AGENDA

CITY COUNCIL - CITY OF ONTARIO, OREGON

August 15, 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, August 10, 2011, and a study session was held on Thursday, August 11, 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) Local Contract Review Board Action:

A) Authorize Execution of Contract with Oster Professional Group, PC, for Financial Audit Services Covering Fiscal Year July10, 2010 to June 30, 2011 1-46

5) Consent Agenda: Motion Action Approving Consent Agenda Items

A) Approval of Minutes of Regular Meeting of 08/01/2011 47-49

B) Resolution #2011-122: Authorizing Carry-Forward of Project Expenditures w/in Capital Projects Fund and Water Fund for CIP Wat-4 and CIP Wat-6 50-53

C) Approval of the Bills

6) **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.

7) New Business

A) Approval of Supplemental Agreement for Design of NW Washington Avenue Realignment and Park Boulevard Project between City of Ontario and CH2M-Hill 54-74

B) Snake River Transit Bench and Shelter Locations 75-92

8) Topics for Discussion - Thursday

A) Park & Ride

B) Ontario Fire Department - 24-hour Shift Study

9) Correspondence, Comments and Ex-Officio Reports

10) Executive Session:

A) ORS 192.660(2)(e): Real Property

11) Adjourn

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

The City of Ontario does not discriminate in providing access to its programs, services and activities on the basis of race, color, religion, ancestry, national origin, political affiliation, sex, age, marital status, physical or mental disability, or any other inappropriate reason prohibited by law or policy of the state or federal government. Should a person need special accommodations or interpretation services, contact the City at 889-7684 at least one working day prior to the need for services and every reasonable effort to accommodate the need will be made. T.D.D. available by calling 889-7266.

AGENDA REPORT
August 15, 2010

TO: Mayor and City Council

FROM: Henry Lawrence, City Manager

SUBJECT: Hiring Oster Professional Group, PC as the audit firm for a one-year contract

DATE: August 10, 2011

SUMMARY:

Attached are the following documents:

- Proposal from Oster Professional Group, PC, date June 2, 2011
- Proposed Letter contract of engagement, dated July 15, 2011

The purpose of this agenda item is for the Council to consider hiring Oster Professional Group, PC as the City of Ontario audit firm for a one-year contract to audit fiscal year beginning July 1, 2010 and ending June 30, 2011.

DISCUSSION

For a number of years the City of Ontario has been audited by the firm of Dickey Tremper from Pendleton. Although the firm has continued to serve the City well, it is good practice to occasional change to another firm to avoid having the relationship between the staff and auditors become too familiar and routine.

Due to Rachel Hopper taking another position with the school district, and the recent appointment of a new Finance Director, there is no time to conduct a routine request for proposals and expect to be successful in being able to schedule an audit firm's staff during the height of the audit season. Consequently, prior to Rachel Hopper's departure, she asked the Oster Group to provide a proposal for a one-year contract to audit the City's finances for fiscal year July 1, 2010 to June 30, 2011, and calendar the city for an audit contingent on Council approval. Oster Group is the auditor for the 8c School District, and was also the auditor for TVCC for 10 years. Their client list is included in their proposal.

Subject to approval of a contract, the Oster Group has scheduled their staff for an October 2011 audit. They will also be present at city hall in August to do some advance testing and planning for the audit. Oster Group proposes to provide the audit services for a not-to-exceed fee of $19, 965.

The City may hire Oster Professional Group, PC to provide professional financial auditing services without soliciting proposals from other auditing firms if the City follows the procedure in Section 7.1 of the Ontario Financial Policies Manual. This Section exempts personal services contracts from the public bidding process. Personal services contracts include those between the City and accountants. Section 7.1 allows the City Council to enter into such contracts if sits as a local contract review board and declares the particular contract to be a personal services contract and waives the City's solicitation requirements for the contract.

STAFF RECOMMENDATION:

Staff recommends that the Council hire Oster Professional Group, PC to audit the City of Ontario fiscal year beginning July 1, 2010 and ending June 30, 2011.

PROPOSED MOTIONS:

1) "I move that the Mayor and City Council, sitting as a local contract review board, declare the Oster Professional Group, PC representation letter of July 15, 2011 is a personal services contract under Section 7.1 of the Ontario Financial Policies Manual."

2) "I move that the Mayor and City Council, sitting as a local contract review board, approve the personal services contract with Oster Professional Group, PC without soliciting proposals from other auditing firms."

Oster Professional Group
Certified Public Accountants, PC

George W. Wilber, CrFA, CPA
Robert M. Armstrong, CPA
Mary Jo Evers, CFE, CPA

Arlie W. Oster, CPA (1931-1998)
Brian R. Whitman, CPA
Cara R. Wilber, CPA
Jessica A. Knowles, CPA
Kari J. Ott, CPA

July 15, 2011

Honorable Mayor and City Council
City of Ontario
444 SW 4th Street
Ontario, Oregon 97914

This contract, made this _____ day of _____, 2011, in accordance with the requirements of Oregon Revised Statutes 297.405 through 297.555 between Oster Professional Group, CPA's, PC (OPG) of Burns, Oregon, and City of Ontario (City) provides as follows:

1) It hereby is agreed that OPG shall conduct an audit of the accounts and fiscal affairs of the City for the period beginning July 1, 2010 and ending June 30, 2011 in accordance with Minimum Standards for Audits of Oregon Municipal Corporations as prescribed by law. The audit shall be undertaken in order to express an opinion upon the financial statements of the City and to determine if the City has substantially complied with appropriate legal provisions.

2) OPG agrees that the services it has contracted to perform under this contract shall be rendered by it or under its personal supervision and that the work will be faithfully performed with care and diligence.

3) It is understood and agreed that, should unusual conditions arise or be encountered during the course of the audit whereby the services of OPG are necessary beyond the extent of the work contemplated, written notification of such unusual conditions shall be delivered to the City who shall instruct in writing OPG concerning such additional services, and that a signed copy of each notification and instruction shall be delivered immediately to the Secretary of State by the party issuing the same.

4) The audit shall be started as soon after this contract is executed as is agreeable to the parties hereto and shall be completed and a written report thereon delivered within a reasonable time, but not later than six months after the closing of the audit period covered by this contract, unless an extension of time is agreed upon. Adequate copies of such report shall be delivered to the City and its form and content shall be in accordance with and not less than that required by the Minimum Standards for Audits of Oregon Municipal Corporations.

77 W. Adams Street, Burns, Oregon 97720
Phone (541) 573-6153 FAX (541) 573-5605
Toll free 1-877-229-8706
www.opgcpa.com

5) It is understood and agreed that the City is responsible for such financial statements as may be necessary to fully disclose and fairly present the results of operations for the period under audit and the financial condition at the end of that period. Should such financial statements not be prepared and presented within a reasonable period of time, it is understood that OPG shall draft them for the City.

6) It is understood and agreed that either party may cancel this contract by giving notice in writing to the other party at least ninety days prior to July 1 of any year.

7) In consideration of the faithful performance of the conditions, covenants, and undertakings herein set forth the City hereby agrees to pay OPG the sum of $19,965 and the City hereby affirms that proper provision for the payment of such fee has been or will be duly made and that funds for the payment thereof are or will be made legally available.

Oster Professional Group, CPA's, PC

By: _____

City of Ontario

By: _____

Oster Professional Group
Certified Public Accountants, PC

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July 15, 2011

Honorable Mayor and City Council
City of Ontario
444 SW 4th Street
Ontario, Oregon 97914

We are pleased to confirm our understanding of the services we are to provide for City of Ontario (the City) for the year ended June 30, 2011. We will audit the financial statements of the City as of and for the year ended June 30, 2011.

Accounting standards generally accepted in the United States provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement City of Ontario's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historic context. As part of our engagement, we will apply certain limited procedures to City of Ontario's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist principally of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. This audit agreement is in accordance with the requirements of Oregon Revised Statutes 297.405 through 297.555. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited.

- Management's discussion and analysis

Supplementary information other than information mentioned above, also accompanies City of Ontario's basic financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the basic financial statements and certain procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America and will provide an opinion on it in relation to the basic financial statements as a whole:

- Schedule of expenditures of federal awards
- Budgetary comparison schedules
- Combining and individual fund statements
- Other supporting schedules

The following additional information accompanying the basic financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, and for which our

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auditor's report will not provide an opinion or any assurance:

- Introductory information, such as List of Elected and Appointed Officials or Directors, and organizational charts

Audit Objectives

The objective of our audit is the expression of opinions as to whether the financial statements are fairly presented, in all material respects, in conformity with accounting principles generally accepted in the United States of America and to report on the fairness of the additional information referred to in the second paragraph when considered in relation to the financial statements taken as a whole. The objective also includes reporting on:

- Internal control related to the financial statements and compliance with laws, regulations, and the provisions of contracts or grant agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.

- Internal control related to major programs and an opinion (or disclaimer of opinion) on compliance with laws, regulations, and the provisions of contracts or grant agreements that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*.

The reports on internal control and compliance will each include a statement that the report is intended solely for the information and use of management, the body or individuals charged with governance, others within the entity, specific legislative or regulatory bodies, federal awarding agencies, and if applicable, pass-through entities and is not intended and should not be used by anyone other than those specified parties.

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America; the standards for financial audits contained in *Government Auditing Standards,* issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; the provisions of OMB Circular A-133; and with *Minimum Standards for Audits of Oregon Municipal Corporations.*

Our audit will include tests of the accounting records of City of Ontario, a determination of major program(s) in accordance with OMB Circular A-133, and other procedures we consider necessary to enable us to express an opinion whether the financial statements prepared as part of this engagement are fairly presented, in all material respects, in conformity with generally accepted accounting principles and *Minimum Standards for Audits of Oregon Municipal Corporations*. If our opinions on the financial statements or the Single Audit compliance are other than unqualified, we will fully discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or if we are unable to form an opinion on the financial statements, we may disclaim an opinion or not issue a report.

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. Also, we will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance regarding the detecting abuse. As required by the Single Audit Act Amendments of 1996 and OMB Circular A-133, our audit will include tests of transactions related to major federal award programs for compliance with applicable laws and

regulations and the provisions of contracts and grant agreements. However, because of the concept of reasonable assurance and because we will not perform a detailed examination of all transactions, there is a risk that material misstatement or noncompliance may exist and not be detected by us. We will inform you of any material errors, fraudulent reporting, or misappropriation of assets that come to our attention. In addition, we will inform you of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. We will also include matters in the reports required for a Single Audit.

As part of obtaining reasonable assurance about whether the financial statements are free from material misstatement, we will perform tests of the City's compliance with applicable laws and regulations and the provisions of contracts and agreements. However, the objective of our audit will not be to provide an opinion on overall compliance and, therefore, we will not express such an opinion. Our responsibility as auditors is limited to the period covered by our audit and does not extend to matters that might arise during any later periods for which we are not engaged as auditors. Management maintains the responsibility for identifying and ensuring that City of Ontario complies with applicable laws, regulations, contracts, and other agreements.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, may include tests of the physical existence of inventories, and will include direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from the City's attorneys as part of the engagement, and they may bill the City for responding to this inquiry. At the conclusion of our audit, we will also request certain written representations from management about the financial statements and related matters.

An audit includes obtaining an understanding of internal control sufficient to plan the audit and to determine the nature, timing and extent of audit procedures to be performed for the purpose of expressing our opinions on the financial statements of City of Ontario and on its compliance with requirements applicable to major programs. Tests of controls may be performed to test the effectiveness of certain controls that we consider, in our professional judgment, relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be required to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by OMB Circular A-133, we will perform tests of controls to evaluate the effectiveness of the design and operation of controls that in our professional opinion are relevant to preventing or detecting material noncompliance with the requirements applicable to each major federal award program. Our tests, however, will be less in scope than what would be required to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to OMB Circular A-133.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies in internal control. However, during the audit, we will communicate internal control related matters to management and those charged with governance as required by the American Institute of Certified Public Accountants professional standards, *Government Auditing Standards*, and OMB Circular A-133.

As stated in this letter under Management Responsibilities, compliance with laws, regulations, contracts, and grant agreements applicable to City of Ontario is the responsibility of management. As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the City's compliance with certain provisions of laws and regulations, contracts and grants. However, the objective of those procedures will not be to provide an opinion of overall

compliance of such provisions and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards.*

OMB Circular A-133 requires that we also plan and perform the audit to obtain reasonable assurance about whether the client has complied with applicable laws and regulations and the provisions of contracts and agreements applicable to major programs. Our procedures will consist of the applicable procedures described in the "*OMB Circular A-133 Compliance Supplement*" for the types of compliance requirements that could have a direct and material effect on each of the City's major programs. The purpose of these procedures will be to express an opinion on the City's compliance with requirements applicable to each of its major program in our report on compliance issued pursuant to OMB Circular A-133.

Management Responsibilities

Management is responsible for establishing and maintaining internal control and for the compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. In fulfilling this responsibility estimates and judgments are required to assess the expected benefits and related costs of the controls. The objectives of internal control are to provide management with reasonable, but not absolute, assurance that assets are safeguarded against loss from unauthorized use or disposition, that transactions are executed in accordance with management's authorizations and recorded properly to permit the preparation of financial statements in accordance with generally accepted accounting principles, and that federal award programs are managed in compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants.

We understand that you will make all financial records and related information available to us for our audit and that you are responsible for the accuracy and completeness of that information. The management of City of Ontario has the responsibility for the proper recording of transactions in the books of accounts, for establishing and maintaining effective internal controls, including monitoring ongoing activities, for the safeguarding of assets, for ensuring the compliance with applicable laws and regulations, and for the preparation and substantial accuracy of the financial statements. Although we may advise you about appropriate accounting principles and their application, the selection and method of application are the sole responsibility of the City's management. As part of our engagement, we may also propose standard, adjusting, or correcting journal entries to your financial statements. Management, however, has final responsibility for reviewing the proposed entries and understanding the nature and impact of the proposed entries to the financial statements. It is our understanding that management has designed qualified individuals with the necessary expertise to be responsible and accountable for overseeing all the services performed as part of this engagement, as well as evaluating the adequacy and results of those services and accepting responsibility for the services. In addition, management is responsible for adjusting the financial statements for all material adjustments and for confirming to us in the management representation letter that all uncorrected misstatements aggregated by us during the current audit engagement are immaterial, both individually and in the aggregate, to the financial statements take as a whole.

Management is also responsible for identifying and ensuring that the entity complies with applicable laws and regulations applicable to its activities. Also, as required by OMB Circular A-133, it is management's responsibility to follow up and take corrective action on reported audit findings and to prepare a summary schedule of prior audit findings and a corrective action plan. We will ask to review the summary schedule of prior audit findings and the corrective action plan as part of your engagement.

By your signature below, you acknowledge that you are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government that involves (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Management is also responsible for informing us of its knowledge of any allegations of fraud or suspected fraud affecting the government that has been received in communications from employees, former employees, grantors, regulators, or others. In addition, management is responsible for identifying and

ensuring that the entity complies with applicable laws and regulations and for taking timely and appropriate actions to remedy any fraud, illegal acts, or violations of contracts and agreements. You agree that you will confirm to us in your management representation letter your understanding of your responsibilities as defined in this letter.

Engagement Administration, Fees, and Other Matters

The audit shall be started as soon after the contract is executed as is agreeable to the parties hereto, and shall be completed and a written report thereon delivered within a reasonable time, but not later than six months after the close of the audit period, unless an extension of time is agreed upon. George Wilber is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another qualified firm representative to sign the audit report. Adequate copies of the audit shall be delivered to the City and its form and content shall be in accordance with and not less than that required by the *Minimum Standards for Audits of Oregon Municipal Corporations*.

We understand that the City's employees will prepare all confirmations we request and will locate any documents selected by us for testing.

Once the books are ready for audit, we will begin fieldwork as scheduled. The books will be considered ready for audit when:

1. All activity is recorded in the accounting records and properly classified by fund.
2. Trial balance, in electronic Microsoft Excel format, has been provided at least 2 weeks prior to scheduled fieldwork.
3. Financial statements have been prepared in accordance with generally accepted accounting principles or other basis of accounting as appropriate and *Minimum Standards for Audits of Oregon Municipal Corporations.*
4. General ledger cash accounts have been reconciled to the statements provided by your financial institutions.
5. A listing of accounts receivable (FY2011 revenue received after 6/30/11), if applicable, have been listed by fund and income account, evaluated for collectability and amounts received within 60 days of year-end identified.
6. Inventories, if applicable, have been counted and valued.
7. A list of property and equipment acquired or disposed of, with dates and amounts, is prepared, depreciation calculated, and a complete listing of fixed assets is available.
8. A listing of accounts payable (FY2011 expenses paid after 6/30/11), if applicable, to vendors and others is prepared and summarized by fund and expense account.
9. Payroll tax reports through the end of the fiscal year have been completed and reconciled to the general ledger.
10. A list of elected officials and their addresses at June 30 is prepared and made available.
11. New leases, contracts, and notes payable are summarized and made available for review.
12. A summary of current, pending or threatened litigation is prepared.
13. A schedule of expenditures of federal awards is prepared and reconciled to the general ledger revenue accounts.
14. See attached packet for items and examples specific to your audit.

If you are unable to complete some part of the necessary accounting work to have your books ready for audit we are available to assist you. If the City desires to engage Oster Professional Group, CPA's (OPG) for assistance a separate contract for services will be prepared prior to commencement. To maintain our independence and, therefore, our ability to perform your audit in accordance with professional standards, there may be some limitations on the type of services that could be provided.

At the conclusion of the engagement, OPG will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. We will provide necessary copies of our reports to the

organization; however, it is management's responsibility to submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditor's reports, and a corrective action plan) along with the Data Collection Form to the designated federal clearinghouse and, if appropriate, to pass-through entities. We will coordinate with you the electronic submission and certification. The Data Collection Form and the reporting package must be submitted within the earlier of 30 days after receipt of the auditor's reports or nine months after the end of the audit period, unless a longer period is agreed to in advance by the cognizant or oversight agency for audits.

By your signature below, you acknowledge that the audit documentation in connection with this engagement is the property of OPG and constitutes confidential information. However, in accordance with applicable laws and regulations, we may be requested to make certain audit documentation available to and/or to provide copies of selected audit documentation to a cognizant or oversight agency or its designee, a federal agency providing direct or indirect funding, or the United States General Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify management of any such request.

It is our policy to keep records related to this engagement for a minimum of five years after the report release or for any additional period requested by interested parties. However, OPG does not keep any original client records, so we will return those to you at the completion of the services rendered under this engagement. When records are returned to you, it is your responsibility to retain and protect your records for possible future use, include potential examination by any government or regulatory agencies. By your signature below, you acknowledge and agree that upon the expiration of the minimum of five year after the report release, OPG shall be free to destroy our records related to this engagement.

Based on our estimates, the fee for your audit should not exceed $19,965. This estimate is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss the reasons with you and arrive at a new fee estimate before we incur the additional costs.

We do not charge for incidental telephone calls and inquiries, and we encourage you to use us as a resource throughout the year. Where we find that you need services that will require an additional fee, we can discuss those services and estimate a fee for you at that time.

If a dispute arises among the parties hereto, the parties agree to first try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its Rules of Professional Accounting and Related Services Division before resorting to litigation. The costs of any mediation proceedings shall be shared equally by all parties.

Government Auditing Standards require that we provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract. Our peer review report for the year ended May 31, 2010, accompanies this letter.

