

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

AGENDA

**CITY COUNCIL - CITY OF ONTARIO, OREGON
Tuesday, September 8, 2015, 7:00 p.m., M.T.**

- 1) Call to order**
Roll Call: Norm Crume _____ Tessa Winebarger _____ Charlotte Fugate _____ Thomas Jost _____
Larry Tuttle _____ Betty Carter _____ Mayor Ron Verini _____

2) Pledge of Allegiance

This Agenda was posted on Wednesday, September 2, 2015. Copies of the Agenda are available at the City Hall Customer Service Counter and on the city's website at www.ontariooregon.org.

3) Motion to adopt the entire agenda

4) Consent Agenda: Motion Action Approving Consent Agenda Items

- A) Approval of Minutes of Regular Meeting of 08/17/2015 1-8
B) Liquor License Renewal Application: Kanpai 9
C) Proclamation: City of Ontario as a Purple Heart City 10
D) Approval of the Bills

5) Department Head Updates: Thursday

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

7) Old Business:

- A) Ordinance #2705-2015: Amend OMC 7-1-1 and 4 re Abatements (*Final*) 11-16
B) Ordinance #2706-2015: Cascade Natural Gas Franchise Renewal (*Final/Emergency*) 17-25

8) New Business

- A) Resolution #2015-146: Update Fees for Code Enforcement Services 26-28
B) Resolution #2015-147: Approval of Enterprise Zone Request: Energy Transport, LLC 29-39
C) Update Building Inspection Program MOA 40-47
D) Proposed Agreement with J-U-B Engineering for AIP 3-41-0044-012 48-70

9) Public Hearing(s)

- A) Community in Action CDBG Application 71-81
B) Resolution #2015-145: Supplemental Budget for BLM Building Repairs 82-84

10) Hand-Outs/Discussion Items

- A) Project Proposal re SW 18th Avenue (Malheur County RRA3)
B) Minutes: County Court (08-12-15); SREDA (08-05-15)
C) Departmental Stats: Fire, PW
D) Financials

11) Correspondence, Comments and Ex-Officio Reports

12) Executive Session: ORS 192.660(2)(a)

13) Adjourn

ONTARIO CITY COUNCIL MEETING MINUTES
Monday, August 17, 2015

The regular meeting of the Ontario City Council was called to order by Mayor Ronald Verini at 7:00 p.m. on Monday, August 17, 2015, in the Council Chambers of City Hall. Council members present were Ronald Verini, Norm Crume, Charlotte Fugate, Betty Carter, Tessa Winebarger, Thomas Jost, and Larry Tuttle.

Members of staff present were Tori Barnett, Larry Sullivan, Marcy Siriwardene, Pete Morgan, Mark Alexander, Dan Cummings, Kari Ott, Betsy Roberts and Cliff Leeper. The meeting was recorded, and copies are available at City Hall.

Thomas Jost led everyone in the Pledge of Allegiance.

AGENDA

Charlotte Fugate moved, seconded by Tessa Winebarger, to adopt the Agenda as presented. Roll call vote: Crume-yes; Winebarger-yes; Fugate-yes; Jost-yes; Tuttle-yes; Carter-yes; Verini-yes. Motion carried 7/0/0.

CONSENT AGENDA

Betty Carter moved, seconded by Thomas Jost, to approve the Consent Agenda item A: Approval of Minutes of Regular Meeting of 08/03/2015; and Item B: Approval of the Bills. Roll call vote: Crume-yes; Winebarger-yes; Fugate-yes; Jost-yes; Tuttle-yes; Carter-yes; Verini-yes. Motion carried 7/0/0.

PUBLIC COMMENT

John Briedenbach, Ontario Chamber of Commerce, was concerned about the cleanliness of the City of Ontario. He was appreciative of CH2M cleaning the alley recently near the Chamber of Commerce and would like to have more frequent cleaning of Idaho Street and Oregon Street, especially in the underpass area.

OLD BUSINESS

Resolution #2015-142: Allowance for Bad Debts and Write Offs Policy

Kari Ott, Finance, presented.

The proposed resolution was to establish an Allowance for Bad Debts and Write Offs Policy. The City Council had authority to establish and modify the Financial Policies and Procedures as needed, to bring policies into compliance with current laws and needs of the City of Ontario.

The 2013-2014 Audit reflected a deficiency due to a lack of policy to write-off uncollectible utility billing accounts. The attached policy should remove this significant deficiency from the Audit as it provided the processes that would be followed in order to write off uncollectible accounts.

The Council discussed this policy at the July 30, 2015 Work Session and the August 3, 2015 Council meeting; however, the action was tabled pending the inclusion of additional information regarding returning accounts that had previously been written off. The attached policy addressed that issue.

Charlotte Fugate moved, seconded by Norm Crume, that the City Council approve **RESOLUTION 2015-142, A RESOLUTION APPROVING ALLOWANCE FOR BAD DEBTS AND WRITE OFFS POLICY**. Roll call vote: Crume-yes; Winebarger-yes; Fugate-yes; Jost-yes; Tuttle-yes; Carter-yes; Verini-yes. Motion carried 7/0/0.

NEW BUSINESS**Bid Award: Wastewater Collection System Improvements**

Betsy Roberts, CH2M Engineer, presented.

The Wastewater Collection System was evaluated, resulting in segments in various locations around the city identified for replacement. Plans and drawings were made detailing the replacement project. Five of the replacements were bid as either pipe bursting or dig and replace and the other four were bid as dig only. Money was budgeted for replacement of these segments in the amount of \$520,000. Bids were opened August 4, 2015 for the Wastewater Collection System Improvements. Three bids were received, summarized in the below table.

Cascade Pipeline – Meridian Idaho	\$494,032.50
Granite Excavation – Cascade Idaho	\$536,514.55
Titan Technologies – Boise Idaho	\$575,322.00

The apparent low bid submitted for the Wastewater Improvements came from Cascade Pipeline for \$494,032.50. From the amount remaining, [\$25,967.50], \$1,195.34 paid for the advertisement of the bid in the Argus Observer, Idaho Statesman and Daily Journal of Commerce. The amount left, [\$24,772.16] would serve as a contingency for the project.

Charlotte Fugate moved, seconded by Norm Crume, that the Mayor and City Council **award the Wastewater Collection System Improvements 2015 Bid to the apparent low bidder, Cascade Pipeline Corporation of Meridian, Idaho for \$494,032.50.** Roll call vote: Crume-yes; Winebarger-yes; Fugate-yes; Jost-yes; Tuttle-yes; Carter-yes; Verini-yes. Motion carried 7/0/0.

Bid Award: Aquatic Center Survey Company

Charlotte Fugate, City Councilor/Committee Chair, presented.

The Pool Committee has held several meetings, and was now ready to move forward with the market survey, as recommended by the YMCA. This survey would be designed to determine what the community would like to see in its aquatic center, such as if there was interest in a child-care room, or better seating for spectators; did the citizens support a splash park, or would they like to see a concession stand. Bids were solicited, and only two were returned. The apparent low bidder was Moore Information, Inc., who also offered the survey in Spanish.

Moore Information, Inc.	\$14,500
Strategic Research Associates	\$19,500

The Aquatic Fund could pay the \$14,500 from line item 125-008-615550 (Contract Services) which had received \$36,287 during the budget process.

Tessa Winebarger moved, seconded by Norm Crume, the Mayor and City Council **award the Aquatic Center Community Survey Bid to Moore Information, Inc., for \$14,500.** Roll call vote: Crume-yes; Winebarger-yes; Fugate-yes; Jost-yes; Tuttle-yes; Carter-yes; Verini-yes. Motion carried 7/0/0.

Councilor Jost asked when the project would begin.

Councilor Fugate answered that the committee would get together with the survey committee concerning the survey and was projected to begin in the next week or so.

CH2M HILL Amendment No. 1 to Contract with City of Ontario – FY15-16

Tori Barnett, Interim City Manager, presented.

CH2M HILL has requested approval of proposed Amendment No. 1 to the existing Agreement for Operation, Maintenance, and Management Services for the City of Ontario. The initial contract expired June 30, 2015, and the proposed Amendment No. 1 would be retroactive to July 1, 2015. CH2M HILL was requesting a 2.90% escalation from the previous contract, which equated to an increase of \$139,183, for a total overall fiscal cost of \$4,938,598.

Staff met with CH2M HILL staff to go over the proposed Amendment, and was given the opportunity to submit requests for additions, deletions, or changes to the existing Agreement. Following that meeting, as well as Council input from the August 13, 2015, Work Session, the issues addressed and/or amended were:

- Clearer verbiage on responsibilities, i.e. “they” became specifically either CH2 or the City, throughout the entire Agreement.
- Appendix A, Section A.6, was deleted in its entirety and replaced with the following: “Capital Expenditures” ~~means any expenditures for (1) the purchase of new equipment or facility items that cost more than Fifteen Thousand Dollars (\$15,000); or (2) Repairs that cost more than Fifteen Thousand Dollars (\$15,000); or (3) expenditures that are planned, non-routine, and budgeted by Owner.~~ shall mean any expenditure for a capital improvement which the City elects to or is required to pay under its Capital Improvement Fund for either new equipment or facilities, or for non-routine expenditures which are planned and budgeted for.
- Section D.7 was added to include the physical address of the Ontario Airport.
- Appendix H, Section H.1, was amended to include the Recreation Building for custodial services, and the Ontario Golf Course for building inventory tracking.
- A.1.32 has been amended to read “CH2M HILL shall mark all public collection lines and pressure lines ~~according to~~ with a margin of error of 2 feet of each side of the locate, in accordance with the Oregon Administrative Rules, Chapter 852, Division 1, as defined in the Oregon Utilities Coordinating Council Standards Manual.
- A.1.46 has been amended to read ~~fifth (5th)~~ second (2nd) business day, (with regard to responding to work orders for water distribution and meter reading). Any Work Order received after 3:30 p.m. will be considered received on the next business day.
- A.1.57.4 has been added: City and CH2M HILL agree that the Base Fee set forth in Appendix E is based upon an assumption of four (4) major snow events (of two (2) inches or more of snow) per year. In the event that the number of major snow events exceed four (4) events, the Parties agree to negotiate, in good faith, additional compensation.
- A.1.57.5 has been amended, in part, to read: The lane-miles of primary ~~routes is 33.693~~ and secondary ~~snow (collector) routes total 23.877~~ is 41.5.
- A.1.57.6 has been amended to read: Selected residential streets, which shall be mutually agreed upon by CH2M HILL and the City, will be plowed by CH2M HILL when snow accumulation is six (6) inches or more, within a twenty-four (24) period. Residential snow routes total approximately ~~66.63~~ 170 lane miles.
- A.1.57.7 has been amended to read: Stakes are provided or delivered from the City, at no charge, to the disabled and elderly who are unable to clear the berm at their homes. CH2M HILL will clear the driveway at the curb of any residential structure displaying such a stake located on a primary or secondary route, as soon as possible when snow is removed from ~~residential streets~~: such primary or secondary route.

- A.1.64 has been amended to read: Installation and maintenance of traffic signals is currently performed by The State of Oregon Department of Transportation (ODOT). CH2M HILLHILL shall coordinate with ODOT, when requested. CH2M HILL will not be responsible for any damages caused by ODOT or its contractors for performing repairs on or around City traffic signals.
- A.1.67.3 has been added: Any work which requires the certification of a traffic engineer shall not be considered within the scope for this Section 11.1.1 and shall be considered an Out of Scope service.
- A.1.68.5 has been added: Any project requiring an engineering stamp shall not be considered within the scope of this Section B.11.2 and shall be considered an Out of Scope service.
- A.1.84.6 has been deleted: ~~Maintain City's security cameras. Any replacement or repairs of the Camera shall be considered a Repair. Cameras are located at City Hall, WT Plant, WW Plant and the Golf Course as listed in Appendix H.1. HAS BEEN ADDED BACK IN TO CONTRACT UNDER B.14.1.6.~~
- A.1.89.1 has been amended, in part, to read: CH2M HILL shall inspect, monitor and manage the work of CH2M HILLHILL's subcontractors City contractors, and vendors providing services related to the Services.
- A.1.90.3.2 has been amended, in part, to read: Flower beds and rocked areas ~~must~~ shall be sprayed and weeded as necessary by CH2M HILL.
- A.1.90.6 has been amended to read: Leaves shall be raked, gathered, and removed from the sites set forth on Appendix H, including all bed areas and between shrubs, by CH2M HILL beginning October 15 with timing as mutually agreed to by the City and CH2M HILL until November 15.
- A.1.105 has been amended, in part, to read: Inspect, monitor and manage the work of ~~CH2M HILL's~~ City's subcontractors, and vendors providing maintenance services.
- A.1.112 has been removed in its entirety, as it is an exact duplicate of A.1.107 (regarding cemetery operations).
- A.1.113 has been removed in its entirety (regarding accepting payments at the cemetery).
- New Section added B.18 Weed Abatement:
 - B.18.1 CH2M HILL shall provide weed abatement services to the height prescribed by City Code, as directed by City, on private property which the City has determined are in violation of the City's codes, rules, and regulations.
 - B.18.2 CH2M HILL shall be provided with a police escort in performing all work on private property. The police escort shall assess the site prior to a CH2M HILL employee performing weed abatement services on the property, and shall remain with the CH2M HILL employee until all of the abatement work is completed.
 - B.18.3 City shall, to the fullest extent allowable by law, indemnify CH2M HILL.
- New Section added B.19 Municipal Airport Facilities Maintenance:
 - B.19.1 CH2M HILL shall perform grounds maintenance for the municipal airport, described in Appendix D.7, including weed abatement to the height specified by City Code of the grounds, mowing, and snow removal in accordance with the FAA standards for annual airplane operations for over 10,000 and less than 40,000 in annual airplane operations, as set forth in the table below.

- New Section added to Appendix C - **Table 1-2. Clearance Times for Non-Commercial Service Airports**

<i>Annual Airplane Operations</i> (includes cargo operations)	<i>Clearance Time1 (hour)</i>
<i>40,000 or more</i>	<i>2</i>
<i>10,000 – but less than 40,000</i>	<i>3</i>
<i>6,000 – but less than 10,000</i>	<i>4</i>
<i>Less than 6,000</i>	<i>6</i>
<p><i>General: Although not specifically defined, Non-Commercial Service Airports are airports that are not classified as Commercial Service Airports [see Table 1-1, general note]. Footnote 1: These airports may wish to have sufficient equipment to clear 1 inch (2.54 cm) of falling snow weighing up to 25 lb/ft³ (400 kg/m³) from Priority 1 areas within the recommended clearance times.</i></p>	

- Appendix B deleted in entirety – replaced by new Appendix B
- Appendix E deleted in its entirety – replaced by new Appendix E

Councilor Jost ask about the police escort and who would be there.

Ms. Barnett answered it would be Dallas and it would only be for occupied property.

Councilor Tuttle asked who Dallas was.

Chief Alexander stated Dallas was the Ordinance Officer, however, his preference for Dallas’s title would be Code Enforcement Officer.

Mayor Verini asked to include that modified language in the contract.

Norm Crume moved, seconded by Charlotte Fugate, that the City Council **approve Amendment No. 1 to the CH2M HILL Agreement for Operations, Maintenance, and Management Services for the City of Ontario, dated August, 2015, and that the Mayor be authorized to execute the Amendment with the medication of the working verbiage of Police Officer changed to Code Enforcement Officer. [No vote]**

Councilor Tuttle asked who and/or what OMI was, with regard to the signature block on the Contract.

Cliff Leeper, CH2M HILL, Ontario Public Works Director, stated that OMI was the parent company of CH2M, and reminded them this was just an amendment to the original agreement, not a new contract.

[Restated motion for the record and vote]

Norm Crume moved, seconded by Charlotte Fugate, that the City Council **approve Amendment No. 1 to the CH2M HILL Agreement for Operations, Maintenance, and Management Services for the City of Ontario, dated August, 2015, and that the Mayor be authorized to execute the Amendment with the medication of the working verbiage of Police Officer changed to Code Enforcement Officer.** Roll call vote: Crume-yes; Winebarger-yes; Fugate-yes; Jost-yes; Tuttle-yes; Carter-yes; Verini-yes. Motion carried 7/0/0.

FAA Application for Federal Assistance 2015 – Ontario Airport Projects

Pete Morgan, Airport Manager, presented. OR Toby Epler, P.E., J-U-B Engineers, Inc., presented.

A FAA Grant Application was required as part of the FAA process. A FAA Application for Federal Assistance allowed the FAA to issue an FAA Grant to the city to fund the Airport Improvement Project. Once the FAA Grant Application was accepted, the city would be required to accept the FAA Grant Offer to receive the funding. In 2009, 2011, and 2013, the City Council approved FAA Application for Federal Assistance for FAA projects.

The FAA Application for Federal Assistance requested \$196,371 of FAA funding, which was 90% of the project. The city would be responsible for 10%, which equated to \$21,819. This figure was originally presented as a cost estimate of \$105,557, with a city match of \$10,557; however, the FAA has imposed a few new regulations and requirements, including a new GIS stipulation, which accounted for the increase.

Betty Carter moved, seconded by Charlotte Fugate, that the City Council **authorize the City Manager to sign the FAA Application for Federal Assistance, as well as accept and sign the FAA Grant Offer upon receipt, to receive FAA funding for the FY 2015 Ontario Airport FAA Airport Improvement Project (AIP)**. Roll call vote: Crume-yes; Winebarger-yes; Fugate-yes; Jost-yes; Tuttle-yes; Carter-yes; Verini-yes. Motion carried 7/0/0.

Ordinance #2705-2015: OMC 7-1-1 and 4: Nuisance and Health Regulations (1st Reading)

Mark Alexander, Police Chief, presented.

The Police Department would like to amend Municipal Code Title 7, Chapter 1, Sections 1 and 4 relating to Nuisance and Health Regulations in order to be more effective.

Nuisances such as weeds, garbage and debris became unsightly, created fire hazards, reduced property values, and inhibited attempts of economic development. On occasion, owners were not proactive in property care and in some cases, it went unaddressed. Ontario City Code identified noxious weeds and weeds over 10" as a nuisance. City code also defined a variety of conditions left upon a property as a nuisance.

Currently, the Code Enforcement Officer could notify a property owner or person in charge that a nuisance existed and give them specified days to remove the issue. If not addressed, the City had the authority to abate the nuisance and charge the property owner or person in charge for costs incurred.

In the second quarter of 2015, Ontario Code Enforcement Officers issued 270 abatement notices, but only had to complete (17) seventeen actual abatements. Staff time was spent preparing the notices and confirming compliance. Even with compliant property owners or persons in charge, second or subsequent notices were being sent each year.

Currently, the Code read that upon receiving an abatement notice or an assessment of fees, a property owner or person in charge could file an appeal, to be heard before the Ontario Municipal Court. Proposed Ordinance #2705-2015 provided language changes and procedures to assess an administrative fee for second and subsequent abatement notices sent to the same person in charge of property after an initial abatement notice, and also changed appeals to be heard before a the City Manager or Designee, before going to a Hearings Officer, eliminating the involvement of the Ontario Municipal Court.

Property owners or persons in charge would receive a bill for second or subsequent abatement notices. This would initially result in more work for the Code Enforcement Officers and Finance Department for collections and liens. The city might see an increase in appeals and sustain costs for hearings.

Tessa Winebarger moved, seconded by Norm Crume, the Council **adopt Ordinance #2705-2015, AN ORDINANCE AMENDING ONTARIO MUNICIPAL CODE TITLE 7, CHAPTER 1, SECTIONS 1 AND 4, RELATING TO NUISANCE AND HEALTH REGULATIONS, on First Reading by Title Only**. Roll call vote: Crume-yes; Winebarger-yes; Fugate-yes; Jost-yes; Tuttle-yes; Carter-yes; Verini-yes. Motion carried 7/0/0.

Ordinance #2706-2015: Renew Cascade Natural Gas Franchise Agreement

Larry Sullivan, City Attorney, presented.

The City of Ontario had a current franchise agreement with Cascade Natural Gas Corporation (Cascade NGC), which was a ten-year agreement beginning October 1, 2005, and expiring on September 30, 2015. The current agreement included a 5% franchise fee paid to the city and charged against the gross revenues earned by Cascade NGC.

Under Oregon law, Cascade NGC paid a 3% franchise fee from its own profits, and passed on to its customers the remaining 2% franchise fee. Therefore, for each \$100 charged by Cascade NGC to an Ontario customer for natural gas, the customer paid an extra \$2, representing the 2% franchise fee passed on to that customer by Cascade NGC.

Based upon prior discussions with the Council to set a uniform franchise fee of 7% for all utilities whenever possible, Ordinance No. 2706-2015 increased the Cascade NGC franchise fee from 5% to 7%, effective on October 1, 2015. If approved by the Council, this would increase the portion of the fee passed on to Ontario customers from 2% to 4%. The maximum franchise fee that could be set under Oregon law was 8%. Section 8 [Page 5] of the proposed Franchise Agreement authorized the city to increase the franchise fee to that amount upon 90-days' notice to Cascade NGC.

Section 13 [Page 7] reduced the franchise term from 10 years to five, but it included an automatic renewal for an additional five years. This gave the city the opportunity to renegotiate the franchise agreement after five years if it chose to do so.

Cascade NGC had not reviewed the proposed Agreement. If the Council approved a first reading of Ordinance No. 2706-2015, the City Attorney recommended postponing the second reading until Cascade NGC had given preliminary approval to the Agreement. If Cascade NGC requested any changes, they could be incorporated into the Agreement prior to the second reading.

An emergency clause was added to Ordinance No. 2706-2015 to insure that it was effective when the current franchise agreement expired on September 30, 2015.

Charlotte Fugate moved, seconded by Betty Carter, the City Council **approve Ordinance No. 2706-2015, An Ordinance Granting A Natural Gas Franchise To Cascade Natural Gas Corporation, And Declaring An Emergency, on first reading by title only.** Roll call vote: Crume-no; Winebarger-yes; Fugate-yes; Jost-yes; Tuttle-no; Carter-yes; Verini-yes. Motion carried 5/2/0.

City Manager Vacancy

Ron Verini, Mayor, presented.

Mayor Verini called the City Manager hiring company, Slavin, last Friday, and wanted to move forward by having a telephonic meeting at the next work session or prior to the next work session. He asked Ms. Barnett to set up a meeting with Paul Wenbert for the evening of Monday August 31, 2015. He wanted the Council to get together a job description and to get some ballpark figures on the City Manager salary.

Mr. Sullivan stated that there may need to be a contract signed before the Slavin representative would fly to Ontario.

Charlotte Fugate moved, seconded by Larry Tuttle, to sign a contract with Slavin Management Consultants, hiring them as the consultants for the City Manager search. Roll call vote: Crume-yes; Winebarger-yes; Fugate-yes; Jost-yes; Tuttle-yes; Carter-yes; Verini-yes. Motion carried 7/0/0.

CORRESPONDENCE, COMMENTS, EX-OFFICIO REPORTS

Norm Crume stated he done a drive-around the city, looking at properties for code enforcement items and the city was a bit behind in weed abatement.

Mr. Leeper presented Councilor Crume with a potted weed, as Councilor Crume had been very displeased to see it residing in the City Hall parking lot. It has now gone to a new home. Also, the abatement issue was being addressed, and it was hoped that an improvement would be noticed shortly.

ADJOURN

Tessa Winebarger moved, seconded by Betty Carter, that the meeting be adjourned. Roll call vote: Crume-yes; Winebarger-yes; Fugate-yes; Jost-yes; Tuttle-yes; Carter-yes; Verini-yes. Motion carried 7/0/0.

APPROVED:

ATTEST:

Ronald Verini, Mayor

Tori Barnett, MMC, City Recorder

AGENDA REPORT - CONSENT
September 8, 2015

TO: Mayor and City Council

FROM: Mark Alexander, Chief of Police

THROUGH: Tori Barnett, Interim City Manager

**SUBJECT: LIQUOR LICENSE APPLICATION – CHANGE IN OWNERSHIP
Kanpai Club (Full On-Premises Sales)**

DATE: August 28, 2015

SUMMARY:

Kanpai Club has completed the “Change in Ownership” application process for “Full On-Premises Sales” liquor license privileges through the Oregon Liquor Control Commission for their business, Kanpai Club, located at 375 East Idaho Avenue, Ontario, Oregon.

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

BACKGROUND:

A Criminal Record process was completed on corporation officers and managers and are compliant with OLCC regulations. The application forms have been filled out appropriately and required fees have been paid. All Permit requirements have been met.

RECOMMENDATION:

Following review of this application and provided information in accordance with the City of Ontario’s ordinance regulating this license, staff recommends approval of the application for Change in Ownership / Full On-Premises Sales for Kanpai Club.

PROCLAMATION
City of Ontario Designated as a
Purple Heart City

WHEREAS, the City of Ontario has supported its military veteran population for over 100 years; and

WHEREAS, the Purple Heart is the oldest military decoration in present use and was initially created as a Badge of Military Merit by General George Washington in 1782; and

WHEREAS, the Purple Heart was the first American Service Award for Decoration made available to the common soldier and is specifically awarded to members of the United States Armed Forces who have been wounded or paid the ultimate sacrifice in combat with a declared enemy on the United States of America; and

WHEREAS, the mission of the Military Order of the Purple Heart is to foster an environment of goodwill among the combat-wounded veteran members and their families, promote patriotism, support legislative initiatives and most importantly, to ensure we never forget; and

WHEREAS, the Ontario metropolitan area has a large, highly-decorated veteran population, including many Purple Heart recipients; and

WHEREAS, Oregon was added as a Purple Heart State, July 6, 2015; and

WHEREAS, Ontario appreciates the sacrifices our Purple Heart recipients made in defending our freedoms and believe it is important that we acknowledge them for their courage and show them the honor, support, and respect they have earned and so rightly deserve.

NOW, THEREFORE BE IT RESOLVED that the City Council of the City of Ontario, Oregon, hereby proclaims the City of Ontario a

PURPLE HEART CITY

and the Council hereby encourages the citizens of Ontario to show their appreciation for the sacrifices Purple Heart recipients have made in defending our freedoms, to acknowledge their courage, and to show them the honor, support, and respect they have earned and deserve.

In witness whereof, I have hereunto set my hand this 11th day of September, 2015.

Ronald Verini, Mayor
City of Ontario



AGENDA REPORT – OLD BUSINESS

September 8, 2015

TO: Mayor and City Council

FROM: Mark Alexander, Chief of Police

Through: Tori Barnett, Interim City Manager

SUBJECT: ORDINANCE #2705-2015: AN ORDINANCE AMENDING ONTARIO MUNICIPAL CODE TITLE 7, CHAPTER 1, SECTIONS 1 and 4, OF NUISANCE AND HEALTH REGULATIONS (Final Reading)

DATE: August 15, 2015

SUMMARY:

Attached are the following documents:

- Ordinance #2705-2015

The Police Department would like to amend Municipal Code Title 7, Chapter 1, Sections 1 and 4 relating to Nuisance and Health Regulations in order to be more effective.

PREVIOUS COUNCIL ACTION:

08-14-2015 City Council passed the first reading of Ordinance #2705-2015.

BACKGROUND:

Nuisances such as weeds, garbage and debris become unsightly, create fire hazards, reduce property values and inhibit attempts of economic development.

On occasion, owners are not proactive in property care and in some cases, it goes unaddressed. Ontario City Code identifies noxious weeds and weeds over 10” as a nuisance. City Code also defines a variety of conditions left upon a property as a nuisance.

Currently, the Code Enforcement Officer can notify a property owner or person in charge that a nuisance exists and give them specified days to remove the issue. If not addressed, the City has the authority to abate the nuisance and charge the property owner or person in charge for costs incurred.

In the second quarter of 2015, Ontario Code Enforcement Officers issued 270 abatement notices, but only had to complete (17) seventeen actual abatements. Staff time is spent preparing the notices and confirming compliance. Even with compliant property owners or persons in charge, second or subsequent notices are being sent each year.

