— BID SUBMITFAL

9.01 This Bid is submitted by:

If Bidder is:

An Individual

Name (typed or printed): _____

By: _____
(Individual's signature)

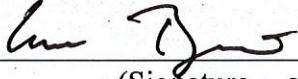
Doing business as: _____

A Partnership

Partnership Name: _____

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

Name (typed or printed): _____

A CorporationCorporation Name: Tapani Inc. (SEAL)State of Incorporation: WashingtonType (General Business, Professional, Service, Limited Liability): ServiceBy: 
(Signature -- attach evidence of authority to sign)Name (typed or printed): Lance TapaniTitle: Lead Estimator/Owner
(CORPORATE SEAL)Attest  Kevin TapaniDate of Qualification to do business in Oregon is 1 / 24 / 1990

A Joint Venture

Name of Joint Venture: _____

First Joint Venture Name: _____ (SEAL)

By: _____
(Signature of first joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Second Joint Venture Name: _____ (SEAL)

By: _____
(Signature of second joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Each joint venture must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.

Bidder's Business Address 1705 SE 9th Avenue, Battle Ground, WA 98604Phone No. 360-687-1148 Fax No. 360-687-7968E-mail lancet@tapani.comSUBMITTED on April 18, 20 24



FIRST-TIER SUBCONTRACTOR DISCLOSURE

PROJECT NAME: BLM Way Public Improvements Project

BID #: 9041859

BID CLOSING: Date: 4/18/2024 Time: 3:00 PM

This form must be submitted at the location specified in the Invitation to Bid on the advertised bid closing date and within two working hours after the advertised bid closing time.

List below the name of each subcontractor that will be furnishing labor or will be furnishing labor and materials and that is required to be disclosed, the category of work that the subcontractor will be performing and the dollar value of the subcontract. Enter "NONE" if there are no subcontractors that need to be disclosed. (ATTACH ADDITIONAL SHEETS IF NEEDED.)

NAME	DOLLAR VALUE	CATEGORY OF WORK
(1) SUNROC CORPORATION	\$ 61,764.00	Asphalt Paving
(2) LaRusso Concrete Inc	\$ 42,517.00	Concrete
(3)	\$	
(4)	\$	
(5)	\$	
(6)	\$	
(7)	\$	
(8)	\$	
(9)	\$	

Failure to submit this form by the disclosure deadline will result in a non-responsive bid. A non-responsive bid will not be considered for award.

Form submitted by (bidder name): Tapani Inc.

Contact name: Lance Tapani

Phone no.: (360) 687-1148

ORS 279C.370 First-tier subcontractor disclosure. (1)(a) Within two working hours after the date and time of the deadline when bids are due to a contracting agency for a public improvement contract, a bidder shall submit to the contracting agency a disclosure of the first-tier subcontractors that:

- Will be furnishing labor or will be furnishing labor and materials in connection with the public improvement contract; and
- Will have a contract value that is equal to or greater than five percent of the total project bid or \$15,000, whichever is greater, or \$350,000 regardless of the percentage of the total project bid.
 - For each contract to which this subsection applies, the contracting agency shall designate a deadline for submission of bids that has a date on a Tuesday, Wednesday or Thursday and a time between 2 p.m. and 5 p.m., except that this paragraph does not apply to public contracts for maintenance or construction of highways, bridges or other transportation facilities.
 - This subsection applies only to public improvement contracts ("projects") with a value, estimated by the contracting agency, of more than \$100,000.
 - This subsection does not apply to public improvement contracts (1) of this section must include the name of each subcontractor, the category of work that each subcontractor will perform and the dollar value of each subcontract. The information shall be disclosed in substantially the following [above] form:
- The disclosure of first-tier subcontractors under subsection (1) of this section must include the following [above] form:
- A contracting agency shall accept the subcontractor disclosure. The contracting agency shall consider the bid of any contractor that does not submit a subcontractor disclosure to the contracting agency to be a non-responsive bid and may not award the contract to the contractor. A contracting agency is not required to determine the accuracy or the completeness of the subcontractor disclosure.
- After the bids are opened, the subcontractor disclosures must be made available for public inspection.
- A contractor may substitute a first-tier subcontractor under the provisions of ORS 279C.585.
- A subcontractor may file a complaint under ORS 279C.590 based on the disclosure requirements of subsection (1) of this section.

WH-179 (08-10-10)

FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM

PROJECT NAME: BLM Way Public Improvement Project PERFORMANCE BOND

Page 1 of 2

PERFORMANCE BOND

Page 1 of 2

BID #: 9041859

BID CLOSING: Date: 4/18/24 Time: 3:00 PM

This form must be submitted at the location specified in the Invitation to Bid on the advertised bid closing date and within two working hours after the advertised bid closing time.

List below the name of each subcontractor that will be furnishing labor or will be furnishing labor and materials and that is required to be disclosed, the category of work that the subcontractor will be performing and the dollar value of the subcontract. Enter "NONE" if there are no subcontractors that need to be disclosed. (ATTACH ADDITIONAL SHEETS IF NEEDED.)

NAME	DOLLAR VALUE	CATEGORY OF WORK
1) <u>SUNROC CORPORATION</u>	\$ <u>61,764.00</u>	<u>Asphalt Paving</u>
2) <u>LaRusso Concrete Inc</u>	\$ <u>42,517.00</u>	<u>Concrete</u>
3) _____	\$ _____	_____
4) _____	\$ _____	_____

Failure to submit this form by the disclosure deadline will result in a nonresponsive bid. A nonresponsive bid will not be considered for award.

Form submitted by (bidder name):

Tapani Inc.

Contact name: Lance Tapani

Phone no.: (360) 687-1148

(3) A contracting agency shall accept the subcontractor disclosure. The contracting agency shall consider the bid of any contractor that does not submit a subcontractor disclosure to the contracting agency to be a nonresponsive bid and may not award the contract to the contractor. A contracting agency is not required to determine the accuracy or the completeness of the subcontractor disclosure.

(4) After the bids are opened, the subcontractor disclosures must be made available for public inspection.

(5) A contractor may substitute a first-tier subcontractor under the provisions of ORS 279C.585.

FIRST -TIER SUBCONTRACTORS

Page 1 of 2

(6) A subcontractor may file a complaint under ORS 279C.590 based on the disclosure requirements of subsection (1) of this section. [2003 c.794 §116; 2005 c.103 §16]

BID BOND

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

BIDDER (Name and Address):

Tapani, Inc.
PO Box 1900, Battle Ground, WA 98604

SURETY (Name and Address of Principal Place of Business):

Travelers Casualty and Surety Company of America
One Tower Square, Hartford, CT 06813

OWNER (Name and Address):

City of Ontario
1551 NW 9th St., Ontario, OR 97914

BID

Bid Due Date: April 18, 2024

Description (Project Name and Include Location): BLM Way Public Improvements
Ontario Airport, Ontario, OR

BOND

Bond Number: N/A

Date (Not earlier than Bid due date): April 11, 2024

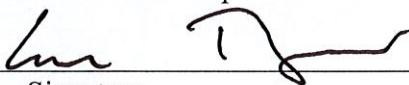
Penal sum Five Percent of Total Amount Bid--- \$ 5% of Bid---
(Written in Words) (Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

BIDDER

Tapani, Inc. (Seal)

Bidder's Name and Corporate Seal

By: 

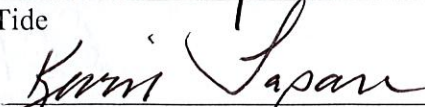
Signature

Lance Tapani

Print Name

Lead Estimator / owner

Title

Attest: 

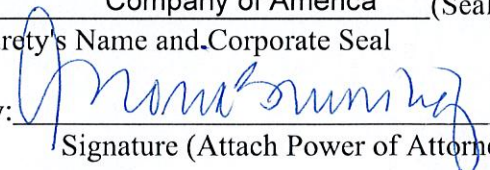
Signature

VP, Secretary

Title

SURETY Travelers Casualty and Surety
Company of America (Seal)

Surety's Name and Corporate Seal

By: 

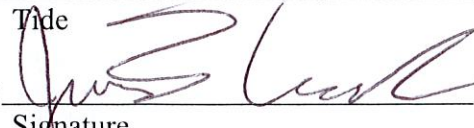
Signature (Attach Power of Attorney)

Gloria Bruning

Print Name

Attorney-in-fact

Title

Attest: 

Signature

Agent-Witness for Surety

Title

Note: Above addresses are to be used for giving any required notice. Provide execution by any additional parties, such as joint ventures, if necessary.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
 - 3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2 All Bids are rejected by Owner, or
 - 3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

TRAVELERS
Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Gloria Bruning** of **PORTLAND, Oregon**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, 2021.



State of Connecticut

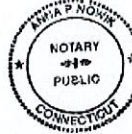
City of Hartford ss.

By: _____

Robert L. Raney, Senior Vice President

On this the **21st** day of **April**, 2021, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, 2026

 Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **11th** day of **April**, 2024

 Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.

Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.



915 SW 3rd Avenue
Ontario, OR 97914
(541) 889-9555
Fax: 541-889-0768

Ontario's application for the Residential Housing Rehabilitation program is due September 30, 2024. Funding would provide rehabilitation to at least 20 homes of low-moderate income homeowners.

Published on June 1, 2024 in both Spanish and English.

Public Notice and Notice of Public Hearing

The City of Ontario is eligible to apply for a 2024 Community Development Block Grant from the Business Oregon. Community Development Block Grant funds come from the U.S. Department of Housing and Urban Development. The grants can be used for public facilities and housing improvements, primarily for persons with low and moderate incomes.

Approximately \$12 million will be awarded to Oregon non-metropolitan cities and counties in 2024. The maximum grant that a city or county can receive is \$400,000.00.

The City of Ontario is preparing an application for a 2024 Community Development Block Grant from the Business Oregon for the Malheur Residential Housing Rehabilitation Program in Malheur County to rehabilitate owner occupied homes of low to moderate income homeowners. It is estimated that the proposed project will benefit at least 40 persons, of whom 100% will be low or moderate income.

A public hearing will be held by the Ontario City Council at 6:00 p.m. on June 11th in the Council Chambers at Ontario City Hall. The purpose of this hearing is for the city council to obtain citizen views and to respond to questions and comments about: community development and housing needs, especially the needs of low- and moderate-income persons, as well as other needs in the community that might be assisted with a Community Development Block Grant project; and the proposed project.

Written comments are also welcome and must be received by June 10th at noon at City Hall, 444 SW 4th Street. Both oral and written comments will be considered by the city council in deciding whether to apply.

The location of the hearing is accessible to persons with disabilities. Please contact City Hall at 541-881-3201 if you will need any special accommodation to attend or participate in the meeting.

More information about Oregon Community Development Block Grants, the proposed project, and records about the City of Ontario past use of Community Development Block Grant funds is available for public review at City Hall 444 SW 4th Street during regular office hours. Advance notice is requested. If special accommodation is needed, please notify City Hall at 541-881-3201 so that appropriate assistance can be provided.

Permanent involuntary displacement of persons or businesses is not anticipated as a result from the proposed project. If displacement becomes necessary, alternatives will be examined to minimize the displacement and provide required/reasonable benefits to those displaced. Any low- and moderate-income housing that is demolished or converted to another use will be replaced.

To attend by zoom use the following link <https://zoom.us/j/2115424962>. These calls will be recorded and videotaped for public record.

Publish date: June 1, 2024

Chapter 12 – Housing Rehabilitation

Business Oregon will finance low- and moderate-income owner-occupied, single family housing rehabilitation projects through awards granted to city/county applicants. The applicant will sub-grant the funds to eligible non-profits who serve a locally determined regional service area. The department offers two types of housing rehabilitation assistance:

Type 1–Regional Housing Rehabilitation Revolving Loan Fund—A regional revolving loan fund that provides loans to low- and moderate-income homeowners to repair their owner-occupied homes, using construction contractors licensed by the Oregon Construction Contractors Board (CCB) and the Oregon Corporate Division.

Type 2–Regional Housing Rehabilitation Grant Fund—A fund that provides grants to low- and moderate-income homeowners to repair their owner-occupied homes, using construction contractors licensed by the Oregon Construction Contractors Board (CCB) and the Oregon Corporate Division.