We appreciate the opportunity to be of service to the City, and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

George W. Wilber, CrFA, CPA
Oster Professional Group, CPA's, PC

This letter correctly sets forth the understanding of City of Ontario.

By:_____

Title:_____

Date:_____

J. ROBERT WALL, C.P.A.
KAREN S. WALL, C.P.A.

System Review Report

August 16, 2010

To the Partners of
Oster Professional Group, CPAs, P.C.
and the Peer Review Committee of the Oregon Society of CPAs (OSCPA)

We have reviewed the system of quality control for the accounting and auditing practice of Oster Professional Group, CPAs, P.C. (the firm) in effect for the year ended May 31, 2010. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants. The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review. The nature, objectives, scope, limitations of, and the procedures performed in a System Review are described in the standards at www.aicpa.org/prsummary.

As required by the standards, engagements selected for review included engagements performed under *Government Auditing Standards*.

In our opinion, the system of quality control for the accounting and auditing practice of Oster Professional Group, CPAs, P.C. in effect for the year ended May 31, 2010, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Oster Professional Group, CPAs, P.C. has received a peer review rating of *pass*.

Wall & Wall, P.C., CPAs

Wall & Wall, P.C., Certified Public Accountants

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Received 1/20/11: ltr

Oster Professional Group

Certified Public Accountants, PC

Burns and John Day, Oregon

Proposal for
City of Ontario
for
Professional Auditing Services

Prepared by

George W. Wilber, CrFA, CPA
Oster Professional Group, CPA's, PC
77 West Adams
Burns, OR 97720
(541) 573-6151

By

June 2, 2011

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Letter of Transmittal

Oster Professional Group
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Kari J. Ott, CPA

June 2, 2011

City of Ontario
Attn: Rachel Hopper
444 SW 4th Street
Ontario, OR 97914

Dear Rachel:

We are pleased to provide you with our written proposal and cost estimate to perform the annual audit of the City of Ontario for the year ending June 30, 2011. We understand your need to have accounting professionals who are experienced in auditing municipalities and can provide quality service at a reasonable price. We believe that Oster Professional Group, CPA's are uniquely qualified to meet these needs for the following reasons:

- **Specific Audit Expertise** - Our professional team has extensive experience in serving a broad base of municipal and non-profit clients receiving federal funds and requiring annual financial and compliance audits/monitoring.

- **Qualifications** - Oster Professional Group, CPA's has taken the necessary steps to insure its professional team is well informed and current on issues related to governmental, special district, and not for profit auditing. One of the ways this is done is by having audit team members become municipal auditors licensed by the State of Oregon. Principals, George W. Wilber, Robert M. Armstrong, and Mary Jo Evers are licensed accordingly. In addition, the senior accountants at the Burns office, Kari Ott and Cara Wilber also possess municipal auditor licensing.

- **Firm Philosophy** - We strongly believe in providing our audit clients with an experienced and stable engagement team. Unlike larger firms who are annually hiring and training new staff, often at the expense of the client, we utilize an engagement team consisting of at least one of the firm's owners and team members who have worked together continuously for several years. The current engagement team has completed over 350 municipal/governmental audits together and has accumulated in excess of 40,000 hours of audit experience.

We understand that the scope of the audit would include all operations of the City of Ontario. Our audit would be conducted in accordance with generally accepted auditing standards, and *Government Auditing Standards*, issued by the Comptroller General of the United States. In addition, our audit would include financial and compliance matters contained in the Oregon Revised Statutes, Oregon Administrative Rules including Minimum Standards for Audits of Oregon

Municipal Corporations, and all other applicable state and federal regulations. Those standards require that we plan and perform the audit to obtain reasonable assurance that the financial statements are free of material misstatement.

The audit will also be performed in accordance with the provisions of the following as they pertain to financial and compliance audits.

- Standards for Audits of Governmental Organizations, Programs, Activities and Functions.
- Guideline for Financial and Compliance Audits of Federally Assisted Programs.
- Any official pronouncements impacting municipal accounting and financial reporting, including recently amended audit regulations.

We very much want to be your accounting and auditing firm. Every aspect of our approach reflects the personal involvement of our team and an experienced auditor's perspective. You can be assured that you are an important client of Oster Professional Group, and we will provide personal, creative and timely service.

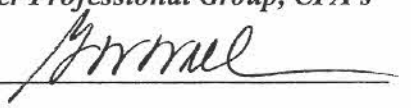
For the purposes of this proposal the following persons are authorized to make representations for our firm:

George W. Wilber	Owner	77 West Adams St., Burns, OR 97720	(541) 573-6151
Mary Jo Evers	Owner	77 West Adams St., Burns, OR 97720	(541) 573-6151

After you have had the opportunity to review our proposal, we would be pleased to answer any additional questions. We wish to thank you for the opportunity of submitting this proposal and will look forward to hearing from you.

Very truly yours,

Oster Professional Group, CPA's

By 

I. Organizational Structure and Office to Perform Audit

I. Organizational Structure and Office to Perform Audit

Oster Professional Group, CPA's (OPG) is a full-service accounting, auditing and tax preparation firm providing services to more than 1,600 private and public clients throughout central and eastern Oregon. OPG is the immediate successor organization to Oster and Arntz, a partnership of Arlie W. Oster and James K. Arntz. Mr. Oster founded the firm in 1963 and operated under four other partnerships before forming Oster and Arntz in 1989. The corporation was formed in 1992 and on January 1, 1993, Robert M. Armstrong and George W. Wilber acquired 100 percent of the outstanding shares of stock in the corporation. Mr. Oster served the firm as a consultant and employee until his death in 1998. On January 1, 1997, OPG acquired the John Day accounting practice of David W. Freeman, CPA, PC. On January 1, 2009, Mary Jo Evers acquired 10 percent of the outstanding share in the corporation. On July 1, 2009, OPG acquired the John Day accounting practice of Brian R. Whitman, CPA.

OPG operates two offices in eastern Oregon. The Burns office was opened in August 1963 by Arlie Oster and has operated successfully for the last 47 years. The Burns office currently has a professional staff of four full-time CPA's. George Wilber, Mary Jo Evers, Kari Ott, and Cara Wilber are all licensed municipal auditors. George Wilber and Mary Jo Evers are certified in financial forensics. Mr. Wilber is also a Certified Forensic Accountant while Mrs. Evers is a Certified Fraud Examiner. In addition to the professional staff, the Burns office employs three full-time staff accountants and three full-time accounting paraprofessionals. The Grant County office is located in John Day and was opened in December 1991 to better serve a growing client base in northeast Oregon. Mr. Armstrong, a licensed municipal auditor, manages the Grant County office and is assisted by two CPA's, three staff accountants and two accounting paraprofessionals.

OPG strongly believes in providing our audit clients with experience and continuity in its engagement team. Unlike many firms who annually hire and train new staff, often at the expense of the client, OPG employs an engagement team consisting of the firm's owners and team members who have worked together continuously for many years. As an audit client of the Burns office you can be assured of working directly with Mr. Wilber and Mrs. Evers throughout the engagement. OPG assigns and rotates audit focus areas among its professionals as needed; however, we also believe that continuity in audit staff creates increased thoroughness in the audit and allows for a more in depth audit to be performed. In addition, members of the team are available for ongoing consultations during the years covered by the engagement. As an important audit client to OPG, you will receive our personal, creative and timely service throughout the engagement.

Our audit clients can be assured that Oster Professional Group, CPA's has the experience and resources necessary to perform local government, special district, and not-for-profit audits in accordance with all applicable state and federal professional standards. Auditing is a dynamic and integral part of the firm and the services we offer. OPG complies with the Equal Employment Opportunity Act and does not discriminate on the basis of race, color, religion, national origin, ancestry, age, sex, marital status, or handicap, in employment, provision of services, or otherwise.

With offices in Burns and John Day, it will be the Burns office that would provide your auditing service. The engagement team for the City of Ontario audit could consist of partners, George Wilber and Mary Jo Evers, and senior accountants, Kari Ott and Cara Wilber, and a number of staff accountants that are deemed necessary.

As a firm dedicated to protecting the public by conducting thorough audits of governmental agencies, we view auditing as a privilege and not just a task. We enjoy our work and our clients enjoy working with us. If we are given this honor of your audit, you will see the difference of having a "friendly" and professional audit as our other clients have.

II. Engagements with Other Governmental Agencies

II. Engagements with Other Governmental Agencies

Oster Professional Group Burns office has been actively involved in local government, special district and not for profit auditing for more than 30 years. Our audit team has performed more than 350 municipal, special district, and not for profit audits in the past 10 years and has accumulated in excess of 40,000 hours of specifically related experience. Oster Professional Group has performed more than 45 audits in the past five years under the requirements of the Single Audit Act of 1984 and the Single Audit Act Amendments of 1996 (Revised OMB Circular A-133). These audits have provided OPG with broad and extensive experience auditing many different sizes and types of organizations. We encourage prospective audit clients to contact any of the following references concerning OPG's audit team and the quality of their work.

For the following engagements, George Wilber was the engagement partner.

Client	Type of Services	Years Served	Contact	Address	Phone Number
City of Burns	Annual audit & single audit	15+	Dauna Wensenk	242 S. Broadway, Burns, OR 97720	541-573-5255
City of Hines	Annual audit	15+	Joan Davies	PO Box 336, Hines, OR 97738	541-573-2244
Grant Soil and Water Conservation District	Annual audit	13	Pat Holliday	721 S. Canyon Blvd., John Day, OR 97845	541-575-0135
Malheur Soil and Water Conservation District	Annual audit	8	Sharon Mathews	2925 SW 6th Avenue - Suite 2, Ontario, OR 97914	541-889-2588
Harney Soil and Water Conservation District	Annual audit	8	Marty Suter	PO Box 848, Hines, OR 97738	541-573-5010
Burns Elks Lodge	Annual review	8	Holly Smith	118 N. Broadway, Burns, OR 97720	541-573-6170
United Schools Insurance Program of Oregon	Annual audit	3	Stefanie Lowry	451 Diamond Drive, Ephrata, WA 98823	509-754-2027
Harney District Hospital	Annual audit & single audit	15+	Jim Bishop	557 W. Washington, Burns, OR 97720	541-573-7281
Bell A Grazing Cooperative	Annual review	15+	Katy Nonnemacher	PO Box 373, Burns, OR 97728	541-573-6909
Rural Road District No. 4	Annual review	11	Candy White	2545 Beulah Road, Juntura, OR 97911	541-277-3284
Harney County Senior and Community Services Center	Annual audit & single audit	15+	Angie Iturbide	PO Box 728, Burns, OR 97720	541-573-6024
High Desert Park and Recreation District	Annual audit	15+	Theresa Schrunk	PO Box 238, Burns, OR 97720	541-573-2413
Harney County	Annual audit & single audit	15+	Steven Grasty	450 N. Buena Vista, Burns, OR 97720	541-573-6641
Lake County	Annual audit & single audit	14	Ann Crumrine	513 Center Street, Lakeview, OR 97630	541-947-6030
Grant School District No. 3	Annual audit & single audit	14	Karla Averett	401 N. Canyon City Blvd., Canyon City, OR 97820	541-575-1280
Harney Education Service District	Annual audit	15+	Kaeko Blackburn	PO Box 460, Burns, OR 97720	541-573-2426
Malheur Education Service District	Annual audit & single audit	5	Michelle Dunham	363 "A" Street W., Vale, OR 97918	541-473-3138
Lake Education Service District	Annual audit	8	Sara Sarensen	357 North "L" Street, Lakeview, OR 97630	541-947-3371
Ontario School District No. 8C	Annual audit & single audit	10	Cheri Siddoway	195 SW Third Avenue, Ontario, OR 97914	541-889-5374
Vale School District No. 84	Annual audit & single audit	3	Karen Nunn	363 "A" Street W., Vale, OR 97918	541-473-3138
Crane Union High School District No. 1	Annual audit	15+	Deb Crisp	PO Box 828, Crane, OR 97820	541-493-2641
Crane Elementary School District No. 4	Annual audit	15+	Deb Crisp	PO Box 828, Crane, OR 97820	541-493-2641
Pine Creek School District No. 5	Annual audit	5	Julie Opie	PO Box 805, Hines, OR 97738	541-573-4833
Diamond School District No. 7	Annual audit	15+	Annette Carson	40524 S. Diamond Lane, Diamond, OR 97722	541-493-2341
Suntex School District No. 10	Annual audit	15+	Julie Opie	PO Box 805, Hines, OR 97738	541-573-4833
Juntura School District No. 12	Annual audit	12	Michelle Dunham	363 "A" Street W., Vale, OR 97918	541-473-3138
Drewsey School District No. 13	Annual audit	15+	Debbie Robertson	PO Box 109, Drewsey, OR 97904	541-493-2656
Frenchglen School District No. 16	Annual audit	15+	Earlyna Hammond	46911 Hammond Ranch Road, Diamond, OR 97722	541-493-2652
Double O School District No. 28	Annual audit	15+	Julie Opie	PO Box 805, Hines, OR 97738	541-573-4833
Paisley School District No. 11	Annual audit	15+	Mary Cramer	PO Box 97, Paisley, OR 97636	541-943-3111
North Lake School District No. 14	Annual audit	8	Sharon Tuttle	57566 Fort Rock Road, Silver Lake, OR 97638	541-576-2121
Plush School District No. 18	Annual audit	8	Chandra Cahill	PO Box 3, Plush, OR 97637	541-947-2259
Adel School District No. 21	Annual audit	8	Sara Sarensen	357 North "L" Street, Lakeview, OR 97630	541-947-3371
Lakeview School District No. 7	Annual audit & single audit	8	Michael Getty	357 North "L" Street, Lakeview, OR 97630	541-947-3347
Sage Community School	Annual audit	1	Sandra Klepadlo-Girdner	PO Box 655, Chiloquin, OR 97624	541-783-2533
City of Chiloquin	Annual audit	1	Teresa Foreman	PO Box 196, Chiloquin, OR 97624	541-783-2717
City of Malin	Annual audit	1	Kay Neumeyer	PO Box 61, Malin, OR 97632	541-723-2021
Klamath Soil and Water Conservation District	Annual audit	1	TJ Woodley	2316 S 6th Street, Klamath Falls, OR 97601	541-883-6932
Community in Action	Annual audit	1	Barb Higinbotham	49 NW 1st Street, Suite 6A, Ontario, OR 97914	541-889-1060
The Old Camp Casino	Annual audit	1	Tiffany Turner	2205 W Monroe Street, Burns, OR 97720	541-573-1300
Treasure Valley Community College and Foundation	Annual audit & single audit	10 (ended in 2010)	Randy Griffen	650 College Blvd, Ontario, OR 97917	541-881-8822

The following clients have been lost in the past five years:

Client	Type of Services	Years Served	Contact	Address	Phone Number
Boys and Girls Club of Harney County	Annual audit	5	Sharon Davis	PO Box 1035, Burns, OR 97720	541-573-7036
- reason for loss = audit no longer required as the Club reorganized without the Boys & Girls Club of America which required the audit					
South Harney School District No. 33	Annual audit	15+	Charmaign Edwards	15387 Fields-Denio Road, Fields, OR 97710	541-495-2247
- reason for loss = conflict of interest and independence issues				Last Year of Audit	June 30, 2007
Harney/Malheur Community Action Agency	Annual Audit	2	Barb Higinbotham	49 NW 1st Street, Suite 6A, Ontario, OR 97914	541-889-1060
- reason for loss = client dissolved, but reformed as Community in Action which we audited in fiscal year ending June 30, 2011				Last Year of Audit	June 30, 2009
Treasure Valley Community College and Foundation	Annual Audit	10+	Randy Griffen	650 College Blvd, Ontario, Oregon 97917	541-881-8822
- reason for loss = client felt relationship had become too familiar and routine				Last Year of Audit	June 30, 2010

III. Additional Services Provided

III. Additional Services Provided

From time to time our firm has been requested to perform additional services apart from our normal audit function. Consistent with our commitment to quality service and client satisfaction, we have responded to these requests with the same effort and enthusiasm our clients have come to expect. Following is a sample of some of the additional services we have conducted:

Client	Type of Service	Years
Harney County, Oregon	Write an accountable reimbursement plan. Design an accounts payable processing system. Specific cash account reconciliations. Internal control procedure for specific departments.	1990, 1991, 1992, 2005
Harney County School District No. 3	Specific cash account reconciliations, facilitate district consolidation.	1990, 1999
Grant School District No. 3	Tax sheltered annuity consulting.	1997
City of Hines, Oregon	Specific cash account reconciliations.	1994, 1995, 1999
Harney District Hospital	Specific cash account reconciliations. Analyze third party payment processes and accounts receivable impact. Examination of projected statement used to obtain financing.	1994, 1999, 2001, 2005
Lake County, Oregon	Specific fund review.	2000
Treasure Valley Community College	Internal control procedure and analysis.	2002 - 2010
Harney County Senior Citizens	Computer consulting and indirect cost allocation plan creation. Change in chart of accounts, account structure, and indirect cost plan.	1992, 2006
City of Burns, Oregon	Specific transaction review and other agreed upon procedures for Burns Municipal Airport.	2010
Harney County, Oregon	Agreed upon procedures applied to estimated landfill closure costs.	2009
Harney Educational Service District	Change of management review.	2008
United Schools Insurance Program of Oregon	Agreed upon procedures to audit compliance with legal provisions.	2011

IV. AICPA Peer Review Program

IV. AICPA Peer Review Program

Oster Professional Group, CPA's is a member of the Private Companies Practice Section of the American Institute of Certified Public Accountants and accordingly has submitted itself to the rigors of industry peer review six times in the past 18 years, most recently in August of 2010. The majority of the review included government engagements. In the opinion of the peer review firm, *"the system of quality control for the accounting and auditing practice of Oster Professional Group, CPA's, P.C. in effect for the year ended May 31, 2010, has been suitably designed and complied with to provide the firm with reasonable assurance performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of pass, pass with deficiency(ies) or fail. Oster Professional Group, CPA's, P.C. has received a rating of pass."*

Following is a copy of our most recent peer review, which included predominantly governmental engagements.

Summary of peer review findings for the last ten years:

2010 – No findings
2007 – No findings
2004 – No findings
2001 – No findings

WALL & WALL, P.C. CERTIFIED PUBLIC ACCOUNTANTS

J. ROBERT WALL, C.P.A.
KAREN S. WALL, C.P.A.

System Review Report

August 16, 2010

To the Partners of
Oster Professional Group, CPAs, P.C.
and the Peer Review Committee of the Oregon Society of CPAs (OSCPA)

We have reviewed the system of quality control for the accounting and auditing practice of Oster Professional Group, CPAs, P.C. (the firm) in effect for the year ended May 31, 2010. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants. The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review. The nature, objectives, scope, limitations of, and the procedures performed in a System Review are described in the standards at www.aicpa.org/prsummary.

As required by the standards, engagements selected for review included engagements performed under *Government Auditing Standards*.

In our opinion, the system of quality control for the accounting and auditing practice of Oster Professional Group, CPAs, P.C. in effect for the year ended May 31, 2010, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Oster Professional Group, CPAs, P.C. has received a peer review rating of *pass*.

Wall & Wall, P.C. CPAs

Wall & Wall, P.C., Certified Public Accountants

MEMBER • AMERICAN INSTITUTE OF CERTIFIED PUBLIC ACCOUNTANTS • OREGON SOCIETY OF CERTIFIED PUBLIC ACCOUNTANTS

750 CENTRAL AVENUE, SUITE 102 COOS BAY, OREGON 97420 (541) 269-1358 FAX: (541) 269-0202

V. Educational Backgrounds of Personnel

V. Educational Backgrounds of Personnel

☞ Listed below are the educational histories of the CPA's in the Burns office.