Upon receiving an abatement notice or an assessment of fees, a property owner or person in charge may file an appeal, to be heard before the Ontario Municipal Court.

Ordinance #2705-2015 provides language changes and procedures to assess an administrative fee for second and subsequent abatement notices sent to the same person in charge of property after an initial abatement notice. Ordinance #2705-2015 also changes appeals to be heard before a hearings officer as opposed to the Ontario Municipal Court.

FINANCIAL IMPLICATIONS:

Property owners or persons in charge would receive a bill for second or subsequent abatement notices. This will initially result in more work for the Code Enforcement Officers and Finance Department for collections and liens. The City might see an increase in appeals and sustain costs for hearings.

RECOMMENDATION:

Staff recommends the City Council adopt Ordinance #2705-2015.

PROPOSED MOTION:

I move the Council adopt Ordinance #2705-2015, **AN ORDINANCE AMENDING ONTARIO MUNICIPAL CODE TITLE 7, CHAPTER 1, SECTIONS 1 AND 4, RELATING TO NUISANCE AND HEALTH REGULATIONS**, on Second and Final Reading by Title Only.

ORDINANCE NO. 2705-2015

**AN ORDINANCE AMENDING ONTARIO MUNICIPAL CODE
TITLE 7, CHAPTER 1, SECTIONS 1 AND 4**

- WHEREAS,** nuisances such as weeds and garbage on properties within the City affect the look of neighborhoods, create fire hazards and reduce property values; and,
- WHEREAS,** there are times when property owners are not proactive and even negligent on weed and garbage control; and,
- WHEREAS,** the City of Ontario has established regulations for the identification and abatement of such nuisances; and,
- WHEREAS,** regulations relating to weed and garbage control in City Code Sections 7-1-4 need to be changed in order to be more effective.

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

Section 7-1-4 of the Ontario City Code is hereby amended by eliminating those portions which are stricken and adding those which are underlined:

Abatement procedure.

(A) Notice to Abate.

1. For an initial violation of the nuisance provisions of the City Code, the City Manager or the City Manager's designee shall cause a written notice to be served either personally on the property owner or the person responsible, or by registered or certified mail to the address of the property owner noted in the Malheur County Tax Assessor's office for tax notices to be sent or through a property title search. If the property has an occupied structure on it, notice may also be posted on the property. For service by mail, service shall be complete upon deposit in the mail. Notice shall be deemed sufficient if it complies with the procedure set forth herein, whether or not the property owner or person responsible receives actual notice.
2. ~~For any additional violations of the same nuisance prohibition on the same property caused by the same person responsible within twelve (12) months of the date of the initial notice, the City shall not be required to personally serve or mail a written notice against the person responsible. Service of a notice of a second or subsequent violation may be done by posting notice on the property.~~ Second or subsequent _____ violations from the date of the initial notice and by the same person responsible, shall be subject to an assessment of an administrative fee, regardless if the second or subsequent violations are corrected.

3. The initial notice to abate shall contain:

- (a) A description of the real property, by street address or otherwise, on which the nuisance exists.
- (b) A direction to abate the nuisance within five (5) days for occupied properties and ten (10) days for unoccupied properties from the date of the notice.
- (c) A description of the nuisance, a citation to the section(s) of the City Code which are violated, and a description of the corrective action required.
- (d) A statement that unless the nuisance is removed, the City may abate the nuisance and the cost of abatement will be charged to the person responsible and assessed as a lien on the property.
- (e) A statement that failure to abate a nuisance may result in a fine.
- (f) A statement that the person responsible may appeal from the notice to abate by giving notice to the City Manager or his designee within ten (10) days from the date of the notice.
- ~~(g) A statement that the City is not required to provide a written notice of a second or subsequent nuisance violation within a twelve (12) month period, and that notice of a second or subsequent violation may be done by posting notice on the property.~~
- (g) A statement that the City will assess an administrative fee upon a second or subsequent notice, regardless if the second or subsequent violations are corrected.

4. Upon completion of service of an abatement notice as provided herein, the persons serving the notice shall execute and file certificates stating the date and place of service.

(B) Abatement by Person Responsible.

1. Within the time allowed, the person responsible shall remove the nuisance or show that no nuisance exists, or deliver a written notice of appeal to the City Manager. A written notice of appeal shall specify the basis for the appeal. The City Manager or Designee, will make good faith attempts to mediate the appeal. If unresolved, the appeal will go before a Hearings Officer.
2. ~~The Ontario Municipal Court~~ A Hearings Officer appointed by the City of Ontario shall conduct a hearing on the appeal of the abatement notice at which the City's designee and the appellant may call witnesses and present evidence. The City shall have the burden of proof to demonstrate ~~by a preponderance of the evidence~~ that a violation has occurred and that the required corrective action is reasonable. ~~The Ontario Municipal Court~~ Hearings Officer shall affirm, vacate, or modify the City's decisions regarding the alleged violation and/or the required corrective action, with or without written conditions. If the Hearings Officer affirms the City's decisions, the appellant shall pay the City's costs for the appeal, including the cost of the Hearings Officer for conducting the hearing.

(C) Abatement by City.

1. If after the time allowed, the nuisance has not been abated by the person responsible, the City may cause the nuisance to be abated and may make efforts toward the elimination or ease of future abatements by such means as spraying, debris removal and leveling of land.
2. The officer charged with abatement of the nuisance shall have the right, at reasonable times, to enter into or upon property, in accordance with law, to investigate or cause the removal of a nuisance.
3. The City Manager or his designee shall keep an accurate record of the expense incurred by the City in physically abating the nuisance, including incidental expenses set forth in subsection (E) below.

(D) Joint Responsibility. If more than one person is responsible, they shall be jointly and severally liable for abating the nuisance or for the costs incurred by the City in abating the nuisance.

(E) Assessment of Costs.

1. The cost, including incidental expenses, of correcting the violation or to send second or subsequent violation notices shall be billed to the person responsible for the violation and/or the owner, lessor, tenant or other person entitled to control, use and/or occupancy of the property and shall become due and payable to the City of Ontario within ten (10) calendar days of the bill being issued. A minimum administrative fee of not less than one hundred dollars (\$100.00) shall be imposed for each abatement notice issued. The City Council may, by resolution, change the minimum fee from time to time. The term "incidental expense" shall include, but not be limited to personnel costs, both direct and indirect; attorney's fees; costs incurred in documenting the violation; hauling, storage and disposal expenses; and actual expenses and costs of the City in preparing notices, title searches, specifications and contracts, and in accomplishing and/or contracting and inspecting the work, and the costs of any required printing and mailing. The City Manager or his designee, by registered or certified mail, postage prepaid, shall forward to the person responsible a notice stating:

(a) The total cost of abatement, if applicable, including incidental expenses.

(b) The total cost of administrative fees for abatement or second or subsequent violation notices.

~~(b)~~ (c) That the cost as indicated will be either referred to collection or be assessed to and become a lien against the property unless paid within thirty (30) days from the date of the notice.

~~(e)~~ (d) That if the person, responsible objects to the cost of the abatement as indicated, he may file a notice of objection with the City Manager or his designee not more than ten (10) days from the date of the notice. Objections shall be heard by ~~the Ontario Municipal Court~~ the City Manager or Designee and shall be limited to the question of whether the amount of the abatement assessment is reasonable.

2. If the costs of the abatement are not paid within thirty (30) days from the date of the notice or thirty (30) days from the date of the ~~Ontario Municipal Court's~~ City Manager or Designee's decision on objections, the City may cause the assessment to be filed as a lien in the Malheur County Deed records against the property of any property owner who was served with the initial notice of abatement pursuant to Section 7-1-4(A)1. set forth above.

3. The lien shall be enforced in the same manner as liens for street improvements and shall bear interest at the rate of six percent (6%) per annum, or at such other rate as may be fixed by resolution of the City Council. The interest shall commence thirty (30) days from the date of the notice.

4. An error in the name of the person responsible or property owner shall not void the assessment nor will a failure to receive the notice of the proposed assessment render the assessment void, but it shall remain a valid lien against the property.

5. In lieu of a lien against the property, the city may refer the account to collections once the account is more than sixty (60) days past due. In addition, a late fee set by Fee Resolution to offset the administrative expenses incurred due to the late payment, shall be due and owing on any payment received after the due date and in coordination with the completion of the payment processing grace period.

(F) Separate Violations. The requirements to abate a nuisance are not a penalty for violating the Code but are an additional remedy. The imposition of a penalty does not relieve a person of the duty to abate the nuisance. Abatement by the person responsible of a nuisance within the allowed time of the date of notice to abate, or within ten (10) days of the determination by the ~~Ontario Municipal Court~~ City Manager, Designee, or Hearings Officer upon an appeal therefrom, will excuse the person responsible from the imposition of any fine.

(G) Summary Abatement. The procedure provided by subsections (A) through (F) is not exclusive but is in addition to procedure provided by other law and the City Manager, or other officer delegated responsibilities therefor, may proceed summarily to abate a health or other nuisance which unmistakably exists and which imminently endangers human life, health or property.

APPROVED AND ADOPTED by the Common Council of the City of Ontario this _____ day of _____, 2015, by the following vote:

AYES:

NAYS:

ABSENT:

APPROVED by the Mayor this _____ day of _____, 2015.

ATTEST:

Ronald Verini, Mayor

Tori Barnett, MMC, City Recorder

AGENDA REPORT – OLD BUSINESS

September 8, 2015

TO: Mayor and City Council

FROM: Larry Sullivan, City Attorney

THROUGH: Tori Barnett, Interim City Manager

SUBJECT: ORDINANCE NO. 2706-2015: AN ORDINANCE GRANTING A NATURAL GAS FRANCHISE TO CASCADE NATURAL GAS CORPORATION, AND DECLARING AN EMERGENCY-SECOND READING

DATE: August 28, 2015

SUMMARY:

Attached is the following document:

- Ordinance No. 2706-2015, with Exhibit “A.”

BACKGROUND:

No changes have been made in Ordinance No. 2706-2015 since the first reading on August 17, 2015. The Franchise Agreement attached to the ordinance as Exhibit A was sent to a Cascade Natural Gas representative for review and comment. The City received the following email in response:

The attached document has all the provisions that Cascade wishes to see. Cascade would ask for the franchise term for automatic renewal not be limited to 1 single instance but reoccurring every 5 years. This in no way limits either side from a review and sit down for discussion. I will attach our standard language we typically request and have adopted with the majority of our company franchises.

Evergreen term

Such right and authority, permission and power is hereby granted for a term of ten (10) years from and after the date of the final acceptance of this Ordinance by the Grantee, herein referred to as the primary term. This franchise will automatically renew for successive periods of five (5) years each unless cancelled at the end of a term by either party by written notice to the other party no less than 180 calendar days prior to the end of the primary term or the then current successive term.

Please change Section 15 for notices for the franchisee to read ‘Attn: Region Director’.

Staff has made the “Region Director” change in Section 15 of the Franchise Agreement as requested in the email, but has not changed the renewal term. If a majority of the Council is willing to agree to the change in the renewal term as requested by Cascade Natural Gas, staff recommends that the second reading of Ordinance 2706-2015 be tabled until the September 21, 2015, Council meeting, to allow staff to incorporate the requested language into the Franchise Agreement. Tabling the second reading will still allow the Ordinance to be effective on October 1, 2015, when the current franchise agreement expires.

RECOMMENDATION:

Staff recommends approval of Ordinance No. 2706-2015.

PROPOSED MOTION:

I move the City Council approve Ordinance No. 2706-2015, **AN ORDINANCE GRANTING A NATURAL GAS FRANCHISE TO CASCADE NATURAL GAS CORPORATION, AND DECLARING AN EMERGENCY**, on second reading by title only.

ORDINANCE NO. 2706-2015

**AN ORDINANCE GRANTING A NATURAL GAS FRANCHISE TO
CASCADE NATURAL GAS CORPORATION, AND DECLARING AN EMERGENCY**

- WHEREAS,** Cascade Natural Gas Corporation is a natural gas distribution utility in the City of Ontario, and has an existing franchise issued by the City which expires on September 30, 2015; and
- WHEREAS,** It is in the interest of the City to enter into a new franchise agreement with Cascade Natural Gas Corporation for a franchise fee of 7% of its gross revenues, which represents a 2% increase in the previous franchise agreement; and
- WHEREAS,** Because of the expiration of the existing franchise agreement on September 30, 2015, an emergency is hereby declared in order to allow the new agreement to become effective on October 1, 2015, upon the expiration the former franchise agreement.

NOW THEREFORE, The Common Council For The City Of Ontario Ordains As Follows:

SECTION 1. The City of Ontario grants a natural gas franchise to Cascade Natural Gas Corporation on the terms stated in the Non-exclusive Franchise Agreement between the City of Ontario and Cascade Natural Gas Corporation, a copy of which is attached hereto as Exhibit "A".

SECTION 2. An emergency having been declared, this ordinance shall become effective on October 1, 2015.

PASSED AND ADOPTED by the Common Council of the City of Ontario this ____ day of _____, 2015, by the following vote:

AYES:
NAYS:
ABSENT:

APPROVED by the Mayor this ____ day of _____, 2015.

ATTEST:

Ronald Verini, Mayor

Tori Barnett, MMC, City Recorder

EXHIBIT A

NON-EXCLUSIVE FRANCHISE AGREEMENT BETWEEN THE CITY OF ONTARIO AND CASCADE NATURAL GAS CORPORATION

This agreement is between the City of Ontario, an Oregon Municipal Corporation ("City") and Cascade Natural Gas Corporation, a Washington corporation registered to do business in Oregon ("Franchisee").

Section 1. Definitions

Any term defined in the Ontario City Code and not in this Agreement shall have the meaning provided by the Ontario Code definition.

"Facilities" means the mains, lines, pipes, boxes, reducing and regulating stations, laterals, conduits and connections, valves, pumps, vaults, fixtures and other physical components of Franchisee's natural gas distribution system within the City.

"Gross Revenues" means revenues received from utility operations within the City less related net uncollectibles. Gross revenues include revenues from the use, rental, or lease of the utility's operating facilities other than residential-type space and water heating equipment. Gross revenues shall not include proceeds from the sale of bonds, mortgage or other evidence of indebtedness, securities or stocks, sales at wholesale by one utility to another when the utility purchasing the service is not the ultimate customer, or revenue from joint pole use.

Section 2. Grant of Authority

City grants to Franchisee the right to construct, install, maintain and operate Facilities over, in, on and under present and future City rights-of-way for the purpose of providing natural gas utility service on the terms stated in this Agreement. This franchise is not exclusive, and City reserves the right to grant a similar franchise to any other person or entity. This franchise is subject to all prior rights, interests, agreements, permits easements or licenses granted by the City, and to the City's and the public's right to use rights-of-way.

Section 3. Compliance with Laws, Rules and Regulations

Franchisee shall comply with all City laws and regulations, including Chapter 8, "Rights of Way", of Ontario City Code Title 8, other provisions of the Ontario Code, and City ordinances, regulations, and standards and specifications in installing, maintaining, repairing and operating its Facilities in rights-of-way in the City. All Facilities shall be constructed and maintained as to interfere as little as practicable with traffic and other use of rights-of-way. Right-of-way permits must be obtained prior to installation or construction of Facilities. In the event of an emergency, Franchisee may undertake work immediately to repair a break or restore service without a permit, but must inform the City as soon as reasonably possible and shall apply for a permit within two working days, but the City shall excuse a late application if Franchisee has good cause for any delay. All Facilities shall be installed and at all times maintained by Franchisee in accordance with natural gas utility industry standards. Gas mains shall be installed in utility easements, non-paved portions of City rights-of-way, or alleys whenever possible, except when necessary to cross streets or when non-paved portions of right-of-way are not available. The precise location of lines shall be determined through the permitting process.

Section 4. Franchisee Liability, Indemnification of City and Insurance

A. Franchisee shall conduct its operations under this Franchise, including installation, construction and maintenance of its Facilities, in a safe and workmanlike manner so as not to present a danger to the public or City.

B. Franchisee shall defend, indemnify, and hold the City, its officers, agents, employees and volunteers harmless against all liability, claims, losses, demands, suits, fees and judgments (collectively known as 'claims') that may be based on, or arise out of damage or injury (including death) to persons or property caused by or resulting from any act or omission sustained in connection with the performance by Franchisee of this Franchise Agreement or based upon violation of any statute, ordinance or regulation by Franchisee. This indemnification required shall not apply to claims to the extent caused by the negligence or willful misconduct of the City, its officers, agents, employees and volunteers. Franchisee agrees that it is not an agent of the City and is not entitled to indemnification and defense under ORS 30.285 and ORS 30.287.

C. Franchisee shall purchase and maintain at Franchisee's expense, Commercial General Liability and Commercial Automobile insurance covering bodily injury and property damage in an amount of \$5 million per occurrence and \$10 million in aggregate. The insurance policy obtained by franchisee shall be primary and noncontributory. Franchisee shall remain fully responsible for any claims resulting from negligence or intentional misconduct of Franchisee or its subcontractors and their officials, agents and employees in performance of this Agreement, even if not covered by, or in excess of insurance limits. This insurance requirement may be met in part by self-insurance.

D. Commercial General Liability coverage shall name, by certificate and endorsement, the City, its officers, agents, employees and volunteers as additional insureds with respect to Franchisee's work or services conducted under this Agreement. Franchisee will give the City 30 days' written notice of any cancellation of or reduction in insurance coverage except if such cancellation is due to failure to pay premiums in which case 10 days' prior written notice of cancellation shall be given to City. Any failure to comply with this provision will not affect the insurance coverage.

E. Franchisee shall obtain and maintain Workers' Compensation insurance required by ORS chapter 656. Franchisee shall ensure that each of its contractors obtains and maintains workers' compensation insurance and obtains proof of the coverage before performing work. Coverages provided by Franchisee must be underwritten by an insurance company authorized to do business in the state of Oregon and with a Best's rating of A-VII or higher.

F. As evidence of the insurance coverage required by this Franchise, Franchisee shall provide proof of coverage required by acceptable Certificate of Insurance and Endorsement from the carrier(s). The Certificate and Endorsement shall provide that there will be no cancellation, termination, or reduction in limits of the insurance coverage without a minimum 30-day written notice to the City except if such cancellation is due to failure to pay premiums in which case 10 days' prior written notice of cancellation is given to Company. The Certificate and Endorsement shall also state the deductible or self-insured retention level. This Agreement shall not be in effect until the required certificates and signed endorsements have been received and approved by City. Renewal certificates and endorsements will be sent to City prior to coverage expiration. The City may terminate the Franchise for failure to maintain the required insurance.

G. Franchisee grants Waiver of Subrogation to the City, its officers, agents, employees and volunteers for any claims arising out of Franchisee's work or service. Further, Franchisee agrees that in the event of loss due to any of the risks for which it has agreed to provide insurance, recovery shall be solely with its insurance carrier, and also grants to City on behalf of any insurer providing coverage to either Franchisee or City with respect to the work or services of Franchisee a waiver of any right to subrogation which any insurer or subcontractor may acquire against City by virtue of the payment of any loss under the insurance coverage.

Section 5. Construction and Conditions on Right-of-Way Occupancy

A. Use. Franchisee shall construct, install, maintain and operate its Facilities in City rights-of-way to industry standards and City's commercially reasonable satisfaction, in compliance with all City ordinances, rules, standards and specifications, policies and regulations; and in a manner so as to cause minimum interference with the proper use of rights-of-way for transportation and for other utility purposes and so as to cause minimum interference with the rights or reasonable convenience of property owners who adjoin any rights-of-way. All work in the City right of way will require a permit prior to any work being started and will require a traffic plan that is fully compliant with the City of Ontario Design Standards and Specifications.

B. Construction and Maps. The Franchisee shall at all times keep maps and records showing the locations and sizes of all gas mains and all appurtenant facilities laid by it or owned by it in the City and surrounding urban growth boundary as defined in the City's Comprehensive Plan, and such maps and records shall be electronically available to the City at all times.

C. Restoration. In case of any disturbance of pavement, sidewalk, driveway or other surfacing by Franchisee, Franchisee shall, at its own cost and expense and in compliance with the City's standards and specifications, promptly replace and restore all paving, sidewalk, driveway, landscaping or surface of any street or alley disturbed. Franchisee warrants all restoration work for a period of one year from completion of the work. If Franchisee fails to make restoration as required by this section or if the restoration fails within the one year warranty period, City may, after notice to Franchisee, cause the repairs to be made at the expense of Franchisee. If Franchisee fails to reimburse the City for any costs incurred under this section within 45 days' of demand for reimbursement, City may refuse to issue additional permits.

D. Notification. Franchisee shall comply with the requirements of Oregon Utility Notification Law and implementing rules and regulations.

E. Relocation. City may require Franchisee to relocate its Facilities. If the removal or relocation of Facilities is caused directly by development of private property or other third-party project and the removal or relocation of Facilities occurs within the area to be developed, or is made for the convenience of a third-party, Franchisee may charge the expense of removal or relocation to the developer or other third-party. Franchisee shall be solely responsible for enforcing collection from the developer or other third-party, but Franchisee shall not be required to remove or relocate Facilities for the benefit of third-parties until it receives payment for the removal or relocation. If the removal or relocation of Facilities results from City's need to provide public facilities, is a City project, or is otherwise requested by City and is made for the purpose of improving a street to City standards or other improvement for the benefit of the public, Franchisee will remove or relocate its Facilities at Franchisee's expense within a reasonable time after notification by City. City will make a reasonable effort to provide Franchisee with an alternate location for its Facilities within City rights-of-way. If the City requires the subsequent relocation of the same facility within five years of the initial relocation, City shall bear the expense of the subsequent relocation.

F. Right-of-Way Vacation. City shall retain public utility easements if it vacates any public right-of-way where Franchisee has Facilities. If Franchisee's facilities must be relocated from a vacated public right-of-way, the petitioner of the vacation will bear the expense of moving the facilities.

G. Placement of Facilities. Franchisee shall not knowingly place its Facilities where they will interfere with any existing or known future City utility, gas, electric or telephone fixture, power, sanitary sewer, storm sewer or water facility. Franchisee will consult with City Engineer prior to placement of Facilities, and will comply with all City ordinances, policies, rules and regulations in connection with its placement of Facilities.

Section 6. Transfer of Franchise

Franchisee shall not sell, assign, dispose of, lease or transfer in any manner whatsoever any interest in this Franchise or in the Facilities authorized by this Franchise, or any part of the Facilities, without written consent of City, which consent shall not be unreasonably withheld. The City may impose reasonable conditions on its approval of any transfer, including but not limited to the requirement that the transferee acknowledge in writing and agree to be bound by the terms of this Franchise. City shall have the right to collect from Franchisee City's actual administrative costs associated with processing a transfer request, including the cost of ascertaining the financial responsibility of the proposed transferee.

Section 7. City Rights in Franchise

A. City Supervision and Inspection. City shall have the right to inspect all construction and installation of Franchisee's Facilities to insure compliance with governing laws, ordinances, rules and regulations.

B. Termination or Abandonment of Franchise. Upon any termination of this Franchise, all Facilities installed or used by Franchisee shall be removed by Franchisee at Franchisee's expense or abandoned in place with approval of the City and the property upon which the Facilities were used restored by Franchisee to the condition it was in before installation.

Section 8. Franchise Fee

A. Franchisee shall pay monthly to City 7% of Franchisee's gross revenues received from customers within the city limits of the City excluding amounts charged and received for separately billed governmental taxes and governmental fees. City may increase the franchise fee rate to an amount not to exceed the maximum permissible franchise fee of 8% (the base franchise fee of 3% and the incremental franchise fee of 5% of gross revenues) by providing at least 90 days' written notice of the increase.

B. The fee required by this section shall be due and payable within 30 days after the end of each month. Any payment not made when due shall bear 9% annual interest, compounded monthly, from the date due until paid.

C. With each payment, Franchisee shall furnish City with a written statement in the format as provided in Exhibit A, under oath, executed by an officer of Franchisee, verifying the amount of gross revenues of Franchisee within City for the monthly period covered by payment.

D. City's acceptance of any payments due under this section shall not be considered a waiver by City of any breach of this franchise.

Section 9. Franchisee Records and Reports

Franchisee shall keep accurate books of financial accounts at an office within the State of Oregon throughout the term of this franchise and for six years after the expiration or termination of this Agreement. Franchisee shall produce all books and records directly concerning its gross revenues and other financial information deemed necessary by City for purposes of calculation of the franchise fee for inspection by City, upon 10 days' written notice, during normal working hours. City may require periodic reports from Franchisee relating to its operation within City. City shall have the right during the term of this franchise or within 180 days after expiration or termination of the franchise to audit Franchisee's records for the period of three years prior to the audit. If the audit reveals underpayment of 5% or more, the City may expand the audit to cover up to 6 years. The audits shall be undertaken by a qualified person or entity selected by City. The cost of the audit shall be borne by City, unless the results of the audit reveal an underpayment of more than 5% of the franchise fee for the period audited. In the case of underpayment of 5% or more, the full cost of the audit shall be paid by Franchisee. Franchisee shall immediately pay the amount of the underpayment as determined by the audit to City together with 9% annual interest from the date the payment should have been made to the date the payment is actually made. Any audit information obtained by City under these provisions shall be kept confidential to the maximum extent allowed by Oregon law, except that this obligation shall not prevent the City from introducing audit results in any forum where enforcement of the provisions of this franchise is at issue.

Section 10. Permit and Inspection Fees

Nothing in this Agreement shall be construed to limit the right of City to require Franchisee to pay permit fees or reasonable costs incurred by City in connection with the issuance of a permit, making an inspection, or performing any other service for or in connection with Franchisee or its Facilities.

Section 11. Enforcement and Termination of Franchise for Violation

A. Time of payment and performance are of the essence in the Franchise. The following shall be events of default:

1. **Default in Payments.** The failure of Franchisee to pay City when due any amounts required by this Agreement and the failure continues for 10 days after the due date and written notice from the City.
2. **Default in Other Provisions.** Franchisee's failure to cure a default of any other provision of this Agreement within 90 days after notice from City of the default. If the default is curable but cannot reasonably be cured within 90 days, the City shall refrain from termination while Franchisee is diligently attempting to cure the default.

B. **Termination for Defaults Not Cured.** The City may terminate this Franchise for defaults that are not cured within the time allowed by Subsection A of this section by providing a notice of termination to Franchisee. Franchisee may challenge the notice of termination by providing a written protest to the City Manager within 10 business days of the date of the notice of termination. The City Manager, on receipt of the protest, shall either grant the protest, in which case the Franchise will remain in place, or refer the matter to the City Council for a decision. The termination will not become final until after the decision by the City Manager or City Council. Because of the potential public health and safety risks that could arise as a result of cessation of natural gas delivery within the City, if the City decides to terminate the Franchise, it shall set a termination date that allows for implementation of a plan to assure continued natural gas delivery service.

Section 12. Remedies not Exclusive; Waiver

All remedies granted the City under this Agreement are cumulative, and recovery or enforcement of one is not a bar to the recovery or enforcement of any other remedy. Failure to enforce any provision of this Agreement shall not be construed as a waiver of a breach of any other term, condition or obligation of this Agreement.

Section 13. Franchise Term

This Franchise is granted for a term of five (5) years beginning on the date on which the ordinance authorizing this Franchise is effective. The Agreement shall be extended for one five-year term if neither party provides written notice of non-renewal to the other party at least six months prior to the expiration of the initial term.

Section 14. Severability

If any section, subsection, sentence, clause or portion of this Agreement is for any reason held invalid or rendered unconstitutional by any Court of competent jurisdiction, that portion shall be deemed a separate, distinct, independent and severable provision and the holding shall not affect the validity or constitutionality of the remaining portion of this Agreement. If for any reason, the franchise fee is invalidated by any court or governmental agency, then the highest permissible franchise fee allowed shall be the franchise fee.