Incentive to Type 1 or Type 2 – Applicant can request an additional \$100,000, increasing the maximum amount allowable for housing rehabilitation to \$500,000 with one exception—the additional funds must be dedicated to income qualified, single-family homeowners to provide repairs to owner-occupied homes in manufactured parks. Applicant must outline how the funds will be tracked separately from the initial \$400,000 award showing project implementation, disbursement schedule and deliverables. Remaining programmatic requirements will remain the same and funds for Grant Administration, Program Management, Environmental Review, and other associated project costs will not increase.

Note: A sole proprietor contractor does not have to be registered with the Oregon Corporate Division's Business Registry unless they are using an assumed business name.

General Description

City/County applicants must sub-grant the funds to a 501(c)(3) or (c)(4) nonprofit organization that is eligible under 105(a)(15) of the Housing and Community Development Act (HCDA) to carry-out housing rehabilitation activities.

Under Type 1—The original eligible non-profit that receives the CDBG sub-grant from the local government must own and administer all the loan repayments and interest earnings, associated with the CDBG funded housing rehabilitation revolving loan fund program. Income generated by the CDBG loans originated from the award (repayments and interest earnings) must be repaid to the same original eligible non-profit which met the requirements of 105(a)(15) of the HCDA. The generated income must be used for the continuance of the housing rehabilitation activities or other eligible neighborhood revitalization, community economic development, or energy conservation projects in accordance with 105(a)(15) of the HCDA.

Under Type 2—There will be no income generated since the funding assistance to the low- and moderate-income homeowners will be in the form of a grant, not a loan.

Joint Projects

A combination of cities and counties can be involved in a regional or joint project. However, only one jurisdiction can be the applicant in the given CDBG program year. The jurisdiction that applies and receives an award incurs the responsibility for the CDBG funds. Joint applications submitted for review in which two or more units of local government are equally responsible will not be accepted. Either jurisdiction may take the lead and still allow the

funds to be used in all jurisdictions as outlined in the Intergovernmental Agreement (IGA) or other Business Oregon approved form of local government agreement for the region.

Intergovernmental Agreement (IGA)

The service area of the proposed housing rehabilitation project must be clearly defined and acknowledged by all the participating jurisdictions through an IGA or other Business Oregon approved form of local government agreement. The IGA must be signed by all participating jurisdictions.

At a minimum, the applicant must partner with at least two other city/county jurisdictions to form a regional housing rehabilitation program. At a minimum, the agreement must clearly define:

- The lead applicant.
- The participating city/county jurisdictions.
- The eligible 105(a)(15) non-profit organization that will be carrying-out the housing rehabilitation program on behalf of the lead applicant; and
- A clear description of the area to be served with the requested grant. All activities funded with CDBG funds must be within the defined service area contained in the IGA.

NOTE: The IGA does not apply to any income (repayments and interest earnings) generated by the loans under the Type 1 grants.

Maximum Grant Amount

The maximum CDBG grant in this category is \$400,000. A regional housing rehabilitation program area may only apply for one Type 1 or Type 2 award once per year. If the program will be servicing manufactured homes the application can include an additional \$100,000 request.

Project Timeline

All the initial loans/grants from the CDBG funded housing rehabilitation award must be made within 24 months after execution of the funding contract with Business Oregon. Any unobligated funds, in the CDBG award **will** be recaptured by the state after 24 months.

Matching Funds Requirement

There is no minimum match requirement.

If matching funds are included in the project budget and necessary to complete the project, it must be in the form of cash only. All project funds necessary to complete the proposed project must be available and committed at the time the application is received by the department. Refer to the "Readiness to Proceed" definition in Chapter 5 for more details. No in-kind services or costs are allowed as match.

National Objective

All housing rehabilitation projects must meet the housing/direct benefit federal national objective as identified in 24 CFR 570.483(b)(3). One hundred percent (100%) of the benefitted owner-occupied household occupants must have incomes below the federal low- and moderate-income limit (80% of the median household income as adjusted by household size). Refer to Chapter 3 for more information.

Financial Review

During staff review of the application, if direct and clear evidence is obtained by the department that the CDBG funds are not needed and that the project can or will be carried out by the applicant or non-profit sub-grantee, whether or not the funding is awarded, the application will not be rated and ranked or recommended for an award.

Program Structure

Community Development Block Grant funds are regulated by 24 CFR Part 570.489(e)(2)(ii). The city/county grant recipient is required to:

- Enter into a sub-grant agreement with an eligible nonprofit organization meeting the requirements of the Housing and Community Development Act 105 (a) (15) to carry out the housing rehabilitation activities.
- The (sub-grantee) eligible non-profit organization must carry out the housing rehabilitation activities on behalf of the grant recipient. The city/county grant recipient retains ultimate responsibility for compliance with all state and federal program requirements and must ensure the (sub-grantee) eligible non-profit adheres to these requirements.
- The eligible non-profit is in control of all decisions regarding the Community Development Block Grant funds. The nonprofit may undertake all activities or may utilize a professional services agreement to accomplish grant administration and limited program management work.
- **Type 1**—The original (sub-grantee) eligible non-profit organization must be the owner and lender of all loans against the property title, responsible for all loan and program decisions and must comply with all federal and state rules and statutes. All loan repayments must be received and re-conveyed by the original (sub-grantee) eligible non-profit certified under 105(a)(15) of the HCDA. The (sub-grantee) eligible non-profit will use the funds to support housing needs in accordance with the requirements of 105(a)(15) of the HCDA for continuance of the housing rehabilitation activities or neighborhood revitalization, community economic development, or energy conservation projects.
- **Type 2**—The (sub-grantee) eligible non-profit must award all funds in the form of grants to qualified homeowners.
- **Energy efficiency** – Programs are encouraged to use energy efficiency standards or materials for each of the homes receiving a benefit. The program policies and procedures must provide detail as to how the program will use energy efficient practices. Some examples of energy efficient practices include but are not limited to;
 - Effective Insulation
 - High performing windows
 - Sealing holes and cracks in the envelope of the home
 - Sealing holes and cracks in the ducting
 - Using energy star appliances, water heaters, etc.

Eligible Homes

All of the single-family owner-occupied housing units must have had a HUD, Section 8, housing quality standards evaluation that resulted in substandard conditions.

Under the Type 2 Regional Housing Rehabilitation Grant Fund, the (sub-grantee) eligible non-profit may award grant funds to low- and moderate-income homeowners who own their manufactured home and reside in mobile home parks (except as noted below for pre-1977 mobile homes).

HUD prohibits the use of CDBG funds to repair or rehabilitate any manufactured home made before June 15, 1976. Therefore, the state CDBG program prohibits the expenditure of any CDBG funds to rehabilitate a pre-1977 manufactured home. While replacement or substantial reconstruction of a pre-1977 mobile home is allowed by regulation, it will not be allowed as an eligible activity under the state's CDBG program due to the cost prohibitive nature and complexity of the program. De-federalized funds from previous housing rehabilitation revolving loan fund awards could be used for this purpose.

Eligible Activities

The following table summarizes the eligible activities, the maximum amount allowed for each activity in the original grant from Business Oregon, and the requirements for future loan repayments.

Eligible Activities	Maximum Allowed in Original Grant from Business Oregon	Maximum based on \$400,000 grant request	"De-Federalized" Loan Re-payments Requirements (Type 1 projects)
Grant Administration: Work related to overall grant management, coordination, monitoring, and evaluation. Meeting the grant contract requirements and federal requirements. Refer to Chapter 5 for more details.	Maximum allowed 10% of the requested grant, but no more than \$25,000.	\$25,000	No federal requirements.
Program Management*: Work related to carrying out housing rehabilitation activities, working directly with the LMI clients; such as: screening applicants, processing loans/grants, and loan servicing. Program management is considered direct service to clients. Refer to Chapter 5 for more details.	Up to 20% of the award, plus an additional \$20,000 can be used for the combined costs of program management and grant administration. Of this amount, no more than \$25,000 can be for grant administration, the remainder must be used for program management.	\$75,000 Calculated as follows: $20\% \times \$400,000 = \$80,000$ $\$80,000 + \$20,000 = \$100,000$ $\$100,000 - \$25,000 = \$75,000$	A maximum of 20% of the annual loan repayments and interest earnings.
Environmental Review—Refer to Chapter 3 of the Grant Management Handbook for more details.	Up to \$20,000 per project	\$20,000	No federal requirements.
LEP Translation Services —Refer to Chapter 5 for details.	Up to \$3,000 per project	\$3,000	No federal requirements.
Legal	There is no maximum limit	There is no maximum limit	None
Audit	Refer to Chapter 5 for details	Refer to Chapter 5 for details	No federal requirements.
Activities 1) Eligible health and safety activities including lead, septic tanks, and private sewer lines and drainfields, private water lines and wells, and asbestos tests, inspections, and assessments. 2) Improvements necessary to fulfill reasonable accommodation requests. 3) Construction, rehabilitation, reconstruction, or the installations of improvements to upgrade substandard electrical, plumbing, roofing, siding, insulation, weatherization, heating systems, water heaters, and dry rot repairs. 4) Purchase and installation of equipment that is an integral structural fixture. (Items not normally removed from the home, light fixtures and built-in appliances.) 5) Substantial Rehabilitation which could exceed the 50% market value of a home. The scope must include code concerns. Policies must clearly define substantial rehabilitation. 6) Repairs to manufactured homes	Maximum Grant \$400,000 less the items listed above. Eligible for additional \$100,000	\$295,000, less costs for legal, audit, and LEP	The loan repayments and interest earnings less the allowance for program management can be used for either continuing the HRRLF or they can be used for other community economic development, energy conservation and/or neighborhood revitalization projects, as allowed by 105(a)(15) of the HCDA.

Program management services are performed by the sub-grantee for the city or county grant recipient. Sub-grantees typically develop or prepare such items as: application procedures, process applications, verification of program eligibility, notices of loan approvals, filing of trust deeds, construction oversight, owner's certification that improvements were accepted, and other necessary documents.

Ineligible Activities

- No indirect costs are allowed under the program.
- Costs associated with providing regional housing center services.
- Any equipment that is not fixed and structurally integral to the residence such as: washing machines, clothes dryers, freezers, and window-mounted air conditioners.
- Fees that are considered part of the program management costs already reimbursed with CDBG funds:
 - Application fee
 - Credit Report fee
 - Loan origination fee
 - Loan Servicing fee
 - Grant Processing fee
 - Homeowner training class fees
 - General home inspection fees by the eligible sub-grantee
 - Miscellaneous fees that are undefined or are considered program management activities already being paid for with CDBG funds. Consult the department's RPM about the eligibility of these fees.
 - All fees need to be reviewed and approved by Business Oregon's RPM for an eligibility determination with the CDBG program requirements and for compliance with the amended program income requirements enacted on May 23, 2012.

Sub-Grant

The city or county grant recipient enters into a sub-grant agreement with an **eligible nonprofit organization** to implement and **carryout** the housing rehabilitation activities. **All federal CDBG compliance requirements assigned to the (sub-grantee) eligible non-profit remain the obligation of the original city/county funding recipient until administrative closeout of the CDBG grant with the state.** No formal procurement process is necessary by the city or county when the funding recipient sub-grants the funds to an eligible non-profit.

Eligible Nonprofit (sub-grantee)

The nonprofit must meet the following requirements of a sub-grantee by the department:

- Documentation from the Internal Revenue Service (IRS) that certifies the nonprofit organization is organized under 501(c)(3) or (c)4 of the IRS Code.
- Documentation that the organization must have as one of its primary purposes (as outlined in its bylaws, article of incorporation or charter) to provide affordable housing that is decent, safe and sanitary for low- and moderate-income Oregonians.
- Documentation that the organization serves the development needs of the communities in the non-entitlement areas of the state and is carrying out a neighborhood revitalization, community economic development, or energy conservation project in accordance with 105(a)(15) of the HCDA.
- Provide a copy of their reasonable accommodation policies.
- The sub-granted nonprofit must comply with all CDBG requirements.
- The sub-granted nonprofit must approve all loans and be named as the lender of the loans against property titles or be the grantor of all grants and owner of all the grant agreements/contracts.
- All loan repayments must be received and reconveyed by the original sub-granted non-profit.