⇨ George W. Wilber, CrFA, CPA - Partner

- Diplomat of the American Board of Forensic Accounting, 2011
- Certified in Financial Forensics, 2009
- Certified Forensic Accountant, 2008
- Certified Public Accountant, 1992
- Municipal Auditor, State of Oregon, 1992
- Master of Public Affairs Finance, University of Oregon, 1989
- Bachelor of Arts – Business Administration, Seattle University, 1971
- Seminars and courses attended within the past four years:
  - Applying A-133 to Nonprofit and Governmental Organizations, 2011
  - Winter Governmental Auditors Conference, 2011
  - The Yellow Book Interpreted, 2010
  - Auditing Long Term Debt, 2009
  - Auditing Fixed Assets, 2009
  - Auditing Accounts Payable, 2009
  - National Conference of American College of Forensic Examiners, 2009
  - Audit Preparation and Professional Competency (SAS No. 112), 2009
  - Professional Conduct and Ethics, 2009
  - Understanding the Entity and Assessing Risk, 2009
  - Workpaper Review, 2009
  - Risk Assessment and Introduction to Internal Control, 2009
  - Fraud Detection, 2009
  - Auditing Cash, 2009
  - Professional Skepticism and Maintaining the Public Trust, 2009
  - Styles of Supervision, 2009
  - Audit Documentation, 2009
  - Audit Tools: Confirmations and Sampling, 2009
  - Auditing Accounts Receivable, 2009
  - Auditing Inventory, 2009
  - Certified Forensic Accountant, CrFA, Certification Course and Exam, 2008
  - Auditor's Risk Assessment Process: Tackling the New Risk Assessment SASs, 2007
  - Auditing Nonprofits – Tips & Traps, 2007
  - Changing Your Audit Strategy for the New Risk Assessments, 2007
  - Auditor's Risk Assessment Process, 2007
  - Governmental Accounting and Auditing Conference, 2009, 2008, 2007

⇨ Mary Jo Evers, CFE, CPA - Partner

- Certified in Financial Forensics, 2010
- Certified Fraud Examiner, 2010
- Certified Public Accountant, 2007
- Municipal Auditor, State of Oregon, 2007

- Bachelor of Science – Business Administration/Accounting, Eastern Oregon University, 2005
- Seminars and courses attended within the past four years:
  - Winter Governmental Auditors Conference, 2011
  - The Revised Yellow Book GAS, 2010
  - Governmental Accounting and Auditing Conference, 2010
  - The Yellow Book Interpreted, 2010
  - Auditing Cash, 2009
  - Audit Documentation, 2009
  - Fraud Detection, 2009
  - Professional Skepticism and Maintaining the Public Trust, 2009
  - Auditing Accounts Payable, 2009
  - Risk Assessment and Introduction to Internal Control, 2009
  - Auditing Fixed Assets, 2009
  - Oregon Association of Certified Forensic Examiners Fraud Seminar, 2009
  - Auditing Long Term Debt, 2009
  - Solving Complex Single Audit Issues for Governments, 2008
  - Applying COSO to Smaller Public Companies, 2008
  - Applying A-133 to Audits, 2007
  - Minimum Standards for Audits, 2007
  - Oregon Budget Law, 2007
  - Governmental Accounting and Reporting, 2007
  - Auditor's Risk Assessment Process, 2007

⇨ Kari J. Ott, CPA – Senior Accountant

- Member of the Oregon Municipal Finance Officers Association, 2011
- Certified Public Accountant, 2010
- Municipal Auditor, State of Oregon, 2010
- Bachelor of Business Administration, Boise State University, 2008
- Seminars and courses attended within the past three years:
  - Governmental Accounting and Auditing Conference, 2011
  - Winter Governmental Auditors Conference, 2011
  - Best Practices for Audits in Compliance with OMB A-133, 2010
  - Oregon Budget Law, 2010
  - Minimum Standards for Audits, 2010
  - Frequent Frauds Found in Governments and Not-For-Profits, 2010
  - The Yellow Book Interpreted, 2010
  - Auditing Cash, 2009
  - Audit Documentation, 2009
  - Fraud Detection, 2009
  - Professional Skepticism and Maintaining the Public Trust, 2009
  - Auditing Accounts Payable, 2009
  - Risk Assessment and Introduction to Internal Control, 2009
  - Auditing Fixed Assets, 2009
  - Auditing Long Term Debt, 2009
  - Understanding Business Strategies, 2009
  - Auditing Revenue Recognition, 2009
  - Auditing Estimates and Subjective Accounting Information, 2009

- Auditing Contingent Liabilities, 2009
- Audit Analysis and Business Advice, 2009
- Analyzing Your Client's Competitive Position, 2009
- Understanding the Entity and Assessing Risk – Parts 1 and 2, 2009
- Audit Tools: Confirmations and Sampling, 2009
- Auditing Accounts Receivable, 2009
- Auditing Inventory – Parts 1 and 2, 2009
- Workpaper Review, 2009
- Styles of Supervision, 2009

⇨ Cara R. Wilber, CPA – Senior Accountant

- Certified Public Accountant, 2010
- Municipal Auditor, State of Oregon, 2010
- Bachelor of Science—Accounting and International Business, Oregon State University, 2008
- Seminars and courses attended within the past three years:
  - Governmental Accounting and Auditing Conference, 2011
  - Winter Governmental Auditors Conference, 2011
  - Best Practices for Audits in Compliance with OMB A-133, 2010
  - Oregon Budget Law, 2010
  - Minimum Standards for Audits, 2010
  - Frequent Frauds Found in Governments and Not-For-Profits, 2010
  - The Yellow Book Interpreted, 2010
  - Single Audit Fundamentals Parts I-IV, 2010
  - Implementing GASB 54, 2010
  - Designing Internal Controls for Federal Grant Programs, 2010
  - GASB 54, 2009
  - TKW's In-house Governmental Training, 2009
  - Single Audit Training, 2009
  - GASB and Single Audit Update, 2009
  - TKW's In-house Governmental Training, 2008
  - Introduction to GAS and Single Audit, 2008

☞ OPG does not anticipate the need to substitute one of the above engagement team members with another auditor. As a small and growing firm the entire professional team of OPG, including the owners, is dedicated to each project undertaken. This allows OPG to guarantee to its clients that all engagement team members have the required experience necessary to do financial auditing and that the engagement will be completed in a timely manner.

☞ Oster Professional Group, CPA's ensures that its professional team is current with developments in the field of auditing by complying with the rigorous continuing education requirements of the American Society of Certified Public Accountants, Government Accounting Office (GAO) and the Oregon State Board of Accountancy. Current firm policies require <u>all professional team members</u> (certified and noncertified) to complete **80 hours** of continuing professional education during a two-year period specifically in governmental auditing and accounting.

VI. Team Resumes

Mr. Wilber, Mrs. Evers, Mrs. Ott and Mrs. Wilber are all Certified Public Accountants and are licensed by the State of Oregon as Municipal Auditors. They are all members of the American Institute of Certified Public Accountants and members of the Oregon Society of Certified Public Accountants. In addition, Mr. Wilber is a member of the American College of Forensic Examiners while Mrs. Evers is a member of the Association of Certified Fraud Examiners and both are certified in Financial Forensics by the AICPA.

OREGON BOARD OF ACCOUNTANCY 54814

Certified Public Accountant
Municipal Auditor

Lic # 11667
Expires: 6/30/2011
Muni # 1418

MARY JO EVERS
OSTER PROFESSIONAL GROUP CPAS PC
77 WEST ADAMS
BURNS, OR 97720

OREGON BOARD OF ACCOUNTANCY 54824

Certified Public Accountant
Municipal Auditor

Lic # 6969
Expires: 6/30/2011
Muni # 1095

GEORGE W. WILBER
OSTER PROFESSIONAL GROUP CPAS PC
77 W ADAMS ST
BURNS, OR 97720

OREGON BOARD OF ACCOUNTANCY 61861

Certified Public Accountant
and Municipal Auditor

Lic # 12598
Expires: 6/30/2012
Muni # 1476

KARI JEAN OTT
OSTER PROFESSIONAL GROUP CPAS PC
77 W ADAMS
BURNS, OR 97720

OREGON BOARD OF ACCOUNTANCY 61964

Certified Public Accountant
and Municipal Auditor

Lic # 12668
Expires: 6/30/2012
Muni # 1475

CARA RENEE WILBER
OSTER PROFESSIONAL GROUP CPAS PC
77 W ADAMS
BURNS, OR 97720

GFOA
MEMBERSHIP CARD

GOVERNMENT FINANCE OFFICERS ASSOCIATION

Expires: 8/31/2011
B01 - Associate Member

Mr. George W. Wilber
Oster Professional Group, CPA's
Membership #: 300016655

Executive Director

AMERICAN COLLEGE OF FORENSIC EXAMINERS

ID Number: 106088
Member Type: Cert Member
Join Date: 8/27/2007
Valid Thru: 8/31/2011

Name: Mr. George W. Wilber

Mrs. Mary Jo Evers, CFE, CPA
Member #521235
Expiration Date 7/31/2011

ASSOCIATION OF CERTIFIED FRAUD EXAMINERS

GEORGE W. WILBER, CrFA, CPA

SUMMARY: Experienced accounting professional, emphasizing agriculture, government and tourism. Experienced in individual, corporate and partnership tax planning and preparation. More than thirty years experience in financial management and audit for operations with assets to $500 million. Experienced in audit of private, public and quasi-public organizations.

EDUCATION: Diplomat of the American Board of Forensic Accounting, 2011. Certified in Financial Forensics, 2009. Certified Forensic Accountant, 2008. Certified Public Accountant and Oregon Municipal Auditor, 1992. Master of Public Affairs Finance, University of Oregon, 1989. Bachelor of Arts Business Administration, Seattle University, 1971.

EMPLOYMENT: Shareholder, Oster Professional Group, CPA's, PC, 1992-present. Broad duties and responsibilities for firm management, in addition to tax, audit and accounting engagements.

Staff Accountant, Oster Professional Group, CPA's, PC, 1990-1992.

Partner, Wilber Brothers, 1980-current. Financial manager for livestock producing enterprise.

Deputy Finance Director, City of Cottage Grove, OR, 1986-88. Conducted financial reporting, budgetary compliance and cash management for the city's $22 million appropriation.

Partner, Robert Hull & Associates, Inc., 1984-86. Chief Financial Officer for hospitality management and consulting company.

Corporate Controller, Village Green Corporation, 1977-84. Primary fiscal manager for hotel/resort management and development company.

Staff Accountant, Helwig, Butler & Associates, CPA, 1976-77.

Accountant, ZX Ranch, 1974-76.

First Lieutenant, United States Army, Finance Corps, 1971-73.

MARY JO EVERS, CFE, CPA

SUMMARY: Accounting professional with experience in a variety of accounting applications, including manufacturing and small business environments.

EDUCATION: Certified in Financial Forensics, 2010. Certified Fraud Examiner, 2010. Certified Public Accountant and Oregon Municipal Auditor, 2007. BS- Business Administration, Accounting Emphasis, Eastern Oregon University, 2005.

EMPLOYMENT: Shareholder, Oster Professional Group, CPA's, PC, 2009-present. Audit manager and tax team member, specializing in municipal and non-profit engagements.

Staff Accountant, Oster Professional Group, CPA's, PC, 2004-2009.

Monaco Coach Corporation, 1998-2004. Purchasing and Accounting Manager-managed all phases of accounting and materials handling for fiberglass manufacturing, including cost accounting of finished parts.

KARI J. OTT, CPA

SUMMARY: Accounting professional with audit and tax experience.

EDUCATION: Certified Public Accountant and Oregon Municipal Auditor, 2010. BBA-Bachelors of Business Administration, Boise State University, 2008. Awarded Finance Student of the Year, Boise State University, 2008.

EMPLOYMENT: Oster Professional Group, CPA's, PC, 2008-present. Audit and tax team member, specializing in municipal and non-profit engagements.

City of Boise Parks and Recreation – 2007-2008 Accounting intern in the administration and infrastructure departments performing general accounting with purchase orders, contract bids, and awarding bids.

Apple LLC – 2006-2008 Bookkeeper responsible for payroll and accounting for seven Subway restaurants.

CARA R. WILBER, CPA

SUMMARY: Accounting professional with audit and tax experience.

EDUCATION: Certified Public Accountant and Oregon Municipal Auditor, 2010. BA-Accounting and International Business, Oregon State University, 2008.

EMPLOYMENT: Oster Professional Group, CPA's, PC, 2010-present. Audit and tax team member, specializing in municipal and non-profit engagements.

Talbot, Korvola & Warwick, LLP, 2008-2010. Audit and tax staff accountant.

DEBORAH A. ARNTZ, MBA

SUMMARY: Accounting professional with audit and tax experience.

EDUCATION: Masters in Business Administration, Regis University, 2009. Bachelor of Science in Business Administration, Eastern Oregon University, 2006.

EMPLOYMENT: Oster Professional Group, CPA's, PC, 2009-present. Audit and tax team member, specializing in municipal and non-profit engagements.

USDA Farm Service Agency, 1989-2009. Program technician responsible for delivery of farm bill programs.

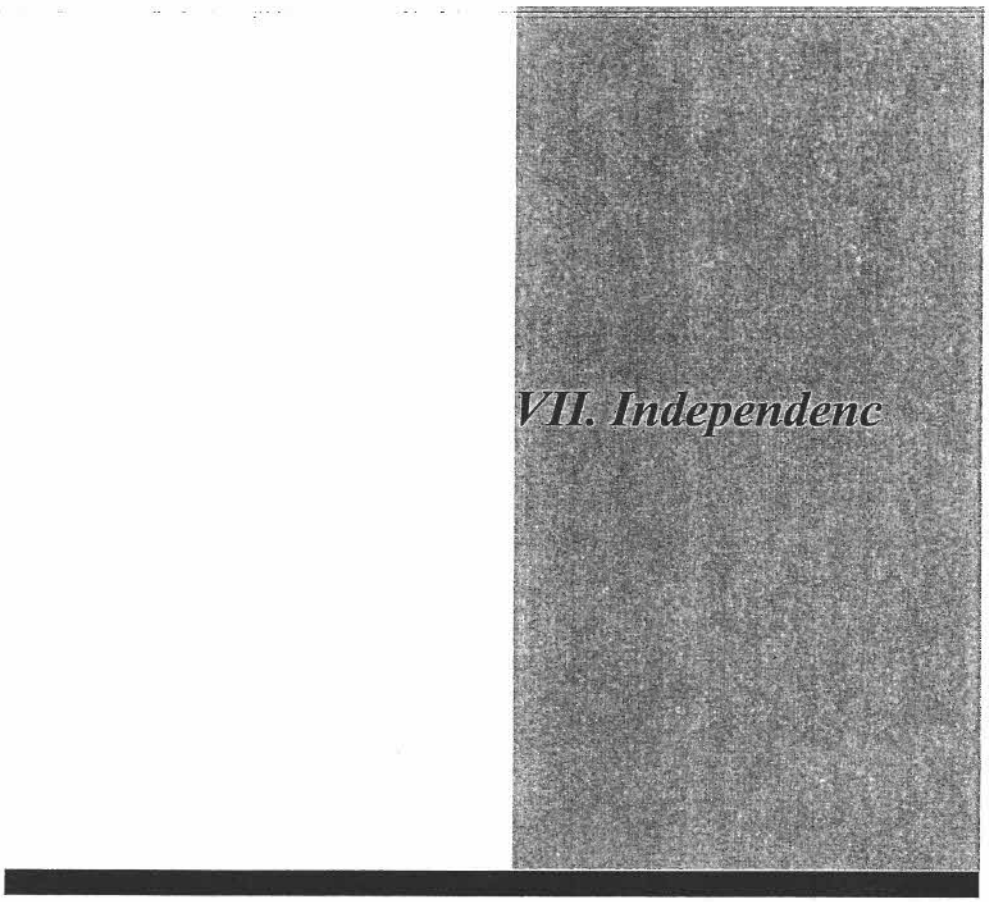
EMILIE M. GLASCOCK

SUMMARY: Accounting professional with experience in business and accounting positions.

EDUCATION: BS- Business Administration with concentration in accounting, Eastern Oregon University, 2006.

EMPLOYMENT: Oster Professional Group, CPA's, PC, 2003-present. Audit and tax team member, specializing in municipal and non-profit engagements.

17 South Inc., 2002-present. Owner/Accountant for livestock operation.


VII. Independenc

VII. Independence

As prescribed by policies currently in place at Oster Professional Group, CPA's (OPG) an Independence, Integrity, and Objectivity Representation is completed by all professional personnel when hired and annually thereafter. The managing shareholders are responsible for obtaining the representation letters and reviewing them for completeness. Independence and ethics training is provided to all personnel at least every two years. Such training covers the firm's independence and ethics policies and procedures and the independence and ethical requirements of all applicable regulators.

Additions to our client list are communicated to all personnel on a timely basis in the form of an updated client list provided by the managing shareholders.

Current copies of all applicable independence, integrity, and objectivity requirements are maintained in our library or are available on the internet.

The work programs and standard forms in the accounting and auditing manuals used by OPG include steps that require:

- A determination of independence on each new and recurring client.
- A consideration of unpaid fees.
- An annual confirmation of the independence of another accountant performing work on a segment of an audit, review, or attestation (including forecast and projection) engagement.
- Appropriate reporting on compilations in which OPG is not independent.

All independence, integrity, and objectivity questions are resolved by the managing shareholders. The resolutions are documented and filed in the client's permanent file work papers.

With regards to the City of Ontario, none of our employees have any conflicts or relatives that are employed or on the council of the City. OPG has had no professional relationships involving the City of Ontario for the past five years.

The foregoing policy is taken from the Oster Professional Group, CPA's Quality Control Manual.

VIII. Audit Approach / Work Plan

- Proposed segmentation of the audit - The proposed approach to the audit of the financial operations of City of Ontario will be comprised of four phases. The engagement team for each of these phases will always include the engagement partner, as well as three or four other team auditors. Specific procedures will be performed during each of the four phases with the possibility of one or more phases occurring simultaneously. These four phases are as follows: 1) Planning and programming; 2) Interim audit work; 3) Year-end audit work; 4) Final audit work.

- **Phase One** - In Phase 1, we will prepare a tentative plan for the audit. We will examine the individual characteristics and conduct an audit risk assessment as well as a fraud risk assessment of the city, as prescribed by the statements of auditing standards. In addition, we will consider our reliance on the internal control structure, level of audit risk, and preliminary judgments about materiality levels. In order to complete the above we will inquire of management; review organizational charts, manuals, programs, and financial and other management information systems; and perform analytical procedures. Analytical procedures may include observation, analysis, inquiry, inspection and comparison and will be utilized in determining audit objectives and evaluating management assertions. Once we have considered the potential risks of material misstatement of the financial statements we will prepare an audit program containing detailed audit procedures required to detect material misstatements and compliance with laws and regulations as outlined in applicable compliance supplements, OMB circulars and statutes. In most cases we will utilize standard commercial programs from ProSystem FX's KnowledgeCoach with modifications as needed. It is during this phase that we outline the typical assistance we expect from the city's staff. Initially, this assistance will be in the form of routine reconciliations and analyses that staff would prepare in the normal course of business. We will provide you with a list of items to be completed for your books to be ready for audit in our engagement letter.