Section 15. Notices

Any notice required or permitted under this Agreement shall be deemed given when received or when deposited with postage prepaid in the United States Mail as registered or certified mail addressed as follows:

TO CITY:

City Manager
City of Ontario
444 SW 4th Avenue
Ontario, OR 97914

TO FRANCHISEE:

Cascade Natural Gas Corporation
Attn: Region Manager
64500 OB Riley Road, Suite #2
Bend, OR 97702

or to other address specified by either party in writing.

Section 16. Interpretation/Jurisdiction

Interpretation of the Franchise shall be governed by laws of the State of Oregon and any legal action relating to this Franchise shall be brought in Malheur County Circuit Court.

CITY OF ONTARIO

FRANCHISEE

By:

By:

Ronald Verini, Mayor
Date: _____

Name and Title: _____
Date: _____

AGENDA REPORT
September 8, 2015

TO: Honorable Mayor and City Council Members

THRU: Tori Barnett, Interim City Manager

FROM: Chief Mark Alexander

SUBJECT: RESOLUTION #2015-146: A RESOLUTION UPDATING FEES FOR CODE ENFORCEMENT RELATED SERVICES

DATE: August 15, 2015

SUMMARY:

Attached is the following document:

- Resolution #2015-146

The Police Department would like to update fees for Code Enforcement services, specifically second and subsequent administrative fees for nuisance abatement notices.

PREVIOUS COUNCIL ACTION:

08-17-2015 Council approved Ordinance #2705-2015, allowing the assessment of fees for second and subsequent abatement notice service, on First Reading.

09-08-2015 Final reading scheduled to be heard by Council.

BACKGROUND:

Code Enforcement Officers can notify a property owner or person in charge that a nuisance exists and give them specified days to remove the issue. If not addressed, the City has the authority to abate the nuisance and charge the property owner or person in charge for costs incurred.

In the first quarter of 2015, Ontario Code Enforcement Officers issued 270 abatement notices, but only had to complete (17) seventeen actual abatements. Staff time is spent preparing the notices and confirming compliance. Even with compliant property owners or persons in charge, second or subsequent notices are being sent each year.

On September 8, 2015, the City Council approved Ordinance #2705-2015, which allows the assessment of administrative fees for the service of second and subsequent abatement notices. The designation of that fee is set by Resolution. The Police Department recommends \$100 be set as an administrative fee for the second service of abatement notices and \$150 for every notice thereafter.

FINANCIAL IMPLICATIONS:

An administrative fee of \$100 for second abatement notice service and \$150 for every notice thereafter would be established.

ALTERNATIVE:

The Council may vote to propose different rates, or make no changes to the current fee structure.

RECOMMENDATION:

Staff recommends adoption of Resolution 2015-146.

PROPOSED MOTION:

I move that the Council adopt Resolution 2015-146, A RESOLUTION UPDATING FEES FOR CODE ENFORCEMENT RELATED SERVICES.

RESOLUTION NO. 2015-146

**A RESOLUTION CREATING AND UPDATING FEES FOR
CODE ENFORCEMENT RELATED SERVICES**

WHEREAS, abatement notices are served for non-compliant properties due to nuisances such as weeds and garbage violations; and

WHEREAS, though compliant, some property owners or persons in charge of properties continue to receive notices, requiring additional staff time; and

WHEREAS, second and subsequent abatement notices are subject to administrative fees set by resolution.

NOW THEREFORE, BE IT HEREBY RESOLVED by the City Council for the City of Ontario:

A fee of \$100 shall be adopted for the administration of second and subsequent property nuisance abatements.

EFFECTIVE DATE: Effective immediately upon passage.

PASSED AND ADOPTED by the City Council of the City of Ontario this ____ day of _____ 2015, by the following vote:

AYES:

NAYES:

ABSENT:

APPROVED by the Mayor this ____ day of _____, 2015.

Ronald Verini, Mayor

ATTEST:

Tori Barnett, MMC, City Recorder

AGENDA REPORT
September 8, 2015

TO: Mayor and City Council

FROM: Greg Smith, Malheur County Economic Development Director

THROUGH: Tori Barnett, MMC, Interim City Manager

SUBJECT: RESOLUTION #2015-147: A RESOLUTION APPROVING THE ENTERPRISE ZONE AUTHORIZATION APPLICATION OF ENERGY TRANSPORT, LLC

DATE: August 31, 2015

SUMMARY:

Attached are the following documents:

- Resolution #2015-147
- Energy Transport, LLC Enterprise Zone Authorization Application
- Property Map: Map# 18S4710BC Lot # 3981, 3982, 3983
- Signed Written Agreement between enterprise zone manager and business firm.

Energy Transport, LLC is developing property along the Union Pacific Railroad. Further development would include new and remodeled structures, rail sidings, storage tanks and loading racks. The project would provide a facility that will help process/blend product and load rail cars for companies that own new natural gas wells in Idaho. The facility is anticipated to create four new jobs, paying at least 150% of the county average annual wage, which is \$48,095. Project development will be located at 849 SE 1st St. in Ontario. *(See attached map.)*

Energy Transport, LLC has a submitted authorization application to utilize the Malheur County Enterprise Zone. The applicant is requesting an extended abatement. The total abatement would equal five years. An extended abatement requires each zone to pass a resolution approving the extended abatement.

The Malheur County Enterprise Zone Manager and County Assessor have held the required pre-authorization conference with the company after receipt of the authorization application. In reviewing the application and project, it has been determined that the business meets all qualifications.

BACKGROUND:

Malheur County Economic Development has been working with Ralph Poole on a business development project. The development would include additional structures, including rail sidings, storage tanks, and loading racks. Also, Union Pacific is working closely with Ralph and Malheur County Economic Development to do rail siding improvements, which will benefit all local industry utilizing rail transport.

It is important to note that Greg Smith, Malheur County Enterprise Zone Manager, has held the required pre-authorization conference with Ralph Poole and the Malheur County Assessor. During the meeting, it was explained that for an extended abatement, the company would have to meet job creation requirements (which the project does), and each job would have to pay at least 150% of the county average annual wage, which is \$48,095. The company has agreed to do so. *(See attached written agreement.)*

FINANCIAL IMPLICATIONS:

- The extended abatement would allow Energy Transport, LLC a five-year property tax abatement *on new investments only*. The property/equipment will be filed with the county assessor, and the company would be required to submit documentation each year of the abatement.
- The project would create four jobs, paying at least 150% of the county average wage of \$48,095.

RECOMMENDATION:

Passage of Resolution 2015-147.

PROPOSED MOTION:

I move the City Council pass **Resolution 2015-147, A RESOLUTION APPROVING THE ENTERPRISE ZONE AUTHORIZATION APPLICATIONS OF ENERGY TRANSPORT, LLC.**

RESOLUTION 2015-147

**A RESOLUTION APPROVING THE
ENTERPRISE ZONE AUTHORIZATION APPLICATIONS OF
ENERGY TRANSPORT, LLC.**

- WHEREAS,** The City of Ontario is a sponsor of an Oregon Enterprise Zone pursuant to Chapter 285C of the Oregon Revised Statutes; and
- WHEREAS,** On June 2, 2015, Energy Transport, LLC, an Oregon corporation, submitted Enterprise Zone Authorization Applications to claim certain ad valorem property tax exemptions for five years pursuant to ORS 285C.140; and
- WHEREAS,** The pre-authorization conference required under ORS 285C.140(6) has been conducted to determine the eligibility of Energy Transport, LLC, for the requested tax exemptions; and
- WHEREAS,** The City Council finds that the proposed operations of Energy Transport, LLC in the enterprise zone result in the business firm being eligible under ORS 285C.135; and the firm has made the commitments and provided the other information required under ORS 285C.140(2).

NOW, THEREFORE, BE IT RESOLVED by the Ontario City Council that the City of Ontario approves the Enterprise Zone Authorization Application submitted by Energy Transport, LLC, on June 2, 2015.

EFFECTIVE DATE: Immediately upon passage.

PASSED AND ADOPTED by the Ontario City Council this ____ day of September, 2015, by the following vote:

Ayes:

Nays:

Absent:

APPROVED by the Mayor this ____ day of September 2015.

ATTEST:

Ronald Verini, Mayor

Tori Barnett, MMC, City Recorder



Attachment #1
Enterprise Zone Authorization Application
Energy Transport, LLC

Malheur County Economic Development
Serving the Communities of Adrian, Jordan Valley, Nyssa, Ontario & Vale
522 S.W. 4th Street, Ontario, Oregon 97914
Phone: (541) 889-6216 | Fax: (541) 889-6398 | Email: malheurcountyedc@gmail.com
www.MalheurCountyEconomicDevelopment.com

OREGON ENTERPRISE ZONE AUTHORIZATION APPLICATION

• Complete form and submit to the local enterprise zone manager before breaking ground or beginning work at the site. • Please type or print neatly.

APPLICANT

Enterprise Zone or Rural Renewal Energy Development Zone (where business firm and property will be located) Enterprise Zone		County Malheur	
Name of Business Firm Energy Transport, LLC		Telephone Number (541) 889-3128	
Mailing Address P. Box 309	City Ontario	State OR	ZIP Code 97914
Location of Property (street address if different from above) 849 SE 1st St.	City Ontario	State OR	ZIP Code 97914
Map and Tax Lot Number of Site 18S4710BC 3981, 3982, 3983	Contact Person Ralph Poole	Title CEO	

My firm expects to first claim the standard property tax exemption in the following year(s): 2016

- Check here if your firm has or has had another exemption in this enterprise zone. Note the first year of such exemption: _____
- Check here that your firm commits to renew this authorization application. Renew this application on or before April 1 every two calendar years, until the tax exemption on qualified property is claimed.
- Check here if you are requesting an **extended abatement** of one or two additional years of exemption. This is subject to minimum average annual "compensation" for employees and written agreement with local zone sponsor. Sponsor may request additional requirements.

Zone Manager Use Only (after written agreement but before authorizing firm):

County Average Annual Wage: \$ 32,063.00 For Year 2015 Total Exemption Period: 4 or 5 Consecutive Years (check one)

BUSINESS ELIGIBILITY

Eligible Activity—Check all activities that apply to proposed investment within the enterprise zone:

- Manufacturing Fabrication Bulk Printing Shipping Agricultural Production Energy Generation
- Assembly Processing Software Publishing Storage Back-office Systems
- Other—describe the activities that provide goods, products, or services to other businesses (or to other operations of your firm): _____

Check here if your business firm does or will engage in **ineligible activities** within the enterprise zone (such as retail sales, health care, professional services, or construction). Describe below (or in an attachment) these activities and their physical separation from "eligible activities" checked above: _____

Special Cases—Check all that apply:

- Check here if a **hotel, motel, or destination resort** in an applicable enterprise zone.
- Check here if a **retail/financial call center**. Indicate expected percent of customers in local calling area: _____ %.
- Check here if a **"headquarters" facility**. (Zone sponsor must find that operations are statewide or regional in scope and locally significant.)
- Check here if an **electronic commerce investment** in an e-commerce enterprise zone. (This also provides for an income tax credit.)

EMPLOYMENT IN THE ENTERPRISE ZONE (see worksheets on last page)

Do **not** count temporary, seasonal, construction, FTE, part-time jobs (32 hours or less per week), or employees working at ineligible operations.

Existing Employment—My business firm's average employment in the zone over the past 12 months is 0 jobs.

New Employees—Hiring is expected to begin on (date or month and year): Jan 2015

Hiring is expected to be completed by (month and year): July 2015

Estimated total number of new employees to be hired with this investment is: 4

Commitments—By checking all boxes below, you agree to the following commitments as required by law for authorization:

- By April 1 of the first year of exemption on the proposed investment in qualified property, I will increase existing employment within the zone by one new employee or by 10 percent, whichever is greater.
- My firm will maintain at least the above minimum level as an annual average employment during the exemption period.
- When the exemption claim is also filed by April 1 following each calendar year of exemption, total employment in the zone will not have shrunk by 85 percent at one time or by 50 percent twice in a row, compared to any previous year's figure.
- My firm will comply with local additional requirements as contained in: (1) a written agreement for an extended agreement, (2) zone sponsor resolution(s) waiving required employment increase, or (3) an **urban** enterprise zone's adopted policy, if applicable.
- My firm will verify compliance with these commitments, as requested by the local zone sponsor, the county assessor or their representative, or as directed by state forms or administrative rules.
- My firm will enter into a **first-source hiring agreement** before hiring new eligible employees. (This **mandatory** agreement entails an obligation to consider referrals from local job training providers for eligible job openings within the zone during at least the exemption period.)

OREGON EMPLOYMENT OUTSIDE THE ENTERPRISE ZONE

Check only those that apply:

- Check here if your firm or a commonly controlled firm is, or will be, closing or curtailing operations in the state **beyond 30 miles of the zone's boundary**. Indicate timing, location, number of any job losses, and relationship to the proposed enterprise zone investment:

- Check here if you are transferring any operations into the zone from site(s) **within 30 miles of the zone boundary** (existing businesses only): My firm's average employment at the site(s) over the past 12 months is _____ jobs.
- Check here if your firm commits to increase the combined employment at the site(s) (within 30 miles) and in the zone to 110 percent of the existing combined level by April 1 and on average during the first year of exemption.

PROPOSED INVESTMENT IN QUALIFIED PROPERTY

Anticipated Timing— Enter dates or months/years

Action	Site and Building & Structures			Machinery and Equipment		
	Preparation	Construction*	Placed in Service	Procurement**	Installation	Placed in Service
To commence or begin on	Jun 2015	Jun 2015	Sep 2015	Jan 2015	Jul 2015	Sep 2015
To be completed on	Sep 2015	Sep 2015			Sep 2015	

* And/or new reconstruction, additions to, or modifications of existing building(s) or structure(s).

** May precede application by up to three months.

Special Issues:

- Check here for building/structure acquired/leased for which construction, reconstruction, additions, or modifications began prior to this application (attach executed lease or closing documents).
- Check here for **Work-in-Progress** tax exemption for qualified property that is not yet placed in service and is located on site as of January 1. (Attach description and list of such probable property. See "Special Issues Worksheet," on the last page.)

Qualifying Property: Estimates of cost (please attach a preliminary list of machinery and equipment).

Type of Property		Number of Each/Item	Expected Estimated Value	Check if any Item will be Leased
Real Property	Building or structure to be newly constructed		\$ 250,000	<input type="checkbox"/>
	New addition to or modification of an existing building/structure		\$ 100,000	<input type="checkbox"/>
	Heavy or affixed machinery and equipment		\$ 125,000	<input type="checkbox"/>
Personal Property Item(s) Costing:	\$50,000 or more		\$	<input type="checkbox"/>
	\$1,000 or more (E-commerce zone or used exclusively for tangible production)		\$	<input type="checkbox"/>
Total Estimated Value of Investment			\$ 475,000	

Additional Description: In addition to what is explained elsewhere, briefly comment below (or in an attachment) on the scope of your investment, the particular operations and output that are planned, and the intended uses of the qualifying property.

DECLARATION

I declare under penalties of false swearing [ORS 305.990(4)] that I have examined this document and attachments, and to the best of my knowledge, they are true, correct, and complete. If any information changes, I will notify the zone manager and the county assessor and submit appropriate written amendments. I understand that my business firm will receive the tax exemption for property in the enterprise zone, only if my firm satisfies statutory requirements (ORS Chapter 285C) and complies with all local, Oregon, and federal laws that are applicable to my business.

MUST BE SIGNED BY AN OWNER, COMPANY EXECUTIVE, OR AUTHORIZED REPRESENTATIVE OF THE BUSINESS FIRM

Signature: X [Signature] CEO Date: June 2, 2015

Title (if not an owner or executive, attach letter attesting to appropriate contractual authority)

CEO / Managing Member

Local enterprise zone manager and county assessor must approve this application (with *Enterprise Zone Authorization Approval*, form 150-303-082)



Attachment #2
Written Agreement
Energy Transport, LLC

Malheur County Economic Development
Serving the Communities of Adrian, Jordan Valley, Nyssa, Ontario & Vale
522 S.W. 4th Street, Ontario, Oregon 97914
Phone: (541) 889-6216 | Fax: (541) 889-6398 | Email: malheurcountyedc@gmail.com
www.MalheurCountyEconomicDevelopment.com

Agreement for Oregon Enterprise Zone Extended Abatement

WRITTEN AGREEMENT WITH THE MALHEUR COUNTY ENTERPRISE ZONE SPONSOR TO EXTEND PROPERTY TAX EXEMPTION TO FIVE CONSECUTIVE YEARS IN TOTAL FOR CAPITAL INVESTMENT BY ENERGY TRANSPORT, LLC.

The sponsor of the Malheur County Enterprise Zone comprising the governing bodies of Malheur County, City of Ontario, City of Nyssa, and City of Vale (hereinafter "The Zone Sponsor") and Energy Transport, Inc. (hereinafter "The Firm") do hereby enter into an agreement for extending the period of time in which The Firm shall receive an exemption on its [proposed] investment(s) in qualified property in the Malheur County Enterprise Zone contingent on certain special requirements, under ORS 285C.160.

The Zone Sponsor and The firm jointly acknowledge: that subject to [timely submission and approval of an application for authorization and] the satisfaction of [other] requirement under ORS 285C.050 to 285C.250, The Firm is eligible for three years of complete exemption on its qualified property; that nothing in this agreement shall modify or infringe on this three-year exemption or the requirements thereof, and that this agreement becomes null and void if The Firm does not qualify for these three years of the exemption.

The Zone Sponsor extends The Firm's property tax exemption an additional two years on all property that initially qualifies in the Malheur County Enterprise Zone before the assessment year beginning on January 1, 2016 and, thus sets a total period of exemption of five consecutive years during which statutory requirements for the standard three-year enterprise zone exemption must also be satisfied and maintained.

CONFIRMATION OF STATUTORY PROVISIONS

In order to receive the additional two years of enterprise zone exemption granted herein, The Firm agrees herewith under 285C.160(3)(a)(A) that for each year of the entire exemption period, all The Firm's new employees shall receive an average level of compensation equal to or greater than 150 percent of the county average annual wage, in accordance with the specific definitions and guidelines in Oregon Administrative Rules (OAR), Chapter 123, Division 65 (123-065-41##), which provides that:

1. Such compensation may include non-mandatory benefits that can be monetized;
2. The county average annual wage is set at the time of authorization, except as pursuant to ORS 285C.160(4), according to the 200_ Malheur County average annual payroll rate of \$32,063, for which 150 percent equals \$48,095.
3. Only employees working at jobs filled for the first time after the application for authorization but by *December 31* of the first full year of the initial exemption and performed within the current boundaries of the Malheur County Enterprise Zone are counted; and
4. Only full-time, year-round and non-temporary employees engaged a majority of their time in The Firm's eligible operations consistent with ORS 285C.135 & 285C.200(3) are counted,

regardless if such employees are leased, contracted for or otherwise obtained through an external agency or are employed directly by The Firm.

LOCAL ADDITIONAL REQUIREMENTS

The Zone Sponsor does not request any requirement of The Firm and relinquishes all rights to make the additional two years of property tax exemption granted herein contingent on additional requirements that might otherwise be reasonably requested under ORS 285C.160(a)(B).

ACCEPTING FOR THE SPONSOR OF THE MALHEUR
COUNTY ENTERPRISIE ZONE:

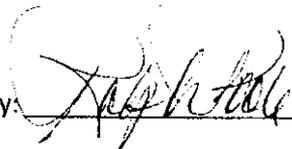
By: 

Greg Smith

Zone Manager

Malheur County Enterprise Zone

ACCETPTING FOR ENERGY TRANSPORT, LLC:

By: 

Ralph Poole

CEO

Energy Transport, LLC



Attachment #3
Aerial Map with Tax Lots
Energy Transport, LLC

Malheur County Economic Development
Serving the Communities of Adrian, Jordan Valley, Nyssa, Ontario & Vale
522 S.W. 4th Street, Ontario, Oregon 97914
Phone: (541) 889-6216 | Fax: (541) 889-6398 | Email: malheurcountyedc@gmail.com
www.MalheurCountyEconomicDevelopment.com

Energy Transport, LLC

Map# 18S4710BC Tax Lot# 3981, 3982, 3983



AGENDA REPORT
September 3, 2015

TO: Mayor and City Council

FROM: Dan K. Cummings, Planning & Economic Development Director

THROUGH: Tori Barnett, MMC, Interim City Manager

SUBJECT: UPDATE OREGON BUILDING CODES MEMORANDUM OF AGREEMENT (MOA) RELATING TO RENEWAL OF BUILDING INSPECTION PROGRAM

DATE: August 28, 2015

SUMMARY:

Attached are the following documents:

- Current Memorandum of Agreement (MOA) dated May 12, 2014
- Proposed Updated Memorandum of Agreement (MOA)

BACKGROUND:

The City of Ontario has been operating a Building Inspection Program under ORS 455.040 and ORS 455.148(7) under the approval of the Building Codes Director. Under OAR 918-020-0090 (1)(l), each municipality that wants to continue to operate a Building Inspection Program must sign an MOA during each reporting period.

In May of 2014, Ontario entered into a MOA with the State of Oregon.

In August of 2015 staff received a letter from Brett Salmon, Manage of Policy and Technical Services, Oregon Building Codes Division, with an updated MOA. This proposed MOA was developed utilizing feedback received from several municipalities.

FINANCIAL IMPLICATIONS:

None, unless the State removes the Building Inspection Program.

ALTERNATIVES:

Disregard the proposed new MOA, and continue with the city's existing MOA, which expires July 1, 2018.

RECOMMENDATION:

Staff recommends approval of the updated Memorandum of Agreement.

PROPOSED MOTION(S):

[To Approve]

- 1) I move that the City Council approve the updated Memorandum of Agreement (MOA) as presented by the State of Oregon Building Codes Division, and authorize the Building Official and City Manager to execute the agreement on behalf of the City of Ontario.

[To Deny]

- 2) I move that the City Council not approve the updated Memorandum of Agreement (MOA) as presented by the State of Oregon Building Codes Division, and to continue under the May 5, 2014 MOU, until the July 1, 2018 expiration.

**Memorandum of Agreement
Relating to Renewal of Assumed
Building Inspection Program**

I. Parties:

This agreement is made and entered into by the Building Codes Division (hereinafter the "Division"), through the Department of Consumer and Business Services, and City of Ontario building inspection program.

II. Purpose:

In accordance with the authority granted by Oregon Revised Statute (ORS) 455.020 and Oregon Laws 2013, chapter 528, this Memorandum of Agreement (MOA) sets forth the roles and responsibilities of the City of Ontario operating a municipal building inspection program as referenced in ORS chapter 455.

III. Background:

The Department is authorized to:

1. Promulgate a state building code to govern the construction, reconstruction, alteration and repair of buildings. The state building code establishes uniform performance standards providing reasonable safeguards for health, safety, welfare, comfort and security for the residents of this state; and
2. Delegate authority to a municipality to operate all or any portion of a building inspection program for a reporting period. A reporting period means a four-year period during which a municipality administers and enforces a building inspection program pursuant to an approved operating plan.

IV. Agreement:

City of Ontario building inspection program agrees to the following minimum standards, policies and procedures while operating a building inspection program during the next reporting period:

1. **Administrative Standards.** Program must provide adequate funds, equipment and other resources needed to administer and enforce the program consistent with the inspection and permit requirements of the state building code.
2. **Electrical Program.** A building inspection program with an electrical program must comply with all applicable electrical rules for the inspection and enforcement of electrical programs.
3. **Fees.** Program must follow the uniform fee methodology for building permit and inspection fees. Program must only use fees collected for the administration and enforcement of the building inspection program. Electrical permit fees must only be used for the administration and enforcement of the electrical program. To avoid division enforcement action, program must collect and remit surcharges (with permit log) to the division no later than the 15th day following the month or quarter for which the surcharges are required to be collected according ORS 455.220.
4. **Appeals.** Program must have policy to allow an applicant for building permit to appeal decision made by building official. Program must also allow an applicant for a building

Building Codes Division and City of Ontario MOA

Page 1 of 2
Building Official Initial: D.A.

- 6. The City shall file a written appeal of a decision of the building official directed to the City Clerk on any matter relating to the administration and enforcement of ORS Chapter 91B.
- 6. Operating Plans Program must amend operating plan within 20 days when changes occur and provide a copy of operating plan to the division. Changes include a change of building official.
- 7. The City Program must have appropriately certified staff for inspectors.
- 7. Building Official Program must enforce one standard in conflict with the state building code.

V. Indemnity:

To the extent permitted by Article XI, sections 9 and 10 of the Oregon Constitution, and within the limits of liability established in the Oregon Tort Claims Act, City of Ontario shall defend, indemnify and save the division, its officers, agents, and employees harmless from any and all claims, actions, costs or damages caused by the City of Ontario.

VI. Term of the Agreement:

This agreement will become effective July 1, 2014 and will remain in effect for four years unless the municipality abandons or ceases to administer the building inspection program or the division assumes administration of the program under activities related to ORS 455.770. Failure to comply with any provision of this agreement may be considered a breach of this contract thereby impacting the municipality's continued administration of the building inspection program.

VII. Signatures:

Both parties, by the signatures below, hereby acknowledge that they have read this agreement, understand it and agree to be bound by its terms and conditions.

Building Codes Division

5/12/14
Date

Mark S. Long, Administrator
Building Codes Division

City of Ontario

5/12/14
Date

Doreen Hollman
Please print building official name

Doreen Hollman
Building Official Signature

5/12/14
Date

Mark S. Long, Administrator
Please print name and title

Mark S. Long
City of Ontario Representative Signature

Building Codes Division and City of Ontario MOA

- Page 2 of 2

Building Official Initial: DSH



Department of Consumer and Business Services
Building Code Division
1111 Lexington Ave.
PO Box 1111
Salem, OR 97331-1111
(503) 326-2317
E: code@dcbs.oregon.gov

August 14, 2015

VIA REGULAR MAIL

Dwayne Holloway
City of Ontario Building Inspection Program
444 SW 4th St.
Ontario, OR 97914

RE: Memoranda of Agreement – Clarification

Local Building Inspection Program:

During the past year, each building inspection program was required to sign a *Memorandum of Agreement (MOA)*. The MOA is an important document that memorializes the Building Code Division's (division) approval of each municipality's application to administer a building inspection program. During the initial implementation of the MOA, the division fielded questions about the agreement and, in response, provided a revised agreement to address some of the issues raised. However, even after the division provided a revised agreement, several building inspection programs signed the agreement while purporting not to accept it, or while attaching legal interpretations that confused the true meaning of the MOA. This letter responds to those positions and provides clarity about the MOA.

First, each municipality that operates a building inspection program does so because they have applied for and received initial division approval to do so. Under ORS 455.148(7), a municipality may administer and enforce a building inspection program only after “. . . **obtaining the director's approval** of an assumption plan . . .” (emphasis added). Municipalities have jurisdiction over the state building code within the building inspection program area that was approved by the state. Statute clarifies the relationship between the state and municipalities that have applied for and received approval to operate a building inspection program. ORS 455.040 reads:

“The state building code shall be applicable and uniform throughout this state and in all municipalities, and no municipality shall enact or enforce any ordinance, rule or regulation relating to the same matters encompassed by the state building code but which provides different requirements unless authorized by the Director of the Department of Consumer and Business Services.”

Second, each municipality that wants to continue to operate a building inspection program must sign an MOA during each reporting period as required in OAR 918-020-0090(1) (l). This process memorializes the division's approval of the building inspection program for each reporting period, sets forth the duties of municipalities found in statute and rule, and memorializes each municipality's understanding and acceptance of those duties.

Acknowledgement and acceptance of such responsibility through signature of the MOA is a requirement included within the “program standards” and every municipality that chooses to administer and enforce a building inspection program must establish and maintain all the standards set forth in this administrative provision.

Finally, the MOA contains an indemnification provision that is intentionally not identically reciprocal. There are two reasons for the different indemnity requirements. First, the division and a municipal building inspection program are not similarly situated. Municipalities have the primary role in providing the actual services addressed in the MOA and, therefore, in creating potential liability. Second, the limits to state liability under the Oregon Constitution and the Oregon Tort Claims Act are different from the liability limits of local municipalities. *See, e.g., Oregon Constitution, Article XI, section 7 v. Article XI, sections 9 and 10.* Lastly, as a reminder, while the state intends to enforce the agreement’s indemnification contractually, if necessary, any investigation for action against a municipality’s approved building program would still proceed as provided in statute.

