

AGENDA
CITY COUNCIL - CITY OF ONTARIO, OREGON
July 18, 2011, 7:00 p.m., M.T.

1) Call to order

Roll Call: Norm Crume _____ Jackson Fox _____ Charlotte Fugate _____ Dan Jones _____
David Sullivan _____ Ron Verini _____ Mayor Joe Dominick _____

2) Pledge of Allegiance

This Agenda was posted on Wednesday, July 13, 2011, and a study session was held on Thursday, July 14, 2011. Copies of the Agenda are available at the City Hall Customer Service Counter and on the city's website at www.ontariooregon.org.

3) Motion to adopt the entire agenda

4) Consent Agenda: Motion Action Approving Consent Agenda Items

A)	Approval of Minutes of Regular Meeting of 06/20/2011	1-11
B)	Approve of Minutes of Telephonic Meeting of 07/06/2011	12
C)	Liquor License Application: New Outlet - Pho Mai Beef Noodle Soup Restaurant	13
D)	Proclamation: Anniversary of the Americans with Disabilities Act	14
E)	Encroachment Permit for Americold: 589 NE 2 nd Street.	15-18
F)	Utility Easement for Idaho Power at Airport	19-25
G)	Ordinance #2658-2011: Annexation/Rezone (Brown) ^(Final Reading)	26-30
H)	Approval of the Bills	

5) Public Comments: Citizens may address the Council on items not on the Agenda. Council may not be able to provide an immediate answer or response, but will direct staff to follow up within three days on any question raised. Out of respect to the Council and others in attendance, please limit your comment to three (3) minutes. Please state your name and city of residence for the record.

6) New Business

A)	Bid Award: West Idaho/Tapadera Lift Station Upgrade Project	31
B)	Resolution #2011-119: Project 11SEW-14 West Idaho/Tapadera Lift Station Upgrades	32-33
C)	Resolution #2011-118: LID #47	34-37
D)	Resolution #2011-120: Support Creation of Small City/County Insurance Coalition	38-42
E)	Ordinance #2659-2011: Amend OMC 8-2-2 Verbiage Corrections ^(1st Reading)	43-45
F)	Ordinance #2661-2011: Amend OMC 6-1-19, 20, 24 Police Regulations ^(1st Reading)	46-52
G)	Ordinance #2662-2011: Amend OMC 3-8-2 Yard Sale Permit Process ^(1st Reading)	53-55
H)	2011-2013 Intergovernmental Agreement - HazMat Services	56-107
I)	Amendment #1 to ODOT Agreement #27027: NW Washington Avenue Realignment	108-113
J)	Revised Cooperative Improvement Agreement ODOT Agreement #27785	114-130

7) Public Hearing

A)	Ordinance #2660-2011: Annexation/Rezone UGA-Commercial to C-2H General Heavy Commercial (920 SE 5 th Avenue - Petry/Poltash/Maeda) ^(1st and 2nd Reading by Emergency)	131-137
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8) Topics for Discussion - Thursday Only

- A) Presentation by Malheur Agricultural and Extension Coalition
- B) Ontario Fire Department - TVP/Ambulance/Rescue One Joint Response Issues
- C) Ontario Fire Department - 24-hour Shift Issues

MISSION STATEMENT: TO PROVIDE A SAFE, HEALTHFUL AND SOUND ECONOMIC ENVIRONMENT, PROGRESSIVELY ENHANCING OUR QUALITY OF LIFE

- 9) **Executive Session(s)**
 - A) ORS 192.660(2)(e) - Real Property
 - ORS 192.660(2)(d) - Labor
- 10) **Correspondence, Comments and Ex-Officio Reports**
- 11) **Adjourn**

MISSION STATEMENT: TO PROVIDE A SAFE, HEALTHFUL AND SOUND ECONOMIC ENVIRONMENT, PROGRESSIVELY ENHANCING OUR QUALITY OF LIFE

COUNCIL MEETING MINUTES
June 20, 2011

The regular meeting of the Ontario City Council was called to order by Mayor Joe Dominick at 7:00 p.m. on Monday, June 20, 2011, in the Council Chambers of City Hall. Council members present were Norm Crume, Joe Dominick, Jackson Fox, Charlotte Fugate, Dan Jones, David Sullivan, and Ron Verini.

Members of staff present were Henry Lawrence, Tori Barnett, Larry Sullivan, Mark Alexander, Chuck Mickelson, Marcy Skinner, David Richey, Al Higinbotham, Kathy Daly, Sheri Smith, Debbie Jeffries, Greg Bakken, Liz Amason, Julie Rodriguez, Chris Bolyard, Scott Phelps, Sam Almaraz, Ben Esplin, Rachel Hopper, and camera operator Delaney Kee. The meeting was recorded on tape, and the tapes are available at City Hall.

David Sullivan led everyone in the Pledge.

AGENDA

Charlotte Fugate moved, seconded by Dan Jones, to adopt the Agenda as presented. Roll call vote: Crume-yes; Fox-yes; Fugate-yes; Jones- yes; Sullivan-yes; Verini-yes; Dominick-yes. Motion carried 7/0/0.

CONSENT AGENDA

David Sullivan moved, seconded by Jackson Fox, to approve Consent Agenda Item A: Approval of Minutes of Regular Meeting of 06/02/2011; Item B: Approval of Meetings Calendar – July-December, 2011; Item C: Appointment to Recreation Board – Jeremy N. Roberts; Item D: Request to Accept ODOT Grant: Traffic Safety Coordinator Project; Item E: Bid Award: Chipseal Oil – Idaho Asphalt Supply, Inc.; Item F: Resolution #2011-107C and 2011-108C: Corrections to Existing Ordinances; Item G: Resolution #2011-117: Establish Policies for Ending Fund Balance FY 2010-11; and Item H: Approval of the Bills. Roll call vote: Crume-yes; Fox-yes; Fugate-yes; Jones-yes; Sullivan-yes; Verini-yes; Dominick-yes. Motion carried 7/0/0.

ACTION

Swearing in Police Chief

Tori Barnett, City Recorder, administered the Oath of Office to incoming Police Chief Mark Alexander. Following the swearing in, Chief Alexander introduced his guests: his wife Jody, son Aaron, daughter Taylor, parents Bill and Linda Alexander, brother Greg, and nephew Tanner.

PUBLIC HEARING(S)

Ordinance #2655-2011: Annexation/Rezone UGA-Residential to City RS-50 Single Family Residential (Nadine Drive) (1st and 2nd Reading by Emergency)

It being the date advertised for public hearing on the matter of Ordinance #2655-2011, the Mayor declared the hearing open. There were no objections to the city's jurisdiction to hear the action, no abstentions, ex-parte contact, and no declarations of conflict of interest.

David Richey, Planning and Zoning Administrator, stated the applicants for the project, a combination of property owners and the city, in response to a public health hazard from domestic wells and septic systems, proposed the annexation to facilitate a local improvement district to extend city services into the area. At the February 14, 2011 Planning Commission meeting, the Commission heard the annexation and rezone proposal applicable to property known as the Nadine Drive Neighborhood, located north of 18th Avenue, along Alameda Drive. On May 1, 2011,

the City Council heard the action, and moved to continue the action until after bid openings for LID #47, for the construction project to install water and sewer lines.

The Mayor opened the hearing for public testimony.

Opponents: None.

Proponents: None.

There being no Proponent and no Opponent testimony, the Mayor declared the hearing closed.

David Sullivan moved, seconded by Norm Crume, that the City Council accept the Findings of Fact as presented. Roll call vote: Crume-yes; Fox-yes; Fugate-yes; Jones-yes; Sullivan-yes; Verini-yes; Dominick-yes. Motion carried 7/0/0.

David Sullivan moved, seconded by Charlotte Fugate, that the City Council approve the passage of Ordinance #2655-2011 on Emergency Reading. Roll call vote: Crume-yes; Fox-yes; Fugate-yes; Jones-yes; Sullivan-yes; Verini-yes; Dominick-yes. Motion carried 7/0/0.

David Sullivan moved, seconded by Norm Crume, that the Council adopt Ordinance #2655-2011, AN ORDINANCE PROCLAIMING THE ANNEXATION OF CERTAIN TERRITORY TO THE CITY OF ONTARIO; AND WITHDRAWING SAID TERRITORY FROM THE ONTARIO RURAL FIRE PROTECTION DISTRICT; AND WITHDRAWING SAID TERRITORY FROM THE ONTARIO RURAL ROAD ASSESSMENT DISTRICT NO. 3; AND DECLARING AN EMERGENCY. THE PROPERTY IS KNOWN AS THE NADINE DRIVE NEIGHBORHOOD, WITHIN THE ASSESSORS MAP 18S47E09C, LOCATED ALONG ALAMEDA DRIVE NORTH OF SW 18TH AVENUE, on First Reading by Title Only. Roll call vote: Crume-yes; Fox-yes; Fugate-yes; Jones-yes; Sullivan-yes; Verini-yes; Dominick-yes. Motion carried 7/0/0.

David Sullivan moved, seconded by Charlotte Fugate, that the Council adopt Ordinance #2655-2011, AN ORDINANCE PROCLAIMING THE ANNEXATION OF CERTAIN TERRITORY TO THE CITY OF ONTARIO; AND WITHDRAWING SAID TERRITORY FROM THE ONTARIO RURAL FIRE PROTECTION DISTRICT; AND WITHDRAWING SAID TERRITORY FROM THE ONTARIO RURAL ROAD ASSESSMENT DISTRICT NO. 3; AND DECLARING AN EMERGENCY. THE PROPERTY IS KNOWN AS THE NADINE DRIVE NEIGHBORHOOD, WITHIN THE ASSESSORS MAP 18S47E09C, LOCATED ALONG ALAMEDA DRIVE NORTH OF SW 18TH AVENUE, on Second and Final Reading. Roll call vote: Crume-yes; Fox-yes; Fugate-yes; Jones-yes; Sullivan-yes; Verini-yes; Dominick-yes. Motion carried 7/0/0.

NEW BUSINESS

Bid Award: LID #47 – Nadine Drive/Alameda Drive Sanitary Sewer, Water, and Street Improvements 2011 to Eastern Oregon Construction, LLC

Chuck Mickelson, Public Works Director, stated for a number of years staff had worked to provide sanitary sewer service to the Nadine Drive area. On November 11, 2010, the Council approved the Declaration of Intent to create LID 47, and on February 7, 2011, Council approved the creation of LID 47, and authorized staff to solicit bids for sanitary sewer mains, water mains, surface restoration on Alameda Drive, and a street with a flat concrete curb on Nadine Drive with two width options. Option #1 would provide a pavement width of 26-feet with a 12-inch wide flat concrete curb on each side. Option #2 would provide a pavement width of 20-feet with a 12-inch wide flat concrete curb on each side. The option used would be determined by the low bidders cost and the assessment cost per lot.

Bids were opened June 8, 2011, for LID #47. Eastern Oregon Construction, of Ontario, was the apparent lowest responsive and responsible bidder at \$198,504.00. Their bid consisted of construction of approximately 1,186 lineal feet of 8-inch diameter sanitary sewer main, 518 lineal feet of 6-inch water line, and 643 lineal feet of 8-inch water main, including pipe, services, hydrants, valves and surface restoration. The project would also include approximately 2,000 lineal feet of 12-inch wide concrete flat curb on Nadine Drive. Eastern Oregon Construction's bid came in under the engineer's estimate by approximately \$80,000.

LID #47-Nadine Dr/Alameda Dr Sanitary Sewer, Water and Street Improvements 2011 Bid Results	
COMPANY	TOTALS
EASTERN OREGON CONSTRUCTION LLC	\$198,504.00
WARRINGTON CONSTRUCTION	\$232,203.00
GRANITE EXCAVATION INC	\$241,985.60
MVCI LLC	\$250,361.19
LURRE CONSTRUCTION INC.	\$268,502.00
DURHAM GRAVEL WORKS, INC.	\$310,583.60
ENGINEERS ESTIMATE	\$280,645.00

Mayor Dominick asked when construction would begin.

Mr. Mickelson stated it would begin mid-July or sooner.

David Sullivan moved, seconded by Jackson Fox, that the Council award the LID #47: Nadine Drive/Alameda Drive Sanitary Sewer, Water and Street Improvements 2011 with Option #1 Proposed Street Cross Section Nadine Drive, to Eastern Oregon Construction, the lowest responsive and responsible bidder, in the amount of \$198,504.00 and authorize the City Manager to be signatory to an agreement with Eastern Oregon Construction. Roll call vote: Crume-yes; Fox-yes; Fugate-yes; Jones-yes; Sullivan-yes; Verini-yes; Dominick-yes. Motion carried 7/0/0.

PUBLIC HEARING(S)

Ordinance #2658-2011: Annexation/Rezone UGA-Residential to City RS-50 Single Family Residential (Brown)(1st Reading) and Supplemental Report by Larry Sullivan, City Attorney

It being the date advertised for public hearing on the matter of Ordinance #2658-2011, the Mayor declared the hearing open. There were no objections to the city's jurisdiction to hear the action, no abstentions, ex-parte contact, and no declarations of conflict of interest.

David Richey, Planning and Zoning Administrator, stated the applicants, Michael and Marion Brown, 2040 Hunter Lane, needed to connect their house to city sewer. To accomplish that, approximately 500 feet of service line was required. The Planning Commission addressed the proposed annexation and the accompanying rezone from Urban Growth Area Residential to a city zone classification of RD-40 Duplex Residential which might include the more restrictive classification of RS-50 Single Family Residential. The Comprehensive Plan urban growth area residential classification was broad enough that any of the city residential zones might be considered to be consistent with it. At the April 11, 2011 Planning Commission meeting, they heard the annexation and rezone proposal, and on May 16, 2011, the Council heard the action, and moved to continue the action to the June 20 Council meeting.

The May 16, 2011, public hearing on the Brown annexation application was continued to give staff time to research issues raised by Dan Cummings about the Ridge View Subdivision, of which the Brown parcel was a part. In that hearing, Dan Cummings expressed a concern that the city's prior dealings with Richard Wettstein, the developer of the Ridge View Subdivision, might have imposed an obligation on the city to zone the Brown property as single family residential (RD-50).

Documents in the City file, as well as those provided by Dan Cummings to staff, showed that in 1996, developers Richard and Kaye Wettstein began taking the steps necessary to develop the Ridge View Subdivision. The plan was to subdivide 35 single family residential lots located outside city limits, in anticipation that those lots would be annexed into the city as they were developed in two phases. The steps taken included the following:

- 1) In 1996, the City Council enacted Ordinance 2773, in which the city was authorized to enter into a Development Agreement with the Wettsteins. For reasons unknown, no final Development Agreement was ever executed between the city and the Wettsteins.

2) In 1998, the Wettsteins recorded with the county the plat for Ridge View Subdivision I (as to 18 of the 35 lots). In that plat, the Mayor at the time, Robert Switzer, signed an acceptance of the street dedications shown on the plat, even though those streets were not yet within the city limits. Both the city and the county approved the plat.

Staff has seen no documents showing that any additional steps were taken to complete the subdivision and annexation process after the Ridge View Subdivision I plat was recorded. Staff was informed that the Wettsteins subsequently went bankrupt. Since that time individual landowners who purchased lots within Ridgeview Subdivision I have annexed into the city on a piecemeal basis.

From the City Attorney's review of the documents provided, the city was not obligated to zone any of these lots as RD-50 exclusively, due to no Development Agreement between the city and the Wettsteins being executed.

Although the Wettsteins never completed the process necessary to develop Ridge View Subdivision 1, the recorded plat appeared to be a legal plat under Oregon law. The procedures necessary to record the plat were followed, including the platting requirements imposed by Chapter 92 of the Oregon Revised Statutes, and the plat was approved by both the city and the county. Unless additional information was presented raising issues about the legality of the plat, the City Attorney had no reason to question the legality of the Ridge View Subdivision 1 Plat, or whether the streets within the plat were properly dedicated.

The Mayor opened the hearing for public testimony.

Opponents: None.

Proponents: None.

There being no Proponent and no Opponent testimony, the Mayor declared the hearing closed.

Norm Crume moved, seconded by Dan Jones, that the City Council accept the Findings of Fact as presented. Roll call vote: Crume-yes; Fox-yes; Fugate-yes; Jones-yes; Sullivan-yes; Verini-yes; Dominick-yes. Motion carried 7/0/0.

Dan Jones moved, seconded by Charlotte Fugate, that the City Council adopt Ordinance # 2658-2011, AN ORDINANCE ADDRESSING THE FINAL ORDER AND FINDINGS OF FACT FOR THE ANNEXATION OF ¼ ACRE OF PROPERTY INTO THE CITY OF ONTARIO AND TO REZONE SAID PROPERTY FROM UGA-RESIDENTIAL TO CITY RS-50, SINGLE FAMILY RESIDENTIAL CLASSIFICATION FOR PROPERTY LOCATED AT 2040 HUNTER LANE, ONTARIO, TAX LOT 1000, MAP 18S 47E-5AC, PLANNING FILE 2011-02-04 AZ, on First Reading by Title Only. Roll call vote: Crume-yes; Fox-yes; Fugate-yes; Jones-yes; Sullivan-yes; Verini-yes; Dominick-yes. Motion carried 7/0/0.

Resolution #2011-115: Adoption of Biennial Budget for FY 2011-2013

It being the date advertised for public hearing on the matter of Resolution #2011-115, the Mayor declared the hearing open. There were no objections to the city's jurisdiction to hear the action, no abstentions, ex-parte contact, and no declarations of conflict of interest.

Rachel Hopper, Finance Director, stated Oregon Budget Law required municipalities to adopt an annual or biennial budget. Resolution 2011-115 adopted a two-year, or biennial budget. It further adopted, appropriated, imposed, and categorized property taxes for the first half of Fiscal Year 2011-2013, for the period July 1, 2011 through June 30, 2012.

While the budget appropriations covered a two-year period, property taxes were to be imposed and categorized one year at a time. Accordingly, the Council would be asked to adopt a resolution prior to July 1, 2012 which would adopt, appropriate, impose and categorize property taxes for the second half of the Fiscal Year 2011-2013.

The Fiscal Year 2011-2013 Budget as approved by the City's Budget Committee appropriated funds totaling \$57,005,699 across fourteen funds. The City Council was asked to adopt the Fiscal year 2011-2013 Biennial Budget by fund and object category with the City's Permanent Tax Rate of \$4.8347 per \$1,000 of assessed valuation.

The Council might make modifications to the approved budget before adoption, within certain statutory limits. Any changes proposed following the adoption of the budget by the City Council must be completed in the form of budget resolutions.

At this time, staff was recommending one modification to the approved budget relative to a FEMA fire equipment grant accepted by the Council thru Resolution 2011-108C. The proposed change included an increase in Grant Fund Revenue of \$57,855 and an increase in Grant Fund Expenses of the same amount. The proposed change did not exceed State statute.

Any additional changes recommended by the Council should be made before adoption of Resolution 2011-115, and any modifications must be mentioned in the motion to adopt the resolution.

The adoption of Resolution 2011-115 would adopt the City's Biennial Budget for Fiscal Period 2011-2013, and appropriate expenditures of \$57,063,554, which included the additional \$57,855 in the Grant Fund. Adoption further imposed taxes at the city's permanent rate of \$4.8347 per \$1,000 of assessed valuation for the General Fund.

Overall, the approved budget included changes as follows when compared to the 2009-2011 Biennial Final Budget:

TOTAL OF ALL FUNDS		Adopted Budget	Approved Budget	% Change
		This Year 2009-11	Next 2 Years 2011-13	
1	Total Personal Services	15,137,542	15,089,805	-0.32%
2	Total Materials and Services	7,391,255	12,214,076	65.25%
3	Total Capital Outlay	17,666,656	13,434,078	-23.96%
4	Total Debt Service	3,836,942	3,374,287	-12.06%
5	Total Transfers	8,394,627	3,586,324	-57.28%
6	Total Contingencies	7,518,669	7,144,123	-4.98%
7	Total All Other Expenditures and Requirements	-	-	
8	Total Unappropriated Ending Fund Balance	1,388,258	2,220,861	59.97%
	Total Requirements	61,333,949	57,063,554	-6.96%

The approved budget, as proposed to be modified, represented a decrease of \$4,720,395 or -6.96% from the last biennium. This was primarily the result of the decrease in capital outlay appropriations, which decreased by \$4,232,578 and represented a combination of completed airport project improvements and the fire substation, and a reduction in the amount of capital projects proposed to be completed by the public works related funds.

The 2011-13 Biennial Budget also included a shift in how the Water, Sewer and Storm Funds paid for their internal service and administrative costs to the Public Works Fund. As recommended by the city's auditors, those expenses were no longer shown as transfers, but as expenses within the Materials and Services budget category. There would be a like reduction in transfers as compared to a majority of the increase in materials and services in 2011-13. The decrease in debt service expenditures was a result of retiring three separate loans during 2009-11, two for the golf course irrigation system and one for the airport runway expansion property purchased on a five year note.

Councilor Fox asked what percentage number she had used.

Ms. Hopper stated it was fixed at 4.8347% per \$1000 in valuation. Measure 5 had frozen it, and the Council couldn't increase that rate without going for a vote of the people.

Mayor Dominick asked, in regard to Treasure Valley Transit, was there time to modify the grants and still receive OODT funds?

Jay Mantzer, TVT, stated he was not sure.

Lonie Debban, SRT, stated no, as their fiscal year began July 1.

Mr. Mantzer stated it was tricky this fiscal year, and he wasn't sure what Mayor Dominick was referencing.

Ms. Debban stated she had distributed an outline on her funding. Her budget had not passed yet; however, they had to have full funding in place on July 1, or a promise of funding by that date.

The Mayor opened the hearing for public testimony.

Proponents:

Larry Heidbrink, Ontario, stated he was there to boost support for the budget. He had been on the Budget Committee off and on over 12 years, and this past year had been the hardest budget passed. There had been the most talk, and had been largely about the bus. It had both a personal and fiscal element. Anything to help the citizens was great, but the Budget Committee had recommended to NOT fund the bus, and that Committee was accountable to the citizens for where the money was spent. The Committee had received a lot of input, from multiple sources; however, they had never been able to get clear answers or a full accountability for transit funds. There were other transportation venues available, and the city hadn't always had a bus. He hoped the Council would stick to what the Budget Committee recommended.

Lewie Allen, Ontario, stated he had lived in Ontario over 50 years, and he was appalled that the City Council wouldn't support the transit system. It was the only way for some of the elderly to get to medical appointments or to the store. Councilor Crume had called it an "entitlement". What did Councilor Crume think paying for the Golf Course for the past 50 years was – wasn't that an entitlement for the golfers? All the seniors over the past years had been paying big taxes, and now they were old and couldn't get around and the Council wanted to cut the bus. That was stupid. What did the City Council think the golf course - the city had been paying for that, and that was free-loading, welfare, and it wasn't right to the people of Ontario. Councilor Crume had mentioned Dial-A-Ride – well that cost more for them to have 3 rides on that, and the seniors had to buy food. Either the Council couldn't read, or they didn't care. The bus served not only the elderly, but also veterans, college, high school, all kids – and the Council was cutting their throats just for the golf course. Had Alan Daniels to help the City Manager, and he didn't approve of that cost, either. Put his wages towards the bus. Everyone was getting older, kids were leaving, and there was no one to take them to the store. What were they supposed to do? The Council cut the police and other departments for the golf course. They might not say it, but that was what was happening. The bus was a life saver for some that had paid taxes for over 40 years.

Pat Howe, Nyssa, suggested the Council pay attention to the Argus article. It was the best editorial she had ever read. Please read it. She had come to Nyssa over 20 years ago, and knew no one in town and no one in the cemetery. Yeas passed, met people in town, and knew some in the cemetery. Now, she was 80 years old, and knew more in the cemetery than in town. The bus was her support system. Her Geo Metro was in the shop a lot. She and another friend traded back and forth for awhile, and when she couldn't drive, that friend could, however

she had died two weeks ago. As they got older, they lost their support system. The transportation system was their support. She reminded the Council that they were all going to be there one of these days.

Frank Felder, Ontario, stated he had rented a house on SE 5th Avenue for over 22 years. He was dependent on the bus when they were still on the old system years ago. Since that had been extinguished, he had to do a lot of walking. Living on SE 5th, he witnessed quite a bit. Just across from him at the bus stop by the Human Development Center, he saw a lot of people waiting for the bus, often times exposed to the weather. He himself was dependent on the bus for getting to the store, to medical appointments, or to government agencies. He also noticed that every time the bus began from Wal-Mart, there were 10 adults and 6 kids, by the 2nd stop. Taking away the bus would be putting kids on the street. As far as legal aspects, people needed to get to Parole and Probation to report in, and stopping the bus would take away their ride. He was also concerned, along with the State of Idaho, the Idaho Statesman, and Channel 7, about what they were doing to Ontario. The city established a bus, then came back and cut it from the budget, and that was not helping Ontario. First a golf course, then a swimming pool – what next? He personally struggled with walking. Get the police to do more enforcement for additional funds – speeders, talking on cell phones while driving, that type of thing. This bus was important to him and to every one else. His family, who lived out of the area, was concerned about his well-being. If money was appropriated for transportation, leave it there! People came from all over, not just Ontario. Under Social Security, they were living under the income level of 2008, with no COLA since then, thanks to Obama. He, and a lot of others, were dependent on public transportation.

Terry Kohr, Ontario, stated he was on Social Security Disability, and was totally dependent on the bus service. He couldn't walk far, didn't have a car, and couldn't afford one. If the system was terminated, he didn't know what he would do, as he didn't have friends who could take care of him.

John Grose, Payette, stated he had a few points. One, for Norm Crume, on entitlement. If that was the case, then tax dollars used to pave the roads was an entitlement for drivers. His wife was legally blind, and rode the bus. Seniors who were too old to drive, rode the bus. It enriched their lives and gave them an opportunity to do things they otherwise wouldn't be able to do. He worked in Payette, out of his home, and he would lose a lot of clients if the bus system went away. The bus system was actually an anti-entitlement, because public transportation gave a chance to go to the doctor, go shopping, and to make friends. With Dial-A-Ride, there was a 24-hour required notice, so it wasn't always easy to just "go" to see anyone. If Ontario's budget was over \$56M, then \$30K wasn't a lot of money, and it gave a lot of benefit to a lot of people. It was a boon to the community. Anyone looking in this area for economic development, they would go where there was public transit. This was good for the city, for not a lot of money.

Rene Cummings, New Plymouth, stated she was the ex-Director of Harvest House, and she used to get calls at all hours of the day from people needing rides somewhere, and she would take them. She disagreed with Councilor Crume's comment, that the bus made people more dependent. It was just the opposite. It made them more independent, as it allowed them to get to places without have to find a ride.

Opponents: No portions of budget.

There being no further Proponent and no Opponent testimony, the Mayor declared the hearing closed.

Councilor Verini stated as a city, they would be judged by how they treated the citizens. It was extremely important for economic development, and the transportation system was probably one of the most important assets for this community.

Councilor Sullivan stated this issue had been discussed at length, and he wished there had been such an outpouring during the actual budget hearings. He agreed the bus system was a great asset to the community, and it helped many people become active members of society. With all they spent money on, he hoped the Council could find money for at least one year, to give the system time to develop more of the commercial phase, to make it more self sufficient. The Council should put a foot forward and support the system.

Councilor Fugate agreed, it was important to support the system. It was a small amount of money. Everyone needed help once in a while. It was important to offer this to the community.

Mayor Dominick stated from the 14 members of the Budget Committee, seven were from the community at large, and what the biggest concerns voiced were over management, accountability,, and the spending. In talking with different members of Treasure Valley Transit, or Snake River Transit, he suggested to them that they look into some management changes, or management of the funds, especially if the Council contributed money. The Council wanted to see a full accounting.

Mr. Mantzer stated he understood the heartburn. Treasure Valley Transit would be willing to come before the Council on a monthly basis, showing the money, the ridership, and to answer questions. That would make questions easier to handle, instead of waiting until the eleventh hour. That was the LEAST they could do if the Council opted to provide funding.

Councilor Jones stated he had voted against the bus system during the budget process; however, he would consider supporting the transit system on an annual basis, with the first year being only \$20,000 and Malheur County down to \$10K. Let that system go forward for one more year. He could probably support \$20K over the next two years. He didn't need to see them monthly, but maybe quarterly. He was not happy with management, and there were issues within the budget process. He could possibly support this if there was a reduction. If they kept it at \$30K, then he would opt to support the recommendation of the Budget Committee.

Councilor Fugate stated maybe they were not aware of that there were separate components. If Ontario didn't provide the full \$30K, then other funding would be lost. It was all part of a bigger formula.

Ms. Debban agreed. In meeting with ODOT, they wouldn't get the benches if the local match wasn't there. ODOT wanted to wait to see what the local entities would do before they would pitch in.

Mr. Mantzer agreed. Without full funding, it would be difficult to draw down grant funding.

Councilor Fox wanted to be all things to all people, for everything they could dream up; however, they were the City of Ontario in the worst economic times of his lifetime. The Budget Committee reviewed the entire budget carefully, and while cities did many things well – such as sewer, fire, water, police – other things, like the bus, he would have to weigh in on the side of the Budget Committee.