Program Implementation

The original sub-granted non-profit must implement and manage the housing rehabilitation project.

- The sub-granted nonprofit is responsible for implementing the housing rehabilitation activities and will be the owner of all program policies and procedures.
- The sub-granted non-profit will be responsible for these minimum activities:
 - All final loan/grant decisions, owner of all loan portfolios, owner of all grant agreements/contracts, compliance with all CDBG requirements, owner of future loans and repayments, and final accountability for all CDBG funds.
 - Lender of all the loans and grantor of all grants.
 - **Type 1 only**—All loan repayments must be received and owned by the original eligible non-profit. Loans made by the sub-granted non-profit cannot be sold or transferred.
 - **Type 1 only**—The subsequent loan repayments are not subject to the program income requirements as long as the sub-granted non-profit uses the funds to continue the housing rehabilitation revolving loan fund program or uses them for other community economic development, energy conservation and/or neighborhood revitalization projects, as allowed by 105(a)(15) of the HCDA.
 - The grants and initial loans must be used for activities that will meet the CDBG low and moderate housing direct national objective CFR 570.483(b)(3).

Reasonable Accommodation Policies

As federally required, each sub-grantee (eligible non-profit) must have reasonable accommodation policies. A copy of their reasonable accommodation policies must be submitted with the application.

Lead-Based Paint

All applicants must demonstrate how the rehabilitation work will be conducted in accordance with the Lead Based Paint Poisoning Prevention Act and HUD implementing regulations at 24 CFR 570.487(c) and any subsequent amendments. Effective September 15, 2000, revisions to the Lead Based Paint regulations 24 CFR Part 35 were implemented. More information about these requirements can be found in the Grant Management Handbook.

Entitlement Area Review

State Community Development Block Grant resources cannot be used to benefit entitlement counties and cities. If the geographic area served by the sub-grantee (eligible non-profit) Housing Rehabilitation Program contains an entitlement county or city (entitlements include the counties of; Marion, Multnomah, Washington, and Clackamas, and the cities of Albany, Ashland, Beaverton, Bend, Corvallis, Eugene, Grants Pass, Gresham, Hillsboro, Medford, Portland, Redmond, Salem, and Springfield) within their service area that applicant must provide documentation to satisfy the following with the application:

- Documentation of the screening procedures, forms and policies used to determine if the beneficiaries of the Housing Rehabilitation activities are entitlement or non-entitlement residents.
- Documentation that ensures that CDBG funds are only benefitting non-entitlement residents.

TYPE 1—Additional Requirements

Eligible Non-Profit Asset Reversion

If for some reason the original eligible non-profit dissolves or is re-organized under state law and an asset reversion occurs, contact Business Oregon for assistance. An asset reversion could change the federal identity of these funds.

De-Federalization of Loan Repayments

The housing rehabilitation revolving loan fund category is designed under 105(a)(15) of the HCDA so the loan repayments lose their federal identify (de-federalized) as long as the income generated by the loan repayments and interest earnings continue to be used by the original sub-grantee (eligible non-profit) to continue housing rehabilitation activities, provide neighborhood revitalization, community economic development, or energy conservation projects.

This section is meant as a guide to assist applicants and sub-grantee (eligible non-profit) in pursuing this outcome. By not following this guide an entity risk failing to de-federalize their repaid funds resulting in the retroactive application of HUD rules on all expenditure of these repaid funds.

1. A city/county grant recipient must sub-grant the CDBG funds to a 105(a)(15) HCDA-eligible nonprofit entity.
2. The sub-grantee (eligible non-profit) entity will carry out the program with its own staff or, will contract for professional staff (enter into a **professional services agreement**), or a combination of the two.
3. A **professional services agreement** between the sub-grantee (eligible non-profit) and the professional services provider for grant administration and limited program management is acceptable to Business Oregon and must be entered into for any contracted staff. This contract must:
 - Pay for eligible CDBG expenses on a reimbursement basis. This basis may be by the hour, by the number of successfully completed rehabilitation projects, or lump sum,
 - Clearly define the roles and responsibilities of the professional services covered by the agreement,
 - Direct the contracted staff to follow the policies and procedures set by the sub-grantee (eligible non-profit),
 - Clearly define the sub-grantee (eligible non-profit) as the final authority for all decisions pertaining to the housing rehabilitation activities.
- The sub-grantee (eligible non-profit) must retain control of the funds, manage the bank accounts and disbursements through its Secretary/Treasurer, even if it has no employed staff. The non-profit board must retain approval authority for all expenditures.
- The composition of the sub-grantee (eligible non-profit) board must be established as outlined in the By-laws and Articles of Incorporation of the eligible non-profit entity, cannot be comprised substantially of individuals of any one government agency to where it contains a quorum of any one government entity and must be independent and void of any conflict of interest with any government agency.
- The eligible sub-grantee (eligible non-profit) cannot relinquish its responsibility for the oversight and management of the CDBG funds.
- Contracts/agreements must be approved by Business Oregon to determine that the sub-grantee (eligible non-profit) entity is maintaining control and will carry out the activities as the active and responsible party of the CDBG funds.

Loan Portfolio Requirements

The state requires that loan portfolios will not be sold or transferred and that all loans must be repaid to the original sub-grantee (eligible non-profit) under 105(a)(15) of the Housing and Community Development Act.

Defaults

Business Oregon encourages the sub-grantee (eligible non-profit) to set-aside 10 percent of the loan receivables to cover legal remedies in pursuit of default collection.

Outcome and Performance Measures for Both Type 1 and Type 2 projects:

Decent affordable housing as a housing program that meets individual household needs is our objective. Sustainability as a project that promotes livability by improving neighborhoods is our desired outcome. The amount of money leveraged from other sources is also a factor. Each applicant must address how their project meets the objective(s), outcome(s), indicators, and performance measures identified below:

Objective	Outcome (Pick One)	Indicators	Performance Measures
Decent Affordable Housing	Sustainability/ Promoting Livable or Viable Communities	Number of owner-occupied units rehabilitated or improved: - Number using lead safe working practices (pre-1978 units, where \$5,000 or more of rehab work is to be completed and any lead safe practices were used.) - Number subsidized by federal, state, or local program - Number occupied by elderly (head of household or spouse aged 60 or older) - Number of units made handicapped accessible	Amount of money leveraged from other federal, state, local and private resources)
			Number of households assisted.
			Number of low- and moderate-income households served by the project.
			Number of communities assisted,
			Race, ethnicity, disability (current categories for beneficiary reporting still apply)
			Number of units rehabilitated

Certified Sub-grantee Program

To become a certified sub-grantee, a potential grantee must submit the required documentation identified within each funding category under "eligible nonprofit (sub grantee)" and evidence that the sub-grantee has a qualified grant administrator employed to manage the Community Development Block Grant sub-grants. In addition, each request from a sub-grantee also must contain a copy of their existing reasonable accommodation policies.

Within 30 days of receipt of the information identified above the agency will mail a certification letter to each sub-grantee, which will either certify the sub-grantee's eligibility or identify the items still needed for certification.

A certified sub-grantee will not have to resubmit the information identified in each funding category under "eligible nonprofit (sub-grantee)" with the application. They need only submit a copy of the state's certification with the application.

Sub-grantee certification expires 5 years after issuance or on the date the state becomes aware that the certified sub-grantee no longer has a qualified grant administrator employed or the nonprofits by laws, charter or other documents have been amended. If this occurs, the state will issue a letter to the sub-grantee revoking their certification. A sub-grantee can become re-certified once the deficiency(s) that caused the de-certification has been rectified and the appropriate documents submitted to the state for review and approval.

The following items must be submitted to complete the certification process:

- Certificate from the IRS regarding current nonprofit status.
- Articles of Incorporation – must include housing statement.
- By-Laws.
- Documentation that one of the organizations primary purposes is to provide decent, safe, sanitary affordable housing for LMI households.
- Documentation that the organization serves the development needs of the communities, neighborhood revitalization, community economic development, or energy conservation.
- Program policies, this should include reasonable accommodation, fair housing, LEP, record retention.
- Define service area.
- Organization must demonstrate capacity to run the Housing Rehabilitation Program.
- Documentation of all board members.
- Organization financial documents, include balance of revolving loan fund if applicable, and.
- All loan/grant documents that will be used to run the program.

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**AGENDA REPORT
PUBLIC HEARING
June 11, 2024**

To: Mayor and City Council

FROM: Dan Cummings, City Manager/Community Development Director

THROUGH: Danny K. Cummings, City Manager

SUBJECT: **ACCEPT RIGHT OF WAY FOR A PORTION OF NW 4TH AVENUE, PER
APPROVED PARTITION PLAT, APPROVED UNDER PLANNING ACTION 2023-
08-13 PTN**

DATE: June 4, 2024

PROPOSED MOTION:

I MOVE THE CITY COUNCIL TO ACCEPT THE DEDICATION OF RIGHT OF WAY FOR A PORTION OF NW 4TH AVENUE AS SHOWN ON THE ATTACHED PARTITION PLAT, SAID PARTITION BEING APPROVED BY AN ADMINISTRATIVE ACTION ON SEPTEMBER 23, 2023, UNDER PLANNING FILE 2023-08-13PTN, WITH EXTENSIONS GRANTED, AND AUTHORIZE THE MAYOR TO EXECUTE HER SIGNATURE ON THE FINAL PLAT ACCEPTING THE DEDICATION OF RIGHT OF WAY AS SHOWN ON SAID PLAT.

SUMMARY:

The City Council, who is the governing body for the City of Ontario, needs to accept the right of way of a portion of NW 4th Avenue as shown on the Plat attached as an exhibit to this report.

BACKGROUND:

The subject property has been subdivided by Ontario Industrial Light, LLC, into three lots with public right of way being dedicated along the northern border of the property. The action requires the dedication of public right of way for a portion of NW 4th Avenue.

CURRENT SITUATION:

Construction of all the public improvements will be done at a later date during development of the property. The Partition is ready to be finalized and the public right of way accepted by the City Council.

ANALYSIS:

- A. **STRATEGIC PLAN** This partition leads the way for future development in the area with the dedication of right of way to meet the Growth and Desirability portions of the City Council's Strategic Plan.

- B. **FINANCIAL** There is no financial cost to the city at this time other than normal maintenance of the city infrastructure developed and constructed on the property by the developer.
- C. **TIMING** This action needs to be completed and the right of way accepted.
- D. **POLICY/LEGAL** The City Council, under 10 B-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.

ALTERNATIVES:

The alternative could be to not accept the right of way.

The Council could, by motion, not accept the right of way offered for dedication and instruct the applicant to make the street private. These alternatives would not meet city codes for connectivity and existing public use of portions of the roads.

RECOMMENDATION:

Staff recommends that the Council approve the request for the dedication of the street right of way and authorize the Mayor to sign the Plat and acceptance of the right of ways as shown on the attached Plat.

ATTACHMENTS:

1. Castlewood Partition Plat 6-4-24

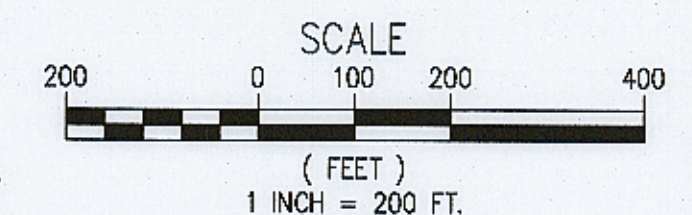
PARTITION PLAT NO.

LOCATED IN THE SOUTHWEST ONE-QUARTER OF SECTION 5, T. 18 S., R. 47 E., W.M.
CITY OF OREGON, MALHEUR COUNTY, OREGON
NOVEMBER 1, 2023

LEGEND:

- FOUND 5/8" REBAR
- ⊙ FOUND 5/8" REBAR W/ YPC "LS1190 LS2316"
- ⊙ FOUND IRON PIPE
- ⊙ FOUND BRASS CAP AS NOTED
- ◆ FOUND 5/8" REBAR WITH CAP AS NOTED
- SET 5/8" IRON ROD W/ YPC MARKED "WHPACIFIC" UNLESS OTHERWISE NOTED
- CALCULATED POINT
- () RECORDED DATA
- [] OREGON DEPT. OF TRANSPORTATION RIGHT-OF-WAY MAP DATA
- OFF: OFFSET
- "NF" NOT FOUND

- PROPERTY BOUNDARY LINE
- - - EASEMENT LINE
- - - RIGHT OF WAY LINE
- - - SECTION LINE
- - - ALIGNMENT CENTERLINE



EXACT COPY STATEMENT

I, TRAVIS P. FOSTER, HEREBY CERTIFY THAT THIS IS AN EXACT REPRODUCTION OF THE ORIGINAL.