The division hopes this letter will help each municipality better understand the purpose of the MOA. Please contact me directly if you have further questions about this important document.

According to our records, your municipality signed an earlier version of the MOA. There is an updated MOA included with this letter which was amended with feedback from several municipalities. Any municipality that would like to execute this updated MOA should return a signed copy to the division by September 15, 2015. PLEASE NOTE: There is no requirement to sign this updated MOA.

Sincerely,

Brett S.

Brett Salmon, Manager
Policy and Technical Services
Oregon Building Codes Division
Brett.D.Salmon@oregon.gov

**Memorandum of Agreement
Relating to Delegated Building Inspection Program**

I. Parties:

This agreement is made and entered into by the Building Codes Division (hereinafter the "Division"), through the Department of Consumer and Business Services, and the **City of Ontario** building inspection program ("Jurisdiction"). In providing the services specified in this agreement (and any associated services) both parties are public bodies and maintain their public body status as specified in ORS 30.260. Both parties understand and acknowledge that each retains all immunities and privileges granted them by the Oregon Tort Claims Act (ORS 30.260 through 30.295) and any and all other statutory rights granted as a result of their status as local public bodies.

II. Purpose:

In accordance with the authority granted by Oregon Revised Statutes (ORS) chapter 455 and the rules adopted thereunder, this Memorandum of Agreement (MOA) sets forth the delegation from the state to Jurisdiction to operate a municipal building inspection program as referenced in ORS chapter 455.

III. Background:

The Department is authorized to:

1. Promulgate a state building code to govern the construction, reconstruction, alteration and repair of buildings. The state building code establishes uniform performance standards providing reasonable safeguards for health, safety, welfare, comfort and security for the residents of this state; and
2. Delegate authority to a Jurisdiction willing and able to assume operation of all or any portion of a building inspection program for a reporting period. A reporting period means a four-year period during which a Jurisdiction administers and enforces a building inspection program pursuant to an approved operating plan on behalf of the state.

IV. Agreement:

Jurisdiction's building inspection program agrees to the following minimum standards, policies and procedures while operating a building inspection program during the current reporting period:

1. **Administrative Standards.** Program must provide adequate funds, equipment and other resources needed to administer and enforce the program consistent with the inspection and permit requirements of the state building code.
2. **Electrical Program.** A building inspection program with an electrical program must comply with all applicable electrical rules for the inspection and enforcement of electrical programs.
3. **Fees.** Program must follow the uniform fee methodology for building permit and inspection fees. Program must use permit and inspection fees collected only for the administration and enforcement of the building inspection program. Electrical permit fees must only be used for the administration and enforcement of the electrical program. To avoid division enforcement action, program must collect and remit surcharges (with permit log) to the division no later than the 15th day following the month or quarter for which the surcharges are required to be collected according ORS 455.220.

Building Codes Division

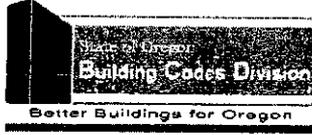
City of Ontario

Date _____

Date _____

Mark S. Long, Administrator
Building Codes Division

Please print building official name _____



Building Official Signature _____

Date _____

Please print name and title _____

Jurisdiction Representative Signature _____

AGENDA REPORT
September 8, 2015

TO: Mayor and City Council

FROM: Pete Morgan, Airport Manager
Toby Epler, J-U-B Engineers, Inc.

THROUGH: Tori Barnett, Interim City Manager

SUBJECT: PROPOSED AGREEMENT FOR PROFESSIONAL SERVICES WITH J-U-B ENGINEERS, INC. FOR THE FY 2015 ONTARIO AIRPORT FAA AIRPORT IMPROVEMENT PROJECT (AIP)

DATE: September 1, 2015

SUMMARY:

Attached is the following document:

- Copy of the Proposed Agreement for Professional Services with J-U-B Engineers, Inc. for FY 2015 Ontario Airport FAA Airport Improvement Project (AIP)

PREVIOUS COUNCIL ACTION:

2009, 2011, 2013

In order to complete the Airport Improvement Project, an Agreement for Professional Services (Engineering Services) needs to be executed to allow J-U-B Engineers, Inc. to complete the required work.

BACKGROUND:

The City has been awarded a FAA Grant to fund the FY 2015 Ontario Airport FAA Airport Improvement Project (AIP), J-U-B Engineers, Inc. will need an executed Agreement for Professional Services to complete that work.

ALTERNATIVE:

Only alternative is to not complete the project.

FINANCIAL IMPLICATIONS:

The Agreement for Professional Services is for \$214,690.00. The FAA Grant will cover 90% of the costs and the City will be responsible for 10% or \$21,469.00.

RECOMMENDATION:

Staff recommends that the Council authorize the Mayor to sign the Agreement for Professional Services with J-U-B Engineers, Inc. in the amount of \$214,690.00 for the FY 2015 Ontario Airport FAA Airport Improvement Project (AIP).

PROPOSED MOTION:

I move that the City Council authorize the Mayor to sign the Agreement for Professional Services with J-U-B Engineers, Inc. in the amount of \$214,690.00 for the FY 2015 Ontario Airport FAA Airport Improvement Project (AIP).

**FAA AGREEMENT FOR PROFESSIONAL SERVICES
FY 2015 Ontario Municipal Airport Electrical Project, A.I.P. 3-41-0044-012
Ontario Municipal Airport, Ontario, OR**

THIS AGREEMENT is made as of the _____ day of September, 2015 by and between, CITY OF ONTARIO, OREGON hereinafter referred to as the CLIENT, and J-U-B ENGINEERS, Inc., 250 So. Beechwood Avenue, Boise, Idaho, 83709, hereinafter referred to as J-U-B.

WHEREAS, the CLIENT intends to make certain improvements and/or modifications to the Ontario Municipal Airport consisting of the following:

Complete FAA AIP 3-41-0044-012 which includes the Design-Only Engineering Services for the following items: Install Runway 14 PAPI's, Install Runway 14 REIL's, Install Taxiway Edge Lighting, Install Lighted Guidance Signs, and Conduct Airports GIS Hereinafter referred to as the PROJECT:

WITNESSETH

For and in consideration of the mutual covenants and promises between the parties hereto, it is agreed:

**ARTICLE 1
J-U-B'S SERVICES**

1.01 BASIC SERVICES

J-U-B agrees to perform or furnish professional design engineering services in relation to the PROJECT, including normal civil engineering services related thereto, as set forth in Attachment 1 – Scope of Services consistent with the applicable Standard of Care.

1.02 SCHEDULE OF SERVICES TO BE PERFORMED

J-U-B will perform said Services as follows:

See Attachment 1 for Scope of Services

This schedule shall be equitably adjusted as the PROJECT progresses, allowing for changes in scope, character or size of the PROJECT requested by the CLIENT or for delays or other causes beyond J-U-B's control.

This Agreement shall be effect from September 8, 2015 to July 31, 2016. In the event the services described will not be completed during the term of this Agreement the Agreement shall be amended.

1.03 ADDITIONAL SERVICES

When authorized in writing by the CLIENT, J-U-B agrees to furnish, or obtain from others, additional professional services in connection with the PROJECT, as set forth below and as otherwise contained within this Agreement:

- A. Provide other services not otherwise provided for in this Agreement, including services normally furnished by the CLIENT as described in Article 2, CLIENT'S RESPONSIBILITIES.
- B. Provide services as an expert witness for the CLIENT in connection with litigation or other proceedings involving the PROJECT.
- C. Assist or extend services as a result of strikes, walkouts, or other labor disputes, including acts relating to settlement of minority group problems.
- D. Mitigation work identified in the environmental review.

**ARTICLE 2
CLIENT'S RESPONSIBILITIES**

2.01 CLIENT'S RESPONSIBILITIES

The CLIENT shall Furnish the following services at the CLIENT'S expense and in such a manner that J-U-B may rely upon them in the performance of its services under this AGREEMENT:

- A. Designate, in writing, a person authorized to act as the CLIENT'S contact. The CLIENT or his designated contact shall receive and examine documents submitted by J-U-B to determine acceptability of said documents, interpret and define the CLIENT'S policies, and render decisions and authorizations in writing promptly to prevent unreasonable delay in the progress of J-U-B's services.
- B. Make available to J-U-B all technical data that is in the CLIENT'S possession, including maps, surveys, property descriptions, borings, and other information required by J-U-B and relating to his work.
- C. Hold promptly all required special meetings, serve all required public and private notices, receive and act upon all protests and fulfill all requirements necessary in the development of the PROJECT and pay all costs incidental thereto.
- D. Provide legal, accounting and insurance counseling services necessary for the PROJECT: Legal review of the construction Contract Documents; and such writing services as the CLIENT may require to account for the expenditure of construction funds.
- E. Furnish permits and approvals from all governmental authorities having jurisdiction over the PROJECT and from others as may be necessary for completion of the PROJECT.
- F. The CLIENT agrees to cooperate with J-U-B in the approval of all plans, reports and studies, and shall make a timely decision in order that no undue expense will be caused J-U-B because of lack of decisions. If J-U-B is caused extra drafting or other expense due to changes ordered by the CLIENT after the completion and approval of the plans, reports, and studies, J-U-B shall be equitably paid for such extra expenses and services involved.
- G. Guarantee full and free access for J-U-B to enter upon all property required for the performance of J-U-B's services under this AGREEMENT.
- H. Give prompt written notice to J-U-B whenever the CLIENT observes or otherwise becomes aware of any defect in the PROJECT or other event that may substantially affect J-U-B's performance of services under this AGREEMENT.
- I. Promptly prepare and submit reimbursement requests to funding agencies.
- J. Compensate J-U-B for services promptly rendered under this AGREEMENT.

**ARTICLE 3
J-U-B'S COMPENSATION**

3.01 BASIC SERVICES COMPENSATION

J-U-B shall provide services in connection with the terms and conditions of this Agreement, and the CLIENT shall compensate J-U-B therefore as follows:

- A. Preliminary and Final Design Phase. The CLIENT shall compensate J-U-B for the Scope of Services described in Attachment 1 on the basis of a lump sum amount of Two Hundred Fourteen Thousand Six Hundred Ninety Dollars and Zero Cents (\$214,690.00). See Attachment 2 for a detailed cost breakdown.

Partial payment shall be made for the services performed as the work under this AGREEMENT progresses. Such payment is to be made monthly based on the itemized statements, invoices, or other evidences of performance furnished to and approved by the CLIENT. All claims for payment will be submitted in a form compatible with current practices and acceptable to the CLIENT. Partial payments will include payroll costs, payroll burden and general and administrative overhead, and out-of-pocket expense, plus that portion of the fixed fee which its percentage of completion bears to the total cost of the fully completed work under this AGREEMENT. The CLIENT shall make full payment of the value of such documented monthly service as verified on the monthly statement.

3.02 ADDITIONAL SERVICES

In addition to any and all compensation hereinabove, the CLIENT shall compensate J-U-B for Additional Services, Section 1.03, under a supplemental agreement. These additional services are to be performed or furnished by J-U-B only upon written authorization by the CLIENT.

3.03 COMPENSATION ADJUSTMENT

It is agreed by the parties hereto that the contract amounts as shown in Sections 3.01 have been calculated on the stipulation that the CLIENT will authorize J-U-B to proceed with all of these above-said services within six (6) months from the date of this AGREEMENT. Pending FAA approval for AIP eligibility, it is also agreed that the costs of those services, in whole or in part, that have not been authorized by the CLIENT for performance by J-U-B within said period, shall be adjusted to allow for changes in the costs, as measured by the percentage increase as set forth in the Department of Labor National Average Costs of Living Index over the previous twelve (12) months.

3.04 ADDITIONAL CONDITIONS OF COMPENSATION

The CLIENT and J-U-B further agree that:

- A. Progress payments shall be made in proportion to services rendered as indicated within this Agreement and shall be due and owing within thirty (30) days of J-U-B's submittal of a monthly statement. Any monies not paid after 30 days when due under this AGREEMENT shall bear a finance charge at the rate of one percent (1%) per month on the balance, until paid.
- B. If the CLIENT fails to make monthly payments due J-U-B, J-U-B may, after giving ten (10) days written notice to the CLIENT, suspend services under this Agreement.
- C. If the PROJECT is delayed, or if J-U-B's service for the PROJECT is delayed or suspended for more than three (3) months for reasons beyond J-U-B's control, J-U-B may, after giving seven (7) days written notice to the CLIENT, terminate this Agreement and the CLIENT shall compensate J-U-B in accordance with the termination provisions contained hereafter in this Agreement.

ARTICLE 4 GENERAL PROVISIONS

4.01 OWNERSHIP OF DOCUMENTS

Upon the request of the CLIENT, J-U-B shall furnish the CLIENT copies of all maps, plots, drawings, estimate sheets, and other contract documents required for the PROJECT provided J-U-B has been paid in full for the work. Upon the request of the CLIENT and the completion of the work specified herein, all material documents acquired or produced by J-U-B in conjunction with the preparation of the plans shall be delivered to and become the property of the CLIENT providing no future use of said documents or portions thereof shall be made by the CLIENT with J-U-B's name or that of J-U-B ENGINEERS, Inc., attached thereto. Final submittal of J-U-B's work product shall be in hard-copy format and no electronic design files will be submitted as part of the PROJECT, unless expressly requested.

Reuse of any of the above-said documents by the CLIENT on extensions of this PROJECT or on any other project without written permission of J-U-B shall be at the CLIENT'S risk, and the CLIENT agrees to defend, indemnify, and hold harmless J-U-B from all claims, damages, and expenses including attorney's

fees arising out of such unauthorized reuse of said documents by the CLIENT or by others acting through the CLIENT.

J-U-B shall retain an ownership interest in PROJECT documents that allows their reuse of non-proprietary information on subsequent projects at J-U-B's sole risk.

4.02 DELEGATION OF DUTIES

Neither the CLIENT nor J-U-B shall delegate, assign, sublet or transfer his duties under this Agreement without the written consent of the other.

4.03 TERMINATION (2 CFR §200 Appendix II (B))

The CLIENT and J-U-B reserve the right to terminate this Agreement at any time, upon a seven (7) days written notice, should any of the following events occur:

- A. The CLIENT may, by written notice, terminate this contract in whole or in part at any time, either for the convenience or because of failure to fulfill the contract obligations. Upon receipt of such notice services must be immediately discontinued (unless the notice directs otherwise) and all materials as may have been accumulated in performing this contract, whether completed or in progress, delivered to the CLIENT.
- B. If the termination is for the convenience of the CLIENT, an equitable adjustment in the contract price will be made, but no amount will be allowed for anticipated profit on unperformed services.
- C. If the termination is due to failure to fulfill the J-U-B's obligations, the CLIENT may take over the work and prosecute the same to completion by contract or otherwise. In such case J-U-B is liable to the CLIENT for any additional cost occasioned to the CLIENT thereby.
- D. If, after notice of termination for failure to fulfill contract obligations, it is determined that J-U-B had not so failed, the termination will be deemed to have been effected for the convenience of the CLIENT. In such event, adjustment in the contract price will be made as provided in paragraph B of this clause.
- E. If the CLIENT fails to make regular progress payments for work completed.

The rights and remedies of the CLIENT provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

The drawings, specifications, reports, and related project documents shall become the property of the CLIENT.

4.04 GENERAL

- A. Should litigation occur between the two parties relating to the provisions of this Agreement, court costs and reasonable attorney fees incurred shall be borne by their own party.
- B. Neither party shall hold the other responsible for damage or delay in performance caused by acts of God, strikes, lockouts, accidents, or other events beyond the control of the other or the other's employees and agents.
- C. In the event any provisions of this AGREEMENT shall be held to be invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. One (1) or more waivers by either party or any provision, term, condition, or covenant shall not be construed by the other party as a waiver of subsequent breach of the same by the other party.
- D. J-U-B shall render its services under this AGREEMENT in accordance with generally accepted professional practices and Standard of Care. J-U-B makes no other warranty for the work provided under this AGREEMENT.
- E. Any opinion of the estimated construction cost prepared by J-U-B represents its judgment as a design professional and is supplied for the general guidance of the CLIENT. Since J-U-B has no control over the cost of labor and material, or over competitive bidding or market conditions,

J-U-B does not guarantee the accuracy of such opinions as compared to Contractor bids or actual costs to the CLIENT.

- F. In soils investigation work and determining subsurface conditions for the PROJECT, the characteristics may vary greatly between successive test points and sample intervals. J-U-B will coordinate this work in accordance with generally accepted engineering practices and makes no other warranties, expressed or implied, as to the professional advice furnished by others under the terms of this AGREEMENT.
- G. Any notice or other communications required or permitted by this contract or by law to be served on, given to, or delivered to either party hereto by the other party shall be in writing and shall be deemed duly served, given, or delivered when personally delivered to the party to whom it is addressed or, in lieu of such personal service, when deposited in the United States mail, certified mail, return receipt requested, addressed to the CLIENT at 444 SW 4th Street, Ontario, OR 97914 and to J-U-B at 250 So. Beechwood Avenue, Boise, Idaho, 83709. Either party, the CLIENT or J-U-B, may change his address for the purpose of this paragraph by giving written notice of such change to the other party in the manner provided in this paragraph.

4.05 BREACH OF CONTRACT TERMS (49 CFR Part 18.36)

This provision is required in all contracts that exceed the simplified acquisition threshold, presently set at \$100,000.

Any violation or breach of terms of this contract on the part of J-U-B or their subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement. The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

4.06 MEDIATION BEFORE LITIGATION

In an effort to resolve any conflicts that arise during the design and construction of the PROJECT or following the completion of the PROJECT, the CLIENT and J-U-B agree that all disputes between them arising out of or relating to this AGREEMENT or the PROJECT, except for the payment of J-U-B's fees, shall be submitted to nonbinding mediation as a condition precedent to litigation unless the parties mutually agree otherwise. The CLIENT further agrees to include a similar mediation provision in all agreements with independent contractors and consultants on the PROJECT, and also to include a similar mediation provision in all agreements with their subcontractors, subconsultants, suppliers and fabricators on the PROJECT, thereby providing for mediation as the primary method for dispute resolution among the parties to all those agreements.

This Contract shall be governed by and interpreted under the laws of the State of Oregon. The parties agree that in the event it becomes necessary to enforce any of the terms and conditions of this Contract that the form, venue and jurisdiction in that particular action shall be in Malheur County, Oregon.

4.07 EXTENT OF AGREEMENT

This Agreement represents the entire and integrated agreement between the CLIENT and J-U-B and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the CLIENT and J-U-B.

**ARTICLE 5
SPECIAL PROVISIONS**

5.01 INSURANCE AND INDEMNITY

- A. J-U-B's Insurance. J-U-B agrees to procure and maintain, at its expense, Commercial General Liability insurance of \$1,000,000 combined single limit for personal injury and property damages, and Professional Liability Insurance of \$1,000,000 per claim for protection against claims arising out of the performance of services under this Contract caused by negligent acts, errors, or omissions for which J-U-B is legally liable. J-U-B shall deliver to the CLIENT, prior to execution of the AGREEMENT by the CLIENT and prior to commencing work, Certificates of Insurance, identified on their face as the Agreement Number to which applicable, as evidence that policies providing such coverage and limits of insurance are in full force and effect. J-U-B shall acquire and maintain statutory workmen's compensation coverage. Thirty (30) days advance notice will be given in writing to the CLIENT prior to the cancellation, termination, or alteration of said policies of Insurance.
- B. Indemnification by J-U-B. To the fullest extent permitted by law, J-U-B shall indemnify and hold harmless CLIENT, and CLIENT's officers, directors, partners, agents, consultants, and employees from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of CLIENT, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the PROJECT, provided that any such claim cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting there from, but only to the extent caused by any negligent act, error, or omission of J-U-B or J-U-B's officers, directors, partners, employees, or Consultants. The indemnification provision of the preceding sentence is subject to and limited by the provisions agreed to by CLIENT and J-U-B in Subsection 5.01D, "Allocation of Risks," if any.
- C. Indemnification by CLIENT. To the fullest extent permitted by law, CLIENT shall indemnify and hold harmless J-U-B, J-U-B's officers, directors, partners, agents, employees, and Consultants from and against any and all claims costs, losses, and damages (including but not limited to all fees and charges of J-U-B, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the PROJECT, provided that any such claim cost, loss, or damage is attributable to bodily injury, sickness, disease, or death or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting there from, but only to the extent caused by any negligent act, error, or omission of CLIENT or CLIENT's officers, directors, or employees, retained by or under contract to the CLIENT with respect to this AGREEMENT or to the PROJECT.
- D. Allocation of Risks. The CLIENT and J-U-B have discussed the risks, rewards and benefits of the project and the design professional's total fee for services. The risks have been allocated such that the CLIENT agrees that, to the fullest extent permitted by law, J-U-B's total liability to the CLIENT for any and all injuries, claims, losses, expenses, damages or claims expenses arising out of this agreement from any cause or causes, shall not exceed the total amount of One Million Dollars (\$1,000,000). Such causes include, but are not limited to J-U-B's negligence, errors, omission and strict liability. Neither CLIENT nor J-U-B shall be responsible for incidental, indirect, or consequential damages.
- E. J-U-B reserves the right to obtain the services of other consulting engineers and consultants experienced in airport work to prepare and execute a portion of the work that relates to the PROJECT.
- F. Nothing contained in this agreement shall create a contractual relationship with or a cause of action in favor of a third party against J-U-B.

5.02 CERTIFICATION OF J-U-B AND CLIENT

- A. The CLIENT and J-U-B hereby certify that J-U-B has not been required, directly or indirectly, as an expressed or implied condition in connection with obtaining or carrying out this contract, to:
 - 1. employ or retain, or agree to employ or retain, any firm or persons; or
 - 2. pay, or agree to pay, to any firm, person or organization, any fee, contribution, donation or consideration of any kind.
- B. A signed "Certificate for Contracts, Grants, Loans, and Cooperative Agreements" is included with this agreement.

5.03 SUCCESSORS AND ASSIGNMENTS

- A. The CLIENT and J-U-B each binds himself, his partners, successors, executors, administrators and assigns to the other parties to this Agreement, and to the successors, executors, administrators and assigns of such other party in respect to all covenants of this Agreement.
- B. It is understood by the CLIENT and J-U-B that the FAA is not a party to this Agreement and will not be responsible for engineering costs except as should be agreed upon by the CLIENT and the FAA under a Grant Agreement for the PROJECT.
- C. This Agreement may not be assigned except upon written consent of the CLIENT.

ARTICLE 6 FEDERAL ASSURANCES

6.01 CIVIL RIGHTS GENERAL

J-U-B agrees that it will comply with pertinent statutes, Executive Orders, and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap, be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision obligates the CLIENT or its transferee for the period during which Federal assistance is extended to the airport.

This provision binds the J-U-B from the selection period through the completion of the contract.

6.02 CIVIL RIGHTS TITLE VI ASSURANCES

During the performance of this contract, J-U-B, for itself, subconsultants, its assignees and successors in interest, agrees as follows:

- A. Compliance with Regulations. J-U-B will comply with the Title VI list of Pertinent Nondiscrimination Statutes and Authorities as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- B. Nondiscrimination. J-U-B, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subconsultants, including procurements of materials and leases of equipment. J-U-B will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
- C. Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by J-U-B for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subconsultant or supplier will be notified by J-U-B of J-U-B's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.

- D. Information and Reports. J-U-B will provide all information and reports required by the Acts, Regulations and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the CLIENT or the FAA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of J-U-B is in the exclusive possession of another who fails or refuses to furnish this information, J-U-B will so certify to the CLIENT or the FAA, as appropriate, and will set forth what efforts it has made to obtain the information.
- E. Sanctions for Noncompliance. In the event of J-U-B's noncompliance with the Non-discrimination provisions of this contract, the CLIENT will impose such contract sanctions as it, or the FAA, may determine to be appropriate, including, but not limited to:
 1. withholding of payments to J-U-B under the contract until J-U-B complies, and/or
 2. cancellation, termination, or suspension of the contract, in whole or in part.
- F. Incorporation of Provisions. J-U-B will include the provisions of paragraphs A through E in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, Regulations and directives issued pursuant thereto. J-U-B will take such action with respect to any subcontract or procurement as the CLIENT or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if J-U-B becomes involved in, or is threatened with, litigation with a subconsultant or supplier as a result of such direction, J-U-B may request the CLIENT to enter into such litigation to protect the interests of the CLIENT. In addition, J-U-B may request the United States to enter into such litigation to protect the interests of the United States.

6.03 DISADVANTAGED BUSINESS ENTERPRISE (49 CFR Part 26)

- A. Policy. It is the policy of the Department of Transportation (DOT) that disadvantaged business enterprises (DBE), as defined in 49 CFR, Part 26, shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this Agreement. Consequently, the DBE requirements of 49 CFR, Part 26, apply to this Agreement.
- B. Contract Assurance (§26.13). J-U-B shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. J-U-B shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by J-U-B to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.
- C. Prompt Payment (§26.29). J-U-B agrees to pay each consultant under this agreement for satisfactory performance of its contract no later than 15 days from the receipt of each payment J-U-B receives from the CLIENT. J-U-B agrees further to return retainage payments to each subconsultant within 15 days after the subconsultant's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the CLIENT. This clause applies to both DBE and non-DBE subconsultants.

6.04 LOBBYING AND INFLUENCING FEDERAL EMPLOYEES (49 CFR Part 20, Appendix A)

- A. No Federal appropriated funds shall be paid, by or on behalf of J-U-B, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any Federal grant, the making of any federal loan, the entering into of any cooperative agreement and the extension, continuation, renewal, amendment or modification of any Federal grant, contract, loan, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of

Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal contract, loan, grant, or cooperative agreement, J-U-B shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

6.05 ACCESS TO RECORDS AND REPORTS

J-U-B must maintain an acceptable cost accounting system. J-U-B agrees to provide the CLIENT, the FAA, and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers, and records of J-U-B which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. J-U-B agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

6.06 RIGHTS TO INVENTIONS

All rights to inventions and materials generated under this contract are subject to requirements and regulations issued by the FAA and the CLIENT of the Federal grant under which this contract is executed.

6.07 TRADE RESTRICTION CLAUSE (49 CFR Part 30)

J-U-B or its subconsultants, by submission of an offer and/or execution of a contract, certifies that it:

- A. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);
- B. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;
- C. has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to a consultant or subconsultant who is unable to certify to the above. If J-U-B knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on the project, the FAA may direct through the CLIENT cancellation of the contract at no cost to the Government.

Further, J-U-B agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in each contract and in all lower tier subcontracts. J-U-B may rely on the certification of a prospective consultant unless it has knowledge that the certification is erroneous.

J-U-B shall provide immediate written notice to the CLIENT if J-U-B learns that its certification or that of a subconsultant was erroneous when submitted or has become erroneous by reason of changed circumstances. J-U-B agrees to provide written notice to the CLIENT if, at any time, it learns that its certification was erroneous by reason of changed circumstances.

This certification is a material representation of fact upon which reliance was placed when making the award. If it is later determined that the consultant or subconsultant knowingly rendered an erroneous certification, the FAA may direct, through the CLIENT, cancellation of the contract or subcontract for default at no cost to the Government.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of an engineer is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

6.08 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION

J-U-B certifies, by submission of this proposal or acceptance of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. It further agrees by submitting this proposal that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where J-U-B or any lower tier participant is unable to certify to this statement, it shall attach an explanation to this solicitation/proposal.

6.09 OCCUPATIONAL HEALTH ACT OF 1970

J-U-B shall comply with the provisions of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910).

6.10 FEDERAL FAIR LABOR STANDARDS ACT

J-U-B shall comply with the provisions of the Federal Fair Labor Standards Act (29 USC 201).