Councilor Crume stated on the blogs, he had been accused of not listening; however, if anyone knew him, when he ran for Council, he made it perfectly clear that he was against the bus system, and his opinion had not changed. He was elected with the voters knowing that about him. He was not a quitter, and not a waffler, and he was going to stay the course he stated when he ran for office. To be sitting in the hot seat, he took it as a badge of honor. Also, the Budget Committee voted to NOT fund the bus – with an 8/6/0 vote – but the Council had the right to change it as they saw fit. But, it was an unwritten, maybe unspoken, rule that they shouldn't make changes unless there was a dire need. He didn't agree with the budget on other issues, but the Budget Committee made their desires known, and it would be a joke for the Council to do otherwise. He believed if the Council didn't abide by the Budget Committee votes, it was a slap to that committee.

Mayor Dominick stated the golf course budget was cut by over 30%.

Mr. Lawrence reminded him that part of that was due to the kitchen remodel last year.

Mayor Dominick knew that 9-1-1 and the Police Department funds were fairly even, with some cuts, but no increases, and he believed the Fire Department had not taken any increases either. Also, the Public Works Department had no increases.

Councilor Sullivan corrected that the Fire Department had increased just a bit more this time around.

Mayor Dominick stated the entire budget was tight. The Budget Committee took two and a half weeks to review everything. As Larry Heidbrink had stated earlier, the bus was one of the most discussed and highly contentious issues. As a point of compromise – Malheur Federal Credit Union was offering a great funding opportunity, so instead of funding the bus at \$50K for the next two years, fund one year and allow it to go forward to look for more funding. The city's funding would be contingent upon county funding.

Councilor Sullivan stated regarding SREDA, it was a marketing arm, to look towards to the future. While it was still in the infancy stage with regard to the director, he would still recommend approval of the \$10K per year.

Councilor Crume stated he would be watching very closely, and would be very critical in future voting.

Councilor Fox stated he was fully prepared to back the Budget Committee until this transit issue came up.

Mayor Dominick asked for comments on funding for the Aquatic Center.

Councilor Fox stated his belief that it should go to a vote of the people. He didn't want to spend \$2M of the next generation's money. He didn't think it would cost that much to put it in front of the people.

Mayor Dominick stated the Budget Committee approved the \$14,500 towards the bidding process, and to expend \$500,000 from operating contingency if they moved forward on the construction.

Ms. Hopper stated the funds had already been moved since it was previously approved by the Budget Committee. Once bid, and to see the costs, it would be back before Council.

Councilor Fox asked if they were seriously willing to spend \$14k to see if bids would come in low. It would only be \$10K for a referendum.

Councilor Sullivan stated the pool was an asset that sat in the middle of the city. As popular as it might sound to get rid of it, they needed to really think about not having it when new companies came in to town, looking to see if they wanted to move here. It was already difficult to bring in new business. The citizens had spoken up, and they wanted to keep the pool.

Councilor Jones disagreed. It wasn't just the cost of rebuilding; it was also the cost of operations, which hadn't been addressed. That was substantial every year. He also didn't agree with those looking to move here. They were looking at transportation, traffic, fees, location, or available property.

Councilor Sullivan agreed, but it was very competitive, and they hadn't landed anyone.

Councilor Jones stated that was debatable. It was a no win situation. If they funded it, it would bring debt, but the alternative was to close it down or tear it down. They needed to grab hold of the financial situation in this town. Spending \$500K immediately for the pool, they just had to stop. He was on the Budget Committee and the figure was so large, he couldn't support it.

Councilor Fox agreed. They needed to look at other options. The Council before them spent \$75K to study the pool, and it wasn't even a study, it was a set of plans.

Councilor Verini stated economic development and quality of life for citizens in Ontario and for attracting new people coming into town, the benefits included the pool, the transit, and the golf course. The city needed to look into the future, to see what the corporations were truly looking for, not just rates, and fees, and land. They didn't know why Ontario hadn't been selected over the past few years, but they had lost to cities around Ontario for

reasons that had nothing to do with power, weather, or location, namely quality of life. Whether transit, pool, or the golf course, it was extremely important to consider that for economic development and quality of life.

There being no further testimony, the Mayor declared the hearing closed.

David Sullivan moved, seconded by Charlotte Fugate, that the Council adopt the changes to the approved budget as recommended by staff. Roll call vote: Crume-yes; Fox-yes; Fugate-yes; Jones-yes; Sullivan-yes; Verini-yes; Dominick-yes. Motion carried 7/0/0.

David Sullivan moved, seconded by Ron Verini, that the Council adopt the changes to the approved budget as amended to reallocate General Fund expenditures, reducing contingency and increasing materials and supplies by \$30K, to provide funding for the Treasure Valley Transit System. Roll call vote: Crume-no; Fox-no; Fugate-yes; Jones-no; Sullivan-yes; Verini-yes; Dominick-yes. Motion carried 4/3/0.

David Sullivan moved, seconded by Charlotte Fugate, that the Council adopt Resolution No. 2011-115, A RESOLUTION ADOPTING THE BIENNIAL BUDGET FOR FISCAL YEAR 2011-2013. Roll call vote: Crume-no; Fox-no; Fugate-yes; Jones-no; Sullivan-yes; Verini-yes; Dominick-yes. Motion carried 4/3/0.

Resolution #2011-116: Election to Receive State Revenues

It being the date advertised for public hearing on the matter of Resolution #2011-116, the Mayor declared the hearing open. There were no objections to the city's jurisdiction to hear the action, no abstentions, ex-parte contact, and no declarations of conflict of interest.

Rachel Hopper, Finance Director, stated Oregon Revised Statute required that municipalities formally declare their intention to receive State revenue sharing funds on an annual basis. This election could be done by resolution action. Adoption of this resolution would allow the city to receive allotted funds during the first half of its biennial budget. The Council would be asked to adopt a similar resolution during June of 2012 for the remaining year of the biennial budget.

It was anticipated that the city would receive \$95,000 in revenue sharing revenues during the first year of its biennial budget.

Staff was requesting the Council approve the resolution declaring the city's election to receive state revenues for the State's 2011-2012 Fiscal Year.

The Mayor opened the hearing for public testimony.

Opponents: None.

Proponents: None.

There being no Proponent and no Opponent testimony, the Mayor declared the hearing closed.

David Sullivan moved, seconded by Ron Verini, that the Council adopt Resolution No. 2011-116, A RESOLUTION DECLARING THE CITY'S ELECTION TO RECEIVE STATE REVENUES. Roll call vote: Crume-yes; Fox-yes; Fugate-yes; Jones-yes; Sullivan-yes; Verini-yes; Dominick-yes. Motion carried 7/0/0.

CORRESPONDENCE, COMMENTS, AND EX-OFFICIO REPORTS

- Henry Lawrence thanked Rachel Hopper for all her work in putting the budget together, and for her many years on staff with the city.
- Mayor Dominick reminded everyone that the meeting for July 5th had been cancelled, and consequently the Study Session for June 30th.

ADJOURN

David Sullivan moved, seconded by Charlotte Fugate, that the meeting be adjourned. Roll call vote: Crume-yes; Fox-yes; Fugate-yes; Jones-yes; Sullivan-yes; Verini-yes; Dominick-yes. Motion carried 7/0/0.

ATTEST:

Joe Dominick, Mayor

Tori Barnett, MMC, City Recorder

TELEPHONIC/ELECTRONIC COUNCIL MEETING MINUTES
July 5, 2011

A special telephonic/electronic meeting of the Ontario City Council was called for Tuesday, July 5, 2011, in the office of the City Recorder, Ontario City Hall. Council members who participated were Charlotte Fugate, Dan Jones, Norm Crume, Joe Dominick, David Sullivan, and Ron Verini. Jackson Fox could not be reached.

Staff present was City Recorder Tori Barnett. Questions of Councilors were addressed by staff via telephone or email.

Notice of the meeting was provided to the Argus Observer on Tuesday, June 28, 2011.

CONSENT AGENDA:

The regularly scheduled meeting of Tuesday, July 5, 2011, was canceled. To enable the City to pay vendors in a timely fashion, the Council needed to approve the submitted bills. The Ontario Finance Department emailed/mailed the bills to the Council for review on Friday, July 1, 2011.

David Sullivan moved, seconded by Norm Crume, to adopt the Agenda as presented. Roll call vote: Crume-yes; Fox-out; Fugate-yes; Jones-yes; Sullivan-yes; Verini-yes; Dominick-yes. Motion carried 6/0/1.

David Sullivan moved, seconded by Norm Crume, to approve the bills as presented. Roll call vote: Crume-yes; Fox-out; Fugate-yes; Jones-yes; Sullivan-yes; Verini-yes; Dominick-yes. Motion carried 6/0/1.

David Sullivan moved, seconded by Norm Crume, that the meeting be adjourned. Roll call vote: Crume-yes; Fox-out; Fugate-yes; Jones-yes; Sullivan-yes; Verini-yes; Dominick-yes. Motion carried 6/0/1.

Joe Dominick, Mayor

ATTEST:

Tori Barnett, MMC, City Recorder

CONSENT AGENDA

JULY 18, 2011

TO: Mayor and City Council

FROM: Mark Alexander, Chief of Police

THROUGH: Henry Lawrence, City Manager

**SUBJECT: LIQUOR LICENSE APPLICATION – NEW OUTLET
Pho Mai – Beef Noodle Soup Restaurant (Full On-Premises Sales)**

DATE: July 7, 2011

SUMMARY:

My Nghiep Corp, owner of Pho Mai Beef Noodle Soup Restaurant has completed the “New Outlet” application process for “Full On-Premises Sales” liquor license privileges through the Oregon Liquor Control Commission for their new business located at 490 East Lane, Suite 10, Ontario, Oregon.

All necessary paperwork has been approved through OLCC office and is awaiting approval through the Ontario City Council.

BACKGROUND:

Criminal Record process was completed on My Nghiep Corp owner/manager My-Lan Nguyen. All records returned clear. The application forms have been filled out appropriately and required fees have been paid. All Permit requirements have been met.

Pho Mai Beef Noodle Soup Restaurant will house a bar/lounge area with pool tables.

RECOMMENDATION:

I have completed a review of this application information in accordance with the City of Ontario’s ordinance regulating this license. I recommend that we approve the application for New Outlet / Full On-Premises Sales liquor licenses for Pho Mai Beef Noodle Soup Restaurant.

PROCLAMATION

Anniversary of the Americans with Disabilities Act

WHEREAS, The Americans with Disabilities Act (ADA) has helped fulfill the promise of America for millions of individuals living with disabilities. The anniversary of this landmark legislation is an important opportunity to celebrate our progress over the last 21 years and the many contributions individuals with disabilities make to our country; and

WHEREAS, When President George H.W. Bush signed the ADA into law on July 26, 1990, he called this legislation a *"dramatic renewal not only for those with disabilities, but for all of us, because along with the precious privilege of being an American comes a sacred duty to ensure that every other American's rights are also guaranteed."* The ADA's far-reaching reforms have played a significant role in enhancing the quality of the life for millions of Americans who must overcome considerable challenges each day in order to participate fully in all aspects of American life; and

WHEREAS, My administration will continue its efforts to remove barriers confronting citizens of Ontario and Oregonians with disabilities and their families so that every individual can realize their full potential. The City of Ontario will renew its efforts at opening doors to access and employment opportunities for all citizens with disabilities; and

WHEREAS, On this anniversary of the ADA, we underscore our commitment to ensuring that the fundamental promises of our democracy are accessible to all our citizens. As we strive to be a more caring and hopeful society, let us continue to show the character of America and citizens of Oregon in our compassion for one another.

NOW, THEREFORE, I, Joe Dominick, Mayor of the City of Ontario, Oregon, by virtue of the authority vested in me, do hereby proclaim July 26, 2011 as a day in celebration of the 21st anniversary of the Americans with Disabilities Act. I call on all citizens of Ontario, Oregon to celebrate the many contributions of individuals with disabilities as we work towards fulfilling the promise of the ADA to give all our citizens the opportunity to live with dignity, work productively and achieve their dreams.

In witness whereof, I have hereunto set my hand this 18th day of July, in the year of our Lord two-thousand eleven, and the Independence of the United States of America and the great State of Oregon.

Joe Dominick, Mayor

CONSENT AGENDA

July 18, 2011

TO: Mayor and City Council

FROM: Dan Shepard, Engineering Technician

THROUGH: Henry Lawrence, City Manager
Chuck Mickelson, Public Works Director

SUBJECT: STREET RIGHT OF WAY ENCROACHMENT PERMIT – 589 NE 2nd STREET

DATE: July 11, 2011

SUMMARY:

Attached is the following document:

- Encroachment Permit Agreement with Exhibit “A” 589 NE 2nd Street

Neal Evans, Facility Service Manager for the Ontario Americold facility, has requested a right of way encroachment permit for a fence along NE 2nd Street and NE 1st Street. Americold has recently completed an addition and several upgrades to the facility. Along with those improvements, they have agreed to construct sidewalk, curb and gutter and street improvements along NE 2nd Street. To help improve security to the facility he has requested that they be allowed to move the existing fence from its current location on the property line out 10 feet to behind the newly constructed sidewalk along NE 2nd Street. There is a city water main between the sidewalk and the property line. Staff has reviewed the location of the water main and found that it would not create a hardship to allow the encroachment permit with conditions as detailed in the attached encroachment permit. Americold has agreed to meet these conditions. They have also requested to move the existing fence on the west side of NE 1st Street out 13 feet to within 7.5 feet of the face of curb. This would allow Americold to have additional storage space and still allow room for pedestrian access.

STAFF RECOMMENDATION:

Staff recommends the Council approve the encroachment permit for Americold for a Street Right of Way Encroachment Permit for 589 NE 2nd Street.

LICENSE

After Recording Return to:
City of Ontario
Public Works Department
444 SW 4th Street
Ontario, OR 97914

ENCROACHMENT PERMIT FOR ENCROACHMENT OF A CHAIN LINK FENCE IN A CITY OF ONTARIO PUBLIC RIGHT-OF-WAY

BETWEEN: THE CITY OF ONTARIO, an Oregon municipal Corporation hereinafter referred to as "City."

AND: Americold, hereinafter referred to as "Developer."

PREMISES:

WHEREAS, Developer owns all of Blocks 160, 161 and 162, and lots 1 through 10 of Block 187, lots 1 through 10 of Block 188, lots 1 through 10 of Block 189, lots 1 through 8 of Block 190, lots 1, 11, 12 and the north 19.5 feet of lot 2 of Block 163 and those portions of public rights of way vacated by ordinances 1308, 1670, 1669, 1682 and 2283 of the Wilson's Supplemental Plat of the City of Ontario, Malheur County, Oregon;

WHEREAS, Developer will install a six-foot high, chain link fence in the public right-of-way as set forth in Exhibit "A" attached hereto and herein incorporated by reference as the "Encroachment."

WHEREAS, City finds that construction of the Encroachment as proposed will not be detrimental to interests of the citizens of Ontario, provided Developer agrees that should the City, its agents, employees, or assigns require use of the Public Utility Easement in the future, Developer, his successors or assigns will remove or relocate said Encroachment at Developer's expense.

NOW THEREFORE, the parties agree as follows:

1. The aforementioned premises are deemed to be true and are herein incorporated by reference as part of this agreement.
2. This agreement is an instrument affecting the title and possession of the Property described above. All of the terms and conditions herein imposed shall run with the land and shall be binding upon and inure to the benefit of the successors in interest of the Developer. Upon any sale or division of the Property, the terms of this agreement shall apply separately to each parcel and the owner of each parcel succeed to the obligation imposed on Developer by this agreement.
3. City grants to Developer a license to use the Public Right-Of-Way adjacent to the Property to construct the Encroachment in accordance with the submitted plans.
4. Nothing contained in this agreement shall be construed to be a waiver of any applicable federal, state, or local building statutes, rules, regulations, ordinances, codes or standards or a waiver of any zoning restrictions or required improvements as set forth in the City of Ontario Municipal Code.
5. In the event the City, its employees, agents or assigns should require the use of the Public Right-Of-Way at any time in the future, Developer, his successors or assigns, will remove or relocate the Encroachment at the sole expense of the Developer, his successors or assigns.
6. Should it become necessary for either party to institute action to enforce the terms and provisions of this agreement, the prevailing party shall pay the other party reasonable costs, including attorney fees

- incurred in the preparation and prosecution of any judicial proceeding or any appeal therefrom.
7. The Developer shall indemnify and hold the City harmless from and against any claims, demands, suits, costs, losses and/or other damages or expenses which may result to any person or property in any manner arising out of or connected with Developer's use of the Public Right of Way.
 8. Developer, will at his own cost and no later than 10 days from the date hereof, record a copy of this Agreement in the County Recorder's Office for Malheur County.
 9. The Developer shall not construct or cause to be constructed any appurtenance or other structure in the Public Right Of Way or the Vision Clearance Triangle.
 10. The Developer will restore the disturbed area of the Public Right-Of-Way to its original condition.
 11. Pursuant to ORS 093.710 this document is being filed with the Malheur County Recorders Office.

IN WITNESS WHEREOF, this agreement has been executed on this _____ day of _____, 2011

Developer: Americold _____

STATE OF OREGON)

) ss.

County of Malheur)

This instrument was acknowledged before me this _____ day of _____, 2011, by Neal Evans, Developer.

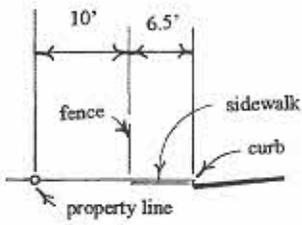
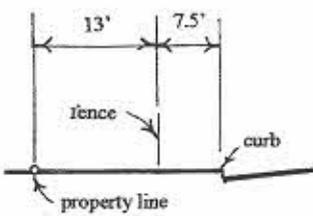
 Notary Public for the State of Oregon
 My Commission Expires _____

CITY OF ONTARIO:

 Chuck Mickelson, Public Works Director

 Henry Lawrence, City Manager

ATTEST: _____
 Tori Ankrum, City Recorder

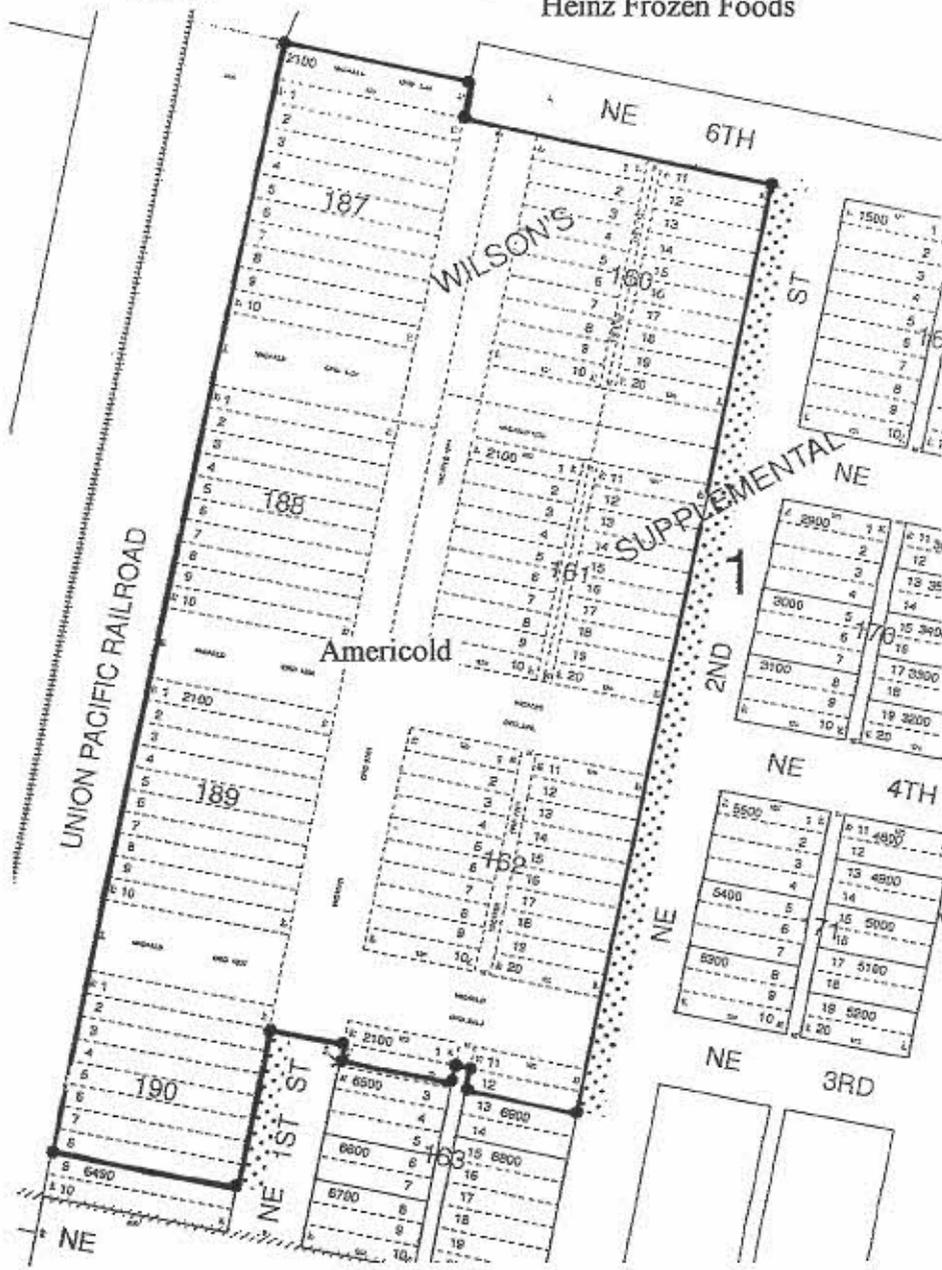


NE 1st Street

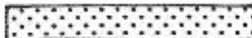
NE 2nd Street

Details

Heinz Frozen Foods



area of encroachment



NORTH
1" = 200'

Fence Encroachment - Americold

5818E 2nd Street

Exhibit "A"

CONSENT AGENDA

July 18, 2011

TO: Mayor and City Council

FROM: Dan Shepard, Engineering Technician

THROUGH: Henry Lawrence, City Manager

SUBJECT: IDAHO POWER UTILITY EASEMENT-AIRPORT

DATE: July 11, 2011

SUMMARY:

Attached are the following documents:

- Easement Document
- Idaho Power Company Location Map
- Staff Location Photo Map

Idaho Power Company has requested the Mayor be authorized to sign easements for various power lines, both overhead and underground, at the City of Ontario Municipal Airport. These easements give the Idaho Power Company the authority to maintain and repair its power lines as necessary. Idaho Power Company has power lines at the Ontario Municipal Airport to provide electrical service, both overhead and underground, for that facility (see Staff Location Map).

PREVIOUS COUNCIL ACTION:

June 2, 2008 Power line easement given for Flying "W" Aviation

BACKGROUND:

Power line easements are very common for larger businesses. Having these easements in place also provides the business with adequate electrical service. When Idaho Power Company was providing a new service to the recently constructed hangars at the airport, it was discovered that many of their service lines at the airport were not covered by an easement. Idaho Power Company submitted a request to grant easements for these facilities and supplied an easement document and an attachment showing where these facilities are located. These easements will serve hangars, the fixed base operator, the new fire station and an irrigation pump at a pond in the south east quadrant of the airport that was formerly part of the golf course. On June 8, 2011, staff met with the airport committee to review the easement request. The committee gave a recommendation of approval with the change of reducing the easement widths from the requested 20-foot width center on the power line to 10-foot centered on the power line. Idaho Power has agreed to this change and have supplied an easement document that reflects those changes.

STAFF RECOMMENDATION:

City staff recommends the Council authorize the Mayor to be signatory to the attached easement for Idaho Power Company, a Corporation.



1221 W. Idaho St. (83702)
P.O. Box 70
Boise, ID 83707

For County Recorder's Use Only

Easement—Organization

City of Ontario

a, Municipality

"Grantor(s)", of Malheur County, State of Oregon, do hereby grant and convey to IDAHO POWER COMPANY, a Corporation, with its principal office located at 1221 W. Idaho Street, Boise, Idaho, 83702 (P.O. Box 70, Boise, ID 83707), its licensees, successors, and assigns, (collectively, "Grantee"), for One Dollar and other valuable considerations, the receipt and sufficiency of which is hereby acknowledged, a permanent and perpetual easement and right of way, at all times sufficient in width for the installation, erection, continued operation, maintenance, repair, alteration, inspection, and/or replacement of the following:

Combination Facilities:

- (i) Overhead electrical transmission, distribution and communication lines, including fiber optics, and circuits of Grantee, attached to poles or other supports, together with guys, cross-arms, supports, stabilizers, and
- (ii) underground electrical power line or lines generally including, but not limited to, buried power lines and wires, above-ground pad-mounted transformers, junction boxes, cables, conduits, communication lines, including fiber optics, other equipment, and all related appurtenances, any of which may extend above ground, in certain locations to be determined by Grantee at Grantee's sole and absolute discretion, and
- (iii) any other attachments, appurtenances and incidental equipment relating to the items described in subclause (i) or (ii) above.

All of the foregoing items described in subclause (i), (ii) and (iii) are collectively referred to herein as the "Facilities". Grantee shall also have the right to permit the attachment and/or use or placement of the wires, fixtures, cables and conduits of other companies or parties (all of the same being included within the definition of "Facilities").

The easement and right of way granted herein shall be over, on, and across the premises belonging to Grantor(s) in Malheur County, State of Oregon, in the location described below:

Grantee is hereby also granted the perpetual right of ingress and egress over Grantor's other property necessary for the full and complete use, occupation, and enjoyment of the easement hereby granted, and together with all rights and privileges incident thereto, including, but not limited to, (i) the right, at Grantee's expense, to cut, trim, and remove trees, brush, bushes, sod, flowers, shrubbery, overhanging branches and other obstructions and improvements which may injure or interfere with Grantee's use, occupation, or enjoyment of this easement, (ii) the right, at Grantee's expense, to excavate and refill ditches and trenches for the location of the Facilities, and (iii) the right, at Grantee's expense, to install, construct, operate, inspect, alter, maintain, replace, improve and repair any and all aspects of Grantee's Facilities on, over, through, under and across the lands subject to this easement.

The location of the easement and right of way granted herein is described as follows:

A strip of land ten feet wide, five feet on each side of a centerline lying within Section 7, Township 18 South, Range 47 East, Willamette Meridian, Malheur County Oregon, said centerline being more particularly described as follows:

Commencing at the Northeast corner of said Section 7;

Thence South 73° 04' 51" West a distance of 2142.98 feet to the TRUE POINT OF BEGINNING;

Thence North 03° 45' 55" West a distance of 110.13 feet to a point;

Thence North 54° 01' 13" East a distance of 14.53 feet to a point;

Thence North 83° 14' 25" East a distance of 248.48 feet to a point;
Thence North 20° 57' 26" West a distance of 346.14 feet to a point;
Thence North 04° 00' 29" East a distance of 57.56 feet to a point;
Thence North 16° 00' 59" East a distance of 55.43 feet to a point;
Thence North 27° 26' 15" East a distance of 41.36 feet to a point;
Thence South 83° 28' 06" East a distance of 236.88 feet to a point;
Thence North 86° 29' 47" East a distance of 29.75 feet to a point herein known as Point "A;"
Thence South 24° 55' 06" West a distance of 90.35 feet to a point;
Thence South 54° 19' 18" West a distance of 17.16 feet to a point;

And also from said Point "A;"

Thence North 86° 29' 47" East a distance of 16.91 feet to the Point of Terminus.

And Also from said Northeast Corner of Section 7;

Thence South 42° 24' 38" West a distance of 1227.60 feet to the SECOND TRUE POINT OF BEGINNING;
Thence South 00° 51' 07" West a distance of 21.41 feet to a point;
Thence North 88° 32' 28" West a distance of 79.34 feet to a point herein known as Point "B;"
Thence North 04° 20' 51" West a distance of 108.38 feet to a point;

And Also from Said Point "B;"

Thence South 89° 40' 18" West a distance of 190.06 feet to a point;
Thence South 04° 41' 53" East a distance of 387.43 feet to a point herein known as Point "C;"
Thence North 85° 20' 18" West a distance of 43.14 feet to a point;
Thence North 48° 22' 01" West a distance of 84.10 feet to a point;
Thence North 79° 07' 46" West a distance of 96.68 feet to a point;

And Also from Said Point "C;"

Thence South 35° 03' 23" West a distance of 65.93 feet to a point herein known as Point "D;"
Thence North 75° 40' 22" East a distance of 31.19 feet to a point;

And also from Said Point "D;"

Thence South 75° 52' 42" West a distance of 411.88 feet to a point herein known as Point "E;"

Thence South 76° 15' 45" West a distance of 28.75 feet to a point;

And Also from Said Point "E;"

Thence North 31° 36' 01" West a distance of 22.04 feet to a point;

And Also from Said Point "E;"

Thence South 27° 16' 50" East a distance of 1265.74 feet to a point;

Thence South 25° 56' 30" East a distance of 28.20 feet to a Point of Terminus.

And Also from Said Point "C;"

Thence North 88° 42' 24" East a distance of 145.90 feet to a point herein known as Point "F;"

Thence North 28° 50' 56" East a distance of 83.79 feet to a point;

And Also from Said Point "F;"

Thence South 88° 35' 44" East a distance of 191.52 feet to a point herein known as Point "G;"

Thence South 02° 46' 56" East a distance of 95.09 feet to a point;

And Also from Said Point "G;"

Thence North 55° 40' 35" East a distance of 102.25 feet to a point herein known as Point "H;"

Thence North 50° 48' 02" West a distance of 95.23 feet to a point;

And Also from Said Point "H;"

Thence North 00° 37' 45" East a distance of 90.65 feet to a point;

Thence North 52° 34' 22" East a distance of 18.62 feet to a point;

And Also from Said Point "G;"

Thence South 89° 58' 16" East a distance of 523.82 feet to a point herein known as Point "I;"

Thence North 34° 29' 58" West a distance of 74.32 feet to a point;

And Also from Said Point "I;"

Thence North 37° 57' 02" East a distance of 76.32 feet to a point;

And Also from Said Point "I;"

Thence South 88° 51' 55" East a distance of 126.99 feet to the Point of Terminus.