- **Phase Two** - Typical interim audit procedures for Phase 2 will include any procedures that need not be performed at year-end or during the final audit work, i.e., a review of the minutes of the city council meetings, tests of accounts that tend to carry forward rather than turn over rapidly and test of internal control. Based on our evaluation of the City of Ontario's internal controls, other procedures could also be performed in Phase 2.

- **Phase Three** - This phase will involve audit procedures that are performed at or near the end of the fiscal year because they may not be possible otherwise. The extent of these procedures will depend on the presence of certain accounts such as inventories, cash on hand and securities.

- **Phase Four** - Phase 4 consists of execution of all audit procedures not previously performed, preparation of the auditor's report, and issuance of the A-133 compliance audit reports. In addition, an overall review will take place in order to confirm that all procedures have been completed and that the appropriate standards have been followed.

- If Oster Professional Group, CPA's is awarded the audit contract, we will coordinate the scheduling of specific dates for the engagement with the Finance Director. We would expect to conduct preliminary field work in June or July and final field work in August or September. A preliminary management letter, all journal entries and an audit report would be prepared by December 15th. Followed by a completed audit report by December 31st. We will prepare as many copies of the completed audit report as is necessary to meet the city's needs as well as an electronic version for filing with the Oregon Secretary of State. The onsite field work portion of the audit would not exceed six days. Throughout the field work, OPG will provide all audit adjustments to the Finance Director, with explanations and recommendations for those specified areas. The OPG audit team will be available when scheduled and at any other time throughout the year upon reasonable advance notice.

- Sample size and extent of statistical sampling - It will not usually be cost effective to examine 100 percent of the available audit evidence while performing our Phase 4 audit procedures. Cost/benefit considerations dictate that sampling must sometimes be used. Based on our experience we have found nonstatistical sampling to be more cost effective than statistical sampling and the results to be reliable and acceptable, therefore little or no statistical sampling will be performed. The determination of sample sizes involves a number of factors and ultimately a certain amount of audit judgment. Typically, we consider the risk of over reliance as it relates to the effectiveness of the audit; the tolerable error rate, which is the maximum rate of deviations we will accept without altering our testing; and the expected deviation rate in the population. As a result, when these factors, coupled with professional judgment, are applied to each individual test, the sample size could vary with each test. Our audit samples are drawn in such a way that the sample is representative of the population. The sampling methodologies we use most are systematic sampling and random numbers.

- Type and extent of analytical procedures - Analytical procedures will be used to identify large changes in account balances or unexpected trends and relationships that require further testing. These procedures will be used in each audit area tested and investigations will be conducted appropriately. The concluding procedures also involve analytical procedures to compare final trial balance and financial statement balances, with appropriate investigative follow up.

- Approach to be taken to gain understanding of the city's internal control structure - In order for Oster Professional Group, CPA's to understand the city's internal control structure, we will utilize the written policies on internal control and develop tests of controls to determine that the policies are being followed and to evaluate effectiveness of these policies. The manner in which the audit samples will be chosen will be based on the written policies of the city and the professional judgment of the auditing staff. Oster Professional Group, CPA's also utilizes memorandum question forms to gain understanding of existing internal control structure and risks that the city has already identified as areas to focus internal control processes to alleviate those risks. We also will conduct interviews of personnel in an effort to gain further understanding of the internal control structure in specific job functions and to validate the information gained in the questionnaires.

- Approach to be taken to understand the city's use of EDP in its operations - We anticipate testing the controls surrounding the computer accounting system and performing audit procedures "around" rather than "through" the system. We may utilize data mining software for testing of transactions. While we do not engage a computer audit specialist from outside our firm, we do utilize the experience and knowledge of the audit team for this control testing. We will also utilize portable computers in order to generate our audit work papers and perform procedures more efficiently and cost effectively than those completed manually.

- Approach to be taken to determine applicable laws and regulations - Oster Professional Group, CPA's is knowledgeable about the laws and regulations that the city is subject to as a result of federal, state, and other grant funding. If the City of Ontario is not being required to have Single Audit as defined by OMB Circular A-133, as part of our grant audit we will test grants to ensure that those grants were spent in compliance with the provisions of the grant application and award letter.

- Approach to be taken in drawing audit samples for purposes of test of compliance – Oster Professional Group, CPA's evaluates the grant programs in place at the city in order to determine the compliance related requirements. After these funding source guidelines have been determined, tests are designed from prior experience or based on professional judgment to determine the compliance of the city.

IX. Pricing

- $ Audit fees are based on the actual time spent at standard billing rates. The flat audit fee includes all expenses for labor, communications, travel and other miscellaneous expenses, as well as a reasonable amount of consultations throughout the year as requested and needed. OPG makes every effort to remain competitive without becoming involved in bidding games. Therefore, estimates are based on what is believed it will actually take to complete the audit within the required time frame and according to the required standards. When permissible, every effort is made to involve the client's staff in order to hold fees down without compromising the product.

- $ Oster Professional Group will progress bill the City of Ontario at the completion of field work, with a final billing to be delivered with the audit by December 31st. No extended service will be performed beyond the contract unless by amendment to the agreement. No additional time and billings due to a change in scope or unforeseen circumstances will be incurred without prior approval by the client.

- $ It is estimated that in order to perform the required services for the City of Ontario for the fiscal year ending June 30, 2011 Oster Professional Group's flat fee will be $19,965 for audit services. This flat fee is inclusive of all expenses and costs, including travel.

COUNCIL MEETING MINUTES
August 1, 2011

The regular meeting of the Ontario City Council was called to order by Mayor Joe Dominick at 7:00 p.m. on Monday, August 1, 2011, in the Council Chambers of City Hall. Council members present were Norm Crume, Joe Dominick, Jackson Fox, Charlotte Fugate, Dan Jones, and Ron Verini. David Sullivan was excused.

Members of staff present were Henry Lawrence, Tori Barnett, Larry Sullivan, and Glen Kee. The meeting was recorded on tape, and the tapes are available at City Hall.

Ronald Verini Fugate led everyone in the Pledge.

AGENDA

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

CONSENT AGENDA

Norm Crume moved, seconded by Dan Jones, to approve Consent Agenda Item A: Approval of Minutes of Regular Meeting of 07/18/2011; Item B: Ordinance #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) (Final Reading); Item C: Ordinance #2661-2011: An Ordinance Amending Ontario Municipal Code Title 6, Chapter 1, Sections 19, 20 and 24 – Police Regulations (Final Reading); Item D: Ordinance #2662-2011: An Ordinance Amending Ontario Municipal Code Title 3, Chapter 8, Section 2 – Yard Sale Permit Process (Final Reading); and Item E: Approval of the Bills. Roll call vote: Crume-yes; Fox-yes; Fugate-yes; Jones-yes; Sullivan-out; Verini-yes; Dominick-yes. Motion carried 6/0/1.

NEW BUSINESS

Change Order – FAA Project 3-41-0044-008/009/010 – Valley Paving

Henry Lawrence, City Manager, stated the contract was awarded as bid. This proposed change order was required to fully utilize the grant. Due to efficiencies within the project, there were additional funds available within the approved grant. Therefore, it was proposed that a Phase 4 be added to the project. Phases 1 (runway) and 2 (taxiways) had been completed. Phase 3 (north terminal apron) was initiated on July 25, with completion scheduled for mid-September. Proposed Phase 4 included additional the North Terminal Apron. Change order #2 for Phase 4 totaled $235,683.54, for a revised contract total of $3,832,375.30 with Valley Paving and Asphalt, Inc. Associated additional engineering and inspection costs with Kimley-Horn were included in a separate request to Council. On April 4, 2011, the Council approved the Contract Award to Valley Paving & Asphalt, and on May 2, 2011, the Council approved Change Order # 1 to Valley Paving & Asphalt.

Councilor Crume asked if the cutbacks by the government would have an impact on this funding.

Mr. Lawrence stated there could have potentially been a delay, but he believed the action taken that day in congress more than likely dealt with that issue.

Mayor Dominick thanked the airport manager [Pete Morgan] and Henry Lawrence for keeping this project on track. He had heard no complaints from any of the pilots at the airport during this construction.

Jackson Fox moved, seconded by Norm Crume, that the City Council authorize the City Manager to be signatory on Change Order #2 to the contract with Valley Paving & Asphalt for the Airport Improvement Project FAA #3-41-0044-008/009/010. Roll call vote: Crume-yes; Fox-yes; Fugate-yes; Jones-yes; Sullivan-out; Verini-yes; Dominick-yes. Motion carried 6/0/1.

Amendment #2 – Kimley-Horn – Ontario Airport Project AIP 3-41-0044-008

Henry Lawrence, City Manager, stated this contract was an addendum to the existing contract with Kimley-Horn, authorizing payment for additional services related to Change Order #1 and #2 to the Valley Paving and Asphalt, Inc. agreement for work at the Ontario Airport. It was proposed that the Addendum costs be paid out of the Connect Oregon Project budget.

Charlotte Fugate moved, seconded by Norm Crume, that the City Council authorize the City Manager to enter into contract Addendum #2 with Kimley-Horn for a not-to-exceed amount of $62,200, based on time and material charges, for additional engineering work for the Ontario Airport Improvement Project as funded by the Connect Oregon Grant. Roll call vote: Crume-yes; Fox-yes; Fugate-yes; Jones-yes; Sullivan-out; Verini-yes; Dominick-yes. Motion carried 6/0/1.

CORRESPONDENCE, COMMENTS, AND EX-OFFICIO REPORTS

- Henry Lawrence stated some sink holes had developed on 4th Avenue near the Airport. Irrigation water had traveled under the road, along the service line going towards the farming area. It was not enough to damage the sewer line, and crews were doing repairs. There had been no major damage, and no injuries.

- Mayor Dominick asked about the pipe burst at the Water Treatment Plant. He was under the impression it was supposed to have been fixed by 3:00 p.m. on Friday.

  Mr. Lawrence did not have an update on that issue.

- Mr. Lawrence stated the Rotary Club would be donating $25,000 for new playground equipment at Rotary Laxson Park. They had been saving for over five years for the project, and it was a nice addition for one of the City's parks. He would be working with the Parks crews to ensure all ADA requirements and necessary curb cuts were taken care of.

  Ron Verini brought up the destruction and vandalism of the restrooms at the park. When the new playground equipment was put in, would there be any security cameras put in?

  Mr. Lawrence did not have an answer, but it was a work in progress. Something really needed to be done there. Maybe get the neighborhood to take ownership of the park so they'd be more likely to take care of it. About a year ago, the restrooms were opened up and within 24 hours they had been destroyed.

  Norm Crume suggested some people maybe get together and develop some type of plan on how to protect that area – maybe lights, cameras, etc. They needed a good system in there, and if good equipment went in, it needed to be taken care of.

  Sgt. Kee stated the restrooms were scheduled to be open 9-9 in the summer, but the lock-up was done later if events were taking place in the parks.

  Norm Crume asked if the basketball courts were busy after 9pm.

  Sgt. Kee replied that the courts were getting a lot of use, and the parks themselves were not closed until 11:00 p.m.

- Ron Verini reminded everyone that the 116th would be retuning in September, and many would be looking for work.

- Mayor Dominick reminded the Council of the upcoming LOC conference, and if any Councilor was interested, they should contact Tori.

ADJOURN

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

APPROVED:

_____
Joe Dominick, Mayor

ATTEST:

_____
Tori Barnett, MMC, City Recorder

CONSENT AGENDA
August 15, 2011

TO: Mayor and City Council

FROM: Lisa Hansen, Finance Director

THROUGH: Henry Lawrence, City Manager

SUBJECT: **RESOLUTION #2011-122: A RESOLUTION AUTHORIZING A CARRY-FORWARD OF PROJECT EXPENDITURES WITHIN THE CAPITAL PROJECTS FUND AND WATER FUND FOR CAPITAL IMPROVEMENT PROJECTS WAT-4 AND WAT-6**

DATE: August 2, 2011

SUMMARY:
Attached is the following document:

- Resolution #2011-122

PREVIOUS COUNCIL ACTION:

June 15, 2009 Resolution 2009-117: a resolution adopting the Biennial Budget for Fiscal Year 2009-2011, which included the Well projects WAT- 2, 3, and 4; the Water Treatment Plant valve replacement project WAT-6.

May 2011 Letter addressed to Henry Lawrence, City Manager, staff requested that a portion of the remaining balance of $21,584 from the approved combined projects WAT-2, 3, and 4, new wells and the rehabilitation of wells #15, 16, 1, and 2, be utilized to rehabilitate Well #6; Council approved.

BACKGROUND:
In May 2011 Mr. Walker wrote a letter to City Manager, Henry Lawrence asking for approval on rehabilitating Well #6, and utilizing a portion of the money saved on the other Well Projects, which was approximately $21,585. This request was then taken to the Council Work Session and approved by the Council. However, due to flooding in the area, Riverside Incorporated was unable to start the project in a timely manner and could not finish the project by the fiscal year end.

Public Works Staff was able to start on the valve replacement project and purchased some of the valves and parts needed. However, while purchasing the final valves and parts for this project, the order was placed on backorder and would not arrive until after July 1st, 2011.

FINANCIAL IMPLICATIONS:
In order to complete the rehabilitation of Well #6, the Available Cash and the Project WAT-4 expense need to be increased by $6,243.

Original Project Budget	Expended FY 2009-2011	Re-budgeted as Carry-Forward for FY 2011-13	Project Balance to be Added to the Budget
$ 110,000	$ 100,451	$ 3,305	$ 6,244

In order to complete the valve replacement project at the Water Treatment Plant, the Available Cash and the Project WAT-6 expense need to be increased by $15,070.

Original Project Budget	Expended FY 2009-2011	Re-budgeted as Carry-Forward for FY 2011-13	Project Balance to be Added to the Budget
$ 77,600	$ 34,107	$ 28,423	$ 15,070

In both cases, the difference between the anticipated project expenditures and the actual project expenditures is not identified within the 2011-2013 Biennial Budget in its current form. The difference represents an increase in available cash within the Capital Projects Fund, UCF Department, and Water Fund.

This Budget adjustment will result in an increase in Capital Projects Fund, UCF Department Available Cash, a resource, and an increase in capital project expenditures within the Capital Projects Fund, UCF Department for the remaining project amount for project WAT-4, Rehabilitation of Well #6.

And similarly in the Water fund this Budget adjustment will result in an increase in Water Fund Available Cash, a resource, and an increase in capital project expenditures within the Water Fund for the remaining project amount for project WAT-6, Water Treatment Plant Valve Replacement.

The proposed changes do not affect Fund contingency amounts.

RECOMMENDATION:
Staff recommends the Council adopt Resolution #2011-122.

RESOLUTION #2011-122

A RESOLUTION AUTHORIZING CARRY-FORWARD OF PROJECT EXPENDITURES WITHIN THE CAPITAL PROJECTS FUND AND WATER FUND FOR CAPITAL IMPROVEMENT PROJECTS WAT-4 AND WAT-6

WHEREAS, the City of Ontario adopted the 2011-2013 Biennial Budget document with the understanding that the Capital Improvement Projects WAT-4, Well #6 Rehabilitation, and WAT-6, Valve Replacement at the Water Treatment Plant would be completed by the end of the budget year; and

WHEREAS, due to flooding in the area, Riverside Incorporated was unable to start the rehabilitation of Well #6 in a timely manner; and

WHEREAS, the valve replacement parts for the Water Treatment Plant are on backorder; and

WHEREAS, WAT-4 Well #6 Rehabilitation project has begun, WAT-6 Valve Replacement parts have been ordered, and it is necessary to adjust the project carry-forward budgets in order to appropriate the required projects budget to complete the projects; and

WHEREAS, the City of Ontario desires to modify the 2011-2013 Capital Projects Fund, UCF Department and Water Fund Available Cash on Hand revenue and the capital expenditure budgets to reinstate complete both projects WAT-4 and WAT-6 as described.

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 FY 11-13 Budget	Proposed Change	Revised FY 11-13 Budget
CAPITAL PROJECTS FUND				
Revenues				
030-000-406087	AVAILABLE CASH - UCF DEPT	$ 1,800,000	$ 6,244	$ 1,806,244
Expenses				
030-087-719120	WAT-4 WELL #6 REHABILITATION	$ -	$ 6,244	$ 6,244
WATER FUND				
Revenues				
105-000-406000	AVAILABLE CASH ON HAND	$ 1,011,350	$ 15,070	$ 1,026,420
Expenses				
105-160-719170	WAT-6 WTP VALVE REPLACEMENT	$ -	$ 15,070	$ 15,070

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.

_____
Joe Dominick, Mayor

ATTEST:

_____
Tori Barnett, MMC, City Recorder

AGENDA REPORT
August 15, 2011

TO: Mayor and City Council

FROM: Chuck Mickelson, Public Works Director

THROUGH: Henry Lawrence, City Manager

SUBJECT: APPROVAL OF SUPPLEMENTAL AGREEMENT FOR THE DESIGN OF THE NW WASHINGTON AVENUE REALIGNMENT AND PARK BOULEVARD PROJECT BETWEEN THE CITY OF ONTARIO AND CH2M-HILL

DATE: August 3, 2011

SUMMARY:
Attached is the following document:

- Supplemental Agreement with CH2M-HILL for the final design of the NW Washington realignment project along with supplemental changes that have occurred over the last four years.

PREVIOUS ACTION:

February 2006	City Council passes Ordinance 2560-2005, adopting the City of Ontario Transportation System Plan dated November 2005
August 2006	City Council Work Session, the Mayor and Council direct City staff to move forward with the North Park Street, Washington Avenue/North Oregon Realignment Project
September 2006	City Council adopted Resolution 2006-136-Transfer of Appropriations from the Public Works and Street Funds to the Capital Projects Fund for realigning North Park Street/Washington Avenue and North Oregon Street
May 2007	City Council approved an Engineering Services Agreement with CH2M-HILL in the amount of $328,500 for the design, environmental review, geotechnical evaluation and right of way mapping for the above project
Spring 2009	Oregon legislature approved HB 2001 which provided $4.5 million to this project for final design, right of way acquisition and construction
October 2009	City Council, Malheur County Court and ODOT approved an amendment to the North Ontario Interchange Bridge agreement No. 23255 which provided a payment of $375,200 to the City of Ontario for sidewalk improvements on NW Washington and to improve the intersection of NW Washington and North Oregon. These funds will be used in the realignment project. This agreement also provides for transferring Northwest Washington to the City of Ontario.
November 2010	City Council approved a local agency agreement with ODOT for fund distribution for this project

March 2011	City Council approved a right of way acquisition agreement with ODOT for this project
July 2011	City Council approved Amendment No. 1 to the Agreement 27027 (right of way acquisition) clarifying how payments will be made for the right of way acquisition

BACKGROUND:

CH2M-HILL was selected to complete the North Park Blvd/NW Washington Avenue Realignment Project Engineering Services on May 21, 2007. The work includes development of preliminary and final design for the North Park Blvd/North Oregon/Washington Realignment project. The major design elements for the project include roadway, drainage, water, and sewer improvements, in addition to providing right of way engineering services to allow the City to acquire the necessary properties for the project. This project was to be completed within 7 months. The project has experienced various delays and changes since it started. City staff changes and lack of construction funding caused many of the early delays. CH2M-HILL is requesting a supplemental agreement for additional funds to address the changes that have occurred over the past 4 years. The additional costs are as follows:

1) **Traffic Review for Love's Truck Stop.**
   In June 2007, Steve Gaschler (Public Works Director) requested CH2M-HILL review the traffic study for the Love's Truck Stop and provide input on the study. CH2M-HILL reviewed the document and indicated to Mr. Gaschler that the traffic volumes and movements appeared to be appropriate. No further action was requested by the City. July 2007, 18 hours, Cost $1813.53.