6.11 TEXTING WHILE DRIVING.

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving" and DOT Order 3902.10 "Text Messaging While Driving" FAA encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or sub-grant.

J-U-B has in place a policy within the J-U-B Accident Prevention plan that prohibits all employees from texting and driving. J-U-B shall include these policies in each third party subcontract involved on this project.

6.12 HUMAN TRAFFICKING

- A. J-U-B, J-U-B's employees, and subcontractors may not engage in severe forms of trafficking in persons during the period of time that the FAA award is in effect, procure a commercial sex act during the period of time that the award is in effect, or use forced labor in the performance of the award or sub-awards under the award.
- B. For the purpose of this award term, "employee" includes:
 - 1. An individual employed by you or a sub-recipient who is engaged in the performance of the project or program under this award
 - 2. Another person engaged in the performance of the project or program under this award and not compensated by you, including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
- C. For the purposes of this award term only, "forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
- D. For the purposes of this award term only, "severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at Section 103 of the TVPA, as amended (22 U.S.C. 7102).

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IN WITNESS WHEREOF, the CLIENT and J-U-B hereto have made and executed this AGREEMENT as of the day and year first above written.

CLIENT:

CITY OF ONTARIO, OREGON

ATTEST

BY:

Name:

Title:

Name:

Title:

J-U-B:

J-U-B ENGINEERS, Inc.

ATTEST

By:

Name: Timothy Haener, P.E.

Title: Executive Vice President

Name: Toby Epler, P.E.

Title: Project Manager

Applicable Attachments or Exhibit to this Agreement are indicated as marked

- Attachment 1 – Scope of Services
- Attachment 2 - Fee Breakdown
- Exhibit A – Construction Phase Services

**CERTIFICATION FOR CONTRACTS, GRANTS, LOANS,
AND COOPERATIVE AGREEMENTS**

The undersigned certifies, to the best of his or her knowledge and belief, that:

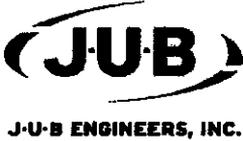
1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL "Disclosure Form to Report Lobbying", in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontractors, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signed: _____
Sponsor's Authorized Representative

Date: _____

Title: _____



**J-U-B ENGINEERS, Inc.
FAA AGREEMENT FOR PROFESSIONAL SERVICES**

Attachment 1 – Scope of Services

CLIENT: City of Ontario, OR

PROJECT: FY 2015 Ontario Municipal Airport Electrical Project

A.I.P. # 3-41-0044-012

The FAA Agreement for Professional Services dated _____ is amended and supplemented to include the following provisions regarding these Scope of Services:

For the purposes of this attachment, 'FAA Agreement for Professional Services' and 'the Agreement' shall refer to the document entitled 'FAA Agreement for Professional Services,' executed between J-U-B and CLIENT to which this exhibit and any other exhibits have been attached.

PROJECT DESCRIPTION

Complete FAA AIP 3-41-0044-012 which includes the Design-Only Engineering Services for the following items: Install Runway 14 PAPI's, Install Runway 14 REIL's, Install Taxiway Edge Lighting, Install Lighted Guidance Signs, and Airports GIS.

SCOPE OF SERVICES

J-U-B's Services under this Agreement are limited to the following:

- A. Project Formulation Phase for the FY 2015 Ontario Municipal Airport Electrical Project:
1. Conduct a Pre-design meeting with CLIENT and FAA at the Airport. Provide draft scope, contract for FAA Approval. The meeting will be held at the Airport to determine the planning and study issues that will need to be addressed during the design of the project. The FAA Predesign Conference Checklist will be the guide for project discussions. Minutes of the Predesign meeting will be compiled and forwarded to the FAA and CLIENT.
 2. Assist the CLIENT with Project Scope development and formulation. J-U-B will prepare a Scope of Services narrative and detailed description of all work tasks for CLIENT and FAA review and approval. Discuss review comments and revise accordingly.
 3. Upon approval of the Scope of Services, J-U-B will prepare a listing of work tasks in a spreadsheet with "empty cells" for person-hours, hourly rates, expenses, and costs. This spreadsheet will be used for both J-U-B and the Independent Fee estimates. J-U-B shall prepare a detailed cost proposal on the spreadsheet, based on estimates of work to accomplish the Scope of Services.
 4. Assist Client with Record of Negotiations documentation. J-U-B shall provide the CLIENT and the Independent Fee Estimator (IFE) with a blank person-hour spreadsheet, Scope of Services, and overall project estimate. A meeting will be held with the IFE to describe and review the proposed project Scope of Services. This meeting will be held to assist the IFE to better understand the project.
 5. Prepare an Agreement for Professional Services for submittal and review by the CLIENT and FAA, including the FAA Professional Service Agreement Checklist. The Agreement shall be comprehensive in description of services and responsibilities of all contract parties.
 6. Assist CLIENT with preparation and submittal of a draft FAA Grant Application for Federal Assistance, including estimated project costs, drawings, and a schedule for FAA submittal prior to beginning design.
 7. Assist CLIENT in the submittal of FAA Sponsor Certifications.
 8. Prepare and submit three (3) FAA Quarterly Performance Reports.
 9. Provide the following services related to Federal Disadvantaged Business Enterprise requirements (DBE). Evaluate contract work scope for DBE subcontract opportunities (both professional and contractor). Develop project specific Tri-Annual DBE goals for FY 2015, 2016, & 2017, prepare required FAA justification and obtain FAA approval. Review project contract documents for compliance with current DBE requirements as required by FAA.

10. Attend five meetings with the Airport Advisory Board at the Airport during the design of the project in order to keep Airport personnel and management abreast of the progress of the design at the Airport. Discussions concerning project phasing, budget and schedule updates.
11. Assist CLIENT in preparation and processing of monthly Request for Reimbursement (RFR) by submitting data as described. It is anticipated that the CLIENT will prepare and process five monthly sets of RFR 'packages' for this project. J-U-B will provide documentation of costs for the CLIENT's use in performing the Request for Reimbursements including consultant invoices, reimbursement spreadsheet and pay requests.

B. Preliminary Design Phase for the FY 2015 Ontario Municipal Airport Electrical Project:

1. Perform a site field walk through at the Airport and review project goals with CLIENT'S personnel. Allow design personnel to become familiar with the proposed project site. Obtain photographs, inspect the construction areas, and document findings of site visit.
2. Conduct conventional field surveys of the project to include topographical and cross section information of improvement areas for design purposes. The general scope of the survey work will include the following:
 - a. Coordination, scoping, and contracting with Survey Subconsultant.
 - b. Survey control shall be established using the procedures in FAA Advisory Circular 150/5300-16A. Secondary and primary control stations shall be identified by the Engineer and used for the design and construction control. *(Field Survey Subconsultant Task)*
 - c. Provide topographical surveys of the entire Parallel Taxiway and Connector Taxiways with 5 shot cross sections(centerline, edge of pavement, 10-ft off edge of pavement) every 100 feet linear including point of curves and point of tangents. The topographical surveys shall also include a survey of the Runway 14 End beginning 500 feet beyond the end of threshold extending 1500 feet long to the south by 150 feet wide on a minimum 50 foot grid. The survey shall include existing drainage, lighting features, grade breaks, pavement markings, and edge reflectors. The collected data shall be provided on a compact disk to the Engineer with the following information: point number, description, northing, easting, and elevation along with paper copies of any pertinent field notes. This survey will provide information for the design of the parallel taxiway lighting and signs as well as utility information for NAVAIDS. The field survey for AGIS work is contained in Section 3. *(Field Survey Subconsultant Task)*
3. Conduct obstruction survey including aerial mapping and airports GIS (AGIS). Survey and aerial data acquisition will be performed for this project in accordance with AC 150/5300-16A, 17C, 18B. Tasks for this element are based on the Table 2.1 column Navigational Aid Siting (Visual) from AC 150/5300-18B. The Airport will provide site information and access to the site. All survey data shall be tied to the National Spatial Reference System (NSRS) and projected to NAD 1983(2011) Oregon South State Plane Coordinate System (3602) horizontal datum and the NAVD 1988 vertical datum. Survey notes and records will be prepared in accordance with industry standards of practice. J-U-B will coordinate with the airport and abide by appropriate procedures to gain access to privately owned lands. The general scope of the AGIS work will include the following:
 - a. AGIS Setup, Statement of Work, and Survey Plans
 - i. J-U-B will assist the airport sponsor in establishing a new airport survey project on the Airports Geographic Information System (AGIS) website at <https://airports-gis.faa.gov>. This project will be a new airport survey project type for NAVAID Siting – Non-Precision/Visual.
 - ii. J-U-B will prepare and submit a Statement of Work (SOW) for the survey project to the AGIS website prior to commencement of fieldwork.
 - iii. J-U-B will develop and submit a Geodetic Control Plan (GCP), and Survey and Quality Control Plan (SQCP) to the (AGIS) website for the project. No fieldwork will be performed prior to review and acceptance of the plans by the governing agencies.

- b. **Obstruction Survey including Aerial Mapping and Photography**
 - i. Coordination, scoping, and contracting with Obstruction Survey including Aerial Mapping and Photography Subconsultant for the purpose of performing airport airspace analysis/obstruction identification for a Non-Vertically Guided runway in accordance with AC 150/5300-18B.
 - ii. The Obstruction Survey including Aerial Mapping and Photography Subconsultant shall complete the following tasks: aerial mapping services in support of FAA airport mapping and non-vertically guided obstruction analysis at the Ontario Airport located in Eastern Oregon. The project will be divided into two phases: Phase 1 will consist of a low flight at 6cm GSD and will primarily be used for higher accuracy limited feature collection at the airport. Phase 2 will consist of a high flight at 22cm GSD and will primarily be used for the obstruction analysis of the airport and vicinity. Two flight missions will be acquired for airport collection and analysis. Imagery will be acquired with a state of the art digital large format mapping camera with current factory calibration certificate. All photography will be flown in stereo (overlapping) to support photogrammetric mapping and will meet industry standards for photography of this type. Phase 1 collection of the airport property will be mapped at a scale of 1"=50' and will only include limited airport related features designated by the JUB such as runways and paint markings. Phase 2 collection will include both natural and man-made features that contribute as obstructions in 3D per the FAA circular 150_5300_18B. The features will be collected at 1"=200' mapping scale and delivered in DWG and GIS format with the appropriate attributes. All mapped features and obstructions will be delivered in the Airport GIS geodatabase schema. Color orthophotography will be generated at .25' pixel resolution using new photography of the airport and at 1' pixel resolution overall. The ortho imagery will be cleaned and balanced to merge all of the individual tiles into one matching image for the compressed image delivery. The digital orthophoto data for the project area will be delivered on CD-ROM in TIF format with a TFW reference file along with a compressed version with all the tiles provided in one image. *(Aerial Mapping Subconsultant Task)*
- c. **Field Surveys and Reconnaissance**
 - i. J-U-B will meet with field crews, engineers, and airport staff to conduct airport interviews and prepare documentation of survey conditions and procedures in accordance with AC 150/5300-18B.
 - ii. J-U-B will observe existing geodetic control according to guidelines established in AC 150/5300-16A. Establish a tie to the NSRS by verifying the existing Primary and Secondary Airport Controls stations in accordance with AC 150/5300-18B section 2.6.10.1.1. If existing PACS/SACS cannot be verified, establish Temporary Control Marks in accordance with AC 150/5300-16A Section 2.2.2.
 - iii. J-U-B will Establish 10 photo control "ID" points (6 Low Level and 4 High Level) and 5 OPUS check points as the base control for the airspace obstruction identification. Note: The approximate location of all control points will be identified by the aerial mapping subconsultant on a figure and provided to the consultant prior to the survey and flight. The control points should be located within the public right of way where painted control points or temporary markers can be established. However, some premarks may need to be established on private property using temporary markers. The airport will be responsible for obtaining right of access to private property as necessary. After receiving confirmation from the aerial mapping subconsultant that all flight data is of good quality and useable, the consultant will remove temporary markers.
 - iv. J-U-B will Survey, Monument, and Document runway endpoints.
 - v. J-U-B will provide a ground base station for the ABGPS collection during the flight mission performed by the aerial mapping subconsultant.
 - vi. J-U-B will collect an elevation profile for Runway 14/32 according to the standards in AC 150/5300-18B at 50 foot intervals.
 - vii. J-U-B will survey, validate and document the position and elevation along the R/W centerline where adjacent electronic and visual navigational aids (NAVAIDS) are perpendicular (point abeam) to the R/W centerline. i.e. REILs, PAPIs, APB.
 - viii. J-U-B will survey obstacles and other required features that cannot be collected by aerial mapping survey.
 - ix. J-U-B will document features requiring appropriate photos, and preparing required sketches. Processing collected data and preparing for upload to AGIS website.
- d. **Upload Survey Data and Final Documentation to AGIS**
 - i. J-U-B will process all surveyed and mapped features and obstructions to be delivered in the Airport GIS geodatabase schema and then upload survey data to the AGIS website to

include matrix items listed in AC 150/5300-18B, Table 2-1 Navigational Aid Siting (Visual) column.

- ii. J-U-B will develop and provide the Final Survey Report with appropriate documentation to the AGIS project website for the airport survey project.
4. Compile and review existing geotechnical data from previous projects for design purposes. No new geotechnical investigations or pavement analysis will be completed as part of this project.
5. Assemble and review mapping, plans, documents, and other available information.
6. Compile existing utility data required to develop the project current conditions for the basis of design. The utility investigation will be based on record drawings provided by the CLIENT and topographical survey information of surface features collected by J-U-B.
7. Conduct an environmental analysis using the FAA Environmental Evaluation form for FAA review and determination. Prepare a NW Mountain Region Categorical Exclusion Form including State Historical Society approval and a detailed project area map for delineation of planned scope of work. Environmental work beyond that described will be considered as additional work.
8. Prepare and submit three (3) FAA Form 7460's to airspace the PAPI's, REIL's, and construction equipment.
9. Analyze existing obstructions from AGIS survey to determine location of PAPI and siting angle required to clear listed obstructions.
10. Complete electrical design for taxiway edge lighting, lighted guidance signs, PAPI's, and REIL's.
 - a. Coordination, scoping, and contracting with Electrical Subconsultant.
 - b. Electrical Subconsultant- Travel, investigate site, complete full electrical inventory of airport electrical lighting circuit, meet with the CLIENT, and collect full site data. (Travel Costs addressed in Expenses)
 - c. Electrical Subconsultant- Coordination with Idaho Power Utility Company to determine available power types, load, and location for new electrical service for vault building as well as review vault regulator capacity.
 - d. Electrical Subconsultant- Coordination with the CLIENT staff to determine type of taxiway edge lighting (Quartz vs LED) and signs (Standard vs LED) to be used as well as complete cost benefit analysis on each type to be submitted to the FAA for review and approval.
 - e. Electrical Subconsultant- Prepare preliminary Electrical Design Plans (50% complete) for review and discussion with the CLIENT and FAA. It is anticipated that the project electrical design will require twenty (20) plan sheets including:
 - Sheet 1 – Scope of Work, General Notes, & Symbols
 - Sheet 2 – Parallel Taxiway Lighting & Sign Plan View 9+50 – 20+50
 - Sheet 3 – Parallel Taxiway Lighting & Sign Plan View 20+50 – 31+50
 - Sheet 4 – Parallel Taxiway Lighting & Sign Plan View 31+50 – 42+50
 - Sheet 5 – Parallel Taxiway Lighting & Sign Plan View 42+50 – 53+50
 - Sheet 6 – Parallel Taxiway Lighting & Sign Plan View 53+50 – 64+50
 - Sheet 7 – Runway 14 PAPI's Layout Plan View
 - Sheet 8 – Runway 14 REIL's Layout Plan View
 - Sheet 9 – Runway 14 PAPI's Wiring Plan View
 - Sheet 10 – Runway 14 REIL's Wiring Plan View
 - Sheet 11 – Regulator Building Plans
 - Sheet 12 – Regulator Building Electrical Layout
 - Sheet 13 – Electrical Circuiting Maps
 - Sheet 14 – Electrical Edge Lighting Details
 - Sheet 15 – Electrical Edge Lighting Details
 - Sheet 16 - Electrical Sign Details
 - Sheet 17 – Electrical PAPI's Details
 - Sheet 18 – Electrical PAPI's Details
 - Sheet 19 - Electrical REIL's Details
 - Sheet 20 – Electrical REIL's Details
 - f. Electrical Subconsultant- Prepare a preliminary estimate of Electrical Project Costs at the 50 percent complete plan sheet stage.

- g. Electrical Subconsultant- Participate in design review meeting with the CLIENT in Ontario. Review design philosophy, phasing and safety plan, preliminary design drawings, design analysis and project schedules with CLIENT. (Travel Costs addressed in Expenses)
- h. Electrical Subconsultant- Provide documentation for Engineer's Design Report write-up including electrical load calculations and justifications.
- i. Electrical Subconsultant- Prepare Construction Electrical Technical Specifications based on latest version of FAA AC 150/5370-10 "Standards for Specifying Construction on Airports" including the current Regional Notice published by the FAA Airports Districts Office.
- j. Electrical Subconsultant- Prepare final Electrical Design Drawings in conformance with the latest version of FAA AC's. Incorporate comments received during the preliminary design review process into project design.
- k. Electrical Subconsultant- Subconsultant shall conduct a Peer and Quality Control Review for the contract documents performed in the Final Design Phase. Consultant shall assign individuals who have not worked on the development of the Drawings and Specifications.
- l. Electrical Subconsultant- Prepare a revised estimate of Electrical Project Costs based on detailed bid schedules and advise the CLIENT as to budget status.
- m. Electrical Subconsultant- Finalize Electrical plans and technical specifications based on Peer, CLIENT, and FAA Reviews.

11. Prepare preliminary civil design plans (60% complete). It is anticipated that the project design will require the following plan sheets:

- Sheet 1 – Cover
- Sheet 2 – Construction General Plan
- Sheet 3 – Operation and Safety Plan
- Sheet 4 – Phasing Plan
- Sheet 5 – Phasing Plan
- Sheet 7 – Pavement Demolition Plan
- Sheet 8 – Pavement Repair Plan

12. Prepare preliminary bidding contract documents and technical specifications. Use applicable FAA construction specifications (AC 150/5370-10, Standards for Specifying Construction at Airports, Current Edition and current Northwest Mountain Region Notice).
13. Prepare preliminary construction cost estimates, phasing into workable portions for constructability, budget, and construction schedule.
14. Prepare preliminary Construction Safety and Phasing Plan (CSPP) according to AC 150/5370-2F to accommodate varying work components that need to meet prescribed schedules. Include a completed CSPP checklist and associated and required drawings. Submit to FAA and CLIENT.
15. Prepare and submit preliminary Engineer's Design Report in conformance with FAA guidelines for CLIENT and FAA review.
16. Conduct in-house quality control/quality assurance review.
17. Submit preliminary plans and specifications for CLIENT (2 copies) and FAA (1 copy) review.
18. Update the Grant Application for FAA-AIP funding assistance based on actual project costs. Assist CLIENT in coordination of Grant Application submittal and process.

C. Final Design Phase for the FY 2015 Ontario Municipal Airport Electrical Project:

1. Incorporate FAA and CLIENT personnel design comments. Respond as necessary to additional information.
2. Finalize bidding contract documents and technical specifications to 100%.
3. Finalize construction plans, details and sections to 100%.
4. Complete final quantity calculations and prepare Engineer's Opinion of Probable Construction Cost.
5. Finalize Final Design Report. No "Modifications to Design Standards" are assumed to be part of this design.
6. In-house quality control review.
7. Submit final documents to FAA (1 copy) and CLIENT (2 copies) for review and approval.

8. Provide project budget and schedule updates for FAA and Client.

D. Bidding Phase for the FY 2015 Ontario Municipal Airport Electrical Project:

Not included in this Scope of Work

E. Project Close out Phase for the FY 2015 Ontario Municipal Airport Electrical Project:

1. Prepare the final project report and close-out documents according to FAA requirements and submit to CLIENT and FAA.
2. Assist and coordinate with independent auditors in locating appropriate documents for performing A-133 annual audit. In addition to finding appropriate project files, answer questions as required.
3. Provide assistance to the CLIENT in assessing, costing, and updating the five-year Capital Improvement Plan for submittal to Oregon Division of Aeronautics.

ATTACHMENT 2

FY 2015 Ontario Municipal Airport Electrical Project
 City of Ontario, Oregon
 10-15-XXXX
 July 21, 2015

FAUB ENGINEERS TELE ESTIMATE

PROJECT TITLE:
CLIENT:
JOB NUMBER:
DATE:

TASK NO	PROJECT TASK	Principal	Proj. Mgr.	Electrical Engr	Aviation Engr	Designer	EIT	Survey PLS	2-Person Survey Crew	Cadd Oper.	Clerical	Trips	TOTAL HRS	TASK DIRECT COSTS	
															\$185.00
1.01.A Project Formulation Phase															
1	Conduct Pre-Design Meeting	0	6	0	4	0	0	0	0	0	0	0	1	10	\$1,252.00
2	Project Scope Development & Formulation	2	6	4	4	0	0	0	0	0	0	0	16	16	\$2,082.00
3	Prepare Cost Proposal	2	4	4	0	0	0	0	0	0	0	0	10	10	\$1,358.00
4	Assist with Record of Negotiations	0	6	0	0	0	0	0	0	0	0	0	6	6	\$792.00
5	Prepare Professional Service Agreement	1	4	0	2	0	0	0	0	0	0	4	11	11	\$1,223.00
6	Prepare FAA Grant Application	0	6	0	8	0	0	0	0	0	0	4	18	18	\$1,992.00
7	Prepare FAA Sponsor Certifications	0	1	0	5	0	0	0	0	0	0	2	8	8	\$847.00
8	Prepare FAA Quarterly Reports	0	3	0	3	0	0	0	0	0	0	3	9	9	\$951.00
9	Prepare Tri-Annual DBE Requirements	0	4	0	30	0	0	0	0	0	0	4	38	38	\$4,258.00
10	Attend Advisory Board Meetings	0	15	0	0	0	0	0	0	0	0	0	5	20	\$1,980.00
11	Prepare Request for Reimbursements	0	5	5	0	0	0	0	0	0	0	10	20	20	\$1,935.00
1.01.B Preliminary Design Phase															
1	Perform Site Walk Through	0	6	0	0	0	0	6	0	0	0	0	1	12	\$1,602.00
2	Conduct Field Surveys														
	a. Coordination with Survey Subconsultant	0	2	0	6	0	0	0	0	0	0	2	10	10	\$1,094.00
3	Conduct Aerial Mapping & AGIS														
	a. AGIS Setup														
	i. Establish New Project on AGIS Website	0	0	0	1	0	0	0	0	0	0	0	1	1	\$115.00
	ii. Prepare & Submit SOW	0	0	0	8	0	0	6	0	0	0	0	14	14	\$1,730.00
	iii. Develop & Submit GCP & SQCP	0	0	0	5	0	0	38	0	0	18	0	61	61	\$6,965.00
	b. Aerial Mapping & Photography														
	i. Coordination with Aerial Mapping Sub	0	6	0	4	0	0	0	0	0	0	4	14	14	\$1,532.00
	c. Field Surveys & Reconnaissance														
	i. Pre-Survey Meeting	0	6	0	0	0	0	0	6	0	0	0	1	12	\$1,590.00
	ii. Observe Existing Geodetic Control	0	0	0	0	0	0	0	16	0	0	0	16	16	\$2,128.00
	iii. Establish Photo Control	0	0	0	0	0	0	0	30	0	0	0	30	30	\$3,990.00
	iv. Survey Runway Endpoints	0	0	0	0	0	0	0	6	0	0	0	6	6	\$798.00
	v. Provide Ground Base Station	0	0	0	0	0	0	0	16	0	0	0	16	16	\$2,128.00
	vi. Collection Runway Elevation Profile	0	0	0	0	0	0	0	24	0	0	0	24	24	\$3,192.00
	vii. Survey Runway Adjacent to NAVAJD	0	0	0	0	0	0	0	16	0	0	0	16	16	\$2,128.00
	viii. Survey Obstacles	0	0	0	0	0	0	0	12	0	0	0	12	12	\$1,596.00
	ix. Document Features	0	0	0	6	0	0	8	0	0	0	0	14	14	\$1,770.00
	d. Upload Data & Final Doc to AGIS														
	i. Process & Upload Data	0	0	0	10	0	30	0	0	0	0	0	40	40	\$3,700.00
	ii. Develop Final Survey Report	0	0	0	16	0	0	0	0	0	0	0	16	16	\$1,840.00
4	Compile and Review Existing Geotech Data	0	2	0	4	0	0	0	0	0	0	0	6	6	\$724.00

ATTACHMENT 2

PROJECT TITLE: FY 2015 Ontario Municipal Airport Electrical Project
CLIENT: City of Ontario, Oregon
JOB NUMBER: 10-15-XXXX
DATE: July 21, 2015

CIP ENGINEERS FEE ESTIMATE

TASK NO	PROJECT TASK	2-Person										TASK DIRECT COSTS		
		Principal	Proj. Mgr.	Electrical Engr	Aviation Engr	Designer	EIT	Survey PLS	Survey Crew	Cadd Oper.	Clerical		Trips	TOTAL HRS
1	Prepare Final Project Report	0	10	4	12	0	0	0	0	0	0	6	32	\$3,580.00
2	Assist with A-133 Audit	0	4	0	0	0	0	0	0	0	0	4	8	\$808.00
3	Provide Assistance for 5-Year CIP	0	8	0	4	4	0	0	0	0	0	0	16	\$1,912.00

ATTACHMENT 2

PROJECT TITLE: FY 2015 Ontario Municipal Airport Electrical Project
CLIENT: City of Ontario, Oregon
JOB NUMBER: 10-15-XXXX
DATE: July 21, 2015

HUB ENGINEERS ESTIMATE

TASK NO	PROJECT TASK	Principal	Proj. Mgr.	Electrical Engr	Aviation Engr	Designer	EIT	Survey PLS	Survey Crew	Cadd Oper.	Clerical	Trips	TOTAL HRS	TASK DIRECT COSTS
	LABOR + Direct Overhead Subtotal													\$153,703.00
	Fixed Fee													\$23,055.45
	Total Labor + Overhead + Fixed Fee													\$176,758.45
EXPENSES:														
	Air Travel	Cost Per Unit	Air Trips	Ground Trips	Days	Hours	Trip Miles	Markup						\$1,200.00
	Mileage	\$0.575	2	12			112	1.0						\$772.80
	Per Diem	\$46.00			16			1.0						\$736.00
	Lodging	\$125.00			16			1.0						\$2,000.00
	GPS Survey Unit	\$29.51				65		1.0						\$1,918.15
	Printing	\$1,000.00						1.1						\$1,100.00
SUBCONSULTANTS:														
1	Field Survey Subconsultant													\$5,060.00
2	Aerial Mapping Subconsultant													\$25,140.50
3														\$0.00
	Subtotal - Labor + Overhead + Fixed Fee													\$176,758.45
	Subtotal - Expenses													\$7,726.95
	Subtotal - Subconsultants													\$30,200.50
	Total - Project Design Fees													\$214,690.00

AGENDA REPORT – PUBLIC HEARING
September 8, 2015

TO: Mayor and City Council

FROM: Tori Barnett, Interim City Manager

SUBJECT: COMMUNITY IN ACTION APPLICATION FOR COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS FOR RESIDENTIAL REHABILITAIN PROJECTS IN ONTARIO

DATE: September 1, 2015

SUMMARY:

Attached is the following document:

- Housing Rehabilitation Outline and Guidelines

Kathy Markee, Program Representative, Community in Action, (or her designee) will be presenting the report, and available to answer questions.

BACKGROUND:

Community in Action submitted a request for CDBG funding in August, 2014, but unfortunately, Ontario was denied funding during that round of disbursements. CinA is now back, seeking approval from the Council to again submit an application for the Housing Rehabilitation Program for our area.

RECOMMENDATION:

Staff recommends approval of the Application.