Grantor shall not alter the grade or elevation of the land within the right-of-way existing on the date hereof through excavations, grading, installation of berms, or other activities without the prior written approval of Grantee. Grantor shall not place or build any structure(s) within the easement area except fences and except as otherwise approved by Grantee in writing.

This Easement shall run with the land and be binding upon the parties' successors and assigns.

Checked by lab
Work Order # 27343036

Executed and delivered this _____ day of _____, _____.

Signature(s) of Grantor(s) (Include title where applicable):

Corporate Verification

STATE OF _____ }
COUNTY OF _____ } ss.

I, _____ (Notary's Name), a notary public, do hereby certify that on this _____ day of _____, 20 _____, personally appeared before me _____

(Individual's Name Including Title) and _____ (Individual's

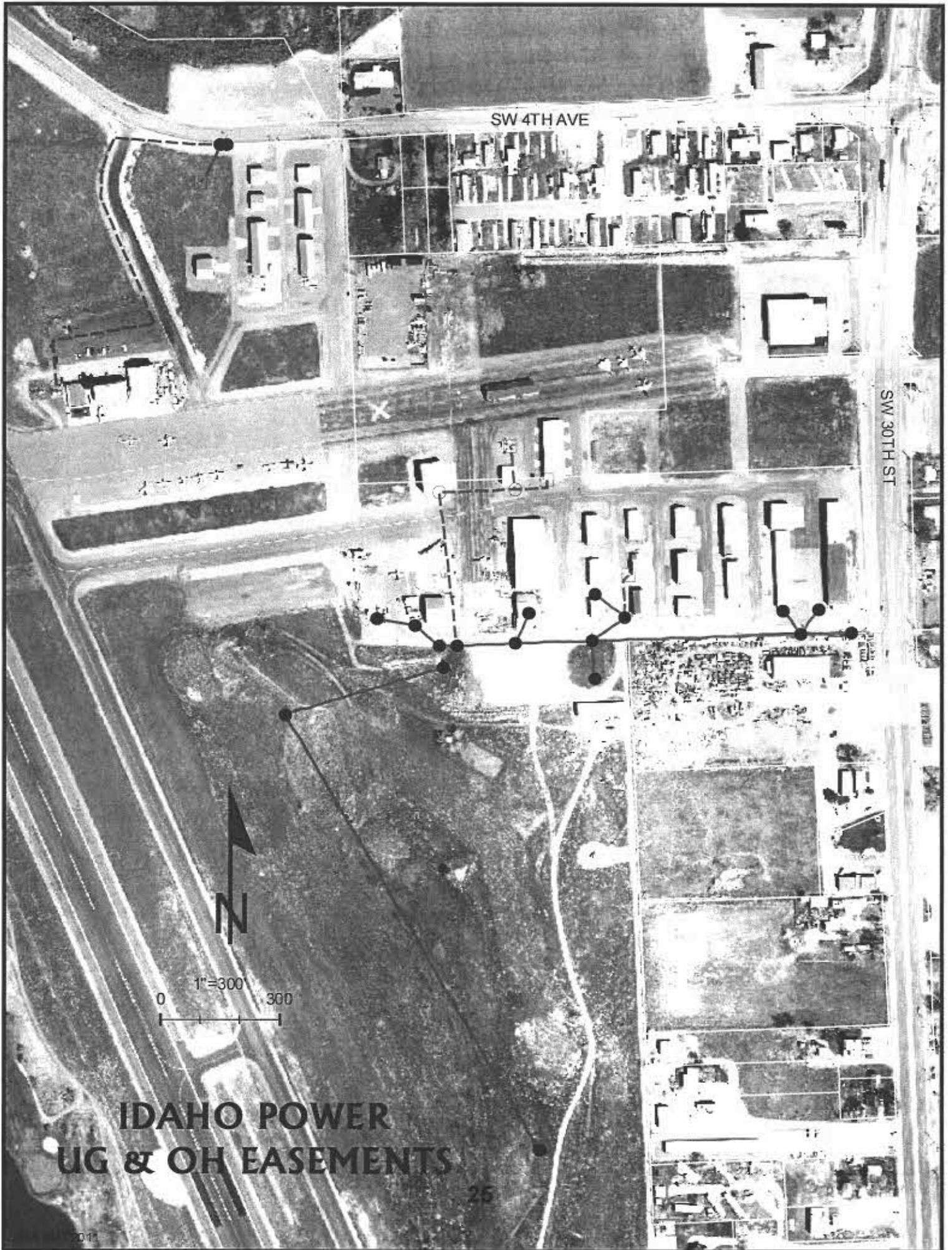
Name Including Title), who, being by me first duly sworn, declared that he/she/they are respectively the duly authorized person(s) of

_____ City of Ontario _____ (Organization Name), that he/she/they

signed the foregoing document, and acknowledged to me that he/she/they executed the same as the free act and deed on behalf of said organization.

(NOTARY SEAL)

Notary Public
My Commission Expires on _____



SW 4TH AVE

SW 30TH ST

N

0 1"=300' 300

IDAHO POWER
UG & OH EASEMENTS

25

CONSENT AGENDA

July 18, 2011

TO: Mayor and City Council

FROM: David Richey, Planning & Zoning Administrator

THROUGH: Henry Lawrence, City Manager

SUBJECT: **ORDINANCE #2658-2011: FINAL ORDER AND FINDINGS OF FACT IN THE MATTER OF PLANNING FILE 2011-02-04 AZ, THE ANNEXATION OF 1/4 ACRE OF PROPERTY INTO THE CITY OF ONTARIO AND TO REZONE SAID PROPERTY FROM UGA-RESIDENTIAL TO THE CITY RS-50 SINGLE FAMILY RESIDENTIAL. THE PROPERTY IS GENERALLY KNOWN AS TAX LOT 1000; ASSESSOR'S MAP #18S 47E 05AC; 2040 HUNTER LANE – 2ND & FINAL READING**

DATE: June 21, 2011

SUMMARY:

Attached is the following document:

- Ordinance #2658-2011

There have been no changes to the proposed ordinance since first reading.

PREVIOUS COUNCIL ACTION:

06/20/11 Council passed the 1st reading of Ordinance #2658-2011.

STAFF RECOMMENDATION:

Staff recommends the Council adopt Ordinance #2658-2011 on Second and Final Reading

ORDINANCE #2658-2011

FINAL ORDER AND FINDINGS OF FACT IN THE MATTER OF PLANNING FILE 2011-02-04 AZ, THE ANNEXATION OF 1/4 ACRE OF PROPERTY INTO THE CITY OF ONTARIO AND TO REZONE SAID PROPERTY FROM UGA-RESIDENTIAL TO THE CITY RD-40 DUPLEX RESIDENTIAL. THE PROPERTY IS GENERALLY KNOWN AS TAX LOT 1000, ASSESSORS MAP 18S 47E-05AC, LOCATED AT 2040 HUNTER LANE, ONTARIO

FINDINGS OF FACT:

- Whereas:** The proposal complies with applicable provisions of the Ontario Comprehensive Plan, Title 10 and its zone and administrative sections 10A and 10B; and;
- Whereas:** Notice has been sent to the Department of Land Conservation and Development a minimum of 45 days prior to this formal procedure to annex and in particular, rezone the subject property in accord with State Administrative Rules; and,
- Whereas:** The subject site is within the City of Ontario Urban Growth Area and thus approved under the rules and regulations of the State of Oregon for annexation to the City; and,
- Whereas:** The subject Urban Growth Area is classified as Residential and the proposed zone is RD-40 Duplex Residential which is consistent with the UGA classification; and,
- Whereas:** The property owner has formally requested that the subject site be annexed, the primary purpose of the annexation is to have City sewer service; and,
- Whereas:** The subject site is immediately adjacent to the City boundary; and,
- Whereas:** City emergency services are available to this site in a manner similar to other land in the City; and,
- Whereas:** All appropriate local notices have been given for this proposal and the public hearings it requires; and,
- Whereas:** The property is 1/4 acre in size and is known as Tax Lot 1000, Assessor's Map #18S 47E 05AC; and,

Whereas: Pursuant to the formal application, the Ontario Planning Commission held a properly noticed public hearing on April 11, 2011 and made a recommendation to City Council; and,

Whereas: The City Council held a properly noticed public hearing on May 2, 2010, and reviewed all evidence and testimony submitted at the City of Ontario hearings.

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

Based upon the Comprehensive Plan, the procedures and regulations provided in Title 10, of the Comprehensive Plan and Zoning Ordinance, and the above listed Findings, the Ontario City Council approves and adopts Ordinance #2658-2011 annexing and rezoning the 1/4 acre property identified as Tax Lot 1000, Assessor's Map #18S 47E 05AC and rezoning to RD-40, Duplex Residential. The following contiguous territory be and the same is hereby annexed: The property mapped and legally described in the attached Exhibits "A" and "B" respectively.

PASSED AND ADOPTED by the Common Council of the City of Ontario this _____ day of _____, 2011 by the following vote:

AYES:

NAYS:

ABSENT:

ABSTAIN:

APPROVED by the Mayor this _____ day of _____, 2011.

Joe Dominick, Mayor

ATTTEST:

Tori Barnett, MMC, City Recorder

ANNEXATION DESCRIPTION
FOR BROWN PROPERTY
AND STREET FRONTAGE

Land in Malheur County, Oregon, as follows:

In Township 18 South, Range 47 East of the Willamette Meridian:

Section 5: A parcel of land in the NW $\frac{1}{4}$ SW $\frac{1}{4}$ NE $\frac{1}{4}$ more particularly described as follows:

Beginning at the Northeast corner of said NW $\frac{1}{4}$ SW $\frac{1}{4}$ NE $\frac{1}{4}$;

thence South 145 feet;

thence West 110 feet;

thence North 145 feet;

thence East 110 feet to the Point of Beginning

AGENDA REPORT

July 18, 2011

TO: Mayor and City Council

FROM: Bret Turner, Public Works Director

THROUGH: Chuck Mickelson, Public Works Director and
Henry Lawrence, City Manager

SUBJECT: **BID AWARD: WEST IDAHO/TAPADERA LIFT STATION UPGRADE PROJECT**

DATE: July 7, 2010

SUMMARY:

Construction bids were opened on June 29, 2011, for the West Idaho/Tapadera Lift Station Upgrade Project. Triad Mechanical, Inc., of Portland, Oregon, is the apparent lowest responsive and responsible bidder with a total Project Bid of \$298,872.00.

W. IDAHO/TAPADERA LIFT STATION UPGRADES PROJECT			
Contractor	W.Idaho LS Bid	Tapadera LS Bid	Total Project Bid
Triad Mechanical, Inc., Portland, OR	\$140,916	\$157,956	\$298,872
Warrington Construction, Ontario, OR	\$172,000	\$168,000	\$340,000
RSCI, Meridian, ID	\$147,920	\$190,361	\$338,281

PREVIOUS COUNCIL ACTION:

2009 Council adopted the 2009-2011 biennial budget that included projects SEW 14 (West Idaho Avenue Lift Station Relocation), and SEW 15 (Update Tapadera Lift Station). These two projects were combined into one project due to the similarity of project types.

BACKGROUND:

The design for these projects were completed by Keller Associates and then put on hold until the projects could be re-budgeted for construction in the 2011-13 biennial budget.

The Budget amount approved for the projects in 2011-2013 is \$290,000. Bids from contractors were received on June 29, 2011; the apparent lowest responsive and responsible bidder was Triad Mechanical, Portland, Oregon with a bid amount of \$298,872. The Public Works department would like to award the contract to Triad Mechanical, Inc. The budget shortfall is being handled by a separate resolution with a transfer from the sewer contingency.

RECOMMENDATION:

Staff recommends the City Council award 11SEW-14 West Idaho/Tapadera Lift Station Upgrade Project to Triad Mechanical, Inc.

PROPOSED MOTION:

I move the City Council award the 11SEW-14 West Idaho/Tapadera Lift Station Upgrade Project to Triad Mechanical, Inc., and authorize the City Manager to be signatory to an agreement with Triad Mechanical, Inc.

AGENDA REPORT

July 18, 2011

TO: Mayor and City Council

FROM: Bret Turner, Public Works Director

THROUGH: Chuck Mickelson, Public Works Director and
Henry Lawrence, City Manager

**SUBJECT: RESOLUTION #2011-119: A RESOLUTION AUTHORIZING A REALLOCATION OF
EXPENDITURES WITHIN THE SEWER FUND FOR PROJECT 11SEW-14 WEST
IDAHO/TAPADERA LIFT STATION UPGRADES**

DATE: July 7, 2010

SUMMARY:

Attached is the following document:

- Resolution #2011-119

BACKGROUND:

In 2009 the Council adopted a two-year budget that included project SEW 14 (West Idaho Avenue Lift Station Relocation) and SEW 15 (Update Tapadera Lift Station). These two projects were combined into one project due to the similarity of project types.

In March of 2010, the Public Works Department sent out a Request for Qualifications for Engineering Services to design engineering firms. After receiving and evaluating the RFQ proposals, City staff hired Keller Associates to perform the design for these two projects. During the design the location of the West Idaho lift station was determined to be of adequate size for the needed improvements, thus the lift station location was not changed as originally anticipated in the 2009-2011 budget approval. The design was completed and the project was put on hold until these two projects could be re-budgeted for construction during the 2011-13 biennial budgeting process.

The Budget amount approved for the projects in 2011-2013 is \$290,000. Bids from contractors were received on June 29, 2011. The apparent lowest responsive bidder was Triad Mechanical, Portland, Oregon with a bid amount of \$298,872. Engineering services during the construction process with Keller Associates is approximately \$22,000. Staff is recommending a reallocation of sewer contingency funds in the amount of \$50,000 (\$9,000 Triad Mechanical; \$22,000 Keller Associates; \$21,000 for possible change orders). Any unused funds would be returned to the sewer contingency.

ALTERNATIVE:

The City could not approve the reallocation of funds and the project would not go forward.

FINANCIAL IMPLICATIONS:

The proposed Resolution reduces the Sewer Fund operating contingency expense line item by \$50,000 and increases the 11SEW-14 West Idaho/Tapadera Lift Station Upgrade expense line item by the same amount, leaving a balance of \$1,856,089 in the Sewer Fund operating contingency.

RECOMMENDATION:

Staff recommends the City Council adopt Resolution #2011-119.

PROPOSED MOTION:

I move the City Council adopt Resolution #2011-119: A Resolution authorizing a reallocation of expenditures within the sewer fund for project 11SEW-14 West Idaho / Tapadera Lift Station upgrades.

RESOLUTION #2011-119

A RESOLUTION AUTHORIZING A REALLOCATION OF EXPENDITURES FROM CONTINGENCY TO CAPITAL WITHIN THE SEWER FUND FOR PROJECT 11SEW-14 WEST IDAHO/TAPADERA LIFT STATION UPGRADES

- WHEREAS,** the City of Ontario adopted the 2011-2013 budget document based upon known or anticipated revenues and expenditures; and
- WHEREAS,** project 11SEW-14 (West Idaho Avenue Lift Station Relocation and Update Tapadera Lift Station) were approved with a budget of \$290,000; and
- WHEREAS,** bids were received on June 29, 2011 for the construction of these projects, and the bids came in higher than the engineer's estimate of \$250,000; and
- WHEREAS,** there is a budget short fall for this project; and
- WHEREAS,** the City Council desires now to formally modify the 2011-2013 Sewer Fund budget by reducing Operating Contingency expense and increasing the Capital Project expense to complete the project.

NOW THEREFORE, BE IT HEREBY RESOLVED by the Ontario City Council, to approve the following adjustments to the 2011-2013 Biennial budget:

Account Number	Account Name	Adopted 11-13 Budget	Proposed Change	Revised 11-13 Budget
SEWER FUND				
EXPENSES				
110-165-719235	11SEW-14 UPDATE W.Idaho/Tapadera LS	\$ 290,000	\$ 50,000	\$ 340,000
110-165-871000	Operating Contingency	\$ 1,906,089	(\$ 50,000)	\$ 1,856,089

EFFECTIVE DATE: Effective immediately upon passage.

PASSED AND ADOPTED by the City Council of the City of Ontario this ____ day of _____ 2011, by the following vote:

AYES:

NAYES:

ABSENT:

APPROVED by the Mayor this ____ day of _____, 2011.

ATTEST:

Joe Dominick, Mayor

Tori Barnett, MMC, City Recorder

AGENDA REPORT
July 18, 2011

To: Mayor and City Council

FROM: Chuck Mickelson, Public Works Director

THROUGH: Henry Lawrence, City Manager

SUBJECT: RESOLUTION #2011-118: A RESOLUTION AUTHORIZING AN INCREASE IN REVENUES AND EXPENDITURES WITHIN THE SPECIAL PROJECTS DEPARTMENT OF THE CAPITAL PROJECTS FUND TO COMPLETE LOCAL IMPROVEMENT DISTRICT #47

DATE: July 11, 2011

SUMMARY:

Attached are the following documents:

- Resolution #2011-118
- Property Assessment

PREVIOUS COUNCIL ACTION:

- 08-12-2010 City Council work session - staff recommended City Council adopt Resolution #2010-138 with the intent to create a local improvement district and extend sewers to the area; Council remanded the action to hold an additional meeting with the property owners.
- 09-09-2010 Neighborhood meeting – Council directed staff to do an additional survey to determine the interest in forming a LID for sewer only, for sewer and water and those opposed to any LID.
- 10-28-2010 City Council directed staff to prepare a resolution declaring the intent to create a LID.
- 11-22-2010 City Council adopted Resolution #2010-152: a resolution for the Declaration of Intent to create LID #47, to construct water and sewer for the construction of sanitary sewer mains and water mains on Alameda Drive from SW 16th Avenue and on Nadine Drive, and also directed the Public Works Director to prepare a Director's Report in accordance with the Ontario City Code.
- 01-18-2011 City Council adopted Resolution #2011-101: a resolution adopting the Public Works Director's report for Local Improvement District #47 and setting a Public Hearing, February 7, 2011.
- 02-07-2011 City Council adopted Resolution #2011-102: a Resolution to proceed with construction improvements in connection with Local Improvement District #47.

06-20-2011 City Council approved the passage of Ordinance #2655-2011: Annexation/Rezone UGA-Residential to City RS-50 Single Family Residential (Nadine Drive Neighborhood); also approved the Bid Award: LID #47 – Nadine Drive/Alameda Drive Sanitary Sewer, Water, and Street Improvements 2011 to Eastern Oregon Construction, LLC.

BACKGROUND:

The City of Ontario adopted the current 2011-2013 Biennial Budget based upon known or anticipated revenues and expenditures. Local Improvement District #47 was not finalized at the time the City's biennial budget was adopted, and until bids were received and found to be within estimates, it was unclear whether the project would proceed to construction.

Bids have since been received, were found to be within estimates, and a contract was awarded for construction of the project. The cost of construction plus the estimated costs of interest and fees the total Proposed Assessment for LID #47 totals \$241,293.

Staff recommends establishing an expense budget of \$250,000 for this project within the Capital Projects Fund, and creating a like revenue budget for loan proceeds and/or assessment payments received upon project completion.

FINANCIAL IMPLICATIONS:

The creation of a Local Improvement District provides for the completion of a project according to City standard and utilizing City resources to front the cost of construction. This process allows the property owner to pay their assessed share of cost either in full at the time the project is completed, or over time utilizing conduit debt through the City.

The creation of the project budget at this time will allow for the construction project to continue utilizing existing cash balances and provide for the repayment of those funds by property owners who pay their assessments in full at project completion, or by loan proceeds once it is known which assessments will be paid over time.

The City's cash resources will be repaid, together with market interest earnings, at the completion of the project through property owner payments and loan proceeds. The resulting debt will be moved to the Debt Service Fund within the budget so that future debt service payments on the loan can be made using property owner repayments billed and collected on a monthly basis by the City's Finance Department.

The City does anticipate full reimbursement for this project.

RECOMMENDATION:

Staff recommends the City Council adopt Resolution #2011-118.

PROPOSED MOTION:

I move the City Council approve Resolution #2011-118: a Resolution authorizing an increase in revenues and expenditures within the Special Projects Department of the Capital Projects Fund to complete Local Improvement District #47.

RESOLUTION 2011-118

**A RESOLUTION AUTHORIZING AN INCREASE IN REVENUES AND EXPENDITURES
WITHIN THE SPECIAL PROJECTS DEPARTMENT OF THE CAPITAL PROJECTS FUND
TO COMPLETE LOCAL IMPROVEMENT DISTRICT #47**

- WHEREAS,** the City of Ontario adopted the 2011-2013 budget document based upon known or anticipated revenues and expenditures; and
- WHEREAS,** the City received bids for the project known as Local Improvement District 47 for amounts that were within project cost estimates; and
- WHEREAS,** the City Council has reviewed the recommended bid award and authorized Staff to proceed with the project; and
- WHEREAS,** the City Council awarded the bid for the Local Improvement District #47 project and desires now to formally modify the 2011-2013 Capital Projects Fund budget by identifying the revenues and total project expenses to complete the project.

NOW THEREFORE, BE IT RESOLVED by the Ontario City Council, to approve the following adjustments to the 2011-2013 Biennial budget:

Account Number	Account Name	Adopted FY 11-13 Budget	Proposed Change	Revised FY 11-13 Budget
CAPITAL PROJECTS FUND				
SPECIAL PROJECTS DEPARTMENT				
REVENUE				
030-000-416000	LID 47 REIMBURSEMENTS	0	250,000	250,000
EXPENSES				
030-086-716000	LID 47 PROJECT	0	250,000	250,000

EFFECTIVE DATE: Effective immediately upon passage.

PASSED AND ADOPTED by the Ontario City Council, this ___ day of _____ 2011, by the following vote:

Ayes:

Nays:

Absent:

APPROVED BY THE Mayor this _____ day of _____ 2011.

ATTEST:

Joe Dominick, Mayor

Tori Barnett, City Recorder

CITY OF ONTARIO
LID # 47
PROPERTY ASSESSMENT

#	ADDRESS	TAX LOT	Proposed Assessment June 2011
1	1671 Alameda Dr	4400	13,187.61
2	1689 Alameda Dr	4300	13,117.22
3	1345 Nadine Dr	4500	13,346.00
4	1349 Nadine Dr	4600	13,451.59
5	1377 Nadine Dr	4700	13,442.79
6	1399 Nadine Dr	4900	13,469.18
7	1392 Nadine Dr	3800	13,205.21
8	Vacant Lot	3900	12,856.61
9	1348 Nadine Dr	4000	13,154.23
10	1340 Nadine Dr	4100	13,134.82
11	1725 Alameda Dr	4200	13,134.82
14	1674 Alameda Dr	3100	13,205.21
15	1694 Alameda Dr	3200	16,170.51
16	1726 Alameda Dr	3400	13,170.01
17	1712 Alameda Dr	3500	13,409.12
12		3702	
13	1775 Alameda Dr	3701	39,837.30
TOTAL:			\$241,292.23

AGENDA REPORT

July 18, 2011

TO: Mayor and City Council

FROM: Henry Lawrence, City Manager

SUBJECT: RESOLUTION 2011- 120: IN SUPPORT OF FORMATION OF A CIS COALITION OF SMALLER CIS MEMBER CITIES AND COUNTIES FOR THE PURPOSE OF LEVERAGING THEIR COLLECTIVE SIZE TO BETTER MANAGE THE COALITION'S COLLECTIVE HEALTH PLAN CARE COSTS

DATE: July 12, 2011

SUMMARY:

Attached are the following documents:

- Resolution #2011-120
- Memorandum from Tony Kahmann, Waldo Benefits Consultant, dated May 10, 2011

BACKGROUND:

Waldo Insurance is currently the City of Ontario's insurance agent of record and represents the City's interest with City County Insurance Services (CIS). At the April 28, 2011, Council study session Waldo Insurance proposed the formation of a coalition comprised of smaller CIS member cities/counties for the purpose of leveraging their collective size to better manage health care costs in ways that are not possible for smaller cities and counties. A May 10, 2011 memorandum from Tony Kahmann is attached that outlines the benefits of developing such a coalition.

At the April 28 Council study session many Councilors were supportive of this concept and indicated a willingness to consider passing a Resolution supporting such action. The proposed Resolution is attached.

FINANCIAL IMPLICATIONS:

No additional cost to the City. This service is provided to the City by Waldo Insurance as the City's insurance agent of record.

RECOMMENDATION:

The staff recommendation is to approve the Resolution.

PROPOSED MOTION:

"I move that the City Council approve Resolution 2011-120, A RESOLUTION IN SUPPORT OF FORMATION OF A CIS COALITION COMPRISED OF SMALLER CIS MEMBER CITIES AND COUNTIES FOR THE PURPOSE OF LEVERAGING THEIR COLLECTIVE SIZE TO BETTER MANAGE THE COALITION'S COLLECTIVE HEALTH PLAN CARE COSTS."

RESOLUTION #2011-120

A RESOLUTION IN SUPPORT OF FORMATION OF A CIS COALITION OF SMALLER CIS MEMBER CITIES AND COUNTIES FOR THE PURPOSE OF LEVERAGING THEIR COLLECTIVE SIZE TO BETTER MANAGE THE COALITION'S COLLECTIVE HEALTH PLAN CARE COSTS

- WHEREAS,** the City of Ontario is a member of the City County Insurance Services (CIS) and purchases health care insurance through CIS; and
- WHEREAS,** as a small city with fewer than 100 employees, the City of Ontario does not have the market ability to aggregate claims/utilization data to adequately manage health care costs; and
- WHEREAS,** Waldo Agencies, Inc., the City's insurance agent of record has proposed the creation of a CIS member Coalition of smaller cities and counties for the purpose of aggregating claims/utilization data and better managing health care costs in ways that are not possible for smaller entities on their own; and
- WHEREAS,** all Coalition members will use wellness strategies that improve health by changing behavior, including, but not limited to Biometric screenings, Health risk assessments, and Outcomes-based wellness incentive programs; and
- WHEREAS,** only CIS members that adopt the Coalition's wellness package and embrace the Coalition's cost-reduction strategies will be allowed to join the Coalition; and
- WHEREAS,** Waldo Agencies, Inc. will develop the Coalition, recruit other cities and counties, and manage the proposal to and relationship with CIS; and
- WHEREAS,** CIS will be asked to monitor and evaluate claims experience of Coalition cities/counties; and
- WHEREAS,** no individual Coalition member claims experience will be requested from CIS; and
- WHEREAS,** when Coalition enrollment reaches a predetermined, acceptable level for rating credibility, evaluation of claims and utilization will be performed to determine the merits of renewal ratings of the Coalition as a separate pool within CIS.

NOW THEREFORE, BE IT HEREBY RESOLVED that the Ontario City Council supports the creation of a CIS member Coalition to help reduce health care plan costs for smaller cities and counties.

EFFECTIVE DATE: Effective immediately upon passage.

PASSED AND ADOPTED by the City Council of the City of Ontario this _____ day of _____ 2011, by the following vote:

AYES:

NAYES:

ABSENT:

APPROVED by the Mayor this _____ day of _____, 2010.

Joe Dominick, Mayor

ATTEST:

Tori Barnett, MMC, City Recorder

DATE: May 10, 2011

TO: Henry Lawrence, City Manager, City of Ontario
Lisa Hansen, HR Manager, City of Ontario

FROM: Tony Kahmann, Benefits Consultant

RE: Sample/draft Language for City Council resolution in support of creation of a CIS coalition of smaller cities and counties

In our meeting with and presentation to the City Council on April 28, 2011, we proposed that the City Council draft a resolution in support of formation of a coalition comprised of smaller CIS member cities/counties for the purpose of leveraging their collective size to better manage the coalition's collective health care plan costs. I was pleased that the City Council supported this action. Such a coalition would need to be accepted by CIS, but its development would be pursued and managed by Waldo Agencies. I promised to provide you with some proposed language from which a resolution of support could be drafted by the City.

Proposal

Waldo Agencies, Inc., the benefits consultant for the City of Ontario, has proposed the formation of a coalition of smaller CIS cities and counties (with fewer than 100 employees each) for the purpose of aggregating claims/utilization data and better managing health care costs in ways that are not possible for the smaller, individual cities/counties on their own. Waldo Agencies, Inc. would develop the coalition, recruit other cities and counties, and manage the proposal to and relationship with City County Insurance Services (CIS).

All Coalition members will use wellness strategies that improve health by changing behavior. These include, but may not be limited to:

- Biometric screenings
- Health risk assessments
- Outcomes-based wellness incentive programs

Only CIS members that adopt the Coalition's wellness package and embrace the Coalition's objectives behavior-change and cost-reduction strategies will be allowed to join the Coalition.

CIS would be asked to monitor and evaluate claims experience of Coalition cities/counties.

When Coalition enrollment reaches a predetermined, acceptable level for rating credibility, evaluation of claims and utilization will be performed to determine the merits of renewal ratings of the Coalition as a separate pool within CIS.

No individual Coalition member experience will be requested from CIS.

