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, JULY 8, 2025, 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 _____ Michael Braden _____ Ken Hart ____ Adrianna Contreras _____ John Kirby _____
Council President Penny Bakefelt _____ Mayor Deborah Folden _____

2) PLEDGE OF ALLEGIANCE

This Agenda was posted on July 3, 2025. 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) Adopt City Council Meeting Minutes: June 24, 2025

5) PRESENTATION

A) Jacobs Engineering Group

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

7) OLD BUSINESS

A) Ordinance #2838-2025: Amend OMC 2-14 re Diversity Advisory Committee

8) NEW BUSINESS

A) Amendment #9: Approval of Operations Management International, Inc. (Jacobs) Contract
B) Resolution #2025-119: Appropriate Additional Funds For Headworks Screen Replacement
C) Bid Award: Wastewater Treatment Plant (WWTP) Headworks Screen Replacement Project
D) Task Order Award: ACS SCADA Integration for new WWTP Headworks Screen

9) PUBLIC HEARING

A) Resolution #2025-118: Increasing Public Safety Fee from $5 to $10

10) DISCUSSION ITEMS

A) Request to Cancel August 12, 2025, Council Meeting: National Night Out Event

11) HAND-OUTS

A) Minutes: County Court 06-11-2025; DAC 04-16-2025; Parks 04-17-2025

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
June 24, 2025

The scheduled meeting of the Ontario City Council was called to order by Mayor Deborah Folden at 6:00 p.m. on Tuesday, June 24, 2025, in the Council Chambers of City Hall. Council members present were Deborah Folden, Ken Hart, Susann Mills, John Kirby, Adrianna Contreras, and Penny Bakefelt. Michael Braden was excused.

Staff present were Dan Cummings, Tori Barnett, Corinna Hysell, Clint Benson, Kari Ott, Tatiana Burgess, Casey Mordhorst, Andy Wood, Al Haun, Marshall Pierce, and Chris Bolyard.

Also in attendance were Fire Lieutenant Lonnie Justus, Firefighter Cameron Saito, and Fire Captain Jared Gammage; part-time Firefighters Charlotte Rico, James Wick, Louis Gutierrez, and Trevor Gammage; retired Firefighters Paul Hodge, Dave Lockner, and Mark Saito; Fire Association members Merri Gammage, Shawna Saito, and Melissa Culbertson; and Rural Fire Board member Monty Culbertson. Retired Fire Chief Terry Leighton attended via Zoom.

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

AGENDA

This Agenda was posted Friday, June 20, 2025. Copies of the Agenda are available from the City Hall Customer Service Counter and on the city's website www.ontariooregon.org.

Dan Cummings, City Manager, requested the addition of Item D under New Business for a Letter of Support for Community in Action for their emergency shelters.

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

CONSENT AGENDA

MILLS moved, HART seconded, **TO ADOPT THE CONSENT AGENDA, WHICH CONSISTED OF ADOPTION OF THE COUNCIL MEETING MINUTES OF JUNE 10, 2025.** Roll call vote: Mills-yes; Braden-out; Hart-yes; Contreras-yes; Kirby-yes; Bakefelt-yes; Folden-yes. Motion carried 6/0/1.

PUBLIC COMMENT

Janet Enyeart, Ontario, stated her support for the development of a YMCA establishment in the Fruitland, Idaho, and encouraged the Council to support it. She also submitted petitions signed by citizens located in various surrounding cities, who were also in support of the project.

Dianne Hawkins, Ontario, stated her support for the YMCA project.

Mark Saito, Ontario, stated: *Hello, I'm Mark Saito, from Ontario, former career firefighter for 25 years here in Ontario. I want to speak a little bit about the two in-two out. It's not a meme. It's not a meme that everybody goes home, two go in, two come back out. That's not what it means. It's a standard that, for firefighting, that two firefighters can't enter a building, a fire scene unless they have the same back up, two fighters outside on a hose. I wanted to talk a little bit about how fire grows. Fire is really controllable when it's small. It goes through growth states and from there it's getting hot. The room's getting hot, it's off-gassing, and then it becomes fully involved. Even in a single room, fully involved, it doesn't take a lot of water to put it out, but you have to be able to get to it. And that's why the two in–two out rule is so important because in the current standard, Ontario has three firefighters. We cannot do an interior attack until two more show up with the same hose and everything to back them up. So, until then, you can only fight defensively. You can do a lot of* *firefighting defensively, but only if you can reach it. And with the two in-two out, we can't go in and put out that fire until the other two show up so that somebody can go it. Let's just say, I've broken this rule a few times in my career because I could see where the fire was, but I couldn't get to it. Ya, I've gone inside by myself and put fire out. It's the only way you're going to get it out is by going in to where the fire is, and you can't do it when you're handcuffed by the constrictions of having not enough firefighters on scene. So, with the two in-two out rule you need the manpower. You've got to have four guys. You have two that go in, two backing them up, and you can go to the fire and you can put it out quickly, which that fire's growing, instead of waiting for firefighters to show up to back you up to go in. There's no other way to put it. Without the manpower, you can't get in to put these fires out quickly. That's what I've got to say.*

Paul Hodge, Fruitland, stated: *Paul Hodge, Fruitland, Idaho, currently, retired firefighter from Ontario. 30 yeas of fire service in Ontario, 42 years EMS in the Treasure Valley. The two in-two out rule is something that we trained for in the beginning of my career. When I started in 1982, we had one person per shift. One person did everything until we could get back-up. It was almost two years before we were able to get an on-call person. If we take a vehicle home, we respond from the house to go to the fire. In the many years as a career firefighter, I, like Mark, had gone in on fires by myself and put myself in jeopardy. The thing that has really changed that I see today is not only the fact that the population, as mentioned, has increased tremendously, but however many of you try to cross town nowadays, in your car at a normal speed, to get to where you want to go. That makes the two in two standby that much more important. For gentlemen, or anyone, to go into a fire not only are trying to knock the fire down, but we do not always know if there is people involved in the fire. In our aging community, with the increase in nursing homes, increased businesses, and houses now that are made of anything but wood and plaster that we really used to fight fires in, we have so many more chemicals out there that are dangerous, so not only is it the firefighter that's in danger for going in, that, if we've got someone inside a single person going in is going have difficulty getting another person out. It would've been awesome to have two people back in the day. I think it's very important today. OSHA says it's a rule, it's a law, it's a regulation, but most of all, in my mind, it's a common sense of safety, number one, for the firefighter that is risking their lives, even though that's what we signed up to do, but for the community for someone that may be trapped in the building. Like Mark said, it's a lot easier to fight a fire when it's smaller then when it gets big and starts to expand. That's about all I really have to say except that I hope that you consider all the options that you have – population growth, the amount of time that it takes for even the volunteers to get to the station, now is really hampered because of traffic, and I think it's very important for the safety of your community and for the safety of the firefighters, for the two in-two outside rule is really beyond opening your hearts. Thank you.*

James Wick, Ontario: *James Wick, resident of Ontario since 1991, also a volunteer firefighter for Ontario Fire & Rescue since 1994. Currently still a volunteer and a relief worker for Ontario Fire Department. Back in the day when we started, we went through a training, and after that we just went in. We kind of cowboy'd it, we'd go in single with a hose line and put the fire out until about 1998. That's when OSHA changed the rule to two in-two out, and for good reason, I might add. We didn't always abide by that, but pretty much the way things are now days, we were really forced to have to abide by that. Per OSHA, they actually had a regulation that says that they cannot pass anymore rules that makes less stringent. They can only pass rules to make things more stringent. So what we've got is what we've got to live with. There are several reasons for the two in-two out. If you have two people inside, who don't' necessarily know what's going on above you, around you, a change in the wind conditions, changing smoke conditions coming from the house, to fire coming in behind you, is the roof about ready to collapse, and, of course, worst case scenario, entrapment. You've got to have somebody out there that can call for resources, get the resources needed, and then go in and help in the rescue and help finish up. Another thing, the importance of career firefighters and having more career firefighters on duty. When I started as a volunteer, I had to competitively interview. About 16 applicants that would be interviewed once a year for four positions, and I was one of the four that got selected. And we had over 30 volunteers at the time. We were filled up. Of course, we had to live within the city limits and the rules were a lot more stringent about living locally then. Since then, now, we're down to less than 20 volunteers, and this is a problem that we have across the nation, getting volunteers. It used to be that the career firefighters would support us volunteers because we pretty much ran the training, we were a big part of the response. There were several relief workers on hand to work shifts as there were only two people per shift so we pulled a lot of shifts. Now we're down to less than a handful of relief workers and those of us that are still relief workers, we're all over 60, in our 60s. Now the career firefighters, they run the training, for the most part they* *run a lot of the volunteer functions. They run our yearly dance that we have now. So where we have that lack of volunteers and that commitment in the community, so what do you do? What's the solution to that? And we have the two in-two out rule. We rely on career more now we ever have, so I think the answer to that we need to come up with more career firefighters. We have to have that to one, abide by law, by legal standards, so you know, we have the response. The way it stands right now…it's my understanding that we have three people per shift hired, but that's not even, we don't even have three per shift I don't know how much of the time, I think probably 40% of the time, is the number I heard, because if someone takes a vacation day, or they get sick, or can't come in, there's not backfill, so we're still back to the same standards that we had back when Mark was still working. We need that. Thank you.*

PRESENTATION

YMCA

David Durrow, YMCA, presented a PowerPoint presentation for the proposed/potential/possible YMCA location in Fruitland, Idaho. (PowerPoint incorporated by reference and attached)

Mayor Folden asked where the Stakeholders meeting would be held.

Mr. Durrow stated there were three scheduled, but more could be done, depending upon where people were from. The meetings were at the Palisades corner location.

OLD BUSINESS

Continue Discussion: Diversity Advisory Committee

Dan Cummings, City Manager, presented. He indicated he duplicated the staff report from the last meeting, as incorporated below. He had, however, updated the DAC meeting recommendation, which was to leave the ordinance as it was. There was no other information to report.

Due to concerns about the possibility of the city losing federal funds under the current government administration, the City Council was discussing options for the Diversity Advisory Committee. These discussions were necessary to protect the city from losing federal funds and/or lawsuits in conjunction with having a Diversity Committee due to current Federal Administration Executive Orders.

On January 20, 2025, President Trump signed Executive Order 14151 – Ending Radical and Wasteful Government DEI Programs and Preferences. The order directed, in relevant part, that federal agencies identify federal grantees who received and used federal funding to advance DEI programs and policies.

On January 21, 2025, President Trump signed Executive Order 14173 – Ending Illegal Discrimination and Restoring Merit-Based Opportunity. Executive Order 14173 was intended to, among other things, end illegal preferences and discrimination.

At the City Council meeting of March 11, 2025, the City Council discussed the possibility of disbanding the Diversity Committee. After hearing testimony from some of the members of the committee and wanting to get more input, the Council asked the City Manager to get a legal opinion from the City Attorney.

In an Executive Session under ORS 192(2)(f): Exempt from Disclosure - Attorney Client Privilege, the City Attorney discussed the possible legal issues with the above reference to Executive Orders, along with possible solutions.

The summary of the discussion, without violating the Executive Session provisions, was that there were several court cases pending that might affect the enforcement or legitimacy of the Executive Orders. Therefore, their legal analysis must be received with caution given the underlying uncertainties, and given those uncertainties, the Council's most conservative option was to dissolve the Diversity Committee. However, based on information received to date, staff did not believe that the committee's mere existence violated the Executive Orders. If the committee was continued, this office recommended amending OMC Title 2, Chapter 14 to seek alignment with the Executive Orders.

The consensus of the Council was to have the City Attorney write up the proposed changes to the committee ordinance for the Council to review at the next meeting, and determine if the Council wanted to keep the committee active or to disband it.

The suggested changes by the City Attorney were given to the committee and the Council to be ready for the April 8, 2025, Council meeting. The Chair of the committee, Jackie Koehler, stated that the City Manager had sent the committee the recommended changes earlier, so there was time to review. She was unsure if anyone had the time to do that yet, but she had. She was pleased with the attorney's recommendations, and would like to put the item on the DAC agenda for next week. It was moved by Kirby, seconded by Bakefelt, that the discussion be tabled until the Diversity Advisory Committee met to review, and the Council would await the recommendation of the DAC at the next Council meeting.

The DAC Committee met on April 16, 2025, and had a brief discussion on the changes, but most said they had not fully reviewed them yet, so they moved to table a formal response to the Council until their May 21, 2025, meeting. They also voted that they could hold a special meeting if needed.

The DAC Committee did not have a quorum at the May 21, 2025, meeting, so no action was taken.

On May 27, 2025, Chairperson Jackie Koehler submitted what was supposed to be the committee recommendation, which was given to the Council at the May 27, 2025 Council meeting, but the question was asked about how the committee could have made the recommendation when they did not have a meeting. Based upon that question, the Council tabled the action again until the June 24, 2025, meeting, to give the DAC members time to meet again on June 18, 2025, to discuss the recommendation of the committee.

Attached to this report was a DRAFT ordinance with recommended changes to the Diversity Advisory Committee. Also attached is a document that shows the proposed changes on the left and the existing code on the right to compare what the changes are.

At the DAC meeting on June 19, 2025, the committee approved a motion to recommend that the City Council leave the Diversity Advisory Committee ordinance as written. Also attached was the proposed recommendation of the DAC Committee submitted to the Council on May 27, 2025.

The original alternatives to the action were:

- Take no action at all, leaving the Committee as it was; or
- Move to dissolve the Diversity Advisory Committee and have staff come back with an ordinance to remove the committee from the city code; or
- Move to have staff come back with an ordinance incorporating the recommended changes from the City Attorney for the Diversity Committee.

Councilor Kirby stated he attended the DAC meeting, and he left very disturbed. Regarding their agenda, they did not start the meeting with the Pledge of Allegiance. Further, the Chair of the committee wanted to amend the agenda so she could read a personal statement. That was done, and the Chair, in her statement, attacked the City Manager. She read that in all her readings, he did not have to be in attendance, so she asked him to leave, which Mr. Cummings complied with, but then she stated he could stay in the audience, but she really wanted him gone. He believed her to have been extremely disrespectful to the hired management of the Ontario community. A lot of it was material that was aimed personally at Mr. Cummings, which was not appropriate, nor was it backed up with facts. He did not know where the vitriol came from, and he was certain it was not deserved. After that, the committee conducted business in a somewhat normal manner, but when it came to discussion about the recommendation to this body, that were solicited through the efforts of the City Attorney, and the concern that the city would no longer qualify for federal funding should the Council leave the DAC status quo. These were all citizens, and he knew most of them, as did the Council, and a few said it wouldn't hurt the city to lose the money. The rest, he felt, were followers. He felt they were not taking the needs of the city above their personal needs and desires, based on their voting. The Council as the board that managed the monies available, many for special projects, came down from above, sought the recommendation of the legal staff. Most of the council had voted in favor of adopting the recommendations of legal, and were only seeking the input from the Diversity committee, who chose to say they didn't want to change anything. Therefore, he could not support Recommendation #1. He wanted to see a diverse committee like the community around them, all races and cultures. He left that meeting very nonplussed, even though he hadn't even planned to attend. He believed the Council needed to take action, where to disband the committee entirely, or to approve the ordinance which reflected the recommended changes from the City Attorney.

Mayor Folden stated she had received the transcribed copy of the meeting being discussed, and thanked Mr. Cummings for handling himself very professionally.

Councilor Bakefelt stated since being elected just over two years ago, could Mr. Cummings tell her what accomplishments the DAC had done for the city.

Mr. Cummings stated he had been attending meetings for around three years, and he was not sure. He noticed that recently they had been giving some awards to some citizens for their diversity within the community. They had some trainings, which Daniel (Liera-Huchim), committee member, had conducted and he was an excellent speaker. He recalled that previous members Janet Komoto and current member Billy Carter had tried numerous times to hold events at different functions in town, to get people involved, but he hadn't seen much resulting from that. It was difficult to answer. The first few years of the committee, the meetings were mostly arguments, if there was a quorum. That had improved with new membership. He suggested asking the committee members for a more definitive answer.

Councilor Contreras stated she had been on the DAC, first as a member, and now as Council Liaison. In the beginning, meetings were cancelled due to not having enough members, and they spent a lot of time trying to determine how the DAC would run. This past year, with it being an item of debate on keeping it or disbanding it as a city committee, people had stepped up to become members. But these past few meetings, the Chair had attacked Mr. Cummings, and was very inappropriate in the way she speaks at him. Dan was there to help the committee, and she knew that for her, being new, she had tons of questions, and appreciated Dan being there. Moving forward, she did not believe that one person should ruin it for the entire group. There were a lot of good members on the committee who could continue doing good for Ontario.

Councilor Hart stated he didn't want to see them eliminate the committee. It sent the wrong message to the community, but at the same time the ordinance did need to be amended so the city was not putting federal monies at risk. His intent would be to approve the ordinance, with the changes as provided by the City Attorney. He would encourage the committee members to remain engaged and to continue representing the community. That was important, even if they were not happy with the language changes from the attorney.

Councilor Mills stated when she first heard about the committee, it was new to her, but since President Trump passed those two orders in January, and there was a possibility the city would lose federal funds for the city, and in the future possibly have lawsuits filed against the city because of those orders, a lot of the community was not aware of what had transpired. It was brought to the Council with the fact they wanted to stay on as a city committee, and that had been brought up more than once by more than one Councilor, including herself, that she didn't want to see the committee dissolved. It had a lot of good functions for the community, but she also felt it could cause a lot of problems for the city itself as far as being a city committee. She wanted to see it continue, but to become a community committee instead of a city committee. If the rest of the Councilors wanted to keep the committee as city committee, she felt they had asked their City Manager to speak with the City Attorney, hired to help protect the city, and that was done. She believed they did everything to correct whatever needed done to protect the city, and she'd follow their lead if they decided to keep the committee as a city committee instead of a community committee.

CONTRERAS moved, HART seconded, **THE CITY COUNCIL APPROVE THE ORDINANCE INCORPORATING THE RECOMMENDED CHANGES FROM THE CITY ATTORNEY FOR THE DIVERSITY COMMITTEE.** Roll call vote: Mills-yes; Braden-out; Hart-yes; Contreras-yes; Kirby-yes; Bakefelt-yes; Folden-yes. Motion carried 6/0/1.

NEW BUSINESS

Rural Board Contract Extension or Renewal
Clint Benson, Fire Chief, presented.

In 1999, the Ontario Rural Fire Protection District and the City of Ontario started a contractual relationship. The City provides staffing, administration, and facilities to the District. The city and Rural District actively worked together to provide the best possible fire protection to this community.

The current agreement, Addendum #13 with extensions one through three, will expire on June 30, 2025. Counselors Mills and Braden met with two members of the Fire District and city staff on two occasions to discuss Addendum #14. Both parties agreed on the terms listed in Addendum #14, which was a $31,188 increase from the current agreement.

The agreement would read, in part: *Amount of Payment. District agrees to pay the City Two Hundred Thirty-Eight Thousand Five Hundred One and No/100 Dollars ($238,501.00) in quarterly payments, for one year of service, beginning July 1, 2025, and ending June 30, 2026. Such payments will begin promptly after Malheur County distributes revenues to the District (paying at that time any quarterly payments that have passed at that time) and on the following quarters thereafter: July 15, October 15, January 15, and April 15. Contract increases , if any, beyond the 2025-2026 fiscal year will be negotiated between the City and the District prior to the expiration of this Addendum #14 on June 30, 2026.*

This action was consistent with Ontario's strategic goals of desirability and lifestyle. People wanted to live where they felt safe. Fire protection added a layer of safety to the community. The city and rural entities working together improved fire protection in the community enhancing desirability and lifestyle. This action increased revenue to the city's general fund by $31,188 for fiscal year 2025-2026. Timing was crucial due to the current agreement expiring June 30, 2025. Addendum # 14 was consistent with previous addendums and agreements between the two parties. Not extending the current agreement through Addendum #13, would keep the revenue to the city at $207,313.

Councilor Kirby recommended everyone read the 2025 Community Risk Assessment and Standard of Cover report. Many of the issues facing the firefighters came down to dollars and cents and common vision, and not everyone had the same vision.

MILLS moved, BAKEFELT seconded, **THE CITY COUNCIL APPROVE ADDENDUM #14, AN AGREEMENT WITH THE ONTARIO RURAL FIRE PROTECTION DISTRICT NO. 7-302 TO PROVIDE FIRE SUPPRESSION AND OTHER SERVICES, IN THE AMOUNT OF $238,501 FOR FISCAL YEAR 2025-2026.** Roll call vote: Mills-yes; Braden-out; Hart-yes; Contreras-yes; Kirby-yes; Bakefelt-yes; Folden-yes. Motion carried 6/0/1.

Resolution #2025-114: Supplemental Budget- End of Year Clean-up
Kari Ott, Finance Director, presented.

At the time the 2024-2025 budget was approved, there were some items that were unknown. Since these items were now known, a budget resolution was necessary to prevent over expenditures in various departments. The following items needed to be adjusted within the budget to prevent over expenditures of budget appropriations:

- Liability insurance costs came in higher than expected;
- PERS side account payments rolled over from last year and increased due to other savings;
- There were unexpected grants;
- Building revenues were much higher than budgeted, so an adjustment needs to be made for the 12% state assessment;
- TOT revenues were higher than expected;
- There were some carryover projects;
- Administrative services in storm water were inadvertently missed.

An additional $1,203,000 (grants and beginning fund balance) would be appropriated and the remaining budget changes were transfers between items already appropriated. Per Oregon Local Budget Law, the proposed resolution must be approved on or before June 30, 2025. Taking no action would cause budget over expenditures.

HART moved, BAKEFELT seconded, **THE CITY COUNCIL APPROVE RESOLUTION #2025-114: A RESOLUTION TO ADOPT A SUPPLEMENTAL BUDGET TO RECOGNIZE UNEXPECTED REVENUES AND TO TRANSFER BUDGETED APPROPRIATIONS FOR UNEXPECTED ITEMS.** Roll call vote: Mills-yes; Braden-out; Hart-yes; Contreras-yes; Kirby-yes; Bakefelt-yes; Folden-yes. Motion carried 6/0/1.

Resolution #2025-115: GASB 54
Kari Ott, Finance Director, presented.

Government Accounting Standards Board (GASB) #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 2024-2025 ending fund balances in the Revolving Loan Fund, Capital Projects Fund, Trust Fund, and Reserve Fund for use in the 2025-2026 fiscal year. All commitments of the fund balances were required to be approved on or before the end of the fiscal year. The resolution was required to be approved on or before June 30, 2025, and Council action was required to adopt a resolution.

MILLS moved, CONTRERAS seconded, **THE CITY COUNCIL APPROVE RESOLUTION #2025-115, A RESOLUTION ESTABLISHING POLICIES RELATING TO ENDING FUND BALANCES OF 2024-2025.** Roll call vote: Mills-yes; Braden-out; Hart-yes; Contreras-yes; Kirby-yes; Bakefelt-yes; Folden-yes. Motion carried 6/0/1.

Letter of Support for Community in Action for Emergency Shelters
Dan Cummings, City Manager, presented.

Community in Action reached out seeking a letter of support from the Council for funding for next year. That letter had to be submitted this week, as funding was ending June 30, 2025. Funding was for the emergency shelters activities, which included street outreach, tiny shelter operations, and direct services for the homeless and shelter residents, which included assisting the city with funding for the unhoused site.

KIRBY moved, MILLS seconded, **THE CITY COUNCIL APPROVE THE LETTER FROM COMMUNITY IN ACTION FOR THE ESG CERTIFICATION OF LOCAL GOVERNMENT APPROVAL FOR NONPROFIT ORGANIZATION RECEIVING 2025-2027 ESG FUNDS FOR EMERGENCY SHELTER ACTIVITIES ONLY .** Roll call vote: Mills-yes; Braden-out; Hart-yes; Contreras-yes; Kirby-yes; Bakefelt-yes; Folden-yes. Motion carried 6/0/1.