2) **Project Administration.**
   Additional project administration and management due to schedule slippage from 7 months to 3.7 years. January 2008 to April 2011, 74 hours, Cost $12,836.54.

3) **Reinitiate Project (Stop and Start Activities)**
   Reinitiate the project design over the course of the 3.7-year time period. January 2008 to November 2010, 98 hours-the project was stopped due to uncertainty of funding, agreements being negotiated with ODOT, design modifications etc. Cost $9,453.99.

4) **Modify the roadway design east of Park Boulevard to the connection with North Oregon Street.**
   As part of the July 2007 concept approval by the City, CH2M-HILL proceeded with the design of the roadway, drainage, lighting, permitting, signing, and pavement marking design for a rural roadway section to a 60% submittal level of completion. Following the submittal review by the City, CH2M-HILL was requested to modify the design to accommodate an urban section (curbing, planting strip, and sidewalk). The change required the redesign of the items listed above. In addition, this modification changed the necessary easements for construction along Washington Avenue. This design change came about in part as a result of the City receiving "ARRA funding" for the North Oregon project Phase 1 and the city council's willingness to design Phase 2 of North Oregon which ties into this project. These changes also affect the permitting applications that were previously prepared as part of the 60% design effort. Updating of these permits has not been completed as of April 2011, pending authorization. December 2008 to January 2010, 146 hours, Cost $15,115.92.

5) **North Oregon Street.**
As part of the 60% review meeting, CH2M-HILL was requested to design the North Oregon Street section north of the realigned NW Washington to accommodate the bike lane or path developed as part of the Interchange project including a cul-de-sac. The roadway was to be designed for curb and sidewalk. At that time, the understanding was that ODOT was going to relinquish properties adjacent to the old North Oregon Street and those properties could be utilized for development by the City. CH2M-HILL also completed the design of North Park Blvd north of Washington Avenue with a cul-de-sac. Subsequent negotiations with ODOT eliminated that option. The design included horizontal and vertical roadway geometrics, curbs, sidewalks, rights-of-way, and easements. December 2008 to January 2010, 117 hours, Cost $12,092.73.

6) **Water and Sewer for Shop.**
Following the City's acquisition of the new maintenance shop in 2009, staff requested CH2M-HILL to design the NW 16th Avenue sanitary sewer and to continue the design of the North Park Blvd waterline to connect to the maintenance shop. The City requested that these improvements be separated out of the Washington Avenue roadway design and be developed to a complete design ready for advertisement for bid by utility contractors. Staff anticipated that two easements could be secured so that the project could be bid in advance of the larger roadway project. Only one of the easements has been secured to date and it has been much more problematic than anticipated in securing these easements than initially expected due to the inability to determine who the underlying property was under the Dork Canal. A supplemental scope of work and estimated fee proposal was provided to the City at that time. April 2010 to December 2010, 244 hours, Cost $25,720.28. This cost should be billed to the budget item that provided for the water and sewer extension (11WAT-10).

7) **NW 16th Avenue Design.**
Following the City's acquisition of the new maintenance shop, CH2M-HILL was requested to develop a design to accommodate access to the shop. The direction was to design the south half the roadway with curb and sidewalk, drainage, and pavement. The north half of the roadway would not be designed or constructed until development occurred in the area. Development of right-of-way and easements also were included in this work. December 2009 to January 2010, 59 hours, Cost $6,046.37.

8) **Waterline Design.**
CH2M-HILL was requested to extend a new waterline from the existing North Oregon Street line west along NW Washington Avenue to beyond OR 201 (Yturri Beltline) as identified in the City's master plan for water. This work was not included in the original scope of work. February 2011 to March 2011, 70 hours, Cost $7,255.64.

TOTAL OUT-OF-SCOPE WORK BY CH2M-HILL THUS FAR = $90,335.00.

Out of Scope Work Pending
In addition to the tasks described above are tasks that are pending, these tasks require additional work not included in the original scope of services. These tasks are:

- **Lighting Design:** The 60% lighting design was completed based on cobra-head-type luminaires with mast arms, based on previous City input. Following the construction of the North Oregon Phase 1 project, the City has now requested the illumination for Washington Avenue and Park Blvd to match the lighting used on that project. As this is a different lighting fixture, the lighting design will need to be redesigned to accommodate this different fixture. Additionally, staff would propose to make this Ontario's first project to install LED lights which are 70% more energy efficient than the more common high pressure sodium lights.

- **Landscaping:** Develop landscaping plans and specifications not included in original scope of work.
- **Right of Way complications:** The proposed right of way for NW Washington and North Park Blvd is adjacent to the KSRV property. We have recently learned that the grounding system for the transmission towers may be impacted by the construction. This has led to discussions with an expert in radio transmission to assess any complications associated with the construction. There is a potential of realigning North Park Blvd to the west if the grounding mat system can't be overcome. Design fees for the realignment have been included in the addendum. Staff is hopeful that realignment will not be necessary and that the grounding system can be accommodated in the proposed alignment. Additionally, there have been numerous legal description modifications as a result of the reviews by the ODOT right of way staff as they prepared to pursue right of way acquisition for the project.

Summary
CH2M-HILL is requesting a contract change order of $122,162 to account for new work to complete design services through the preparation of the bidding documents and for out-of- scope work previously performed to date. The estimated total of new work is $67,430. The out-of-scope work is related to the project's timeframe extending well beyond the expectations of the contract, and over the course of this time various project changes have continued to increase the costs above the lump sum amount. CH2M-HILL has estimated that the out-of-scope services previously performed for the City exceeds the original lump sum contract terms are approximately $90,335. However, CH2M-HILL is only requesting $54,732 for the out-of-scope changes. The reason for this difference is CH2M-HILL recognizes various changes in the original scope which may have reduced their efforts and also tasks that were completed requiring less costs than the original lump sum budget. The reduced amount of $54,732 covers the costs associated with the services performed to date.

In addition to the requested change order, CH2M-HILL has agreed to modify the current contract payment terms of lump sum to a time and materials payment terms from this date forward. This provides the City a more effective way to administer the project.

FINANCIAL IMPLICATIONS:
The City has provided payment for invoices submitted by CH2M-HILL to date totaling the current contract lump total amount of $328,500. The requested change order will increase the not to exceed total of the contract by $122,162. The change order funding will be divided into two sources. The water and sanitary sewer improvements for Park Boulevard and NW Washington will be paid from the city utility funds. The work associated with the roadway improvements will be funded as part of the ODOT, HB 2001 grant program and the cash contributions from ODOT.

2011-2013 Ontario budget related to this project:

11WAT-10 North Park Blvd Infrastructure Improvement	$325,000
11STR-06 NW Washington	
• ODOT HB 2001	$4,500,000
• ODOT cash contribution (curb, gutter and sidewalk)	$375,000
• Water Extensions as part of NW Washington	$250,000
Total Budget	**$5,450,000**

NW Washington Avenue Realignment Project Engineering Services	
Change Order #1 – Additional engineering fees	$122,162
Source of Funds	
11WAT 10 N Park Blvd Infrastructure Improvement	33,950
11STR 06 NW Washington Avenue	88,212

The latest overall project estimate is as follows:

Change Order #1 (CH2M-Hill)	$122,162
Right of Way Acquisition (ODOT estimate)	$1,600,000
Construction	$2,637,000
Construction Engineering	$316,000
Sewer and Water Construction to City Shop	$291,050
Sub Total	**$4,966,212**
Contingency	$483,788
Total	**$5,450,000**

Recommendation:
City Staff recommends the Mayor and Council award the Change Order #1 for North Park Street/NW Washington Avenue/North Oregon Street Engineering to CH2M-HILL in the amount of $122,162 and authorize the City Manager or his designee to be signatory to an agreement with CH2M-HILL.

Motion:
I move the Mayor and Council approve Change Order #1 for North Park Street/NW Washington Avenue/North Oregon Street Engineering to CH2M-Hill in the amount of $122,162 and authorize the City Manager or his designee to be signatory to an agreement with CH2M-Hill.

Supplement Agreement

North Oregon/Washington Realignment Project

July 2011

Prepared for

City of Ontario, Oregon
Public Works Division

CH2MHILL

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Amended Statement of Work

Background

The purpose of this supplemental agreement is to amend the original statement of work included as part of the Contract dated May 29, 2007 between the City of Ontario and CH2M HILL for Professional Engineering Services for the Washington Avenue/North Oregon Alignment project. The amendment is to address the following factors:

The time of execution for these professional services defined in the current Contract was seven (7) months. After CH2M HILL began work, the City encountered changes in management and direction of the project. The funding for the project's Right of Way and construction was also in question. The City requested that CH2M HILL delay completion of the contract services at various time during the past 3.7 years. CH2M HILL has worked with the City in reinitiating the project at different time frames resulting in increase labor and expense costs without amending the current contract.

Various changes to the proposed project took place over the course of time, which were not included in the original Statement of Work. As part of the concept level approval the Washington Avenue improvements were to include an urban design (curb and sidewalk) between OR-201 and just east of Park Boulevard and then switching to a rural section with ditches to connect into the existing North Oregon. After the 60% submittal, the City changed direction; they wanted to complete the design and construction of a complete urban (curb & sidewalk) section between OR-201 connecting to North Oregon. This decision was made so the new roadway section could be matched to the future North Oregon Phase 2 improvements. This modification required additional design of the roadway, storm drainage, lighting, and pavement markings. In addition the City requested the design for NW 16th to provide access to the City Maintenance facilities. The City also requested that the design for the water and sanitary sewer connection to the new City Maintenance facility be pulled out of the current roadway design package and be completed as an independent package for construction including plans, specification, estimate, and bidding documents for advertisement. This work has been completed independent of the roadway design and the City is currently negotiating right of way prior to the project being advertised for construction. The contract was not amended at that time for either of these changes.

CH2M HILL discussed with the City the additional costs being incurred because of these changes. At that time funding to complete the roadway project was unknown. It was discussed that the roadway project could just be shelved (stopped) at this time and the remaining contract to be used for completing the water & sewer line package to the maintenance facility. However, with the final authorization of the Oregon Jobs and Transportation Act of 2009, the City is advancing the roadway project. This Statement of Work describe herein is to complete the professional engineering services associated with the design and preparation of construction contract documents to allow the City to advertise the project.

Project Assumptions

The section is supplemented with the following:

It is anticipated the Project will be advertised for construction bids no later than March 2012. The completion of work to be performed as part of this amended statement of work will end on April 30, 2012 unless a time extension is agreed to between the City and CH2M HILL.

Park Boulevard Realignment

The scope of work is supplemented with the following section:

CH2M HILL will provide the following coordination and design services to accommodate modifications to realignment of Park Boulevard to avoid the KSRV transmission tower grounding wires.

A. Attend one (1) meeting with the City discuss the realignment and relocation of Park Boulevard.

B. Field survey the grounding wires located by the City of Ontario staff. Survey existing topography for areas not included in the existing mapping including the NW 16th Street improvement area.

C. Design the realignment of the horizontal and vertical roadway geometrics to avoid the grounding wires located as part of the above task. Design curb, gutter, sidewalk, and access locations to accommodate the realignment. . Update current preliminary design plans.

D. Design the realignment of the proposed Park Boulevard 12" waterline and sewer line to accommodate the roadway realignment. The water and sewer line are part of the City's Project to supply services to the new City Maintenance facilities. Update the design plans and details. These plans were previously advanced to a construction bid level of detail. Submit the new plans to the City for review and comments.

E. Review impacts to the current design storm drainage system and complete design modifications to accommodate the realignment. The 72" culverts for the dork canal will require relocating and will increase the overall length of the structures. . Update current preliminary design plans.

F. Review impacts to the current design of the illumination system and complete design modifications to accommodate the realignment. Update current preliminary design plans.

G. Update pavement markings and signing to accommodate the realignment. . Update current preliminary design plans.

H. Revise legal descriptions and exhibits for right of way and easements necessary to accommodate the realignment.

I. Update permit applications to accommodate the realignment, including the Joint USACE 404 Permit, Wetlands Delineation Report, Erosion and Sediment Control

Plan (ESCP), and the 1200-C permit application. Permit application fees are not included and will be the responsibility of the City.

Park Blvd – Deliverables

- Updated Water and Sewer Plans for City Maintenance Shop
- Plan sheets, details and specifications resulting from this design are included in the final design task listed below.

1 PROJECT MANAGEMENT

1.1 Schedule

This section is amended to the following:

CH2M HILL's project manager will prepare and submit a revised project schedule for the completion of this statement of work to the City.

1.2 Project Meetings

This section is amended to the following:

CH2M HILL's project manager will attend periodic meetings with the City. A maximum of eight (8), two (2) hour meetings are budgeted as part of this statement of work.

1.3 Project Administration

This section is amended to the following:

CH2M HILL project manager will coordinate with the City and direct the project team including subcontractors in developing the specific project deliverables. Monitor budget and schedule, prepare monthly progress reports, and prepare monthly invoices. It is anticipated this task will require a maximum of five (5) hour per month by the Project manager and three (3) hours per month for administrative support for a period not to exceed thirteen (13) months.

1.4 Project Documentation

This section is amended to the following:

CH2M HILL project manager will perform work associated with documentation of the project including meeting notes, telephone records, and email archives to record decision made in the development of the Project. It is anticipated this task will require a maximum of two (2) hour per month by the project manager and two (2) hours per month for administrative support.

2 PUBLIC INVOLVEMENT

2.1 Public Meetings

No Change - Task completed and no additional work shall be performed.

2.2 Stakeholder Meetings

No Change - Task completed and no additional work shall be performed.

2.2. Exhibits & Meeting Materials

No Change - Task completed and no additional work shall be performed.

3 TOPOGRAPHIC SURVEYS & MAPPING

Survey and mapping completed as part of the I-84 North Ontario Interchange design project will be utilized as base information for the project and supplemented as necessary.

3.1 Control Survey

No Change - Task completed and no additional work shall be performed.

3.2 Field Survey

Original Contract task completed as defined.

This section is amended to the following:

CH2M HILL's subcontractor (CK3 LLC) will conduct topographic survey for the NW 16th roadway improvement area, for the limits shown on the preliminary design plans dated April 2011.

3.3 Dork Canal

No Change - Task completed and no additional work shall be performed.

3.4 Permission to Access

No Change - Task completed and no additional work shall be performed.

3.5 Construction Field Staking

This section is amended to the following:

CH2M HILL's subcontractor will stake the final design centerline at 50' intervals and centerline PI's, PC's, and PT's, for NW Washington Avenue, Park Boulevard, NW 16th Street, NW 9th Street and North Oregon Road to the limits shown on the preliminary design plans dated April 2011. The intent of this staking is to provide potential contractors the location of the new roadways. The staking will be completed with a wood lath and hub one time only a following the project's advertisement for bid. No other construction staking is included in the Statement of Work.

4 UTILITY COORDINATION & SURVEYS

4.1 Coordination

This section is amended to the following:

CH2M HILL will continue to coordinate with the City and Utility Owners to address potential utility conflicts and relocations. Attend two (2) field meetings with City and utility representatives.

4.2 Utility Locations

No Change - Task completed and no additional work shall be performed.

4.3 Subsurface Utilities

This section is amended to the following:

As of March 2011, no subsurface exploration of existing utilities has been performed by CH2M HILL. To better identify the potential conflicts specifically with Cascade Gas, a maximum of eight (8) potholes to locate the existing lines will be performed and surveyed to establish subsurface locations. The City of Ontario will provide the excavation services to expose the subsurface location. CH2M HILL's subcontractor (CK3 LLC) will survey the locations once exposed.

5 RIGHT-OF-WAY ENGINEERING & SURVEYING

5.1 Title Reports

This section is amended to the following:

ODOT will order and provide all title reports for the project.

5.2 Preliminary Parcel Exhibits and Legal Descriptions

This section is amended to the following:

CH2M HILL's has provided draft legal descriptions and parcel exhibits to the City. As of March 2011, no additional changes to these exhibits are anticipated or included in these services with the exception as listed below:

Any addition changes requested by the City throughout the Right of Way negotiations will be performed on a time and materials basis, which will be negotiated as needed.

5.3 Record of Survey

This section is amended to the following:

CH2M HILL's subcontractor (CK3 LLC) will prepare and file a record of survey for the new right of way boundaries after all acquisitions are completed in accordance with County standards.

5.4 Right of Way Monuments

This section is amended to the following:

CH2M HILL's subcontractor (CK3 LLC) will set property corners, alignment monuments or Right-of-Way monuments.

6 ENVIRONMENTAL EVALUATION

The project currently is not funded by federal funds and therefore is not under the jurisdiction and requirements of the Federal Highway Administration (FHWA). The project does require permits, certifications or other approvals from the United States Army Corps of Engineers (USACE), Oregon Water Resources Department (OWRD), Oregon Department of Environmental Quality (ODEQ), Oregon Department of State Lands (ODSL), and the City of Ontario.

6.1 Agency Coordination

This section is amended to the following:

In 2007 CH2M HILL preformed Agency coordination as part of the development of the initial permit application process. These permitting processes were put on hold. Since 2008 ODSL has changed the process for wetlands evaluations. CH2M HILL will perform agency coordination outlined below, hours identified reflect anticipated coordination required to reinitiate the permit process.

6.2 Application for Joint USACE 404 Permit

This section is amended to the following:

CH2M HILL will reinitiate the permit process and complete the Joint DSL/USACE 404 permitting. ODSL will require reformatting and additional field work to meet the 2009 state guidelines for wetlands delineation. CH2M HILL requires twenty (20) hours for redesign of drawings, permit preparation, permit submittal, and USACE coordination.

6.3 Cultural Resources

This section is amended to the following:

The original assumption and approach to completing this task was to utilize the work completed as part of the ODOT interchange project and propose a "No-Use Findings". A memorandum presenting the 'No-Use Findings" was submitted to the Oregon Department of Parks and Recreation, Division of Heritage Programs, State Historic Preservation Office (SHPO, in June 2008. However, SHPO rejected the initial assumption and required a field survey of the project area. CH2M HILL conducted the field survey and updated the memorandum but the project was put on hold at about this time, so the document was not resubmitted.

CH2M HILL reinitiated the process related to cultural resource evaluation based upon the work completed to date. A letter and memorandum materials , was submitted to the Oregon Department of Parks and Recreation, Division of Heritage Programs, State

Historic Preservation Office (SHPO) on December 27, 2010. A comment letter was sent from SHPO on January 4, 2011 requesting additional materials to aid them in reviewing the proposed findings. CH2M HILL is providing these materials and will continue to coordinate with SHPO to complete this task based on a "No-Use Findings". CH2M HILL will perform a maximum of twelve (12) hours completing this task. Any additional evaluation of cultural resources is not included in this task and will be performed on a time and materials basis.

6.4 Floodplain

This section is amended to the following:

Much of the project area is located in the 100-year floodplain. The project is will not encroach upon a regulatory floodway. A copy of the joint DSL/USACE 404 permit will be submitted to the City of Ontario Planning Department using the information from the 404 permit and base elevations from the survey provided by CH2M HILL. The City of Ontario staff will process a land use permit consistent with FEMA Floodplain Development Permitting and City of Ontario, City Code Chapter 10A-47, Flood Hazard Overlay Zone. No LOMR or CLOMR is anticipated for this project. No work is anticipated under this task. The work will be completed as part of Task 6.2.