Benefits to Coalition Cities/Counties

Coalition members will be able to combine with other like-sized, like-minded and like-situated CIS members and use measureable health improvement and cost reduction strategies and tools that reveal statistically credible results across the total Coalition membership.

Coalition members would continue to enjoy the ongoing benefits of CIS membership, including but not limited to:

- The stability of a larger risk pool that is dedicated to local governments within the State of Oregon
- CIS's low costs of plan administration
- Access to retiree benefits

The Coalition will have the ability to more directly influence employee health and claims costs, and receive more direct benefits from favorable claims experience.

Benefits to CIS

We propose that CIS will realize many benefits by supporting the formation of the Coalition, including:

- Opportunity to improve health and reduce utilization of Coalition members.
- Membership in the Coalition enables smaller CIS members to obtain collective health-risk data that enables them to better understand the drivers of their health-care costs, and thus better manage and reduce their claims costs.
- The Coalition structure is a freestanding model that has little or no impact on CIS administration.
- The Coalition represents a low-risk opportunity for CIS to test a more hands-on risk reduction model.
- Enhances relations with and loyalty from smaller CIS groups.
- The potential, through the member advantages of the Coalition, to grow CIS membership with cities/counties under 100 EEs.
- Little or no cost to CIS.

AGENDA REPORT

July 18, 2011

TO: Mayor and City Council

FROM: Tori Barnett, MMC, City Recorder

Through: Henry Lawrence, City Manager

SUBJECT: ORDINANCE #2659-2011: AMENDING ONTARIO MUNICIPAL CODE TITLE 8, CHAPTER 2, SECTION 2, "DECLARATION OF INTENT, REPORT FROM PUBLIC WORKS DIRECTOR" (First Reading)

DATE: July 6, 2011

SUMMARY:

Attached is the following document:

- Ordinance #2659-2011

In an effort to maintain a current and error-free Municipal Code, when a word or section of information is found to be out-of-date, or incorrect, staff will make the appropriate corrections and provide the updated ordinance to Council for adoption.

BACKGROUND:

Chuck Mickelson, Public Works Director, found an incorrect word in Section 8-2-2 of the Code pertaining to the report from the Public Works Director under Chapter 2, Public Improvements, Assessment Procedure. The incorrect word has been lined out, and the correct word inserted in bold, underlined, Italics.

RECOMMENDATION:

Staff recommends the City Council adopt Ordinance #2659-2011.

PROPOSED MOTION:

I move the Council adopt Ordinance #2659-2011, AN ORDINANCE AMENDING ONTARIO MUNICIPAL CODE TITLE 8, CHAPTER 2, SECTION 2, on First Reading by Title Only.

ORDINANCE NO. 2659-2011

**AN ORDINANCE AMENDING ONTARIO MUNICIPAL CODE TITLE 8, CHAPTER 2, SECTION 2:
DECLARATION OF INTENT, REPORT FROM PUBLIC WORKS DIRECTOR
(REPLACE ERRONEOUS WORD)**

WHEREAS, in review of the exiting ordinance relating to Ontario Municipal Code 8-2-2, a typo was noted in the body of the opening paragraph; and,

WHEREAS, in a continuing effort to find and correct any errors in the existing Code, the proposed ordinance would remove the erroneous work and replace it with the correct one.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Ontario, Oregon, as follows:

Section 8-2-2- of the Ontario City Code is hereby amended to read in its entirety:

8-2-2 Declaration of intention, report from Public Works Director.

Whenever the Council shall decide to make street, sewer, sidewalk or other public improvements to be paid for in whole or in part by special assessments according to benefits, it shall ~~be~~ by resolution declare its intention to initiate such improvements and direct the Public Works Director to make a survey and plat of such project and to submit a written report. The Public Works Director shall make such survey, plat and report and file the same with the City Recorder within the time set forth by the Council in the resolution. Such report shall contain:

- (A) A plat or map showing the general nature, location and extent of the proposed improvements and the land to be assessed to pay all or any part of the costs thereof.
- (B) Plans, specifications and estimates of the work to be done.
- (C) An estimate of the probable cost of the improvement including legal, administrative and engineering costs attributable thereto.
- (D) A recommendation as to the method of assessments to be used to arrive at a fair apportionment of the whole or any portion of the cost of the improvement to the property specially benefited, which recommendation shall be in accordance with the provisions of Section 8-2-9 below.
- (E) A description of the location of each lot, tract or parcel of land, or portion thereof, to be specially benefited by the improvement, with the name of the owner or owners thereof.
- (F) A statement showing outstanding public indebtedness and assessments which is a lien against said property.
- (G) Any other information required by the Council.

APPROVED AND ADOPTED by the Common Council of the City of Ontario this _____ day of _____, 2011, by the following vote.

AYES:

NAYS:

ABSENT:

ABSTAIN:

APPROVED by the Mayor this _____ day of _____, 2011.

ATTEST:

Joe Dominick, Mayor

Tori Barnett, MMC, City Recorder

AGENDA REPORT
July 18, 2011

TO: Mayor and City Council

FROM: Mark Alexander, Chief of Police

Through: Henry Lawrence, City Manager

SUBJECT: ORDINANCE #2661-2011: AMENDING ONTARIO MUNICIPAL CODE TITLE 6, CHAPTER 1, SECTIONS 19, 20 AND 24, OF POLICE REGULATIONS

DATE: July 11, 2011

SUMMARY:

Attached is the following document:

- Ordinance #2661-2011
- ORS 164.015
- ORS 164.043

The Police Department would like to amend Municipal Code Title 6, Chapter 1, Sections 19, 20 and 24, to be parallel with Oregon state law.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

Under Oregon Revised Statutes, the penalties for theft offenses are primarily based on the dollar amount of property taken during the commission of the theft. In Oregon, there are three degrees of theft, which range from misdemeanor to felony offenses.

Many offenses in the Ontario Municipal Code mirror low-level Oregon Revised Statute misdemeanors, including the theft related offenses. It has been the desire of the police department to do so in order to simplify and streamline the work police officers do.

The Oregon Legislature recently adjusted the dollar value as they relate to theft offenses in Oregon Revised Statutes, which means the theft offenses in Ontario Municipal Code now are no longer the same.

The Police Department would like to amend language in three of the theft related offenses in Ontario Municipal Code, which are Theft, Shoplifting and Theft of Services. The proposed changes streamline current language in Oregon Revised Statutes and will accommodate any further changes. This is simply a housekeeping matter.

RECOMMENDATION:

Staff recommends the City Council adopt Ordinance #2661-2011.

PROPOSED MOTION:

I move the Council adopt Ordinance #2661-2011, AN ORDINANCE AMENDING ONTARIO MUNICIPAL CODE TITLE 6, CHAPTER 1, SECTIONS 19, 20 AND 24, on first reading by title only.

ORDINANCE NO. 2661-2011

**AN ORDINANCE AMENDING ONTARIO MUNICIPAL CODE
TITLE 6, CHAPTER 1, SECTIONS 19, 20 AND 24**

- WHEREAS,** the City Council of Ontario is authorized through its legislative authority to regulate police regulations within the City of Ontario; and,
- WHEREAS,** violations relating to theft are based on the dollar amount of the property or services taken; and,
- WHEREAS,** on occasion those dollar amounts are changed under state law by the legislature; and
- WHEREAS,** the City desires to have ordinances relating to theft parallel state law; and
- WHEREAS,** the descriptions of theft in City Code Sections 6-1-19, 20 and 24 need to be changed in order to do so.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Ontario, Oregon, as follows:

Section 6-1-19 of the Ontario City Code is hereby amended by adding those portions which are underlined and eliminating those portions which are stricken:

6-1-19 Theft.

~~(A)~~ A person commits the crime of theft in the third degree if, by other than extortion, a person:

1. Commits theft as defined in ORS 164.015; and
2. The total value of the property in a single or aggregate transaction is under fifty dollars (\$50.00), as defined in ORS 164.043.

3. Theft in the third degree is a Class C violation.

~~(B) Theft in the Second Degree. A person commits the crime of theft in the second degree if, by other than extortion, the person:~~

- ~~1. Commits theft as defined in ORS 164.015; and~~
- ~~2. The total value of the property in a single or aggregate transaction is fifty dollars (\$50.00) or more but is under two hundred dollars (\$200.00) in the case of theft by receiving and under five hundred dollars (\$500.00) in any other case.~~

~~Theft in the second degree is a Class A violation.~~

Section 6-1-20 of the Ontario City Code is hereby amended by adding those portions which are underlined and eliminating those portions which are stricken:

6-1-20 Shoplifting.

(A) No person shall willfully conceal or take possession of goods offered for sale by a retail or wholesale store or other mercantile establishment with the intent to convert the goods to his own use without paying the purchase price thereof. It shall be prima facie evidence of an intent to convert the goods to his own use if such goods are taken from the premises of such retail or wholesale store or other mercantile establishment without having paid for the same or without having made arrangements with the owner, manager or one of his agents for said payment.

(B) Notwithstanding any other provision of law, a peace officer, merchant or merchant's employee who has probable cause for believing that a person has committed theft of property of a store or other mercantile establishment may detain and interrogate the person in regard thereto in a reasonable manner and for a reasonable time.

(C) If a peace officer, merchant or merchant's employee, with probable cause for believing that a person has committed theft of property of a store or other mercantile establishment, detains and interrogates the person in regard thereto, and the person thereafter brings against the peace officer, merchant or merchant's employee any civil or criminal action based upon the detention and interrogation, such probable cause shall be a defense to the action, if the detention and interrogation were done in a reasonable manner and for a reasonable time.

(D) Any person convicted of a violation of this Section shall be punished by a fine pursuant to the following schedule:

1. A Class ~~B~~ C civil violation where the total value of the property in a single or aggregate transaction is ~~under fifty dollars (\$50.00); or as defined in ORS 164.043.~~

~~2. A Class A civil violation where the total value of the property in a single or aggregate transaction is fifty dollars (\$50.00) or more and under two hundred dollars (\$200.00).~~

Section 6-1-24 of the Ontario City Code is hereby amended by adding those portions which are underlined and eliminating those portions which are stricken:

6-1-24 Theft of services.

It shall be unlawful for any person to:

(A) With intent to avoid payment thereof, obtain services that are available only for compensation, by force, threat, deception or other means to avoid payment for the services; or

(B) Having control over the disposition of labor or of business, commercial or industrial equipment or facilities of another, use or divert the use of himself or a third person such labor, equipment or facilities with intent to derive a commercial benefit for himself or a third person not entitled thereto.

As used in this Section, "services" includes, but is not limited to, labor, professional services, toll facilities, transportation, telephone or other communications service, entertainment, the supplying of food, lodging or other accommodations in hotels, restaurants or elsewhere, the supplying of equipment for use, and the supplying of commodities of a public utility nature such as gas, electricity, steam and

water. "Communication service" includes, but is not limited to, use of telephone, computer and cable television systems.

Absconding without payment or offer to pay for hotel, restaurant or other services for which compensation is customarily paid immediately upon the receiving of them is a prima facie evidence that the services were obtained by deception. Obtaining the use of any communication system, the use of which is available only for compensation, including but not limited to telephone, computer and cable television-systems, or obtaining the use of any services of a public utility nature, without payment or offer to pay for such use is prima facie evidence that the obtaining of the use of such system or the use of such services was gained with the intent to avoid payment therefor.

(C) Theft of services is:

~~1. A Class C civil violation if the aggregate total value of services that are the subject of the theft is under fifty dollars (\$50.00); is as defined in ORS 164.043.~~

~~2. A Class B civil violation if the aggregate total value of services that are the subject of the theft is fifty dollars (\$50.00) or more but is under five hundred dollars (\$500.00); or~~

~~3. A Class A civil violation if the aggregate total value of services that are subject of the theft is five hundred dollars (\$500.00) or more.~~

~~4. If a person has gained services through the commission of a violation of this Section, the court, instead of imposing the fine authorized for the offense under subsections (C)1, 2 or 3 of this Section, may require the defendant to pay a fine in an amount fixed by the court not exceeding double the amount of the person's gain from the commission of the offense. "Gain" means the amount of money or the value of services derived from the commission of the violation of this Section. "Value" shall mean the market value of the services at the time and place of the violation~~

APPROVED AND ADOPTED by the Common Council of the City of Ontario this _____ day of _____, 2011, by the following vote:

AYES:

NAYS:

ABSENT:

ABSTAIN:

APPROVED by the Mayor this _____ day of _____, 2011.

ATTEST:

Joe Dominick, Mayor

Tori Barnett, MMC, City Recorder

164.015 “Theft” described. A person commits theft when, with intent to deprive another of property or to appropriate property to the person or to a third person, the person:

(1) Takes, appropriates, obtains or withholds such property from an owner thereof;

(2) Commits theft of property lost, mislaid or delivered by mistake as provided in ORS 164.065;

(3) Commits theft by extortion as provided in ORS 164.075;

(4) Commits theft by deception as provided in ORS 164.085; or

(5) Commits theft by receiving as provided in ORS 164.095. [1971 c.743 §123; 2007 c.71 §47]

164.043 Theft in the third degree. (1) A person commits the crime of theft in the third degree if:

(a) By means other than extortion, the person commits theft as defined in ORS 164.015; and

(b) The total value of the property in a single or an aggregate transaction is less than \$100.

(2) Theft in the third degree is a Class C misdemeanor. [1987 c.907 §2; 2009 c.11 §11; 2009 c.16 §1]

AGENDA REPORT

July 18, 2011

TO: Mayor and City Council

FROM: Mark Alexander, Chief of Police

Through: Henry Lawrence, City Manager

SUBJECT: ORDINANCE #2662-2011: AMENDING ONTARIO MUNICIPAL CODE TITLE 3, CHAPTER 8, SECTION 2, OF THE YARD SALE PERMIT PROCESS, ADDING NEW LANGUAGE, on First Reading by Title Only

DATE: July 8, 2011

SUMMARY:

Attached is the following document:

- Ordinance #2662-2011

The Police Department would like to amend Municipal Code Title 3, Chapter 8, Section 2, by adding language for a police department designee to issue garage sale permits.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

City Ordinance regulates yard sales and requires a permit to have yard sales. City Ordinance currently states those permits will be issued by the Police Department. There might be other City departments or private entities that could effectively issue the permits as well. The Police Department would like to add language in City Code to do so.

FINANCIAL IMPLICATIONS:

The City could realize a loss of revenue if a private entity were to completely take over the permit process.

RECOMMENDATION:

Staff recommends the City Council adopt Ordinance #2662-2011.

PROPOSED MOTION:

I move the Council adopt Ordinance #2662-2011, AN ORDINANCE AMENDING ONTARIO MUNICIPAL CODE TITLE 3, CHAPTER 8, SECTION 2, ADDING NEW LANGUAGE, on first reading by title only.

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

ORDINANCE NO. 2662-2011

**AN ORDINANCE AMENDING ONTARIO MUNICIPAL CODE
TITLE 3, CHAPTER 8, SECTION 2**

- WHEREAS,** the City Council of Ontario is authorized through its legislative authority to regulate yard sales within the City of Ontario; and,
- WHEREAS,** those desiring to hold such sales must obtain a permit from the police department; and,
- WHEREAS,** there are other City Departments and possibly private entities who could also issue such permits; and
- WHEREAS,** the procedure to obtain permits in City Code Sections 3-8-2.1 and 3-8-2.2 needs to be changed in order to do so.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Ontario, Oregon, as follows:

Section 3-8-2.1 of the Ontario City Code is hereby amended by adding those portions, which are underlined:

3-8-2.1 Permits required.

No garage sale, flea market, or sale by a transient merchant shall be conducted unless and until the individuals desiring to conduct said sale shall obtain a permit therefor from the City police or designee. In the case of garage sales, members of more than one residence may join in obtaining a permit for a garage sale to be conducted at the residence of one of them.

Section 3-8-2.2 of the Ontario City Code is hereby amended by adding those portions, which are underlined:

3-8-2.2 Written statement required.

Prior to the issuance of any garage sale, flea market, or transient merchant permits, the individuals conducting such sale shall file a written statement with the City Police Chief, or designee at least

five (5) days in advance of the proposed sale (mailed applications must be postmarked at least seven (7) days in advance of the sale), setting forth the following information:

- (A) Full name and address of applicant.
- (B) The location at which the proposed garage sale, flea market, or transient merchant sale, is to be held.
- (C) The date, or dates, upon which the sale shall be held.
- (D) The date, or dates, of any other garage sale, flea market, or transient merchant sale held by the applicant within the current calendar year.
- (E) In the case of a garage sale, an affirmative statement that the property to be sold was owned by the applicant, was owned as his own personal property and was neither acquired or consigned for the purposes of resale.
- (F) In case of a flea market or transient merchant sale, a statement by the applicant of the nature of the goods to be sold.
- (G) All other information specified on the application form provided by the Police Department.

APPROVED AND ADOPTED by the Common Council of the City of Ontario this _____ day of _____, 2011, by the following vote:

AYES:

NAYS:

ABSENT:

ABSTAIN:

APPROVED by the Mayor this _____ day of _____, 2011.

ATTEST:

Joe Dominick, Mayor

Tori Barnett, MMC, City Recorder

AGENDA REPORT
July 18, 2011

TO: Honorable Mayor and City Council

FROM: Al Higinbotham, Fire Chief

THROUGH: Henry Lawrence, City Manager

**SUBJECT: 2011-2013 Intergovernmental Agreement for Regional Hazardous Materials
Emergency Response Team Services**

DATE: July 11, 2011

SUMMARY:

Attached is the following document:

- Intergovernmental Agreement for Regional Hazardous Materials Emergency Response Team Services

The City of Ontario and the Office of State Fire Marshal have been working together by intergovernmental agreement for the Regional Hazardous Materials Emergency Response Team Services. The current contract will end on June 30, 2011.

PREVIOUS COUNCIL ACTION:

August 17, 2009 Council approved the 2009-2011 Intergovernmental Agreement.

BACKGROUND:

The City of Ontario and the Office of State Fire Marshal have had a partnership since 1992 of continued services with the Regional Hazardous Material Emergency Response Team Services. The City possesses approximately \$750,000 in equipment belonging to the State of Oregon for departmental use.

Should Council elect to not renew the proposed contract, the existing contract between the City of Ontario and the Office of State Fire Marshal would terminate immediately and all equipment and inventory will be returned to the Office of State Fire Marshal in Salem.

ALTERNATIVE:

Approve contract renewal with the State of Oregon, through the Office of State Fire Marshal.

Re-negotiate the contract with the State of Oregon, through the Office of State Fire Marshal.

FINANCIAL IMPLICATIONS:

Approximately \$2,400 per year for maintenance and insurance of the vehicles; otherwise, the State Fire Marshal's Office reimburses all expenses.

Termination of the contract would result in approximately \$750,000 worth of equipment being returned to the State of Oregon.

RECOMMENDATION:

Staff recommends approval of the biennial 2011-2013 Intergovernmental Agreement.

PROPOSED MOTION:

I move the Council authorize the City Manager to sign the biennial 2011-2013 Intergovernmental Agreement between the City of Ontario and the Office of State Fire Marshal.

Article 2.1.4 Vehicles Mileage related lube, oil & filter changes

Gas \$26.57 \$19.95 at Gentry

Diesel \$110.00

We have mutual aid agreements with all surrounding City/Rural Departments – they do not pay into our maintenance costs.

Firefighters contract requires an annual physical at a cost of \$450.00 each per year.

We have 6 paid staff members- all physicals are paid by the state. (\$2,700.00)

There are 6 more part time staff that benefit- 3 part time (\$1,350.00) and 3 relief workers (\$1,350.00) which is also covered.
\$5,400.00 paid by the state for our workers.

Exhibit J

\$300,000.00 total response fund – State wide

If funds get low, OSFM goes to the Oregon Emergency Board for additional funding

If E-Board fails to fund – the State goes to FEMA for funding

This fund has only had a low in one year / 2001 the fund went to \$50,000.00 due to the white powder scare.

Article 2.2.9 SPILL RESPONSE FUND – we will be notified if fund is depleted or fiscally unsound (less than \$20,000.00 threshold)

Article 2.23 INSUFFICIENT FUNDS – we are only obligated if state funding is available.

Article 2.2.6 FUNDING AVAILABLE – State funding will be available for emergency response. Exhibits C, D, E, H & I are for contractor standby cost (\$72,654.00)

ALL IN EXHIBIT J

Exhibit C \$16,000.00 equipment replacement

Exhibit D \$34,112.00 training fund / 100% for personnel costs

Can also be used to cover fill back for coverage on shifts

Exhibit E \$11,200.00 for team medical exams

We have 6 paid staff / State pays for all exams.

Exhibit H \$6,342.00 outreach training fund

Exhibit I \$5,000.00 Sub-Committee/Special Project Participation

Exhibit F pays City vehicle's used on State response

**MEMORANDUM
OFFICE OF STATE FIRE MARSHAL
Oregon State Police**

DATE: June 13, 2011
TO: Chief Higinbotham, HM14
FROM: Mariana Ruiz-Temple – Emergency Response Manager
SUBJECT: 2011-2013 Regional Team Contact Amendment

Enclosed are (3) original intergovernmental agreements for Hazardous Materials Emergency Response Services through the 2011-2013 biennium.

Please have the appropriate parties sign, and return all (3) original agreements to the Office of State Fire Marshal (OSFM). Once the original agreements have been returned to OSFM the State signature process will begin. Please note the agreement is not final until signed by all parties listed. Upon signature by the State, we will retain two original Agreements for our files and the balance will be returned to you.

Please return the signed agreements within 30 days of receipt. It is the desire of OSFM to have the signature process completed by July 1, 2011, if possible. We appreciate your assistance in helping us meet this timeline. If you have any questions, call me at (503) 934-8238.

**INTERGOVERNMENTAL AGREEMENT FOR
REGIONAL HAZARDOUS MATERIALS EMERGENCY
RESPONSE TEAM SERVICES**

Between

**THE STATE OF OREGON, ACTING BY AND THROUGH ITS
DEPARTMENT OF STATE POLICE
ACTION ON BEHALF OF ITS
OFFICE OF STATE FIRE MARSHAL**

And

ONTARIO FIRE & RESCUE

**STATE OF OREGON
John Kitzhaber, Governor**

State Fire Marshal

July 1, 2011

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Approving Signatures.....

Attachments

Attachment #1 - Hourly Personnel Response Rate Calculation Worksheets

INTERGOVERNMENTAL AGREEMENT FOR REGIONAL HAZARDOUS MATERIALS EMERGENCY RESPONSE TEAM SERVICES

General Agreement Information

Agreement Type: This Agreement is between the State of Oregon, acting by and through its Department of State Police, action on behalf of its Office of State Fire Marshal (hereinafter "OSFM") and Ontario Fire & Rescue (hereinafter "Contractor") for the provision of regional hazardous materials emergency response services as described herein and authorized under ORS 453.374 to 453.390.

RECITALS.

- A.** In order to protect life and property against the dangers of emergencies involving hazardous materials, the State Fire Marshal may assign and make available for use in any county, city or district, any part of a Regional Hazardous Materials Emergency Response Team.
- B.** The OSFM desires to enter into this Agreement to establish Contractor as a Regional Hazardous Materials Emergency Response Team, and Contractor desires to be so designated and to enter into this Agreement.

STANDARD AGREEMENT TERMS AND CONDITIONS

1.0 Agreement Term.

- 1.1** This Agreement shall be from the date of the last required signature to June 30, 2013, unless terminated prior in accordance with Section 2.9, 2.21 or 2.23 of this Agreement.
- 1.2** Subject to Legislative approval, future Agreements will be awarded on a biennial basis.

2.0 Definitions.

"Agreement" means this Intergovernmental Agreement, all attachments and exhibits hereto, and any future amendments.

"Automatic Response" means the authority to respond to any incident beyond the capabilities of local responders without approval prior to team response by the OSFM Duty Officer. Incident must involve a hazardous spill, leak, explosion, or injury, or potential thereof, with immediate threat to life, environment, or property.

"Clean-up" means the measures taken after emergency response to permanently remove the hazard from the incident site.

“Contractor” means the local government agency(s) by which the service or services will be performed under this Agreement, including those agencies under an approved inter-governmental / agency agreement.

“Emergency Response” means:

- a. Actions taken to monitor, assess and evaluate a spill or release or threatened spill or release of hazardous materials;
- b. First aid, rescue or medical services that may be required as the result of a spill or release or threatened spill or release of hazardous materials;
- c. Fire suppression, containment, confinement, or other actions appropriate to prevent, minimize or mitigate damage to the public health, safety, welfare or the environment which may result from a spill or release or threatened spill or release of a hazardous material if action is not taken.

“Emergency Response Costs” means the total emergency response expense, including team response costs, arising from a hazardous materials emergency. Such costs generally include, but are not limited to, all OSFM and local government expenses that result from the assessment and emergency phases of the response activity. Emergency response costs do not include clean up or disposal costs of hazardous materials, except, as may be reasonably necessary and incidental to preventing a release or threat of release of a hazardous material or in stabilizing the emergency response incident.

“Hazardous Materials” means "hazardous substance" as that term is defined in ORS 453.307(5).

“Incident” means any actual or imminent threat of a release, rupture, fire or accident that results, or has the potential to result, in the loss or escape of a hazardous material into the environment.

“Intergovernmental Agreement” means an agreement between an agency or agencies and one or more units of local government of the State of Oregon.

“Local Government Agency” means a city, county, special district or subdivision thereof.

“Oregon-OSHA” means the Oregon Occupational Safety and Health Act as administered by the Occupational Safety and Health Division of the Department of Insurance and Finance.

“ORS” means Oregon Revised Statutes.

“Primary Response Area” means that geographical region where the Contractor is principally responsible for providing regional Hazardous Materials Emergency Response services.

“Regional Hazardous Materials Emergency Response Team” (RHMERT) means the designated employees of the Contractor who are expected to respond to, control, or stabilize actual or potential emergency releases of hazardous substances. A RHMERTs operates within the limits discussed in Oregon-OSHA's OAR 437, Division 2, which is incorporated herein by this reference.

“Release” shall have the same meaning as that in ORS 465.200(22).

“Responsible Party” means the person or persons responsible for causing the emergency to which the Contractor responded. (See, e.g. ORS 453.382).

“State” means the State of Oregon acting by and through the State Fire Marshal.

“State Owned Equipment” means all vehicles, equipment, and supplies provided to Regional Hazardous Materials Emergency Response Teams as described in this Agreement.

“State Spill Response Fund” means the response fund established under ORS 453.390.

“Teams Advisory Group” means a group consisting of one appointed member from each RHMERT, who provide technical advice to the State Fire Marshal on equipment, vehicles, operating guidelines and similar operational issues.

“Team Response Costs” means those Contractor expenses, which are expressly allowed under this Agreement and are approved by the OSFM. Team Costs under this Agreement do not include the wide range of emergency response costs associated with a hazardous materials emergency, but shall be limited to approved expenses directly related to Regional Hazardous Materials Emergency Response Team operations.

2.1 Statement of Work.

2.1.1 Services to be Provided by Contractor.

- a. During the term of this Agreement the Contractor agrees to provide Regional Hazardous Material Emergency Response Team services within the boundaries of Contractor assigned Primary Response Area as generally depicted and described in "Exhibit A", and by this reference incorporated herein. Contractor is hereby designated "HM14".
- b. Contractor response activities under this Agreement shall be limited to emergency operations, reporting and documentation activities arising from a hazardous materials emergency response.
- c. Contractor shall not provide the following services, except where may be reasonably necessary to prevent a release or threat of release of a hazardous material, or as required to stabilized an Incident:

- sampling,
 - testing and analysis,
 - treatment,
 - removal,
 - remediation,
 - recovery,
 - packaging,
 - monitoring,
 - transportation,
 - movement of hazardous materials,
 - cleanup,
 - storage, or
 - disposal of hazardous materials.
- d. Contractor shall not provide the following services at or near the emergency response Incident to which the Contractor is dispatched:
- maintain general security or safety perimeters at or near sites and vessels,
 - locate underground utilities,
 - insure appropriate traffic control services,
 - conduct hydrological investigations or analysis, or
 - provide testing, removal and disposal of underground storage tanks
- e. Contractor shall make no representation(s) or warranty(s) to third parties with regard to the ultimate outcome of the hazardous materials services to be provided, but shall respond to the best of its abilities, subject to the terms of this Agreement.
- f. Contractor personnel shall perform only those actions and duties for which they are trained and equipped.

2.1.2 Compliance with Regulatory Requirements. Contractor certifies that its employees, equipment, and vehicles meet or exceed applicable regulatory requirements.

2.1.3 Personnel.

- a. Contractor shall provide an adequate number of trained, medically monitored, competent, and supervised RHMERT personnel as is necessary to operate within the safety levels of a

RHMERT as specified in OR-OSHA's OAR 437, Division 2. Contractor shall limit its team activities to that within the safety and training levels specified by Oregon-OSHA for a Hazardous Materials response team.

- b. To document training, experience, or both team members shall complete the tasks in the Hazardous Material Technician Task Book within the established 24 month period.
- c. Contractor shall strive to meet the competency requirements set by the OSFM's Key Performance Measure.
- d. Contractor shall submit annually the Task Book reporting form to the OSFM no later than 10th of January of each year.