PUBLIC HEARING(S)

Resolution #2025-116: Election to Receive State Revenues
It being the date advertised for a public hearing on the matter stated above, I declare the hearing open. Are there any objections to the city's jurisdiction to hear this action? Any abstentions, ex-parte contact to declare, or any declarations of conflict of interest?

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 May 13 & 14, 2025, discussing the 2025-2026 budget, which included revenue sharing from the State of Oregon. The City Council was holding a Public Hearing on June 24, 2025, giving the citizens an opportunity to comment on the use of State Revenue Sharing, pursuant to ORS 221.770. This would allow the city the ability to receive State Revenues that were shared with cities throughout Oregon. The resolution was required to be approved on or before June 30, 2025, and resolutions must be approved by the City Council. An election to receive state revenues was required per ORS 221.770.

Mayor Folden opened the Hearing for public testimony. There were no Proponents or Opponents to speak on this action, so the public testimony portion was closed.

MILLS moved, BAKEFELT seconded, **THE CITY COUNCIL ADOPT RESOLUTION #2025-116, A RESOLUTION DECLARING THE CITY'S ELECTION TO RECEIVE STATE REVENUES FOR THE FISCAL YEAR 2025-2026.** Roll call vote: Mills-yes; Braden-out; Hart-yes; Contreras-yes; Kirby-yes; Bakefelt-yes; Folden-yes. Motion carried 6/0/1.

Resolution #2025-117: Adopt City of Ontario Annual Budget FY2025-2026

Mayor Folden read a statement into the record: *I ran my platform on public safety. As a duly elected official, as the Maor of Ontario Oregon, I'm very passionate to support public safety. My duties is to serve the citizens of Ontario. I reside over the City Council and I represent the city. I oversee the city departments and manage the city budget, ensuring responsible fiscal management. I'm responsible for the general welfare of the city. I'm making a recommendation to reconsider the vote by the Budget Committee to consider hiring three (3) additional full-time firefighters, instead of one additional firefighter. The rules of safety, established by OSHA, two in-two out, is for the protection of the firefighters entering the buildings with the interior structural fires, and to have a backup in case they run into trouble. This policy of two in-two out is a regulation by the United States Occupational Safety and Health Administration. Two in can monitor each other and assist with equipment failure or entrapment or any other hazards. The two out can monitor those in the building, initiate rescue, or call for a backup or for an incident commander. I've enclosed a memorandum for OSHA's firefighter advisory committee for review for the Council. Our Finance Department has stated that the city is receiving around $500,000 more than was budgeted in the property taxes. The city pays employees through its property tax base. Seldom do property taxes go down, especially when the market value is high. Each year, the County Assessor determines the property's real market value and calculates its maximum assessed value. And, I do have an article in the Argus that's stating that. If you'd like to read the article it's very interesting. I just want everybody here on the Council to please consider the safety of our firefighters in your vote. Thank you.*

Mayor Folden stated it being the date advertised for a public hearing on the matter stated above, I declare the hearing open. Are there any objections to the city's jurisdiction to hear this action? Any abstentions, ex-parte contact to declare, or any declarations of conflict of interest?

Kari Ott, Finance Director, presented.

The City of Ontario Budget Committee held public hearings on May 13 & 14, 2025, and approved the 2025-2026 annual budget. The budget before the Council, through Resolution #2025-117, had no changes from what was approved by the Budget Committee. Resolution #2025-117 was a resolution to adopt and appropriate the annual budget for 2025-2026, impose the taxes upon taxable property, and categorize the taxes imposed for the fiscal year 2025-2026.

The required public hearing notice was published in the Argus Observer. The City Council was now holding this public hearing on June 24, 2025, giving the citizens an opportunity to comment on the annual budget for 2025-2026.

There are two motions to approve this resolution due to the conflict Councilor Braden disclosed in the budget committee meetings.

The City Council needed to adopt and appropriate the annual budget in the amount of $48,981,921. The budget was required to be approved on or before June 30, 2025, and, per ORS 294, had to be approved by the City Council. If the Council opted to take no action, and a budget was not approved by June 30, 2025, the city would not be able to receive property taxes and spend money as of July 1, 2025. However, the Council could make changes up to 10% in each from the Budget Committee approved budget.

Councilor Bakefelt asked, to add the additional two firefighter positions, would that fit within the 10% of the budget amount?

Ms. Ott stated yes. It would be approximately $280k, and currently the General Fund before them for adoption was $14M, to 10% would be $1.4M.

Mayor Folden opened the Public Hearing for public testimony, from Proponents, then Opponents.

Seeing and hearing no testimony, the public testimony portion was closed, and opened for discussion or direction from the Council.

MILLS moved **THE CITY COUNCIL APPROVE THE APPROPRIATIONS FOR THE GRANT AND BUILDING FUNDS IN RESOLUTION #2025-117.** No Second, no vote.

Mayor Folden asked if they should amend that for the two extra firefighters.

Ms. Ott reminded them there were two motions due to the conflict with Councilor Braden for those two specific departments; however, as Councilor Braden was not in attendance. The second motion would approve the remainder of the budget.

Councilor Bakefelt seconded the first motion.

Councilor Hart asked for a verification of the motion.

Mayor Folden stated it was that the City Council approve the appropriations for the Grant and Building Funds in Resolution #2025-117.

Councilor Kirby stated Councilor Braden was not there, and that was a smaller portion. If they were trying to get two firemen, they wanted to have that as one motion, in his opinion. It should be read as one motion to get the entire budget on the table in order to have enough funds to fund two firemen. Here, it was just taking it out of the Building Department, which wasn't big enough.

Mr. Cummings stated if they were going to amend this motion to adopt it all under one motion, then they needed to include the motion revising the resolution, because the resolution had those two motions. That was fine, but it needed to include the amendment of the resolution to reflect the one motion.

Councilor Hart wanted to clarify that's what Councilor Mills wanted to do.

Ms. Ott stated Councilor Mills' motion did not change anything about firefighters. Currently, it was just approving those two funds *[Grant and Building Funds]* and then if they wanted to make the motion to approve any additional firefighters, that would be in the next motion. This motion had nothing to do with any of that. It only approved those two specific funds.

MILLS moved, BAKEFELT second, **THE CITY COUNCIL APPROVE THE APPROPRIATIONS FOR THE GRANT AND BUILDING FUNDS IN RESOLUTION #2025-117.** Roll call vote: Mills-yes; Braden-out; Hart-yes; Contreras-yes; Kirby-no; Bakefelt-no; Folden-yes. Motion carried 4/2/1.

Mayor Folden asked for the second motion, and to add the amendment to add two additional firefighters to make it three per shift.

FOLDEN moved, BAKEFELT seconded, **THE CITY COUNCIL APPROVE ALL REMAINING ELEMENTS OF RESOLUTION NO. 2025-117, AS AMENDED, *[ADDING TWO ADDITIONAL FIREFIGHTERS FOR THREE TOTAL]* A RESOLUTION TO ADOPT AND APPROPRIATE THE ANNUAL BUDGET FOR 2025-2026, IMPOSE THE TAXES UPON TAXABLE PROPERTY, AND CATEGORIZE THE TAXES IMPOSED FOR THE FISCAL YEAR 2025-2026.** No vote.

Councilor Hart stated his appreciation for the audience turnout. He wanted to ensure that everyone heard what was talked about in the budget meetings, where 14 citizens listening to testimony and comments, who then voted 11-3 to pass the budget as proposed. He wished that Councilor Braden was there, as he raised some good points, and the Mayor had as well. One of the most important things to him was that there was a $13.2M unfounded budget, unfunded liability for the City of Ontario. There was a debt for the nation, and the City of Ontario had $13.2M that was owed to all the employees, including the firefighters, including the previous firefighters, that they had not set aside the money to take care of. The city continued to spend money that they did not have, and to not address that unfunded liability, was disingenuous to the existing employees. Council and staff had been working hard to take some of the marijuana money and allocate it towards paying down that debt. Every time they paid down that debt, it freed up general fund money to be able to pay for firefighters and police officers. If the money was spent on expenses, they did not pay down the debt. That was not good. This year, the Council allocated $250k to pay down the debt. At that pace, it would take 53 years to pay it down. That was not a smart thing to do. They had to do a better job of paying down that debt, which they had been trying to do with the additional dollars. That was a big reason, for him, to say they had to be careful if they were going to increase in overall expenses. He appreciated all the comments that evening, and everyone had been great in speaking from the heart. But, he wanted it clear that the Council and the city had invested in the fire Department, substantially, over the past few years. The numbers he received from Ms. Ott read that since 2022, the city had spent $1.1M in new vehicles for the Fire Department; had set aside $357k in reserves for future equipment needs; they had placed $100k into redoing the dorms; and, in the last two years, they had added a firefighter each year, which added to the annual budget of $277k. The city was making slow and steady progress to address the needs that Chief Leighton, when he was here, and Chief Benson have made. So he was trying to take a measured approach, but he wouldn't speak for the others. He was trying to address the issues, but to go all the way from, in one year, to increase the budget and expenses of the City of Ontario by that amount, was concerning to him. He also asked Chief Benson and Mr. Cummings to get him information from the other cities in the community, regarding who else had two in-two out. Payette-no; Fruitland-no; Baker City-no; Nyssa-no; Vale-no; Ontario-no. And he'd argue that those cities didn't have that because they were small, rural, and had a very small tax base. That made it very difficult to afford to do that. He wanted to throw out a few things. One thing mentioned was that he said that if this was a want of the community of Ontario, then raise the money. Make sure they had the money to do that, not with marijuana money, not with money that would be used for debt, not with money that could go away at any time, but there was already a $5 per month safety fee on the water bill. Vote to increase taxes to take care and add those firefighters. He would vote for that tonight. He'd rather increase the water fee bill, instead of it being $5, raise it to $15. How much would that raise?

Ms. Ott stated she believed it would be around $230k per $5.

Councilor Hart stated they could raise the money that night, because they could raise that fee. That would not take a vote of the people because it was a fee. If they were being honest, just increase the taxes. If not, then the Council would have to face the voters and say they had to select between more firefighters vs increasing the taxes. That's the fair and honest way to do that. That money's there forever, until someone changes the fees again. They really needed to focus the marijuana dollars on those one time things in case that money went away. Finally, an article he received from The Desert Review, May, which addressed a newly released study, written by the Public Health Institute and the Kaiser Permanente, Morgan, California group, which found that teens living in areas with more cannabis retailers, faced significantly higher rates of mental health issues, including psychotic, anxiety, and depressive disorders. The study, one of the largest of its kind, analyzed data from 96,000 insured adolescents in Northern California, found that youth living in cities or counties that banned cannabis storefronts, were significantly less likely to have a recent diagnosis of psychotic disorder. Conversely, greater retail availability measured by the number of nearby cannabis shops and their proximity to adolescent's homes, was associated with significantly higher rates of diagnosed psychotic, depressive, and anxiety disorders, as well as self-reported depression symptoms. Last he checked, he thought the city had 14 cannabis dispensaries in this community. That was a lot. Even though teens couldn't legally buy cannabis, they are still being exposed to it, through advertising, older peers, social media, and just sheer proximity. That was according to Dr. Lynn Silver, a pediatrician and Director of Getting it Right from the Start program at the Public Health Institute. The study reinforced the importance of where and how cannabis was sold in protecting adolescent mental health, showing significant impacts even on severe conditions like psychosis. This research added to the growing evidence that greater availability of cannabis might be contributing to increased mental health risks among adolescents, according to Dr. Kelly Young. Local policies that restricted cannabis access could play an important role in preventing harm. The findings, built on earlier research, showed that teens in areas with more cannabis retailers, perceived cannabis as easier to access, less harmful, and more likely to use it, including in risky ways. Even without direct access, youth often encountered cannabis through marketing that appealed to them, older peers, or fake IDs. Greater access could normalize use in family and social settings, and might increase access to riskier forms of consumption, like vaping or high product THC. The city was becoming addicted to the cannabis money. What was it doing to the youth? It wasn't known. Some folks didn't think it was bad. If the city continued down that path to put services, like the firefighters and police, addicted to this money, the city was never going to get rid of that. The Council wanted to take care of the firefighters, and they wanted to address the issue. Be honest. Raise the taxes and pay for it, and put more of the cannabis money towards the debt, which removed that monkey from the city's back.

Councilor Bakefelt asked the other Councilor's thoughts on the $5 fee increase, or $10, or $15.

Ms. Ott stated she had officially run the numbers, and it would be $300k, not $230k. That would be with a $5 increase.

Councilor Hart verified raising the fee $5 would cover the cost of two additional firefighters.

Councilor Kirby stated he believed it was inappropriate to poll the Council without a motion on the floor. He also had an alternative. He had mentioned earlier that no one had read the 2025 Community Risk Assessment and Standard of Cover report, which spoke to changing the nature of the relationship between the city and the Rural District. That needed to be looked at because that could change the funding formula for how the Fire Department might be funded. He saw what Councilor Hart saw, that everyone saw the marijuana money, and wanted to use that for everything. Using that formula, the city would have been broke long ago. They had responsibility to the department. He saw the face of Paul Hodge, and Terry Leighton, who took care of the Training Facility, and he had great respect for them. He'd known Mark Saito since he started with the Department. He cared about the Department, but he also cared about the city. The Council had to look at the use of funds, and how they appropriated those funds. In the current budget, they'd removed money to fix streets, out of Public Works, but it wouldn't sustain itself year after year. They needed to arrive at a permanent way to do that. Another short term option, and the unions wouldn't like it, but in other communities, they crossed trained law enforcement with fire fighters. Maybe they could do the work outside while the firefighters went inside. Just an option.

Mayor Folden stated she wanted to add that for the Oregon Occupational Safety and Health Division. The subject was the minimum number of firefighters to respond to a structural fire. OSHA's firefighter standards advisory committee met recently to review the policy of the minimum number of firefighters required to respond to a structural fire. As a result of the recommendations, the policy was outlined in a July 10, 1995, memo is placed on the following: the firefighter standards are performance orientated, giving flexibility to various sizes and types of the fire departments to best reflect the needs of the fire services, while assuring worker safety. With this in mind, the following policy is enacted on the minimum number of firefighters required to respond to a structural fire. One: When firefighters enter a burning structure beyond the incipient state of the fire, the buddy system is to be used. Two: When personnel are engaged in interior structural firefighting and the fire is in the advanced stages, with known IDLH *(Immediately Dangerous to Life or Health)* environment, a minimum of two rescue persons shall be present in a standby mode and stationed outside of the imminent hazard zone. Three: Judgement regarding whether a structure has an IDLH environment is best made by the incident commander, using, as the principal criteria, the current stage of the fire in progress. Four. Personnel in standby rescue mode may engage in other activities provided those activities do not jeopardize their ability to effect timely rescue. She just wanted to remind everyone of those OSHA standards. She really felt that for the safety of the firefighters, it was worth the Council's vote to approve the budget item, by adding three more firefighters instead of just one.

Councilor Bakefelt stated she understood money was tight, but the risk the city was at for unforeseen accidents, they needed to think about that. There was an average of around one structure fire a month, and she had seen a lot of structure fires, more than one a month recently. There had been some calls that were very scary for the firefighters. She did live in Ontario, and she did pay taxes, and she would hate if a firefighter came in to rescue her and there weren't the proper people on the outside. She wouldn't want anyone to get hurt. She compelled the Council to consider the risk they weren't talking about – the unforeseen things. If there was an incent that occurred, the city could be liable for not following recommended policies, regardless of what other communities were doing, r not doing. She very much supported this increase, and hoped the Council would consider it. It was their job as Councilors, if enacted, to determine how to pay for it in the future. It was their responsibility.

Councilor Hart asked if they would entertain a friendly amendment to pass this with a $5 increase in the Safety Fee. That way they weren't waiting – it would be fully paid for. Add the firefighters and add the $5.

Mayor Folden stated she would entertain that.

Mark Saito added: *This goes beyond just firefighter safety. The time it takes for us to get in to attack this fire is paramount. It could mean the difference between seven to 10 minutes, sometimes 15, depending on like Paul was talking about traffic. Now, in a structure fire, some of the older buildings don't, the ceilings and the roofs will last a little bit longer, but you have a lot of new construction and the new trusses do not last that long. Under fully involved fire, a roof truss will last seven minutes, so the time it takes us to get there and get in, is paramount to the amount of safety and the damage that we can keep from happening under the current standards. That's all. Thanks.*

Councilor Kirby stated for clarification of Councilor Hart's amendment, on the utility bill, there was a line that read "other", and it was currently $13, correct?

Mr. Cummings stated that was correct. It was $5 for Public Safety and $8 for Streets.

Councilor Hart stated he amended it to read change the $13 to $18, with $10 for Public Safety and $8 for Streets, on the utility bill, *not* the water bill. That would cover the cost of the two additional firefighters.

FOLDEN moved, BAKEFELT seconded, **THE CITY COUNCIL APPROVE ALL REMAINING ELEMENTS OF RESOLUTION NO. 2025-117, AS AMENDED, *ADDING TWO ADDITIONAL FIREFIGHTERS FOR THREE TOTAL AND ADDING AN ADDITIONAL $5 TO THE PUBLIC SAFETY FEE PORTION OF THE UTILITY BILLS,* A RESOLUTION TO ADOPT AND APPROPRIATE THE ANNUAL BUDGET FOR 2025-2026, IMPOSE THE TAXES UPON TAXABLE PROPERTY, AND CATEGORIZE THE TAXES IMPOSED FOR THE FISCAL YEAR 2025-2026.** No vote.

Councilor Kirby asked about adding this without hearing from the community. This would greatly affect Councilor Mills, as well, as she had multiple properties. This might be the cart ahead of the horse. The concept of three firefighters happened during the budget meetings, and there were community members that were against doing it three at a time, so it was lowered to one. He didn't think raising the utility bill without, it was truly raising taxes on everyone. There was 10k other people who were not there that night, so he wasn't sure this was the correct move.

RESTATED MOTION:
FOLDEN moved, BAKEFELT seconded, **THE CITY COUNCIL APPROVE ALL REMAINING ELEMENTS OF RESOLUTION NO. 2025-117, AS AMENDED, *ADDING TWO ADDITIONAL FIREFIGHTERS FOR THREE TOTAL AND ADDING AN ADDITIONAL $5 TO THE PUBLIC SAFETY FEE PORTION OF THE UTILITY BILLS,* A RESOLUTION TO ADOPT AND APPROPRIATE THE ANNUAL BUDGET FOR 2025-2026, IMPOSE THE TAXES UPON TAXABLE PROPERTY, AND CATEGORIZE THE TAXES IMPOSED FOR THE FISCAL YEAR 2025-2026.** No vote.

Councilor Mills stated she teetered on this fence for this particular action, and felt like she was in a marathon. This was a tough one. Yes, she wanted to give two more firefighters to the Fire Department, although in the budget she voted no. Why? Because in her opinion, if you didn't have the money, you didn't spend it. When they got the money, then spend it. There was nothing like being in debt to make you believe that. However, she also saw a great need for those two additional firefighters, and yes, that would add $5 more dollars onto the $13 she was currently paying, per water bill, so $18 now. How many people had multiple units they were paying for? That extra $5 was going to not only affect her, but a lot of citizens. But, she was in a community where she liked safety just like everyone else, and hopefully everyone would buy one other properties so she could retire tomorrow, so with that said, she'd probably vote in favor of the extra $5 fee to pay for the two additional firefighters.

RESTATED MOTION:
FOLDEN moved, BAKEFELT seconded, **THE CITY COUNCIL APPROVE ALL REMAINING ELEMENTS OF RESOLUTION NO. 2025-117, AS AMENDED,** ***ADDING TWO ADDITIONAL FIREFIGHTERS FOR THREE TOTAL AND ADDING AN ADDITIONAL $5 TO THE PUBLIC SAFETY FEE PORTION OF THE UTILITY BILLS,*** **A RESOLUTION TO ADOPT AND APPROPRIATE THE ANNUAL BUDGET FOR 2025-2026, IMPOSE THE TAXES UPON TAXABLE PROPERTY, AND CATEGORIZE THE TAXES IMPOSED FOR THE FISCAL YEAR 2025-2026.** Roll call vote: Mills-yes; Braden-out; Hart-yes; Contreras-yes; Kirby-no; Bakefelt-yes; Folden-yes. Motion carried 5/1/1.

DEPARTMENT HEAD UPDATE

Finance: Monthly Report
Kari Ott, Finance Director, presented.

Councilor Bakefelt stated there was quite a bit of interest money. Why was that?

Ms. Ott stated it was because the interest rates were high, with LGIP.

Councilor Mills stated the back page where it read the City Council will adopt and appropriate the annual budget in the amount of $48,981,921, but in another section it read that the Ontario City Council hereby adopts the annual budget for fiscal year 2025-2026 in the total of $49,173…why the difference? It was a difference of around $1,018,252…..

Ms. Ott stated the amount should be the $48,981,921, which would change a little because of the $300k additional. She hadn't made the change on the resolution. It was an incorrect number at the top of the actual resolution.

HAND-OUTS

Minutes:
County Court: May 12, 2025; May 21, 2025; June 4, 2025

Check Register
May, 2025

ADJOURN

BAKEFELT moved, CONTRERAS seconded, **THE MEETING BE ADJOURNED**. Roll call vote: Mills-yes; Braden-out; Hart-yes; Contreras-yes; Kirby-yes; Bakefelt-yes; Folden-yes. Motion carried 6/0/1. Meeting concluded at 7:56 p.m.

ACCEPTED:	**ATTEST:**
______________________________	______________________________
Deborah K. Folden, Mayor	Tori Barnett, MMC, City Recorder

AGENDA REPORT
OLD BUSINESS
July 8, 2025

TO:	Mayor and City Council
FROM:	Tori Barnett, City Recorder
THROUGH:	Dan K. Cummings, City Manager
SUBJECT:	**ORDINANCE #2838-2025: AMEND OMC 2-14 RE DIVERSITY ADVISORY COMMITTEE**
DATE:	July 1, 2025

PROPOSED MOTION:

I MOVE TO APPROVE ORDINANCE #2838-2025, AN ORDINANCE INCORPORATING THE RECOMMENDED CHANGES FROM THE CITY ATTORNEY FOR THE DIVERSITY COMMITTEE, ON SECOND AND FINAL READING.

SUMMARY:

Council needs to approve Ordinance #2838-2025 on final reading to allow the ordinance to be active in 30 days.

BACKGROUND:

After much debate, discussion, and input from several parties, including the City Attorney, City Council, and members of the Diversity Advisory Committee, the Council passed Ordinance #2838-2025 on first reading at the June 24, 2025, Council meeting.

RECOMMENDATION:

Staff recommends the Council pass Ordinance #2838-2025 on final reading.

ATTACHMENTS:

1. Ord #2838-2025 OMC 2-14 DAC Changes

After recording, return to:
City of Ontario
Attn: City Recorder
444 SW 4th Street
Ontario, OR 97914

ORDINANCE NO. 2838-2025

AN ORDINANCE OF CITY OF ONTARIO AMENDING TITLE 2, CHAPTER 14 OF THE CITY OF ONTARIO MUNICIPAL CODE

WHEREAS, Title 2, Chapter 14 of the City of Ontario ("City") municipal code (the "Code") established the Diversity Advisory Committee; and

WHEREAS, the council has determined that certain provisions of Title 2, Chapter 14 of the Code must be amended to ensure consistency with applicable federal law and/or directives concerning diversity, equity, and inclusion policies and programs.