6.5 Threatened and Endangered Species

This section is amended to the following:

CH2M HILL will update the threatened and endangered species list and perform a site reconnaissance of the limits of disturbance for protected species. Prepare a new preparation of a Findings of No Effect memorandum. CH2M HILL will perform a maximum of sixteen (16) hours completing this task. It is assumed a Findings of No Effect will be issued. Any additional detailed evaluation is not included in this task and will be performed on a time and materials basis.

6.6 Wetlands Delineation Report

This section is amended to the following:

CH2M HILL will reinitiate and update the Wetland Delineation Report for the project based on the 2009 ODSL/ACOE wetlands mapping standards. A new wetland delineation report will be revised and resubmitted to the ACOE and ODSL for approval. Mitigation sites will be identified and the City of Ontario shall participate in identification and selection of any offsite mitigation alternatives.

Wetland impacts identified will be amended based on the roadway configuration approved by the City as part of this amended statement of work. This work will be completed in accordance with the original statement of work. Anticipated work will require ten (10) hours of field work, twenty (20) hours to complete the Wetlands Delineation Report, and sixteen (16) hours of coordination with ODSL and ACOE.

6.7 SWPP Plan and NPDES Permitting

This section is amended to the following:

CH2M HILL will prepare the Erosion and Sediment Control Plan (ESCP) for construction of the sanitary sewer and water line. The ESCP will be completed in accordance with Oregon Department of Environmental Quality (DEQ) requirements. The ESCP will include a brief narrative outlining the nature of construction activities, locations of critical or sensitive areas within the project boundary, and the location and details of applicable Best Management Practices (BMPs).

CH2M HILL will prepare the 1200-C permit application package for stormwater discharge associated with construction activities. The 1200-C permit is required for projects that disturb greater than one (1) acre of land. The 1200-C permit application package will include the ESCP, a Land Use Compatibility Statement (LUCS) signed by the local Planning Department, and the 1200-C application form. The 1200-C must be submitted 30 days prior to commencing construction activities.

7 GEOTECHNICAL INVESTIGATIONS

No Change - Task completed and no additional work shall be performed.

8 PROJECT DEVELOPMENT

8.1 Existing Information

No Change - Task completed and no additional work shall be performed.

8.2 Street Concept Development

No Change - Task completed and no additional work shall be performed.

9 PRELIMINARY DESIGN

This section is amended to the following:

For the purpose of this amended statement of work, preliminary design tasks for the project are considered complete and no additional work will be performed.

10 FINAL DESIGN

This section is amended to the following:

CH2M HILL will prepare the final design for the project based on the configuration approved by the City as part of this amended statement of work. CH2M HILL will submit "Pre-Final Preliminary Design Plans" for review and comment from the City. These plans will incorporate comments previously provided by the City. In addition CH2M HILL will submit these "Pre-Final Preliminary Design Plans" to Utility Owners for identification of potential conflicts and relocations.

10.1 Roadway Design

This section is amended to the following:

The final roadway design and plans will be based on the comments received to date and the configuration approved by the City as part of this amended statement of work.

10.2 Dork Canal Structures

This section is amended to the following:

CH2M HILL will complete the final design for line and grade for the 72"RPC culverts on the Dork Canal. Headwalls will be included for both the inlet and outlet. The geometry of the culvert will be verified and revised to meet requirements of the final grading.

10.3 Traffic Signals

No change to this task.

Detailed traffic signal plans will not be required at this stage of project development.

10.4 Street Lighting

This section is amended to the following:

The final street lighting design and plans will be based on the comments received to date and the configuration approved by the City as part of this amended statement of work.

10.5 Signing and Pavement Markings

This section is amended to the following:

The final signing and pavement marking design and plans will be based on the comments received to date and the configuration approved by the City as part of this amended statement of work.

10.6 Drainage

This section is amended to the following:

The final storm drainage design is for mostly a complete urban style of containment including storm inlets and piping. The preliminary design was based on a combination of rural and urban containment. Final design will include storm drain pipeline profiles, inlet, catch basins, and sediment basins to accommodate the configuration approved by the City as part of this amended statement of work.

10.7 Sanitary Sewer and Waterline

This section is amended to the following:

The final sanitary sewer and waterline design and plans will be based on the comments received to date and the configuration approved by the City as part of this amended statement of work. Submit sanitary sewer and waterline plans and profiles to Oregon Health Services (OHS) for review and approval, and finalize plans and profiles based on OHS comments.

10.8 Utility Coordination

This section is amended to the following:

CH2M HILL will continue to coordinate with the appropriate utility companies throughout final design. Location of existing and new utilities will be shown on the roadway, waterline, and sanitary sewer plan sheets.

10.9 Opinion of Probable Construction Cost

This section is amended to the following:

Upon receipt and resolution of review comments by the City regarding the "Pre-Final Preliminary Design Plans", CH2M HILL will update construction quantities, bid items, and probable unit costs for the final design.

10.10 Contract Special Provisions

This section is amended to the following:

Upon receipt and resolution of review comments by the City regarding the "Pre-Final Preliminary Design Plans", CH2M HILL will compile and prepare a Draft Special Provisions for review and comment by the City.

CH2M HILL will review the project construction elements to determine the required CITY special provisions to supplement the ISPWC. Oregon Department of Transportation specifications and special provisions will be used to supplement the ISPWC as necessary. CH2M HILL will develop additional special provisions to address items not defined as part of the CITY or Oregon DOT standard specials. Submit five (5) copies of the special provisions to the CITY for review and comments.

10.11 Quality Control & Quality Assurance

No change to this task.

CH2M HILL will perform quality control and assurance review of the final design submittals.

10.12 Final Design Submittal

This section is amended to the following:

CH2M HILL will submit "Pre-Final Preliminary Design Plans" for review and comment from the City. Upon receipt of review comments and resolution with the City, CH2M Hill will make the appropriate revisions and prepare a "Final Preliminary Design Plans" and Special Provisions.

The Final Preliminary Design Plans and Special Provision will be shelved by the City until the Right of Way acquisition process is completed by ODOT and the project can be advertised for construction bids.

CH2M HILL will prepare and submit five (5) sets of half size scalable (11" x 17") final plans and Special Provisions to the CITY for review and comments.

10.13 Final Design Review Meeting

This section is amended to the following:

CH2M HILL will attend a "Pre-Final Preliminary Design Plans" to discuss the Cities review and comments.

10.14 Landscaping Design

The scope of work is supplemented with the following section:

As described in the email from the City dated December 27, 2010, CH2M HILL will design minimal landscaping features to include trees, irrigation, and rock mulch. Plans depicting the location of the trees, mulch depths, and irrigation service connection locations will be prepared. The City will provide the type and size of tree species to be included as part of the project. Technical contract special provision will be prepared for planting and performance for one tree species. A performance specification will be prepared for the contractor to design and construct of the irrigation system.

Section 10 - Deliverables

- Final Design Package will include 5 copies of the following:
  - Title Sheet
  - Typical Sections
  - Roadway & Storm Drainage Plan
  - Roadway & Storm Drainage Profile
  - Intersection Details
  - Dork Canal Structures
  - Sanitary Sewer Plan & Profile
  - Water Line Plan & Profile
  - Street Lighting
  - Signing & Pavement Markings
  - Landscaping Plans
- Estimate of Construction Costs (1 Copy)
- Contract Special Provisions (5 Copies)
- Review Comment Form (1 Copy)

11 BIDING DOCUMENTS

This section is amended to the following:

It is anticipated this task will be completed following the completion of the Right of Way acquisition process. No work related to this task will be completed until authorized by the City.

11.1 Contract Plans, Specifications, & Estimates

This section is amended to the following:

CH2M HILL will review and incorporate as appropriate the final design comments received from the City and other agencies. Complete final bid documents, plans and

specifications, ready for advertisement for construction bids along with a detailed cost estimate.

Submit to the CITY, one (1) set of final full size drawings (22"x34", 1"=50' scale or other scales approved by the CITY), original special provisions, and proposals, all in a form approved by the Director and suitable for reproduction.

11.2 Project Permitting

CH2M HILL will finalize the permitting processes as defined in Section 6 above of this statement of work. The City will be responsible for all required permitting fees.

11.3 Bidding Assistance

CH2M HILL will assist the CITY by attending one (1) pre-bid meeting; prepare addenda, and the conformed construction documents (plans and specifications) suitable for reproduction for the project. Assist the CITY in the tabulation, and analysis of bids received for the project. This meeting will be attended by the project manager only. The City will reproduce the bidding documents for advertisement including plans and specifications.

Section 11 - Deliverables

- Bid Document Package will include the following:
- Final 1/2 size (11"X17") Construction Plans (1 Copy)
- Final Full Size Drawings (1 original sealed Mylar)
- Estimate of Construction Costs (1 Copy)
- Contract Special Provisions (1 Copy)

In Witness Whereof, the parties hereto have executed this Agreement as of this _____ day of _____, 2011.

OWNER:
City of Ontario

By: _____
Henry Lawrence, City Manager

Date: _____

Attest: _____
Tori Barnett, MMC, City Recorder

Date: _____

CONSULTANT:
CH2M HILL

By: _____

Title: _____

Date: _____

Attest: _____
(Secretary)

Date: _____

City of Ontario Supplement
Exhibit E-1
July 20, 2011

CH2M HILL

Employee or Category		Hrs.	x	Rate	=	Cost
Project Manager		132		$ 199.58		$26,344.03
Civil Engineer		148		$ 164.03		$24,277.03
Design Engineer		382		$ 92.10		$35,183.73
CAD Technician		104		$ 105.39		$10,960.14
Administrative Assistant		69		$ 66.82		$4,610.30
Blank		0		$ -		$0.00
Blank		0		$ -		$0.00
Blank		0		$ -		$0.00
Blank		0		$ -		$0.00
Blank		0		$ -		$0.00
Blank		0		$ -		$0.00
Blank		0		$ -		$0.00
Blank		0		$ -		$0.00
0		0		$ -		$0.00
	Total Hrs.	835				$101,375.24

Subtotal - Fee Labor **$101,375.24**

Salary Escalation Cost (estimated)
Varies Per Task (See Individual Task Worksheet) 0.0%

Fee Total - Labor **$101,375.24**

Direct Expenses

	No.	Each		Cost
Reprographics	0	$4.00	LS	$0.00
Mail/Deliveries/etc.	0	$10.00	/Each	$0.00
Mileage	2,620	$0.510	/Mile	$1,336.20
Auto Rental/Gasoline	0	$85	/day	$0.00
Lodging	0	$75	/day	$0.00
Travel Total (airfare, train, etc)	0	$350	/Trip	$0.00
Parking	0	$12	/day	$0.00
PerDiem	0	$0	/day	$0.00
Misc Expenses	300	$1.00	LS	$300.00
Vendor	0	$1.00	/Each	$0.00
Vendor	0	$1.00	LS	$0.00
Vendor	0	$1.00	LS	$0.00
	Direct Expense Total			**$1,636.20**

Subcontractor

See Individual Task	LS	$12,700.00	
See Individual Task	LS	$6,450.00	
See Individual Task	LS	$0.00	
See Individual Task	LS	$0.00	
	Subcontractor Total	$19,150.00	

Subtotal **$20,786.20**

Total (rounded) **$122,160.00**

AGENDA REPORT
August 15, 2010

TO: Mayor and City Council

FROM: Henry Lawrence, City Manager

SUBJECT: Snake River Transit Bench and Shelter Locations

DATE: August 10, 2011

SUMMARY:

Attached are the following documents:

- July 7, 2011 memo from Loni Debban concerning locations
- May 2, 2011 Council staff report, Franchise and License Agreement, and Exhibits

The purpose of this agenda item is for the Council to give approval to SRT for the bus stop locations where they propose to install advertising benches and shelters.

DISCUSSION

On May 2, 2011 the Council approved a franchise and license agreement with the Malheur Council on Aging and Community Services with regard to the placement of SRT benches and shelters. The agreement was approved by Council, with the stipulation that the item be brought back for final approval of the locations and design.

The Ontario Municipal Code requires approval from the Council to place benches and bus shelters that contain advertising, within City rights-of-way.

STAFF RECOMMENDATION:

Approval.

PROPOSED MOTIONS:

"I move that the City Council approve the locations for benches and shelter placements within City rights-of-way, consistent with the franchise and license agreement with Malheur Council on Aging and Community Services that was approved on May 2, 2011."

Henry Lawrence - Bus Shelter placement

From: Loni Debban <loni@mcoainfo.org>
To: Henry Lawrence <Henry.Lawrence@ontariooregon.org>
Date: 7/7/2011 4:36 PM
Subject: Bus Shelter placement

Dear Henry: ODOT just notified me that I will need another documented categorical exclusion for the shelters – once they are decided. I contacted TVT for drive input on the locations that riders frequent and wanted to put the shelters at that location – with the exception of WalMart because riders can stand inside out of the elements and wait for a ride. If I don't hear from TVT by Monday, I will choose the locations to put the shelters without driver input.

Please let me the process I should follow to get the categorical exclusion for the shelters on Monday.

When MCOA&CS applied for the grant for bus benches it included the Documented Categorical Exclusion for the benches that was provided by David Richey.

The plan is to place the benches on the following locations:

Bus Stop #2 - SE 1st Ave & SE East Ln. (west side);
Bus Stop #3 - SE 5th Ave. (north side) & SE 6th St.;
Bus Stop #4 SW 4th St. (east side) & SW 11th Ave.;
Bus Stop #6 - SW 4th Ave. (north side) & SW 10th St.;
Across from Bus Stop #7 - SW 30th St (across from social security office) & SW 7th Ave.;
Bus Stop #8 - SW 3rd Ave. & NW 9th St. (east side);
Bus Stop #9 - NW 8th Ave. (south side) & NW 9th St.;
Bus Stop #10 - NW 8th Ave. (south side) & NW 2nd St.;
Across from Bus stop #10 (north side) NW 2nd St
&
Bus Stop #11 NW 6th Ave.

The attached maps have the locations through googlemaps.

Is there a way to get better maps for the locations through the City of Ontario?

Thank you,

Loni Debban, Executive Director
Malheur Council on Aging & Community Services
842 Southeast First Avenue – PO Box 937
Ontario, OR 97914
541-889-7651 Ext. 232
FAX: 541-889-4940

Malheur Council on Aging & Community Services is a private non-profit organization providing services for the

AGENDA REPORT
May 2, 2011

TO: Mayor and City Council

FROM: Larry Sullivan, City Attorney

THROUGH: Henry Lawrence, City Manager

SUBJECT: MCOA Bus Shelter Agreement

DATE: April 25, 2011

SUMMARY:
Attached is the following document:

- Malheur Council on Aging and Community Services Franchise and License Agreement, with Exhibits A and B.

DISCUSSION:
Malheur Council on Aging and Community Services (MCOA) is an Oregon public benefit corporation with 501(c)3 tax exempt status. It has received grant funds from Malheur County to purchase and install benches and bus shelters for use by customers of the Snake River Transit bus system. The proposal is to install those benches and shelters at the locations within the City specified in Exhibit "A" to the attached Agreement. The benches and shelters will be designed in accordance with Exhibit "B" to the attached Agreement.

The specified locations are within the City rights-of-way, on public sidewalks. The proposal is to authorize MCOA to install and maintain the benches and shelters without the payment of a fee to the City, because the installation of the benches and shelters will be a benefit to the city residents who use the bus service.

MCOA has requested that it be allowed to put advertising on the benches and bus shelters. This is allowed under the City Code if done with the City's permission, through a franchise agreement. The content of the advertising will be within MCOA's discretion. The Oregon courts have determined that cities may not constitutionally regulate or restrict the content of commercial advertising, so the City will not be able to control the advertisements that are placed on the benches or shelters. However, MCOA intends to adopt a written policy informing advertisers of the kinds of advertising MCOA will accept, which MCOA will provide to the Council at the Council's request.

The attached Agreement requires MCOA to keep the benches and shelters in good condition, free from graffiti. The Agreement also requires MCOA to indemnify the City from any claims arising from the use of the benches and shelters as well as the advertising that is done. The City may terminate the Agreement for cause within 30 days, or within 180 days without cause.

RECOMMENDATION:
City staff recommends that the City Council approve the MCOA Franchise and License Agreement.

PROPOSED MOTION:
I move that the City Council approve the Malheur Council on Aging and Community Services Franchise and License Agreement.

FRANCHISE AND LICENSE AGREEMENT

This Agreement, entered into this _____ day of _____, 2011, by and between the City of Ontario, Oregon ("the City") and Malheur Council on Aging and Community Services, an Oregon public benefit corporation ("MCOA").

RECITALS:

A. MCOA desires to install benches and bus shelters on City sidewalks within the City rights-of-way for the use of customers of the Snake River Transit public transportation system.

B. MCOA also desires to install commercial advertising signs on said benches and shelters.

C. City Code Section 8-8-19 authorizes the City to grant license agreements to entities desiring to occupy City rights of way.

D. City Code Section 10A-57-188 designates signs painted on the surface of bus shelters or street benches as accessory uses in any zone within the City so long as it is done pursuant to a franchise agreement with the City.

E. The City is willing to grant MCOA a franchise and license for the installation of said benches and shelters with commercial advertising signs on the terms and conditions of this Agreement.

AGREEMENT:

1. The City grants to MCOA a franchise and revocable license to install and maintain benches or bus shelters on City sidewalks within the City rights-of-way at the specific locations identified in Exhibit "A" attached hereto. The shelter and bench designs, as well as the placement of shelters rather than or in addition to benches at specific locations, shall be subject to the review and approval of the Ontario City Council.

2. The specific placement of MCOA benches and bus shelters at the locations in Exhibit "A" shall be subject to approval of the Public Works Director or his designee, to minimize unnecessary interference with pedestrian use of the City sidewalks and insure conformity with the City Code, including the vision clearance requirements of Section 10A-57-15.

3. MCOA will be solely responsible for the maintenance and upkeep of all benches and bus shelters in the City rights-of-way under this Agreement and shall keep said benches and shelters in good condition and repair and free from graffiti. MCOA is designated as the owner of said benches and shelters under the provisions of Title 7, Chapter 4 of the City Code, requiring owners of property to promptly remove graffiti.

4. At its sole discretion, MCOA may solicit advertising to be placed on MCOA's benches and bus shelters within the City rights-of-way. MCOA shall hold the City harmless from any claims arising from its agreements with advertisers.

5. MCOA shall be solely responsible for all decisions concerning the content of all information to be displayed on signs on its benches and bus shelters. MCOA shall hold the City harmless from any claims arising from such decisions.

6. MCOA will indemnify and hold City harmless from any claims of injury to persons or property relating to the installation, use and maintenance of MCOA's benches and bus shelters.

7. If MCOA is in default of any provisions of this Agreement, MCOA shall correct the default to the City's satisfaction within thirty days of receiving written notice of the default from the City. If MCOA fails to correct the default, City may terminate this agreement without further notice to MCOA.

8. City may revoke MCOA's license to occupy the City rights-of-way granted in this Agreement without cause upon delivering to MCOA not less than 180 days written notice of revocation. This Agreement shall terminate on the revocation date.

9. Upon termination of this Agreement for any reason, MCOA shall promptly remove all benches and bus shelters installed within City rights-of-way and restore the rights-of-way to the same condition as existing prior to their installation.