Travis P. Foster
TRAVIS P. FOSTER, OR PLS 54264

REGISTERED
PROFESSIONAL
LAND SURVEYOR

Travis P. Foster
OREGON
JULY 9, 2002
TRAVIS P. FOSTER
54624

EXPIRES: 12/31/2025

MALHEUR COUNTY SURVEYOR
(ORS 209.250)

BY: _____

RECEIVED: 11/1/2023

FILED: _____

SURVEY NO. 18-47-1049

DWG. NO. B-01964

SURVEYED FOR: Ontario Industrial Light Campus, LLC

WHPacific

an NV5 Company
690 S Industry Way Suite 10
Meridian, ID 83642
208-342-5400
www.NV5.com

CHECKED BY: WAC	DWG FILE NO.: B000393	
DRAWN BY: RCL/TPF	FILENAME: B000393 V-PARTITION PLAT	JOB NO.: B000393.00
APPROVED BY: TPF	DATE: 4/12/2024	SHEET 1 OF 4

CERTIFICATE OF MALHEUR COUNTY RECORDER
STATE OF OREGON } s.s.
COUNTY OF MALHEUR }

NUMBER OF AFFIDAVITS OF VENDOR, MORTGAGE OR TRUST DEED HOLDER ATTACHED: _____

SURVEYORS NARRATIVE:

THE PURPOSE OF THIS SURVEY IS TO PARTITION THAT PROPERTY DESCRIBED IN VESTING DEED, INSTRUMENT NUMBER 2023-1357, MALHEUR COUNTY DEED RECORDS.

THE WEST PROPERTY LINE IS THE WEST LINE OF THE SOUTHWEST QUARTER OF SECTION 5.

THE NORTH PROPERTY LINE IS THE NORTH LINE OF THE SOUTHWEST QUARTER OF SECTION 5 LESS THE RIGHT OF WAY OF NW 4TH AVENUE.

THE EAST PROPERTY LINE IS THAT PORTION OF THE EAST LINE OF THE WEST HALF OF THE SOUTHWEST QUARTER LYING NORTHERLY OF THE VACATED PLAT OF WEST ACRES SUBDIVISION. A PORTION OF SAID EAST LINE ALSO LIES COINCIDENT WITH THE WEST LINE OF WATERFORD ESTATES SUBDIVISION, INSTRUMENT NO. 9702026 AND PLAZA SUBDIVISION, INSTRUMENT NO. 29483 IN BOOK 4 AT PAGE 14, MALHEUR COUNTY RECORDS.

THE SOUTHERLY LINES WERE ESTABLISHED HOLDING THE RESOLVED BOUNDARY OF THE VACATED PLAT OF WEST ACRES SUBDIVISION TOGETHER WITH THE TWO DEED EXCEPTIONS (INSTRUMENT NO. 2019-4382 AND INSTRUMENT NO. 2021-4618) AS SHOWN AND THE NORTHERLY RIGHT OF WAY OF SW 4TH AVENUE.

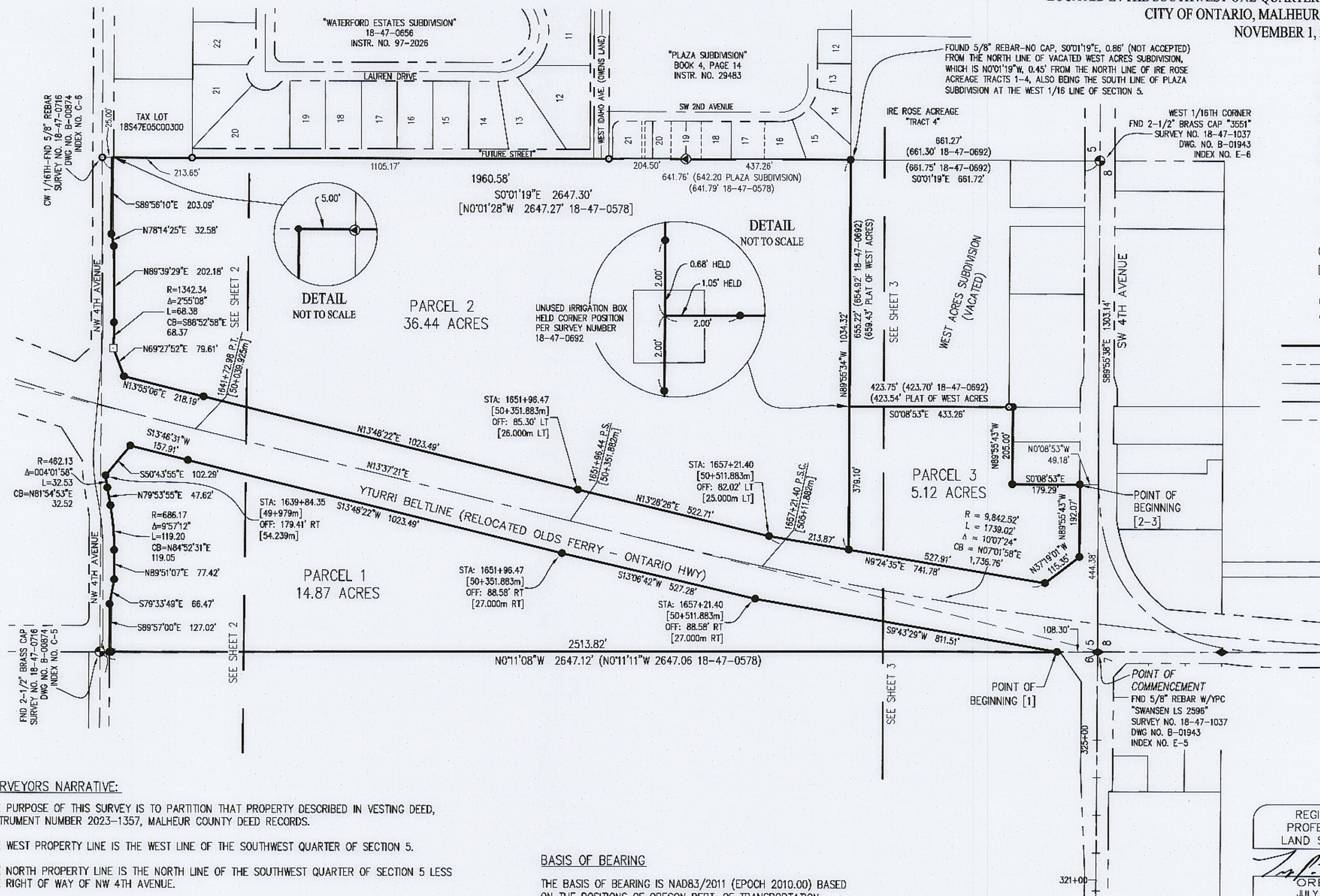
THE PROPERTY WAS BIFURCATED BY THE YTURRI BELTLINE HIGHWAY. OREGON DEPARTMENT OF TRANSPORTATION (ODOT) PERFORMED AND FILED A PRE-CONSTRUCTION RECORD OF SURVEY AND RIGHT OF WAY PLANS THAT ARE ON FILE AT ODOT. ODOT DID NOT MONUMENT ANY OF THE RIGHT OF WAYS OR CENTERLINES WHICH WERE USED FOR THE RIGHT OF WAY ACQUISITIONS AND EASEMENTS OF THIS NEW HIGHWAY. THE ADJACENT SECTION, QUARTER CORNERS, AND SIXTEENTH CORNERS WERE HELD TO ORIENTATE THE RECORD RIGHT OF WAY FEE ACQUISITIONS AND EASEMENT DESCRIPTIONS.

BASIS OF BEARING

THE BASIS OF BEARING IS NAD83/2011 (EPOCH 2010.00) BASED ON THE POSITIONS OF OREGON DEPT. OF TRANSPORTATION CONTROL AND BOUNDARY PLSS MONUMENTS SHOWN ON RIGHT-OF-WAY MAPS 10B-14-2 AND 10B-14-3. THE POSITIONS (LATITUDE AND LONGITUDE) OF THESE MONUMENTS WERE RE-PROJECTED TO THE OREGON COORDINATE REFERENCE SYSTEM, OREGON ZONE.

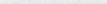
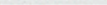
SHEET INDEX:

- SHEET 1 - PLAT BOUNDARY & NARRATIVE
- SHEET 2 - NW 4TH AVENUE DETAIL
- SHEET 3 - SW 4TH AVENUE DETAIL
- SHEET 4 - SIGNATURE PAGE, SURVEY CERTIFICATE REFERENCES



LOCATED IN THE SOUTHWEST ONE-QUARTER OF SECTION 5, T. 18 S., R. 47 E., W.M.
CITY OF ONTARIO, MALHEUR COUNTY, OREGON
NOVEMBER 1, 2023

- FOUND 5/8" REBAR
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RIGHT-OF-WAY MAP DATA
- OFF: OFFSET
- "NF" NOT FOUND

 PROPERTY BOUNDARY LINE
 EASEMENT LINE
 RIGHT OF WAY LINE
 SECTION LINE
 ALIGNMENT CENTERLINE



SCALE

100 0 50 100 200

(FEET)

1 INCH = 100 FT.

BY: _____
RECEIVED: 11/1/2023
FILED: _____
SURVEY NO. 18-47-1049
DWG. NO. B-01964

WHPacific

an NV5 Company
690 S Industry Way Suite 10
Meridian, ID 83642
208-342-5400
www.NV5.com

CHECKED BY: WAC	DWG FILE NO.: B000393	
DRAWN BY: RCL/TPF	FILENAME: B000393 V-PARTITION PLAT	JOB NO.: B000393.00
APPROVED BY: TPF	DATE: 4/12/2024	SHEET 2 OF 4

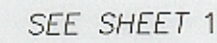
LINE TABLE		
LINE #	BEARING	DIST.
L1	N79°53'55"E	47.62'
L2	N0°03'50"E	0.72'

CURVE TABLE					
CURVE #	DELTA	RADIUS	LENGTH	CH. BEARING	CH. DIST.
C1	4°01'58"	462.13'	32.53'	S81°54'53"W	32.52'

I, TRAVIS P. FOSTER, HEREBY CERTIFY THAT THIS IS AN EXACT REPRODUCTION OF THE ORIGINAL.

TRAVIS P. FOSTER, OR PLS 54264

LOCATED IN THE SOUTHWEST ONE-QUARTER OF SECTION 5, T. 18 S., R. 47 E., W.M.
CITY OF ONTARIO, MALHEUR COUNTY, OREGON
NOVEMBER 1, 2023



SEE SHEET

FND 5/8" REBAR
(18-47-0271)
S76°12'29"E 0.30'
FROM CALCULATED POSITION

POINT OF
BEGINNING [1]

STA: 1664+69.82
[50+740.000m]
OFF: 88.58' LT
[27.000m LT]

N89°55'43"W 205.00'	
13.00' 00 DEED)	(9 05

92.00'
(92.00' DEED)
OREGON, CLIT

$$\frac{\text{"SF2" } 335 + 30.18}{[10-]} \text{"EXTG" } 751 + 17.75$$

E 1/16 SECT. 6/7
FND 5/8" REBAR

N89°45'08"W 1320.09' [1320.11 18-47-0605]

POINT OF COMMENCEMENT

PI YTURRI BELTLINE
1666+50.30 P.I.
[50+795.012m]
N. 282,455.61
E. 261,046.32
S0°07'42"E, 12.09'
FROM SECTION COR.

EXIG 745+08.75 P.C.S.