NOW, THEREFORE, THE CITY OF ONTARIO ORDAINS AS FOLLOWS:

1. Findings. The above-stated findings are hereby adopted.

2. Amendment No. 1 – Diversity Advisory Committee established. The section establishing the Committee in Section 2-14-1 is amended and restated in its entirety to read as follows:

> "A diversity advisory committee is hereby established. The committee shall be composed of seven (7) members representative of the city's population. All members are city volunteers and nothing in this section is meant to create an employment relationship between the city and any committee members. Committee membership is encouraged among all citizens including, without limitation, members who represent different races, ethnicities, cultures, disabilities, ages, genders, gender identities, sexual orientation, and/or socioeconomic classes. Notwithstanding anything contained in Title 2, Chapter 14 of the Code providing otherwise, at all times the committee will operate in a manner consistent with applicable federal, state, and local laws, regulations, and/or ordinances, including, without limitation, applicable anti-discrimination laws."

3. Amendment No. 2 – Diversity advisory committee mission statement. Code Section 2-14-1.1 is amended and restated in its entirety as follows:

> "In Ontario, we operate as 'One Team, One Community' fostering a community that values, supports, and develops people of all backgrounds and experiences. To this end, the committee will serve as a liaison between all community members and the council on issues concerning diversity, equity, and inclusion."

4. Amendment No. 3 – Advisory Capacity. Code Section 2-14-5 is amended and restated in its entirety as follows:

> "Notwithstanding anything contained in Title 2, Chapter 14 of the Code providing otherwise, the committee has no power, control, and/or authority concerning any action, term, condition, and/or privilege of employment concerning the city, including, without limitation, recruiting, interviewing, hiring, selection, training, professional development, internships, fellowships, promotion, retention, discipline, and separation."

5. Amendment No. 4 – Duties and Responsibilities. Code Section 2-14-6 is amended and restated in its entirety as follows:

> "The committee shall elect a chair, vice-chair, and secretary on an annual basis for a one-year term. The chair shall serve no more than three (3) consecutive terms.
>
> The committee may assist in compiling and distributing materials that are intended to promote an equitable, inclusive, welcoming, diverse, and enriching community and cultural environment. The committee may review policies and programs (and advise the council of such policies and programs) that are intended to promote an equitable, inclusive, welcoming, diverse, and enriching community and cultural environment. This includes gathering data and information to formulate recommendations to the council."

PASSED AND ADOPTED by the Common Council of the City of Ontario this _____ day of July, 2025, by the following vote:

AYES:

NAYS:

ABSENT:

SIGNED by the Mayor this _____ day of July, 2025.

____
Deborah K. Folden, Mayor

ATTEST:

____
Tori Barnett, MMC, City Recorder

AGENDA REPORT
NEW BUSINESS
July 8, 2025

TO:	Mayor and City Council
FROM:	Casey Mordhorst, Public Works Director
THROUGH:	Danny K. Cummings, City Manager
SUBJECT:	**AMENDMENT #9: APPROVAL OF OPERATIONS MANAGEMENT INTERNATIONAL, INC. (JACOBS) CONTRACT**
DATE:	June 25, 2025

PROPOSED MOTION:

I MOVE THE CITY COUNCIL TO APPROVE CONTRACT AMENDMENT #9 WITH OPERATIONS MANAGEMENT INTERNATIONAL, INC.(JACOBS) FOR THE FISCAL YEAR JULY 1, 2025, THRU JUNE 30, 2026, AND APPROVE THE CITY MANAGER TO SIGN.

SUMMARY:

Amendment #9 covers the FY starting July 1, 2025, to June 30, 2026. This amendment asks for a 4.25% increase to the base contract between the City of Ontario and Operations Management International, Inc., (Jacobs) to operate the City of Ontario's Public Works Department. The formula increase that was calculated to be higher than the requested amount. However, the increase negotiated was less than the contract formula increase.

BACKGROUND:

Operations Management International, Inc.(Jacobs) was contracted to operate and maintain the City's Public Works Department starting July 1, 2014. Annually, the increase is based on the CPI and ECI and negotiated with the City Manager. The annual increase has varied from year to year. The annual contract increase can not go above 5% and typically has been lower. With the cost of inflation that has been seen in all areas, we are asking for a 4.25% increase for this year.

CURRENT SITUATION:

Inflation has driven costs extremely high. Each year the annual increase varies with the fluctuation of the CPI and ECI.

ANALYSIS:

A. **STRATEGIC PLAN** Operating the Public Works Department efficiently to cut costs and stay within budget.

B. **FINANCIAL** The 4.25% increase has been factored into the city's budget and was approved by the Budget Committee and City Council. Staff worked with both the City Manager and Finance Director prior to the city budgeting process to ensure this was added.

C. **TIMING** The increase will start July 1, 2025, and go through June 30, 2026.

D. **POLICY/LEGAL** Annually, Jabobs will provide an amendment to the contract for any increase or modifications made to the original contract between Operations Management International, Inc.(Jacobs) bad the City of Ontario.

ALTERNATIVES:

If the increase is not approved, negotiations would take place to see where services could be reduced or eliminated to stay within budget.

RECOMMENDATION:

Staff recommends approving Amendment #9 for Operations Management International, Inc.(Jacobs) for the operation of the City's Public Works Department for the fiscal year July 1, 2025, to June 30, 2026, and authorizing the City Manager to sign.

ATTACHMENTS:

1. Ontario_OM_OMM_09072018_A9_121324_BF_R1

AMENDMENT NO. 9
to the
AGREEMENT FOR OPERATIONS
MAINTENANCE, AND MANAGEMENT SERVICES
for
THE CITY OF ONTARIO, OREGON

This Amendment No. 9 (the "Amendment") to the Agreement for Operations, Maintenance and Management Services for the City of Ontario, Oregon dated September 7, 2018 (the "Agreement") is made and entered into this ___date of July 2025 by and between the City of Ontario (hereinafter "City") and Operations Management International, Inc. (hereinafter "CH2M HILL").

NOW THEREFORE, City and CH2M HILL agree to amend the Agreement as follows:

1. Appendix E, Section E.1.1 is deleted in its entirety and replaced with the following:

E.1.1 City shall pay to CH2M HILL as compensation for services performed under this Agreement a Base Fee of Six Million Eight Hundred Four Thousand Twenty-Five Dollars and Eighty-Five Cents ($6,804,025.85) for the period of July 1, 2025 through June 30, 2026. Subsequent Years' base fee shall be determined as hereinafter specified in Appendix E.3.

For budgeting purposes (period noted in E.1.1) the Base Fee includes $318,390.00 for chemicals, $535,000 for repairs, and $744,042.00 for electricity.

This Amendment together with any previous Amendments and the Agreement constitutes the entire agreement between the Parties and supersedes all prior oral and written understandings with respect to the subject matter set forth herein. Unless specifically stated all other terms and conditions of the Agreement shall remain in full force and effect. Neither this Amendment nor the Agreement may be modified except in writing signed by an authorized representative of the Parties.

The Parties, intending to be legally bound, indicate their approval of this Amendment by their signatures below.

Operations Management International, Inc.,	**The City of Ontario, Oregon**
______________________	______________________
Name: Paul Rheault	Name:
Title: Senior Director	Title:
Date:	Date:

AGENDA REPORT
NEW BUSINESS
July 8, 2025

TO:	Mayor and City Council
FROM:	Kari Ott, Finance Director
THROUGH:	Danny K. Cummings, City Manager
SUBJECT:	**RESOLUTION #2025-119: APPROPRIATE ADDITIONAL FUNDS FOR HEADWORKS SCREEN REPLACEMENT**
DATE:	July 1, 2025

PROPOSED MOTION:

I MOVE THE CITY COUNCIL APPROVE RESOLUTION #2025-119: A RESOLUTION APPROPRIATING $30,000 ADDITIONAL FUNDING FOR THE WASTEWATER TREATMENT PLANT HEADWORKS SCREEN REPLACEMENT.

SUMMARY:

Attached is Resolution #2025-119.

BACKGROUND:

The existing WWTP headworks screen is 25 years old and in dire need of replacement. This piece of equipment protects downstream assets at the plant and is a critical component to the operation of the plant. RH2 Engineering has prepared a scope and fee for engineering design of the screen replacement. The design engineering is complete, and the construction bid award came in at approximately $30,000 higher than budgeted.

CURRENT SITUATION:

A resolution is required to prevent over expenditures due to the costs being $30,000 over budget.

ANALYSIS:

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

B. **FINANCIAL** $30,000 will be appropriated from capital outlay to the headworks project in the UCF department of the Capital Projects Fund. The entire project cost will be approximately $925,000, with $96,000 spent in the 24-25 fiscal year.

C. **TIMING** The budget appropriations need to be made to keep the project within budget during the construction of the headwords screen.

D. **POLICY/LEGAL** A formal resolution approved by the City Council is required to expend funds per ORS 294.

ALTERNATIVES:

A. Take No Action - The Council could take no action on this matter; there would be a budget over expenditure if the project is awarded.

RECOMMENDATION:

Staff recommends the approval of Resolution #2025-119.

ATTACHMENTS:

1. Resolution #2025-119 Headworks Screen Replacement

RESOLUTION #2025-119

A RESOLUTION TO APPROPRIATE ADDITIONAL FUNDING FOR THE WASTEWATER TREATMENT PLANT HEADWORKS SCREEN REPLACEMENT

WHEREAS, Bids were received for the Wastewater Treatment Plant Headworks Screen Replacement project and came in approximately $30,000 over the budget; **and**

WHEREAS, The 2025-2026 fiscal year budget was approved with $800,000 in the Utility Capitalization Fee budget for this project; **and**

WHEREAS, The City recognizes that the headworks screen is 25 years old and is in dire need of replacement; **and**

WHEREAS, The City desires to modify the 2025-2026 budget in order to appropriate funds necessary to complete the project.

NOW THEREFORE, BE IT HEREBY RESOLVED by the Ontario City Council, to approve the following adjustment to the fiscal year 2025-2026 budget:

Line Item	Item Description	FY 25-26 Budget	Amount of Change	Adjusted Budget
CAPITAL PROJECTS FUND – UTLITY CAPITALIZATION FEE				
030-087-719327	Bar Screen Replacement	$800,000	$30,000	$830,000
030-087-710000	Capital Outlay	$1,515,104	($30,000)	$1,485,104

EFFECTIVE DATE: Effective immediately upon passage.

PASSED AND ADOPTED by the City Council of the City of Ontario this 8th day of July, 2025, by the following vote:

AYES:
NAYES:
ABSENT:

APPROVED by the Mayor this 8th day of July, 2025.

____
Deborah K. Folden, Mayor

ATTEST:

____
Tori Barnett, MMC, City Recorder

AGENDA REPORT
NEW BUSINESS
July 8, 2025

TO: Mayor and City Council

FROM: Marshall Pierce, City Engineer/Project Manager

THROUGH: Danny K. Cummings, City Manager

SUBJECT: BID AWARD: WASTEWATER TREATMENT PLANT (WWTP) HEADWORKS SCREEN REPLACEMENT PROJECT

DATE: July 2, 2025

PROPOSED MOTION:

I MOVE THE CITY COUNCIL TO APPROVE THE BID AWARD TO THE LOWEST RESPONSIVE BIDDER, DESERT VIEW CONSTRUCTION, INC., FOR $707,701.00, AND AUTHORIZE THE CITY MANAGER TO SIGN ALL DOCUMENTS.

SUMMARY:

The WWTP headwrks screen replacement project will run $925,000 to cover the total project cost (design and construction). The project was bid in June, and the City received two responsive bids, with the low responsive bid from Desert View Construction, in the amount of $707,701 (including two of four bid alternates).

BACKGROUND:

This project has been on the City's horizon for quite some time, with replacing aging, critical equipment at our WWTP. The City has budgeted for this project in the last couple years and budgeted for construction in 25-26. The project was bid in June, and the City received two responsive bids, with the low bidder being Desert View Construction in the amount of $707,701 (with two of four bid alternates).

CURRENT SITUATION:

The City has received a responsive bid in response to a bid invitation for the above referenced project. The City is to decide the award of the project to the lowest bidder.

ANALYSIS:

A. **STRATEGIC PLAN** The project is consistent with the Strategic Plan goals and the WWTP Facility Plan update.

B. **FINANCIAL** The bid award makes the budget short by $30,000 so a resolution has been prepared to allocate an additional $30,000 to the project.

C. **TIMING** The City has 60 days after receiving bids to award the contract. Time is of the essence.

D. **POLICY/LEGAL** The City Council is the approving authority for this action.

ALTERNATIVES:

Reject the bid and not complete the project, jeopardizing the operation of the plant's headworks building.

RECOMMENDATION:

Staff recommends approval of the Bid Award to Desert View Construction, Inc. in the amount of $707,701.00.

ATTACHMENTS:

1. 20250606-Ltr-City of Ontario-RecOfAward_WWTP_Headworks_Screen_Replacement
2. Desert View Construction
3. Tapani Inc.

RH2 ENGINEERING
Nampa
16150 N High Desert Street, Suite 201
Nampa, ID 83687
1.800.720.8052 / rh2.com

June 06, 2025

Mr. Marshall Pierce
City Engineer
City of Ontario
2405 Malheur Drive,
Ontario, Oregon 97914

Sent via: *Email*

Subject: Evaluation of Bids and Recommendation Award

Dear Mr. Pierce:

This letter summarizes RH2 Engineering, Inc.'s (RH2) review of the two bids received for the City of Ontario (City) Wastewater Treatment Plant Headworks Screen Replacement project. At 2:00 PM on Thursday, June 5th, 2025, the City received two bid proposals.

Per request of the City, RH2 has reviewed all proposals that were submitted. All proposals submitted were found to be complete and in compliance with the bidding documents required.

Based on the reviewed information and analysis, RH2 recommends award of the project to **Desert View Construction**, **Inc**, in the amount of **$726,413.00**. A bid tabulation with the engineer's estimate is also attached to this letter.

If you have any questions regarding this letter, please call me at (208) 807-0015 or via email at dpopoff@rh2.com.

Sincerely,

Don Popoff, PE

Project Manager

Enclosures:

(1) Bid tabulation

REGISTERED PROFESSIONAL
ENGINEER
97338
OREGON
MAY 11, 2021
DONALD G. POPOFF
EXPIRES: 12/31/2026

WASHINGTON LOCATIONS
Bellingham
Bothell (Corporate)
East Wenatchee
Issaquah
Richland
Tacoma

OREGON LOCATIONS
Medford
Portland

IDAHO LOCATIONS
Nampa

City of Ontario
Wastewater Treatment Plant
Headworks Screen Replacement Project
Bid Tabulation
06/05/2025

Base Items

				Engineer's Estimate		DVC INC		TAPANI INC	
Item	Description	Units	Qty.	Unit Price	Extended	Unit Price	Extended	Unit Price	Extended
1.	MOBILIZATION, DEMOBILIZATION, SITE PREP AND CLEANUP	L.S.	1	$ 51,500.00	$ 54,000.00	$ 25,709.00	$ 25,709.00	$ 70,000.00	$ 70,000.00
2.	MECHANICAL SCREEN, WASH AND COMPACTOR, AND CONTROLS EQUIPMENT	L.S.	1	$ 349,265.00	$ 349,265.00	$ 403,383.00	$ 403,383.00	$ 404,000.00	$ 404,000.00
3.	BYPASS SYSTEM NO.1 - STAGE 1	L.S.	1	$ 2,875.00	$ 2,875.00	$ 12,248.00	$ 12,248.00	$ 3,100.00	$ 3,100.00
4.	BYPASS SYSTEM NO.1 - STAGE 2	L.S.	1	$ 18,700.00	$ 18,700.00	$ 88,343.00	$ 88,343.00	$ 5,200.00	$ 5,200.00
5.	BYPASS SYSTEM NO.1 - STAGE 3	L.S.	1	$ 2,000.00	$ 2,000.00	$ 10,065.00	$ 10,065.00	$ 1,400.00	$ 1,400.00
6.	DEMOLITION	L.S.	1	$ 43,100.00	$ 43,100.00	$ 20,312.00	$ 20,312.00	$ 29,000.00	$ 29,000.00
7.	FACILITY MECHANICAL	L.S.	1	$ 10,000.00	$ 10,000.00	$ 7,700.00	$ 7,700.00	$ 107,530.00	$ 107,530.00
8.	FACILITY STRUCTURAL	L.S.	1	$ 37,100.00	$ 37,100.00	$ 28,389.00	$ 28,389.00	$ 24,000.00	$ 24,000.00
9.	FACILITY ELECTRICAL AND AUTOMATIC CONTROL	L.S.	1	$ 50,500.00	$ 50,500.00	$ 68,152.00	$ 68,152.00	$ 36,900.00	$ 36,900.00
10.	CONSTRUCTION RECORDS AND O&M MANUALS	L.S.	1	$ 3,000.00	$ 3,000.00	$ 3,000.00	$ 3,000.00	$ 3,000.00	$ 3,000.00
11.	TESTING, STARTUP AND TRAINING	L.S.	1	$ 8,000.00	$ 8,000.00	$ 8,000.00	$ 8,000.00	$ 8,000.00	$ 8,000.00
12.	OWNER'S CONTIGENCY	DOL	1	$ 10,000.00	$ 10,000.00	$ 10,000.00	$ 10,000.00	$ 10,000.00	$ 10,000.00
				TOTAL	$ 588,540.00	TOTAL	$ 685,301.00	TOTAL	$ 702,130.00

Alternate Items

Item	Description	Units	Qty.	Unit Price	Extended	Unit Price	Extended	Unit Price	Extended
13.	HOSE BIB AND HEAT TRACE IN SCREEN HANDLING ROOM	L.S.	1	$2,150	$ 2,150.00	$ 15,900.00	$ 15,900.00	$ 10,600.00	$ 10,600.00
14.	REMOVE/INSTALL UTILITY SERVICE DOORS	L.S.	1	$8,800	$ 8,800.00	$ 8,212.00	$ 8,212.00	$ 6,915.00	$ 6,915.00
15.	BOLLARD INSTALLATION	L.S.	1	$2,000	$ 2,000.00	$ 10,500.00	$ 10,500.00	$ 1,055.00	$ 1,055.00
16.	ADDITIONAL FRP GRATING AND INSTALLATION	SF	100	$150	$ 15,000.00	$ 65.00	$ 6,500.00	$ 63.00	$ 6,300.00
				TOTAL	$ 27,950.00	TOTAL	$ 41,112.00	TOTAL	$ 24,870.00

Total Cost for All Items	$ 616,490	$ 726,413	$ 727,000

NOTE TO BIDDER: Use typewriter or ink for completing this Bid Form.

BID FORM

1.1 BIDDER

Bidder Name: Desert View Construction, Inc.

1.2 BID RECIPIENT

A. This Bid is submitted to:

Owner: City of Ontario
Attention: Marshall Pierce
Address: 1551 N.W. 9th Street, Ontario, OR 97914
Project Identification: Wastewater Treatment Plant Headworks Screen Replacement Project

1. 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.

B. BIDDER'S ACKNOWLEDGEMENTS

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

C. BIDDER'S REPRESENTATIONS

1. In submitting this Bid, Bidder represents that:

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

Addendum No.	Addendum Date
1	5/7/25

(Bidder shall insert number of each Addendum received.)

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 as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

d. Bidder has carefully studied: i) reports of explorations and tests of subsurface conditions at or contiguous to the Site and drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) which have been identified in Paragraph 5.03 of the Supplementary Conditions as containing reliable "technical data,"; and ii) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in Paragraph 5.06 of the Supplementary Conditions as containing reliable "technical data."

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

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

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 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 terms and conditions for the performance of the Work for which this Bid is submitted.

D. BIDDER'S CERTIFICATION

1. Bidder Certifies:

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:

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

   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

   3) (c) to deprive Owner of the benefits of free and open competition;

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

   5) "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.

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

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

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

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

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

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

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

E. BASIS OF BIDS

Bidder must submit a bid on all schedules, base bid, and bid alternates for bid to be accepted. Award will be based on the available project budget, the amount for Base Bid, and/or the combination of any or none of the alternates. Individual bid alternates will not be awarded to separate bidders. The Owner reserves the right to remove any pay items, schedules and bid alternates from the work after bid is awarded.

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

Base Bid Schedule					
Item	Item Description	Unit	Qty	Unit Price	Total
1.	Mobilization, Demobilization, Site Preparation, and Cleanup *(**Max 10% of Total Bid)*	LS	1	$ 25,709	$ 25,709
2.	Mechanical Screen, Wash and Compactor and Controls Equipment	LS	1	$ 403,383	$ 403,383
3.	Bypass System No. 1 – Stage 1	LS	1	$ 12,248	$ 12,248
4.	Bypass System No. 1 – Stage 2	LS	1	$ 88,343	$ 88,343
5.	Bypass System No. 1 – Stage 3	LS	1	$ 10,065	$ 10,065
6.	Demolition	LS	1	$ 20,312	$ 20,312
7.	Facility Mechanical	LS	1	$ 7,700	$ 7,700
8.	Facility Structural	LS	1	$ 28,389	$ 28,389
9.	Facility Electrical and Automatic Control	LS	1	$ 68,152	$ 68,152
10.	Construction Records and O&M Manuals	LS	1	$3,000	$3,000
11.	Testing, Startup and Training	LS	1	$8,000	$8,000
12.	Owner's Contingency	DOL	1	$10,000	$10,000
				Total Base Bid Amount	**$** 685,301

Bid Alternate Schedule					
Item	Item Description	Unit	Qty	Unit Price	Total
12.	Hose Bib and Heat Trace in Screen Handling room	LS	1	$ 15,900	$ 15,900
13.	Remove/Install Utility Service Doors	LS	1	$ 8,212	$ 8,212
14.	Bollard Installation	EA	1	$ 10,500	$ 10,500
15.	Additional FRP Grating and Installation	SF	100	$ BY 65 ~~6,527~~	$ 6,500
				Total Alternative Bid Amount	$ 41,112

TOTAL BID AMOUNT (BASE + ALT):	$ 726,413

Total Bid Amount in Words: Seven hundred twenty six thousand, four hundred thirteen

F. TIME OF COMPLETION

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

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

G. ATTACHMENTS TO THIS BID

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

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

   b. Mandatory Bidder's Qualification Certificate.

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

   d. Contractor's License No.: 219308

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

H. DEFINED TERMS

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

I. BID SUBMITTAL

1. This Bid submitted by: If Bidder is:

<u>An Individual</u>

Name (typed or printed): N/A

By (signature): ______________________

Doing business as: ______________________

<u>A Partnership</u>

Partnership Name: N/A (SEAL)

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

Name (typed or printed): ______________________

<u>A Corporation</u>

Corporation Name: Desert View Construction, Inc. (SEAL)

State of Incorporation: Idaho

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

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

Name (typed or printed): Benji Young

Title: President (CORPORATE SEAL)

Attest: Kerri Y — - Kerri Young Secretary
(Signature of Corporate Secretary)

DESERT VIEW CONSTRUCTION INC. CORPORATE SEAL STATE OF IDAHO

Date of Qualification to do business in (state where Project is located) is: Feb. 2018.