2.1.4 Vehicles and Equipment.

- a. Contractor may utilize such vehicles and equipment as it currently has available as provided in 2.1.2 herein. The Contractor will operate a hazardous materials emergency response team using hazmat vehicle(s) and emergency response team equipment as specified in Exhibit "B" of this Agreement, on loan from the OSFM. State owned vehicles shall meet or exceed all regulatory requirements. Routine maintenance of state owned and local vehicles and equipment shall be the sole responsibility of the Contractor. Contractor shall limit its activities to that which can be safely accomplished within the technical limitations of the vehicles and equipment provided by the Contractor or the OSFM.
- b. Physical damage specified in section 2.19.6 of this Agreement and routine maintenance shall be the responsibility of the Contractor. All repairs to State owned vehicles and equipment shall be the responsibility of the OSFM. For purposes of this Agreement, routine maintenance means:
 - i. Apparatus and Vehicles
 - ◆ Daily/weekly/monthly checks of vehicle and equipment.
 - ◆ Semiannual and/or mileage-related lubrication, oil and filter changes.
 - ◆ Annual tune-up as required for preventive maintenance.
 - ii. Equipment checks and testing as outlined in the Oregon-OSHA standards and manufacturer's recommendations.
 - iii. Protective clothing to be tested as per Oregon-OSHA standards and manufacturer's recommendations.
 - iv. Communications equipment checked regularly.
- c. The Contractor may use state owned emergency response vehicles and equipment in conjunction with other non-hazardous materials emergency response activities, however the vehicle and equipment shall at all times be immediately available for emergency response to Hazardous Material Incidents having highest priority. State owned vehicle(s) and equipment shall not be used by other than Contractor RHMERT employees, except as approved by the team leader/administrator.

- d. The RHMERT vehicles shall not be used during state mobilizations, conferences, or meetings not pertaining to the RHMERT program.
- e. When the state owned emergency response vehicles and equipment are used in conjunction with other non-hazardous materials emergency response activities, including assistance to local government entities at events not meeting state authorized response criteria, Contractor is liable for major repairs or replacement directly attributable to that use. Contractor is also liable for abuse or neglect of state owned emergency response vehicles and equipment when equipment is used in conjunction with other non-hazardous materials emergency response activities.
- f. Contractor shall submit monthly a vehicle usage log to the OSFM no later than the 10th of the following month. Contractor shall record the beginning and ending mileage for each trip, whether it is Incident response, training, maintenance, or any other activity.
- g. Contractor shall not agree in writing or otherwise with other local government entities to provide the state owned emergency response vehicles and equipment to assist those entities at events not meeting OSFM authorized response criteria unless OSFM also is a party on that agreement.

2.1.5 Right of Refusal. The OSFM recognizes that the obligations of the Contractor in its own jurisdiction are paramount. If, on occasion, a response under this Agreement would temporarily place an undue burden on the Contractor because Contractor resources are otherwise limited or unavailable within the Contractor Primary Response Area, and if prior or immediate notice has been provided to the OSFM Duty Officer, the Contractor may decline a request for a regional emergency response, however the state owned emergency response vehicles and equipment shall remain available for OSFM's use in this instance.

2.1.6 Standard Operating Guidelines. Contractor and OSFM agree that regional response team operations will be conducted in accordance with the OSFM's Standard Operating Guidelines as reviewed and recommended by the Teams Advisory Group and as mutually approved by the parties to this Agreement.

2.1.7 Administrative Rules. The parties acknowledge that the OSFM has adopted OAR 837, Division 120 and that this Agreement is consistent with those administrative rules. If those rules are amended, such amendments are incorporated into this Agreement and may require modification of the procedures, terms and conditions of this Agreement.

2.2 Contractor Compensation. There are three types of Contractor compensation under this Agreement: (1) Contractor stand-by costs, (2) Contractor team response costs, and (3) Contractor administrative costs. Each of these is discussed more fully below.

2.2.1 Contractor Stand-by Costs. Contractor shall be compensated by the OSFM under this Agreement for its OSFM-approved stand-by costs. Such stand-by costs include:

- a. **Specialized Training Costs.** The OSFM will provide funding for advanced training and education to Contractor RHMERT employees as specified in Exhibit "D" and if approved by the OSFM in advance. All such training and selection of training/training providers must comply with all federal, state and local rules and regulations. If training is approved, the OSFM agrees to pay the cost of tuition, and per diem/travel expenses at OSFM-approved rates. With prior approval by the OSFM, one hundred percent of the funding specified in Exhibit "D" may be used to reimburse personnel costs incurred by employees attending specialized training.
- b. **Medical Surveillance.** The OSFM will provide funding for baseline, maintenance and exit physicals for Contractor RHMERT employees as specified in Exhibit "E" of this Agreement. Cost will be based on competitive bid for the protocols covered in the OSFM Hazardous Materials Emergency Response Team Standard Operating Guideline T-015. Selection of health care provider must comply with all federal, state and local rules and regulations. Additionally, the OSFM will provide funding from the State's Spill Response Fund for exposure exams where no responsible party or parties is identified.
- c. **Vehicle(s) and Equipment Loans.** The OSFM agrees to loan the Contractor emergency response vehicle(s) and emergency response equipment as specified in Exhibit "B" of this Agreement. Equipment and materials will be provided by the OSFM as specified in Exhibit "C" of this Agreement.
- d. **Level A/B Personal Protective Equipment (PPE) Acquisition.** Contractor shall be exclusively responsible for its selection of PPE suits, suit types or models to meet its own specific needs. The OSFM encourages contractor to follow recommendation of the HazMat Equipment Committee for the selection of PPE suits, however the OSFM shall have no involvement in, no responsibility or liability whatsoever arising out of Contractor's choice of PPE suits, their safety, reliability, testing of the PPE suits, or their maintenance. The OSFM will pay for, and Contractor is authorized to purchase, only PPE suits that meet or exceed all applicable regulatory requirements and National Fire Protection Association guidelines.
- e. Contractor shall comply with all applicable public procurement laws, including the applicable provisions of ORS chapters 279A and 279B and Contractor's own procurement ordinances, codes, rules and regulations, in the solicitation of and contracting for the acquisition of the PPE suits. The PPE suits shall be procured according to the procedure established in Standard Operating Guideline T021. Upon their acquisition, the PPE suits become part of the state-owned equipment on loan to the Contractor as specified in Exhibit "B" of this Agreement.

2.2.2 Contractor's Team Response Costs.

- a. Contractor shall be compensated by the OSFM under this Agreement for its OSFM-approved team response costs. The funding available for team response costs as specified in Exhibit "K" of this Agreement is in addition to Contractor stand-by costs as specified in section 2.2.1. Such team response costs shall be limited only by the funds available in the State Spill

Response Fund established under ORS 453.390 for the 2011-2013 biennium. Such Team response costs may include, but are not limited to:

- i. **Compensation for Contractor Vehicle(s) and Apparatus:** Where the OSFM has approved the use of Contractor vehicles and equipment, OSFM shall compensate Contractor at the rates described in Exhibit "F" of this Agreement.
- ii. **Compensation for Contractor Personnel Response Costs:** Contractor RHMERT personnel response costs, which are approved and authorized under this Agreement are compensable at the rates described in Exhibit "G". Hourly personnel rates for the 2011-2013 biennium will be calculated as follows:
 - A. Base Hourly Rate/Non-officer - will be calculated at the hourly overtime rate, plus benefits, for the highest paid, technician trained team member who is not an officer.
 - B. Base Hourly Rate/Officer (eligible for overtime) – will be calculated at the overtime rate, plus benefits for the highest paid, technician trained officer on the team.
 - C. Base Hourly Rate/Salaried Officer (not eligible for overtime) - will be calculated at the salary rate, plus benefits, of the highest paid, technician trained officer on the team.
 - D. OSFM and Contractor understand that the base hourly rate of non-officers, officers, and salaried officers referred to in this section is subject to change pursuant to any collective bargaining agreement entered into between Contractor and Contractor's employees. It is the intent of OSFM and Contractor that if, during the term of this Agreement, the base hourly rate of Contractor's employees for non-officers, officers, or salaried officers changes due to a change in a collective bargaining agreement between Contractor and Contractor's employees, that on the date those changes become effective under a collective bargaining agreement, those changes will be incorporated in this Agreement and used for purposes of calculating compensation for Contractor's Personnel Response Costs.
 - E. A Response Availability Rate of \$15.5788 will be added to each base hourly rate to determine the total hourly personnel response rate for each category. Contractor will be required to document total hourly personnel response rates for each category utilizing OSFM provided format. That documentation will be entered into this Agreement as Attachment #1. Contractor RHMERT personnel response costs shall be billed to the nearest one-fourth (1/4) hour period worked.
- iii. **Emergency Expenses:** Contractor necessary and reasonable emergency response costs related to services rendered under this Agreement are reimbursable. All such costs must be based on actual expenditures and documented by the Contractor. Original receipts must be submitted with the response billing. Emergency response purchases of up to \$100 per emergency response Incident may be made at the Contractor's discretion without prior approval by the OSFM. The Team Leader or authorized Contractor representative will attempt to contact the OSFM Duty Officer for approval of Contractor emergency

expenses exceeding \$100. Contractor claim for reimbursement must clearly document the nature of the purchases and extent of the OSFM prior verbal approval of Contractor emergency expenditures. The OSFM reserves the right to deny any payment of unjustifiable Contractor expenditures.

2.2.3 Contractor Administrative Costs. Team administrative costs, not to exceed 8% of the Contractor team response costs, may be billed as part of the emergency response costs, and will be reimbursed to Contractor upon receipt from responsible party or parties.

2.2.4 Billing System.

- a. Contractor will notify the OSFM's Emergency Response Unit within 24 hours of a hazardous materials emergency response. The OSFM will assign an Incident number to the response at that time. Contractor shall leave a voice-mail message if Contractor notification is made after business hours. OSFM will return a call to the Contractor the next business day. Contractor will provide an estimate of team emergency response costs to the OSFM within 10 working days of the response. Contractor shall submit an expenditure report and invoice to the OSFM within 30 days of the response. Contractor shall submit its claim for reimbursement on OSFM approved forms and the claim must contain such documentation as is necessary to support OSFM cost-recovery operations and financial audits.
- b. The State shall bill the responsible party or parties within 30 days of receipt of Contractor invoice. The OSFM agrees to bill responsible parties for team emergency response costs and may bill for the total emergency response costs. Team emergency response costs include such items as vehicle and equipment use, expendables, and personnel costs. Normally Contractor team emergency response costs are collected by the OSFM from the responsible party or parties prior to making payment to the Contractor. When payment has not been received by the OSFM within 30 days after the second billing to the responsible party or parties, the Contractor approved team emergency response costs will be paid to the Contractor from the State Spill Response Fund. In no case shall the OSFM payment to the Contractor exceed 90 days after receipt of an acceptable Contractor invoice by OSFM; i.e., one that meets the requirements of 2.2.4.a above and, to the best of the Contractor knowledge or belief.
- c. **Billing for State Owned Equipment Only.** All responses to Incidents utilizing state owned equipment will be billed for state owned equipment use only, including those Incidents within the Contractor's local jurisdiction. The OSFM will prepare a statement for equipment used and the OSFM will forward the statement to the identified responsible party any time the state owned vehicle or equipment is used for hazmat response. If no responsible party is identified, the local first responder will not be billed for the use of the equipment.
- d. **Option for Waiver.** The Contractor shall have the option of requesting a waiver of state owned equipment charges for response to any public agency within the jurisdictional boundaries of the Contractor. In addition, the Contractor may request a waiver of charges

when there are extenuating circumstances, which would preclude a billing to the responsible party or parties. Requests for waiver will be subject to review and approval by the OSFM.

- e. **Billing for Personnel/Incidents not meeting OSFM Response Criteria.** If Contractor opts to bill for personnel cost during a local response not meeting state authorized response criteria, the OSFM will pursue billing for those personnel costs. The OSFM will reimburse those personnel costs to the Contractor only upon collection from the responsible party or parties. The monies for reimbursement of personnel costs will not be taken from the State Spill Response Fund.
- f. **Priority of Reimbursements.** If the OSFM successfully recovers payment from the responsible party or parties the monies shall first be used to pay the Contractor team emergency response costs, if these costs have not been paid in their entirety; then the monies will be used to reimburse the State Spill Response Fund for the amount previously paid to the Contractor and the OSFM administrative costs. Any remaining funds will be used to pay emergency response costs as billed. Contractor agrees to cooperate with the OSFM as is reasonable and necessary in order to bill third parties and pursue cost recovery actions.
- g. If a disputed billing is resolved in favor of the responsible party or parties then the Contractor shall not be required to reimburse the OSFM for payments previously made.

2.2.5 Interest. If the OSFM fails to make timely payments to Contractor as described in 2.2.2, interest shall be paid to Contractor by the OSFM on amounts past due at the rate of interest specified in ORS 293.462(3). Interest payments will be made only if emergency response costs are invoiced by the Contractor on OSFM-approved forms and responsible party information supplied by the Contractor is correct to the best of the Contractor knowledge or belief.

2.2.6 State Funding Available.

- a. The OSFM has sufficient funds currently available and authorized for expenditure to finance the costs of the Agreement within the OSFM's 2011-2013 biennial appropriation or limitation. Contractor understand and agrees that the OSFM's payment of amounts under this Agreement attributable to work performed after the last day of the current biennium is contingent upon the OSFM receiving from the Oregon Legislative Assembly appropriations, limitations, or other expenditure authority sufficient to allow the OSFM, in the exercise of its reasonable administrative discretion, to continue to make payments under this Agreement.
- b. State funding for standby costs available under this Agreement for the 2011-2013 biennium shall be the sum of the amounts specified in exhibits C, D, E, H and I to this Agreement and are summarized in Exhibit J of this Agreement.
- c. The funding available as specified in Exhibits C, D, E, H and I to this Agreement does not include Contractor team emergency response costs as specified in 2.2.2. Such team emergency response costs are available in addition to Contractor standby costs and shall be limited only by the funds available in the State's Spill Response Fund established under ORS 453.390 for the 2011-2013 biennium and identified in Exhibit K to this Agreement.

- d. Additional Contractor compensation shall be paid under this Agreement only if specifically agreed to by the OSFM and the Contractor in writing.
- e. OSFM payments under the terms of this Agreement shall be considered full compensation for work performed or services rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work authorized under this Agreement.
- f. Acceptance of payment by the Contractor shall release the OSFM from all claims by Contractor for reimbursement of team emergency response costs except where partial payment has been made due to limitations of the State's Spill Response Fund and subject to further payment as set forth above.

2.2.7 Prior Approval. Contractor, when acting under this Agreement, may not respond without prior written or verbal approval by OSFM as set forth in Section 2.2.8. Granting of response approval by the OSFM Duty Officer constitutes the OSFM agreement to pay Contractor team emergency response costs from the State Spill Response Fund if recovery from a responsible party or parties is not obtained in a timely manner. Contractor agrees to make reasonable and good faith efforts to minimize responsible party and OSFM expenses.

2.2.8 Response Procedures and Limitations/Automatic Response.

- a. If the Contractor has received state authority for automatic response, Contractor may, upon receipt of an emergency response request, provide emergency response services as specified under the terms of this Agreement and the OSFM's Standard Operating Guidelines, which is incorporated herein by this reference. Contractor shall immediately thereafter notify the OSFM Duty Officer.
- b. If the Contractor has *not* received state authority for automatic response or if the emergency response request does not meet the Standard Operating Guideline criteria, the Contractor shall refer the response request to the OSFM Duty Officer who will evaluate the situation and either authorize the Contractor response or decline the response request.

2.2.9 Spill Response Fund.

- a. If the Spill Response Fund becomes depleted or fiscally unsound, the OSFM shall immediately notify Contractor, who may upon receipt of such notice suspend response actions under this Agreement.
- b. For purposes of this section, "fiscally unsound" shall mean the balance in the Spill Response Fund is less than \$20,000, and "immediately" shall mean within twelve (12) hours of a Contractor receiving the emergency response request, which reduces the fund below the \$20,000 threshold.

- c. If Contractor commences an emergency response action subsequent to notification of fiscally unsound State Spill Response Fund balance, Contractor assumes the risk of non-payment if the OSFM is unable to obtain additional funding for the State's Spill Response Fund, recover the Contractor team emergency response costs from a responsible party or if there is no identifiable responsible party. Contractor shall immediately notify the OSFM Duty Officer of all emergency response activities undertaken pursuant to this Agreement.
- d. If, after becoming depleted or fiscally unsound, additional funds become available in the State's Spill Response Fund and Contractor has billed the OSFM as set forth in Section 2.2.2, the OSFM shall reimburse the Contractor for unpaid team emergency response costs to the extent funds are available.

2.3 Where No Responsible Party Can Be Identified. As previously mentioned in Section 2.2, OSFM agrees to bill the party or parties responsible for causing the hazardous materials emergency for total emergency response costs. Where there is no identifiable responsible party, or if the responsible party is unable to pay, the OSFM agrees to pay Contractor team emergency response costs from the State's Spill Response Fund provided funds are available and Contractor has complied with Section 2.2 herein.

2.4 Contractor Status. Contractor certifies it is not an employee of the State of Oregon and is a local government agency or agencies.

2.5 Retirement System Status/Social Security/Workers Compensation. Contractor is not entitled under this Agreement to any Public Employees Retirement System benefits and will be responsible for payment of any applicable federal or State taxes. Contractor is not entitled under this Agreement to any benefits for payments of federal Social Security, employment insurance, or workers' compensation from the State of Oregon.

2.6 Assignments/Subcontracts. Contractor shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this Agreement, in whole or in part, without the prior written approval of the OSFM. Such written approval will not relieve Contractor of any obligations of this Agreement, and any assignee, transferee or subcontractor shall be considered the agent of Contractor. Except where the OSFM expressly approves otherwise, Contractor shall remain liable as between the original parties to this Agreement as if no such assignment had occurred.

2.7 Successors in Interest. The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties to this Agreement and their respective successors and assigns.

2.8 Compliance With Government Regulations. Contractor agrees to comply with federal, state and local laws, codes, regulations and ordinances applicable to the work performed under this Agreement including, but not limited to, OAR 437-002-100 (18) which adopts 29 CFR 1910.120(q) and its Appendix B.

2.9 Force Majeure. Neither party to this Agreement shall be held responsible for delay or default caused by fire, riots, acts of God, or war, which is beyond that party's reasonable control. OSFM or Contractor may terminate this Agreement upon written notice after determining such delay or default will reasonably prevent performance of the Agreement.

2.10 State Tort Claims Act.

2.10.1 Scope. During operations authorized by this Agreement, Contractor and Contractor's RHMERT employees shall be agents of the state and protected and defended from liability under ORS 30.260 to 30.300. For purposes of this section, operations means activities directly related to a particular emergency response involving a hazardous material by a RHMERT. Operations also include advanced training activities provided under this Agreement to the Contractor's Hazardous Materials Emergency Response Team employees, but do not include travel to and from the training.

2.10.2 Limitations. Except as provided in Section 2.1.4, this Agreement in no way limits a Contractor from responding with State owned vehicles, equipment and supplies under local authority, mutual-aid agreements, or other contracts under local authority.

2.10.3 Notifications: Contractor shall immediately report by telephone and in writing any demand, request, or occurrence that reasonably may give rise to a claim against the State. Such reports shall be directed to:

State Fire Marshal Hazardous Materials Duty Officer
4760 Portland Road NE
Salem, Oregon 97305
503-378-3473
After Business Hours/Holidays: 503-931-5732

Copies of such written reports shall also be sent to:

State Risk Management Division
1225 Ferry Street SE.
Salem, Oregon 97310

2.11 Indemnification. When performing operations not authorized under ORS 453.374 – 453.390, while using state's vehicles, equipment, procedures, or training, the Contractor shall indemnify, defend and hold harmless the State, its officers, divisions, agents, employees, and members, from all claims, suits or actions of any nature arising out of the activities or omissions of Contractor, its officers, subcontractors, agents or employees, subject to the Oregon Tort Claims Act, ORS 30.260 to 30.300, and the Oregon Constitution.

2.12 Severability. If any provision of this Agreement is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected; and

the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.

2.13 Access to Records. Subject to the state's Public Record Laws, each party to this Agreement, the federal government, and their duly authorized representatives shall have access to the other party's books, documents, investigative reports, papers and records which are directly pertinent to this Agreement for the purpose of making financial, maintenance or regulatory audit. Such records shall be maintained for at least three (3) years, or longer where required by law.

2.13.1 Confidentiality. Except as otherwise provided by law, each party to this Agreement agrees that they shall not in any way, disclose each other's confidential information to a third party. The rights and obligations set forth in this section shall survive termination of the Agreement.

2.14 Amendments. The terms of this Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever without prior written approval of OSFM and Contractor.

2.15 Payment of Contractor Obligations. Contractor agrees to make payment promptly, as due, to all persons furnishing services, equipment or supplies to Contractor. If Contractor fails, neglects, or refuses, to pay any such claims as they become due and for which the OSFM may be held liable, the proper officer(s) representing the OSFM, after ascertaining that the claims are just, due and payable, may, but shall not be required to, pay the claim and charge the amount of the payment against funds due Contractor under this Agreement. The payment of claims in this manner shall not relieve Contractor of any duty with respect to any unpaid claims.

2.16 Nondiscrimination. Contractor shall comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. Contractors are encouraged to recruit qualified women and minorities as RHMERT personnel.

2.17 Dual Payment. Contractor shall not be compensated for work performed under this Agreement by any state agency or person(s) responsible for causing a hazardous materials emergency Incident except as approved and authorized under this Agreement.

2.18 Payment for Medical Care. Contractor agrees to make payment promptly, as due, to any person, partnership, association or corporation furnishing medical, surgical, hospital or other needed medical care to Contractor employees, except as noted in 2.2.1, Medical Surveillance. Such payment shall be made from all sums, which Contractor has agreed to pay for such services, and from all sums, which Contractor has collected or deducted, from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service. It is the intent of the parties that this section includes any collective bargaining agreements that the Contractor has entered into with Contractor employees.

2.19 Insurance Coverage.

2.19.1 Workers' Compensation Insurance. All employers, including Contractor, that employ subject workers who work under this Contract in the State of Oregon shall comply with ORS 656.017 and provide the required Oregon workers' compensation coverage, unless such employers are exempt under ORS 656.126. Contractor shall ensure that each of its Sub-Contractors and subcontractors complies with these requirements.

2.19.2 Commercial General Liability. This insurance must cover Bodily Injury, Death and Property Damage. It shall include contractual liability coverage for the indemnity provided under this Contract. Contractor shall provide proof of insurance of not less than the following amounts:

2.19.2.1 Bodily Injury/Death: Amounts not less than the amounts listed in the following schedule:

2.19.2.1.1 Combined single limit per occurrence:

July 1, 2010 to June 30, 2011:.....	\$ 3,200,000.
July 1, 2011 to June 30, 2012:.....	\$ 3,400,000.
July 1, 2012 to June 30, 2013:.....	\$ 3,600,000.
July 1, 2013 to June 30, 2014:.....	\$ 3,800,000.
July 1, 2014 to June 30, 2015:.....	\$ 4,000,000.
July 1, 2015 and thereafter the adjusted limitation as determined by the State Court Administrator pursuant to Oregon Laws 2009, chapter 67, section 3 (Senate Bill 311).	

2.19.2.1.2 Aggregate limit for all claims per occurrence:

July 1, 2010 to June 30, 2011:.....	\$ 3,200,000.
July 1, 2011 to June 30, 2012:.....	\$ 3,400,000.
July 1, 2012 to June 30, 2013:.....	\$ 3,600,000.
July 1, 2013 to June 30, 2014:.....	\$ 3,800,000.
July 1, 2014 to June 30, 2015:.....	\$ 4,000,000.
July 1, 2015 and thereafter the adjusted limitation as determined by the State Court Administrator pursuant to Oregon Laws 2009, chapter 67, section 3 (Senate Bill 311).	

2.19.2.2 Property Damage: Amounts not less than the amounts listed in the following schedule:

2.19.2.2.1 Combined single limit per occurrence shall not be less than the following amounts listed in the following schedule:

- From January 1, 2010, and every year thereafter the adjusted limitation as determined by the State Court Administrator pursuant to Oregon Laws 2009, chapter 67, section 5 (Senate Bill 311).

2.19.2.2.2 Aggregate limits for all claims per occurrence shall not be less than the following amounts listed in the following schedule:

- From January 1, 2010, and every year thereafter the adjusted limitation as determined by the State Court Administrator pursuant to Oregon Laws 2009, chapter 67, section 5 (Senate Bill 311).

2.19.3 Automobile Liability. This insurance must cover each accident for Bodily Injury and Property Damage, including coverage for owned, hired or non-owned vehicles, as applicable. Contractor shall provide proof of insurance of not less than the following amounts:

2.19.3.1 Bodily Injury/Death: Amounts not less than the amounts listed in the following schedule:

2.19.3.1.1 Combined single limit per occurrence:

July 1, 2010 to June 30, 2011:.....	\$ 3,200,000.
July 1, 2011 to June 30, 2012:.....	\$ 3,400,000.
July 1, 2012 to June 30, 2013:.....	\$ 3,600,000.
July 1, 2013 to June 30, 2014:.....	\$ 3,800,000.
July 1, 2014 to June 30, 2015:.....	\$ 4,000,000.
July 1, 2015 and thereafter the adjusted limitation as determined by the State Court Administrator pursuant to Oregon Laws 2009, chapter 67, section 3 (Senate Bill 311).	

2.19.3.1.2 Aggregate limit for all claims per occurrence:

July 1, 2010 to June 30, 2011:.....	\$ 3,200,000.
July 1, 2011 to June 30, 2012:.....	\$ 3,400,000.
July 1, 2012 to June 30, 2013:.....	\$ 3,600,000.
July 1, 2013 to June 30, 2014:.....	\$ 3,800,000.
July 1, 2014 to June 30, 2015:.....	\$ 4,000,000.
July 1, 2015 and thereafter the adjusted limitation as determined by the State Court Administrator pursuant to Oregon Laws 2009, chapter 67, section 3 (Senate Bill 311).	

2.19.3.2 Property Damage: Amounts not less than the amounts listed in the following schedule:

2.19.3.2.1 Combined single limit per occurrence shall not be less than the following amounts listed in the following schedule:

From January 1, 2010, and every year thereafter the adjusted limitation as determined by the State Court Administrator pursuant to Oregon Laws 2009, chapter 67, section 5 (Senate Bill 311).

2.19.3.2.2 Aggregate limits for all claims per occurrence shall not be less than the following amounts listed in the following schedule:

From January 1, 2010, and every year thereafter the adjusted limitation as determined by the State Court Administrator pursuant to Oregon Laws 2009, chapter 67, section 5 (Senate Bill 311).

2.19.4 "Tail" Coverage. If any of the required liability insurance is on a "claims made" basis, Contractor shall maintain either "tail" coverage or continuous "claims made" liability coverage, provided the effective date of the continuous "claims made" coverage is on or before the effective date of this Contract, for a minimum of 24 months following the later of

- 2.19.4.1 Contractor's completion and Owner's acceptance of all Services required under this Contract, or,
- 2.19.4.2 The expiration of all warranty periods provided under this Contract. Notwithstanding the foregoing 24-month requirement, if Contractor elects to maintain "tail" coverage and if the maximum time period "tail" coverage reasonably available in the marketplace is less than the 24-month period described above, then Contractor shall maintain "tail" coverage for the maximum time period that "tail" coverage is reasonably available in the marketplace for the coverage required under this Contract. Contractor shall provide to Owner, upon Owner's request, certification of the coverage required under this Section C.1.05.

2.19.5 Notice of Cancellation or Change. There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without 30 days prior written notice from Contractor or its insurer(s) to Owner.

2.19.6 Certificates of Insurance. As evidence of the insurance coverage required by this Contract, Contractor shall furnish acceptable insurance certificates to Owner prior to commencing performance of the Services. The certificates must specify all of the parties who are Additional Insureds. If requested, complete copies of insurance policies, trust agreements, etc. shall be provided to the State. Contractor shall pay for all deductibles, self-insured retentions and self-insurance.

2.19.7 Additional Insured. The Commercial General Liability and Automobile Liability insurance coverages required under this Contract shall include the State of Oregon, and its agencies, departments, divisions, commissions, branches, officers, employees, and agents as Additional Insureds but only with respect to Contractor's activities to be performed under this Contract. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

2.19.8 Physical Damage Clause. Excluding ordinary wear and tear, Contractor is responsible for any physical damage to or loss of, State-owned vehicle(s) and equipment that is directly attributable to local response, regardless of fault. When Contractor acts under OSFM authority, the OSFM will be responsible for physical damage to or loss of state-owned vehicles and equipment regardless of fault, subject to the terms and conditions of the Oregon Risk Management Division Policy 125-7-101 (Property Self-Insurance Policy Manual).

2.20 Governing Law; Venue; Consent to Jurisdiction. This Agreement shall be governed and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of laws. Any claim, action, suit or proceeding (collectively, "Claim") between OSFM (and any other agency or department of the State of Oregon) and Contractor that arises from or relates to

this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this section be construed as a waiver by the State of Oregon of any form of defense of immunity, whether it is sovereign immunity or governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. CONTRACTOR, BY EXECUTION OF THIS CONTRACT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.

2.21 Termination.

2.21.1 This Agreement may be terminated by mutual consent of both parties, or by either party upon 180 days notice, in writing, and delivered by certified mail or in person.