N0°08'53"W
 49.18'
 [748+28.79] =
 "EXTG" 748+51.17 P.O.T. AH
 [748+51.17]

N89°55'43"W "EXTG" "SF2" N89°55'38"W 1303.14'
SW 4TH AVENUE [N89°55'35"W 1303.11' 18-47-0966]

I, TRAVIS P. FOSTER, HEREBY CERTIFY THAT THIS IS AN EXACT REPRODUCTION OF THE ORIGINAL.

REGISTERED
PROFESSIONAL
LAND SURVEYOR

Travis P. Foster

OREGON
JULY 9, 2002
TRAVIS P. FOSTER
54624
EXPIRES: 12/31/2025

BY _____
RECEIVED _____ 11/1/2023
FILED: _____
SURVEY NO. _____ 18-47-1049
DWG. NO. _____ B-01964

WHPacific

an NV5 Company
690 S Industry Way Suite 10
Meridian, ID 83642
208-342-5400
www.NV5.com

www.NV5.com		
CHECKED BY: WAC	DWG FILE NO.: B000393	
DRAWN BY: RCL/TPF	FILENAME: B000393 V-PARTITION PLAT	JOB NO.: B000393.00
APPROVED BY: TPF	DATE: 4/12/2024	SHEET 3 OF 4

- FOUND 5/8" REBAR
- △ FOUND 5/8" REBAR W/ YPC "LS1190 LS2316"
- ◎ FOUND IRON PIPE
- ⊕ FOUND STEEL CAP AS NOTED
- ◆ FOUND 5/8" REBAR WITH CAP AS NOTED
- SET 5/8" IRON ROD W/YPC MARKED "WHPACIFIC"
UNLESS OTHERWISE NOTED
- CALCULATED POINT
- () RECORDED DATA
- [] OREGON DEPT. OF TRANSPORTATION
RIGHT-OF-WAY MAP DATA
- OFF: OFFSET
- "NF" NOT FOUND

- PROPERTY BOUNDARY LINE
- EASEMENT LINE
- RIGHT OF WAY LINE
- SECTION LINE
- ALIGNMENT CENTERLINE

MATCH LINE (THIS PAGE)

"LS 2596" "EXTG" 731+57.45 P.I.
N. 281,149.99
E. 261,049.25

30+00 NO 07° 36' W "EXTG"

*EXTG" 727+94.47	+ 1683+07.12 P.O.T. =
P.O.T.	*EXTG" 727+94.47
N. 280,787.01	P.O.T. - 0.04 RT
E. 261,050.05	N. 280,787.01
	E. 261,050.09

MATCH LINE (THIS PAGE)

PARTITION PLAT NO. _____

LOCATED IN THE SOUTHWEST ONE-QUARTER OF SECTION 5, T. 18 S., R. 47 E., W.M.
CITY OF ONTARIO, MALHEUR COUNTY, OREGON
NOVEMBER 1, 2023

REFERENCE SURVEYS:

MALHEUR COUNTY RECORD OF SURVEYS: 18-47-0006, 18-47-0030, 18-47-0047, 18-47-0052, 18-47-0121, 18-47-0271, 18-47-0461, 18-47-0500, 18-47-0539, 18-47-0540, 18-47-0546, 18-47-0549, 18-47-0578, 18-47-0645, 18-47-0687, 18-47-0692, 18-47-0716

MALHEUR COUNTY PARTITION PLAT: 18-47-0779, 18-47-0780, 18-47-0926, 18-47-0966, 18-47-0724, 18-47-0779, 18-47-0926, 18-47-1017

MALHEUR COUNTY SUBDIVISION: STELLING (18-47-0868), WAPATO WEST(18-47-1002), FWMT DEVELOPMENT COMMERCIAL SUBDIVISION 18-47-0842, WATERFORD ESTATES SUBDIVISION (18-47-0656), IRE ROSE ACREAGE, PLAZA SUBDIVISION

MALHEUR COUNTY DEED RECORDS: 2007-4755, 2021-4618, 2021-4827, 2004-4009, 2019-4382, 2023-2193

OREGON DEPARMENT OF TRANSPORTATION RIGHT OF WAY MAPS: 10C-51-17, 10B-14-2, 10B-14-3

APPROVALS

MALHEUR COUNTY SURVEYOR
APPROVED THIS _____ DAY OF _____, 2024

DERRICK MCKROLA, MALHEUR COUNTY SURVEYOR

MALHEUR COUNTY ASSESSOR
APPROVED THIS _____ DAY OF _____, 2024

DAVE INGRAM, MALHEUR COUNTY ASSESSOR

ONTARIO CITY PLANNING DEPARTMENT
APPROVED THIS _____ DAY OF _____, 2024

DAN K. CUMMINGS, ONTARIO CITY PLANNING DIRECTOR

RIGHT-OF-WAY ACCEPTANCE

THE CITY OF ONTARIO ACTING THROUGH ITS MAYOR HEREBY ACCEPTS ON BEHALF OF THE PUBLIC, THE ROADWAY DEDICATION AS SHOWN HEREON FOR PUBLIC ROADWAY PURPOSES.

DEBORAH K. FOLDEN, MAYOR - CITY OF ONTARIO, OREGON

EXACT COPY STATEMENT

I, TRAVIS P. FOSTER, HEREBY CERTIFY THAT THIS IS AN EXACT REPRODUCTION OF THE ORIGINAL.
Travis P. Foster
TRAVIS P. FOSTER, OR PLS 54264

REGISTERED
PROFESSIONAL
LAND SURVEYOR
Travis P. Foster
OREGON
JULY 9, 2002
TRAVIS P. FOSTER
54624
EXPIRES: 12/31/2025

MALHEUR COUNTY SURVEYOR
(ORS 209.250)
BY _____
RECEIVED 11/1/2023
FILED: _____
SURVEY NO. 18-47-1049
DWG. NO. B-01964

SURVEYED FOR: Ontario Industrial Light Campus, LLC

WHPacific
an NV5 Company
690 S Industry Way Suite 10
Meridian, ID 83642
208-342-5400
www.NV5.com

CHECKED BY: WAC	DWG FILE NO.: B000393	
DRAWN BY: RCL/TPF	FILENAME: B000393 V-PARTITION PLAT	JOB NO.: B000393.00
APPROVED BY: TPF	DATE: 4/12/2024	SHEET 4 OF 4

SURVEYOR'S CERTIFICATE

I, TRAVIS P. FOSTER, A REGISTERED PROFESSIONAL LAND SURVEYOR, HEREBY CERTIFY THAT I HAVE CORRECTLY SURVEYED AND MONUMENTED THE BOUNDARIES OF PARCELS 1, 2, AND 3 AS SHOWN HEREON IN ACCORDANCE WITH ORS CHAPTER 92, THAT THE POINT OF BEGINNING IS SHOWN ON THE MAP AND IS WITHIN THE REQUIREMENTS OF ORS 92.060(1), I CERTIFY THAT THE FIRST MONUMENT ESTABLISHING OR REESTABLISHING A BOUNDARY MONUMENT WAS PLACED ON 9/22/2023, THAT THE ADJOINING PROPERTY AND ALL PROPERTY ACCESSED IN THIS SURVEY WAS DONE IN ACCORDANCE WITH ORS 672.047, THAT THE SURVEY WAS MADE BY ME OR UNDER MY DIRECTION, THAT THE MONUMENTS ARE AS SHOWN, AND THAT THIS MAP IS A TRUE AND ACCURATE REPRESENTATION OF SAID SURVEY.

THE LAND BEING PARTITIONED IS DESCRIBED IN BARGAIN AND SALE DEED INSTRUMENT NO. 2023-1357, AS BEING PARCEL 1:

IN TWP 18S., R47E., W.M.;
SEC. 5. PART OF W1/2SW1/4, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 30 FEET NORTH OF THE SOUTHWEST CORNER OF SECTION 5, TWP. 18S., R47E., W.M.;
THENCE NORTH 2810 FEET;
THENCE EAST 1310 FEET;
THENCE SOUTH 1980 FEET;
THENCE WEST 660 FEET;
THENCE SOUTH 431.50 FEET;
THENCE WEST 205 FEET;
THENCE SOUTH 198.50 FEET;
THENCE WEST 445 FEET TO THE POINT OF BEGINNING, CONTAINING 68.01 ACRES; MORE OR LESS, TOGETHER WITH 34 SHARES OF THE CAPITAL STOCK OF THE OWYHEE DITCH COMPANY, AND THE GRANTOR'S PRO-RATA INTERS IN THE JOINTLY OWNED PIPE LINE SUPPLYING IRRIGATION WATER TO THE ABOVE DESCRIBED PROPERTY.

PER THIS SURVEY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL 1
COMMENCING AT THE SOUTHWEST CORNER OF SECTION 5, TOWNSHIP 18 SOUTH, RANGE 47 EAST, MONUMENTED WITH A 5/8" REBAR WITH YELLOW PLASTIC CAP MARKED "SWANSEN LS 2596" PER SURVEY NO. 18-47-1037, DWG. NO. B-01943, BEING INDEX NO. E-5; FROM WHICH THE WEST QUARTER CORNER OF SAID SECTION 5, MONUMENTED WITH A 2 1/2" BRASS CAP PER SURVEY NO. 18-47-0716, DWG. NO. B-00874, BEING INDEX NO. C-5, BEARS NORTH 0°11'08" WEST, A DISTANCE OF 2647.12 FEET;

THENCE NORTH 0°11'08" WEST, COINCIDENT WITH THE WEST LINE OF SAID SECTION 5, A DISTANCE OF 108.41 FEET TO A POINT OF INTERSECTION WITH SAID WEST LINE AND THE WESTERLY RIGHT-OF-WAY LINE OF HWY. 201 (YTURRI BELTLINE), ALSO BEING THE POINT OF BEGINNING [1];

THENCE NORTH 0°11'08" WEST, COINCIDENT WITH THE WEST LINE OF SAID SECTION 5, A DISTANCE OF 2513.82 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF NW 4TH AVENUE, SAID POINT BEING SOUTH 0°11'08" EAST, A DISTANCE OF 25.00 FEET FROM SAID WEST QUARTER CORNER OF SECTION 5;

THENCE COINCIDENT WITH SAID SOUTHERLY RIGHT-OF-WAY LINE FOR THE FOLLOWING SEVEN COURSES:

THENCE SOUTH 89°57'00" EAST, A DISTANCE OF 127.02 FEET;

THENCE SOUTH 79°33'49" EAST, A DISTANCE OF 66.47 FEET;

THENCE NORTH 89°51'07" EAST, A DISTANCE OF 77.42 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE LEFT;

THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, AN ARC DISTANCE OF 119.20 FEET, SAID CURVE HAVING A RADIUS OF 686.17 FEET, A CENTRAL ANGLE OF 09°57'12", AND A CHORD BEARING OF NORTH 84°52'31" EAST, A CHORD DISTANCE OF 119.05 FEET;

THENCE NORTH 79°53'55" EAST, A DISTANCE OF 47.62 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE RIGHT;

THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, AN ARC DISTANCE OF 32.53 FEET, SAID CURVE HAVING A RADIUS OF 462.13 FEET, A CENTRAL ANGLE OF 04°01'58", AND A CHORD BEARING OF NORTH 81°54'53" EAST, A CHORD DISTANCE OF 32.52 FEET;

THENCE SOUTH 50°43'55" EAST, A DISTANCE OF 102.29 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF SAID HWY. 201 (YTURRI BELTLINE);

THENCE COINCIDENT WITH SAID WESTERLY RIGHT-OF-WAY LINE FOR THE FOLLOWING FOUR COURSES:

THENCE SOUTH 13°46'31" WEST, A DISTANCE OF 157.91 FEET;

THENCE SOUTH 13°48'22" WEST, A DISTANCE OF 1023.49 FEET;

THENCE SOUTH 13°06'42" WEST, A DISTANCE OF 527.28 FEET;

THENCE SOUTH 09°43'29" WEST, A DISTANCE OF 811.51 FEET TO THE POINT OF BEGINNING;

SAID PARCEL 1 BEING 14.87 ACRES, MORE OR LESS.