PROPOSED MOTION:

I move that the City Council approve the application for the 2015 Community Development Block Grant from the Oregon Business Development Department for residential rehabilitation projects.

COMMUNITY IN ACTION – ONTARIO CITY COUNCIL- COMMUNITY DEVELOPMENT BLOCK GRANT

Housing Rehabilitation is a program funded from Community Development Block Grants in the form of loans or grants to eligible homeowners.

Qualifying Homeowners:

- Low or moderate income
- Own the land and property
- Live in the home as their primary residence
- Property taxes must be current
- Property value cannot exceed more than \$120,000
- Asset limits
- Meet other eligibility requirements

Qualifying Repairs: The money must be used to pay for necessary, eligible home repairs such as:

- Health and Safety Issues
- Foundation Work
- Electrical and Plumbing Upgrades
- Dry Rot and Structural Repair
- Heating/Cooling System Upgrade
- Roof Repair or Replacement
- Siding
- Handicap Accessibility
- Painting
- Weatherization

The homeowner may get bids from any licensed contractor in the State of Oregon for their project. Three bids are requested on each project home.

Aside from minimal time invested for the application process, the ongoing required time commitment for the city is to simply review and approve the periodic draws (usually done by the City Manager and another staff member) and site specific reviews(which are signed by the highest elected official). This generally takes less than 10 minutes per request (approximately 20 draws were requested per grant).

Community in Action has successfully partnered with the Cities of Nyssa and Vale on residential rehabilitation grants.

Chapter 12 Housing Rehabilitation

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

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

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

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

General Description

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

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

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

Joint Projects

A combination of cities and counties can be involved in a regional or joint project. However, only one jurisdiction can be the applicant in the given CDBG program year. The jurisdiction that applies and receives an award incurs the responsibility for the CDBG funds. Joint applications submitted for review in which two or more units of local government are equally responsible will not be accepted. Either jurisdiction may take the lead and still allow the funds to be used in all jurisdictions as outlined in the Intergovernmental Agreement (IGA) or other IFA approved form of local government agreement for the region.

Intergovernmental Agreement (IGA)

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

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

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

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

Maximum Grant Amount

The maximum CDBG grant in this category is \$400,000. A regional housing rehabilitation program area may only apply for one Type 1 or Type 2 award once per year.

Project Timeline

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

Matching Funds Requirement

There is no minimum match requirement. Any matching funds necessary to complete the proposed CDBG project, must be in the form of cash or debt service. All project funds necessary to complete the proposed project must be available and committed at the time the application is received by the department. Refer to the "Readiness to Proceed" definition in Chapter 5 for more details.

National Objective

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

Financial Review

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

Program Structure

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

- Enter into a sub-grant agreement with an eligible nonprofit organization meeting the requirements of the Housing and Community Development Act 105 (a) (15) to carry out the housing rehabilitation activities.
- The (sub-grantee) eligible non-profit organization must carry out the housing rehabilitation activities on behalf of the grant recipient. The city/county grant recipient retains ultimate responsibility for compliance with all state and federal program requirements and must ensure the (sub-grantee) eligible non-profit adheres to these requirements.
- The eligible non-profit is in control of all decisions regarding the Community Development Block Grant funds. The nonprofit may undertake all activities or may utilize a professional services agreement to accomplish grant administration and limited program management work.
- **Type 1** - The original (sub-grantee) eligible non-profit organization must be the owner and lender of all loans against the property title, responsible for all loan and program decisions and must comply with all federal and state rules and statutes. All loan repayments must be received and re-conveyed by the original (sub-grantee) eligible non-profit certified under 105(a)(15) of the HCDA. The (sub-grantee) eligible non-profit will use the funds to support housing needs in accordance with the requirements of 105(a)(15) of the HCDA for continuance of the housing rehabilitation activities or neighborhood revitalization, community economic development, or energy conservation projects.
- **Type 2** – The (sub-grantee) eligible non-profit must award all funds in the form of grants to qualified homeowners.

Eligible Homes

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

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

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

Eligible Activities

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

Eligible Activities	Maximum Allowed in Original Grant from OBDD	Maximum that can be budgeted for a full \$400,000 grant request	Requirements for use of "De-Federalized" Loan Repayments (Only for type II projects)
Grant Administration: Work related to overall grant management, coordination, monitoring and evaluation. Meeting the grant contract requirements and federal requirements. Refer to Chapter 5 for more details.	Maximum allowed 10% of the requested grant, but no more than \$25,000.	\$25,000	None – There will no longer be any federal requirements.
Program Management*: Work related to carrying out housing rehabilitation activities, working directly with the LMI clients. Such as: screening applicants, processing loans/grants, and loan servicing. Program management is considered direct service to clients. Refer to Chapter 5 for more details.	Up to 20% of the award, plus an additional \$10,000 can be used for the combined costs of program management and grant administration. Of this amount no more than \$25,000 can be for grant administration, the remainder must be used for program management.	\$65,000 Calculated as follows: $20\% \times \$400,000 = \$80,000$ $\$80,000 + \$10,000 = \$90,000$ $\$90,000 - \$25,000 = \$65,000$	A maximum of 20% of the annual loan repayments and interest earnings.
Environmental Review - Refer to Chapter 3 of the Grant Management Handbook for more details.	Up to \$15,000 per project	\$15,000	None – There will no longer be any federal requirements.
LEP Translation Services - Refer to Chapter 5 for details.	Up to \$3,000 per project	\$3,000	None – There will no longer be any federal requirements.
Legal	There is no maximum limit	There is no maximum limit	None
Audit	Refer to page 5-1 for details	Refer to page 5-1 for details	None – There will no longer be any federal requirements.
Activities <ul style="list-style-type: none"> • Eligible health and safety activities including lead, septic tanks and private sewer lines and drainfields, private water lines and wells and asbestos tests, Inspections and assessments. • Improvements necessary to fulfill reasonable accommodation requests. • Construction, rehabilitation, reconstruction, or the installations of improvements to upgrade substandard electrical, plumbing, roofing, siding, insulation, weatherization, heating systems, 	Maximum Grant \$400,000 less the items listed above.	\$295,000, less costs for legal, audit, and LEP	The loan repayments and interest earnings less the allowance for program management can be used for either continuing the HRRLF or they can be used for other community economic development, energy conservation and/or neighborhood revitalization projects, as allowed by 105(a)(15) of the HCDA.

<p>hot water heaters and dry rot repairs.</p> <ul style="list-style-type: none"> • Purchase and installation of equipment that is an integral structural fixture. (Items not normally removed from the home, light fixtures and built-in appliances.) 			
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*Program management services are performed by the sub-grantee for the city or county grant recipient. Sub-grantees typically develop or prepare such items as: application procedures, process applications, verification of program eligibility, notices of loan approvals, filing of trust deeds, construction oversight, owners certification that improvements were accepted and other necessary documents.

Ineligible Activities

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

Sub-Grant

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

Eligible Nonprofit (sub-grantee)

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

- Documentation from the Internal Revenue Service (IRS) that certifies the nonprofit organization is organized under 501(c)(3) or (c)4 of the IRS Code.

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

Carry-Out (Program Implementation)

The original eligible non-profit must carry-out the housing rehabilitation project.

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

Non-Competition with Local Financing Institutions

Each sub-grantee's (eligible non-profit) Housing Rehabilitation Revolving Loan Fund (HRRLF) policies must have requirements that loan/grant funds provide gap financing, and will work with local financing institutions to complete the financing package, require letters of rejection from financing institutions, and/or otherwise demonstrate that the loan/grant amount requested is not available from any conventional banking source of funds.

Reasonable Accommodation Policies

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

Lead-Based Paint

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

Entitlement Area Review

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

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

TYPE 1 - Additional Requirements

Eligible Non-Profit Asset Reversion

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

De-Federalization of Loan Repayments

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

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

- A city/county grant recipient must sub-grant the CDBG funds to a 105(a)(15) HCDA eligible nonprofit entity.
- The eligible non-profit (sub-grantee) entity will carry-out the program with its own staff or, will contract for professional staff (enter into a professional services agreement), or a combination of the two.

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

Loan Portfolio Requirements

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

Defaults

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

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

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

Objective	Outcome (Pick One)	Indicators	Performance Measures
Decent Affordable Housing	Sustainability/ Promoting Livable or Viable Communities	Number of owner occupied units rehabilitated or improved: <ul style="list-style-type: none"> • Number using lead safe working practices (Pre-1978 units, where \$5,000 or more of rehab work is to be completed and any lead safe practices were used.) • Number subsidized by federal, state, or local program • Number occupied by elderly (head of household or spouse age 60 or older) • Number of units made handicapped accessible 	Amount of money leveraged from other federal, state, local and private resources)
			Number of persons, households or units assisted (pick the one most appropriate to your project - pick only one)
			Number of low and moderate-income persons served by the project.
			Number of communities assisted,
			Race, ethnicity, disability (current categories for beneficiary reporting still apply)
			Number of units rehabilitated

AGENDA REPORT – PUBLIC HEARING
September 8, 2015

TO: Mayor and City Council

FROM: Kari Ott, CPA, Finance

THROUGH: Tori Barnett, Interim City Manager

SUBJECT: RESOLUTION NO. 2015-145: SUPPLEMENTAL BUDGET AUTHORIZING EXPENDITURES FOR IMPROVEMENTS TO CITY OWNED BLM BUILDING AT ONTARIO AIRPORT

DATE: August 31, 2015

SUMMARY:

Attached is the following document:

- Resolution 2015-145

PREVIOUS COUNCIL ACTION:

08-20-2015 Council awarded the bids for this project in a special telephonic meeting.

BACKGROUND:

As discussed in the special telephonic meeting on August 20, 2015, there are some repairs that need to be done to the city building rented by the BLM at the Ontario Airport. The repairs add up to \$19,520 which is greater than 10% of the original \$56,502 appropriated in the Airport Fund. Consequently, it is required that a supplemental budget hearing be held.

The \$19,520 will need to be transferred to the Airport Fund from the General Fund Contingency. The \$19,520 will be paid back to the General Fund from the Airport Fund. The repayment plan will be presented to the Council at a later date.

FINANCIAL IMPLICATIONS:

\$19,520 will need to be transferred from General Fund Contingency to the Airport Fund.

PROPOSED MOTION:

I move that the City Council approve Resolution #2015-145, A SUPPLEMENTAL BUDGET AUTHORIZING EXPENDITURES FOR IMPROVMEENTS TO CITY OWNED BLM BUILDING AT ONTARIO AIRPORT.

RESOLUTION 2015-145

A SUPPLEMENTAL BUDGET AUTHORIZING EXPENDITURES FOR IMPROVEMENTS TO CITY OWNED BLM BUILDING AT ONTARIO AIRPORT

- WHEREAS,** Repairs are necessary for a city-owned building located at the Ontario Airport, currently leased to BLM; and
- WHEREAS,** Repairs need to be completed in order to renew the lease agreement with the BLM; and
- WHEREAS,** Total repairs add up to \$19,520, which is greater than 10% of the Airport Fund. Therefore, a supplemental budget is necessary; and
- WHEREAS,** The Airport Fund will repay the General Fund in subsequent years for the \$19,520 loan.

NOW THEREFORE, BE IT HEREBY RESOLVED by the Ontario City Council, that funds from the General Fund, in the amount of \$19,520, shall be transferred to the Airport Fund capital outlay.

Line Item	Item Description	FY 15-16 Budget	Amount of Change	Adjusted Budget
GENERAL FUND				
001-004-871000	OPERATING CONTINGENCY	\$2,400,183	(\$19,520)	\$2,380,663
001-004-832000	TRANSFER TO AIRPORT	\$0	\$19,520	\$19,520
AIRPORT FUND				
120-000-458000	TRANSFERS IN	\$0	\$19,520	\$19,520
120-006-711000	AIRPORT IMPROVEMENT	\$0	\$19,520	\$19,520

EFFECTIVE DATE: Effective immediately upon passage.

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PASSED AND ADOPTED by the City Council of the City of Ontario this ____ day of September, 2015, by the following vote:

AYES:

NAYES:

ABSENT:

APPROVED by the Mayor this ____ day of September, 2015.

Ronald Verini, Mayor

ATTEST:

Tori Barnett, MMC, City Recorder

Discussion/Information /Hand-Out Items

City Council Meeting
September 8, 2015

PROJECT PROPOSAL

SW 18th Avenue

Malhuer County RRA #3

(This is a typed copy of a handwritten quote presented by Malhuer County RRA #3 Supervisor Jeff Wise to CH2M Assistant Project Manager Dave Van Wagoner on July 30, 2015)

Project Name: SW 18th Avenue

Project Scope: 1.3 miles

Project Description: 2" HMA overlay

"The Road District is looking to (piggy-back) off a (\$65.45 @ ton price) the Nyssa District used for several miles of scrub coat overlays earlier this year.

"The Road District will be willing to prep, schedule, arrange for traffic control and see the project progresses to completion, and would like to shoot for the last week in August to accomplish before harvest gets into full swing.

"We are looking @ a 1 1/2 x 1/4" scrub to true & help/re-establish a crown, etc. where possible."

First lift:

Estimated 1st lift tonnage: 2,028.00

Second lift (1" x 1/2" lift):

Estimated 2nd lift tonnage: 1,352.00
3,380.00

Estimated total project cost: \$221,221.00

(They are proposing the following co-operative breakdown):

RRA #3: \$150,000.00

Co. Vale: \$ 35,610.00

City of Ontario: \$ 35,610.00

\$221,220.00

This proposal is a request for the City to participate in this project by providing a portion of the total material costs.

For questions or correspondence, please contact:

Jeff Wise, RRA #3: 208-739-8761

7.30.15

SW 18th AVE

1.3 mile 2" overlay

the Road District is looking to (Piggy Back) off a (65.00 @ ton price) the Nyssa district used for several miles of scrub coat overlays earlier this year.

the road district will be willing to prep, schedule, arrange for traffic control and see the project progression to completion and would like to shoot for the last week in Aug. to accomplish before harvest gets into full swing.

We are looking @ a 1 1/2" x 1/4" scrub to trim & help/reestablish a crown etc. where possible @ 2,028 ton

then a second 1" x 1/2" lift @ 1,352 tons

3,380 or 3,400 tons

RRA #3 = 150,000

Co. val = 35,610

City Ord. = 35,610

↓
\$ 221,221.00

\$ 221,220.00

Would the city help with this amount?

Jeff Weir @ RRA #3
1 208 739 8761

MALHEUR COUNTY COURT MINUTES

AUGUST 12, 2015

County Court met with Commissioner Don Hodge presiding and Commissioner Larry Wilson present. Staff present was Administrative Officer Lorinda DuBois and County Counsel Stephanie Williams.

Also present was Larry Meyer of the Argus Observer and John Braese of the Malheur Enterprise.

CLIFF BENTZ - 2015 LEGISLATIVE SESSION REPORT

Representative Cliff Bentz met with the Court and gave his 2015 legislative session report. Also present were Sheriff Brian Wolfe and Clerk Deborah DeLong. The 2015 Legislative Session commenced February 2 and adjourned July 6, 2015. 2799 Bills were introduced; 921 were passed by both the Senate and House; 797 were signed by the Governor as of July 31.

Representative Bentz drafted 82 bills; introduced 42; hearings were held on 29; and 10 were signed into law with 1 pending. Bills passed were:

HB 2958 - Rental Car Insurance Agreements

HB2980 - DA Diversions

HB3011 - Rural Self-Serve Gasoline

HB3015 - Marriage License Name Requirements

HB3164 - Tractor Dealer Agreements

HB3166 - Highly Effective Teachers

HB3168 - Recovery Addict Accept Bill

HB3492 - Solar Project Property Tax Restructure

SCR16 - Mabry James Anders Memorial

SB800 - Task Force Rainy Day Fund

and Pending is HB3089 - Audit of Rural Oregon Mineral Potential.

Rep. Bentz is a member of several committees including Revenue; Transportation and Economic Development; and Energy and Environment.

There are numerous proposed ballot issues for the 2016 election, one being an increase in the minimum wage to \$15.00 per hour. Democratic House Speaker Tina Kotek has pledged to take bring the matter to the 2016 February legislative session with a proposal of \$13.50 per hour.

The General Fund/Lottery Funds budget is approximately 20 billion this year. K12 funding has increased but not enough most would say to shrink classroom sizes.

Representative Bentz encouraged folks to visit the Capitol and show their support or protest for bills and initiatives.

HB3402 increased speed limits on some portions of highways/freeways in the state. Marijuana was a topic of much discussion during the session; all of District 60 voted against Ballot Measure 91.

The Low Carbon Fuel Standards Bill will drive up the cost of fuel - estimates of increases vary from \$0.19 to \$1.06 per gallon. The Transportation Package failed - part of it included a proposed \$0.04 gas tax increase.

The Owyhee Canyonlands Conservation Proposal is 2.5 million acres; if passed the area would come off the economic table for the county - no oil and gas exploration, no solar projects.

February 1, 2016 the next legislative session begins.

MCOA&CS - TRANSIT UPDATE

MCOA&CS Executive Director Loni Debban met with the Court and provided an update on the transit system. The Veterans medical transportation service is going very well. Preapproval is required and is through the County Veterans Service Officer; the cost of the service is funded by a grant (it is unknown if the grant opportunity will be renewed). 208 rides were provided in June.

The city of Ontario Routed Service route was modified somewhat; the changes have helped ensure the buses get to Walmart on time to meet the Idaho bus. The route runs from 6 a.m. to 6 p.m. Treasure Valley Transit runs the Idaho side of the route and the two services are running smoothly. Almost 38,000 trips were recorded for the city of Ontario routed service from

July 2014 - June 2015 with more than 29,000 of those being provided to senior citizens and people with disabilities.

The Vale commuter route had 2235 trips from July 2014-June 2015; and the Nyssa commuter route had 3139. Additionally, Greyhound and Eastern Point connect at MCOA&CS.

EXECUTIVE SESSION

Executive Session was called in accordance with ORS 192.660(2)(e) - Real Property Transactions with Commissioner Hodge and Commissioner Wilson present. Also present were Road Supervisor Richard Moulton, Administrative Officer Lorinda DuBois, County Counsel Stephanie Williams, and Larry Meyer of the Argus Observer. No decisions were made during the session.

By consensus, the Court authorized Mr. Moulton to negotiate with the Wrights regarding their property for sale.

RURAL ROAD DISTRICT #3 - FUNDING REQUEST

The Court and Mr. Moulton reviewed a funding request from Rural Road District #3 (Ontario Road District). The road district is requesting funds to assist with the cost of a 2" overlay on 1.3 miles of SW 18th Avenue. (A request is also being made to the City of Ontario.) The road district requested \$35,610 from the County. Mr. Moulton explained his budget does not have sufficient funds to give this amount to the road district. However, Mr. Moulton did suggest that the County could loan the funds to the road district and the repayment of funds could come from the district's future Exchange Funds allocation.

Larry Meyer and Ms. Williams left the meeting.

After discussion, Commissioner Wilson moved to loan the requested funds, with interest, to the road district as proposed by Mr. Moulton. Commissioner Hodge seconded and the motion passed. Mr. Moulton will follow-up with Mr. Wise at Rural Road District #3.

HEALTH DEPARTMENT

Ms. DuBois provided the Court members correspondence with the Health Department regarding some proposed staffing changes. A meeting will be held with staff next week.

Ms. DuBois left the meeting.

COURT MINUTES

Commissioner Wilson moved to approve Court Minutes of August 5, 2015 as written. Commissioner Hodge seconded and the motion passed.

COMMUNITY CORRECTIONS PLAN

Commissioner Wilson moved to approve the 2015-2017 Community Corrections Plan. Commissioner Hodge seconded and the motion passed. See instrument #2015-2962

AMENDMENT - IGA 141420

Commissioner Wilson moved to approve Amendment #24 to the 2013-2015 Intergovernmental Agreement for the Financing of Community Addictions and Mental Health Services Agreement #141420. Commissioner Hodge seconded and the motion passed. A copy will be returned for recording.

CROSSING PERMITS

Commissioner Hodge moved to approve Crossing Permit #15-15 to R.T. Allaire for culvert installation on Copeland Road #615; and

Crossing Permit #17-15 to Cascade Natural Gas to retire gas service on Central Drive #1125. Commissioner Wilson seconded and the motion passed. Original permits will be kept on file at the Road Department.

COURT ADJOURNMENT

Court was adjourned.



BOARD OF DIRECTORS

Meeting Agenda

September 2, 2015 ~ 7 am

Internet Truckstop, New Plymouth, Idaho

1. Call meeting to order
2. Introductions of attendees
3. Approval of August 5th minutes
4. Financial update – Sandy Hemenway, Treasurer
5. Annual Meeting of Members & Election of board members – October 21st, Wednesday, 6 pm, buffet hosted by Saint Alphonsus Medical Center, Ontario, in the Snake River Room (RSVP for buffet would be appreciated)
6. City and Community Highlights
Ontario, Weiser, Vale, Nyssa, Fruitland, Payette, New Plymouth
 - a. City
 - b. Community
7. County Highlights
Payette County, Washington County, & Malheur County
8. Executive Director Report
 - a. Project updates
 - b. SREDA Ignite presentation
 - c. Other
9. Round Table Discussion
10. Adjourn

Calendar of EVENTS

September 2	SREDA Monthly Board Meeting, 7 am, Internet Truckstop, New Plymouth
September 17	McCallum Sweeney-Idaho Power site visit to Ontario – 2 sites
September 29	PSU population forecast for Malheur County, 10:30-12 noon (Pacific Time) Harney County Community Center, Burns
October 4-8	IEDC - Anchorage, AK. - Accept SREDA award/SREDA presentation
October 18-20	OEDA Annual Meeting Medford
October 21	SREDA Annual Meeting, 6 pm Hosted by Saint Alphonsus Medical Center, Ontario
November 4	SREDA Monthly Board Meeting, 7 am, Tex Mex, Nyssa, OR
November 17-19	IEDA Annual Meeting Boise

All SREDA monthly meetings are open to the public*

**BOARD OF DIRECTORS**

August 5, 2015 ~ 7 am
Vale City Hall, Vale, Oregon

Members and guests present: Patrick Nauman, Randy Griffin, Logan Hamilton, Ken Bishop, Harry Flock, Mike Hanigan Charlotte Fugate, Bob Komoto, Mike McLaughlin, Dan Joyce, Lynn Findley, John Braese, John Breidenbach, Sandy Hemenway, John Dillon, Dennis Baughman, Melody Goodman, and Ed Susman.

Staff: Kit Kamo

To begin the meeting, Vale Mayor Mike McLaughlin introduced himself and thanked everyone for coming to Vale today. Mayor McLaughlin then introduced Lynn Findley, the Vale City Manager.

1. Call Meeting to Order: After the Mayor's introductions, chairman Patrick Nauman called the meeting to order at 7:05 a.m.
2. Introductions of Attendees: Chairman Nauman thanked the City of Vale for hosting the meeting and providing refreshments. He then thanked everyone for coming today, recognized the outstanding attendance and then asked if everyone present today would please introduce themselves and what specific entity they are representing. We then took a few minutes for the group to complete introductions.
3. Approval of July 1, 2015 Minutes: Chairman Nauman asked if everyone had a chance to read and review the board minutes that were sent out to everyone. Chairman Nauman then asked if anyone had any questions or corrections to the minutes. Hearing none, Chairman Nauman asked for a motion to approve the minutes as printed and presented. Logan Hamilton made a motion to approve the minutes as printed, seconded by Ken Bishop. The motion passed unanimously.
4. Financial Update: Treasurer Sandy Hemenway provided the treasurer's report for the group. Sandy went over in detail the financial handouts discussing balances at the end of the month in both the checking and money market accounts, and then totals for month end. Sandy gave a special thanks to the new and renewing members – they were Payette Washington Board of Realtors and Lone Tree Land, as well as the monthly members Hanigan, Red Apple, Weiser Classic Candy, Kohn Foods (Subway), Zion's Bank, and the Argus. The annual money to manage the Idaho Visitor Center was also received by Idaho Tourism (Commerce). Kit explained a couple of the expenses to the group and why they were in the amount presented. After Kit's explanation, chairman Nauman asked if there were any questions for clarification or discussion, there were none. Chairman Nauman then asked for a motion to approve the financial report as printed and presented. Logan Hamilton made a motion to approve the financial update as printed, seconded by Mike Hanigan. The motion passed unanimously.

5. SREDA Annual meeting for October - Election of Board Members

Chairman Nauman discussed our upcoming annual meeting and election of officers and what this means. Patrick did state that the plan was to also hold our regular monthly meeting at this same date and time. No reason to have two separate meetings. Everyone agreed. Patrick told the group the meeting would be held the end of October. After discussion, the group agreed that Wednesday October 21st at 6:00 p.m. would be the best time for the meeting which will be held at Fiesta Guadalajara.

6. City and Community Highlights:

City Highlights:

a. Ontario: Council women Charlotte Fugate reported on multiple items the city has been engaged in. First Charlotte reported that the City and the police union have signed a new contractual agreement. The City will also be starting a search for a new city manager soon. She then reported the City received a grant to improve frontage property for businesses and that they are working with TVCC. Several other meetings were mentioned all of which would help improve the City. Charlotte reported the City also held a meeting with Stantec (an environmental services firm) about EPA assessment grants of up to \$200,000 with no match involved. This would be a way for the City to obtain more project related funding. The last item was the City is working on a code review grant too.

b. Weiser: Patrick Nauman reported the Weiser City task force is still moving and working on a marketing piece and should be finalized in the next 45 days.

c. Vale: Mayor McLaughlin said the City of Vale has been working on the arsenic removal plant issues and that the City has invested heavily in its parks, pools and the library. All great things for a community. They are also working with the State of Oregon on the EP Minerals road improvement. Mayor McLaughlin then noted the Grassy Mountain mine project is still moving forward and if successful, will provide jobs for both Vale and Nyssa. He then stated that Helio Sage is looking at the Vale area regarding several solar farms. Good things going on in Vale.

d. Nyssa: Harry Flock stated the City of Nyssa has also been working on their arsenic removable and a water upgrade projects for some time now. They have ran into an issue with the proposed land swap between Oregon and Idaho. Harry feels this will be worked out somehow in the future. He then said the Council passed the marijuana initiative banning dispensaries in the city.

e. Fruitland: Mayor Ken Bishop reported the City of Fruitland has now completed its annual budget which will provide improvement upgrades for the City's parks and street improvements. SREDA is in the budget. Dickinson Frozen foods, which the City has been working with, is now moving forward with their waste treatment plant which is good news and a great collaboration of the parties. Mayor Bishop then reported the City will soon be purchasing a

couple of lightly used ambulances from Canyon County that will be an upgrade for the county. The Mayor then discussed the upcoming annual Fruitland Family Fun Days coming up in September and how successful this event has been for the City. It has and continues to receive fantastic local community support, however, as stated by the Mayor, “we have more events than volunteers”. If you wish to volunteer, in two hour blocks, please contact the Mayor.

f. Payette: No City of Payette representatives were present so no report was given for Payette.

g. New Plymouth: No City of New Plymouth representatives were present so no report was given for New Plymouth.

Community Highlights:

Community: No community comments were given at today’s meeting.

7. County Highlights:

a. Payette County: No Payette County representatives were present so no report was given for Payette County.

b. Washington County: Patrick Nauman presented the report for Washington County. Patrick said the Mayor of Weiser recently appointed a new Arts Council and then Patrick provided discussion and explanation about the committee. He then said that the Washington County Fair just ended and it was a huge success. He also wanted the group to know that R & M Steel donated a new building to the fairgrounds for the small animals (rabbits, etc.) which was awesome.

c. Malheur County: Malheur County Judge Dan Joyce discussed various issues with the group. The Sage Hen listing and potential federal monument designation are of great concern and will end up affecting the county’s operational dollars. Judge Joyce then discussed some county road funding issues, three of them. Lastly, he said the final hearing on banning marijuana dispensaries in the county will be today. The County has had very little opposition to this proposed regulation.