A Joint Venture

Joint Venturer Name: N/A (SEAL)

By: ________________
(Signature of joint venture partner – attach evidence of authority to sign)

Name (typed or printed): ________________

Title: ________________

(Each member of the 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: 21520 Ustick Rd. Caldwell, ID 83607

Phone No.: (208) 571-0780 FAX No.: N/A

E-mail: benji@desertviewci.com

SUBMITTED on June 5th, 2025

Oregon Contractor's License No.: 219308

Contractor's License Class (where applicable): Commercial General Contractor Level 1

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

____ Yes X No

END OF SECTION

BID BOND

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

BIDDER (Name and Address): Desert View Construction Inc 21520 Ustick Road Caldwell, ID 83607

SURETY (Name and Address of Principal Place of Business): American Alternative Insurance Corporation 555 College Road East Princeton NJ 08543

OWNER (Name and Address): City of Ontario, OR 1551 NW 9th St Ontario OR 97914

BID

Bid Due Date: 6/5/2025

Project (Brief Description Including Location): Wastewater Treatment Plant Headworks Screen Replacement Project Ontario, OR

BOND

Bond Number: n/a for bid

Date (Not later than Bid due date): 6/5/2025

Penal sum FIVE PERCENT OF THE TOTAL AMOUNT BID (Words) (5% OF BID AMOUNT) (Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Bid Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

BIDDER	SURETY
Desert View Construction Inc (Seal)	American Alternative Insurance Corporation (Seal)
Bidder's Name and Corporate Seal	Surety's Name and Corporate Seal
By: Benji Young	By: [signature]
Signature and Title Benji Young – President	Signature and Title Kara Skinner, Attorney-in-Fact
	(Attach Power of Attorney)
Attest: Kerri Young	Attest: [signature]
Signature and Title Kerri Young – Secretary	Signature and Title Matthew Grenrood, Witness/Attest

DESERT VIEW CONSTRUCTION INC. CORPORATE SEAL STATE OF IDAHO

AMERICAN ALTERNATIVE INSURANCE CORPORATION CORPORATE SEAL 1923 STATE OF DELAWARE

Note: Above addresses are to be used for giving required notice.

A. 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 Surety's liability.

B. 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.

C. This obligation shall be null and void if:

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

2. All Bids are rejected by Owner, or

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 by 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 the 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.

END OF SECTION

CERTIFIED COPY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the AMERICAN ALTERNATIVE INSURANCE CORPORATION, a corporation organized and existing by virtue of the laws of the State of Delaware ("Corporation") with offices at 555 College Road East, Princeton, N.J. 08543, has made, constituted and appointed, and by these presents, does make, constitute and appoint:

Kara Skinner; Cameron Huntsucker; Mercedes Trokey-Moudy; Jennifer Grenrood; Sierra Maine; Matthew Grenrood; and Alexa Bevill

its true and lawful Attorneys-in-Fact, at Princeton, in the State of New Jersey, each of them alone to have full power to act without the other or others, to make, execute and deliver on its behalf, as Surety or Co-surety, bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking so made, executed and delivered shall obligate said Company for any portion of the penal sum thereof in excess of the sum of **One Hundred Million Dollars ($100,000,000)**.
Such bonds and undertakings for said purposes, when duly executed by said Attorney(s)-in-Fact, shall be binding upon said Company as fully and to thesame extent as if signed by the President of said Company under its corporate seal attested by its Secretary.
This appointment is made under and by authority of a certain Resolution adopted at a meeting of the Board of Directors of said Company duly held on the 27th day of August, 1975, a copy of which appears below.

IN WITNESS WHEREOF, the AMERICAN ALTERNATIVE INSURANCE CORPORATION has caused its corporate seal to be hereunto affixed, and these presents to be signed by its duly authorized officers this 24th day of September, 2021.

AMERICAN ALTERNATIVE INSURANCE CORPORATION CORPORATE SEAL 1923 STATE OF DELAWARE

By: Michael G. Kerner
President

Attest: Ignacio Rivera
Deputy General Counsel & Secretary

STATE OF NEW JERSEY, COUNTY OF SOMERSET

The foregoing instrument was acknowledged before me by means of online notarization this 24th day of September, 2021, by Michael G. Kerner and Ignacio Rivera, who are personally known to me.

JILLIAN SANFILIPPO NOTARY PUBLIC NEW JERSEY

Jillian Sanfilippo Notary Public
State of New Jersey
My Commission Expires February 8, 2026

SECRETARY'S CERTIFICATE

The undersigned, Ignacio Rivera, hereby certifies:

1. That the undersigned is Secretary of American Alternative Insurance Corporation, a corporation of the State of Delaware;
2. That the original power of attorney of which the foregoing is a copy was duly executed on behalf of said Corporation on the day of its date, and has not since been revoked, amended or modified; that the undersigned has compared the foregoing copy thereof with said original power of attorney, and that the same is a true and correct copy of said original power of attorney and of the whole thereof;
3. That the original resolution of which the following is a copy was duly adopted at, and recorded in the minutes of, a regular meeting of the Board of Directors of said Corporation duly held on August 4, 1998, and has not since been revoked, amended or modified.

RESOLVED, that each of the following officers of this Corporation, namely, the President, the Executive Vice President, the Senior Vice Presidents, and the Vice Presidents, be, and they hereby are, authorized, from time to time in their discretion, to appoint such agent or agents or attorney or attorneys-in-fact as deemed by them necessary or desirable for the purpose of carrying on this Corporation's business, and to empower such agent or agents or attorney or attorneys-in-fact to execute and deliver, in this Corporation's name and on its behalf, and under its seal or otherwise, surety bonds, surety undertakings or surety contracts made by this Corporation as surety thereon.

RESOLVED, that the signature of any authorized officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney and revocation of any power of attorney or certificate of either given for the execution of any surety bond, surety undertaking, or surety contract, such signature and seal, when so used being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed.

FURTHER RESOLVED, that any prior appointments by the Corporation of MGAs are, in all respects, hereby ratified, confirmed and approved.

FURTHER RESOLVED, that the Secretary or any Assistant Secretary of this Corporation is hereby authorized to certify and deliver to any person to whom such certification and delivery may be deemed necessary and desirable in the opinion of such Secretary or Assistant Secretary, a true copy of the foregoing resolution.

4. The undersigned has compared the foregoing copies of said original resolutions as so recorded, and they are the same true and correct copies of said original resolutions as so recorded and of the whole thereof.

Witness the hand of the undersigned and the seal of said Corporation this 5th day of June, 2025.

AMERICAN ALTERNATIVE INSURANCE CORPORATION CORPORATE SEAL 1923 STATE OF DELAWARE

AMERICAN ALTERNATIVE INSURANCE CORPORATION

Ignacio Rivera (Sep 24, 2021 16:06 EDT)

Ignacio Rivera
Deputy General Counsel & Secretary

TRS-1001-1

MANDATORY BIDDER'S QUALIFICATION CERTIFICATE

Submit with Bid

The undersigned hereby certifies and submits the following qualifications:

1. Company Name and Address

Desert View Construction, Inc. 21520 Ustick Rd. Caldwell, ID 83607

2. State of Oregon CCB Registration Number and Expiration Date:

219308	2/22/2026

3. Number of years in contracting business under present firm name

9 ½ years

4. List recent construction projects performed similar or showing ability to construct the proposed project (Additional sheets may be provided):

Name of project	Contract Value	Owner	Contact Name	Phone
Parma Wastewater Treatment Plant Upgrades	$6,291,080.00	City of Parma, ID	Brandon Farrell Ardurra Engineering	(208) 442-6300
Homedale Waste Water Improvements	$9,818,639.00	City of Homedale, ID	Jake Hyer City of Homedale	(208) 972-2160
Garden Valley Ranchettes Water System Ph. 1 & 2	$791,781.00	Garden Valley Ranchettes Home Owners Assoc.	Stuart Hurley Merrick & Company Engineering	(208) 780-3990
Eagle Sewer District - Influent Pump 4 Mechanical	$72,143.00	Eagle Sewer District	Neil Jenkins Eagle Sewer	(208) 781-2010

Authorized Signature: Benji Young

Name: Benji Young

Title: President

DESERT VIEW CONSTRUCTION INC.
CORPORATE SEAL
STATE OF IDAHO

FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM

PROJECT NAME: Wastewater Treatment Plant Headworks Screen Replacement

BID #: 9637613 BID CLOSING: Date: 6/5/25 Time: 2:00 pm

This form shall be submitted at the location specified in the Advertisement/Invitation to Bid within 2 working hours after the advertised Bid closing time on advertised Bid closing date.

List below the name of each Subcontractor that will be furnishing labor or labor and materials and that is required to be disclosed, the category of work that Subcontractor will be performing, and dollar value of 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) AME Electric	$ 70,000	electrical
2) Trade Masters Const.	$ 10,000	Plumbing
3) N/A	$	HVAC
4)	$	
5)	$	
6)	$	
7)	$	
8)	$	

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): Desert View Construction, Inc.

CONTACT NAME: Benji Young PHONE NO.: (208) 571-0780

DESERT VIEW CONSTRUCTION INC. CORPORATE SEAL STATE OF IDAHO

END OF SECTION

Desert View Construction, Inc.

21520 Ustick Rd.

Caldwell, Idaho 83607

STATE OF IDAHO)

)SS:

COUNTY OF CANYON)

I, Kerri Young, hereby certify that a meeting of the Board of Directors of Desert View Construction, Inc., a corporation existing under the laws of the State of Idaho, held on January 9, 2025, the following resolution was duly passed and adopted:

"RESOLVED, that Benji Young, as President of this Corporation, be and is hereby authorized to execute any and all bids by this Corporation and that his execution thereof, attested by the Secretary of this Corporation, and with the Corporate Seal affixed, shall be the official act and deed of this corporation."

I further certify that said resolution is now in full force and effect.

IN WITNESS THEREOF, I have hereunto set my hand and affixed the official seal of this Corporation this 5th day of June, 2025.

DESERT VIEW CONSTRUCTION INC.
CORPORATE SEAL
STATE OF IDAHO

Kerri Young, Secretary

21520 Ustick Rd.

Caldwell, Idaho 83607

State of Corporation: Idaho

STATE OF OREGON

CONSTRUCTION CONTRACTORS BOARD

LICENSE CERTIFICATE

This document certifies that:

DESERT VIEW CONSTRUCTION INC
21520 USTICK RD
CALDWELL ID 83607

is licensed in accordance with Oregon Law as
Commercial General Contractor Level 1

LICENSE NUMBER: 219308

EXPIRATION DATE: 02/22/2026

ENTITY TYPE: Corporation

DOPL
DIVISION OF OCCUPATIONAL & PROFESSIONAL LICENSES

Division of Occupational and Professional Licenses
11341 W Chinden Blvd. Boise, ID 83720-0063
dopl.idaho.gov

The person, firm, or corporation whose name appears on this certificate has complied with the provisions of the Idaho Contractors Board statutes and/or rules and regulations and is hereby authorized to engage in the activity as indicated below.

DESERT VIEW CONSTRUCTION INC

General Contractor Registration
RCE-43296

Issued: 07-Nov-2024 Expires: 17-Nov-2025

Renewal Required

Russell S. Barron

Russell Barron
Administrator

Printed: 08-Nov-2024

Contractors Board

DESERT VIEW CONSTRUCTION INC
General Contractor Registration
RCE-43296

Expires: 17-Nov-2025

Russell S. Barron

Russell Barron
Administrator

City of Ontario
Wastewater Treatment Plant Headworks Screen Replacement Project
ADDENDUM NO. 1
Issued: May 7, 2025

To All Contract Document Holders:

You are hereby notified of the following revisions, deletions, additions, corrections, and clarifications to the plans, specifications and other documents comprising the Contract Documents for the **City of Ontario, Wastewater Treatment Plant Headworks Screen Replacement Project.** Please note that the bid time and date has NOT changed.

ADVERTISEMENT FOR BIDS

The QuestCDN project number provided in the Advertisement For Bids has been amended to 9637613.

INSTRUCTIONS TO BIDDERS

The QuestCDN project number provided in the Instructions To Bidders has been amended to 9637613.

End revisions for Addendum No. 1

Addendum No. 1 is hereby made a part of the Contract Documents, and its terms and conditions are fully binding on the Contract Document holder. He/she shall acknowledge receipt of Addendum No. 1 on the "Bid Form", page 00 41 13 - 1 of the project documents.

This Addendum No. 1 shall be acknowledged in the bid. Failure to acknowledge this Addendum in the bid proposal may result in the rejection of the bid and is subject to the discretion of the City of Ontario.

RH2 ENGINEERING, INC.

Don Popoff, P.E., RH2 Engineering, Inc.

Issued May 7, 2025

REGISTERED PROFESSIONAL ENGINEER
97338
OREGON
MAY 11, 2021
DONALD G. POPOFF

EXPIRES: 12/31/2026

Signed
5/07/2025

Benj Y
6/5/25

DESERT VIEW CONSTRUCTION INC.
CORPORATE SEAL
STATE OF IDAHO

CONTRACT DOCUMENTS FOR

CITY OF ONTARIO WASTEWATER TREATMENT PLANT HEADWORKS SCREEN REPLACEMENT PROJECT

SPRING 2025

CONTRACT DOCUMENTS

FOR

CONSTRUCTION OF

CITY OF ONTARIO WASTEWATER TREATMENT PLANT HEADWORKS SCREEN REPLACEMENT PROJECT

FOR

CITY OF ONTARIO, OREGON

SPRING 2025

SECTION 00 01 10 – TABLE OF CONTENTS
FOR
WASTEWATER TREATMENT PLANT HEADWORKS SCREEN REPLACEMENT PROJECT
FOR
CITY OF ONTARIO, OREGON

APPENDICES

Appendix A	Ontario Wastewater System Improvements 1993, Anderson Perry & Associates, Inc. (Sheets 36-38)
Appendix B	Huber Technology Design Equipment Option, November 2024

PLANS

END OF SECTION

ADVERTISEMENT FOR BIDS

Sealed Bids for construction for the Wastewater Treatment Plant Headworks Screen Replacement Project, addressed to City of Ontario, Attention: Marshall Pierce, will be received at the office of the City of Ontario Public Works, 1551 N.W. 9th Street, Ontario, OR, 97914, (Owner), until 2:00 PM, local time, on Thursday, June 5, 2025. Any Bids received after the specified time will not be considered.

Bids will then be publicly opened and read. A virtual Bid opening will NOT be held.

The Project includes:

- Procurement, removal and installation of an in-kind headworks mechanical screen, wash down compactor and control system.
- Installation of a new manual bar screen and two slide gates.
- Demolition and removal of existing septage receiving equipment.
- Minor ancillary work including but not limited to installation of a mechanical louver, repairing and replacing CMU block walls, penetrations and other miscellaneous appurtenances.

The Work is required to be completed within 300 calendar days from the notice to proceed.

Bidding Documents can be secured electronically for $22.00 through the following service: QuestCDN, at https://www.questcdn.com/; Project Number 9367613.

Each Bid must be submitted on the prescribed Bid Form and accompanied by Bid security as prescribed in the Instructions to Bidders.

Successful Bidder will be required to furnish the additional bond(s) and insurance prescribed in the Bidding Documents.

Prior to submission of its Bid, Bidder shall be registered with the Oregon Construction Contractors Board.

Bidders are not formally required to be prequalified by Owner to perform the type and size of Work contemplated herein. However, bidders are required to meet the qualifications of having performed similar projects as called out in the Instruction to Bidders.

Bidders shall be qualified in accordance with the applicable parts of ORS 279C.430 through ORS 279C.450 in order to submit a Bid.

In order to submit a Bid, Bidders shall comply with the requirements listed in the Instructions to Bidders.

No Bid will be received or considered by Owner unless the Bid contains, or is accompanied by, a statement by Bidder that Bidder accepts prevailing wage rate provisions required by ORS 279C.840.

For information concerning the proposed Work, please contact:

RH2 Engineering: Don Popoff PE, Project Manager, (208) 807-0015, dpopoff@rh2.com

Owner's Representative: Marshall Pierce, City Engineer, (541) 889-8572.

Attendance at a pre-bid conference is not a mandatory requirement of submitting a Bid for this Project, but it is encouraged. A pre-bid conference will be held on Tuesday, May 20th at 2 PM local time at the Wastewater Treatment Plant, 2405 Malheur Drive, Ontario, Oregon 97914. Refer to Instructions to Bidders for additional information.

Owner's right is reserved to reject all Bids or any Bid not conforming to the intent and purpose of the Bidding Documents.

END OF SECTION

SECTION 00 21 13 - INSTRUCTIONS TO BIDDERS

1.1 DEFINED TERMS

A. Terms used in these Instructions to Bidders have the meanings indicated in the General Conditions and Supplementary Conditions. Additional terms used in these Instructions to Bidders have the meanings indicated below:

1. *Issuing Office*—The office from which the Bidding Documents are to be issued and where the bidding procedures are to be administered. Ontario Public Works, 1551 NW 9th Street, Ontario, OR 97914.

1.2 COPIES OF BIDDING DOCUMENTS

A. Complete Digital Contract Documents are available at www.questcdn.com for a non-refundable fee of Twenty-two Dollars ($22) by inputting Quest Project No. 9367613 on the website's Project Search page (Contact QuestCDN.com with question at 952-233-1632 or info@questcdn.com for assistance in the free membership registration, downloading, and working with digital project information).

B. Complete sets of Bidding Documents shall be used in preparing Bids. Neither Owner nor Engineer assumes responsibility for errors or misinterpretations resulting from use of incomplete sets of Bidding Documents.

C. Owner and Engineer, in making 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.

1.3 QUALIFICATIONS OF BIDDERS

A. In order to perform public work, Bidder, and its Subcontractors, prior to award of Contract or as otherwise required by the jurisdiction, shall hold or obtain such licenses as required by State Statutes, and federal and local Laws and Regulations.

B. Bidder shall have successfully completed projects of similar size and complexity.

C. Bidder is advised to carefully review those portions of the Bid Form requiring representations and certifications.

D. Bidder shall not be listed on the Bureau of Labor and Industries list of persons having violated prevailing wage rate laws as required in ORS 701.227.

E. Bidder shall not be in violation of any tax laws as required in ORS 305.385.

F. Bidder shall have a drug-testing program as required in ORS 279C.505.

1.4 REGISTRATION REQUIREMENTS

A. In order to submit a Bid, a person, partnership, corporation, or joint venture shall have a current, valid license issued by the Oregon Construction Contractors Board, as required by ORS 701.055.

1.5 EXAMINATION OF BIDDING DOCUMENTS, OTHER RELATED DATA, AND SITE

A. Subsurface and Physical Conditions:

1. Supplementary Conditions identify drawings and reports known to Owner for this Site that are pertinent to the project.

B. Copies of reports and drawings referenced are made available by Owner to any Bidder in the appendices. The "technical data" contained therein upon which Bidder is entitled to rely as provided in Paragraph 5.03 of the General Conditions has been identified and established in Paragraph 5.03 of the Supplementary Conditions. Bidder is responsible for any interpretation or conclusion Bidder draws from any "technical data" or any other data, interpretations, opinions, or information contained in such reports or shown or indicated in such drawings. Costs associated with making available copies of reports and drawings shall be borne by Bidder.

C. 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 Paragraph 5.03 through Paragraph 5.05 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 as a result of 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 5.06 of the General Conditions.

D. On request, Owner will provide each 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.

E. Safety: Paragraph 7.12.C of the General Conditions indicates that if an Owner safety program exists, it will be noted in the Supplementary Conditions.

F. It is responsibility of each Bidder before submitting a Bid to:

1. Examine and carefully study the Bidding Documents, other related data identified in the Bidding Documents, and any Addenda.

2. Visit the Site to become familiar with and satisfy Bidder as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

3. 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.

4. 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 the Site-related reports and drawings identified in

the Bidding Documents, with respect to the effect of such information, observations, and documents on:

a. Cost, progress, and performance of the Work.

b. 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.

c. Bidder's safety precautions and programs.

5. 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.

6. 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.

7. Promptly give Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovers in Bidding Documents and confirm that written resolution thereof by Engineer is acceptable to Bidder.

8. Determine Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance of the Work.

G. Submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this article; that without exception the Bid is premised upon performing and furnishing the Work required by Bidding Documents and applying specific means, methods, techniques, sequences, and procedures of construction that may be shown or indicated or expressly required by Bidding Documents; that Bidder has given Engineer written notice of all conflicts, errors, ambiguities, and discrepancies that Bidder has discovered in Bidding Documents and the written resolutions thereof by Engineer are acceptable to Bidder; and that Bidding Documents are generally sufficient to indicate and convey understanding of terms and conditions for performing and furnishing the Work.

1.6 PREBID CONFERENCE

A. A non-mandatory prebid conference will be held on Tuesday, May 20th at 2 PM local time. Representatives of Owner and Engineer will be present to discuss the Project. Bidders are encouraged to attend and participate in the conference. Engineer will transmit to prospective Bidders of record such Addenda as Engineer considers necessary in response to questions arising at the conference. Oral statements may not be relied upon and will not be binding or legally effective.

1.7 SITE AND OTHER AREAS

A. The Site is identified 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.

1.8 ENVIRONMENTAL AND NATURAL RESOURCES LAWS AND REGULATIONS

A. Bidder's attention is directed to the Supplementary Conditions for ordinances and regulations dealing with the prevention of pollution and preservation of natural resources which may affect the performance of the Work. Bidder shall take such ordinances and regulations into consideration in preparation and submission of its Bid.

1.9 INTERPRETATIONS AND ADDENDA

A. All questions about the meaning or intent of the Bidding Documents are to be submitted to 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 the office issuing documents as having received the Bidding Documents. Questions received less than **7** 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.

1. Addenda may also be issued to clarify, correct, or change the Bidding Documents as deemed advisable by Owner or Engineer.

1.10 BID SECURITY

A. Bid shall be accompanied by Bid security made payable to Owner in an amount of 5 percent of Bidder's maximum Bid price and in the form of a certified check, bank money order, or a penal Bid bond (on the attached form), issued by a surety meeting the requirements of Paragraph 6.01 of the General Conditions.

1. In addition to types of Bid security listed above, the following will also be acceptable: Irrevocable letter of credit or cashier's check.

B. 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 the time period specified in Article Signing of Agreement, 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. 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 the 7th day after the Effective Date of the Agreement or the number of days specified for all Bids to remain subject to acceptance in Article Bids to Remain Subject to Acceptance, whereupon Bid security furnished by such Bidders will be returned.

C. Bid security of other Bidders whom Owner believes do not have a reasonable chance of receiving the award will be returned within 7 days after Bid opening.

1.11 CONTRACT TIMES

A. The number of days within which, or the dates by which, the Work is to be substantially completed and ready for final payment are set forth in the Agreement.

1.12 LIQUIDATED DAMAGES

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

1.13 SUBSTITUTE AND "OR-EQUAL" ITEMS

A. 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, unless an item has been pre-approved and indicated in the Bidding Documents. 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.

B. Equipment Substitutions

Construction drawings and the general scope of work have been designed around specific equipment noted on the drawings or technical specifications. It is the intent of the Owner to accept bids based on the current specified equipment. Equipment Substitutions will not be reviewed during the bidding process. Once under contract Equipment Substitutions can be requested per these Technical Specifications. No guarantees should be assumed that Substitutions will be granted.

1.14 SUBCONTRACTORS, SUPPLIERS, AND OTHERS

A. Oregon Revised Statutes (ORS) 279C.370 requires Bidders for public improvement projects exceeding $100,000 in Contract Price to submit First-Tier Subcontractor Disclosure Form with Bid, or within 2 working hours of Bid closing. Disclosure form identifies first-tier Subcontractors that will furnish labor or labor and materials equal to 5 percent of Contract Price or $15,000 whichever is greater, or $350,000, regardless of percentage of Contract Price. Disclosure form not submitted with Bid or within 2 working hours of Bid closing will cause Bid to be considered nonresponsive.

B. If Owner or Engineer, after due investigation, has reasonable objection to any proposed Subcontractor, Supplier, individual, or entity, Owner may, before the Notice of Award is given, request apparent Successful Bidder to submit a substitute acceptable substitute. Bidder's Bid price will be increased (or decreased) by the difference in cost occasioned by such substitution, and Owner may consider such price adjustment in evaluating Bids and making the Contract award.

C. If apparent Successful Bidder declines to make any such substitution, Owner may award the Contract to the next lowest Bidder that proposes to use acceptable Subcontractors, Suppliers, individuals, or entities. Declining to make requested substitutions will not constitute grounds for forfeiture of the Bid security of any Bidder. Any Subcontractor, Supplier, individual, or entity 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 General Conditions Paragraph 7.06.E.