TOGETHER WITH;

PARCEL 2 AND PARCEL 3
COMMENCING AT THE SOUTHWEST CORNER OF SECTION 5, TOWNSHIP 18 SOUTH, RANGE 47 EAST, MONUMENTED WITH A 5/8" REBAR WITH YELLOW PLASTIC CAP MARKED "SWANSEN LS 2596" PER SURVEY NO. 18-47-1037, DWG. NO. B-01943, BEING INDEX NO. E-5; FROM WHICH THE WEST SIXTEENTH CORNER OF SAID SECTION 5, MONUMENTED WITH A 2 1/2" BRASS CAP PER SURVEY NO. 18-47-1037, DWG. NO. B-01943, BEING INDEX NO. E-6, BEARS SOUTH 89°55'38" EAST, A DISTANCE OF 1303.14 FEET;

THENCE SOUTH 89°55'38" EAST, COINCIDENT WITH THE SOUTH LINE OF SAID SECTION 5, A DISTANCE OF 444.38 FEET;

THENCE NORTH 00°08'53" WEST, A DISTANCE OF 49.18 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF SW 4TH AVENUE AND THE POINT OF BEGINNING [2-3];

THENCE COINCIDENT WITH SAID NORTHERLY RIGHT-OF-WAY LINE FOR THE FOLLOWING TWO COURSES:

THENCE NORTH 89°55'43" WEST, A DISTANCE OF 192.07 FEET;

THENCE NORTH 37°19'01" WEST, A DISTANCE OF 115.35 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF HWY. 201 (YTURRI BELTLINE);

THENCE COINCIDENT WITH SAID EASTERLY RIGHT-OF-WAY LINE FOR THE FOLLOWING FOUR COURSES:

THENCE NORTH 09°24'35" EAST, A DISTANCE OF 741.78 FEET;

THENCE NORTH 13°28'26" EAST A DISTANCE OF 522.71 FEET;

THENCE NORTH 13°48'22" EAST, A DISTANCE OF 1023.49 FEET;

THENCE NORTH 13°55'06" EAST, A DISTANCE OF 218.19 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF NW 4TH AVENUE;

THENCE COINCIDENT WITH SAID SOUTHERLY RIGHT-OF-WAY LINE FOR THE FOLLOWING FIVE COURSES:

THENCE NORTH 69°27'52" EAST, A DISTANCE OF 79.61 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE LEFT;

THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, AN ARC DISTANCE OF 68.38 FEET, SAID CURVE HAVING A RADIUS OF 1342.34 FEET, A CENTRAL ANGLE OF 02°55'08", AND A CHORD BEARING OF SOUTH 88°52'58" EAST, A CHORD DISTANCE OF 68.37 FEET;

THENCE NORTH 89°39'29" EAST, A DISTANCE OF 202.18 FEET;

THENCE NORTH 78°14'25" EAST, A DISTANCE OF 32.58 FEET;

THENCE SOUTH 89°56'10" EAST, A DISTANCE OF 203.09 FEET TO THE EAST LINE OF THE WEST HALF OF THE SW QUARTER OF SAID SECTION 5, SAID POINT BEING SOUTH 00°01'19" EAST, A DISTANCE OF 25.00 FEET FROM THE CENTER WEST 1/16 CORNER OF SAID SECTION 5;

THENCE SOUTH 00°01'19" EAST, COINCIDENT WITH SAID EAST LINE, A DISTANCE OF 1960.58 FEET TO THE NORTH LINE OF VACATED WEST ACRES SUBDIVISION;

THENCE NORTH 89°55'34" WEST, COINCIDENT WITH SAID NORTH LINE, A DISTANCE OF 655.22 FEET TO THE WEST LINE OF SAID VACATED SUBDIVISION;

THENCE SOUTH 00°08'53" EAST, COINCIDENT WITH SAID WEST LINE, A DISTANCE OF 433.26 FEET;

THENCE NORTH 89°55'43" WEST, A DISTANCE OF 205.00 FEET;

THENCE SOUTH 00°08'53" EAST, A DISTANCE OF 179.29 FEET TO THE POINT OF BEGINNING;

SAID PARCELS 2 AND THREE BEING 41.56 ACRES, MORE OR LESS.

TOTAL ACREAGE OF PARCELS 1, 2 AND 3 IS 56.43 ACRES, MORE OR LESS.

OWNER'S DECLARATION

KNOW ALL MEN BY THESE PRESENTS:
THAT I, MIRAZIM SHAKOORI, THE UNDERSIGNED, IS THE OWNER OF THE LANDS AS SHOWN AND DESCRIBED ON THIS PLAT, AND HAVE CAUSED THE SAME TO BE PARTITIONED AND SURVEYED IN ACCORDANCE WITH OREGON REVISED STATUTE CHAPTER 92. FURTHER, I HEREBY DEDICATE TO THE PUBLIC, IN PERPETUITY, THE RIGHT-OF-WAY AS SHOWN HEREON FOR NW 4TH AVENUE.

I HEREBY ACKNOWLEDGE THE FOLLOWING EASEMENTS:

1) PERMANENT SLOPE EASEMENTS AS SHOWN PER COURT CASE NO. 02052006L FILED JANUARY 7TH, 2003, MALHEUR COUNTY CIRCUIT COURT RECORDS.

Mirazim Shakoori
MIRAZIM SHAKOORI, MANAGER, ONTARIO INDUSTRIAL LIGHT CAMPUS, LLC

ACKNOWLEDGEMENT

STATE OF Idaho } S.S.
COUNTY OF Ada }

APPEARED MIRAZIM SHAKOORI, MANAGER, ONTARIO INDUSTRIAL LIGHT CAMPUS, LLC., AND PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND UPON BEING DULY SWORN ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME. IN WITNESS WHEREOF, I HEREUNTO SET MY HAND AND SEAL.

NOTARY *Christina Yvonne Hanneman*
NOTARY PUBLIC
COMMISSION NO. 20214992
EXPIRES: 10-14-2027

ON THIS 23rd DAY OF May, IN THE YEAR OF 2024,
BEFORE ME, A NOTARY PUBLIC, PERSONALLY
PUBLIC IN AND FOR SAID COUNTY AND STATE,
APPEARED MIRAZIM SHAKOORI, MANAGER, ONTARIO INDUSTRIAL LIGHT CAMPUS, LLC., AND
PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON WHOSE NAME IS
SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND UPON BEING DULY SWORN ACKNOWLEDGED TO
ME THAT HE EXECUTED THE SAME. IN WITNESS WHEREOF, I HEREUNTO SET MY HAND AND SEAL.

CHRISTINA YVONNE HANNEMAN
NOTARY PUBLIC - STATE OF IDAHO
COMMISSION NUMBER 20214992
MY COMMISSION EXPIRES 10-14-2027



Ontario Airport

Semi-Annual Update (April 2024)



Agenda



- Past
- Present
- Future
- Questions





ONTARIO
OREGON



Past

Fence Projects

- West 4ft fence is removed and Kiwanis Group on Serve Day will remove and set up in Lanterman Park.
- New 7ft West fence is 100% complete and within budget.



Airport Improvements

- Workshop renovation is complete and provides plenty of shelter for equipment and access to the east side development.
- Fall ground discing and weed spraying prepared a great start to spring grass growth and dust control.
- Spring Ontario Speedway event “Race the Maze” successfully had 35 racers and close to 200 spectators.
- Hangar inspections have resulted in an additional 34 based aircraft, and 18 aircraft sold and/or removed from registry.
- Abandoned aircraft are resolved by relocation, sold, or fees paid.
- Silverhawk has repaired water damaged ceilings and completed several needed repairs to the hangar.



Airport Sliding Gate Repairs



- After several expensive electrical callouts and repeated malfunctions, started trouble shooting the gates errors.
- Successfully found moisture ingress in poorly installed caps and wire joints.
- Repaired cables, swapped caps, and gates now functioning with minimal issues.





ONTARIO
OREGON



Present

Airport Operations & Events

- Flight School Growth: 1 new Lead Flight Instructor, 2 new flight instructors, and 12 new aviation students.
- Successful local youth group service day for the upcoming airport events.
- Increase in local group field trips to the Airport and Museum.
- Early spring start has given the grounds an excellent start to a clean and green season for the coming fly-ins and STOL event.
- Sponsorship funds are growing with 126 invitations sent out for the 2024- 2025 Event Season closing on July 1, 2024.



Airport Events and Fly-Ins



Winter Experience

- 90+ hours of snow removal for winter season



East Side Development

- East side fence project was not approved by FAA grant funds.
- Connect Oregon 9 grant application was submitted in March, successful applicants will be notified in May/June 2024.
- BLM Aviation Base Design phase is progressing well.
- Corporate Apron Expansion bids were much more than expected.
- With the increases in construction bids, staff is considering re-bidding jobs in the fall to reduce construction cost, and to find and apply for further grants.



Airport Improvements

- EAA Volunteers are gearing up for event preparations for 2024.
- Painting and more improvements are on the list for airport beautification.
- Lawn roller parts have been sourced to construct an airport roller for full time use on the grass strip.



Airport Grounds Control

- Preventative weed control, ground sterilant and pest control are working well this year from catch up last year.
- Jacob's ground contract is responsible for grass mowing, irrigation, and weed control.
- Blue Ground NW Sterilant is complete under contract through Jacob's.
- Fish & Wildlife - 2yr contract to remove all rodents and pests from airport premise up to May 14, 2025.



Hangar Leases

- Two bare land site lease owners are struggling to find competitive pricing for hangar development.
- Sublessee's wait list is growing, due to lack of available hangars to rent.
- Two potential hangar developers have visited the airport and are interested in the growth opportunities at Ontario Airport.
 - One developer planning to relocate to Ontario in June 2024





Future

Airport Growth

- East Side Development
 - BLM SEAT Base
 - Corporate Apron Expansion
 - Future hangars both corporate and private
 - Potential for three new hangars
- West Side Development
 - Future growth as part of the Airport Master Plan
 - Grass strip welcomes STOL Bush planes and Backcountry pilots up to 20 aircrafts on one weekend.
 - National STOL (Short Take Off and Landing) competitions
 - Ontario Speedway events



Airport Growth



Airport Growth



Airport Museum

- Grumman S2F-1 Tracker - restoration has been going well. Plans are to have this aircraft airworthy and flying in May 2024.
- North American 1947 Navion - restoration has commenced and currently being assessed for repairs.
- Harrier GR3 - expected to be functional in September 2024, but not airworthy.



F-4 Display

- Airport Museum is making progress to restoring the F-4 paint work.
- Static display is funded through the V&C Board grant.
- Recent Fly-ins have helped to fundraise for painting, decals, and future static display mount.



Future Airport Events: Fly-in and Airshows



- Fly-In Scheduled Event: May 11, 2024
- National STOL competition: September 6 & 7, 2024, and May 3, 2025
- Ontario Speedway has planned more events through the 2024 year.





Questions



May 2024 ACTIVITY REPORT



May 2024



Response Stats

May 2024 Calls for Service	City	Rural	Total	
Medical Emergencies	104	16	120	
Tiered Medical Calls (Non-Emergency)	25	0	25	17%
Fire Related Calls	25	13	38	21%
Hazmat	0	0	0	
Generals	5	6	11	
Mutual Aid Given	1	2	3	
Overdoses	1	0	1	
Total	154	29	183	
	84%	16%		

Fire Prevention:

- Inspections: Holiday Inn, Ontario Middle School addition, EOCIL, Waremart, and TV Children's Relief Nursery.
- Chief Benson attended several PDACs.
- Charlotte and the crews processed several burn permits.

Burn Permits Issued:

City Open Burns – 2
City Burn Barrels - 0

Rural Open Burns – 41
Rural Burn Barrels - 11



May 2024

Department Updates

- 6 Firefighters attended the SRV Training academy.
- Chief Benson attended the Oregon Fire Chief's Conference in Bend.
- Wildland staffing grant: Chief Benson opened 3 part time, seasonal positions to be covered by the OSFM wildland staffing grant that we received last month. Two positions are currently filled and will start on July 1st.
- Grant applications: We received notification that we were awarded the Bush-Anheuser water grant and will be receiving a pallet of water from them soon.
We are waiting to hear whether we will be receiving any FEMA or OEM funding.
- R1 broke down on a fire and had to be towed for repairs. A new radiator was installed and R1 is now back in service.
- 5 members of our HAZMAT team attended the Oregon HAZMAT conference in Sunriver.