IN WITNESS WHEREOF, this Agreement is effective on the date first above written.

CITY OF ONTARIO:
By:

_____
Henry Lawrence, City Manager

MALHEUR COUNCIL ON AGING AND COMMUNITY SERVICES
By:

_____
Loni Debban, Executive Director

Attest:

_____
Tori Barnett, MMC, City Recorder

eoute

Stop #	Bus Stop Location		Stop Times	Interests Nearby
1	NE 2nd Ave. & NE East Ln. (southeast corner of Walmart building)		On the hour	Walmart
2	SE 1st Ave. & **SE East Ln.** (west side)		+ :03	Oregon Department of Human Services, Da Vita Four Rivers Dialysis Center
3	**SE 5th Ave.** (north side) & SE 6th St.		+ :07	
4	SW 11th Ave. & **SW 4th St.** (east side)		+ :11	
5	SW 7th Ave. & College Blvd. **(parking lot of TVCC)**		+ :19	Treasure Valley Community College
6	**SW 4th Ave.** (north side) & SW 10th St.		+ :23	Holy Rosary Hospital
7	SW 6th Ave. & SW 30th St. **(parking lot of Social Security Admin.)**		+ :29	Social Security Administration
8	SW 3rd Ave. & **NW 9th St.** (east side)		+ :34	Ontario Pharmacy
9	**NW 8th Ave.** (south side) & NW 9th St.		+ :38	Malheur County Fairgrounds
10	**NW 8th Ave.** (south side) & NW 2nd St.		+ :41	
11	**NE 6th Ave.** (south side) & NE 2nd St.		+ :49	Ore-Ida
1	NE 2nd Ave. & NE East Ln. (southeast corner of Walmart building)		—	Walmart
1	NE 2nd Ave. & NE East Ln. (southeast corner of Walmart building)		On the hour	Walmart
12	Hwy 30 (south side) & Holy Rosary Dominican Health Services		+ :03	Holy Rosary Dominican Health Services
13	**NW 16th St.** (south side) & Woodgrain Millwork	*	+ :06	Woodgrain Millwork
14	NE 12th St. & **N Pennsylvania Ave.** (west side)	*	+ :08	
15	**SW 2nd St.** (north side) & S Whitley Dr.	*	+ :13	Fruitland City Hall
16	N Whitley & **N Whitley Dr.** (east side)		+ :15	
17	**Hwy 95 at River Ridge Trailer Park.** (east side)		+ :17	
17A	**Hwy 95 at Shady River Trailer Park.** (east side)		+ :18	
18	4th Ave S & S Main St.		+ :21	Albertsons, Kiwanis Park
19	2nd Ave. N & **S Main St.** (east side)		+ :22	
20	**3rd Ave. N** (north side) & N 12th St.		+ :26	Payette County Courthouse
21	**Center Ave.** (north side) & N 9th St.		+ :28	Payette Post Office
22	7th Ave. N & **N 6th St.** (southeast corner)		+ :30	
23	7th Ave. N & **N 6th St.** (northwest corner)		+ :35	
24	1st Ave. N & **N 6th St.** (west side)		+ :37	
25	6th Ave. S & **S 12th St.** (west side)	Payette	+ :41	
12	NW 16th St. (south side) & Woodgrain Millwork	Fruitland	+ :47	Woodgrain Millwork

***The bus will pass through Fruitland twice befo returning to Ontario. In order to reduce time spent on t bus, riders wanting to go from Fruitland to Ontario shou board on the 2nd leg of the Fruitland/Payette loop.**

EXHIBIT "A"

Google maps Address SE 1st Ave. & SE East Ln

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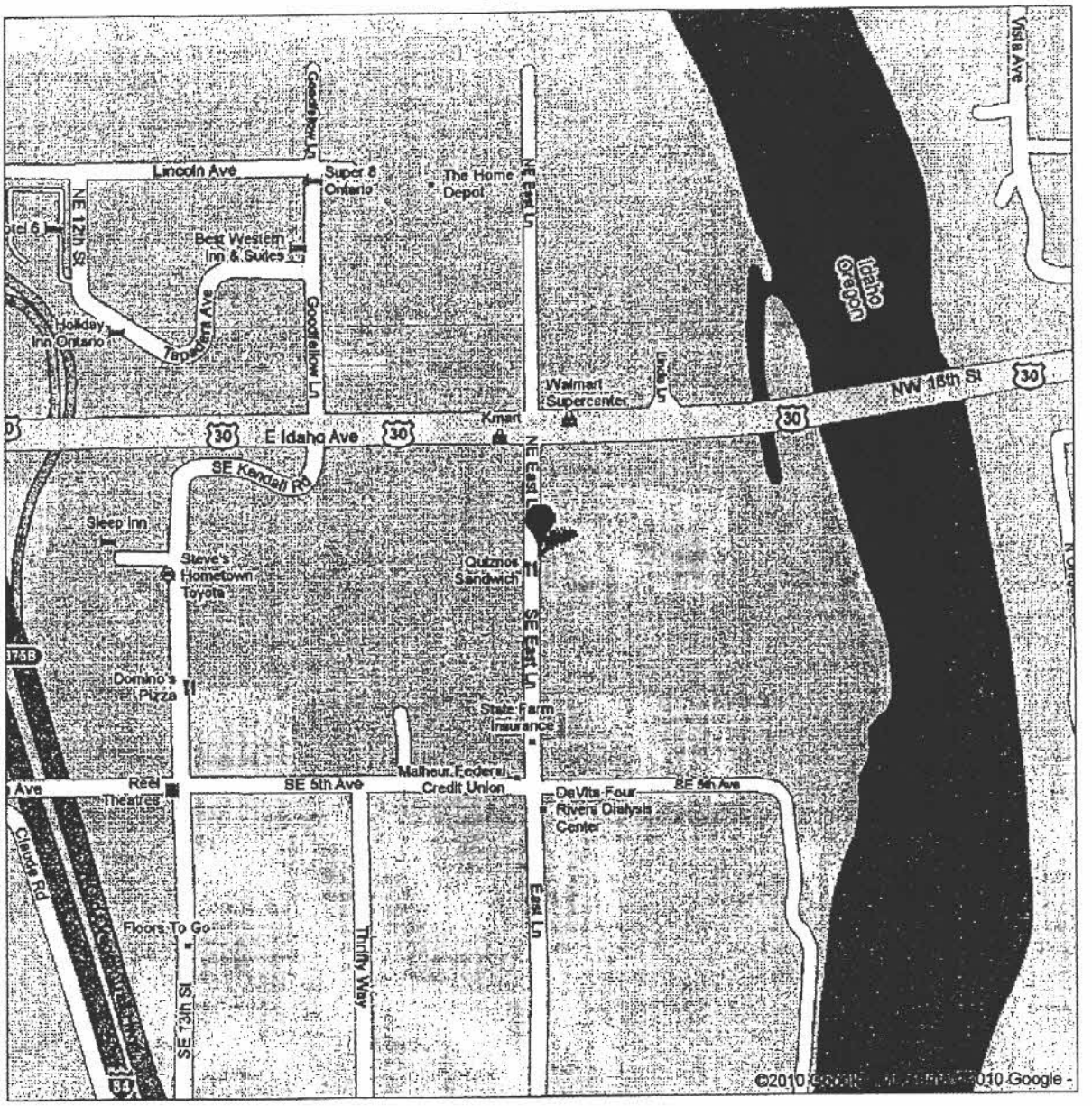
2