D. Contractor shall not be required to employ any Subcontractor, Supplier, individual, or entity against whom Contractor has reasonable objection.

1.15 WAGE RATES

A. The Work under these Bidding Documents is to be paid for by public funds; therefore, minimum prevailing wage rates effective at the date and time of the Advertisement to Bid published by the Oregon Bureau of Labor & Industries (https://www.oregon.gov/boli/employers/Pages/prevailing-wage-rates.aspx) shall apply. Refer to Paragraph 7.10 of the Supplementary Conditions for more information.

Oregon Statutes require that Bids for public work, including those public work projects financed by federal funds and subject to the Davis Bacon Act, shall include a statement by Bidder that it will include in its Agreement the provisions of ORS 279C.840 or 40 USC 276a. When the Bid Form in the Bidding Documents contains a statement of Bidder's declaration of compliance with ORS 279C.840 or 40 USC 276a, the Bidder's signing of the Bid constitutes compliance with this Oregon Statute. If the Bid Form does not contain such statement, each Bidder shall submit with its Bid for the Work, a separately signed statement that it will include the provisions of ORS 279C.840 or 40 USC 276a in the Agreement.

B. Oregon Statute 279C.836 requires that, before starting work on a contract or subcontract for a public works project, Contractor or Subcontractor shall file with the Construction Contractors Board a public works bond with the corporate surety authorized to do business in the State of Oregon in the amount of $30,000.

1.16 PREPARATION OF BID

A. With the Bidding Documents, Bidder will be furnished with the Bid Form, and, if applicable, the Bid Bond Form. No substitution of the Bid Form will be allowed.

B. All blanks on the Bid Form shall be completed by typing or printing with ink and the Bid Form signed in ink. Erasures or alterations shall be initialed in ink by the person signing the Bid Form. A Bid price shall be indicated for each Bid item listed therein or the words "No Bid," "No Change," or "Not Applicable" entered.

C. 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 seal shall be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown.

D. 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.

E. 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.

F. A Bid by an individual shall show the Bidder's name and official address.

G. A Bid by a joint venture shall be executed by each joint venturer in the manner indicated on the Bid Form. The official address of the joint venture shall be shown.

H. All names shall be typed or printed in ink below the signatures.

I. The Bid shall contain an acknowledgement of receipt of all Addenda; the numbers of which shall be filled in on the Bid Form.

J. Postal and e-mail addresses and telephone number for communications regarding the Bid shall be shown.

K. 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. Bidder's state contractor license number and class, if applicable, shall also be shown on the Bid Form.

1.17 BASIS OF BID; COMPARISON OF BIDS

A. Unit Price:

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

2. 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 13.03 of the General Conditions along with these specifications.

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

B. Award will be based on the available project budget, the amount for Base Bid, and/or the combination of any or none of the alternates. Individual bid alternates will not be awarded to separate bidders. The Owner reserves the right to remove any pay items, schedules and bid alternates from the work after bid is awarded.

1.18 SUBMISSION OF BID

A. The unbound copy of the Bid Form is to be completed and submitted with the Bid security and the following data:

1. Mandatory Bidder's Qualification Certificate

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

3. Contractor's License No.: 63434 .

4. First-Tier Subcontractor Disclosure Form

B. A Bid shall be submitted no later than the date and time prescribed, and at the place indicated in the Advertisement for Bids. Enclose Bid in a plainly marked package with the Project title (and, if applicable, the designated portion of the Project for which the Bid is submitted), name and address of Bidder, and accompanied by the Bid security and other required documents.

1. 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."

1.19 MODIFICATION AND WITHDRAWAL OF BID

A. 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.

B. If within 24 hours after Bids are opened any Bidder files a duly signed written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its Bid, and the Bid security will be returned. Thereafter, if the Work is rebid, that Bidder will be disqualified from further bidding on the Work.

1.20 OPENING OF BIDS

A. Bids will be opened at the time and place indicated in the Advertisement for Bids and unless obviously nonresponsive, read aloud publicly. An abstract of the amounts of the Total Bid (BASE + ALT) will be made available to Bidders after the opening of Bids.

1.21 BIDS TO REMAIN SUBJECT TO ACCEPTANCE

A. 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.

1.22 EVALUATION OF BIDS AND AWARD OF CONTRACT

A. 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. Owner may also reject the Bid of any Bidder if Owner believes that it would not be in the best interest of the Project to make an award to that Bidder. 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.

B. 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.

C. 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.

D. In evaluating Bidders, Owner may consider the qualifications of Bidders and may consider the qualifications and experience of Subcontractors, Suppliers, and other individuals or entities proposed for those portions of the Work for which the identity of Subcontractors, Suppliers, and other individuals or entities must be submitted either with the Bid, or otherwise prior to issuance of the Notice of Award.

E. Owner may conduct such investigations as Owner deems necessary to establish 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.

F. If the Contract is to be awarded, Owner will award the Contract to Bidder whose Bid is in the best interests of the Project.

1.23 CONTRACT SECURITY AND INSURANCE

A. Article 6 of the General Conditions, as may be modified by the Supplementary Conditions, sets forth Owner's requirements as to bonds and insurance. When Successful Bidder delivers executed Agreement to Owner, it shall be accompanied by such bonds.

1.24 SIGNING OF AGREEMENT

A. When Owner issues a Notice of Award to Successful Bidder, it shall be accompanied by the required number of unsigned counterparts of the Agreement along with the other Contract Documents that 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 10 days thereafter, Owner shall deliver one fully signed counterpart to Successful Bidder with a complete set of the Drawings with appropriate identification.

1.25 RETAINAGE

A. Provisions concerning retainage and Contractor's rights to deposit securities in lieu of retainage, if applicable, are set forth in the Agreement.

END OF SECTION

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NOTE TO BIDDER: Use typewriter or ink for completing this Bid Form.

BID FORM

1.1 BIDDER

Bidder Name: Tapani Inc.

1.2 BID RECIPIENT

A. This Bid is submitted to:

Owner: City of Ontario
Attention: Marshall Pierce
Address: 1551 N.W. 9th Street, Ontario, OR 97914
Project Identification: Wastewater Treatment Plant Headworks Screen Replacement Project

1. 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.

B. BIDDER'S ACKNOWLEDGEMENTS

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

C. BIDDER'S REPRESENTATIONS

1. In submitting this Bid, Bidder represents that:

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

Addendum No.	Addendum Date
1	5/7/2025

(Bidder shall insert number of each Addendum received.)

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 as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

d. Bidder has carefully studied: i) reports of explorations and tests of subsurface conditions at or contiguous to the Site and drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) which have been identified in Paragraph 5.03 of the Supplementary Conditions as containing reliable "technical data,"; and ii) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in Paragraph 5.06 of the Supplementary Conditions as containing reliable "technical data."

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

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

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 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 terms and conditions for the performance of the Work for which this Bid is submitted.

D. BIDDER'S CERTIFICATION

1. Bidder Certifies:

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:

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

   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

   3) (c) to deprive Owner of the benefits of free and open competition;

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

   5) "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.

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

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

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

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

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

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

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

E. BASIS OF BIDS

Bidder must submit a bid on all schedules, base bid, and bid alternates for bid to be accepted. Award will be based on the available project budget, the amount for Base Bid, and/or the combination of any or none of the alternates. Individual bid alternates will not be awarded to separate bidders. The Owner reserves the right to remove any pay items, schedules and bid alternates from the work after bid is awarded.

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

Base Bid Schedule					
Item	Item Description	Unit	Qty	Unit Price	Total
1.	Mobilization, Demobilization, Site Preparation, and Cleanup *(**Max 10% of Total Bid)*	LS	1	$ 70,000.00	$ 70,000.00
2.	Mechanical Screen, Wash and Compactor and Controls Equipment	LS	1	$404,000.00	$404,000.00
3.	Bypass System No. 1 – Stage 1	LS	1	$ 3,100.00	$ 3,100.00
4.	Bypass System No. 1 – Stage 2	LS	1	$5,200.00	$ 5,200.00
5.	Bypass System No. 1 – Stage 3	LS	1	$ 1,400.00	$ 1,400.00
6.	Demolition	LS	1	$29,000.00	$29,000.00
7.	Facility Mechanical	LS	1	$107,530.00	$107,530.00
8.	Facility Structural	LS	1	$24,000.00	$ 24,000.00
9.	Facility Electrical and Automatic Control	LS	1	$36,900.00	$36,900.00
10.	Construction Records and O&M Manuals	LS	1	$3,000	$3,000
11.	Testing, Startup and Training	LS	1	$8,000	$8,000
12.	Owner's Contingency	DOL	1	$10,000	$10,000
				Total Base Bid Amount	$ 702,130.00

Bid Alternate Schedule					
Item	Item Description	Unit	Qty	Unit Price	Total
12.	Hose Bib and Heat Trace in Screen Handling room	LS	1	$10,600.00	$ 10,600.00
13.	Remove/Install Utility Service Doors	LS	1	$ 6,915.00	$ 6,915.00
14.	Bollard Installation	EA	1	$ 1,055.00	$ 1,055.00
15.	Additional FRP Grating and Installation	SF	100	$ 63.00	$6,300.00
				Total Alternative Bid Amount	$ 24,870.00

TOTAL BID AMOUNT (BASE + ALT):	$ 727,000.00

Total Bid Amount in Words:
Seven hundred twenty seven thousand and no cents

F. TIME OF COMPLETION

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

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

G. ATTACHMENTS TO THIS BID

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

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

   b. Mandatory Bidder's Qualification Certificate.

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

   d. Contractor's License No.: 63434

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

H. DEFINED TERMS

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

I. BID SUBMITTAL

1. This Bid submitted by: If Bidder is:

   An Individual

   Name (typed or printed): ____________________

   By (signature): ____________________

   Doing business as: ____________________

   A Partnership

   Partnership Name: ____________________ (SEAL)

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

   Name (typed or printed): ____________________

   A Corporation

Corporation Name: Tapani Inc. (SEAL)

State of Incorporation: Washington

Type (General Business, Professional, Service, Limited Liability) C Corporation

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

Name (typed or printed): Lance Tapani

Title: Lead Estimator/Owner (CORPORATE SEAL)

Attest: ______________________ Kevin Tapani
(Signature of Corporate Secretary)

Date of Qualification to do business in (state where Project is located) is: 1/24/1990.

A Joint Venture

Joint Venturer Name: ______________________ (SEAL)

By: ______________________
(Signature of joint venture partner – attach evidence of authority to sign)

Name (typed or printed): ______________________

Title: ______________________
(Each member of the 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 98604

Phone No.: 360-687-1148 FAX No.: 360-687-7968

E-mail: bidadmin@tapani.com

SUBMITTED on June 5, 20 25

Oregon Contractor's License No.: 63434

Contractor's License Class (where applicable): Commercial General Contractor Level 1

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

X Yes ______ No

END OF SECTION

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 06183

OWNER (Name and Address): City of Ontario, 1661 NW 9th St., Ontario, OR 97914

BID

Bid Due Date: June 5, 2025

Project (Brief Description Including Location): Wastewater Treatment Plant Headworks Screen Replacement Project Ontario, OR

BOND

Bond Number: N/A

Date (Not later than Bid due date): May 21, 2025

Penal sum Five Percent of Total Amount Bid--- (Words) 5% of Total Amount Bid--- (Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Bid Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

BIDDER	SURETY
Tapani, Inc. (Seal)	Travelers Casualty and Surety Company of America (Seal)
Bidder's Name and Corporate Seal	Surety's Name and Corporate Seal
By: Tod Tapani	By:
Signature and Title Vice President	Signature and Title Gloria Bruning, Attorney-in-fact
	(Attach Power of Attorney)
Attest: Kevin Tapani	Attest:
Signature and Title Vice President / Secretary	Signature and Title Witness for Surety

Note: Above addresses are to be used for giving required notice.

A. 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 Surety's liability.

B. 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.

C. This obligation shall be null and void if:

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

2. All Bids are rejected by Owner, or

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 by 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 the 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.

END OF SECTION

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**.

HARTFORD, CONN. — HARTFORD, CONN. — CORPORATE SEAL

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 CONNECTICUT

____
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 21st day of May, 2025.

HARTFORD, CONN. — HARTFORD, CONN. — CORPORATE SEAL

____
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.

MANDATORY BIDDER'S QUALIFICATION CERTIFICATE

Submit with Bid

The undersigned hereby certifies and submits the following qualifications:

1. Company Name and Address

Tapani Inc. - Main Headquarters 1705 SE 9th Avenue Battle Ground, WA 98604	Tapani Inc. - Tualatin Office 18500 SW Pacific Hwy Tualatin, OR 97062

2. State of Oregon CCB Registration Number and Expiration Date:

63434	1/22/2027

3. Number of years in contracting business under present firm name

13 years as Tapani Inc. and 29 years as Tapani Underground Inc.

4. List recent construction projects performed similar or showing ability to construct the proposed project (Additional sheets may be provided):

Name of project	Contract Value	Owner	Contact Name	Phone
Sutherlin Wastewater Treatment Plant Improvements	$16,744,484.00	City of Sutherlin	Tyler Molatore Dyer Partnership	541-459-4619
BG Flow Equalization System Improvements	$5,267,945.00	City of Battle Ground	Mark Herceg	360-342-5072
Salmon Creek Treatment Plant Odor Control and Existing Facilities Improvements	$7,894,904.00	Clark Regional Wastewater District	Heath Henderson Thomas Lebo	360-993-8815 360-993-8816
Wastewater Treatment Improvements Project	$1,985,795.00	City of Washougal	Trevor Evers Ryan Baker	360-835-2662 Ext. 202 360-835-8501 Ext. 204

Authorized Signature: [signature]

Name: Lance Tapani

Title: Lead Estimator/Owner

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000403
TAPANI INC
PO BOX 1900
BATTLE GROUND WA 98604

CONSTRUCTION CONTRACTORS BOARD
LICENSE CERTIFICATE

LICENSE NUMBER: 63434

EXPIRATION DATE: 01/22/2027

ENTITY TYPE: Corporation

CONSTRUCTION CONTRACTORS BOARD
LICENSE CERTIFICATE

TAPANI INC

PO BOX 1900

BATTLE GROUND WA 98604

POCKET CARD

fold and detach along perforation

LICENSE CARD

STATE OF OREGON
CONSTRUCTION CONTRACTORS BOARD
LICENSE CERTIFICATE

This document certifies that:

TAPANI INC
PO BOX 1900
BATTLE GROUND WA 98604

is licensed in accordance with Oregon Law as
Commercial General Contractor Level 1

LICENSE NUMBER: 63434

EXPIRATION DATE: 01/22/2027

ENTITY TYPE: Corporation

Tapani Inc.
PO Box 1900 • 1904 SE 6th Place
Battle Ground, WA 98604
(360) 687-1148 • (360) 687-7968 FAX

August 30, 2012

Hello!

We have exciting news to share with you! We are changing our name from Tapani Underground Inc. to Tapani Inc. The name change is due to the following reason:

- Tapani Underground Inc is involved in many more aspects of the construction industry than just the underground portion.

The changes that will be implemented include the logo change and our website, Tapani.com. Our logo is our brand and we will keep the style the same with the subtle changes as seen below.

We are the same company with the same people, just a change in name.

Thank you,

Leigh Tapani
President

First Name	Last Name	Employee Status	Title	Date Hired	Years Of Service
Stacey	Palomaki	Active	Assistant Project Manager II	2/2/2021	4 Years, 1 Month, 12 Days
Steven	Tapani	Active	Assistant Superintendent	5/6/2013	11 Years, 10 Months, 8 Days
Cameron	Massie	Active	Assistant Superintendent	2/12/2024	1 Year, 1 Month, 2 Days
Jeremy	Cooper	Active	Assistant Superintendent	10/14/2024	5 Months
Kevin	Clark	Active	Crusher Foreman	6/20/2023	1 Year, 8 Months, 22 Days
Romaine	Rotschy	Active	Director of Estimating	2/20/2012	13 Years, 22 Days
Robert	Kaarto	Active	Equipment Manager	9/28/2009	14 Years, 3 Months, 11 Days
Nicholas	Hendershot	Active	Estimating Lead	6/24/2009	15 Years, 8 Months, 18 Days
Lance	Tapani	Active	Estimating Lead	7/9/2001	23 Years, 8 Months, 5 Days
Cory	Mahoney	Active	Estimating Lead	3/23/2015	9 Years, 11 Months, 19 Days
Blade	Granger	Active	Estimating Lead	11/16/2020	4 Years, 3 Months, 26 Days
Joseph	Cahoon	Active	Estimating Lead	5/1/2018	5 Years, 7 Months, 1 Day
Charlotte	Dwonch	Active	Estimator Administrator	9/14/2015	9 Years, 6 Months
Caitlin	Hatfield	Active	Estimator Assistant I	9/25/2018	5 Years, 8 Months, 24 Days
Charles	Smith	Active	Estimator Assistant I	9/21/2020	4 Years, 5 Months, 21 Days
Lourdes	Soto	Active	Estimator Assistant I	10/23/2023	1 Year, 4 Months, 19 Days
Bryan	Hendershot	Active	Estimator Assistant II	4/5/2018	6 Years, 11 Months, 9 Days
Douglas	Sanders	Active	Estimator I	4/10/2006	18 Years, 11 Months, 4 Days
Kai	Humphrey	Active	Estimator I	9/30/2020	4 Years, 5 Months, 14 Days
Patrick	Bachmeier	Active	Estimator I	9/1/2021	3 Years, 6 Months, 13 Days
William	Greenwood	Active	Estimator I	10/26/2021	3 Years, 4 Months, 16 Days
Anthony	Wagenknecht	Active	Estimator I	2/13/2023	2 Years, 1 Month, 1 Day
Rylan	Hersey	Active	Estimator II	3/20/2015	9 Years, 11 Months, 22 Days
David	Preuss	Active	Estimator II	7/31/2023	1 Year, 7 Months, 14 Days
David	Ruonavaara	Active	Estimator II	11/11/2024	4 Months, 3 Days
Anthony	Martin	Active	Estimator III	11/1/2023	1 Year, 4 Months, 13 Days
Aaron	Halling	Active	Estimator III	11/21/2005	19 Years, 3 Months, 21 Days
Cliff	Kelley	Active	Fabrication Foreman	3/14/2013	12 Years
Steven	Tomsik	Active	Fabrication Project Manager	12/13/2022	2 Years, 3 Months, 1 Day
Anna	Rhoades	Active	Facilities Coordinator	12/27/2018	6 Years, 2 Months, 15 Days
Don	Toivonen	Active	Facilities Lead I	1/14/2019	6 Years, 2 Months
Samuel	Rhoades	Active	Facilities Supervisor	5/2/2008	16 Years, 10 Months, 12 Days

Management/Supervisory Employees

Nathan	Kaski	Active	Field Operations Director	1/3/2002	23 Years, 2 Months, 11 Days
Ryan	Zumstein	Active	Field Tech Foreman	2/15/2010	15 Years, 27 Days
Thomas	Williamson	Active	Field Tech Foreman	3/11/2019	6 Years, 3 Days
Marty	McDaniels	Active	Finance Director	7/18/2005	19 Years, 7 Months, 24 Days
Norvell	McDaniels	Active	Fleet Director	3/30/2007	17 Years, 11 Months, 14 Days
Cory	Peterson	Active	Foreman I	6/9/2015	9 Years, 9 Months, 5 Days
Stephen	New	Active	Foreman I	1/28/2019	6 Years, 1 Month, 14 Days
Rylan	Tapani	Active	Foreman I	10/2/2019	5 Years, 5 Months, 12 Days
Arthur	Lipe	Active	Foreman I	1/29/2018	4 Years, 10 Months, 13 Days
Richard	Graves	Active	Foreman I	1/26/2016	7 Years, 10 Months, 27 Days
Kasey	Wallace	Active	Foreman I	11/27/2017	7 Years, 3 Months, 15 Days
Joshua	Sixberry	Active	Foreman I	4/20/2017	7 Years, 10 Months, 22 Days
Kevin	Terwilleger	Active	Foreman I	6/6/2017	4 Years, 9 Months, 25 Days
Michael	Whittaker	Active	Foreman I	7/17/2017	7 Years, 7 Months, 25 Days
Isaac	Martinez	Active	Foreman I	1/18/2022	3 Years, 1 Month, 24 Days
Brett	Childress	Active	Foreman I	2/7/2023	2 Years, 1 Month, 7 Days
Logan	McNealy	Active	Foreman I	10/4/2021	3 Years, 5 Months, 10 Days
Shane	Kaski	Active	Foreman I	2/4/2019	6 Years, 1 Month, 10 Days
Austin	Maygra	Active	Foreman I	2/10/2020	5 Years, 1 Month, 4 Days
Austyn	Finley	Active	Foreman I	4/20/2020	4 Years, 10 Months, 22 Days
Nicholas	Pierson	Active	Foreman I	4/6/2020	4 Years, 11 Months, 8 Days
Grant	Tapani	Active	Foreman I	5/4/2020	4 Years, 10 Months, 10 Days
Tobias	Gamble	Active	Foreman I	4/30/2020	4 Years, 10 Months, 14 Days
Ian	McAble	Active	Foreman I	2/26/2024	1 Year, 16 Days
James	Nottingham	Active	Foreman I	5/8/2023	1 Year, 10 Months, 6 Days
Chase	Simonson	Active	Foreman I	8/12/2021	3 Years, 7 Months, 2 Days
Spencer	Granger	Active	Foreman I	5/30/2023	1 Year, 9 Months, 14 Days
Kevin	Ralston	Active	Foreman I	9/18/2024	5 Months, 24 Days
David	McVay	Active	Foreman I	2/16/2024	1 Year, 26 Days
Tyler	Robinson	Active	Foreman I	3/18/2024	11 Months, 24 Days
Michael	Lindstedt	Active	Foreman I	5/6/2024	10 Months, 8 Days
Sodavuth	Chhim	Active	Foreman I	5/28/2024	9 Months, 14 Days
Kelly	Erickson	Active	Foreman I	6/24/2024	8 Months, 18 Days

Management/Supervisory Employees

Thomas	Wiesner	Active	Foreman I	7/1/2024	8 Months, 13 Days
Kolby	Valdez	Active	Foreman II	8/12/2024	7 Months, 2 Days
Justin	Batty	Active	Foreman II	3/11/2024	1 Year, 3 Days
Joshua	Vanderzanden	Active	Foreman II	9/23/2024	5 Months, 19 Days
Tyler	Haggstrom	Active	Foreman II	11/18/2024	3 Months, 24 Days
Bradley	Catt	Active	Foreman II	9/25/2023	1 Year, 5 Months, 17 Days
John	Rhodes	Active	Foreman II	5/22/2019	5 Years, 9 Months, 20 Days
Robert	Trent	Active	Foreman II	4/11/2023	1 Year, 11 Months, 3 Days
Shawn	Zenner	Active	Foreman II	12/19/2022	2 Years, 2 Months, 23 Days
David	Boespflug	Active	Foreman II	5/31/2016	8 Years, 9 Months, 14 Days
Michael	Glass	Active	Foreman II	11/16/2015	9 Years, 3 Months, 26 Days
Wade	Holdsworth	Active	Foreman II	8/19/2015	9 Years, 6 Months, 23 Days
Teryn	Muonio	Active	Foreman II	5/26/2015	9 Years, 9 Months, 16 Days
Jason	Haggard	Active	Foreman II	4/6/2015	9 Years, 11 Months, 8 Days
Cory	Borges	Active	Foreman II	4/30/2012	12 Years, 10 Months, 14 Days
Austin	Stephenson	Active	Foreman II	7/6/2012	12 Years, 8 Months, 8 Days
John	Homola	Active	Foreman II	5/18/2009	15 Years, 9 Months, 24 Days
Keith	Yancey	Active	Foreman III	4/23/2007	17 Years, 10 Months, 19 Days
Joseph	Hallstrom	Active	Foreman III	1/14/1997	28 Years, 2 Months
Anthony	Hicks	Active	Foreman III	12/8/2003	21 Years, 3 Months, 6 Days
Keith	Miller	Active	Foreman III	4/28/2000	24 Years, 10 Months, 14 Days
Colin	Armes	Active	Foreman III	1/14/2005	20 Years, 26 Days
Neil	Stadeli	Active	Foreman III	6/22/2011	13 Years, 8 Months, 20 Days
Kenny	Uskoski	Active	Foreman III	5/27/2014	10 Years, 9 Months, 15 Days
Daniel	Ackley	Active	Foreman III	2/4/2015	10 Years, 1 Month, 10 Days
Logan	McDonald	Active	Foreman III	8/13/2014	10 Years, 7 Months, 1 Day
Jacob	Hastings	Active	Foreman III	12/15/2016	8 Years, 2 Months, 27 Days
Jaime	Mina Castro	Active	Foreman III	6/2/2017	7 Years, 9 Months, 12 Days
Harris	Garcia	Active	Foreman III	8/24/2020	4 Years, 6 Months, 18 Days
Raymond	Miller	Active	Foreman III	10/2/2023	1 Year, 5 Months, 12 Days
David	Bethje	Active	Foreman III	10/30/2023	1 Year, 4 Months, 14 Days
Andrew	Palomaki	Active	General Superintendent II	5/4/2020	4 Years, 10 Months, 10 Days
John	Jordan	Active	General Superintendent II	3/22/2017	7 Years, 11 Months, 20 Days