8. Executive Director Report:

Kit started by telling the group our next monthly SREDA board meeting will be at the Internet Truckstop in New Plymouth, ID on September 2, 2015. Kit did say that after the meeting tours of the building could be arranged for anyone interested. Kit then discussed the continued partnership that SREDA is working on with Malheur County economic development director, Greg Smith. Greg has offered Kristen a job working in Malheur County for his company. This is a great opportunity for Kristen and for Malheur County. Kit announced that Jan Rogers, from SIEDO (one of the organizations that SREDA is modeled after), recently took a job with the newly formed Idaho Falls Regional Economic Development organization. Last week, the State Director of Business Oregon had announced that he was stepping down from his position. No word on who the new director will be yet.

a. Project Updates: Kit handed out a written report to the group.

Project Adam and Eve: This was a project that started several years ago with 2 different companies who visited the Washington County area. One of the companies came back to Weiser for a site visit in July. This is a great example of folks in the community that build relationships along the way with potential businesses and when the business is ready to move, they look at those communities.

Project SIR: This is a Biodiesel related project.

Project Rawhide: Integrated poultry complex. This project has huge land and water requirements. Although we worked with landowners and the cities of Ontario and Nyssa pulling together land south of Ontario by the shortline railroad and industrial land north of Nyssa, we did not have enough industrial zoned land. Needs were: Feed mill with rail: 180-250 acres, Hatchery: 20-30 acres, Processing plant and meat recovery facility: 150-250 acres, Spray field: 150-250 acres and 4,000 acres of contracted land with local growers. The OSU Malheur Extension Agents came up with some very creative ideas for uses of the waste for this project including utilizing the high concentrates of Urea for cattle feed and the superior quality of nutrient for organic grown crops.

Project Owyhee: economic analysis of the proposal to designate 2.5 million acres of Malheur County into a national monument or wilderness area by outside interests.

Project Bell: Retail proposal sent out to a national company.

Idaho Power Site Readiness project – 3 sites were submitted from the Oregon side and all 3 were given the opportunity to move onto the next level. 2 sites in Ontario are moving forward and Dan Cummings is orchestrating the data gathering with the utility partners, Greg Smith and our office. Site visit from the consultant will be this fall on the 2 properties.

Project Pumpkin: Waiting on the federal folks in Washington DC to see if we received the grant for getting the pumpkins from the ground into a package. Working with both Idaho and Oregon Departments of Agriculture – tours next week with Idaho and Oregon state representatives.

Other:

Attended the Oregon and Washington Economic Development Associations (**OEDA & WEDA**) joint summer conference. One of the sessions attended was regarding the legalization of Marijuana in Washington and Oregon. Interesting discussions and a panel that was very pro use. Both states are still struggling to get the details worked out.

Met with **US Senator Ron Wyden's** staff last week. They were visiting Malheur County to see how folks felt about having Oregon Natural Desert Association (ONDA) push forward a potential Presidential Monument designation for the county. The staff had been told it would be an economic boom to the area – However we see a very different picture – more minimum tourist type jobs, less hunters and tourist due to the road less designation, no more trips to the special places in the desert with our children and grandparents (no motorized vehicles or even bicycles), no mining, no more #1 in the State of Oregon for the cattle industry, etc. and the list goes on and on. SREDA has been asked to assist in providing economic data and input.

Met with **TEAM OREGON Food Processing** in Portland for planning the team's 2016 year of trade shows, activities and events. SREDA will be co-chairing the team's efforts at the Fancy Food Show in San Francisco in January.

EPA GRANTS - Met with Carrie Rackey from Stantec (an environmental services firm) with the City of Ontario. She is working with cities in Malheur County to do EPA assessment grants on land and buildings. Great opportunity for both the county and the communities! SREDA will be partnering/supporting the city's effort on this activity.

AWARD & PRESENTATION: Received notification from IEDC that SREDA is invited to do an ignite presentation – 20 slides in 5 minutes on our program at the Annual Conference in Anchorage in October. And so far the list of folks attending the award presentation on October 6th (to receive our prestigious award) include: Ontario City Councilwoman Charlotte Fugate, SREDA Chairman Patrick Nauman, and Kit Kamo. If you are interested in attending the award ceremony please let me know as soon as possible.

REGIONAL INFO:

GRANTS FOR BUSINESSES - STEP GRANTS in Oregon and Idaho

Latest word from the Idaho Program:

HURRY! LIMITED STEP FUNDS REMAINING - Not much time left to get your share of this year's award of the State Trade and Export Promotion (STEP) Grant Program! Great response in the last few weeks, but we still have some limited funds remaining; get your share! Assistance available for both New and Previously Awarded Applicants! Maximum award amount increased to \$5,000 per project thanks to surplus funds! 2 week turnaround time from application to award! **APPLY TODAY!** Contact STEP Grant Program Manager, Tina Salisbury at 208-287-3164 or by email: tina.salisbury@commerce.idaho.gov.

Main Street Program in Idaho – The Idaho Department of Commerce is accepting applications for the Idaho Main Street and Idaho Downtown Improvement Network. An application webinar will take place at 10 AM Mountain Daylight Savings Time August 12, 2015. For more information you can contact our office or Jerry Miller 208.334.2470 Commerce. OREGON also has a Main Street Program.

Oregon Trade Solutions – Governor Kate Brown's initiative

With fewer shipping options for exporters and importers, Business Oregon and its partners have launched an initiative to help small businesses get their products to global markets.

Business Oregon and its partners are hosting six workshops as part of a statewide initiative to help small- and medium-sized businesses continue reaching international customers and suppliers.

There will be a workshop in Ontario on August 10, 2015 from 6:30 – 8:00 PM at TVCC, 650 College Blvd, WEESE ROOM 110 - (SREDA will be attending this meeting)

Portland State University – Population Forecast Program Fall 2015 Public Meetings

(SREDA will be attending this meeting)

Burns, Oregon - Sept. 29, 2015 - 8:30 am to 4:30 pm

Harney County Community Center, 484 N Broadway, Burns, OR

10:30 am - 12:00 pm: Malheur Co.

(Adrian, Jordan Valley, Nyssa, Ontario, Vale)

8. Round Table Discussion: John Breidenbach, Ontario Chamber of Commerce Executive Director, informed the group that House Representative Cliff Bentz and Representative Betsy Johnson from Scappoose will be the speakers at the Ontario Chamber next Monday discussing Oregon rural initiatives. Betsy Johnson is a democrat, Cliff a republican, and the two will discuss the challenges of getting rural issues and initiatives through the legislative process as the Democrats are in control and the Republicans are the minority. This should provide for an interesting meeting. Representative Bentz presented an overview of the legislative process to the Ontario Chamber last Monday and did an excellent job of explaining how items (bills) brought up in rural eastern Oregon get carved off as bills move throughout the process.

John stated he has received several economic development calls, some from Boise, who are partnering with businesses already here in the area. The Chamber and TVCC Biz Center are jointly working on potential workshop presentations for the area. More to come later. The last item John discussed was the Ontario Chamber leadership program which will be starting soon. John asked everyone to get individuals signed up as soon as possible.

Ed Susman, Work Source Oregon (Employment Office) reported to the group on the adjusted seasonal unemployment rate of 6.1% which is slightly higher in Malheur County than it is statewide. Ed then discussed a new workforce training board has been established statewide. This is better than the old statewide committee as the new one is only comprised of the eight eastern Oregon counties who will now determine where the future training dollars will go. Locally, our representatives are Riley Hill and Ken Hart.

Dan Joyce informed the group about The Business Xpansion article that was written about SREDA and what a great article it was. SREDA also had an ad in the magazine.

Vale City Manager, Lynn Findley said he received a call from FEMA regarding local natural hazard designations which could extend the flood plain and could be very costly to our cities and counties. This would not be a good thing for any of us. A meeting will be held in Ontario on August 25th and Lynn will let everyone know when he receives confirmation from FEMA.

Councilwomen Charlotte Fugate gave an update on the Ontario pool situation. She said the City Committee has had two local meetings with the YMCA. Right now they are being told the City needs another community survey conducted to prove the community has adequate local support. The committee is investigating a couple of companies who can provide this service. Charlotte said they will do an updated survey to gauge support and move on from there.

Councilman Harry Flock to the group the one mistake he feels Nyssa made in the past was filling in the old swimming pool. Every survey Harry said received comments on this issue from Nyssa citizens.

Patrick Nauman updated the group on the Zion's Bank upcoming small business conference on September 2nd in Boise, ID which starts at 9:00 a.m. Keynote speakers will be Senator Mike Crapo and two others. The conference is free.

Patrick said that Project Neighbor in Weiser is still alive and in the works. He said that Alta Mesa is working with the company to make this happen. This could mean about \$26 million dollars annually for crops that need to be grown to support this company. This would be huge for the local economy.

Patrick then said that the Idaho Transportation Department is meeting with folks to discuss the highway and growth patterns between Payette and Weiser. This has been an issue for some time. Patrick thanked Senator Abby Lee and Representative Ryan Kirby. Various constituents will meet with them.

And lastly, Patrick said Weiser is losing one more existing business, Mountain Gem Credit Union. However, he is currently working with five other businesses which would be new to the city. This is good news.

Fruitland Mayor Ken Bishop notified the group of a meeting Monday evening between the Idaho oil and gas commission and Alta Mesa. Hopefully, several questions will be answered at this meeting.

John Dillon reminded the group of the upcoming annual Kiwanis chicken barbeque on the August 20th.

9. Adjourn: Chairman Nauman adjourned the meeting at 8:03 a.m.

Upcoming Calendar of Events:

August 10, 2015	Governor Brown's Trade Solutions meeting, 6:30 pm – 8 pm TVCC Weese Room 110
August 25, 2015	FEMA meeting in Ontario for all cities (Idaho & Oregon) – time and place to be announced.
September 2, 2015	SREDA Monthly Board Meeting, Internet Truckstop, New Plymouth
September 29, 2015	PSU population forecast for Malheur County, 10:30-12 noon (Pacific time) Harney County Community Center, Burns
October 5-7, 2015	IEDC - Anchorage, AK. - Accept SREDA award/SREDA presentation
October 21, 2015	SREDA Annual Meeting, Hosted by Saint Alphonsus Medical, Ontario
November 4, 2015	SREDA Monthly Board Meeting, Tex Mex, Nyssa, OR



Minutes prepared by Randy Griffin, SREDA Secretary



SNAKE RIVER
Economic Development Alliance

Board of Directors and their terms, as of January 2015

Business – Jim Smith, 3 yr, Sandy Hemenway, 2 yr, Patrick Nauman, 1 yr

Business (4 star) – St. Lukes (Bruce Jensen)

At Large - Jeff Williams, 3 yr, Logan Hamilton, 2 yr, Doug Lamm, 1 yr

Elected – Ken Bishop, 3 yr, Ron Verini, 2 yr, Harry Flock, 1 yr

TVCC – Randy Griffin

County Economic Development – Dan Cummings, Greg Smith, Jeff Hafer, and Kevin Coats

The Board of Representatives, as of 10/27/14 (meets annually or as needed)

Malheur County – Commissioner Don Hodge

Payette County – Commissioner Carol Bruce

Washington County – Commissioner Tom Anderson

Malheur County Economic Development – Greg Smith

Payette County Economic Development – Kevin Coats (volunteer)

Washington County Economic Development – Jeff Hafer (volunteer)

City of Ontario – Councilman Mayor Ronald Verini

City of Nyssa – Council President Harry Flock

City of Vale – Mayor Mike McLaughlin

City of Fruitland – Mayor Ken Bishop

City of Payette – Councilwoman Nancy Dale

City of New Plymouth – Councilwoman Jeannette Mayer (Mayor Joe Cook)

City of Weiser – Councilwoman Layna Hafer (Mayor Diana Thomas)

City of Midvale – Mayor Ed Meyer

City of Cambridge – Mayor Nanette Rhodes

Treasure Valley Community College – Randy Griffin

Body Shop Fitness – Jim & Anita Smith

Logan's Market – Logan Hamilton

Coldwell Banker Classic Property – Jeff Williams

Intermountain Community Bank – Sandy Hemenway

TQ Properties - Bob Quinn

Three Rivers Agency – David Gray

American Staffing – Barry Carlman

Hanigan Motors – Mike Hanigan

Saint Alphonsus – Ken Hart

St. Luke's – Bruce Jensen

Idaho Dept of Labor – Dan Holmes, Manager

Oregon Employment Dept – Ed Susman, Manager

Idaho Dept of Commerce – Randy Shroll

Oregon Business Development Dept – Melisa Drugge

Greater Eastern Oregon Development (GEODC) – open

Idaho Council of Governments – (new organizational name) - open

BUSINESS MEMBERS – Columbia Bank, Zions, St. Lukes, Saint Alphonsus, Farmers Mutual Telephone, Nichols Acctg, Logan's Market, Hanigan Motors, Argus Observer, Idaho Power, DL Evans Bank, Centurylink, Cascade Natural Gas, Intermountain Gas, Red Apple Market Place, Payette Washington Co Board of Realtors, Weiser Memorial Hospital, Malheur Federal Credit Union, Kohn Foods, LLC, Campo & Poole Oil Dist., PC Energy, American Staffing, Teton Machining Solutions, Eckhardt Co., Lone Tree Land, Three Rivers Insurance, Alta Mesa, Internet Truckstop, The Biz Zone, Blackaby's Insurance, Two Rivers Medical Clinic, Weiser Classic Candy, Courtney Thompson, Body Shop Fitness, Nyssa Chamber of Commerce, Ontario Chamber of Commerce, Vale Chamber of Commerce and Weiser Chamber of Commerce.

ONTARIO FIRE & RESCUE



AUGUST 2015 ACTIVITY REPORT

Emergency Medical:

City -149-

Rural -11-

(Types of medical calls responded to: Self-inflicted burn injury, falls with injury, fall lift assists, medical emergencies, medical alarms, assaults to name a few).

Hazmat Team Calls: --

Fire Related Emergency Calls:

Rural -17- RURAL GENERAL ALARMS = -5- MUTUAL AID -2-

- 1 – Electrical short in furnace* *Duty crew handled*
- 8 – Illegal burning during burn ban / burn barrel *Duty crew handled 1 “GENERAL – cancelled”*
- 1 – Mutual Aid to Weiser Rural wildland fire* *General Alarm sounded*
- 1 – Mutual aid to Vale Rural wood storage fire* *General Alarm sounded*
- 1 – Unauthorized open burning during burn ban *Duty Crew handled*
- 1 – Hay stack fire* *General Alarm Sounded*
- 1 – Aircraft hit power line *Duty crew handled*
- 1 – Vehicle crash / victim extrication *General Alarm sounded*
- 1 – Illegal burning during burn ban / burn barrel spread to wood pile*
- 1 – Burning straw pile in field during burn ban *Duty crew handled*

City -25- CITY GENERAL ALARMS = -1-

- 2 – Smoke removal* *(Duty Crew handled)*
- 2 – Alarm system malfunction – canceled upon arrival. *(Duty Crew handled)*
- 1 – Burn ban violation - *(Duty Crew handled)*
- 1 – Citizen complaint – unauthorized burning during burn ban *(Duty Crew handled)*
- 1 – Dispatched to illegal burn / canceled by OPD
- 1 – Alarm activation at Heinz Foods – no fire / canceled *(Duty Crew handled)*
- 2 – Alarm activation – no fire / canceled *(Duty Crew handled)*
- 1 – Dispatched to illegal burn / back yard barbeque found / no fire *(Duty Crew handled)*
- 1 – Brush fire in yard* *(Duty Crew handled)*
- 2 – Brush fire against dwelling* *(Duty Crew handled)*
- 1 – Power line down* *(Duty Crew handled)*
- 1 – Strange odor in commercial building *(Duty Crew handled)*
- 2 – Electrical fire odor / hot breaker in main panel / electric light ballast *(Duty Crew handled)*
- 1 – Alarm activation in ODOT Office Bldg. / no fire *(Duty Crew handled)*
- 1 – Police assist missing child *(Duty Crew handled)*
- 1 – Fire cause investigation *(Duty Crew handled)*
- 2 – Vehicle fire* *(Duty Crew handled)* Follow up investigation with owner
- 1 – Medical lift assistance *(“General Alarm” for man power only)*

***In narrative section**

8/1/2015 “CITY” 769 North Oregon Street Power Line down (Duty Crew handled)

Rescue 1 responded to a reported power line down, on scene Rescue 1 found that the weather head service had pulled away from the residence and fell over, letting the service power line fall to the ground. Rescue 1 blocked off the area and waited for Idaho Power to arrive on scene. Rescue 1 cleared the scene at 2022 hrs.

8/5/2015 “RURAL” 3275 NW 4th Ave. Electrical short in furnace/ac unit

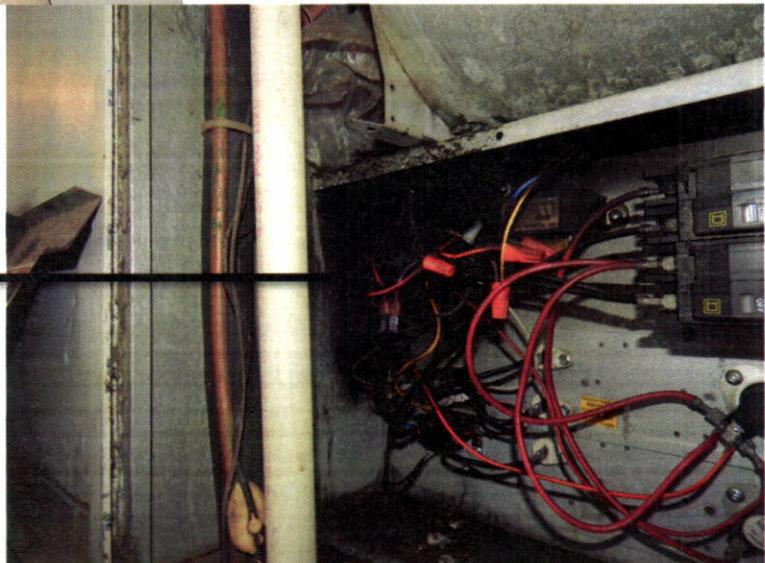
Duty crew handled

QRU responded to 3275 NW 4th Ave for smoke alarms going off with a smoke smell in the house. Upon our arrival the occupants stated that their smoke detectors woke them up and there was smoke in the house but they didn't know where it was coming from. After a short investigation we determined that their AC/heating unit had shorted out and burned some of the wiring and control board. There was no fire and the smoke had pretty much dissipated. We made sure the power was off to the unit and advised the occupants to call a repairman before using the unit.



Photo of furnace lower section after covers had been removed. Considerable moisture was noted on the bottom of the housing and on electrical circuits.

Furnace control (left center of photo – arrow) shorted out most probably from condensation flowing over control circuit board.



8/12/2015 "CITY" 375 S. Oregon Street Odor *Duty crew handled*

Dispatched to 375 S. Oregon St for report a weird odor coming from inside the restaurant, on scene we observed an odor similar to lacquer. The air was monitored throughout the business and all levels were normal. A business two stores to the north was remodeling and cans of lacquer finish were observed through the window. The occupants of Romio's were advised and reassured that the levels were safe. They were going to open for business and would advise patrons of the odor.

8/12/2015 "CITY" 1240 Moore Way Yard brush fire *Duty crew handled*

Dispatched to reported yard bushes on fire threatening a vehicle and a structure; arrived on scene to find an approximate 10'X10' landscape area fully involved with fire. FF Saito made a direct attack with a 1" booster line and knocked the fire down within about 6 minutes. The area consisted of evergreen type bushes and an old light post. 100 arrived on scene to investigate the cause of the fire. FF Benson made contact with the occupants. Occupants stated that they did not know what happened and that they were inside of the house when they noticed smoke coming from the area. Neighbors had not observed anything nor anyone suspicious during the time before the fire. During mop up, no discernible evidence was observed. The fire damaged a 1-1/4" PVC irrigation riser and caused some discoloration of the rear passenger corner of a suburban.



Crew works to suppress the yard landscape fire involving evergreen shrubs with heavy fire damage.



Heavy fire damage to the landscape evergreen plants.



The suburban parked on the street sustained heat damage to the right rear corner (arrow).

8/17/2015 "RURAL" Mutual aid to Weiser Rural / Manns Creek wildland fire

General Alarm Brush 156 responded with crew of 4.

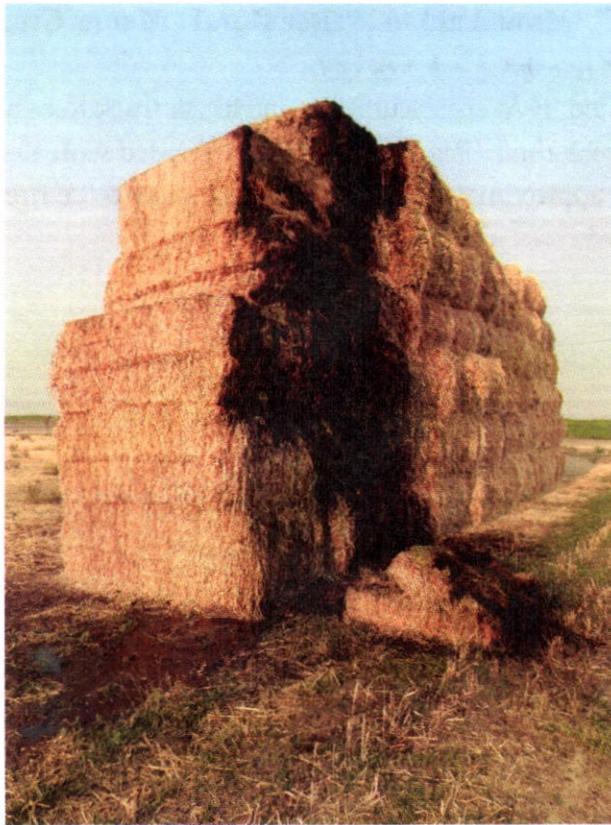
Ontario Rural was requested by Weiser Rural for one brush truck to assist with a large wildland fire burning on Manns Creek road. Rural Brush 156 responded with a crew of four firefighters. Crew was on the fire line approximately 6 hours helping contain the fire within fire lines.



Retardant plane lays down a pattern over the fire line during ground operations.

8/18/2015 "RURAL" 4656 Hyline Road hay stack fire *General Alarm Brush 157, Tender 159, City Brush 102 and Command 100 responded.*

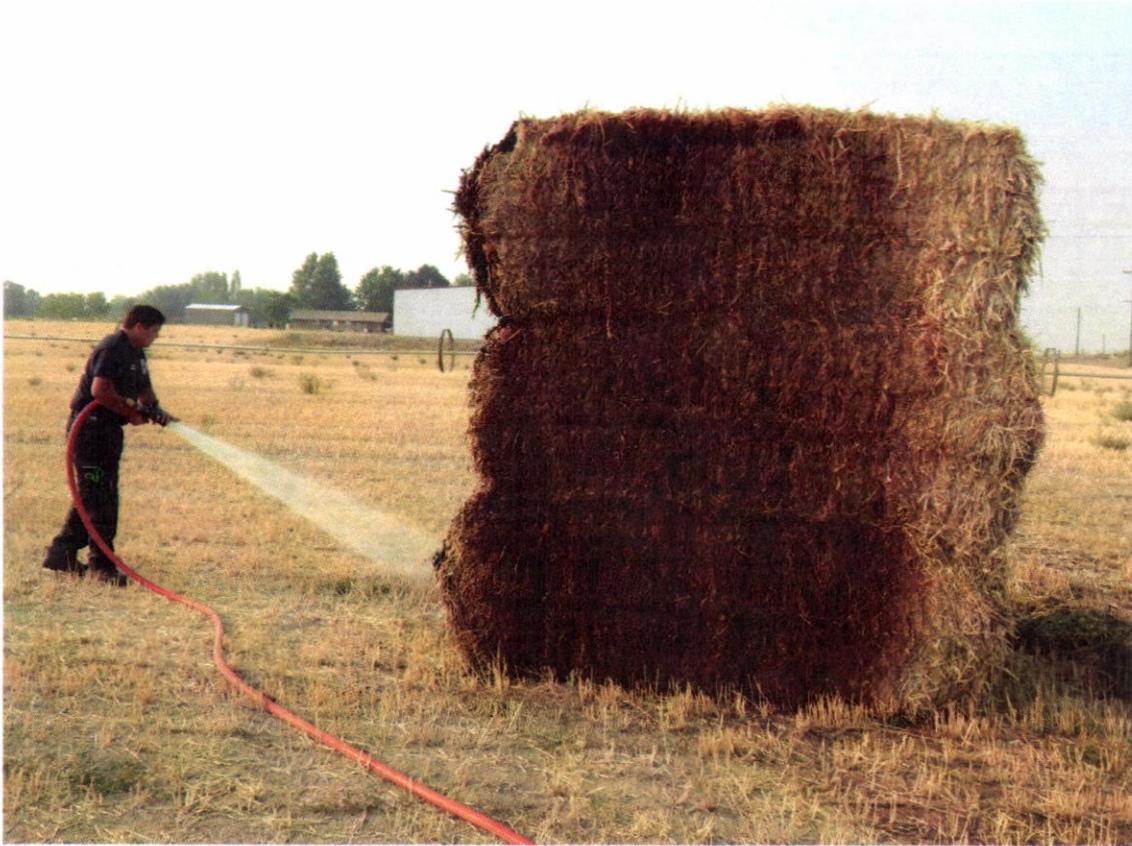
Called to scene of a reported haystack fire, on scene fire was found on one side, burning from bottom to top of a few bales. Fire flame was quickly knocked down. Owner was on scene and a loader was called. The stack was disassembled and we found there were many more hot bales on the interior. The hot bales were broken apart, spread out and wet down. The remainder of the stack was individually placed so they could cool down and be monitored by the owner. Scene turned back to owner.



Stack after initial fire knock down.



Loader started moving bales out of the main stack where additional burning bales were found. Black area was inside the stack.



Mark Saito works to cool hot bales. Brown discoloration is from spontaneous heating.



Ground crew work to extinguish burning hay as loader spreads the bales.



Loader continues to open the main stack to expose hot bales.



Loader moving hot bales (center) to open up stack to aid the cooling process and prevent further ignition from heating.



Loader continues to spread out burning hay bales for suppression crews.

8/19/2015 “RURAL” 1987 NW 11th St. Illegal burn during burn ban *Duty Crew handled with 157*

Dispatched to 1987 NW 11th St for report of an illegal burn at that location. 157 arrived to find a smoldering burn barrel putting out a lot of smoke. 157 used about 15 gallons of water to cool the contents of the burn barrel. The owner was contacted and told they could not burn because of the burn ban. They stated that they did not know who set the trash on fire. They were advised that next time they could be cited. 157 cleared the scene.

8/20/2015 “RURAL” Clark Blvd & Butler Blvd Aircraft Hit Power Line *Duty Crew handled with 157*

Dispatched to possible power lines down, we were advised by dispatch that a spray plane had clipped some power lines, but he was able to land without any injury. Upon our arrival we found the lines that were down. We still had some farm trucks trying to come and go from the field so we got them stopped, but a tractor that was plowing got caught up in the lines down in the field and pulled part of one of the power poles down before we got him stopped. We made contact with the farm workers and advised them to stay clear of the power lines until Idaho Power could deem them safe. We stayed on scene until Idaho Power arrived, we briefed them and cleared the scene. OSP and the MCSO were also on scene.

8/20/2015 “RURAL” 3217 NW 11th Ave Burn barrel spread to wood pile* *Rescue 1 and Tender 159 responded*

R1 paged for a wood stack on fire, on scene R1 found a stack of fire wood and another pile of garbage on fire. R1 crew pulled down the wood stack and put it out, R1 also found three or four old tires on fire under the wood stack, R1 removed the tire and put the rest of the fire out. Upon investigation R1 found this fire had spread from an illegal burn barrel, R1 advised the RP of the current burn ban and cleared the scene at 1518 hrs.