2.21.2 The OSFM or Contractor may terminate this Agreement at will effective upon delivery of written notice to the Contractor or OSFM, or at such later date as may be established by the OSFM or Contractor, under any of the following conditions:

- a. if State Fire Marshal funding from federal, state, or other sources is not obtained or continued at levels sufficient to allow for payment of costs under the terms of this Agreement. The Agreement may be modified to accommodate a reduction in funding.
- b. if federal or state laws, rules, regulations, or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this Agreement or is no longer eligible for the funding proposed for payments by this Agreement.
- c. if any license or certification required by law or regulation to be held by the Contractor to provide the services required by this Agreement is for any reason denied, revoked, or not renewed.

2.21.3 Any termination of the Agreement shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.

2.21.4 Default. The OSFM or Contractor, by written notice of default (including breach of contract) to the other party, delivered by certified mail or in person, may terminate the whole or any part of this Agreement:

- a. if the other party fails to provide services called for by this Agreement within the time specified herein or any extension thereof; or,
- b. if the other party fails to perform any other provision of this Agreement, or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms, and, after receipt of written notice from the other party, fails to correct such failures within 10 days or such longer period as the notice may authorize.

2.22 Approval Authority. Contractor representatives certify by their signature herein that he or she, as the case may be, has the necessary and lawful authority to enter into contracts and Agreements on behalf of the local government entity.

2.23 Insufficient Funds. The obligation of the Contractor under this Agreement is contingent upon the availability and allotment of funds for response costs by the OSFM to Contractor. Contractor may, upon thirty (30) days' prior written notice, terminate this contract if funds are not available.

2.24 Written Notifications. Any written notifications required for the administration of this Agreement shall be sent to the following:

Office of State Fire Marshal
4760 Portland Rd. NE
Salem, OR 97305

Ontario Fire & Rescue
444 SW 4th St.
Ontario, OR 97914

2.25 Merger; Waiver. This Agreement and attached exhibits constitute the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification, or change of terms of this Agreement shall bind all parties unless in writing and signed by both parties and all necessary state approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of OSFM to enforce any provision of this Agreement shall not constitute a waiver by OSFM of that or any other provision.

2.26 Remedies. In the event that Contractor violates any term or condition under this Agreement, OSFM shall have all remedies available to it under law, in equity, and under this Agreement.

EXHIBIT A

Regional Team Primary Response Area Boundary Description

Starting at the southeast corner of Malheur county-Idaho-Nevada State line follow the Idaho-Oregon state line north to the Baker county line. Proceed west to on the Baker County line to Hwy 7. Continue west on Hwy to John Day. From John Day, travel west on state highway 26 to the Wheeler County line. Dayville and Mt. Vernon will be covered by HM10; John Day and Prairie City will be over by HM14. Follow the western Grant County line, south along the Crook- Grant county line to the Harney County line. Following the Harney County line continue south to the Nevada State line. Follow the Nevada State line east to the starting point. This includes all land in Harney and Malheur Counties. HazMat 14 also includes the portions of the Idaho counties of Adams, Canyon, Gem, Payette, Washington, and Owyhee within the following fire district boundaries: Council, Cambridge, Midvale, Weiser City, Weiser Rural, Payette, Payette Rural, Indian Valley, Fruitland, Emmett, Gem Co. Rural, New Plymouth, Homedale, and Parma Rural.

EXHIBIT B

**INVENTORY OF
OSFM-PROVIDED VEHICLES AND EQUIPMENT
As of March 2011**

DECONTAMINATION EQUIPMENT			
Item Name	OSFM ID TAG	Serial #	Model #
Brush, long handle			
Brush, short handle			
Heater, Shower - Decontamination			
Hose, Garden - 5 ea			
Manifold, High Pressure Multi			Q-HM272
Wand, Water - 4 ea			
DETECTION EQUIPMENT			
Item Name	OSFM ID TAG	Serial #	Model #
Detector Sampling Pump, <integrates w/iTX	25700-06300	090602ZE-035	ISC iTX
Detector Sampling Pump, <integrates w/iTX	25700-06703	10080P-268	ISC iTX
Detector, ISC iTX Multigas Monitor	25700-06299	09063E3002	iTX
Detector, ISC iTX Multigas Monitor	25700-06702	10075NZ004	iTX
Detector, ISC M-40 Multigas Monitor	25700-05404	0608157-562	M40-KIT-
Detector, TIFF Combustibles			TIF8800
Dosimeter, Dositec	25700-04378	250522	L36
Dosimeter, Dositec	25700-04379	250523	L36
Dosimeter, Dositec	25700-04380	250524	L36
Dosimeter, Dositec	25700-04381	250525	L36
Dosimeter, Dositec	25700-04382	250526	L36
Dosimeter, Dositec	25700-04383	250527	L36
Kit & Test Sets, Drager CDS/HazMat			
Kit, HazCat			
Kit, Sensidyne Detection	ER0723		
Meter Vehicle Mtd. Radiation Survey	25700-05544	237155	M2401-

Meter, Radiological Alarming Pocket Survey	25700-04439	201168	2401 EC2A
Meter, Radiological Alarming Pocket Survey	25700-04440	201169	2401 EC2A
Meter, Radiological Alarming Pocket Survey	25700-04441	201172	2401 EC2A
Meter, Radiological Pancake Pocket Survey	25700-04484	212682	2401-P
Meter, Radiological Pancake Pocket Survey	25700-04485	212683	2401-P
Meter, Radiological Pancake Pocket Survey	25700-04486	212684	2401-P
Mini Rae 2000	0011	110-004494	
Monitor, Canberra Ultraradiac Radiation	25700-05383	06063690	MRAD113
Monitor, Canberra Ultraradiac Radiation	25700-05384	06063920	MRAD113
Monitor, Canberra Ultraradiac Radiation	25700-05385	06063921	MRAD113
Monitor, Canberra Ultraradiac Radiation	25700-05386	06063922	MRAD113
Spectrometer, Portable I.R. (Smiths Det. HazMatID)	25700-03519	00302	023-1005
Station, ISC DS2 Docking	25700-06301	090365C-002 DS2	
ELECTRONICS			
Item Name	OSFM ID TAG	Serial #	Model #
Antenna, Receiver and Controller (EntryLink)	25700-05501	EL3-RXA & C SC-EL-N	
Camera, EntryLink Wireless Video	25700-05500	EL3-241	SC-EL-N
Camera, Sony Digital 128 & 16 mg Mem Stick, Chgr,	0017	0394974M	DSC-S85
Floppy Adapter			
Camera, Thermal Imaging, FireFlir	25700-04957	100329	FF131
Charger, ACT I-Charge, 6 Unit	25700-06463		
Charger, Radio, Travel Motorola HT1550xls			
Computer, Dell Inspiron 5100 Laptop (Operating System for Smiths Det. HazMatID)	25700-03520	CS5L941 5100	
Computer, Dell Micro Laptop (Drone system for DS2 Docking Station))	25700-06346	H2BDXK1 Latitude 2100	
Computer, Panasonic Toughbook Laptop	25700-05910	7GKSA48680 CF-30	
Pager, Motorola w/ charger	25700-04993	136WGG861	Minitor V
Pager, Motorola w/ charger	25700-04994	136WGG862	Minitor V
Pager, Motorola w/ charger	25700-04995	136WGG862	Minitor V
Pager, Motorola w/ charger	25700-04996	136WGG862	Minitor V
Pager, Motorola w/ charger	25700-04997	136WGG862	Minitor V

Pager, Motorola w/ charger	25700-04998	136WGJ6580 Minitor V
Pager, Motorola w/ charger	25700-04999	136WGJ6584 Minitor V
Pager, Motorola w/ charger	25700-06472	136WGJ6618 Minitor V
Phone, Cellular		
Phone, Cellular		
Phone, Iridum Satellite (with docking station)	25700-06430	30001501054 9555
Printer, Lexmark, All-in-One, 4 function	25700-06427	00011114942 X7675
Radio, Ear Inserts, Flexible Otto		
Radio, I Charge 6bay Unit	0514	65030081
Radio, Motorola VHF Mobile	25700-06187	483TKG0455 PM-1500
Radio, Motorola VHF Mobile	25700-06188	483TKG0458 PM-1500
Radio, Motorola VHF Mobile	25700-06329	483TKU0062 PM-1500
Radio, Portable Motorola, HT1250 VHF	0509	749TDEB603 HT1250
Radio, Portable Motorola, HT1250 VHF	0513	749TDEB607 HT1250
Radio, Portable Motorola, HT1250 VHF	0506	749TDEB608 HT1250
Radio, Portable Motorola, HT1250 VHF	0507	749TDEB609 HT1250
Radio, Portable Motorola, HT1250 VHF	0511	749TDEB611 HT1250
Radio, Portable Motorola, HT1250 VHF	0510	749TDEB612 HT1250
Radio, Portable Motorola, HT1250 VHF	0508	749TDEB613 HT1250
Radio, Portable Motorola, HT1250 VHF	0512	749TDEB614 HT1250
Radio, Portable, Motorola EX600XLS 160 Channel	0504	004TCU0642
Radio, Portable, Motorola EX600XLS 160 Channel	0505	004TCU0643
Radio, Throat, Mic Motorolla HT1250	0515	
Radio, Throat, Mic Motorolla HT1250	0516	
Radio, Throat, Mic Motorolla HT1250	0517	
Radio, Throat, Mic Motorolla HT1250	0518	
Radio, Throat, Mic Motorolla HT1250	0519	
Radio, Throat, Mic Motorolla HT1250	0520	
Radio, Throat, Mic Motorolla HT1250	0521	
Radio, Throat, Mic Motorolla HT1250	0522	
Recorder, Micro Cassette		

Recorder, Micro Cassette			
Television, Sharp 13" Color w/VCR			
Tripod, Antenna & Mast	25700-05502	SC-EL-N	
UPS, APC Battery Back-Ups	25700-06224	SN3B0945X6APC	
UPS, APC Battery Back-Ups	25700-06225	SN3B0945X6APC	
LEAK CONTROL EQUIPMENT			
Item Name	OSFM ID TAG	Serial #	Model #
Air Bag System	ER2784		
Clamps, Dome Cover 3/Set	ER2732		
Clamps, Dome Cover 3/Set	ER2760		
Kit, Chlorine "A"	ER1130		
Kit, Chlorine "B"	ER1112		
Kit, Chlorine "C"	ER1127		
Kit, Initial	ER2752		
Leaker 6000 Training Prop			
LIBRARY RESOURCES			
Item Name	OSFM ID TAG	Serial #	Model #
Book, Merck Index, Twelfth Edition, 1996			
Dictionary, Hawley's Condensed Chemical Dictionary, Thirteenth Edition, 1997			
Guide, American Railroad Emergency Action / Emergency Action Guides, 1997			
Guide, Effects of Exposure to Toxic Gases, First Aid & Medical Treatment, Third Edition, 1988			
Guide, Hazardous Materials Air Monitoring & Detection Devices, 2002			
Guide, NFPA Fire Protection Guide on Hazardous Materials, Twelfth Edition, 1997			
Guide, Occupational Exposure Values, 1999			
Guide, ODOT Emergency Response Guidebook, 2000			
Guide, OSFM's Hazmat Team's Reference - Monitor Guide Book			
Guide, Pestline, Material Safety Data Sheet for Pesticides and Related Chemicals, 2 vol, First Edition			
Guide, Pocket Guide to Chemical Hazards, 1997			
Guide, Reference, Firefighter Hazardous Materials Reference Book, Second Edition			
Guide, Sax's Dangerous Properties of Industrial Materials, 3 vol, Tenth Edition, 1999			
Guide, State Clandestine Lab Book			

Handbook, CHRIS Response Methods			
Handbook, Compressed Gases, Fourth Edition, 1999			
Handbook, Emergency Handling of Hazardous Materials in Surface Transportation			
Handbook, Farm Chemicals & CD			
Handbook, Firefighter Handbook to Hazardous Materials			
Handbook, Health Physics and Radiological Health, Third Edition, 1998			
Handbook, Jane's Chem Bio 2001			
Handbook, Preparing for Biological Terrorism, 2002			
Handbook, Preparing for Terrorism, 2002			
Handbook, Terrorism Handbook for Operational Responders, 2002			
Manual, GATX Tank Car			
MISC EQUIPMENT			
Item Name	OSFM ID TAG	Serial #	Model #
Binoculars	ER2660		
Chairs, Metal Folding - 6 ea			
Cones, Traffic (20 ea)			
Container, Drinking Water			
Container, Rubbermaid Storage - 7 ea			
Cord, Extension 100' - 2 ea			
Cord, Extension 50' - 2 ea			
Generator, Honda 1000 Watt	25700-06442	EZGA-	EU1000IA2
Ladder, Duo Safety	ER2674		
Lantern, Streamline	ER2706		
Lantern, Streamline	ER2707		
Meter, Earth/Ground; Resistance	25700-03569	19093-0304	250260
Regulator, High Pressure 6,000 PSI			
Scope, Spotting	ER2746		
Shelter, Portable	ER2800		
Station, Mobile Wireless Weather COLUMBIA	25700-05259	B2230004	
Table			
Table			

Truck, Drum			
Truck, Hand			
NON-INVENTORY PURCHASE			
Item Name	OSFM ID TAG	Serial #	Model #
Software, PEAC-WMD Application for Windows2000/XP WMD			PEAC-
PERSONAL PROTECTIVE EQUIPMENT			
Item Name	OSFM ID TAG	Serial #	Model #
Air-Paks, SCBA, Scott (CBRNE Certified)	25700-04963	REG0506010	AP-50 4.5
Air-Paks, SCBA, Scott (CBRNE Certified)	25700-04964	REG0506010	AP-50 4.5
Air-Paks, SCBA, Scott (CBRNE Certified)	25700-04965	REG0506010	AP-50 4.5
Air-Paks, SCBA, Scott (CBRNE Certified)	25700-04966	REG0506010	AP-50 4.5
Air-Paks, SCBA, Scott (CBRNE Certified)	25700-04967	REG0506011	AP-50 4.5
Air-Paks, SCBA, Scott (CBRNE Certified)	25700-04968	REG0506011	AP-50 4.5
Air-Paks, SCBA, Scott (CBRNE Certified)	25700-04969	REG0506011	AP-50 4.5
Air-Paks, SCBA, Scott (CBRNE Certified)	25700-04970	REG0506011	AP-50 4.5
Boot, Black Diamond - 13 pr			
Boots, Chemical Resistant - 10 pr			
Bottle, Scott 60 Min. SCBA (Carbon Fibre)	25700-04971	OP146998	SC804723-01
Bottle, Scott 60 Min. SCBA (Carbon Fibre)	25700-04972	OP147000	SC804723-01
Bottle, Scott 60 Min. SCBA (Carbon Fibre)	25700-04973	OP147010	SC804723-01
Bottle, Scott 60 Min. SCBA (Carbon Fibre)	25700-04971	OP147012	SC804723-01
Bottle, Scott 60 Min. SCBA (Carbon Fibre)	25700-04971	OP147054	SC804723-01
Bottle, Scott 60 Min. SCBA (Carbon Fibre)	25700-04971	OP147311	SC804723-01
Bottle, Scott 60 Min. SCBA (Carbon Fibre)	25700-04971	OP148521	SC804723-01
Bottle, Scott 60 Min. SCBA (Carbon Fibre)	25700-04971	OP148536	SC804723-01
Bottle, Scott 60 Min. SCBA (Carbon Fibre)	25700-04971	OP148558	SC804723-01
Bottle, Scott 60 Min. SCBA (Carbon Fibre)	25700-04971	OP148578	SC804723-01
Bottle, Scott 60 Min. SCBA (Carbon Fibre)	25700-04971	OP149138	SC804723-01
Bottle, Scott 60 Min. SCBA (Carbon Fibre)	25700-04971	OP149140	SC804723-01
Bottle, Scott 60 Min. SCBA (Carbon Fibre)	25700-04971	OP149141	SC804723-01
Bottle, Scott 60 Min. SCBA (Carbon Fibre)	25700-04971	OP149143	SC804723-01

Bottle, Scott 60 Min. SCBA (Carbon Fibre)	25700-04971	OP149145	SC804723-01
Bottle, Scott 60 Min. SCBA (Carbon Fibre)	25700-04971	OP149148	SC804723-01
Bottle, Scott 60 Min. SCBA (Carbon Fibre)	25700-04971	OP149155	SC804723-01
Bottle, Scott 60 Min. SCBA (Carbon Fibre)	25700-04971	OP149157	SC804723-01
Bottle, Scott 60 Min. SCBA (Carbon Fibre)	25700-04971	OP149161	SC804723-01
Bottle, Scott 60 Min. SCBA (Carbon Fibre)	25700-04971	OP149169	SC804723-01
Cases, Scott SCBA Storage			
Coats, Securitex Turnout (8 ea. Assorted Sizes)			SE-
Devices, Personal Floatation (PFD)			
Gloves, Firefighters <Leather> (8 pr. Asstd. Sizes)			N/A
Hood, Firefighter Protective (8 ea.)			King Cobra
Jumpsuits, Nomex - 8 ea			
Pants, Securitex Turnout (8 ea. Assorted sizes)			SE-S305PY
Suit, Lakeland Tychem BR 440 Level B, 2001 -			
Thermometer, Digital Tympanic			
Turnouts, Securitex SMS, hoods, gloves - 13 sets			
Vest, Incident Command - 1 set of 7			
SUPPRESSION EQUIPMENT			
Item Name	OSFM ID	TAG	Serial # Model #
Applicator, Pro Pak Foam			
Educator, Akron Inline			
Nozzle, Bubble Cup			
Powder, Class "D" 5 gal pail			
TOOLS			
Item Name	OSFM ID	TAG	Serial # Model #
Bar, Pry 54"			
Brush, Wire			
Chisel Set & Punch			
Come-a-long (pulley)			
Crate, Plastic Milk -			
Crowbar - 24"			

Cutters, Bolt - 18"	
Drill, Pneumatic (Air), w/ Auto Oiler	ER2118
Extractors, Easy-Out/Stud - 2 ea	
Hammer, Sledge 8lb	
Hammer, Straight Claw Framing, 28oz	
Hose, 3/8" x 50' Air; w/Regulator	
Index, Drill	
Jack, 12 ton Hydraulic Bottle	
Kit, Grounding/Bonding Equipment, 25ft - 2 ea	ER2619
Kit, Grounding/Bonding Equipment, 50ft - 2 a	ER2619
Kit, Lockout/Tagout	
Knife, Putty	
Knife, Utility	
NS Bar, Pinch - 18"	
NS Hammer, Dead Blow	
NS Maul - 2 lb	
NS Scraper	
NS screw Driver - Straight Tip, Large, 36"	
NS Wrench, 55 Gallon Drum Bung	
NS Wrench, Crescent - 12"	
NS Wrench, Pipe - 24"	
NS Wrench, Pipe - 36"	
Pliers	
Pliers, Channel-Loc	
Pump, Wilden Pneumatic Transfer (Mdl. 200 w/hose) kit	
Ratchet, 3/8" Air	
Saw, 3 1/8" Hole - 2 ea	
Saw, Hack	
Saw, Hand	
Saw, Rescue	ER1629
Saw, Rotary Rescue (Stihl)	ER1629

Screwdriver set			
Set, Basic 215 Piece			
Shears, Aviation Left			
Shears, Aviation Right			
Shears, Aviation Straight			
Shovel, Round Point - 2 ea			
Shovel, Scoop - Aluminum -2 ea			
Shovel, square point - 2 ea			
Tape, Measuring - 2 ea			
Tool Box - general purpose			
Wheel, Measuring			
Wrench, 1/4" Impact			
Wrench, Drum Plug			
Wrenches, Large Open End/Box End - 6 pc set			
VEHICLE			
Item Name	OSFM ID TAG	Serial #	Model #
Chocks, Wheel set of 2			
Trailer, 12' Wells Cargo --	E192668	1WC200E20R	
Trailer, 16' Wells Cargo	E-246501	1WC200G279	CW1622-
Trailer, 5th Wheel Wells Cargo	E-246499	1WC200R249	CVG3627
Truck, International 4 Dr	E-246489	1HTMKAZN1	DT4400

EXHIBIT C

**ESTIMATED COST OF STATE-PROVIDED EQUIPMENT
TO BE PURCHASED
2011-2013 Biennium Funding**

Replacement of capital equipment and expendable items will be provided as necessary, by prior approval of the Office of State Fire Marshal

Minimum Funding Available for Equipment

\$16,000.00

EXHIBIT D**SPECIALIZED TRAINING
2011-2013 Biennium Funding**

Funds for approved Technician level specialized training are available under this Agreement as follows:

Funding Available for Specialized Training**\$34,112.00**

Contractor may elect to use up to 100% of funding available in this exhibit for the reimbursement of personnel costs incurred as a result of RHMERT employees attending advanced training. Reimbursement for personnel cost during 2011-2013 biennium is not to exceed \$34,112.00. Allowing 100% of funding available in this exhibit for the reimbursement of personnel costs is a pilot project for the 2011-2013 biennium and will be reviewed before the next contract cycle. OSFM will track how money is spent, and see if it is feasible to continue allowing 100% of funding available in this exhibit for the reimbursement of personnel costs in future contracts.

On a case by case basis, additional specialized training funds may be available for new team members to attend Technician Weeks 1 – 4.

EXHIBIT E

**MEDICAL SURVEILLANCE
2011-2013 Biennium Funding**

Funds for approved medical surveillance exams are available for Contractor RHMERT employees under this Agreement as follows:

Up to 16 personnel may receive medical surveillance exam(s), up to a maximum of \$700 per person, not to exceed total funding available for medical surveillance shown below.

This amount shown above is the per-person maximum payable for medical surveillance exam(s) during the 2011-2013 biennium. It is understood that costs will vary for baseline, maintenance and exit exams, and therefore, the total funding available for medical surveillance *is not* based on the maximum per-person allowance, but rather on \$700 per person *average* cost. This allows *flexibility* in the per-person cost *within* the maximum funding available for medical surveillance.

Funding Available for Medical Surveillance Exams Not to Exceed

\$11,200.00

EXHIBIT F**Compensation for Contractor's Vehicles and Apparatus
2011-2013**

State to provide the compensation for use of Contractor's vehicles and apparatus in response to a hazardous materials Incident at the following rates:

<u>Vehicles</u>	<u>Hourly Rate</u>
Support Vehicle (car, pick-up)	\$15.00
Command Vehicle	\$20.00
Fire Engine	\$100.00
Tanker	\$125.00
Dump Truck	\$50.00
Loader/Backhoe	\$100.00
Transport	\$20.00

Contractor Equipment Charges

Cellular/Mobile/Specialized Mobile Radio (SMR) Telephone Charge
\$50.00 per incident per phone

Other Associated Costs

Replacement and/or repair costs for damaged and/or expended equipment and supplies will be charged on an actual cost basis.

EXHIBIT G**COMPENSATION FOR CONTRACTOR'S RESPONSE PERSONNEL
2011-2013**

OSFM to provide compensation for Contractor personnel utilized in response to a hazardous materials Incident as follows:

<u>Personnel Category</u>	<u>Hourly Rate</u>
HazMat Team Member – Non Officer/Part-Time Firefighter	\$88.33
HazMat Team Member – Non Officer/Firefighter	\$99.14
HazMat Team Member – Officer/Duty Officer	\$103.71

All other support personnel at actual costs.

Pursuant to section 2.2.2. of this Agreement, it is the intent of OSFM and Contractor that if, during the term of this Agreement, the base hourly rate of Contractor's employees for non-officers, officers, or salaried officers changes due to a change in any collective bargaining agreement between Contractor and Contractor's employees, that on the effective date those changes become effective under a collective bargaining agreement, those changes will be incorporated in this Agreement and used for purposes of calculating compensation for Contractor's Personnel Response Costs.

EXHIBIT H

**COMPENSATION FOR CONTRACTOR PROGRAM OUTREACH
2011-2013 Biennium Funding**

Funds for approved outreach training, allowing team personnel to interface with, educate and train other local agencies.

Funding Available for Outreach Training

\$6,342.00

EXHIBIT I

**COMPENSATION FOR CONTRACTOR SUB-COMMITTEE/SPECIAL PROJECTS
PARTICIPATION
2011-2013 Biennium Funding**

Funds for approved sub-committee/special projects participation.

Funds can be used for personnel and backfill costs associated with team members participating on a sub-committee or special project. Travel per diem costs associated will also be deducted from this fund.

Funding available in this exhibit for the reimbursement of sub-committee or special projects costs is a pilot project for the 2011-2013 biennium and will be reviewed before the next contract cycle. OSFM will track how money is spent, and see if it is feasible to continue funding this exhibit for future contracts.

Funding Available for Sub-Committee/Special Projects Participation

\$5,000.00

EXHIBIT J**SUMMARY - 2011-2013 BIENNIUM FUNDING AVAILABLE
FOR STANDBY COSTS**

Equipment Purchases – 2011-2013 Biennium Funding - (See Exhibit C)	\$16,000.00
Specialized Training –2011-2013 Biennium Funding - (See Exhibit D)	\$34,112.00
Medical Surveillance –2011-2013 Biennium Funding - (See Exhibit E)	\$11,200.00
Outreach Training –2011-2013 Biennium Funding (See Exhibit H)	\$6,342.00
Sub-Committee/Special Project Participation – 2011-2013 Biennium Funding (See Exhibit I)	\$5,000.00
Total 2011-2013 Biennium Funding Available for Standby Costs	\$72,654.00

EXHIBIT K

State's Spill Response Fund

2011 -2013 Biennium Funding

\$300,000.00

This is the *Total* State's Spill Response Funding limitation available for the 2011-2013 biennium RHMERT services by *all* Contracted RHMERT's. This does *not* guarantee that any Contractor will be reimbursed for any specific amount from the State's Spill Response Fund; only that funding in this amount is available for reimbursement of emergency response team costs is available within the OSFM limitation or appropriation.

Approving Signatures:

On Behalf of the State of Oregon,

Dated this ____ day of _____, 2011

Signature _____

Printed Name _____

State Fire Marshal

On Behalf of _____

Dated this ____ day of _____, 2011

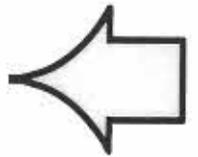
Signature _____

Printed Name _____

Title _____

Address _____

City _____ Zip _____



On Behalf of _____

Dated this ____ day of _____, 2011

Signature _____

Printed Name _____

Title _____

Address _____

City _____ Zip _____

On Behalf of _____

Dated this ____ day of _____, 2011

Signature _____

Printed Name _____

Title _____

Address _____

City _____ Zip _____

On Behalf of _____

Dated this _____ day of _____, 2011

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Printed Name _____

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City _____ Zip _____

On Behalf of _____

Dated this _____ day of _____, 2011

Signature _____

Printed Name _____

Title _____

Address _____

City _____ Zip _____

On Behalf of _____

Dated this _____ day of _____, 2011

Signature _____

Printed Name _____

Title _____

Address _____

City _____ Zip _____

On Behalf of _____

Dated this ____ day of _____, 2011

Signature _____

Printed Name _____

Title _____

Address _____

City _____ Zip _____

On Behalf of _____

Dated this ____ day of _____, 2011

Signature _____

Printed Name _____

Title _____

Address _____

City _____ Zip _____

On Behalf of _____

Dated this ____ day of _____, 2011

Signature _____

Printed Name _____

Title _____

Address _____

City _____ Zip _____

Attachment #1
Hourly Personnel Response Rate
Calculation Worksheet

NON-OFFICER
PART-TIME FIREFIGHTER

Complete calculations for each line item and enter amount in column to the right. When calculations are complete, add together all amounts in the right hand column for a total, which will determine the contracted hourly personnel rate for non-officer team members.

NOTE: Base Hourly Rate/Non-Officer is calculated at the overtime rate for the highest paid, technician trained team member at this rank who is not an officer.

BASE SALARY	\$58.2150
Regular hourly rate \$38.81 x 1 ½ =	
INSURANCE/BENEFITS	\$.0044
Premium paid per month .77 ÷ 173.33 hours worked per month =	
PERS	\$ 8.0401
Employer's contribution paid per month .1381% x \$58.22 =	
WORKERS COMP INSURANCE*	\$.8732
\$58.2150 x .015 =	
FICA* (Medicare 1.45%, OASDI 6.2%)	\$ 4.4534
\$58.2150 x 7.65% =	
UNEMPLOYMENT TAX**	\$ 1.1643
\$58.2150 x 2 % =	
PAYROLL TAX**	\$ N/A
x % =	
RESPONSE AVAILABILITY RATE	\$15.5788
TOTAL HOURLY RATE	\$ 88.3292

* Percentage for calculation provided by Oregon State Police Payroll System, effective May 28, 2009.

** Unemployment and Payroll Taxes are local taxes which, if applicable, are calculated by the percentage allowed by local laws.

Attachment #1
Hourly Personnel Response Rate
Calculation Worksheet

NON-OFFICER
FIREFIGHTER

Complete calculations for each line item and enter amount in column to the right. When calculations are complete, add together all amounts in the right hand column for a total, which will determine the contracted hourly personnel rate for non-officer team members.

NOTE: Base Hourly Rate/Non-Officer is calculated at the overtime rate for the highest paid, technician trained team member at this rank who is not an officer.

BASE SALARY	\$58.2150
Regular hourly rate \$38.81 x 1 ½ =	
INSURANCE/BENEFITS	\$ 7.3205
Premium paid per month 1,268.87 ÷ 173.33 hours worked per month =	
PERS	\$ 11.5333
Employer's contribution paid per month .1981% x \$58.22 =	
WORKERS COMP INSURANCE*	\$.8732
\$58.2150 x .015 =	
FICA* (Medicare 1.45%, OASDI 6.2%)	\$ 4.4534
\$58.2150 x 7.65% =	
UNEMPLOYMENT TAX**	\$ 1.1643
\$58.2150 x 2 % =	
PAYROLL TAX**	\$ N/A
x % =	
RESPONSE AVAILABILITY RATE	\$15.5788
TOTAL HOURLY RATE	\$ 99.1385

* Percentage for calculation provided by Oregon State Police Payroll System, effective May 28, 2009.