Management/Supervisory Employees

Dave	Barela	Active	General Superintendent II	11/20/2014	10 Years, 3 Months, 22 Days
Zane	Shaut	Active	General Superintendent II	5/7/2015	9 Years, 10 Months, 7 Days
Reuben	Halme	Active	General Superintendent II	5/23/2012	12 Years, 1 Month, 20 Days
Jamey	Radford	Active	General Superintendent II	8/12/1991	33 Years, 7 Months, 2 Days
Warren	Sarkinen	Active	General Superintendent II	8/10/1988	36 Years, 7 Months, 4 Days
Kyle	Hiivala	Active	GPS Manager	4/26/2010	14 Years, 10 Months, 16 Days
Dustin	Sarkinen	Active	Maintenance Tech Foreman	11/7/2011	13 Years, 4 Months, 7 Days
Alyssa	Alanis	Active	Marketing Coordinator	12/27/2018	6 Years, 2 Months, 15 Days
Leigh	Tapani	Active	President	6/10/1991	33 Years, 9 Months, 4 Days
Kevin	Tapani	Active	Project Director	6/15/1990	34 Years, 8 Months, 27 Days
Jerome	Sarkinen	Active	Project Director	5/5/2005	19 Years, 10 Months, 9 Days
Justin	Massie	Active	Project Director	2/8/2010	15 Years, 1 Month, 6 Days
Raleigh	Tapani	Active	Project Manager I	6/7/2013	11 Years, 9 Months, 7 Days
Clayton	Buruse	Active	Project Manager I	6/18/2013	11 Years, 8 Months, 24 Days
Colter	Wisti	Active	Project Manager I	11/3/2014	10 Years, 4 Months, 11 Days
Dustin	Nelson	Active	Project Manager I	4/15/2019	5 Years, 10 Months, 27 Days
Erik	Somers	Active	Project Manager I	2/5/2018	7 Years, 1 Month, 9 Days
Walker	Toliver	Active	Project Manager I	6/29/2020	4 Years, 8 Months, 14 Days
Jonathan	Schniedewind	Active	Project Manager I	6/24/2019	5 Years, 8 Months, 18 Days
Shane	MacArthur	Active	Project Manager II	1/27/2020	5 Years, 1 Month, 15 Days
Nikolas	Schriener	Active	Project Manager II	10/9/2017	7 Years, 5 Months, 5 Days
Daren	Sarkinen	Active	Project Manager II	12/18/2014	10 Years, 2 Months, 24 Days
Benji	Tapani	Active	Project Manager II	4/7/2008	16 Years, 11 Months, 7 Days
Jarren	Thoma	Active	Project Manager II	4/24/2006	18 Years, 10 Months, 18 Days
Cory	Gove	Active	Project Manager II	3/3/2025	11 Days
Jonathon	Hardt	Active	Project Manager III	11/6/2023	1 Year, 4 Months, 8 Days
John	Snowden	Active	Project Manager III	7/24/2023	1 Year, 7 Months, 18 Days
Randal	Redinger	Active	Project Manager III	5/4/2010	14 Years, 10 Months, 10 Days
Chad	Mahoney	Active	Project Manager III	3/10/2004	21 Years, 4 Days
Patrick	Herz	Active	Project Manager III	1/28/2016	7 Years, 1 Month
Abram	Jenks	Active	Project Sponsor	10/7/2024	5 Months, 7 Days
Jessica	Whittaker	Active	Purchasing Agent	11/29/2021	3 Years, 3 Months, 14 Days
Blaine	Bellikka	Active	Regional Director	11/7/2011	13 Years, 4 Months, 7 Days

Management/Supervisory Employees

Edward	Hauskins	Active	Shop Foreman	10/1/2018	6 Years, 5 Months, 13 Days
Levi	Silva	Active	Shop Manager	9/3/2015	9 Years, 6 Months, 11 Days
Tya	Tapani	Active	Small Tools Manager	3/13/2023	2 Years, 1 Day
Tyler	Carlson	Active	Small Tools Mechanic	5/17/2021	3 Years, 9 Months, 25 Days
Derek	Kemppainen	Active	Special Projects	5/2/2014	10 Years, 10 Months, 12 Days
Robert	Stanton	Active	Sr. Project Manager	1/3/2023	2 Years, 25 Days
Shane	Jundt	Active	Sr. Project Manager	2/3/2017	8 Years, 1 Month, 11 Days
Brandon	Farmer	Active	Sr. Project Manager	7/26/2018	6 Years, 7 Months, 16 Days
Abe	Rhoades	Active	Structures Foreman	1/29/2019	6 Years, 1 Month, 14 Days
Ethan	Bright	Active	Structures Foreman	11/2/2020	4 Years, 4 Months, 12 Days
Jose	Lazcano Escorcia	Active	Structures Foreman	4/27/2020	4 Years, 10 Months, 15 Days
Kody	Cassidy	Active	Structures Foreman	9/3/2024	6 Months, 11 Days
Eric	Seckletstewa	Active	Structures Foreman	7/31/2023	1 Year, 7 Months, 14 Days
Joshua	Nyman	Active	Structures Foreman	8/28/2023	1 Year, 6 Months, 14 Days
Antonio	Avalos Ramos	Active	Structures Foreman	12/11/2023	1 Year, 3 Months, 3 Days
Owen	Sarkinen	Active	Structures Superintendent	3/12/2025	2 Days
Matthew	Homola	Active	Structures Superintendent	3/15/2021	3 Years, 11 Months, 27 Days
Andy	Rhoades	Active	Structures Superintendent	5/7/2018	6 Years, 10 Months, 7 Days
Jason	Turnquist	Active	Structures Superintendent	5/18/2015	9 Years, 9 Months, 24 Days
Phillip	Webb	Active	Structures Superintendent	8/24/2009	15 Years, 6 Months, 18 Days
Jed	Tapani	Active	Superintendent I	6/8/2014	9 Years, 11 Months, 11 Days
James	Maddux	Active	Superintendent I	7/5/2011	13 Years, 8 Months, 9 Days
Jay	Paso	Active	Superintendent I	7/5/2011	13 Years, 8 Months, 9 Days
Ryan	Tapani	Active	Superintendent I	12/14/2012	12 Years, 3 Months
Timothy	Walker	Active	Superintendent I	4/27/2016	8 Years, 10 Months, 15 Days
Ladd	Uskoski	Active	Superintendent I	5/10/2021	3 Years, 10 Months, 4 Days
Jamie	Dunn	Active	Superintendent I	8/24/2020	4 Years, 6 Months, 18 Days
Christopher	Hale	Active	Superintendent II	11/30/2017	7 Years, 3 Months, 14 Days
Brandon	Luelling	Active	Superintendent II	1/19/2012	13 Years, 1 Month, 23 Days
Brian	Blackwell	Active	Superintendent II	6/1/2015	9 Years, 1 Month, 8 Days
Zakary	Gross	Active	Superintendent II	6/17/2015	9 Years, 8 Months, 25 Days
Kurt	Cichosz	Active	Superintendent II	5/31/2011	13 Years, 9 Months, 14 Days
Vance	Purdin	Active	Superintendent II	7/16/2007	17 Years, 7 Months, 26 Days

Blake	Stocking	Active	Superintendent III	6/15/2009	15 Years, 8 Months, 27 Days
Joseph	Rhoades	Active	Superintendent III	7/28/2009	15 Years, 7 Months, 14 Days
Shane	Prante	Active	Superintendent III	6/13/2011	13 Years, 9 Months, 1 Day
Martin	Flood	Active	Superintendent III	3/26/2015	9 Years, 11 Months, 16 Days
Todd	Honore	Active	Superintendent III	2/20/2023	2 Years, 22 Days
Michael	Edgmand	Active	Superintendent III	11/18/2024	3 Months, 24 Days
Scott	Erickson	Active	Superintendent III	3/4/2024	1 Year, 10 Days
Nevin	Ortiz	Active	Support Services Foreman	5/8/2023	1 Year, 10 Months, 6 Days
Richard	Ramsay II	Active	Support Services Foreman	3/23/2016	8 Years, 11 Months, 19 Days
Michael	Moss	Active	Support Services Foreman	1/7/1989	36 Years, 2 Months, 7 Days
Bryan	Skoko	Active	TM Manager	1/14/2021	4 Years, 2 Months
Michael	Maddux	Active	TM Superintendent	5/6/2015	9 Years, 10 Months, 8 Days
Samantha	Ortman	Active	Traffic Control Manager	8/8/2017	7 Years, 7 Months, 6 Days
Neil	Kaski	Active	TT Superintendent	1/10/2022	3 Years, 2 Months, 4 Days
Shane	Tapani	Active	VP Facilities and Investments	1/19/1993	32 Years, 1 Month, 23 Days
Tod	Tapani	Active	VP Operations	9/1/1997	27 Years, 6 Months, 13 Days

EM Equipment

Equipment Code	Description	VIN/Serial #	Make	Model	Year
1101090	John Deere 35G	1FF035GXTFK273552	John Deere	35G	2015
1101102	John Deere 35G	1FF035GXJGK276523	John Deere	35G	2016
1101114	Caterpillar 303.5E2	JWY02267	Caterpillar	303.50	2017
1101149	Caterpillar 303.5E2	CAT3035ELJWY04730	Caterpillar	303.5E2	2019
1103072	John Deere 50D	1FF050DXPCG276999	John Deere	50D	2012
1103074	John Deere 50D	1FF050DXHBG276087	John Deere	50D	2011
1103077	John Deere 50G	1FF050GXLDH280423	John Deere	50G	2013
1103091	John Deere 50G	1FF050GXVFH282723	John Deere	50G	2015
1103115	Caterpillar 305.5E2	CAT3055EJCR504158	Caterpillar	305.5E2	2017
1103119	John Deere 50G	1FF050GXVFH283581	John Deere	JD 50	2016
1103125	John Deere 50G	1FF050GXVGH285316	John Deere	50G	2017
1103137	Caterpillar 305.5E2	CAT3055ECCR504350	Caterpillar	305.5E2	2018
1103157	Caterpillar 305.5E2	CAT3055EVCR507841	Caterpillar	305.50	2019
1104065	John Deere 50D	1FF050DXVBG276358	John Deere	50D	2011
1105066	Hitachi ZX85-3	HCM1P700E00082058	Hitachi	ZX85-3	2011
1105078	John Deere 85D	1FF085DXHCG017170	John Deere	85D	2013
1105079	John Deere 85G	1FF085GXADJ017067	John Deere	85G	2013
1105093	John Deere 85G	1FF085GXTFJ018021	John Deere	85G	2015
1105096	John Deere 85G	1FF085GXHFJ018208	John Deere	85G	2015
1105097	John Deere 85G	1FF085GXLFJ018210	John Deere	85G	2015
1105101	Hitachi ZX85	HCMDEF60C00018566	Hitachi	ZX85	2017
1105107	Komatsu PC88MR-10	HFA007681	Komatsu	PC88MR-10	2016
1105116	Caterpillar 308E2	CAT0308EVFJX09347	Caterpillar	308E2	2017
1105126	John Deere 85G	1FF085GXCGJ018746	John Deere	85G	2017
1105138	Caterpillar 308E2	CAT0308EEFJX10035	Caterpillar	308E2	2018
1105146	Caterpillar 308E2	CAT0308ELFJX10582	Caterpillar	308E2	2018
1105147	Caterpillar 307E2	CAT0307ECKC901097	Caterpillar	307E2	2018
1105148	Caterpillar 308E2	CAT0308ETFJX11897	Caterpillar	308E2	2018
1105152	Caterpillar 308E2	CAT0308EAFJX12265	Caterpillar	308E2	2018
1105154	Caterpillar 307.5	CAT03075CGW700385	Caterpillar	307.50	2019
1105156	Caterpillar 308	CAT00308JGG800145	Caterpillar	308	2019
1110070	Caterpillar 312DL	CAT0312DLXGK00416	Caterpillar	312DL	2012
1110076	John Deere 130G	1FF130GXHCE040090	John Deere	130G	2012
1110080	Caterpillar 312EL	CAT0312EEMJD00611	Caterpillar	312EL	2012
1110094	Caterpillar 312EL	MJD01202	Caterpillar	312EL	2015
1110100	Caterpillar 312EL	MJD01188	Caterpillar	312EL	2014
1110104	Caterpillar 312EL No Blade	CAT0312ETMJD00286	Caterpillar	312EL	2012
1110105	Caterpillar 313F	CAT0313FTDJE00170	Caterpillar	313F	2016
1110106	Caterpillar 312EL	CAT0312ECMJD01405	Caterpillar	312EL	2015
1110122	Hitachi ZX130-6	1FFDAP70AGF140007	Hitachi	ZX130-6	2016

1110123	Hitachi ZX135	HCMDAF60L00100376	Hitachi	ZX135	2016
1110135	Caterpillar 313F	CAT0313FLDJE10207	Caterpillar	313F	2018
1110136	Caterpillar 313F	CAT0313FCDJE10252	Caterpillar	313F	2018
1110139	Komatsu PC138USLC-11	51758	Komatsu	PC138USLC-11	2018
1110142	Caterpillar 313F	CAT0313FCDJE10249	Caterpillar	313F	2018
1115064	Caterpillar 315	CAT0315DJGS00465	Caterpillar	315	2011
1115067	Hitachi ZX160-3LC	1FFAPX0XTBD200064	Hitachi zaxis	ZX160-3 LC	2011
1115073	Caterpillar 316EL	CAT0316ELDZW00209	Caterpillar	316EL	2012
1115081	Caterpillar 316EL	CAT0316ETDZW00726	Caterpillar	316EL	2012
1115117	Caterpillar 316F	CAT0316FKYDL10114	Caterpillar	316F	2017
1115128	Caterpillar 316EL	CAT0316EJDZW00620	Caterpillar	316EL	2013
1120037	Caterpillar 321LCR	MCF00194	Caterpillar	321CLR	2004
1120063	Caterpillar 320C	CAT0320CTPAC01219	Caterpillar	320C	2006
1120071	Caterpillar 320E LRR	CAT0320EKTFX00147	Caterpillar	320E LRR	2012
1120072	John Deere 225DLC	1FF225DXKCD502492	John Deere	225DLC	2012
1120082	Caterpillar 321DLCR	MPG00577	Caterpillar	321DLCR	2013
1120083	Caterpillar 320ELRR	CAT0320ELRRTFX00571	Caterpillar	320ELRR	2013
1120084	John Deere 245G	1FF245GXKCE600082	John Deere	245G	2014
1120085	Caterpillar 320DL	CAT0320DTPHX01801	Caterpillar	320DL	2008
1120087	Caterpillar 321DLCR	CAT0321DCNAS00281	Caterpillar	321DLCR	2007
1120095	Caterpillar 321DLCR	CAT0321DCMPG00993	Caterpillar	321DLCR	
1120109	Caterpillar 320F	CAT0320FVYBM10423	Caterpillar	320F	2017
1120111	Komatsu PC228USLC-10	1751	Komatsu	PC228USLC-10	2015
1120118	Caterpillar 320EL	CAT0320EEWBK01550	Caterpillar	320EL	2014
1120127	John Deere 245G	1FF245GXEGF800065	John Deere	245	2016
1120129	Caterpillar 320EL	CAT0320ETTNJ00330	Caterpillar	320EL	2014
1120131	Caterpillar 320E LRR	CAT0320ECTFX00667	Caterpillar	320ERR	2013
1120132	Caterpillar 325FCR	CAT0325FAXAA10296	Caterpillar	325FCR	2017
1120133	Caterpillar 325FCR	CAT0325FCXAA10286	Caterpillar	325FCR	2017
1120134	Caterpillar 320-07	CAT00320AHEX00426	Caterpillar	320-07	2018
1120141	John Deere 245G	1FF245GXCHF800478	John Deere	245G	2018
1120144	Caterpillar 320	CAT00320PHEX00726	Caterpillar	320	2018
1120153	Caterpillar M322D	CATM322DCW2S00289	Caterpillar	M322D	2008
1120155	Caterpillar 320C FM Brush Machine	CAT0320CLSAH01299	Caterpillar	320C	2007
1125099	Caterpillar 328DLCR	CAT0328DTRMX00257	Caterpillar	328DLCR	2011
1125103	Caterpillar 328DLCR	CAT0328DPRMX00633	Caterpillar	328DLCR	2013
1125120	Caterpillar 335F	CAT0335FCKNE10114	Caterpillar	335F	2017
1125145	Caterpillar 335F	CAT0335FJSGJ20091	Caterpillar	335F CR	2018
1125158	Caterpillar 335F	CAT0335FTSGJ20376	Caterpillar	335F	2019
1130061	Caterpillar 336DL	W3K01048	Caterpillar	336DL	2010
1130069	Hitachi ZX350-5	1FFDDC70HCE930152	Hitachi	ZX350-5	2012

EM Equipment

1130086	Caterpillar 336E	CAT0336ECYEP00395	Caterpillar	336E	2012
1130110	Caterpillar 336F	CAT0336FJRKB10654	Caterpillar	336F	2017
1130112	Caterpillar 336EL	BZY00525	Caterpillar	336EL	2011
1130113	Caterpillar 336EL	CAT0336ETJRJ00377	Caterpillar	336EL	2014
1130121	Caterpillar 336EL	CAT0336EEJRJ00408	Caterpillar	336EL	2014
1130124	Caterpillar 330DL	CAT0330DTNBD00256	Caterpillar	330DL	2006
1130130	Caterpillar 336EL	CAT0336EPJRJ00347	Caterpillar	336EL	2013
1130140	Hitachi ZX350-6	1FFDDR70HFF940116	Hitachi	ZX350-6	2016
1130143	Caterpillar 336F	CAT0336FPSSN20077	Caterpillar	336F	2018
1145039	Caterpillar 345BL	AGS02276	Caterpillar	345BL	2004
1145088	Caterpillar 349E	CAT03349EATFG01044	Caterpillar	349E	2014
1145092	Caterpillar 345D	CAT0345DCEEH00921	Caterpillar	345D	2010
1145098	Caterpillar 345C	CAT0345CTDHP00347	Caterpillar	345C	2006
1145108	Caterpillar 345CL	CAT0345CCPJW00969	Caterpillar	345CL	2006
1145151	Caterpillar 349F	CAT0349FEHPD20408	Caterpillar	349F	2018
1160150	Caterpillar 374F	CAT0374FAEBF20248	Caterpillar	374F	2019
1180050	John Deere 750	T0750X970031	John Deere	750	2001
1320018	John Deere 650HLT	T0650HX883732	John Deere	650HLT	2000
1320025	John Deere 650JLG	T0650JX103918	John Deere	650JLGP	2004
1320043	John Deere 650KLGP	1T0650KXEHF313699	John Deere	650KLGP	2017
1320050	Caterpillar D5K2	CAT00D5KCKY203334	Caterpillar	D5K2	2017
1322047	Komatsu D39PXI-24	95635	Komatsu	D39PXI-24	2017
1325032	John Deere 700JXLT	1T0700JXTBD208672	John Deere	700JXLT	2011
1325045	Caterpillar D6K2LGP	CAT00D6KEEL700116	Caterpillar	D6K2 LGP	2017
1325051	Komatsu D51PXI-24	KMT0D133KJBB20453	Komatsu	D51PXI-24	2018
1325052	Caterpillar D6K2	CAT00D6KCEL700330	Caterpillar	D6K2	2018
1330024	Caterpillar D6NXL	AKM00624	Caterpillar	D6N XL	2004
1330037	John Deere 750K	1T0750KXEFF289857	John Deere	750K	2016
1330038	Komatsu D61PX-23	30163	Komatsu	D61PX-23	2013
1330048	Komatsu D61PX-23	KMT0D120J01030102	Komatsu	D61PX-23	2013
1332036	Komatsu D61PXi-23	30833	Komatsu	D61PXi-23	2014
1332041	Komatsu D61PXI-23	30917	Komatsu	D61PXI-23	2015
1332042	Komatsu D61PXI-24	B60369	Komatsu	D61PXI-24	2017
1332044	Komatsu D61PXi-23	30859	Komatsu	D61PXi-23	2015
1332050	Komatsu D61PXI-24	KMT0D129VJBB60672	Komatsu	D61PXI-24	2018
1340034	John Deere 850K	1T0850KXCEE269867	John Deere	850K	2014
1340035	John Deere 850K	1T0850KXHFF278568	John Deere	850K	2015
1340039	John Deere 850KWLT	1T0850KXAGF291514	John Deere	850K WLT	2016
1340046	Komatsu D65EX-18	90462	Komatsu	D65EX-18	2017
1340049	John Deere 850K	1T0850KXTJF332609	John Deere	850K	2018
1340054	Komatsu D65PX-18	KMT0D127LEA090018	Komatsu	D65PX-18	2016