Firefighter Training

- | | |
|---------------------------------|--------------------------|
| • Hazmat Awareness and Ops | • Hose advancement |
| • Live fire | • Rural water operations |
| • Oregon Fire Chiefs Conference | • Mega code (CPR) |
| • SRV Academy | • Wildland fire |

Community Involvement

- Touch a Truck – May 4th
Firefighters took Tower 199 to the Ontario High School for touch a truck – an event created to allow children to explore different types of emergency vehicles.
- National Night Out Committee:
Chief Benson and Charlotte continue to serve on the NNO committee.
- Pancake Breakfast
We hosted our annual pancake breakfast and loved seeing so many of our community members join us for a delicious breakfast.
- Clark family clean-up day
A group of firefighters spent a morning helping a past firefighter's wife clean up her property. Mike Clark was a volunteer firefighter with OFD and a lifetime member. He passed earlier this year and we wanted to give back to them.
- Chief Benson attended the Ontario Area Chamber of Commerce May meeting.
- Chief Benson and Charlotte attended the Local Emergency Planning Committee meeting.
- Chief Benson attended the Ontario Technical Advisory Committee meeting.



May 2024

Significant Incidents

May 11th: Crews responded to a natural gas leak. Evacuations were completed and crews stood by while Cascade gas turned off the gas, no injuries reported.

May 21st: A general alarm was sent for a plane crash at the Ontario Airport. The pilot was able to self-extricate and was transported with burn injuries.



May 22nd: OFD and Fruitland fire responded to a fully involved garage fire on Arata Way. The fire was contained to the garage. The occupants lost 2 vehicles, 2 four wheelers and the entire contents of the garage; no injuries reported. Cause – electrical.

May 22nd: OFD sent Tower 199 on a mutual aid fire in Baker City. The old middle school was sadly lost in a blazing fire; no injuries were reported.

May 24th: OFD received back-to-back fire calls. The first was for a brush fire on Peterson Rd. A controlled burn that had gotten out of control, potentially due to the strong winds that we were having.



The second was a shed that was on fire on Alameda Dr behind Tractor Supply. The embers from the shed caught the grass behind the shed on fire creating a brush fire. Crews were able to quickly extinguish both fires without further incident.

May 25th: OFD sent a crew to assist Vale Fire with a large brush fire that was threatening structures on the property.

May 28th: R1 responded to a grass fire on Stanton Blvd. The fire was reported to be spreading fast. Crews were able to extinguish the fire quickly, the cause of the fire was believed to be the lawn mower.

May 29th: A general alarm was sent for a house on fire on Lincoln Dr in the early hours of the morning. OFD with the assistance of Nyssa Fire were able to extinguish the fire without any further spread. No injuries reported. The cause of the fire appears to be electrical.

May 30th: Firefighters responded to a camper on fire near NW 22nd Ave/ NW 11th St. The fire started after the occupant fell asleep while smoking a cigarette.

Jacobs Public Works Department Monthly Report May 2024



Lions Park Shelter

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



SE 5th Ave. Sidewalk Project

May Business Review

DEVELOPMENT REVIEW

ACTIVITIES MAY 2024

- Issued 3 ROW Permits.
- Issued 5 New Addresses to new residences.
- Issued New Address to Commercial lot.
- Attended 1 PDAC meeting to discuss the expansion of a business.
- Attended 1 PDAC meeting to discuss new businesses.
- Attended 1 PDAC meeting to discuss the addition of residential housing.
- Attended the Jacobs monthly safety meeting.
- Inspected the abandonment of 1 Backflow device on irrigation systems.
- Mailed out 165 backflow test notifications due by the end of May.
- Mailed out 116 backflow test 2nd notifications.
- Multiple plan reviews for new construction.
- Multiple construction inspections.
- Tapadera Lift Station- Is completed.
- City Hall Elevator Modernization is in the engineering process.
- Water Treatment Plant Expansion continues.



Hydrant Relocation



Lions Park Shelter

May Business Review



Lamp post for Sewer Main

SE 5th Sidewalk ProjectSE 5th Sidewalk Project

WATER: TREATMENT PLANT AND DISTRIBUTION SUMMARY

ACTIVITIES MAY 2024

- 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.
- UCMR5 samples taken.
- Old Plant Filter Assessments complete, awaiting report.
- 10 leak checks.
- 21 water meters turned on customer request.
- 20 meters checked for high consumption.
- 14 meters off customer request.
- 25 meters read verified.
- 33 meters off for nonpayment.
- 28 meters on for payment.



High Service Pump #1
removed for service & repair



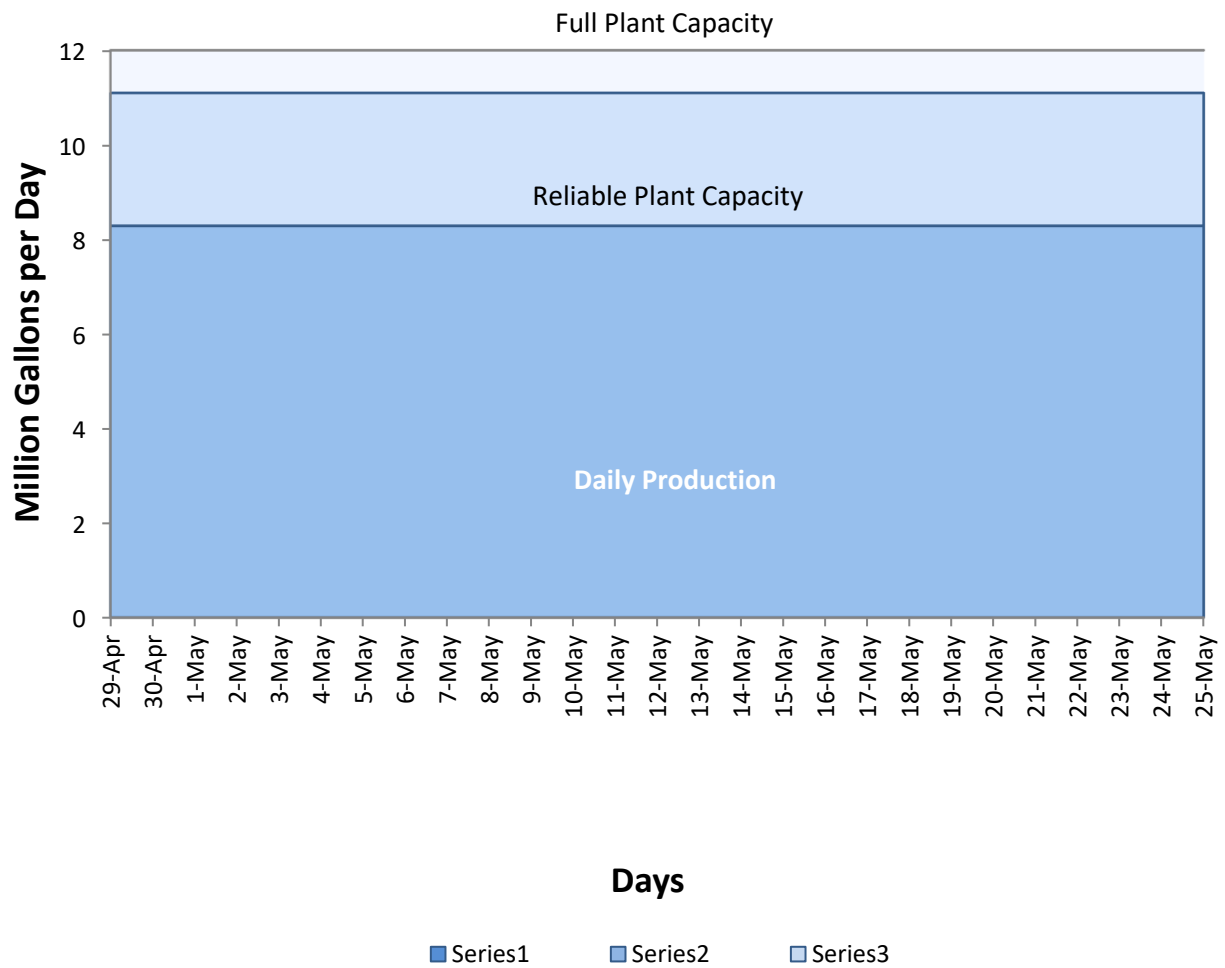
WesTech #3 Waste Gate repaired:
Construction Complete



Landscaping and Weed control.

WATER: TREATMENT PLANT AND DISTRIBUTION SUMMARY
ACTIVITIES MAY 2024

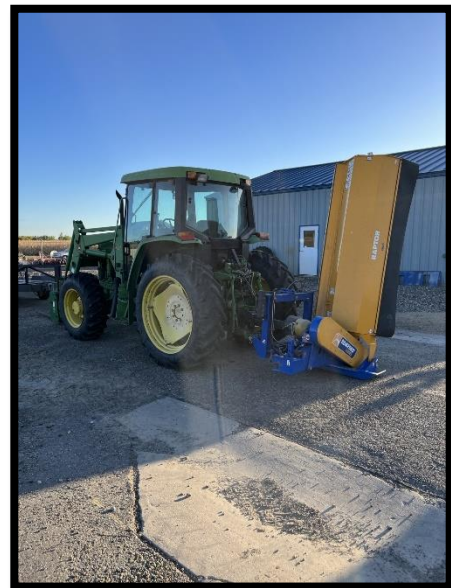
Demand vs. Availability
Apr 29-May 30, 2024

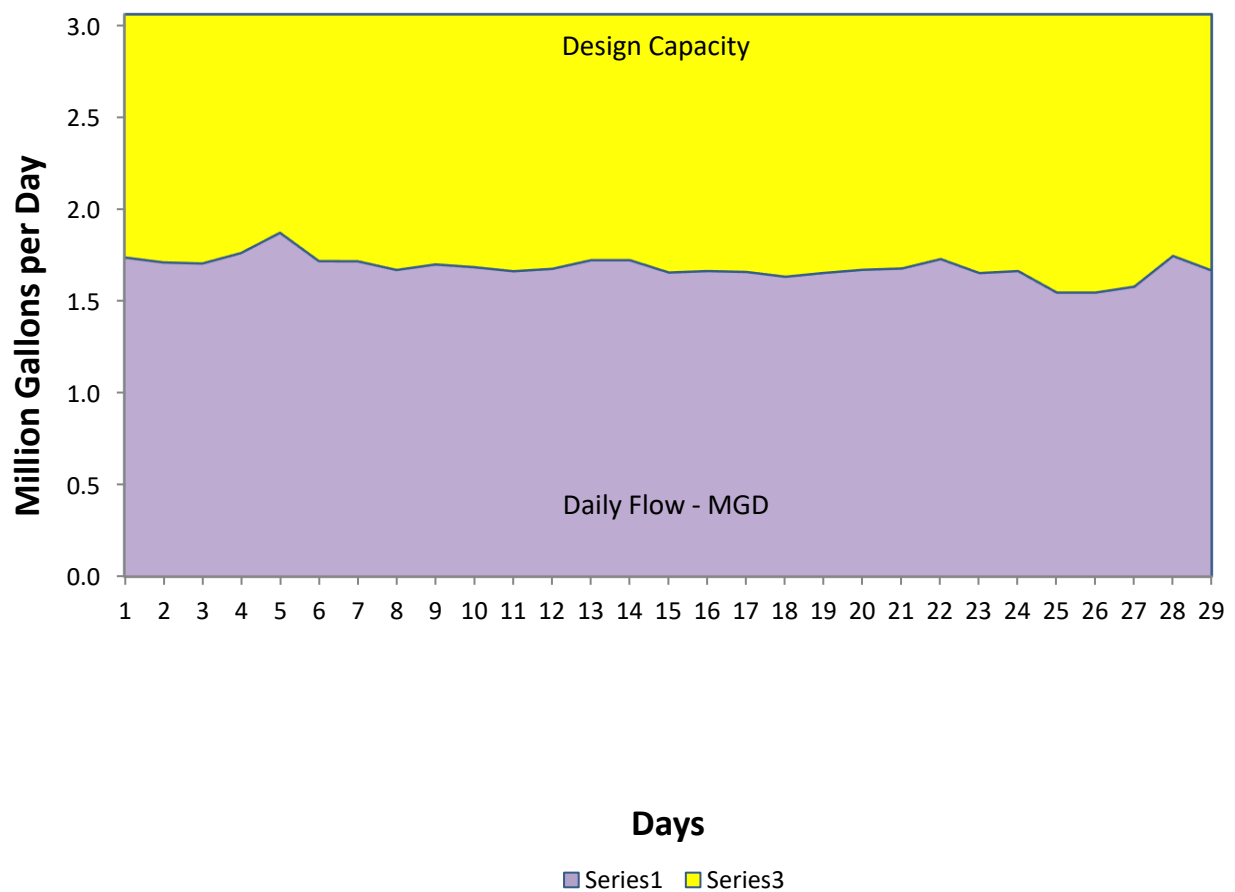


May Business Review

WASTEWATER TREATMENT PLANT AND COLLECTION SYSTEM SUMMARY ACTIVITIES MAY 2024

- All sampling per the 2019 NPDES permit has been completed.
- All piezometer readings taken for the month.
- All work orders and lawn maintenance were completed for the month.
- As of May 30th, we have 19.4 days of storage in the WWTP Lagoons.
- The contracted farmer has been land applying our recycled water and Malheur River water to their perspective farms.
- Skyline Reservoir is currently at 13.4 ft of storage.
- All aerator preventive maintenance was performed this month.
- Buffer zones on Malheur fields were mowed.