** Unemployment and Payroll Taxes are local taxes which, if applicable, are calculated by the percentage allowed by local laws.

Attachment #1
Hourly Personnel Response Rate
Calculation Worksheet

OFFICER (Eligible for Overtime)
DUTY OFFICER

Complete calculations for each line item and enter amount in column to the right. When calculations are complete, add together all amounts in the right hand column for a total, which will determine the contracted hourly personnel rate for team members who are officers eligible for overtime.

NOTE: Base Hourly Rate/Officer is calculated at the overtime rate for the highest paid, technician trained team member at this rank who is an officer .

BASE SALARY	
Regular hourly rate $\$41.14 \times 1 \frac{1}{2} =$	\$ 61.7100
INSURANCE/BENEFITS	
Premium paid per month $1,268.87 \div 173.33$ hours worked per month =	\$ 7.3205
PERS	
Employer's contribution paid per month $.1981\% \times \$61.71 =$	\$ 12.2247
WORKERS COMP INSURANCE*	
$\$61.7100 \times .015 =$	\$.9256
FICA* (Medicare 1.45%, OASDI 6.2%)	
$\$61.7100 \times 7.65\% =$	\$ 4.7208
UNEMPLOYMENT TAX**	
$\$61.7100 \times 2\% =$	\$ 1.2342
PAYROLL TAX**	
Base hourly rate x % =	\$ N/A
RESPONSE AVAILABILITY RATE	\$15.5788
TOTAL HOURLY RATE	\$ 103.7146

* Percentage for calculation provided by Oregon State Police Payroll System, effective May 28, 2009.

** Unemployment and Payroll Taxes are local taxes which, if applicable, are calculated by the percentage allowed by local laws.

AGENDA REPORT

July 18, 2011

TO: Mayor and City Council

FROM: Chuck Mickelson, Public Works Director

THROUGH: Henry Lawrence, City Manager

SUBJECT: APPROVAL OF AMENDMENT NUMBER 01 INTERGOVERNMENTAL AGREEMENT NUMBER 27027 FOR RIGHT OF WAY SERVICES FOR THE NW WASHINGTON AVENUE REALIGNMENT BETWEEN THE CITY OF ONTARIO AND THE STATE OF OREGON ACTING BY AND THROUGH ITS DEPARTMENT OF TRANSPORTATION

DATE: June 27, 2011

SUMMARY:

Attached is the following document:

- Amendment Number 1 to Intergovernmental Agreement for Right of Way Services Number 27027

This amendment clarifies the roles of ODOT and how the costs will be paid for the right of way acquisition (appraisals, negotiations and property purchase) for the NW Washington and North Park Boulevard project. Funds are being provided by the State of Oregon in the amount of \$4.875 million for the completion of design, acquisition of right of way and construction of a realigned NW Washington to North Oregon and the extension of Park Boulevard to the recently acquired city property. Right of way acquisition costs are estimated at \$1.6 million.

PREVIOUS COUNCIL ACTION:

- 2001 ODOT and Ontario entered into agreement No. 697 where Ontario accepted maintenance responsibility for West Idaho, including the underpass, SW 2nd Street, SW 4th Avenue and North Oregon Street. ODOT agreed to pay the City \$490,000 for future maintenance of these facilities, and the agreement superseded prior agreements made in 1975 and 1979. All right, title and interest in the above mentioned streets would be transferred to Ontario upon completion of the Yturri Beltline.
- 2006-2007 Ontario City Council approved a project to realign NW Washington to North Oregon
- 2007 Ontario hired the firm of CH2M Hill to prepare plans and specifications for this project. Funding for the acquisition of right of way and construction of the realignment was not clearly identified at that time.
- October 2009 The City approved Resolution 2009-126 Amendment No. 1 with ODOT to the Miscellaneous Agreement No. 23255 also known as Cooperative Agreement OR 201 North Ontario Interchange Bridge #08635, an agreement transferring NW Washington to the City of Ontario. In return, ODOT paid the City of Ontario \$375,200 for the realignment of the intersection of NW Washington and North Oregon and the construction of curb, gutter and sidewalks along NW Washington.

- July 2010 Resolution #2010-136; A RESOLUTION APPROVING A LOCAL AGENCY AGREEMENT FOR FUND DISTRIBUTION FOR THE NW WASHINGTON AVENUE REALIGNMENT BETWEEN THE CITY OF ONTARIO AND THE STATE OF OREGON, ACTING BY AND THROUGH ITS DEPARTMENT OF TRANSPORTATION, AND AS AUTHORIZED BY THE OREGON JOBS AND TRANSPORTATION ACT OF 2009, ALSO KNOWN AS HOUSE BILL 2001.
- November 2010 The City approved Amendment No. 1 to Misc. Contracts and Agreements (#26720) between ODOT and City for Fund Distribution for NW Washington Avenue Realignment (Funds from HB 2001).
- February 2011 The City approved Agreement 27027 which authorized ODOT to conduct appraisals, negotiations and purchase property for the realignment of NW Washington and Park Boulevard extension.

BACKGROUND:

Since the early 1990's ODOT and Ontario have been discussing various transportation related issues within and adjacent to the City. During this period of time, ODOT has reconstructed East Idaho, rebuilt the overpass over I-84, reconstructed the freeway ramps leading to East Idaho, constructed the Yturri Beltline bypass around the City, reconstructed the North Oregon overpass and ramps, constructed an overpass over the railroad on SW 18th Avenue, and other miscellaneous projects.

Funding for this project includes \$4.5 million authorized by HB 2001 and \$375,200 cash paid to the City for the project. Right of way services will be paid directly from the \$4.5 million available for this project.

This amendment clarifies the roles of the parties.

ALTERNATIVE:

The City could not approve this agreement and the project will not go forward or the city could seek outside consultants to conduct the acquisition.

FINANCIAL IMPLICATIONS:

This agreement authorizes up to \$1.6 million for right of way acquisition for the project.

RECOMMENDATION:

Staff recommends approval of Amendment Number 1 to Agreement 27027.

PROPOSED MOTION:

I move the City Council approve Amendment Number 1 to Intergovernmental agreement number 27027 for right of way services for the NW Washington Avenue realignment between the City of Ontario and the State of Oregon acting by and through its Department of Transportation and authorize the City Manager to sign the agreement on behalf of the City of Ontario.

**AMENDMENT NUMBER 01
INTERGOVERNMENTAL AGREEMENT
FOR RIGHT OF WAY SERVICES
N.W. Washington Avenue Re-Alignment
City of Ontario**

The **State of Oregon**, acting by and through its Department of Transportation, hereinafter referred to as "State," and the **City of Ontario**, acting by and through its elected officials, hereinafter referred to as "Agency," entered into an Agreement on April 28, 2011. Said Agreement covers right of way services and responsibilities.

It has now been determined by State and Agency that the Agreement referenced above shall be amended to update language. Except as expressly amended below, all other terms and conditions of the Agreement are still in full force and effect.

RECITALS, Paragraph 5, Page 1, which reads:

5. This Agreement shall define roles and responsibilities of the Parties regarding the real property to be used as part of right of way for road, street or construction of public improvement. The scope and funding may be further described in Oregon Jobs and Transportation Act of 2009 Agreement number 26270. Hereinafter, all acts necessary to accomplish services in this Agreement shall be referred to as "Project."

Shall be deleted in its entirety and replaced with the following:

5. This Agreement shall define roles and responsibilities of the Parties regarding the real property to be used as part of right of way for road, street or construction of public improvement. The scope and funding may be further described in Oregon Jobs and Transportation Act of 2009 Agreement number 26720. Hereinafter, all acts necessary to accomplish services in this Agreement shall be referred to as "Project."

TERMS OF AGREEMENT, Paragraph 1, Page 2, which reads:

1. Under such authority, State and Agency agree to perform certain right of way activities shown in Special Provisions - Exhibit A, attached hereto and by this reference made a part hereof. If the State performs right of way services on behalf of the Agency, under no conditions shall Agency's obligations for said services exceed a maximum of \$1,600,000.00, including all expenses, unless agreed upon by both Parties.

Shall be deleted in its entirety and replaced with the following:

1. Under such authority, State and Agency agree to perform certain right of way activities shown in Special Provisions - Exhibit A, attached hereto and by this reference made a part hereof. Under no conditions shall State's obligations for said services exceed a maximum of \$1,600,000.00 in state funds, including all expenses. Agency shall not be liable for any expenditures under this Agreement.

AGENCY OBLIGATIONS, Paragraph 2, shall be deleted in its entirety.

PAYMENT FOR SERVICES AND EXPENDITURES, Paragraph 1, Page 3, which reads:

1. In consideration for the services performed by State (as identified in the attached Exhibit A), Agency agrees to pay or reimburse State a maximum amount of \$1,600,000.00 per terms established in Agreement #26720. Said maximum amount shall include reimbursement for all expenses, including travel expenses. Travel expenses shall be reimbursed to State in accordance with the current Oregon Department of Administrative Services' rates. Any expenditure beyond federal participation will be from, or reimbursed from, Agency funds. Payment in Agency and/or federal funds in any combination shall not exceed said maximum, unless agreed upon by both Parties.

Shall be deleted in its entirety and replaced with the following:

1. In consideration for the services performed under this Agreement (as identified in the attached Exhibit A), State agrees to pay a maximum amount of \$1,600,000.00 in state funds, per terms established in Oregon Jobs and Transportation Act of 2009 Agreement No. 26720. Agency shall not be liable for any expenditures under this Agreement.

PAYMENT FOR SERVICES AND EXPENDITURES, Paragraph 2, Page 3, which reads:

2. State shall upon execution of the Agreement, forward to Agency either: 1) a request to sign an irrevocable limited power of attorney to access the Local Government Investment Pool account of the Agency, or 2) a letter of request for an advance deposit. Agency shall make any advance deposit to the State's Financial Services Branch, in an amount equal to the estimate of costs to be incurred by State for the Project. The preliminary estimate of costs is \$1,600,000.00. Additional deposits, if any, shall be made as needed upon request from State and acceptance by Agency. Requests for additional deposits shall be accompanied by an itemized statement of expenditures and an estimated cost to complete Project.

Shall be deleted in its entirety and replaced with the following:

2. Costs incurred by State in performance of services under this Agreement shall be charged as a Project expense and paid directly from the State funds for the Project. Agency will receive periodic statements of State charges against the Project for such services.

GENERAL PROVISIONS, Paragraph 1, Subsection c., shall be deleted in its entirety.

Insert new SPECIAL PROVISIONS, Section G. Transfer of Right of Way to Agency, to read as follows:

G. Transfer of Right of Way to Agency

If applicable, State agrees to transfer and Agency agrees to accept all right of way acquired on the Agency's facility which was acquired in the State's name. The specific method of conveyance will be determined by the State and the Agency at the time of transfer and shall be coordinated by the State's Region Right of Way Manager. If requested, State agrees to provide Agency information and file documentation associated with the transfer.

This Amendment may be executed in several counterparts (facsimile or otherwise) all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Amendment so executed shall constitute an original.

THE PARTIES, by execution of this Agreement, hereby acknowledge that their signing representatives have read this Agreement, understand it, and agree to be bound by its terms and conditions.

City of Ontario, by and through its
elected officials

By _____

Date _____

By _____

Date _____

**APPROVED AS TO LEGAL
SUFFICIENCY**

By _____
Agency Counsel

Date _____

Agency Contact:

Chuck Mickelson, Public Works Director
City of Ontario
444 SW 4th Street
Ontario, OR 97914
541-881-3231
Chuck.mickelson@ontariooregon.org

STATE OF OREGON, by and through
its Department of Transportation

By _____
State Right of Way Manager

Date _____

APPROVAL RECOMMENDED

By _____
Region 5 Right of Way Manager

Date _____

**APPROVED AS TO LEGAL
SUFFICIENCY**

By _____
Assistant Attorney General

Date _____

State Contact:

Stephanie Anderson, Region 5 Right of
Way Manager
ODOT – Region 5
3012 Island Ave. 304
La Grande, OR 97850
541-963-1373
Stephanie.ANDERSON@odot.state.or.us

AGENDA REPORT

July 18, 2011

TO: Mayor and City Council

FROM: Chuck Mickelson, Public Works Director

THROUGH: Henry Lawrence, City Manager

SUBJECT: APPROVAL OF A REVISED COOPERATIVE IMPROVEMENT AGREEMENT NUMBER 27785 BETWEEN THE CITY OF ONTARIO AND THE STATE OF OREGON, ACTING BY AND THROUGH ITS DEPARTMENT OF TRANSPORTATION, AND AS AUTHORIZED BY THE OREGON JOBS AND TRANSPORTATION ACT OF 2009, ALSO KNOWN AS HOUSE BILL 2001 FOR SIGNAL UPGRADES AND LANE MODIFICATIONS AT EAST IDAHO AND EAST LANE AND RESURFACING OF EAST IDAHO AVENUE (HIGHWAY 30) BETWEEN THE SNAKE RIVER AND NE 4TH STREET AND UPGRADE OF NE 4TH STREET NORTH OF EAST IDAHO.

DATE: July 7, 2011

SUMMARY:

Attached is the following document:

- ODOT Misc. Contracts and Agreements No. 27785

This agreement replaces Agreement Number 26638 which was previously approved by the city council in November 2010. The City signed one version and ODOT signed a different version. Rather than amending 26638, I requested that a new draft be prepared that satisfied both parties. In addition, the City adopted the 2011-2013 budget which included the reconstruction of NE 4th Street north of East Idaho Avenue. Since an ODOT contractor will be working in the area, it made sense to combine this project with the other East Idaho projects.

This agreement allows the City to partner with ODOT in combining funding to allow for the rehabilitation of East Idaho (ODOT responsibility) along with improvements to the East Lane intersection (City responsibility) and the NE 4th Street reconstruction (City responsibility).

PREVIOUS COUNCIL ACTION:

2003-2004 The City hired the firm of Meyer Mohaddes Associates to prepare a traffic study for the "East Ontario Commercial Area." This study resulted in the recommendations for improvements to the roadway and intersections as well as establishing fees per vehicle trip. The City then passed an ordinance requiring the payment of traffic impact fees from the various developers in the area.

2008-2009 ODOT requested that the City take responsibility for maintenance of the East Idaho Avenue from the Snake River to NE 4th Street. The City rejected this proposal and ODOT remains responsible for the structural integrity of this section of State Highway 30.

2009-2011 Council adopted a two-year budget that included upgrades to East Idaho intersections in the amount of \$750,000.

November 15, 2010

- City Council approved Resolutions 2010-153 and 154 which reallocated funding and modified the project budget from \$750,000 to \$800,000.
- City Council approved Agreement Number 26638 with ODOT for this project.

June 2011 Council adopted the 2011-2013 budget which included 11STR-05 East Idaho Turn Lanes and 11STR-03 NE 4th Street Concrete Lane replacement

BACKGROUND:

The Oregon Jobs and Transportation Act of 2009 (HB 2001) provided funding for preservation and modernization projects chosen by the Oregon Transportation Commission. East Idaho Avenue between the Snake River and NE 4th Street has experienced significant rutting. The Oregon legislature allocated \$1.2 million to ODOT for resurfacing this state highway.

The City commissioned a traffic study in 2003 to identify improvements necessary to meet the increasing demand on East Idaho from the river to the freeway. Improvements recommended included adding turning lanes at East Lane and Goodfellow, adding an additional lane to East Idaho and modifying the signals. During peak traffic periods the eastbound traffic wishing to turn left onto East Lane into the Walmart and Home Depot area backs up to and through the Goodfellow intersection. The overall improvements have an estimated current cost of \$2.2 million which is significantly more than the city has collected.

The City and ODOT staffs have been working collaboratively to identify a single project that would combine our funding for construction. This project will allow us to proceed with construction in 2011-2012, which will include the resurfacing of East Idaho as noted above as well as the modification of signals at the intersection of East Lane and East Idaho along with lane and striping modifications. This will improve the traffic flow into the Walmart and Home Depot area and will be compatible with future upgrades of East Idaho when additional funding becomes available. There is a limited amount of right of way that must be acquired as well. ODOT staff is taking the lead in design of the project.

The agreement also provides for the transfer of right of way from ODOT to the City for a portion of East Lane, Goodfellow and Tapadera. This transfer has been contemplated by both agencies for many years and this concludes that issue.

Additionally, the city adopted the 2011-2013 budget which included the reconstruction of one lane of NE 4th Street north of East Idaho. The semi-trucks that exit from the Pilot truck stop have caused significant rutting of the pavement as they start up at the signal on NE 4th Street north of East Idaho. The asphalt pavement was replaced during the summer of 2008 and it is in need of replacement again. The installation of a concrete lane should resolve this issue. ODOT will be designing the project and including it in the overall construction project for East Idaho and East Lane.

The project design is well underway and scheduled to go to bid in September 2011.

ALTERNATIVE:

The City could not approve this agreement and the projects will not go forward.

FINANCIAL IMPLICATIONS:

This agreement requires the City to contribute the necessary funding to ODOT for the City's share of design and construction. The project will be designed to limit the cost to the City based on available funds.

RECOMMENDATION:

Staff recommends the City Council authorize the Mayor to sign the ODOT Misc. Contract and Agreement No. 27785 which replaces Agreement Number 26638.

PROPOSED MOTION:

I move the City Council approve cooperative improvement agreement #27785 between the City of Ontario and the State of Oregon, acting by and through its Department of Transportation, and as authorized by the Oregon Jobs and Transportation Act of 2009, also known as House Bill 2001 for signal upgrades and lane modifications at East Idaho and East Lane; resurfacing of East Idaho Avenue (Highway 30) between the Snake River and NE 4th Street; and the construction of one lane of concrete paving on NE 4th Street north of East Idaho and authorize the Mayor to sign this agreement on behalf of the City. Agreement #27785 supersedes and replaces Agreement #26638.

**Oregon Jobs and Transportation Act of 2009
Cooperative Improvement Agreement
US30 East Idaho Avenue**

THIS AGREEMENT is made and entered into by and between THE STATE OF OREGON, acting by and through its Department of Transportation, hereinafter referred to as "State;" and THE CITY OF ONTARIO, acting by and through its elected officials, hereinafter referred to as "Agency," both herein referred to individually or collectively as "Party" or "Parties."

RECITALS

1. Oregon Jobs and Transportation Act of 2009 (JTA) Program, hereinafter referred to as the "JTA of 2009 Program", provides funding for preservation and modernization projects chosen by the Oregon Transportation Commission (OTC).
2. Projects named in Section 64 of 2009 Legislative Assembly, Oregon House Bill 2001, as well as projects approved by the OTC pursuant to Section 64(3), were amended into the Statewide Transportation Improvement Program (STIP), including the project identified below.
3. Governor Kulongoski signed HB 2001 on July 29, 2009, Chapter 865, Oregon Laws 2009. This legislation also known as the Oregon Jobs and Transportation Act, is the transportation funding plan for accountability, innovation and environmental stewardship; highway, road and street funding; and, multimodal funding. On October 21, 2009 the OTC approved projects relating to this legislation.
4. By the authority granted in Oregon Revised Statute (ORS) 190.110, 366.572 and 366.576, state agencies may enter into cooperative agreements with counties, cities, and units of local government for the performance of any or all functions and activities that a party to the Agreement, its officers, or agents have the authority to perform.
5. By the authority granted in ORS 366.425, State may accept deposits of money or an irrevocable letter of credit from any county, city, road district, person, firm, or corporation for the performance of work on any public highway within the State. When said money or a letter of credit is deposited, State shall proceed with the Project. Money so deposited shall be disbursed for the purpose for which it was deposited.
6. East Idaho Avenue is a part of the state highway system under the jurisdiction and control of the Oregon Transportation Commission (OTC). East Lane and NE 4th Street are part of the city street system under the jurisdiction and control of Agency.

7. The current asphalt on East Idaho Avenue between 4th Street and border of Idaho has experienced heavy rutting and is in need of replacement. The traffic use of the East Lane and East Idaho Avenue intersection has increased and the intersection is in need of improvements and modifications. In addition, approximately 300ft of the south bound travel lane, of NE 4th Street, is starting to fail and is in need of replacement.
8. By the authority granted in ORS 366.395, State may relinquish title to any of its property not needed by it for highway purposes to any other governmental body or political subdivision within the State of Oregon, subject to such restrictions, if any, imposed by deed or other legal instrument or otherwise imposed by State.
9. Pursuant to ORS 373.010, whenever the routing of any state highway passes through the corporate limits of any city, State may locate, relocate, reroute, alter or change any routing when in its opinion the interests of the motoring public will be better served.
10. State maintains a State Route system and a US Route System to assist the motoring public in their travels. Designated routes may be composed of both state highway and local roads. Designation and elimination of state routes are under authority of the OTC, subject to approval of the Special Committee on US Route Numbering of the American Association of State Highway and Transportation Officials (AASHTO).
11. This Agreement shall address the following:
 - a. The resurfacing of East Idaho Avenue from North East Fourth Street to the Snake River Bridge at the Idaho border and the reconfiguration of the intersection of East Lane and East Idaho Avenue utilizing JTA program funding.
 - b. The conveyance to Agency, by deed, of certain portions of right of way surrounding East Idaho Avenue (Units A-C), purchased by State for the completed East Idaho Avenue (Ontario Spur) project. Units A-C are not part of the National Highway System (NHS) and the right of way surrounding East Idaho Avenue is no longer needed.
 - c. The reconstruction of the southbound travel lane, of NE Fourth Street, from East Idaho Avenue approximately 300 feet north. This section will be replaced with concrete paving due to significant levels of truck traffic that is causing the asphalt surfacing to fail. Agency is contributing the funds to pay for this work.

NOW THEREFORE, the premises being in general as stated in the foregoing Recitals, it is agreed by and between the Parties hereto as follows:

TERMS OF AGREEMENT

1. Under such authority, State and Agency agree that State shall resurface East Idaho Avenue from North East Fourth Street to the Snake River Bridge at the Idaho border and shall reconfigure the intersection of East Lane and East Idaho Avenue, including the installation of a signal, roadway widening, sidewalk, landscaping, concrete medians and signage, and design and reconstruction of approximately 300 feet of NE 4th St north of E Idaho Ave hereinafter referred to as "Project" and as further described in the Project description identified on Exhibit "A," attached hereto and by this reference made a part hereof. A Project map showing the location and approximate limits of the Project is shown on Exhibit "B - Map 1," attached hereto and by this reference made a part hereof. The scope of work may change to stay within the limits of the funding.
2. This Agreement will supersede and replace Agreement No. 26638. Agreement No. 26638 will terminate upon execution of this Agreement.
3. State and Agency agree that upon execution of this Agreement, State shall convey to Agency, by deed, as a portion of the city street system, those portions of right of way surrounding East Idaho Avenue, hereinafter referred to as Units A-C, which were purchased by State for the construction of the East Idaho Avenue (Ontario Spur) project. Said project is complete and said portions of right of way are no longer needed. Agency shall maintain the units as part of the Agency street system as long as needed for the service of persons living thereon or a community served thereby. If said right of way is no longer used for public street purposes, it shall automatically revert to State. The locations to be conveyed are shown on Exhibit B – Map 2, and the right of way descriptions for Units A-C are outlined in Exhibit C, both attached hereto and by this reference made a part hereof.
4. The total Project cost is estimated at \$2,099,000 and will be financed with Agency and State funds. This amount is subject to change. Of the \$2,099,000 estimate, \$1,200,000 is estimated for the resurfacing of East Idaho Avenue, and \$899,000 is estimated for the intersection reconfiguration at East Lane and the reconstruction of NE 4th St. The JTA of 2009 Program funds are limited to \$1,200,000 for the resurfacing. Agency's share of the Project cost is estimated at \$899,000 and is associated with the intersection reconfiguration and the reconstruction of NE 4th Street. State shall be responsible for all paving related costs associated with the resurfacing of East Idaho Avenue in excess of the \$1,200,000. For any costs associated with the intersection reconfiguration or the reconstruction of NE 4th Street in excess of Agency's \$899,000 contribution, State and Agency shall meet prior to exceeding that amount and attempt to reach agreement on how to provide more funds or how to reduce the scope or bid item quantities to remain within the estimate. In the event State and Agency are unable to reach agreement on funding or reduction, State in its sole discretion shall determine whether to provide additional state funds or whether to, and how to, reduce scope or bid item quantities to stay within budget.

5. The Project shall be developed in conformance with the current edition of A Policy on Geometric Design of Highways and Streets by the American Association of State Highway and Transportation Officials (AASHTO).
6. State and Agency agree since the resurfacing and intersection configuration will both be a part of one construction contract that the costs of the Project attributable to the resurfacing and to the intersection configuration will be determined in this manner:
 - a. If the bid item is attributable solely to resurfacing or the intersection configuration, the entirety of a bid item to that portion of the Project;
 - b. If a bid item is a lump sum, applicable to both resurfacing and the intersection configuration, the item will be split proportionally between both Parties, based on the original proportional share of the combined estimated costs of each portion of work; and
 - c. If a bid item is bid on a unit price basis and applicable to both resurfacing and the intersection configuration, the costs will be assigned as the bid item is identified and used for each individual portion of work.
7. This Agreement shall become effective on the date all required signatures are obtained and shall remain in effect for the purpose of ongoing maintenance and power responsibilities for the useful life of the facilities constructed and relinquished as part of the Project. The useful life is defined as twenty (20) calendar years. The Project shall be completed within five (5) calendar years following the date of final execution of this Agreement by both Parties.
8. State shall pursue approval of the conveyance from the OTC or designee. Once approved, the actual conveyance of property shall be accomplished by acceptance and recording of the deed.
9. The funds available under the JTA of 2009 Program are State Highway Funds. To be eligible for reimbursement under the JTA of 2009 Program, expenditures must comply with the requirements of Article IX, Section 3a of the Oregon Constitution.
10. The JTA of 2009 Program Funds are expected to become available on or before January 1, 2011 by way of increases in gas taxes and other fees under House Bill 2001, 2009 Legislative Assembly (Oregon Laws 2009, Chapter 865), and through the issuance and sale by the State Treasurer, of the bonds authorized by Section 61 of House Bill 2001, in an amount sufficient to fund this Project. The Agreement is effective and work may begin upon execution of this Agreement, but State's obligation to make project payments is contingent upon State determining that sufficient funds are available for the Project. State will notify Agency when such funds are available; and State shall begin payments for invoiced work pursuant to this Agreement from such date.

11. Agency and State have a joint obligation to ensure timely expenditure of the JTA of 2009 Program funds and to comply with the provisions of the bonds that finance the JTA of 2009 Program.

AGENCY OBLIGATIONS

1. Agency shall, upon receipt of a fully executed copy of this Agreement and upon subsequent letters of request from State, forward to State advance deposits in the following manner: Agency shall provide an advance deposit in the amount of \$350,000 for Preliminary Engineering (PE) and Right of Way phases of the Project, with the remaining \$549,000 advance deposit due upon receipt of letter of request from State, approximately one (1) month prior to Plans, Specifications and Estimates (PSE) date of the Project. The total requested amount shall be a total of \$899,000, said amount being equal to Agency's total contribution. Project costs are outlined in Exhibit A.
2. Agency certifies, at the time this Agreement is executed, that sufficient funds are available and authorized for expenditure to finance costs of this Agreement within Agency's current appropriation or limitation of the current budget.
3. Pursuant to ORS 366.425, Agency's advance deposit may be in the form of 1) money deposited in the State Treasury (an option where a deposit is made in the Local Government Investment Pool, and an Irrevocable Limited Power of Attorney is sent to the Highway Finance Office), or 2) an Irrevocable Letter of Credit issued by a local bank in the name of State, or 3) cash.
4. Agency shall be responsible for performance of 100 percent of maintenance as well as maintenance costs and power costs associated with the Project elements outside of the paved roadway, including medians, curbs, sidewalks, landscaping, irrigation systems, illumination, median and sidewalk snow removal, and storm drain system. The power company shall send power bills directly to Agency. Agency will continue to be responsible for maintenance on all city streets.
5. Agency, if a City, by execution of Agreement, gives its consent as required by ORS 373.030(2) and ORS 105.760 to any and all changes of grade within the Agency limits, and gives its consent as required by ORS 373.050(1) to any and all closure of streets intersecting the highway, if any there be in connection with or arising out of the Project covered by the Agreement.
6. Agency grants State the right to enter onto Agency right of way for the performance of duties as set forth in this Agreement.
7. Upon conveyance, by deed, of Units A-C to Agency, Agency agrees to accept State's right, title and interest; to accept jurisdiction and control over the property, and to maintain the property as a portion of its street system as long as needed for the service of persons living thereon or a community served thereby. Any right of way being conveyed in which State has any title shall be vested in Agency so long

as used for public street purposes. If said right of way is no longer used for public street purposes, it shall automatically revert to State.