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1342040	Komatsu D65PXI-18	90447	Komatsu	D65PXI-18	2016
1342053	Komatsu D65PXi-18	KMT0D127CKA092052	Komatsu	D65PXi-18	2019
1520022	John Deere 544J	DW544JP606896	John Deere	544J	2006
1520025	Caterpillar 930H	CAT0930HTDHC00672	Caterpillar	930H	2008
1520027	John Deere 544K	1DW544KZCBD637577	John Deere	544K	2011
1520028	John Deere 524K	1DW524KZVB0634278	John Deere	524K	2011
1520030	John Deere 524K	1DW524KZPCE647093	John Deere	524K	2012
1520031	John Deere 544K	1DW544KZLDE651097	John Deere	544K	2013
1520032	John Deere 544K	1DW544KZVDE651100	John Deere	544K	2013
1520033	John Deere 544K	1DW544KZVDE656927	John Deere	544K	2014
1520034	John Deere 524K	1DW524KZEEE661087	John Deere	524K	2014
1520039	John Deere 544J	DW544JP612913	John Deere	544J	2007
1520040	John Deere 544J	DW544JP600217	John Deere	544J	2005
1520041	Caterpillar 930M	CAT0930MHKTG00914	Caterpillar	930M	2016
1520045	John Deere 544K	1DW544KZLHF679370	John Deere	544K	2017
1520052	John Deere 544K-2	1DW544KZCHF683186	John Deere	544K-2	2017
1520058	John Deere 544L	1DW544LZEKF699658	John Deere	544L	2019
1520059	Caterpillar 926M	CAT0926MLLTE05364	Caterpillar	926M	2018
1530023	John Deere 624JP	DW624JP613095	John Deere	624JP	2007
1530024	John Deere 624J	DW624JP613100	John Deere	624J	2007
1530029	John Deere 624K	1DW624KZABD636840	John Deere	624K	2011
1530035	John Deere 624K	1DW624KZCEE657708	John Deere	624K	2014
1530037	John Deere 624K	1DW624KZJFF666989	John Deere	624K	2015
1530038	John Deere 624K	1DW624KZVFF668647	John Deere	624K	2015
1530042	John Deere 624K	1DW624KZLFF668229	John Deere	624K	2015
1530043	Caterpillar 938M	J3R02371	Caterpillar	938M	2016
1530044	Caterpillar 938M	CAT0938MCJ3R02951	Caterpillar	938M	2017
1530046	Caterpillar 938M	CAT0938MCJ3R01113	Caterpillar	938M	2015
1530047	Komatsu WA320-8	85525	Komatsu	WA320-8	2018
1530048	Caterpillar 938M	0J3R04186	Caterpillar	938M	2017
1530049	Caterpillar 938M	CAT0938MVJ3R04563	Caterpillar	983M	2017
1530050	Caterpillar 938M	CAT0938MHJ3R04258	Caterpillar	938M	2017
1530051	Caterpillar 938M	CAT0938MEJ3R05105	Caterpillar	938M	2018
1530054	Komatsu WA320-8	KMTWA135LJNA38507	Komatsu	WA320-8	2018
1530055	Caterpillar 938M	CAT0938MJJ3R04835	Caterpillar	938M	2018
1530056	Caterpillar 938M	CAT0938MEJ3R06478	Caterpillar	938M	2019
1530060	Caterpillar 938M	CAT0938MJJ3R06794	Caterpillar	938M	2019
1540053	Komatsu WA380-8	KMTWA130KHA015272	Komatsu	WA380-8	2018
1540057	Caterpillar 950M	CAT0950MCJ1S00955	Caterpillar	950M	2018
1550036	Caterpillar 980H	JMS06190	Caterpillar	980H	2011
1720015	Caterpillar 420E	CAT0420EVHLS06946	Caterpillar	420E	2008

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1720016	Caterpillar 420FIT	CAT0420FPJWJ00682	Caterpillar	420F IT	2012
1720017	John Deere 310SL	1T0310SLHFF284454	John Deere	310 SL	2015
1720018	Caterpillar 420FIT	JWJ01905	Caterpillar	420F IT	2014
1720019	Caterpillar 420EIT	CAT0420EKDAN01742	Caterpillar	420E IT	2011
1720020	Caterpillar 420FIT	CAT8428FJJWJ02449	Caterpiller	420FIT	2014
1920001	Caterpillar 279D	CAT0279DCGTL03759	Caterpillar	279D	2017
1920002	Caterpillar 226B-3	CAT0226BVMWD06477	Caterpillar	226B-3	2014
1920003	Caterpillar 279D	CAT0279DPGTL06650	Caterpillar	279D	2019
2120002	Caterpillar 120G	87V4926	Caterpillar	120G	1979
2121015	Caterpillar 120M2	CAT012MVM9H00234	Caterpillar	120M2	2012
2130006	Caterpillar 140H	2ZK00806	Caterpillar	140H	1996
2130012	Caterpillar 140H	CAT0140HJAPM01990	Caterpillar	140H	2005
2131009	Caterpillar 143H	1AL0810	Caterpillar	143H	2000
2131010	Caterpillar 143H	CAT0143HJAPN00627	Caterpillar	143H	2005
2131011	John Deere 772GP	1DW772GPCBE638279	John Deere	772GP	2012
2131013	John Deere 772G	1DW772GPCB0634155	John Deere	772G	2011
2131014	John Deere 772GP	1DW772GPHEF664330	John Deere	772GP	2014
2150016	Caterpillar 14H	7WJ01486	Caterpillar	14H	2000
2310037	Caterpillar CB14 32" Double Drum	CAT0CB14LDTT00752	Caterpillar	CB14	
2310044	Caterpillar CB24B 47" Double Drum	CATCB24BE2X401518	Caterpillar	CB24	2018
2330028	Caterpillar CS423E	CATCS423AAST00512	Caterpillar	CS423E	2005
2330038	Caterpillar CS433E	CATCS433VASR00802	Caterpillar	CS433E	2006
2350010	Caterpillar CS563	8XF000527	Caterpillar 84in SD	CS563	1992
2350015	Hamm 2420D	40488	Hamm 84in SD	2420D	1997
2350030	Caterpillar CS533E-Smooth Drum	CATCS533ADAK00537	Caterpillar	CS533E	2007
2350033	Caterpillar CS563E	CATCS563TCNG02054	Caterpillar	CS563E	2007
2350034	Caterpillar CS54B	CATCS54BAL4H00171	Caterpillar	CS54B	2013
2350039	Caterpillar CS533E	CATCS533KDAK00239	Caterpillar	CS533E	2005
2350040	Hamm 3410 84" Smooth Drum	H1792538	Hamm	3410	2016
2352023	Caterpillar CS533E	CAT0CS533EDAK00343	Caterpillar SD/SF	CS533E	2006
2352024	Caterpillar CS533E	CAT0CS533EDAK00340	Caterpillar	CS533E	2006
2352026	Caterpillar CS-563E	CAT0CS563ECNG01410	Caterpillar	CS-563E	2007
2352027	Caterpillar CS533E	CAT0CS533EDAK00449	Caterpillar	CS533E	2006
2352029	Caterpillar CS-54	C5R00514	Caterpillar	CS-54	2011
2352031	Caterpillar CS56 Conversion	CAT0CS56JFCS00711	Caterpillar	CS56	2011
2352032	Hamm 3412 84" Conversion	H1802560	Hamm	3412	2013
2352035	Caterpillar CS533E Conversion Drum	CATCS533CDAK00575	Caterpillar	CS533E	2007
2352036	Caterpillar CS-54B	CATCS54BKL4H00407	Caterpillar	CS-54B	2014
2352041	Caterpillar CS54B 84" Conversion Drum	CATCS54BAL4H00588	Caterpillar	CS54B 84"	2015
2352042	Caterpillar CS54B 84" Conversion Drum	CATCS54BJL4H00408	Caterpillar	CS54B 84"	2014
2370007	Caterpillar 816B	57U00822	Caterpillar	816	1980

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2370013	Caterpillar 816B	15Z00520	Caterpillar	816B	1985
2370045	Caterpillar 815B	17Z01104	Caterpillar	815B	1989
2380043	Caterpillar 825C	86X00804	Caterpillar	825C	1988
2530008	Caterpillar 623E	6CB00850 / 6DB00847	Caterpillar	623E	1989
2530013	Caterpillar 623E	6YF00409 Machine / 5SG00409 Scraper	Caterpillar	623E	1993
2530014	Caterpillar 623E	6YF00251 / 5SG00251	Caterpillar	623E	1991
2530015	Caterpillar 623F	5EW00240 / 3XW00240	Caterpillar	623F	1999
2530021	Caterpillar 623G	DBC00187 / DBY00187 Bowl	Caterpillar	623G	2005
2530022	Caterpillar 623F	6BK00611 / 5SG01058	Caterpillar	623F	1998
2920024	1991 Ford F800	1FDPK84PXMVA15530	Ford	F800	1991
2920025	2001 GMC C7500 2200 Gallon	1GDM7H1C31J500309	GMC	C7500 2200 Gal	2001
2920028	2001 Ford F750	3FDPF75A11MA47121	Ford	F750	2001
2920032	2001 International 4700 2000 Gallon	1HTSCAAL01H354489	International	4700	2001
2920033	2000 Sterling A9500 2500 Gallon	2FWWHWDA7YAF99359	Sterling	A9500	2000
2920035	1996 GMC Topkick 2000 Gallon	1GBL7H1J3TJ102703	GMC	Topkick	1996
2920036	1996 GMC Kodiak 2000 Gallon	1GBL7H1J1TJ102733	GMC	Kodiak	1996
2920040	1999 Kenworth T300 2000 Gallon	3BKMHD6XXXF817435	Kenworth	T300	1999
2920043	2003 Freightliner FL70 2000 Gallon	1FVABTAL43DM02243	Freightliner	FL70	2003
2930019	1985 Kenworth W900B	2XKWDB9X2FM914163	Kenworth	W900B	1985
2930020	1985 Kenworth W900	1XKWDB9X5FK327067	Kenworth	W900	1985
2930021	1986 Peterbilt 359 4000 Gallon	1XP9D29XXGP193958	Peterbilt	359	1986
2930027	1996 Peterbilt 357 4000 Gallon	1XPAX50X3TD410720	Peterbilt	357	1996
2930031	1990 Kenworth T800 4000 Gallon	2NKDLR9X4CM923133	Kenworth	T800	1990
2930037	1999 Kenworth T800B 4000 Gallon	1NKDLT0X0XR818047	Kenworth	T800B	1999
2930038	2003 Kenworth T800 4000 Gallon	1XKDAU8X43R387339	Kenworth	T800	2003
2930039	1989 Kenworth T800	1NKDLB0X3KS522077	Kenworth	T800	1989
2930041	1992 Kenworth T800B 3000 Gallon	2XKDDB9X6NM572772	Kenworth	T800B	1992
2930042	2007 Kenworth T800 5000 Gallon	1NKDL40X67R152141	Kenworth	T800	2007
2930044	2000 Kenworth T800 3500 Gallon	1NKDLR9X6YR833756	Kenworth	T800	2000
2940029	2000 Peterbilt 357 6x6 5000 Gallon	1NPAMT0X0YN545615	Peterbilt	357 6X6	2000
2940030	2004 Peterbilt 357 6x6 5000 Gallon	1NPAMU0X34D821873	Peterbilt	357 6x6	2004
3020019	Rental 2000/Gal				
3110002	Morooka MST700	K70451	Morooka	MST 700	2005
3330018	Caterpillar 730	B1M00455	Caterpillar	730	2006
3330024	Caterpillar 730C	CAT00730CB1M00847	Caterpillar	730C	2006
3330025	Caterpillar 730C	0TFF00698	Caterpillar	730C	2015
3330028	Caterpillar 730C	CAT0730CCTFF00707	Caterpillar	730C	2015
3335009	Caterpillar 735	CAT00735LAWR00290	Caterpillar	735	2002
3335016	Caterpillar 735	B1N00458	Caterpillar	735	2006

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3335017	Caterpillar 735	B1N423	Caterpillar	735	2006
3335019	Caterpillar 735	CAT00735CB1N01043	Caterpillar	735	2008
3335020	Caterpillar 735	B1N00834	Caterpillar	735	2007
3340012	Caterpillar 740	CAT00740CAXM00499	Caterpillar	740	2002
3340013	Caterpillar 740	CAT0070VAXM00494	Caterpillar	740	2002
3340021	Caterpillar 740	CAT00740B1P01278	Caterpillar	740	2006
3340022	Caterpillar 740B	CAT0740BPT4R01742	Caterpillar	740B	2013
3340023	Caterpillar 740B	CAT0740BKT4R01709	Caterpillar	740B	2013
3340026	Caterpillar 740	CAT00740HB1P06054	Caterpillar	740Q	2011
3340027	Caterpillar 740	CAT00740VB1P06051	Caterpillar	740Q	2011
3510007	28" Asphalt Zipper AZ360	8415M1 Zipper / 109FS1018WU021281Trailer	Zipper	AZ360 (100407)	1999
3520006	42" Asphalt Zipper AZ480	Trailer#109FS10172U021251/ Zipper#100860	Zipper	AZ480	2002
3520008	34" Asphalt Zipper AZ480	48S00127 Zipper/ WA98248309 Trailer	Asphalt Zipper	AZ480	2004
3710002	Rosco RB48	38603	Rosco	RB48	2003
3710003	Broce CR350-4WH	404753	Broce	CR350	2005
3710004	Allmand 6600 Maxi-Sweep	9304MS04	Allmand	6600 Maxi Sweep	1993
3710005	Rosco RB48	36674	Rosco	RB48	1999
3710006	Laymor SM300 3 Wheeled Sweeper	34824	Laymor	SM300	
3710007	Laymor 3 Wheeled Sweeper/ Kubota Engine	34823 Engine # ICU9708	Laymor	8HC300	
3710009	Broce KR350	408138	Broce	KR350	2013

**CONSENT TO ACTION
IN LIEU OF AN ANNUAL MEETING OF
THE VOTING SHAREHOLDERS AND THE BOARD OF DIRECTORS
OF
TAPANI INC.**

In accordance with the Washington Business Corporation Act, the following actions are taken by the written consent of the voting shareholders and the board of directors of Tapani Inc., a Washington corporation (the "**Corporation**"), in lieu of an annual meeting.

SECOND AMENDMENT TO FIRST RESTATED BYLAWS

WHEREAS: the Corporation desires to amend its First Restated Bylaws dated August 29, 1996, as thereafter amended by First Amendment to First Restated Bylaws dated December 20, 2010 (collectively, the "**Bylaws**"), as set forth in a Second Amendment to First Restated Bylaws, a copy of which has been presented to the voting shareholders and the board of directors for review and approval (the "**Second Amendment**"); it is hereby

RESOLVED: that the voting shareholders and the board of directors hereby approve and adopt the Second Amendment; and

FURTHER RESOLVED: that the officers of the Corporation are authorized and directed to take any and all actions required to implement the Second Amendment, including, but not limited to, executing the Second Amendment.

ELECTION OF DIRECTORS

WHEREAS: the voting shareholders desire to elect directors; it is hereby

RESOLVED: that the voting shareholders elect the following persons as directors of the Corporation, to serve for the period provided in the Bylaws, or until their successors shall have been duly elected and qualified:

Edward Tapani
Beverly Tapani
Kevin Tapani
Leigh Tapani

ELECTION OF OFFICERS

WHEREAS: the board of directors desires to elect officers; it is hereby

RESOLVED: that the directors elect each of the following persons to the following officer positions with the Corporation, to serve for the period provided in the Corporation's Bylaws, or until such person's successor has been duly elected and qualified:

President:	Leigh Tapani
Vice President:	Kevin Tapani
Vice President:	Shane Tapani
Vice President:	Tod Tapani
Secretary:	Kevin Tapani
Treasurer:	Kevin Tapani

FURTHER RESOLVED: that, for purposes of determining the most senior Vice President available under the Corporation's Bylaws, as amended by the Second Amendment, Kevin Tapani shall be deemed the most senior Vice President, followed by Shane Tapani, and then Tod Tapani.

Signing this Consent constitutes a written waiver of any notice required by the Washington Business Corporation Act, the Corporation's Articles of Incorporation or Bylaws, or otherwise.

[signatures on the following page]

Edward Tapani
EDWARD TAPANI, Director

7/2/19
Date

Beverly Tapani
BEVERLY TAPANI, Director

7/2/19
Date

LEIGH TAPANI, Voting Shareholder and Director

6-26-19
Date

Kevin Tapani
KEVIN TAPANI, Voting Shareholder and Director

6/26/19
Date

Shane Tapani
SHANE TAPANI, Voting Shareholder

6/26/19
Date

Tod Tapani
TOD TAPANI, Voting Shareholder

~~07~~/01/19
Date

LANCE TAPANI, Voting Shareholder

7/1/19
Date

BENJI TAPANI, Voting Shareholder

7/1/19
Date

DESIGNATION OF AUTHORITY

WHEREAS: Leigh Tapani is the duly appointed and elected President of Tapani, Inc., a Washington corporation (the "**Corporation**");

WHEREAS: Section 4.2(a) of the Second Amended and Restated Bylaws of the Corporation dated October 25, 2021 (the "**Bylaws**") authorizes the President of the Corporation to designate persons to sign written contracts of the Corporation;

WHEREAS: the President desires to designate Kevin Tapani, Shane Tapani, Tod Tapani, Lance Tapani, and Benji Tapani to execute documents and contracts on behalf of the Corporation; it is hereby

RESOLVED: that the President hereby designates Kevin Tapani, Shane Tapani, Tod Tapani, Lance Tapani, and Benji Tapani to execute documents and contracts on behalf of the Corporation on such terms as such persons deem to be reasonably acceptable to the Corporation; and

FURTHER RESOLVED: that third parties may rely on this Designation of Authority in dealing with any of Kevin Tapani, Shane Tapani, Tod Tapani, Lance Tapani, and Benji Tapani with respect to the matters specifically set forth herein.

Dated: 5-26-22

TAPANI, INC.,
a Washington corporation

By: [signature]
Leigh Tapani, President

Company ID Number: 257353

THE E-VERIFY
MEMORANDUM OF UNDERSTANDING
FOR EMPLOYERS

ARTICLE I
PURPOSE AND AUTHORITY

The parties to this agreement are the Department of Homeland Security (DHS) and the Tapani, Inc (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the Social Security Administration (SSA), and DHS.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

ARTICLE II
RESPONSIBILITIES

A. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:

   a. Notice of E-Verify Participation

   b. Notice of Right to Work

2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.

3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee's E-Verify access if the employer is separated from the company or no longer needs access to E-Verify.

4. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.

5. The Employer agrees that any Employer Representative who will create E-Verify cases will complete the E-Verify Tutorial before that individual creates any cases.

   a. The Employer agrees that all Employer representatives will take the refresher tutorials when prompted by E-Verify in order to continue using E-Verify. Failure to complete a refresher tutorial will prevent the Employer Representative from continued use of E-Verify.

6. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:

   a. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.

   b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.

Note: Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.

7. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

8. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures.

   a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between $550 and $1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

b. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.

9. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.

10. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.

11. The Employer must use E-Verify for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.

12. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

13. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status

(including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

14. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

15. The Employer agrees that it will use the information it receives from E-Verify only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

16. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at E-Verify@dhs.gov. Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

17. The Employer acknowledges that the information it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

18. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, which includes permitting DHS, SSA, their contractors and other agents, upon

reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.

19. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.

20. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

21. The Employer agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see M-795 (Web)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

22. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

B. RESPONSIBILITIES OF FEDERAL CONTRACTORS

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.

2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not create a second case for the employee through E-Verify.

   a. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

b. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

c. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

d. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin E-Verify verification of all existing employees within 180 days after the election.

e. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:

i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,

ii. The employee's work authorization has not expired, and

iii. The Employer has reviewed the Form I-9 information either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).

f. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:

i. The Employer cannot determine that Form I-9 complies with Article II.A.6,

ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or

iii. The Form I-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with

Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

g. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.

3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

C. RESPONSIBILITIES OF SSA

1. SSA agrees to allow DHS to compare data provided by the Employer against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.

2. SSA agrees to safeguard the information the Employer provides through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the Employer.

4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the employer.

Note: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

D. RESPONSIBILITIES OF DHS

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer to conduct, to the extent authorized by this MOU:

a. Automated verification checks on alien employees by electronic means, and

b. Photo verification checks (when available) on employees.

2. DHS agrees to assist the Employer with operational problems associated with the Employer's participation in E-Verify. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.

3. DHS agrees to provide to the Employer with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.

4. DHS agrees to train Employers on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials.

5. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.

6. DHS agrees to issue each of the Employer's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.

7. DHS agrees to safeguard the information the Employer provides, and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.

8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.

9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

ARTICLE III
REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify

case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.

4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the

employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.

5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:

a. Scanning and uploading the document, or

b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).

7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.

8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

ARTICLE IV
SERVICE PROVISIONS

A. NO SERVICE FEES

1. SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

ARTICLE V
MODIFICATION AND TERMINATION

A. MODIFICATION

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.

2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.

B. TERMINATION

1. The Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties.

2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Employer's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.

3. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.

4. The Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Employer is terminated from E-Verify.

ARTICLE VI
PARTIES

A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.

B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.

C. The Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.

D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.

E. The Employer understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively. The Employer understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Employer, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.

G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

To be accepted as an E-Verify participant, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 1-888-464-4218.

Company ID Number: 257353

Approved by:

Employer	
Tapani, Inc	
Name (Please Type or Print) Carice L Cooper	Title
Signature Electronically Signed	Date 09/25/2009
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 09/25/2009

E-Verify

Company ID Number: 257353

Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	Tapani, Inc
Company Facility Address	1904 se 6th place battle ground, WA 98604
Company Alternate Address	
County or Parish	CLARK
Employer Identification Number	911350790
North American Industry Classification Systems Code	237
Parent Company	
Number of Employees	100 to 499
Number of Sites Verified for	1

Company ID Number: 257353

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

WASHINGTON	1 site(s)

Company ID Number: 257353

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name	Helen M Eggleston
Phone Number	(360) 687 - 1148 ext. 1003
Fax Number	(360) 687 - 7968
Email Address	helene@tapaniunderground.com

Name	Kristina Griffee
Phone Number	(360) 687 - 1148
Fax Number	
Email Address	kristig@tapani.com

Name	Laura Venneri
Phone Number	(360) 687 - 1148
Fax Number	
Email Address	laurav@tapani.com

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AGENDA REPORT
NEW BUSINESS
July 8, 2025

TO:	Mayor and City Council
FROM:	Tori Barnett, City Recorder Marshall Pierce, City Engineer/Project Manager
THROUGH:	Danny K. Cummings, City Manager
SUBJECT:	**TASK ORDER AWARD: ACS SCADA INTEGRATION FOR NEW WWTP HEADWORKS SCREEN**
DATE:	July 2, 2025

PROPOSED MOTION:

I MOVE THE CITY COUNCIL TO APPROVE THE TASK ORDER AWARD TO ACS TO PERFORM THE SCADA (SUPERVISORY CONTROL AND DATA AQUISITION) PROGRAMING AND INTEGRATION FOR THE NEW WASTEWATER TREATMENT PLANT (WWTP) HEADWORKS SCREEN IN THE AMOUNT OF $35,876.00, AND AUTHORIZE THE CITY MANAGER TO SIGN ALL DOCUMENTS.

SUMMARY:

The new screen that will be installed at the WWTP headworks will require controls and programming to integrate into our existing system. ACS is our preferred/proprietor installer for our SCADA system and is selected for this project.

BACKGROUND:

The new screen that will be installed at the WWTP headworks will require controls and programming to integrate into our existing system. ACS is our preferred/proprietor installer for our SCADA system and is selected for this project. The screen project was bid out in June, and is up for bid award approval by the City Council. Construction will commence thereafter, upon issuance of the Notice of Award (NOA) and Notice to Proceed (NTP).

CURRENT SITUATION:

The City is in a position to award the construction portion of this project to the lowest bidder, as well as the programming of SCADA and integration services.

ANALYSIS:

A. **STRATEGIC PLAN** The project is consistent with the Strategic Plan goals of the City.

B. **FINANCIAL** The amount is within the total budgeted for this project.

C. **TIMING** With the bid award for construction, the City will need to line up SCADA programming and integration services.

D. **POLICY/LEGAL** The City Council is the approving authority for this action.

ALTERNATIVES:

None.

RECOMMENDATION:

Staff recommends approval of the Task Order to ACS in the amount of $35,876.00.

ATTACHMENTS:

None

AGENDA REPORT
PUBLIC HEARING
July 8, 2025

TO: Mayor and City Council

FROM: Kari Ott, Finance Director

THROUGH: Danny K. Cummings, City Manager

SUBJECT: RESOLUTION #2025-118: INCREASING PUBLIC SAFETY FEE FROM $5 TO $10

DATE: July 1, 2025

PROPOSED MOTION:

I MOVE THE CITY COUNCIL APPROVE RESOLUTION #2025-118: A RESOLUTION INCREASING THE PUBLIC SAFETY FEE $5 TO $10.