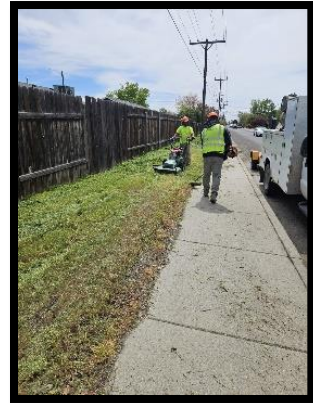


WASTEWATER TREATMENT PLANT**Wastewater Treatment Flows
May 1, 2024 - May 29, 2024**

OPERATIONS MAINTENANCE: STREETS AND COLLECTION/DISTRIBUTION SUMMARY

ACTIVITIES MAY 2024

- Trimmed weeds along Verde Ave.
- Two rounds of underpass and downtown sweeping.
- Trimmed weeds along E Idaho Ave.
- Repair street sign on Washington Ave.
- Installed 5 new bike lane signs.
- Repaired stop sign on College Green Dr.
- Repaired city limit sign on Sunset Dr.
- Performed routine maintenance on equipment.
- Hauled bleachers to airport for event.
- Set up traffic control for event on 3rd ST.
- Took loader and dump truck to event at high school.
- Picked up trash on E IDAHO AVE.
- Hung no parking sign at homeless camp.
- Patch back asphalt on SE 5th at railroad tracks.
- Set up road closers for fire department on Sears Dr.
- Repaired main brake on NE 2ND Ave.
- Dug trench at fairgrounds to locate water main.
- Cleaned runway at airport due to plane crash.
- Painted curb on Hillcrest Dr.
- Continue fire hydrant numbers.
- Clean sewer main as courtesy at SW 5TH Ave.
- Continue crack sealing SE 9TH AVE.
- Clean sewer main as courtesy on SW 6TH ST.
- Repair on leaking water valve on NW 8TH AVE.
- Clean sewer main as courtesy on SW 3RD ST.
- Paint graffiti in under pass tunnels.
- Repaired meter box on SW 5TH AVE.
- Repair water box at RV dump.
- 5 new meters installed.
- 1 water meter changed out.
- 70 utility locates completed.

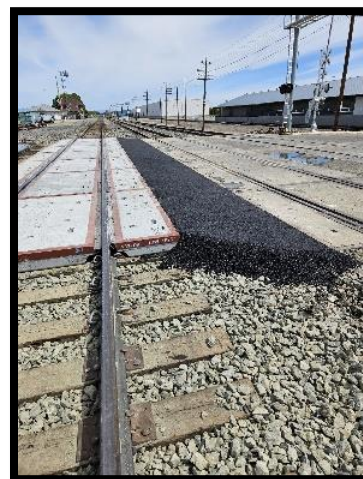
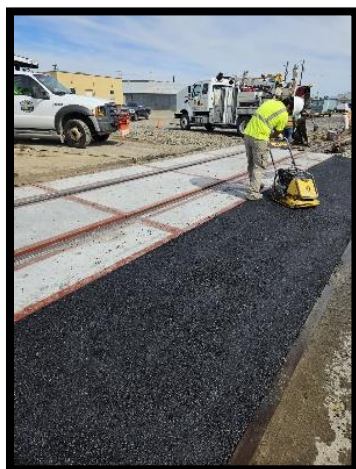
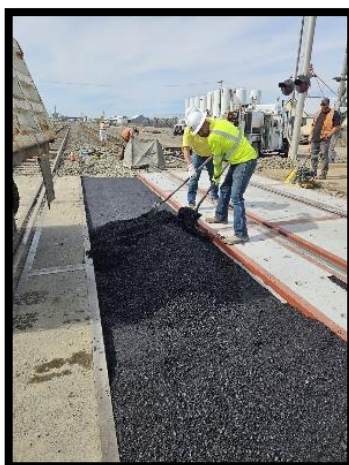
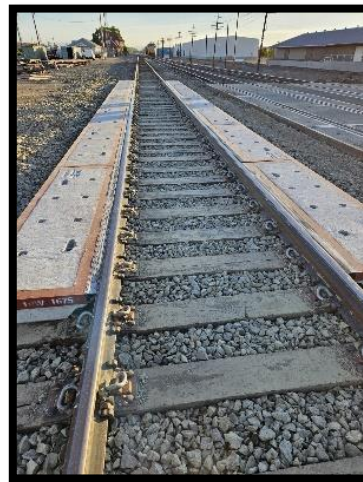


OPERATIONS MAINTENANCE: STREETS AND COLLECTION/DISTRIBUTION SUMMARY

ACTIVITIES MAY 2024



Patched asphalt on SE 5th at the
Railroad Tracks.



May Business Review

FACILITIES, CEMETERIES, AND PARKS SUMMARY

ACTIVITIES MAY 2024

- Repaired a leak in the sprinkler system at Laxon park.
- Completed the floor in the Fire station restroom.
- Replaced two water system clocks one at City Hall and one at Moore Park someone broke into them and took the program screens.
- Having the radiator fixed in the generator at City Hall, so we had to get a portable one while it is getting fixed.
- 3 burials at Evergreen Cemetery, and 0 at Sunset Cemetery.



Completed floor in the Fire station restroom.



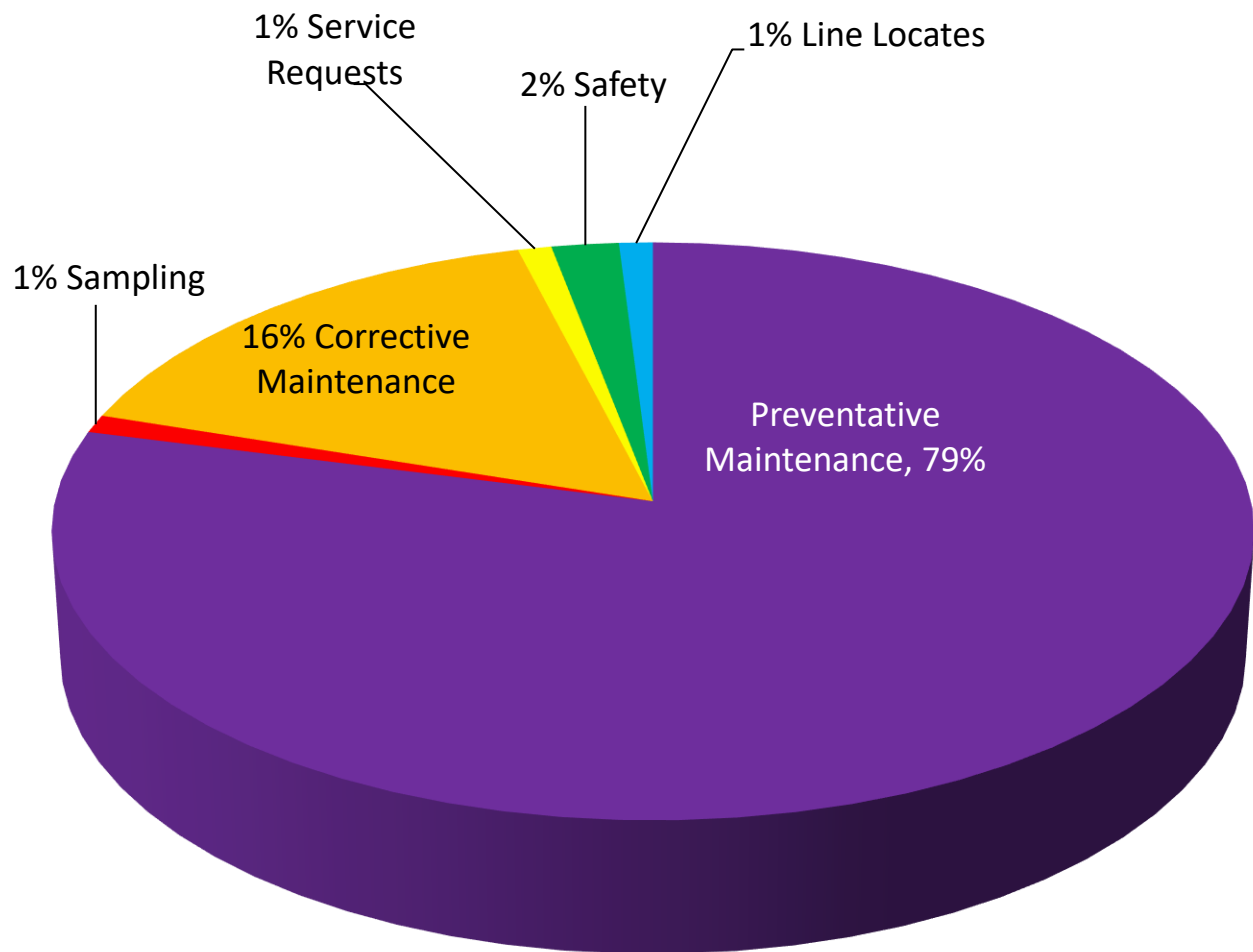
Damaged Water Timer



Leak in Laxson Park



OPERATIONS MAINTENANCE: BUILDINGS, PARKS, CEMETERIES AND STREETS SUMMARY



APPENDIX

PUBLIC WORKS DEPARTMENT

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

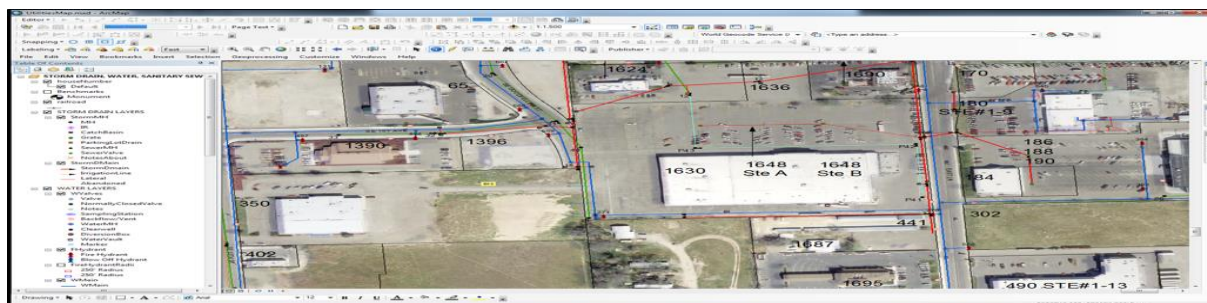
Public Works maintains a water system that complies with the EPA and Division of Health requirements. Staff also maintains the Wastewater Collection system and Wastewater Treatment facilities to meet DEQ standards. These same employees provide sewer and water line construction and maintenance to the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

ADMINISTRATION

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

ENGINEERING

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



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

OPERATIONS MAINTENANCE

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

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

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

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

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

WATER TREATMENT PLANT

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

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

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

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

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

MAINTAINS 80 MILES OF WATER MAINS.

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

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

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

WASTEWATER TREATMENT PLANT

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

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

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

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