8/20/2015 “CITY” 655 Alameda Dr. Smoke removal from cooking fire *Brush 157 responded with Duty Crew of 2*

157 called for smoke alarm and smoke coming from apartment. Upon arrival 157 crew was met by residents that were evacuating the resident from his apartment. OPD officers had turned off the stove and removed the pan of eggs from the stove. The water had evaporated from the pan and eggs had burned, no damage to the pan. Resident stated he had fallen asleep and didn't smell the eggs burning. He stated the smell did not bother him and he didn't have any medical issues or breathing problems. All of the windows were opened and the fans were turned on to remove the smoke and odor. Resident was able to return to his room and alarm reset. 157 crew was able to clear and return.

8/22/2015 670 12th St North, Vale “MUTUAL AID” *155 responded with a crew of 5*

Responded to Vale Rural Fire with pumper tender 155 and manpower for a woodpile on fire east of sale yard. Upon arrival 155 crew moved into position to supply water to Vale's pumper. After tender was empty, 155 rotated with Vale's tender to supply water to the pumper. After two rotations IC released 155 back to Ontario. 155 cleared went enroute back to Ontario. Crew filled 155 with water, fuel, and were back in service.



Scene of a trash fire, Tender 155 moves into position to supply water to Vale’s pumper.

8/23/2015 "CITY" 257 SW 1st Ave. Brush fire *Duty Crew handled with Rescue 1.*

Rescue 1 responded to a bush on fire next to a home, on scene Rescue 1 found an evergreen bush next to a home and a power pole smoking with no visible flame. Rescue 1 crew wet the bush down and also put water on the smoking power pole. Rescue 1 checked the area around the bush and pole for a possible cause of ignition but could not locate a source. Rescue 1 cleared the scene at 0404 hrs.

8/28/2015 "CITY" 625 E. Idaho Ave. Car Fire *Duty Crew handled with Rescue 1.*

Rescue 1 dispatched to a report of a car on fire at DJ's Restaurant, upon arrival found a fully involved vehicle on fire from the interior. Love's employee stated that he noticed the fire and ran with a fire extinguisher to attempt to extinguish, but was unable to. He stated that it was already fully involved and looked like all windows were closed, until the fire started to break them. Fire fully extinguished with Rescue 1.



Interior of vehicle completely destroyed by the fire.



Photo of interior fire damage to the interior of vehicle

8/30/2015 “CITY” 105 S. Oregon Street Trash Fire *Duty Crew handled with Rescue 1.* Called out to a fire at Moore Park, arrived on scene and found a pile of cardboard boxes and garbage on fire. Extinguished the fire immediately with Rescue one. After investigating the situation noticed no obvious ignition source that would have started the fire, suspicious. Cleared the scene.

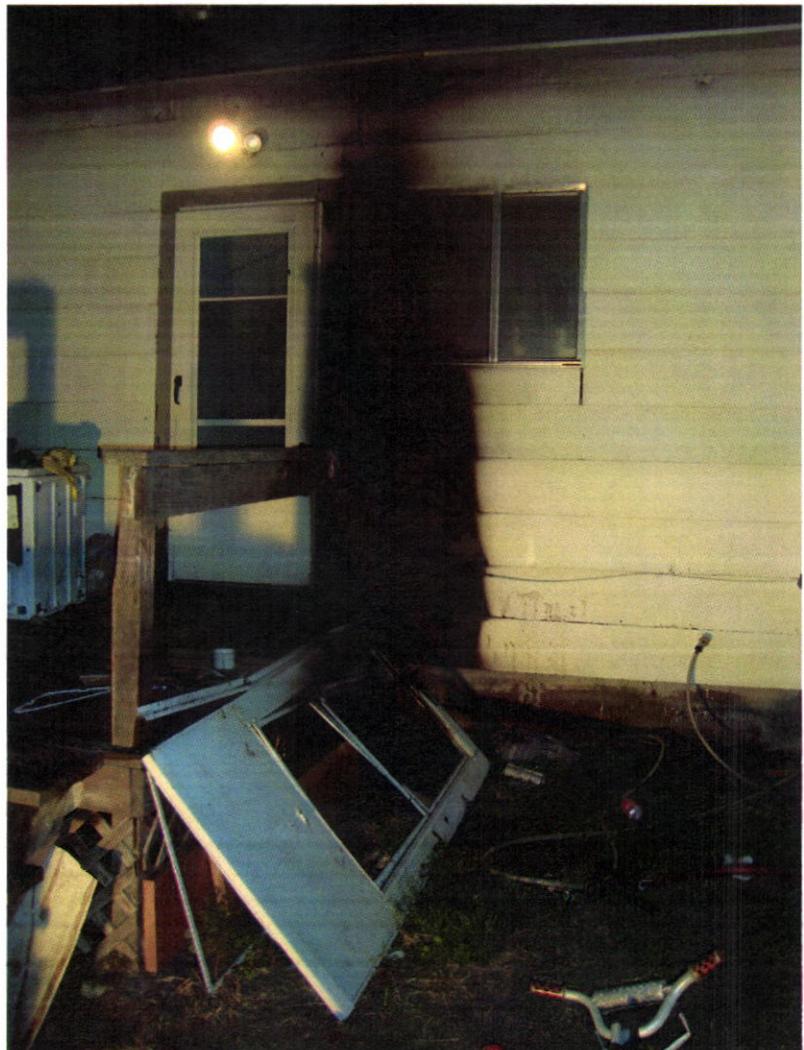
Crew works to extinguish an illegal open burn, cause was not determined but suspicious.



8/30/2015 "CITY" 935 S. Oregon St Deck fire / smoke evacuation Duty Crew handled with Rescue 1.

Called out to a possible house fire and then was advised by dispatch that caller said the house is full of smoke and she is getting everyone out of the house. Crew arrived on scene to single family home with a basement, with no smoke or flames showing. After investigating the incident found an area behind the house that was burned on one side of the deck to the siding. Renters were able to put the fire out with a garden hose prior to our arrival. Had Police Officers on scene investigating the incident with us and found an area on the hand railing of the deck that was not burned, but everything else around it was. After further investigation we could not find the cause of the fire. Talked to the renter stating that the only person that smokes was his son but he stated he only smokes in front of the house. Renter stated that there have been some possible threats made to his son that may have been caused by someone else. Officers were aware and advised of that information; continued adding a little more water with the booster line to the siding and deck. We did discover an extension cord that was exposed on the outside of the house that was burnt but was not plugged in to any power source. Continued venting the home with a positive pressure fan and we cleared the scene.

Photo of the deck area where fire originated. Ignition source is suspicious in nature.



Radio System Upgrade:

8/12/2015 White Cloud Communications installed an 8' tower topper and new antenna at station 2. The older antenna was reinstalled on the side of the tower for the Station 2 base station and can also be used as a backup repeater antenna in case the main system has an issue. The project was put on hold waiting for FAA approval for the height increase and then the FCC for the radio license change; all took approximately 4 months to accomplish. The increased height should give us better coverage in all directions. This is part of the plan to upgrade our communications system. We are working on a receiver sight, located at City Hall, to better cover our east side. There is equipment at City Hall not presently in use that we plan to convert into a repeater system so that we have a backup repeater in the event that station 2 repeater fails for any reason. If we lose station 2 repeater we lose all communication with Malheur Dispatch on our fire frequencies.



White Cloud Communications crew work to install antenna tower topper section to existing radio tower at station 2. Allen Montgomery operates Ontario Fire aerial 109 for install team.



Install complete. White Cloud Communications tech hooking up coax cable to complete the installation and place repeater back on line, completed install put the antenna height up another 10'.

COMMUNITY INVOLVEMENT:

STATION TOURS:

8/4 OCDC – 20 students

8/10 Drop in tour – 3 adults (WITCO)

BURN PERMITS ISSUED: *None due to burn ban*

City Open Burns

City Barrel Permits

Rural Open Burns

Rural Barrel Permits

FIRE PREVENTION / INSPECTIONS: 5

FIREFIGHTER TRAINING:

8/4/2015 Classroom: *Rural port-a-tank operations* – Went over apparatus seat position assignments and what each position was responsible for, i.e., tank setup, pumper operation (engineer), nozzle setup, suction install & tank #2 transfer. Crew discussed ways to make the setup operation faster and speed up tender turnaround times.

8/11/2015 Classroom: *Building Construction and Fire* – Crew discussed the five types of construction and used to identify buildings in town. Firefighters discussed the types of roof construction and the effects to the structural elements when exposed to fire and how long of an exposure time before potential collapse would occur.

CH2M

July 2015

Business Report



Field Services
crew
chipsealing
Maintenance
Area No. 5.

July
2015

Prepared by CH2M for
CITY OF ONTARIO/PUBLIC WORKS DEPARTMENT

Monthly Business Report

PUBLIC WORKS DEPARTMENT

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FIELD SERVICES: STREETS AND COLLECTION/DISTRIBUTION SUMMARY

Collection and Distribution staff is responsible for Sewer Collection and Water Distribution throughout the City. Water Distribution duties include maintenance and repair of approximately 97 miles of water lines and 3,625 services which include service installations, mainline installation, meter reading, maintenance of more than 600 fire hydrants, and valve exercising of more than 1,700 water valves.

Sewer Collection duties include maintenance and repair of approximately 78 miles of sanitary sewer lines within the City. Responsibilities include constructing new pipelines, cleaning all gravity sanitary sewer lines, repairing or replacing sanitary sewer lines as needed, providing line locations for all water and sewer lines, and maintaining eight lift stations plus a barscreen and one lift station from Snake River Correctional Institution. The City has approximately 56 miles of storm drain collection lines and 1,450 catch basins throughout the City limits. Duties include Storm drain maintenance and repair, cleaning of approximately eleven miles of Storm drain lines and cleaning the catch basins.

78 MILES OF SANITARY SEWER LINES

56 MILES OF STORM DRAIN COLLECTION

1,450 CATCH BASINS

The Street Maintenance Division maintains more than 122 lane miles of improved streets and more than 9 miles of alleys. The street department is responsible for resurfacing, repairing and maintaining the streets, installing and maintaining street signs and markings, tree trimming, repairing all established pavement markings. The division also completes excavation and repair of deteriorating streets, gravel road grading, street sweeping, crack sealing, chipsealing, snow removal and sanding during the winter months, and weed control along the alleys. Street Maintenance staff assists the Chamber of Commerce by putting up decorations on street lights during the Christmas season and replacing them with the regular decorations when the season is over.

122 LANE MILES OF IMPROVED STREETS

MORE THAN 9 MILES OF ALLEYS

7 LANE MILES OF ROAD CHIPSEALED EACH YEAR

As part of the Street Division's maintenance program, crews chipseal street surfaces in the summer to protect them from water and weather damage and to keep them in good condition. A chipseal maintains the existing pavement, delaying further aging due to water and sun; and provides a moisture barrier and corrects existing pavement problems by sealing cracks. A chipseal application provides substantial savings to taxpayers and should last a minimum of eight years with minimal maintenance required. The City chipseals approximately 7 miles per year.

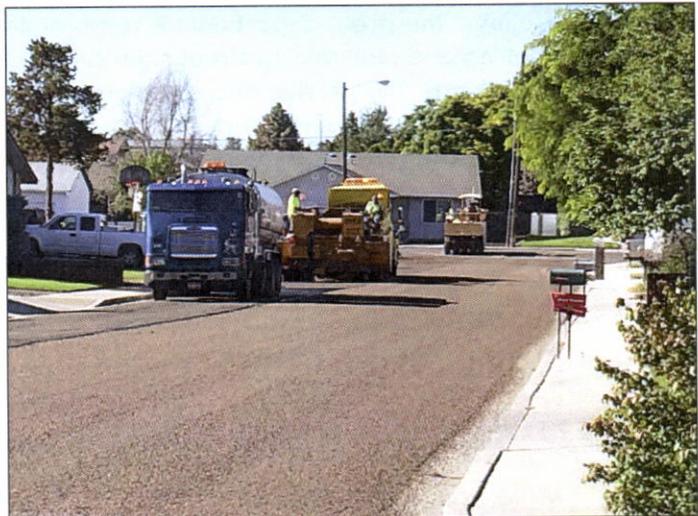
FIELD SERVICES: STREETS AND COLLECTION/DISTRIBUTION CONTINUED

The following is a brief detail of activities for the month of July:

- Completed the curb and gutter repairs in Maintenance Area No. 5.
- Patched back all curb and gutter repairs (53 tons of asphalt).
- Started 1st round of sweeping.
- Trimmed trees in Maintenance Area No. 5.
- Chipseal prep for Maintenance Area No. 5.
- Weekly lift station inspections.
- Cleaned two lift station wet wells due to grease build up.
- On call staff handled multiple power outages at lift stations due to weather.
- 1700 tons of Class 4 chips were delivered on site for the 2015 chip seal project.
- Weed trimmed and sprayed city right of ways.
- Finished the annual valve exercising for the water system.
- Chip sealed area No. 5. All staff worked for 4 days to complete this year's chip seal area.
- Lower lift station failed both pumps due to faulty wiring. Wires were repaired and lift station put back into operation.
- 23 water services were turned on customer request.
- 14 water services were shut off customer request.
- 54 water services were shut off for non-payment.
- 35 water services were turned on for payment received.
- 36 water services were read only on/off customer request.
- Installed 2 new water services.
- 7 water meters were changed out for maintenance.

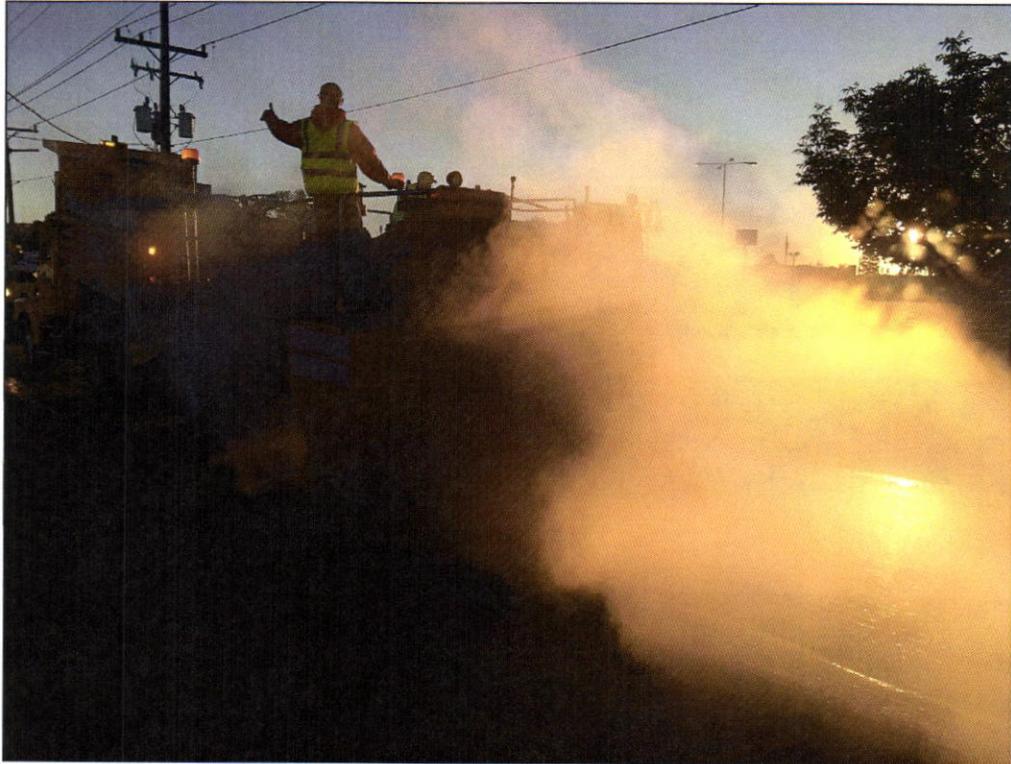


Field Services crew chipsealing Maintenance Area No. 5 in July.



FIELD SERVICES: STREETS AND COLLECTION/DISTRIBUTION CONTINUED

- 18 water services were checked for leaks customer request.
- 23 water services were shut off for leaks customer request.
- 49 line locates were completed.



Field Services crew chipsealing Maintenance Area No. 5 in July. Crew got an early start while the weather was still cool and so as not to impede traffic.

FIELD SERVICES: STREETS AND COLLECTION/DISTRIBUTION CONTINUED



Field services crew Jeremy Delehant and Leo Rojo hot taping crosswalks before school starting in August.



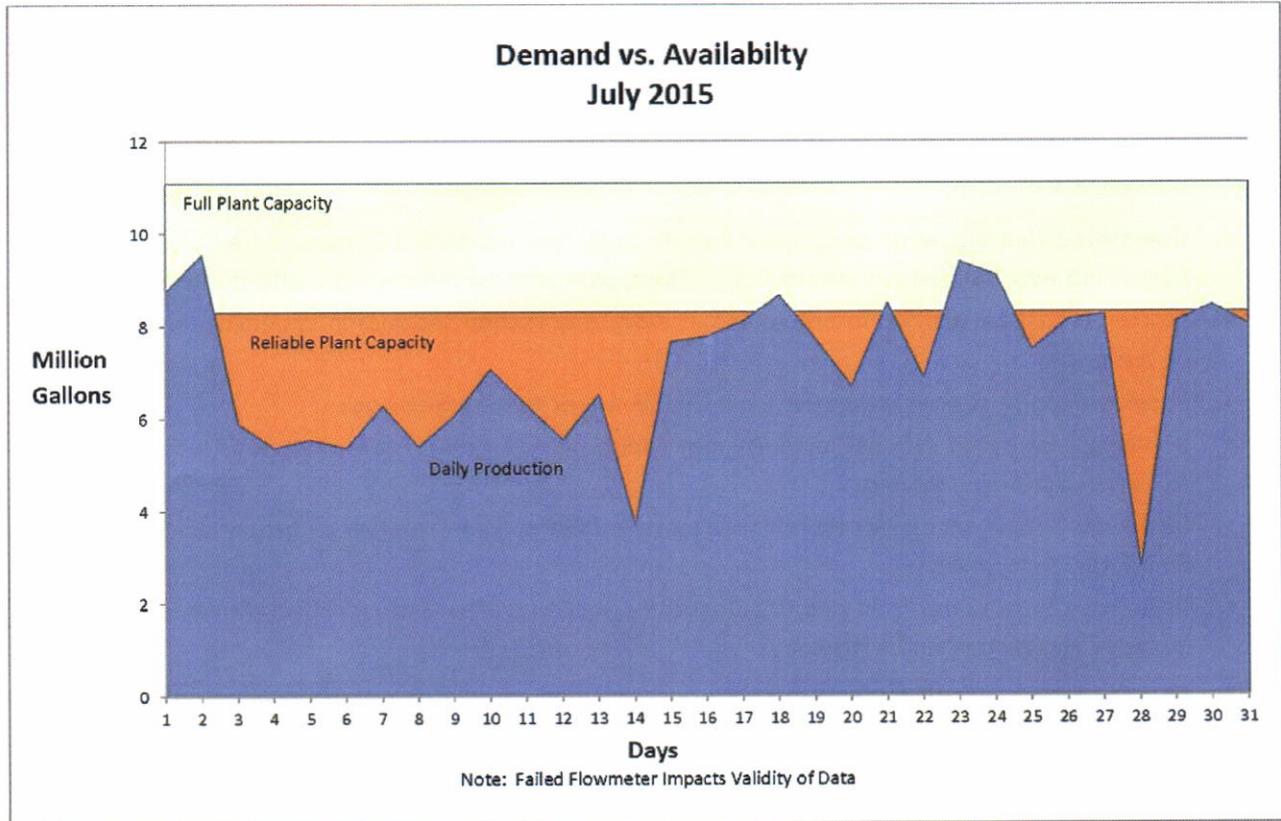
WATER TREATMENT PLANT SUMMARY

Water treatment plant performance parameters are shown in the table below. The delivered water is estimated at 219 million gallons as the primary discharge water meter continues to record errors. A replacement meter has been ordered and will be installed as quickly as feasible when it arrives. Incoming water volume from the river was just about identical to last month's volume. Average filter run times were up slightly, likely reflecting less turbulence in the river. This month we had 12 days where the plant produced in excess of the sustainable production capacity of 8.3 MG and five days where we had to rely heavily on stored water.

The following is a brief detail of activities for the month of July:

- Completed first phase of an Oregon Health Authority mandated Contact Time (CT) study by preparing hydraulic performance calculations, conducting field changes and gathering data.
- Made process corrections to ensure satisfactory disinfection residual in system during early part of the month.
- Received algae prediction model from CH2M water quality manager.
- Replaced combined effluent turbidity monitoring pump at filter plant and modified sample point to assure accurate readings.
- Reviewed Water Treatment Plant Improvements Design memorandum as presented by Murray Smith and Associates.
- Pulled auxiliary pump from river, replaced the suction screen and modified placement to increase production and efficiency.
- Mowed weeds over much of property.
- Repaired chlorine generator control connections to the plant controller.
- Replaced distribution pump No. 1 seal and later removed pump for more extensive repair.
- Added access steps to the WTP standby generator to facilitate a safer access to the equipment.
- Participated in Idaho Power "Flexpeak" program July 21.
- Ordering new meter for Westside effluent meter that has failed and is irreparable.
- Participated in regional process meeting.
- Conducted a corporate review of protocols for Bacteria samples.
- Removed and repaired air release valve assembly that temporarily failed.
- Completed installation of new combined effluent turbidimeter for the WesTech treatment plant.
- Pulled main 10 HP decant pump for service. Operated standby diesel pump for interim operations.
- Reviewed expanded grounding requirements for high HP service pumps with pump specialists and electrician.
- Received a reporting violation from the Oregon Health Authority (OHA) for failing to sample for disinfection by products during July. Contacted OHA to address situation.

WATER TREATMENT PLANT SUMMARY CONTINUED



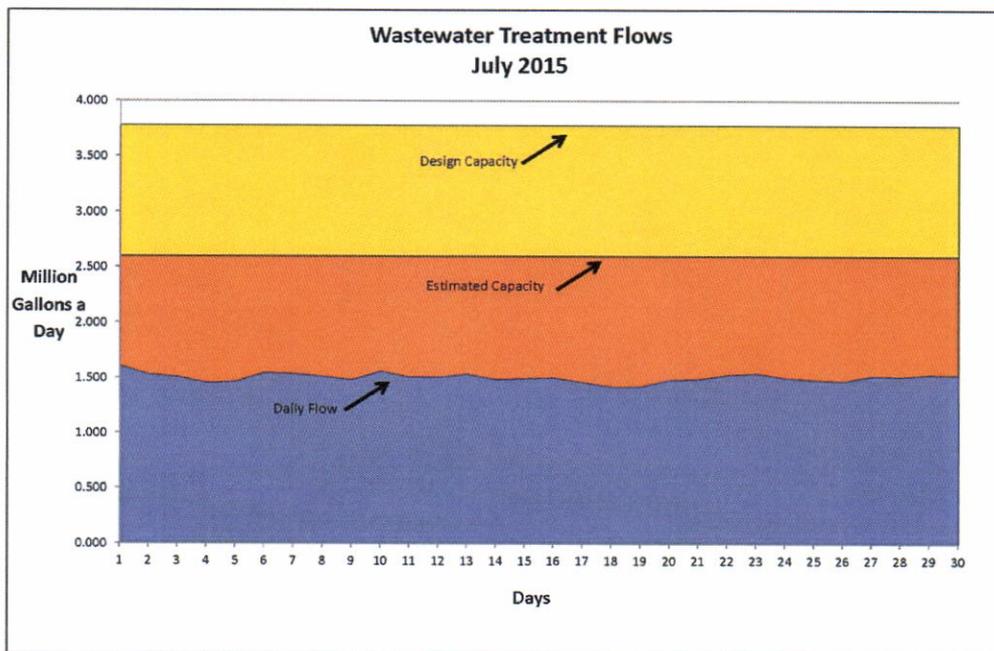
WASTEWATER TREATMENT PLANT SUMMARY

The table below shows an overview of the operational and treatment parameters for the July compared to June. Average flow remains stable and low. For the summer months we are prohibited, by permit, to discharge to the river. Therefore we are not required to monitor for effluent BOD, TSS and E-Coli. During July we pumped a significant volume to Skyline farm to support the farming operations.

BOD and TSS influent concentrations were pretty much typical for Ontario. We had no violations or incidents of significance this month.

The following is a brief detail of activities for the month of July:

- Met with Oregon Fish and Wildlife, Pheasants Forever and Contract farmer to review possibility of using Skyline Farm for public access hunting.
- Coordinated with Oregon Fish and Wildlife on options for public access to Skyline farm.
- Reinstalled Skyline auxiliary upper pivots pump; work continues as packing needs to be adjusted.
- Added seal filter to 250 HP Skyline pump.
- Replaced electrical contacts on various aerators to ensure operation.
- Conducted SCADA troubleshooting to get Skyline pivots fully operational.
- Reviewed Unit Process Control Plan documents for wastewater treatment.
- Participated in Idaho Power "Flexpeak" program.
- Initiated discussion with DEQ on handling of solids.
- Prepared monthly Daily Monitoring Report (DMR).
- Met with third party vendor on possible research project on algae using the lagoons as a source.



FACILITY MAINTENANCE SUMMARY

The following is a brief detail of activities for the month of July:

- CH2M Boise and YMC (Young Mechanical Corporation) continue to assess system performance and control of the HVAC system at City Hall.

PARKS AND CEMETERY SUMMARY

The Ontario park system consists of both active and passive recreational areas. There are four neighborhood parks, one community park, one large urban park and numerous special use sites in the park system. In total, the City owns 13 park and recreational areas representing more than 1,012 acres of land. The City also owns the skateboard park.

The following is a brief detail of activities for the month of July:

- We had 5 burials in Evergreen Cemetery and 1 at Sunset Cemetery.
- We mowed 160 hours in the Cemetery and 125 hours in the park this month.
- We are still watering the pots down town 5 times a week now.
- SRCI work crew have weed trimmed around the Head stones in Evergreen and Sunset Cemetery's
- We put a new fence and cable gate up at the old gulf course.
- Worked on the HVAC system at City Hall
- Mowed the weeds at the Airport and old Golf course.

ENGINEERING DIVISION SUMMARY

The Engineering Division reviews plans for construction of public improvements, maintains the City's mapping system, and manages the engineering projects within both the Capital Improvements and Maintenance Programs. The department provides technical support to residents, developers, builders, other City departments and consulting engineers and surveyors. The staff reviews and approves construction plans for subdivisions, partitions, streets, sanitary sewer, water lines, and storm drainage construction projects. They also design projects, prepare bid documents for public works maintenance projects and provide project management for public improvements.

The Geographic Information System (GIS) database is maintained by Engineering Department staff. The department also maintains and updates the record maps for all City utilities, right-of-way, easements, land division plots and City base maps.

The following is a brief detail of activities for the month of July:

Preliminary Development Meetings:

- Denture office.
- Alternative School.

Inspections:

- 4 sidewalk inspections.

Right of Way Permits:

- CenturyLink working in right of way.
- 2 Cascade Natural Gas permits for installing new gas services.
- Sanitary sewer service repair in the alley for a downtown restaurant.

Water and Sewer Connections:

- Customer request for water service (prepared estimate).
- Customer request for sanitary sewer service (prepared estimate).
- Coordinate with Malheur County Environmental re: connection to public sewer system.

Other Projects:

- Sanitary Sewer Improvements – Responded to questions and conducted Prebid meeting.



ENGINEERING DIVISION SUMMARY CONTINUED

- East Side Tank – Nearing completion of final design. Supporting team’s access development needs and prepping for review meeting.
- Ontario Aquatic Center – Met with Pool Committee several times. Solicited bids from two different survey companies; met with HSA and Pool Committee Chair to discuss options moving forward.
- City Hall HVAC – Continued coordination with Facilities staff, engineering staff, and HVAC contractor to resolve issues with the system.
- WTP Design – Continued coordination with design team on specific aspects of improvements design.
- Well 17 – Continued working with Anderson Perry on the final design for the Well 17 improvements.