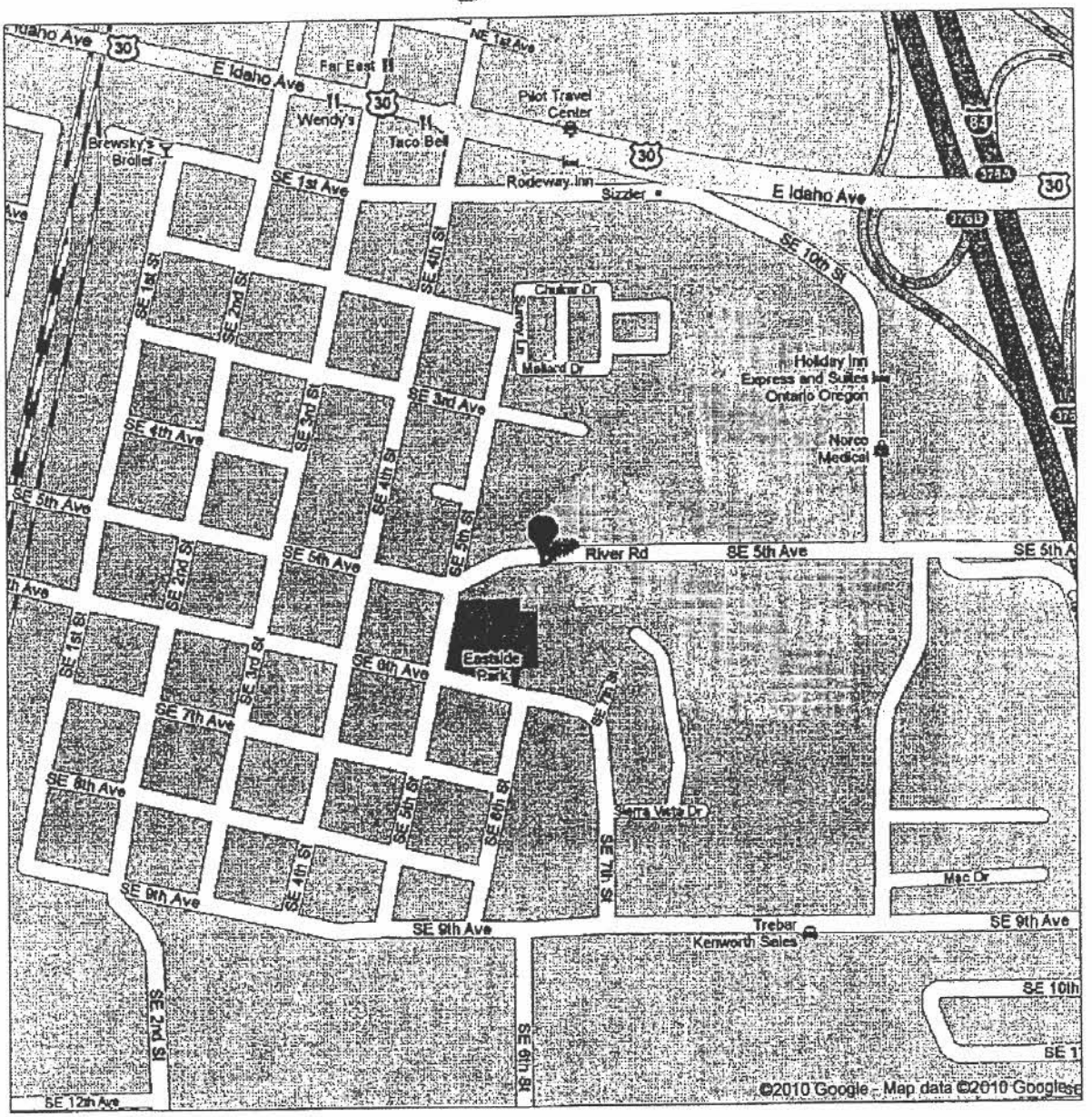


Stop 2

Google maps Address SE 5th Ave. & SE 6th St

Get Google Maps on your phone
Text the word "GMAPS" to 466453

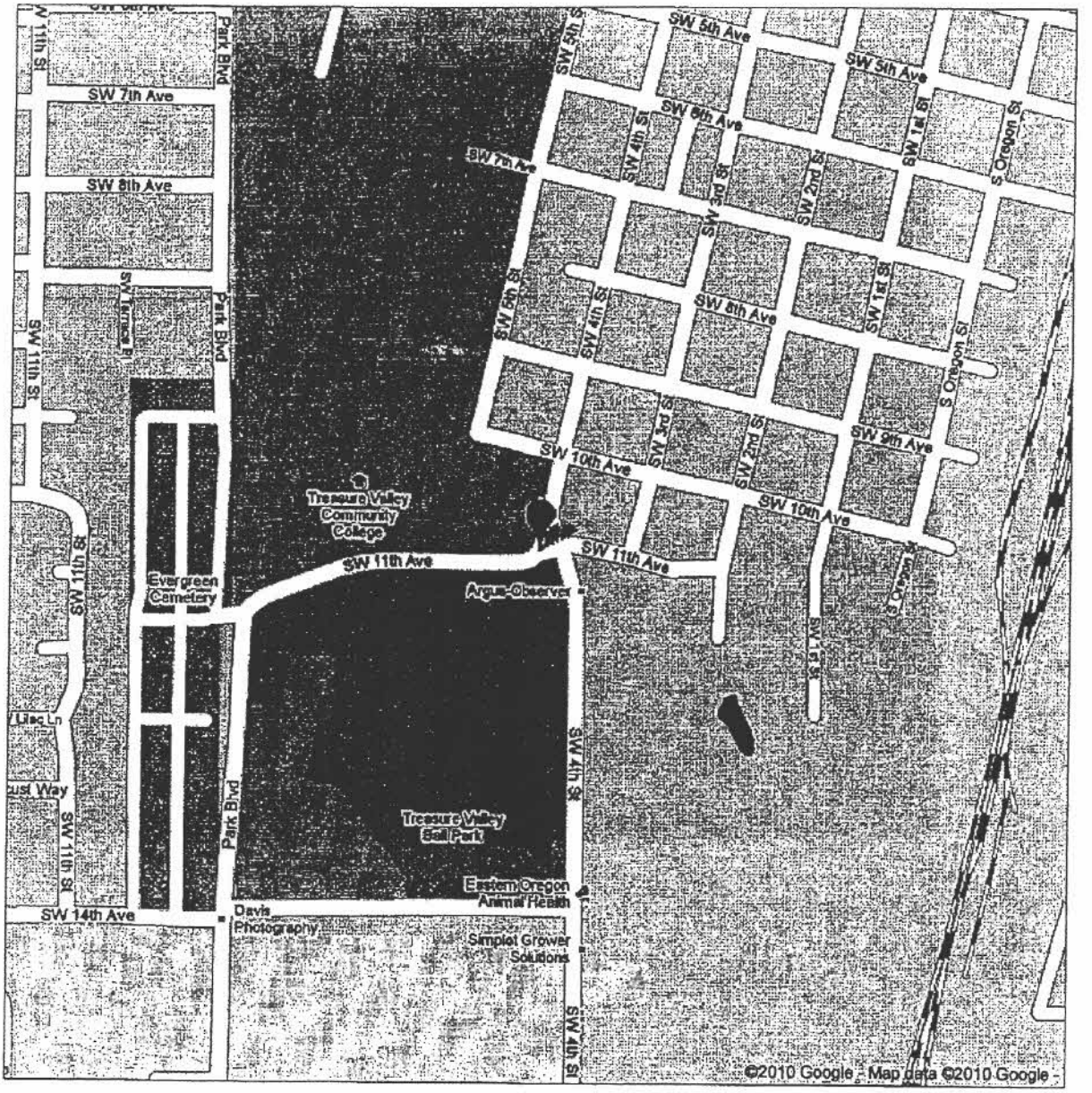
3



Stop 3

Google maps Address SW 4th St & SW 11th Ave Ontario, OR 97914

Get Google Maps on your phone
Text the word "GMAPS" to 466453

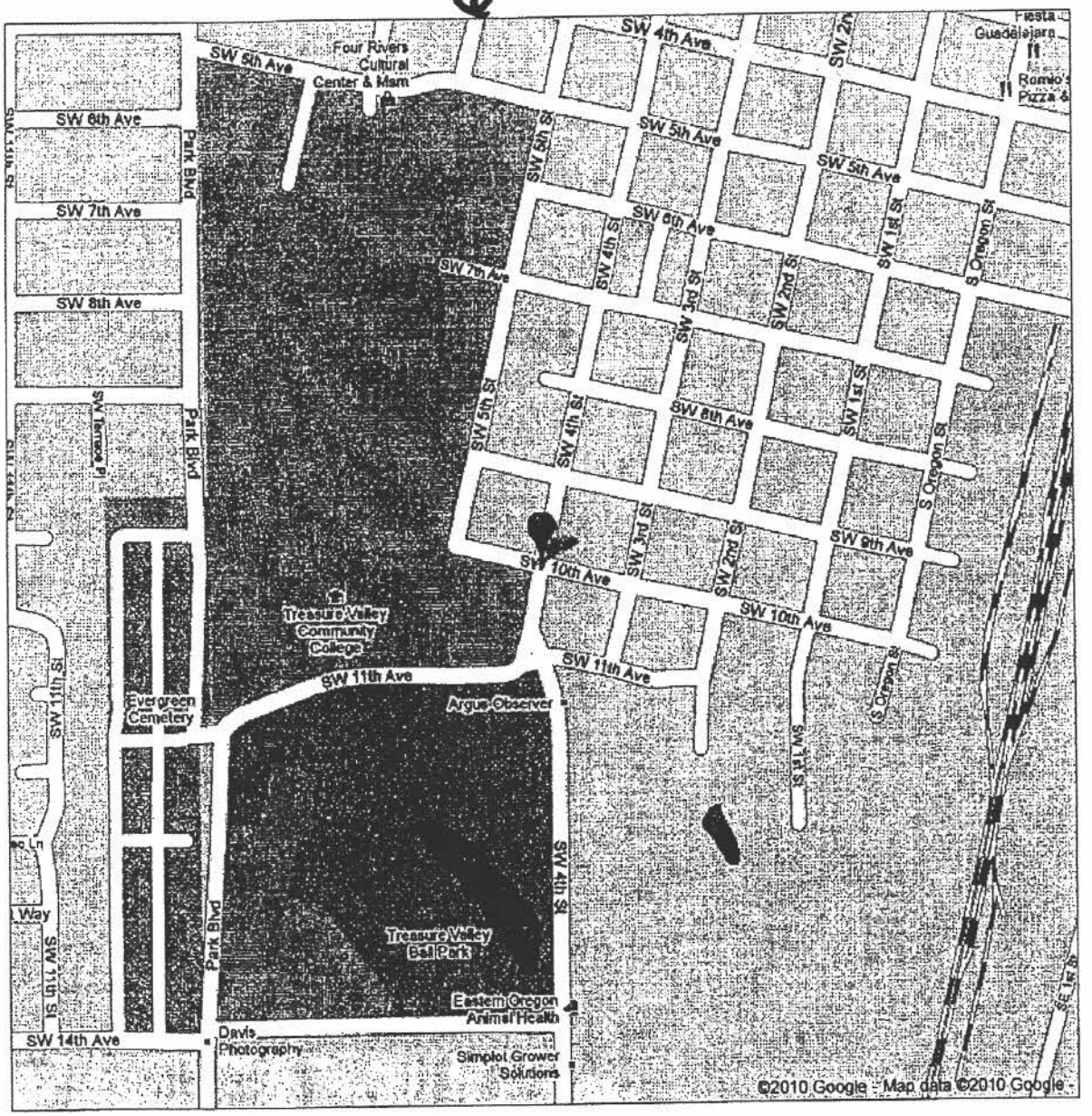


Stop 4

Google maps Address SW 4th St & SW 10th Ave Ontario, OR 97914

Get Google Maps on your phone
Text the word "GMAPS" to 466453

6



Stop 6

NO picture

Google maps Address SW 30th St & SW 6th Ave Ontario, OR 97914

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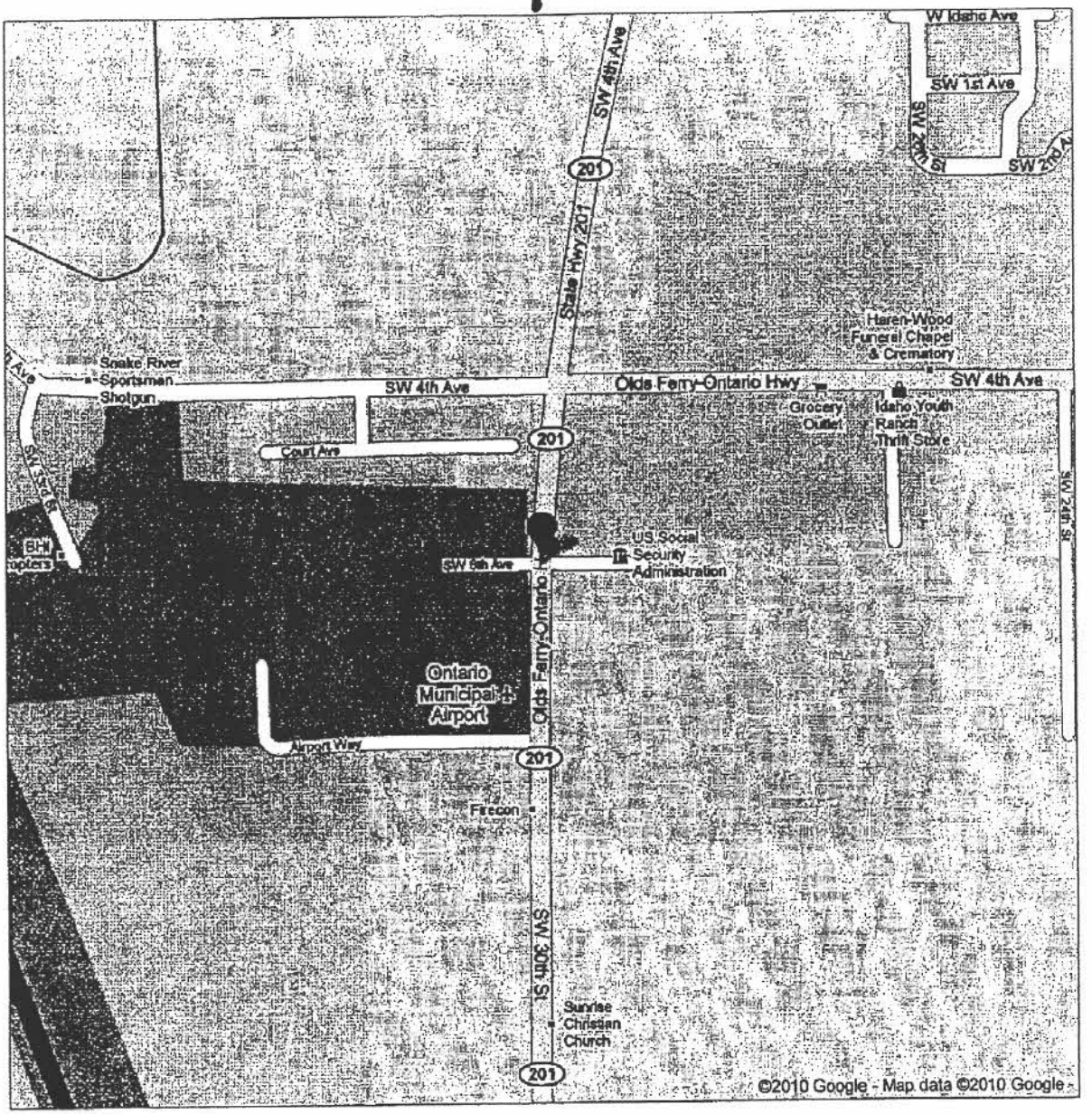
7



Stop 7

Google maps Address SW 3rd Ave & SW 9th St
Ontario, OR 97914

8

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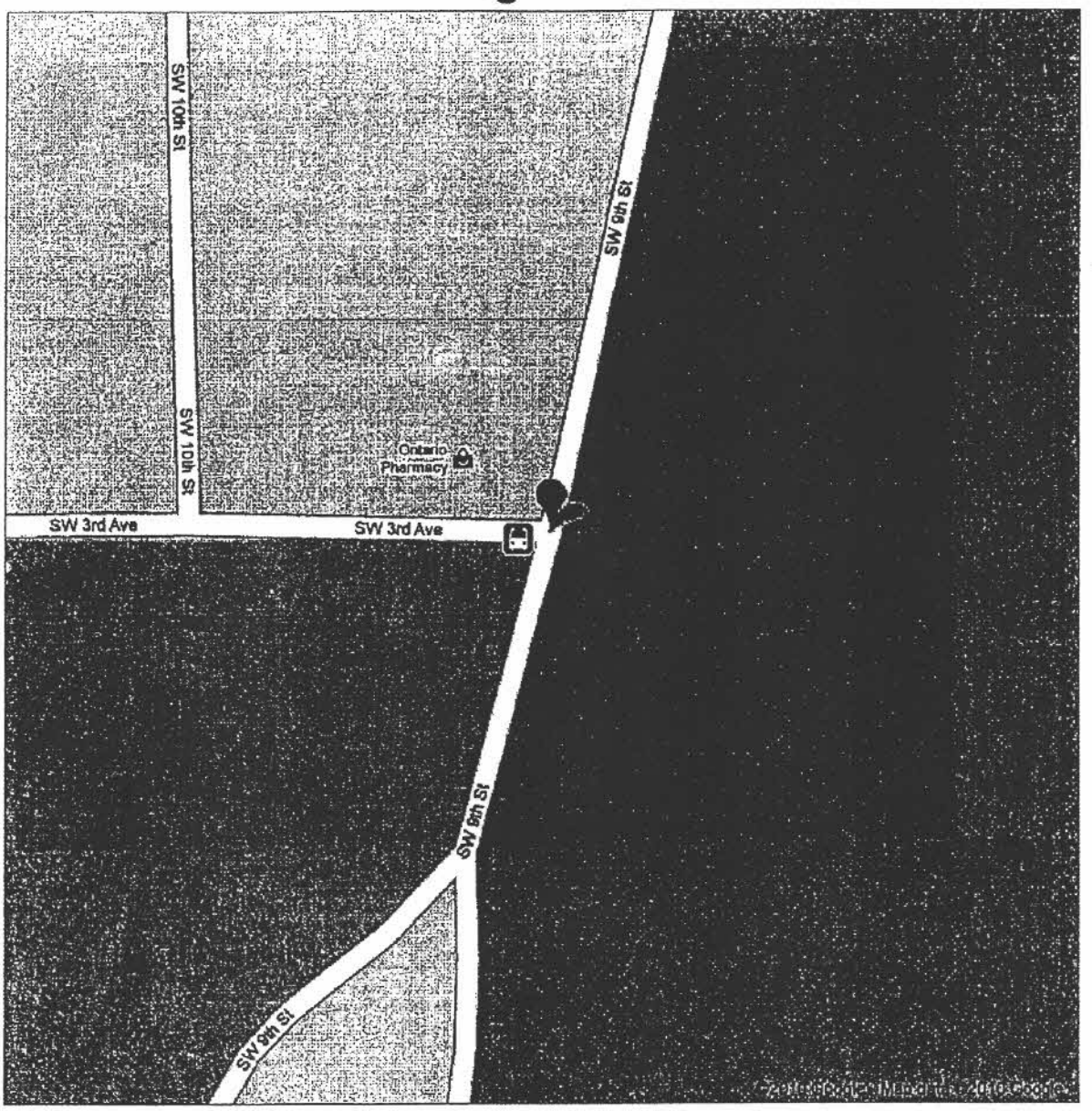

STOP 8

Google maps Address NW 8th Ave & NW 2nd St Ontario, OR 97914

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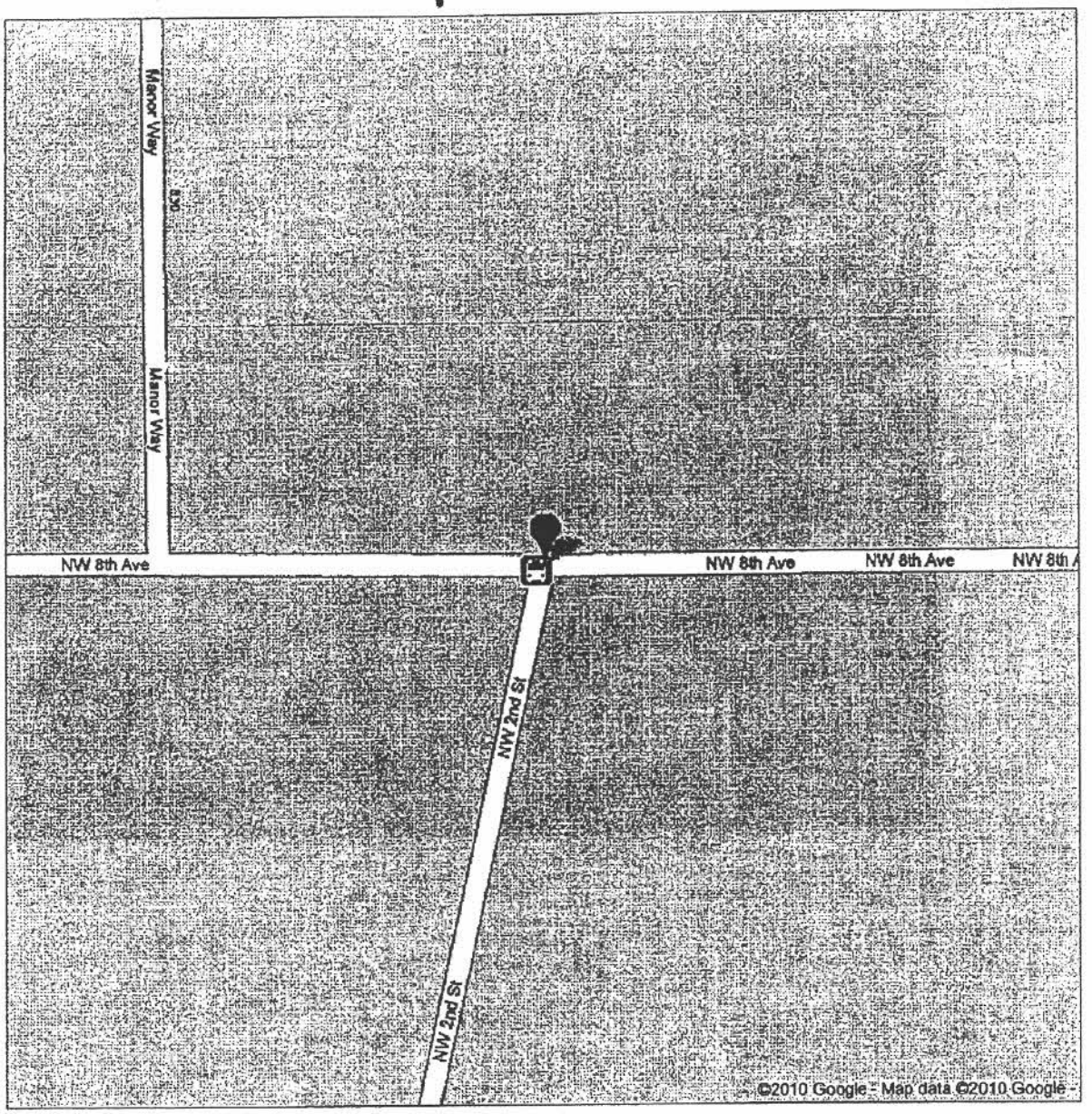
10



Stop 10

Google maps Address NE 2nd St & NE 6th Ave
Ontario, OR 97914

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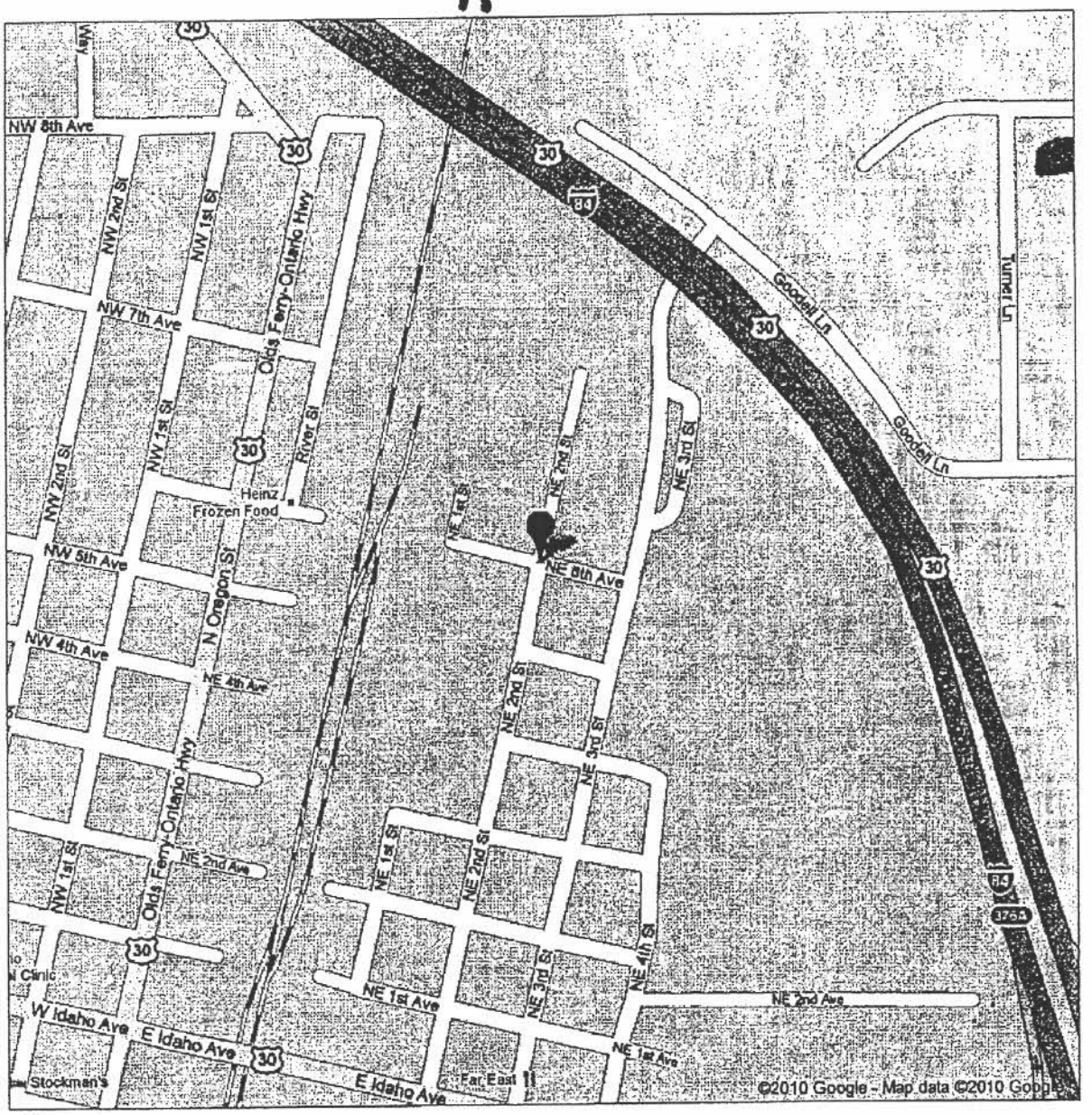
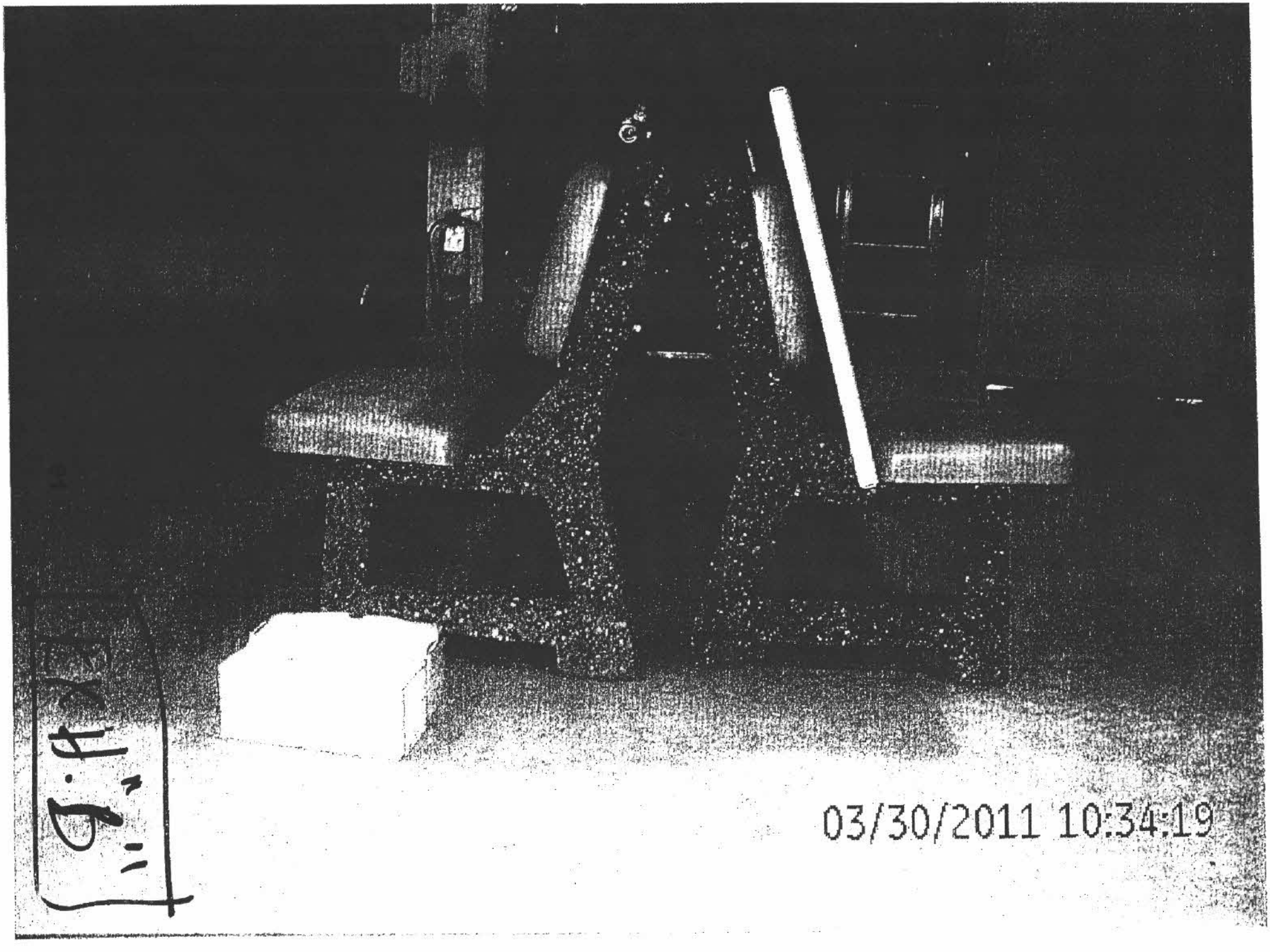
11



Stop 11

No picture

Snake River
Transit
Public Transit Serving Malheur and Payette Counties
03/30/2011 10:33:58


03/30/2011 10:34:19

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Exh. "B"