8. Upon conveyance, by deed, of Units A-C to Agency, Agency agrees to accept all property, power costs and maintenance of features, pavement, drainage, signs, illumination, utilities, water lines, appurtenances, and all things within the conveyed right of way (with exception of items described in Paragraph 4, of State's Obligations).
9. Maintenance obligations for Units A-C shall supersede those set forth in any previous Agreements with Agency for these sections.
10. Agency agrees that title of Units A-C will not be vested in Agency until the subsequent conveyance, by deed, is executed by State, accepted by Agency, and recorded with the county in which the Agency is located. Agency agrees to accept all liability and maintenance responsibilities, as described in Paragraph 8 of Agency Obligations, immediately upon execution of this Agreement.
11. Agency shall return permit files, utility permit files, right of way maps and as-built files to State if any or a portion of Units A-C reverts to the State, or in the event that the OTC or designee does not approve the conveyance.
12. Agency acknowledges and agrees that State, the Oregon Secretary of State's Office, and their duly authorized representatives shall have access to the books, documents, papers, and records of Agency which are directly pertinent to the specific Agreement for the purpose of making audit, examination, excerpts, and transcripts during the course of the Project and for a period of six (6) years after final payment. Copies of applicable records shall be made available upon request. Payment for costs of copies is reimbursable by State.
13. Agency certifies and represents that the individual(s) signing this Agreement has been authorized to enter into and execute this Agreement on behalf of Agency, under the direction or approval of its governing body, commission, board, officers, members or representatives, and to legally bind Agency.
14. Agency's Project Manager for this Project is Chuck Mickelson, Public Works Director, City of Ontario, 444 S.W. 4th St., Ontario, Oregon, 97912, 541-881-3231, chuck.mickelson@ontariooregon.org, or assigned designee upon individual's absence. Agency shall notify the other Party in writing of any contact information changes during the term of this Agreement.

STATE OBLIGATIONS

1. State has requested and received an advance deposit from Agency in the amount of \$350,000 for PE and Right of Way. State will send out an additional letter of request to Agency for an advance deposit in the amount of \$549,000 approximately one (1) month prior to the PSE date of the Project.

2. State shall place signs that identify Project as "Oregon Jobs and Transportation Act". State may affix additional signage that identifies local funds used for the Project.
3. State shall be responsible for performance of 100 percent of maintenance as well as maintenance costs and power costs associated with all of the elements within the paved roadway, including asphalt, striping, signs, snow removal, signals, as well as the drainage swale and drain pipe outflow to the Snake River (outside of paved roadway). The power company shall send power bills directly to State.
4. State shall acquire all right of way for the Project in the name of the State.
5. State certifies, at the time this Agreement is executed, that sufficient funds are available and authorized for expenditure to finance costs of this Agreement within State's current appropriation or limitation of current biennial budget.
6. State shall, upon execution of this Agreement, convey, by deed, Units A-C to Agency, which were purchased by State for the construction of the East Idaho Avenue (Ontario Spur) project. Said project is complete and said portions of right of way are no longer needed. If said right of way is no longer used for public street purposes, it shall automatically revert to State.
7. Upon conveyance, by deed, of Units A-C to Agency, State relinquishes all maintenance, power costs, repair responsibilities, liabilities and including all appurtenances within the conveyed right of way, to Agency.
8. State agrees to furnish Agency any maps, records, permits, and any other related data available that may be required to administer Units A-C.
9. State agrees that it will notify the Travel Information Council (TIC) of the transfer of jurisdiction when there are any TIC signs on such facility, in accordance with ORS 377.708. TIC Sign Operations Officer, 229 Madrona Avenue SE, Salem, OR 97302, Phone: (503) 373-0870.
10. State's Project Manager for this Project is Sean P. Maloney, Project Leader, Oregon Department of Transportation, 1390 SE 1st Ave, Ontario, Oregon, 97914, 541-889-8558 ext. 235, Sean.Maloney@odot.state.or.us, or assigned designee upon individual's absence. State shall notify the other Party in writing of any contact information changes during the term of this Agreement.

GENERAL PROVISIONS

1. This Agreement may be terminated by mutual consent of both Parties.
2. State may terminate this Agreement effective upon delivery of written notice to Agency, or at such later date as may be established by State, under any of the following conditions:

- a. If Agency fails to provide services called for by this Agreement within the time specified herein or any extension thereof.
 - b. If Agency fails to perform any of the other provisions of this Agreement or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms, and after receipt of written notice from State fails to correct such failures within ten (10) days or such longer period as State may authorize.
 - c. If State fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow State, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement.
 - d. If federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the work under this Agreement is prohibited or if State is prohibited from paying for such work from the planned funding source.
 - e. If OTC or designee fails to approve the conveyance, by deed, of Units A-C, to the Agency.
3. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.
 4. Both Parties shall comply with all federal, state, and local laws, regulations, executive orders and ordinances applicable to the work under this Agreement, including, without limitation, the provisions of ORS 279C.505, 279C.515, 279C.520, 279C.530 and 279B.270 incorporated herein by reference and made a part hereof. Without limiting the generality of the foregoing, both Parties expressly agree to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Title V and Section 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.
 5. Both Parties shall perform the service under this Agreement as independent contractors and shall be exclusively responsible for all costs and expenses related to its employment of individuals to perform the work under this Agreement including, but not limited to, retirement contributions, workers compensation, unemployment taxes, and state and federal income tax withholdings.
 6. All employers, including both Parties, that employ subject workers who work under this Agreement in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage unless such employers are exempt under ORS 656.126. Both Parties shall ensure that each of its subcontractors complies with these requirements.
 7. Both Parties shall, to the extent permitted by the Oregon Constitution and the Oregon Tort Claims Act, indemnify, defend, save, and hold harmless each other,

their officers and employees from any and all claims, suits, and liabilities which may occur in their respective performance of this Project. Agency's total liability shall not exceed the tort claims limits provided in Oregon Tort Claims Act, ORS 30.260 to 30.300, for 'local public bodies'.

8. Notwithstanding the foregoing defense obligations under the paragraph above, neither Party nor any attorney engaged by either Party shall defend any claim in the name of the other Party or any agency/department/division of such other Party, nor purport to act as legal representative of the other Party or any of its agencies/departments/divisions, without the prior written consent of the legal counsel of such other Party. Each Party may, at anytime at its election assume its own defense and settlement in the event that it determines that the other Party is prohibited from defending it, or that other Party is not adequately defending its interests, or that an important governmental principle is at issue or that it is in the best interests of the Party to do so. Each Party reserve all rights to pursue any claims it may have against the other if it elects to assume its own defense.
9. The properties described above as Units A-C are conveyed subject, however, to the rights of any utilities located with said properties and further subject to the rights of the owners of said existing facilities, if any there be, to operate, reconstruct, and maintain their utility facilities presently located within said properties.
10. State and Agency are the only Parties to this Agreement and, as such, are the only Parties entitled to enforce its terms. Nothing in this Agreement gives or shall be construed to give or provide any benefit, direct, indirect or otherwise to third persons unless such third persons are expressly identified by name and specifically described as intended to be beneficiaries of its terms.
11. This Agreement may be executed in several counterparts (facsimile or otherwise) all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.
12. This Agreement and attached exhibits constitute the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either Party unless in writing and signed by both Parties and all necessary approvals have been obtained. Such waiver, consent, modification, or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of either Party to enforce any provision of this Agreement shall not constitute a waiver by that Party of that or any other provision.

Agency/State
Agreement No. 27785

THE PARTIES, by execution of this Agreement, hereby acknowledge that their signing representatives have read this Agreement, understand it, and agree to be bound by its terms and conditions.

This Project is in the 2010-2013 Statewide Transportation Improvement Program, Key #16792 that was approved by the Oregon Transportation Commission on December 16, 2010 (or subsequently approved by amendment to the STIP).

CITY OF ONTARIO, by and through its elected officials

By _____

Date _____

By _____

Date _____

APPROVED AS TO LEGAL SUFFICIENCY

By _____
Agency Counsel

Date _____

Agency Contact:

Chuck Mickelson, Public Works Director City of Ontario
444 S.W. 4th St.
Ontario, Oregon, 97912
541-881-3231,
chuck.mickelson@ontariooregon.org

State Contact:

Sean P. Maloney, Project Leader
Oregon Department of Transportation, 1390 SE 1st Ave, Ontario, Oregon, 97914 541-889-8558 ext. 235,
Sean.Maloney@odot.state.or.us

STATE OF OREGON, by and through its Department of Transportation

By _____
Highway Division Administrator

Date _____

APPROVAL RECOMMENDED

By _____
Technical Services Manager/Chief Engineer

By _____
State Right of Way Manager

Date _____

By _____
Region 5 Manager

Date _____

By _____
Region 5 Right of Way Manager

Date _____

By _____
District 14 Manager

Date _____

APPROVED AS TO LEGAL SUFFICIENCY

By _____
Assistant Attorney General

Date _____

EXHIBIT A
PROJECT DESCRIPTION
 City of Ontario
 US30 East Idaho Avenue

The Project consists of asphalt preservation and reconfiguration of the intersection of East Lane and East Idaho Avenue, and the repaving of East Idaho Avenue from Fourth Street to the Idaho border, and the design and reconstruction of approximately 300 feet of NE 4th St north of E Idaho Ave. The work includes: asphalt grinding, new asphalt placement, concrete paving, intersection reconfiguration, replace signal, striping, sidewalk (replace impacted sidewalk), landscaping (replace impacted), concrete medians, and signage.

Project Cost Estimate		Project Financing	
Preliminary engineering & design	\$ 250,000	Agency Contribution	\$899,000
Right-of-way purchase	\$ 200,000	JTA of 2009 Program	\$1,200,000
Construction	\$1,649,000	Total Funds	\$2,099,000
Total Project Cost	\$2,099,000		

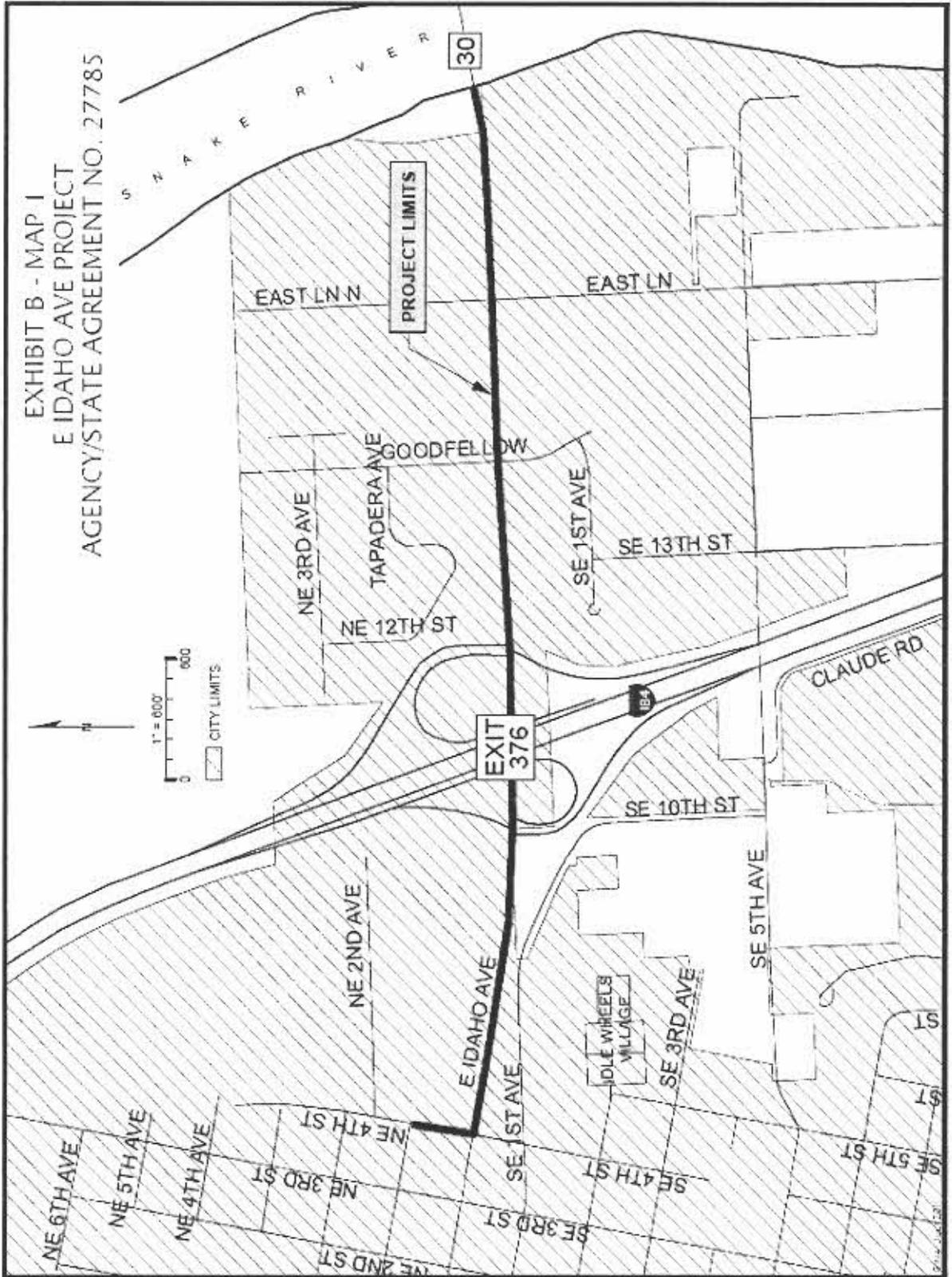


Exhibit B – Map 2 - Relinquishments of Units A-C

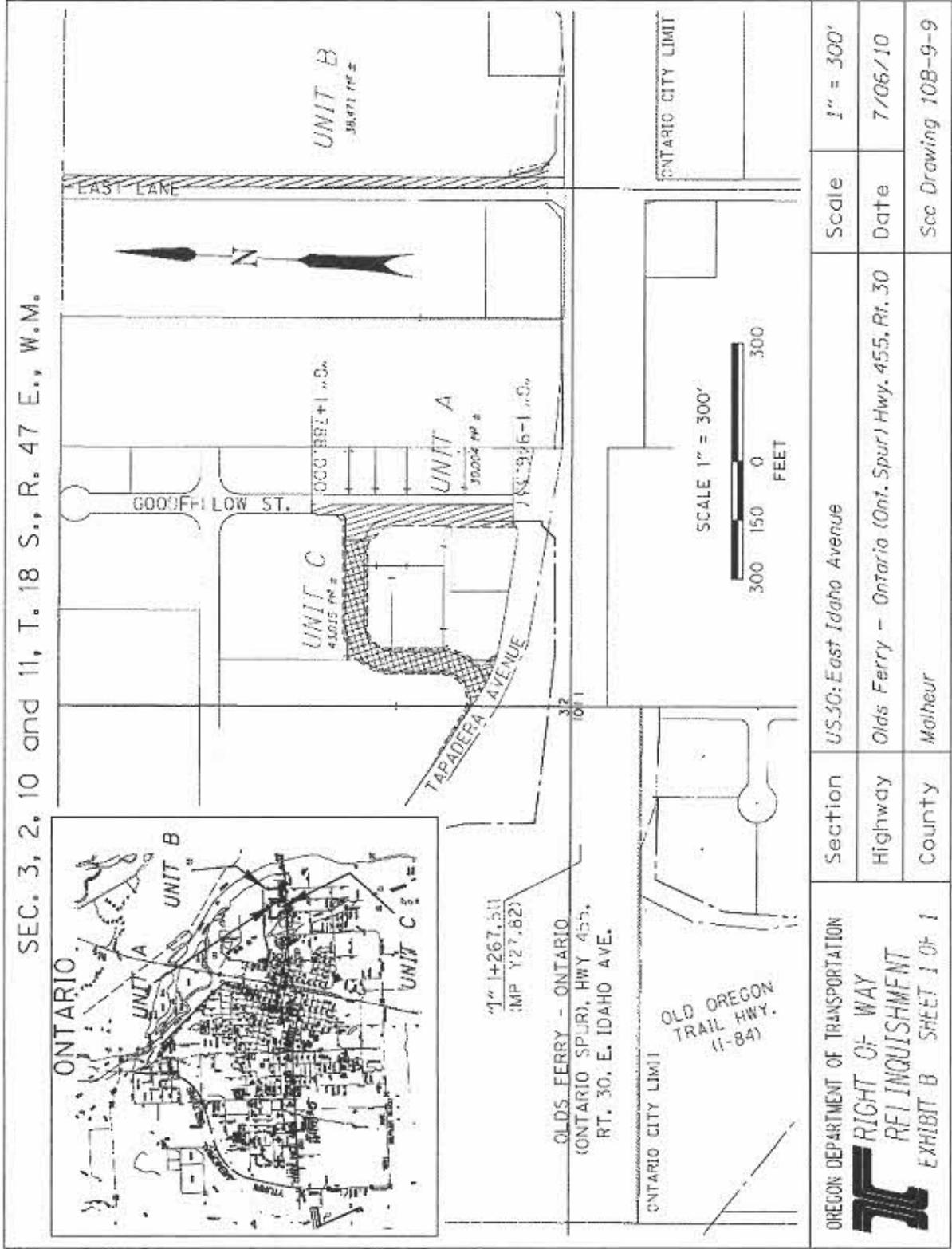


Exhibit C - Right of Way Descriptions of Units A-C

Units A-C are described as follows:

UNIT A

That portion of Goodfellow Street lying between Engineer's center line Station "G" 1+788.000 and "G"1+946.337 lying in Section 2, Township 18 South, Range 47 East, W.M., Malheur County, Oregon.

UNIT B

A parcel of land lying in Parcel 1 of Partition Plat No. 93-1, Malheur County, Oregon, and being a portion of that property acquired by the State of Oregon, by and through its Department of Transportation, in that Stipulated Final Judgment dated December 19, 1997, entered as Circuit Court Case No. 96-0928252L, Malheur County Oregon, and recorded January 29, 1998 Instrument No. 98-693 Malheur County Deed Records; said parcel being that portion of said property lying Northerly of the following described line: Beginning at a point opposite and 28.890 meters Northerly of the center line of the Olds Ferry - Ontario Highway, State Highway No. 455, US Route 30 (East Idaho Avenue) at Engineer's center line Station "I" 1+790.400, thence Easterly in a straight line to a point opposite and 27.000 meters Northerly of Engineer's center line Station "I" 1+823.000 on said center line, which said center line is described in said Stipulated Final Judgment.

UNIT C

A parcel of land lying in Lot 3, Block 6, INTERSTATE SUBDIVISION, Malheur County, Oregon and being that property described in that deed to the State of Oregon, by and through its Department of Transportation, recorded October 17, 1996 Instrument No. 96-7664 Malheur County Deed Records.

ALSO a parcel of land lying in Lots 2, 4, and 5, Block 6, INTERSTATE SUBDIVISION, Malheur County, Oregon and being a portion of that property described in that deed to the State of Oregon, by and through its Department of Transportation, recorded October 28, 1996 Instrument No. 96-7899 Malheur County Deed Records; and being a portion of that property acquired by the State of Oregon, by and through its Department of Transportation, in that Stipulated Final Judgment dated October 27, 1997, entered as Circuit Court Case No. 96-0928244L, Malheur County Oregon, and recorded January 29, 1998 Instrument No. 98-692 Malheur County Deed Records; the said parcel being that portion of said properties lying Westerly of a line at right angles to the center line of Tapadera Avenue at Engineer's Station "T" 0+971.600, which center line is described in said Judgment.

PUBLIC HEARING - AGENDA REPORT

July 18, 2011

TO: Mayor and City Council

FROM: David Richey, Planning & Zoning Administrator

THROUGH: Henry Lawrence, City Manager

SUBJECT: ORDINANCE #2660-2011: AN ORDINANCE FOR THE ANNEXATION OF 5 ACRES OF PROPERTY INTO THE CITY OF ONTARIO AND TO REZONE SAID PROPERTY FROM UGA-COMMERCIAL TO THE CITY C-2H GENERAL HEAVY COMMERCIAL. THE PROPERTY IS GENERALLY KNOWN AS TAX LOTS 200 & 605, ASSESSORS MAP 18S 47E-10AC, LOCATED AT 920 SE 5TH AVENUE, ONTARIO, A DE NOVO PUBLIC HEARING IN THE MATTER OF PLANNING FILE 2011-04-07 AZ MINISTORAGE, ON FIRST AND SECOND READING BY EMERGENCY

DATE: July 11, 2011

SUMMARY:

Attached are the following documents:

- Ordinance # 2660-2011
- Assessor's Map
- Property Description
- Consent to Annex Form

PREVIOUS COUNCIL ACTION:

None,

BACKGROUND:

The applicant, Jeff Petry and property owners Gary Poltash and Akikio Maeda, are requesting annexation of the subject 5 acre parcel to the City of Ontario for purpose of building a mini storage facility.

On June 13, 2011 the Planning Commission recommended annexation and rezone from Urban Growth Area Commercial to City zone classification of C-2H General Heavy contained in Planning File 2011-04-07 AZ, which was applicable to five acres of property generally known as Tax Lot 200 & 605, Assessors Map 18S 47E –10AC, located at 920 SE 5th Avenue, Ontario.

RECOMMENDATION:

At their June 13, 2011 meeting, the Planning Commission recommended approval of the request.

PROPOSED MOTIONS:

- 1) I move that the City Council accept the Findings of Fact as presented (or amended).
- 2) I move that the City Council approve the passage of Ordinance #2660-2011 on Emergency Reading.
- 3) I move that the Council adopt Ordinance #2660-2011, AN ORDINANCE PROCLAIMING THE ANNEXATION OF CERTAIN TERRITORY TO THE CITY OF ONTARIO; AND WITHDRAWING SAID TERRITORY FROM THE ONTARIO RURAL FIRE PROTECTION DISTRICT; AND WITHDRAWING SAID TERRITORY FROM THE ONTARIO RURAL ROAD ASSESSMENT DISTRICT NO. 3; AND REZONING SAID PROPERTY FROM UGA- COMMERCIAL TO CITY C-2H GENERAL HEAVY COMMERCIAL; AND DECLARING AN EMERGENCY FOR PROPERTY LOCATED AT 920 SE 5TH AVENUE, ONTARIO, TAX LOT 200 & 605, MAP 18S 47E-10AC (First Reading by Title Only).
- 4) I move that the Council adopt Ordinance #2660-2011, AN ORDINANCE PROCLAIMING THE ANNEXATION OF CERTAIN TERRITORY TO THE CITY OF ONTARIO; AND WITHDRAWING SAID TERRITORY FROM THE ONTARIO RURAL FIRE PROTECTION DISTRICT; AND WITHDRAWING SAID TERRITORY FROM THE ONTARIO RURAL ROAD ASSESSMENT DISTRICT NO. 3; AND DECLARING AN EMERGENCY. FOR PROPERTY LOCATED AT 920 SE 5TH AVENUE, ONTARIO, TAX LOT 200 & 605, MAP 18S 47E-10AC, on Second and Final Reading.

ORDINANCE #2660-2011

FINAL ORDER AND FINDINGS OF FACT IN THE MATTER OF PLANNING FILE 2011-04-07 AZ, THE ANNEXATION OF 5 ACRES OF PROPERTY INTO THE CITY OF ONTARIO INCLUDING THE ADJACENT HALF RIGHT-OF-WAY OF SE 5TH AVENUE AND TO REZONE SAID PROPERTY FROM UGA-COMMERCIAL TO THE CITY C-2H GENERAL HEAVY COMMERCIAL. THE PROPERTY IS GENERALLY KNOWN AS TAX LOT 200, ASSESSORS MAP 18S 47E-10AC, LOCATED AT 920 SE 5TH AVENUE, ONTARIO, AND DECLARING AN EMERGENCY

FINDINGS OF FACT:

- Whereas:** The proposal complies with applicable provisions of the Ontario Comprehensive Plan, Title 10 and its zone and administrative sections 10A and 10B; and,
- Whereas:** Notice has been sent to the Department of Land Conservation and Development a minimum of 45 days prior to this formal procedure to annex and in particular, rezone the subject property in accord with State Administrative Rules; and,
- Whereas:** The subject site is within the City of Ontario Urban Growth Area and thus approved under the rules and regulations of the State of Oregon for annexation to the City; and,
- Whereas:** The subject Urban Growth Area is classified as Commercial and the proposed zone is C-2H General Heavy Commercial which by name is consistent with the UGA classification, however it has land uses that are predominately light industrial in character;
- Whereas:** The property owner has formally requested that the subject site be annexed, the primary purpose of the annexation is to market the property for land uses that are allowed under the C-2H zone with the understanding that all land development requirements shall be met at the time of, or prior to construction; and,
- Whereas:** The subject site is immediately adjacent to the City boundary; and,
- Whereas:** Owners Gary Poltash and Akiko Maeda have signed the Consent to Annexation form;

- Whereas:** City emergency services are available to this site in a manner similar to other land in the City; and,
- Whereas:** All appropriate local notices have been given for this proposal and the public hearings it requires; and,
- Whereas:** The property is 5 acres in size and is known as Tax Lot 200, Assessor's Map #18S 47E 10AC; and,
- Whereas:** Pursuant to the formal application, the Ontario Planning Commission held a properly noticed public hearing on June 13, 2011 and made a recommendation to City Council; and,
- Whereas:** The City Council held a properly noticed public hearing on July 18, 2011, and reviewed all evidence and testimony submitted at the City of Ontario hearings.

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

Based upon the Comprehensive Plan, the procedures and regulations provided in Title 10, of the Comprehensive Plan and Zoning Ordinance, and the above listed Findings, the Ontario City Council hereby approves and adopts Ordinance #2660-2011 annexing and rezoning the 5 acre property identified as Tax Lot 200, Assessor's Map #18S 47E 10AC shown on map as Attachment "A" and specifically described in Attachment "B", and rezones said land to C-2H, General Heavy Commercial.

Further, both first and second readings and suspension of the 30 day effective date of this ordinance shall be completed in a single motion.

PASSED AND ADOPTED by the Common Council of the City of Ontario this _____ day of _____, 2011 by the following vote:

AYES:

NAYS:

ABSENT:

APPROVED by the Mayor this _____ day of _____, 2011.

Joe Dominick, Mayor

ATTEST:

Tori Barnett, MMC, City Recorder

ASSESSOR'S MAP



Annexation Description
Jeff Petry / Gary Poltash / Akikio Maeda

Land in Malheur County, Oregon, as follows:

In Twp. 18S., R. 47 E., W.M.,:

Sec. 10: W1/2NE1/4SW1/4NE1/4,

ALSO that portion of the SW1/4NE1/4 described as follows:

Beginning at the Southeast corner of the W1/2NE1/4SW1/4NE1/4;

thence South 10 Feet;

thence N 89°59'14" W, parallel with the South boundary of said W1/2NE1/4SW1/4NE1/4,
approximately 264 feet to a point 594 feet West of the East boundary of said SW1/4NE1/4;

thence North 10 Feet;

thence S 89°59'14" E, coincident with the South boundary, approximately 264 feet to the Point
of Beginning.

TOGETHERWITH that portion of the SW1/4NE1/4 described as follows:

Commencing at the Northwest corner of said SW1/4NE1/4;

thence S 0°15'40" E, 406.71 feet to the Northwest corner of Sierra Subdivision as filed in Book
4. Page 9, Plat records;

thence S 89°59'57" E, 208.71 feet;

thence N 0°15'40" W, 208.71 feet;

thence S 89°59'57" E, 442.34 feet to the Point of Beginning;

thence S 89°59'57" E, 8.50 feet;

thence S 0°07'49" E, 459.79 feet;

thence N 0°27'49" W, coincident with an existing fence, 368.03 feet;

thence N 89°59'57" W, 6.80 feet;

thence N 0°08'40" E, 91.77 feet to the Point of Beginning.

SUBJECT TO the Boundary line agreement along the northerly portion of the West boundary of the
above described parcel as recorded on May 27, 2009 under Instrument No. 2009-4151.

City of Ontario Planning and Zoning Application Form
444 SW 4th Street, Ontario, OR 97914
Permit Center Annex: 458 SW 3rd Street
Voice (541) 881-3224 / (541) 881-3222
Fax (541) 881-3251



CONSENT TO ANNEXATION

FILE # _____ Date Received _____

Fee: \$138.00 + 2 cents per square foot Accepted as Complete _____

Know all men by these presents, that we, the undersigned, being owners, contract purchasers, mortgagees, or security holders upon a portion of land described below and which is proposed to be annexed to the City of Ontario, do hereby give our irrevocable consent that such land be annexed to the City of Ontario, and that our consent may be filed with the City Council of Ontario Oregon and that an election shall be held in said territory or within posted therein. This consent is given pursuant to ORS Section 222.17B.

Name <u>GRIFF BERTSON</u>	Signature <u>[Signature]</u>
Name <u>AKIKO MASON BERTSON</u>	Signature <u>[Signature]</u>
Name _____	Signature _____

The above signatures on the original consents were filed in the office of the City Recorder in accordance with State Statute. The above parties are all the property owners within the territory to be annexed.

City Recorder

Property Information:

Address 920 SE 5th Avenue, Ontario, Oregon
Tax Map # 18B47E10AC Tax Lot #(s) 200 & 606
Tax Map # _____ Tax Lot #(s) _____
Lot size 4.89 acres Zoning County UGA
Existing use Single Family
Proposed City zone C-2H

Please provide a legal description on a separate sheet.

OFFICE USE ONLY

120 day time limit	Accepted as complete _____	Final decision by _____
BLCD 45-day notice required	Y/N Date mailed _____	Date of first hearing _____
Notice of PC Hearing	Date mailed _____	Present on site _____
Notice to audit	Publication date _____	Revised _____
Hearing dates	PC _____	CC _____
Notice of Decision	Date mailed _____	Appeal deadline _____
Legal description to DOR	_____	
Associated applications	_____	