SUMMARY:

Attached is Resolution #2025-118 to change the Public Safety Fee from $5 to $10

BACKGROUND:

On July 12, 2018, under Ordinance #2741-2018, the city created Title 6, Chapter 10 of the Ontario Municipal Code, adopting the procedures for collecting a Public Safety Fee. On August 21, 2018, the City adopted Resolution #2018-134 that established the Public Safety Fee at a $5.00 fee for each dwelling or non-residential unit with an active utility account per month per the terms of Ordinance No. 2741-2018, codified in Title 6, Chapter 10 of the Ontario Municipal Code. As per Ordinance #2741-2018, the Public Safety Fee Program shall be reviewed annually as part of the city's budget process.

Resolution #2022-142 was approved on October 25, 2022, which removed the fee by setting it to zero. However, on May 23, 2023, based on recommendations from the City Budget Committee, the Public Safety Fee of $5 was reinstated with Resolution #2023-107.

CURRENT SITUATION:

On June 24, 2025, the Ontario City Council approved the 2025-2026 budget which included the addition of a $5 increase in the Public Safety Fee to fund two additional firefighter positions.

With any city fee increase, the City Council is required to allow public input, hence this being a public hearing.

The City Council has the final vote on reinstating the fee which, by Charter, requires a super majority vote to increase any fee. This requires a minimum of five [5] Councilors to vote in favor of the fee increase.

ANALYSIS:

A. **STRATEGIC PLAN** Establishing a Public Safety Fee when needed provides for the desirability of the community for safety and continuing support of our public safety employees and equipment, while removing the fee when not needed also provides for the desirability and lifestyle of the community.

B. **FINANCIAL** The increase of the Public Safety Fee by $5 increased the General Fund budget by $288,000.

C. **TIMING** The City Council will need to approve the increased fee before the city can start collecting the funds.

D. **POLICY/LEGAL** All fee changes are required to be approved by the City Council.

ALTERNATIVES:

The City Council could choose not to take any action on this issue or vote no, which would mean the two additional firefighters wouldn't be hired.

RECOMMENDATION:

Staff recommends the approval of Resolution #2025-118.

ATTACHMENTS:

1. Reso #2025-118 - Increase Public Safety fee by $5

RESOLUTION #2025-1118

A RESOLUTION INCREASING THE PUBLIC SAFETY FEE FROM $5 TO $10

WHEREAS, The City Council of Ontario recognizes the need to maintain services that safeguard, facilitate, and encourage the health, safety, and welfare of the residences and businesses of the city; and

WHEREAS, The Ontario City Council deemed it a priority to hire two additional firefighters and approved an increase of the Public Safety Fee to fund the additional full-time employees; and

WHEREAS, The Council adopted Ordinance #2741-2018 on July 12, 2018, which created policy guidance for the collection and fee establishment by resolution of a Public Safety Fee; and

WHEREAS, The Public Safety Fee, under Resolution #2018-134, set a $5.00 per unit Fee against the responsible party for each dwelling unit or non-residential unit with an active utility account; and

WHEREAS, The City Council desires an increase of the Public Safety Fee from $5.00 to $10.00; and

WHEREAS, The City Council has provided an opportunity for public comment as required by ORS 294.160.

NOW THEREFORE, BE IT HEREBY RESOLVED by the Ontario City Council, to

SECTION 1 Billing Term. The Public Safety Fee shall appear on the monthly water, sewer, or other utility bill.

SECTION 2 Public Safety Fees. Beginning July 9, 2025, the Public Safety Fee shall be set at **$10.00 to** each dwelling unit or nonresidential unit with an active utility account per month as per the terms of Ordinance #2741-2018, codified at Title 6, Chapter 10, of the Ontario Municipal Code.

SECTION 3 Other Definitions, Terms, Policies, and Procedures. Unless otherwise set forth herein, the definitions, terms, policies, and procedures relating to the city's provision of utility and other services under this resolution are those established by Ordinance #2741-2018 codified at Title 6, Chapter 10, of the Ontario Municipal Code.

EFFECTIVE DATE: Effective immediately upon passage.

PASSED AND ADOPTED by the City Council of the City of Ontario this 8th day of July, 2025, by the following vote:

AYES:

NAYES:

ABSENT:

APPROVED by the Mayor this 8th day of July, 2025.

____
Deborah K. Folden, Mayor

ATTEST:

____
Tori Barnett, MMC, City Recorder

MALHEUR COUNTY COURT MINUTES

June 11, 2025

The regularly scheduled meeting of the County Court was called to order by Judge Dan Joyce at 10:00 a.m. with Commissioner Ron Jacobs and Commissioner Jim Mendiola present. Members of the media, public and staff had the opportunity to join the meeting electronically or in-person. Present in the meeting room was Economic and Community Development Coordinator Taylor Rembowski. Notice of the meeting was posted on the County website, Courthouse bulletin board and emailed to the Argus Observer and those persons who have requested notice. The agenda is recorded as instrument # 2025-1907

WARMSPRINGS IRRIGATION DISTRICT

Warmsprings Irrigation District Manager Kelly Bourasa met with the Court. Mr. Bourasa explained Warmsprings Irrigation District wants to convert a 1-mile section of the JH Canal from an open canal to a buried pipeline system. A project analysis study was done and now the project needs to be engineered. Mr. Bourasa requested a letter of support from the County Court for the pipeline project. This portion of the JH Canal has poor soils and has washed out three times in the last 15 years. Commissioner Jacobs expressed support for the pipeline project and moved to sign a letter of support for the project. Commissioner Mendiola seconded and the motion passed unanimously. Mr. Bourasa will work with Mr. Rembowski to draft a letter for the Court's review.

SUBDIVISION PLATS

Surveyor Derrick McKrola met with the Court and presented two subdivision plats for the Court's consideration.

Commissioner Jacobs moved to approve Wildwood Estates II Subdivision Plat, in the city of Vale. Commissioner Mendiola seconded and the motion passed unanimously. See instrument # ***

Commissioner Mendiola moved to approve Baja Falls I Subdivision Plat, in the city of Nyssa. Commissioner Jacobs seconded and the motion passed unanimously. See instrument # 2025-1918

MINUTES

Commissioner Mendiola moved to approve Court Minutes of June 4, 2025. Commissioner Jacobs seconded and the motion passed unanimously.

IGA #26018 AMENDMENT

Commissioner Jacobs moved to approve Ninth Amendment to Oregon Health Authority 2024-2025 Intergovernmental Agreement (IGA) for the Financing of Community Mental Health, Addiction Treatment, Recovery, & Prevention, and Problem Gambling Services, Agreement # PO-44300-00026018. Commissioner Mendiola seconded and the motion passed unanimously. Funding for Invoice Services was removed.

STIF FORMULA GRANT AGREEMENT – ODOT

Commissioner Jacobs moved to approve Public Transportation Division Oregon Department of Transportation STIF Formula Program, Agreement No. 35853, State STIF. Commissioner Mendiola seconded and the motion passed unanimously. The agreement terminates June 30, 2027. This agreement replaces the agreement signed last week (June 4) as ODOT made changes to the original document.

SUBAGREEMENT – MCOA&CS

Commissioner Jacobs moved to approve Sub-Agreement with Sub-Recipient Malheur Council on Aging and Community Services (MCOA&CS) to Provide Funding for the 2025-2027- STIF Plan Agreement No. 35853-State STIF. Commissioner Mendiola seconded and the motion passed unanimously.

IGA – MARION COUNTY

Commissioner Jacobs moved to approve Amendment 1 to JV-4774-22 the Intergovernmental Agreement between Marion County and Malheur County for Juvenile Detention services. The amendment extends the agreement to June 30, 2027. See instrument # 2025-1908

IGA #185822 - PUBLIC HEALTH SERVICES

Commissioner Mendiola moved to approve 2025-2027 Intergovernmental Agreement (IGA) for the Financing of Public Health Services, Agreement #185822. Commissioner Jacobs seconded and the motion passed unanimously. The IGA outlines the programs and services provided by the Health Department; the agreement expires June 30, 2027. A copy will be returned for recording.

AGREEMENT - DEPARTMENT OF REVENUE (DOR)

Commissioner Jacobs moved to approve Intergovernmental Services Agreement, Contract #15000-00049051 with Department of Revenue for map maintenance and related cartographic activities to be performed by Department of Revenue for Malheur County for fiscal year 2025/2026. Commissioner Mendiola seconded and the motion passed unanimously.

Judge Joyce closed the County Court session and opened the Ambulance Service District session.

AMBULANCE SERVICE DISTRICT (ASD) SESSION

The Court met as the governing body of the Ambulance Service District (ASD). Present were Shawn Logan, attorney for TVP, County Counsel Stephanie Williams and Interim ASD Coordinator Rich Harriman. Mr. Harriman explained the following: On May 5, 2025 the ASD Advisory Board met for its annual request for reimbursement meeting. During this meeting, the outstanding balance that Treasure Valley Paramedics (TVP) owes Malheur County for dispatch service fees for the fiscal year 2023/2024 was discussed. TVP owes $73,000 of the original $100,000 for dispatch service fees for that year. Since the County purchase of a surplus ambulance from TVP in January 2025, against that balance owed, there was no further negotiation, conversation, or effort to pay any of the remaining balance, and the Advisory Board thought it was irresponsible to recommend any award of ASD tax funds to TVP when TVP still owes the County a significant amount of money. A motion was made at that time that no ASD tax funds be recommended for TVP until negotiations were made with the County and a repayment plan was agreed upon. On May 13, 2025, TVP appealed the Advisory Board's decision to not recommended award of ASD tax funds to TVP; and the Advisory Board met again on May 29, 2025 to hear the TVP appeal. TVP's attorney, Shawn Logan, spoke on behalf of TVP at the appeal; Mr. Logan felt that the Advisory Board's decision not to fund any request by TVP for ASD tax funds based on their outstanding debt was capricious and arbitrary; and that the ASD tax funds were set up and intended to benefit the emergency medical providers of Malheur County and as TVP is the largest emergency medical provider, its request for funding should be considered. Additionally, Mr. Logan argued that there were no protocols or guidelines in the ASD funding formula that would direct the ASD board to exercise this kind of discretion. Advisory Board members had several questions for Mr. Logan and members of TVP that were present at that meeting; and despite comments and information provided, the Advisory Board was not moved to change its mind about recommending TVP's request and no motions were made to withdraw the previous motion or change the status of TVP's eligibility for ASD tax funds. The ASD Advisory Board recognizes that it is an advisory board designed to advise the ASD Board of Directors and County Court, and anything presented to either of those bodies are just recommendations based on its investigations and inquiries; the advisory board has no regulatory or decision-making authority and serves in an advisory capacity. The members of the ASD Advisory Board take their duties very seriously. During the requests for reimbursement meetings, the members review each and every line item of each request that is submitted by providers for legitimacy and proper use of county tax dollars; and while they may not be stewards of the county tax dollars, they offer the best advice for each of the requests based on their own experience and belief, and will not rubber stamp a request just because it is from a provider. The ASD Advisory Board views TVP's choice not to pay county government as mismanagement of taxpayers' funds, and do not believe it would be proper to reward TVP with more taxpayer funds at this time. However, because they are advisory, and with consideration of everything that Mr. Logan brought up in the appeal hearing, the Advisory Board opted to defer the fund or don't fund decision to the ASD Board of Directors itself. The ASD Advisory Board reviewed TVP's request for reimbursement application in its entirety (as was done with all the other applications); and if the ASD Board of Directors agrees to grant TVP's request for ASD tax funds, the Advisory Board recommends the following: Award $28,829.91 from the Vehicle Replacement Fund for a rebuild of M4's engine; M4 is a first or second priority ambulance for TVP that will be in rotation for a long time to come if the engine is rebuilt and the ASD Advisory Board agreed that this was the most cost-effective option to keep an otherwise good ambulance in rotation. And, award $39,249.42 from the Direct to Provider Funds: the Advisory Board agreed unanimously to fund 100% of item number one on the list – reimbursement for engine repairs on the second ambulance that have already been completed; 100% of item number two on the list – the cost of a reconditioned Zoll monitor; and 50% of item number three on the list – a Zoll ventilator. Heather Land assured the Advisory Board that TVP has equipment funds that will allow TVP to provide the other 50% cost of the Zoll ventilator. TVP representatives were encouraged to attend this County Court meeting in order to address ASD Board of Directors/County Court themselves and answer any questions there may be.

Mr. Logan explained that during the 23-24 fiscal year, Medicare/Medicaid funding was significantly delayed due to a breach in security; that issue has since been resolved.

Mr. Logan explained that he did not believe the ASD Advisory Board had all the facts concerning the dispatch fees debt – including that TVP had asked for debt forgiveness and that there was prior history with what TVP believed were discrepancies in the way the dispatch fees were calculated and a disagreement on the 911 user tax monies benefiting other agencies but not TVP.

Mr. Logan explained as he understood it, the County has not forgiven the 23-24 dispatch fees debt; the County is not attempting to collect the debt from a legal standpoint; invoices for the debt are sent and TVP acknowledges the debt and has every intention of paying the debt.

After the ASD Advisory Board met and recommended not funding TVP ASD monies was when Mr. Logan heard about a repayment plan. The proposed repayment plan requires TVP to pay $8,111 every three months for the next two years; this schedule of payments would resolve the debt before the end of the current contract with TVP. This proposed repayment plan will be financially difficult for TVP; and TVP's request is that the $73,000 owing be amortized over a five-year period of time (no interest). The five-year period will put it outside the contract term, and if for some reason the contract is not renewed, TVP would still owe the money and the County would have ways of collecting the money.

Mr. Logan explained that TVP is struggling; costs continue to increase. TVP changing from a non-profit to a for profit company is a complex matter but it was done essentially at the requirement of the State of Oregon; TVP would prefer to be a non-profit. TVP's primary function is to provide emergency care for the people of Malheur county.

In summary, Mr. Logan requested that the Court, acting as the governing body of the Ambulance Service District, approve the ASD Advisory Board's recommendations for funding for TVP as Mr. Harriman presented; and, acting as the County Court, approve a repayment plan of the dispatch fees debt of $73,000 over a five-year period (which is approximately $3,500 every three months).

Mr. Harriman clarified that the funding TVP requested from the Vehicle Replacement Fund ($28,829.91) is for work that needs to be done on M4. The funding requested from the Provider Funds for the other ambulance is reimbursement; and the funding request to purchase two pieces of medical equipment is to purchase the equipment (has not been purchased yet). Additionally, three quarterly billings have been completed for dispatch service fees for the current fiscal year and TVP has paid one invoice.

Mr. Logan explained there is currently $42,000 owed this fiscal year; TVP's accountant reviewed the billing documents as there were some discrepancies. TVP is prepared to pay those monies once the discrepancies are resolved and the repayment plan matter is resolved.

Commissioner Mendiola inquired if TVP is still collecting back Medicare/Medicaid payments. Mr. Logan will confirm with TVP and get the answer for Commissioner Mendiola. Ms. Williams noted that the Medicare/Medicaid payments remain the same for years – the payments do not increase as the cost to provide service increases.

Commissioner Mendiola moved to fund TVP ASD funds as recommended by the Advisory Board in the amount of $39,249.42, subject to a repayment plan agreement for the back dispatch fees. Commissioner Jacobs seconded and the motion passed unanimously. The ASD funds will not be released to TVP until there is a payment plan executed between the County Court and TVP.

Judge Joyce closed the ASD session and reopened the County Court session.

PUBLIC COMMENTS

Judge Joyce asked for public comments. Mr. Rembowski said he received a phone call from Larry Teufel on Crowley Road; Mr. Teufel paid the mobilization costs for Kelly Johnson to move a D8 Cat into the area and thought that possibly the County might be interested in hiring Mr. Johnson to do some work with the Cat on Crowley Road.

COURT ADJOURNMENT

Commissioner Jacobs moved to adjourn the meeting. Commissioner Mendiola seconded and the motion passed unanimously.

Diversity Advisory Committee
Minutes
April 16, 2025

Ontario City Hall Council Chambers 5:30 pm

The City of Ontario Diversity Advisory Committee is established to advise the Mayor, City Council, and City Manager on a range of issues as they relate to promoting diversity and equity issues in the community.

1. Call to Order: The meeting was called to order by Chair Jackie Koehler at 5:31 pm

Chair Jackie Koehler X, Vice Chair Billy Carter X, Secretary Daniel Liera X, Amber Heyne ___, Yonathon Rocha X, Eddie Melendrez X, Kathie Collins X
City Council Liaison: Adrianna Contreras X
City Manager: Dan Cummings X
HR Manager/Asst. to City Manager: Corinna Hysell X

2. **Motion to Adopt the Agenda:**

Motion: Jackie Kohler moved to adopt the agenda as presented.
Seconded: Billy Carter.
Discussion: Brief discussion about amending the agenda to include "ordinance changes" as Item I under New Business.
Amendment Motion: Moved and seconded; approved by roll call vote.
Outcome: Amended agenda adopted unanimously.

3. **Approval of minutes of March 19, 2025:**

Status: Minutes had been emailed out but were not printed or reviewed during the meeting.
Action: Approval of minutes postponed to the end of the meeting or next month.

4. **Old Business:** None

5. **New Business:**
   a. **Introduction of new members**

Kathy Collins:
- Longtime Ontario resident, background in organizational leadership.
- Former school board member and community volunteer.
- Holds a certificate in Diversity & Inclusion from Cornell.
- Most recently served on the Ontario Promise Ad Hoc Committee.

Yonathon Rocha:
- Junior at Ontario High School.
- Involved in leadership since freshman year.
- Recruited by Billy Carter
- Expressed interest in serving and giving youth a voice

b. Recognition of "Celebrate Diversity Month"

- Emphasized April as a time to celebrate diversity across identities including race, gender, orientation, socio-economic status, etc.
- Message: Diversity is the city's strength; innovation and understanding grow from inclusion.
- Stressed that creating safe, authentic spaces of belonging is a key goal in Ontario.

c. Recognition of 2025 DAC Diversity Champions

Youth Diversity Champion: *Zahra Aldelay*

- Presented by: Daniel Liera.
- Bio Highlights:
  - Immigrated from Iraq in 2015.
  - TVCC student in pre-medicine, graduating soon.
  - Head Peer Mentor at the Multicultural & Diversity Center and RA in the residence halls.
  - Accepted to several universities and awarded scholarships.
  - Acknowledged for uplifting students and creating an inclusive campus community.

Community Diversity Champion: *Gustavo Morales* (award accepted by his brother, Derek Morales)

- Presenter: Billy Carter.
- Bio Highlights:
  - Founder of Euvalcree, serving 11+ years as Executive Director.
  - Appointed to several statewide commissions including Hispanic Affairs.
  - Key figure in establishing the DAC in 2017 with then-City Manager Alan Brown.
  - Recognized for being a solutions-focused leader and community advocate.
- Gustavo sent written remarks expressing humility, thanks, and continued commitment.

d. Diversity Toolbox Training – Bystander Intervention

Training Facilitator: Committee Chair
Topic: 5 D's of Bystander Intervention

- Direct – Address the issue directly.
- Distract – Change the subject to de-escalate.
- Delegate – Seek help from someone in authority.
- Document – Record the incident for accountability.
- Delay – Check in with the person afterward.

Barriers to Intervention:

- Diffusion of responsibility.
- Fear of judgment or safety concerns.

Purpose: Encourage culture change, community support, and shared responsibility in reducing harm.
Input from Kathy Collins: Praised the approach as practical and empowering.
Clarification Made: Difference in handout vs spoken order of "delay" and "document" noted.

e. Social Media & Outreach

Chair encouraged members to post monthly, especially around May events:

- Asian American & Pacific Islander Heritage Month
- Mental Health Awareness Month

Volunteers:

- Kathy Collins
- Jonathan Rocha
- Daniel Liera
- Derek Morales (offered to design a social media calendar and QR codes for free via DBG Agency)

Shared goal to cross-post events, toolbox content, and DAC updates more consistently.

f. Upcoming in May:

Temple Grandin Event at TVCC: Chair noted the event is sold out and no longer being advertised.

g. Future Plans and goals

Members are asked to submit 1–2 proposed goals for the committee's focus in the coming year. Will revisit goals and prioritize at the May 21 meeting.

h. Ordinance Changes:

Context: City Council requested DAC's feedback on legal ordinance revisions due to federal executive orders around DEI language.

Main Points:

- Attorney removed DAC's advisory role in hiring processes.
- Language around community partnerships and inclusivity remained vague or was removed.
- Member Andy Walsh (lawyer) raised concerns:
  - Use of "citizen" language excludes lawful residents, refugees, etc.
  - Removal of DAC's role in contacting social service agencies.
  - Recommended language around removal of members and filling vacancies be added.

Outcome:

- Committee agreed to table a formal response to the City Council until their May 21 meeting.
- Plan to hold a special DAC meeting to finalize a recommendation and respond in writing.
- Dan Cummings confirmed he will coordinate with city staff to reserve space and publish notice.
- Chair will draft a summary email to formally request tabling the council vote.

6. Adjournment:

- Motion to adjourn made by Chair.
- Final roll call vote: All in favor.
- **Adjourned at 7:13 PM**

chairman

Secretary

ORIGINAL

Jacobs

PARK'S
COMMITTEE MEETING MINUTES
Thursday April 17, 2025, 6:00 p.m. MT

The scheduled meeting of the Park's Committee was called to order by Commissioner Michael Pratt at approximately 6:00 p.m. on Thursday, April 17, 2025, in the Council Chambers of City Hall. Committee members present in person were Mike Pratt, Michael Partin, Marc Berg, Michael Braden & Tyler Whitaker, Sandy Shelton; Andrew Maeda was excused.

Others present in person were, Ex-Officio City Manager/Ex-Officio Economic Development Director Dan Cummings, and Public Works Director, Casey Mordhorst.

Michael Pratt led everyone in the Pledge of Allegiance.

AGENDA

This Agenda was posted on April 15, 2025; copies of the agenda and minutes are available at the Public Works Headquarters and on the city's website at www.ontariooregon.org.

MOTION PASSED UNANIMOUSLY TO ADOPT THE AGENDA AS PRESENTED

PUBLIC COMMENT

Guest, no name given

APPROVAL OF MINUTES

March 20, 2025

RESOLUTION, ACTION &/OR MOTION
THE MOTION WAS MADE BY MR. BURG; SECONDED BY MRS. SHELTON TO ADOPT THE MARCH 20, 2025, MINUTES: MOTION PASSED UNANIMOUSLY

DISCUSSION ITEMS

A) Serve Day Projects

- **Kiwanis Serve Day Project** – Did not line up with fencing, still planning on doing that.
- There are a number of projects around town that we plan to do, there is a website that you can see what we are planning.
- **Laxson Rotary Park** – Will water that day and take out a dead tree. Two Wrought Iron [deals] "Surround Fence" that were there before having been painted, we're going to bring those back, to put around the trees.
- Still plan to trim the pathway on both sides.
- Repair the Tire Pump
- **Lions Park** – Maintenance on Playgrounds, and surveyed for later down the road, for ADA equipment.
- American Legion and VFW working in Cemetery cleaning up and getting ready for Memorial Day.

B) Beck Park Pond – Casey

- We will burn in October, couldn't get it arranged any sooner. We avoid nesting season, could go into early June.
- Burning later in the fall will allow early growth in the spring and give time for nesting.

RESOLUTION, ACTION &/OR MOTION
NO RESOLUTION, ACTION &/OR MOTION

COMMENTS FROM COMMITTEE MEMBERS

None given

ADJOURN

RESOLUTION, ACTION &/OR MOTION
THE MOTION TO ADJOURN WAS MADE BY (COMMITTEE MEMBER) AT 6:14PM; SECONDED BY MICHAEL PARTIN: MOTION PASSED UNANIMOUSLY.

NEXT MEETING SCHEDULED FOR May 15, 2025, AT 6:00PM.

Approved: M A Pratt 6/19/25

Signature Date

(Chairman Michael Pratt, Vice-Chairman Michael Partin)