

**AGENDA**  
**ONTARIO CITY COUNCIL - CITY OF ONTARIO, OREGON**  
Monday, September 15, 2014, 7:00 p.m., M.T.

**1) Call to order**

Roll Call: Norm Crume \_\_\_\_\_ Jackson Fox \_\_\_\_\_ Charlotte Fugate \_\_\_\_\_ Dan Jones \_\_\_\_\_  
Larry Tuttle \_\_\_\_\_ Ron Verini \_\_\_\_\_ LeRoy Cammack \_\_\_\_\_

**2) Pledge of Allegiance**

This Agenda was posted on Wednesday, September 10, 2014, and a study session was held Thursday, September 11, 2014, at 12:00 p.m. Copies of the Agenda are available at the City Hall Customer Service Counter and on the city's website at [www.ontariooregon.org](http://www.ontariooregon.org).

**3) Motion to adopt the entire agenda**

**4) Consent Agenda:**

- A) Minutes: September 2, 2014 Regular Council Meeting ..... 1-2
- B) Approval of the Bills

**5) Department Head Updates: *Thursday Only***

**6) Public Comments:** Citizens may address the Council on items not on the Agenda. Please limit your comments to three (3) minutes. This time limit will be enforced. Please state your name and city of residence for the record.

**7) New Business:**

- A) Request to Proceed: Utilize Evidence Room Funding ..... 3-4
- B) Real Estate Broker/Agent of Record RFP (Oral Staff Report) ..... 5-21
- C) St. Luke's Proposal for New Business (Hand-Out)

**8) Discussion/Informational/Hand-Out Items (*Thursday*)**

- A) Abatement Issues
- B) North Park Boulevard Update w/PowerPoint
- C) Proposed Resolution 2014-130: Suspending SDCs
- D) Economic Development Update
- E) ICMA Police/Fire Studies Follow-Up
- F) Franchise Fees
- G) Financial Reports for Council
- H) SREDA Minutes:09-03-2014
- I) Malheur County Court Minutes: 08-27-2014

**9) Correspondence, Comments and Ex-Officio Reports**

**10) Adjourn**

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

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

**ONTARIO CITY COUNCIL MEETING MINUTES**

**Tuesday, September 2, 2014**

The regular meeting of the Ontario City Council was called to order by Mayor LeRoy Cammack at 7:00 p.m. on Tuesday, September 2, 2014, in the Council Chambers of City Hall. Council members present were LeRoy Cammack, Norm Crume, Jackson Fox, Charlotte Fugate, Dan Jones, Larry Tuttle, and Ron Verini.

Members of staff present were Tori Barnett, Marcy Siriwardene, Larry Sullivan, Kari Ott, Mark Alexander, Anita Zink, Al Higinbotham, Cliff Leeper, Dan Shepard, Dawn Eden, and Betsy Roberts. The meeting was recorded, and copies are available at City Hall.

Charlotte Fugate led everyone in the Pledge of Allegiance.

**AGENDA**

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

**CONSENT AGENDA**

Ron Verini moved, seconded by Larry Tuttle, to approve Consent Agenda Item A: Minutes of the Council Meeting of August 18, 2014; and Item B: Approval of the Bills, as modified. Roll call vote: Crume-yes; Fox-yes; Fugate-yes; Jones-yes; Tuttle-yes; Verini-yes; Cammack-yes. Motion carried 7/0/0.

**OLD BUSINESS**

**Ordinance #2693-2014: Amend OMC 1-5-3 Whistle Blowers Protection (Final Reading)**

Larry Sullivan, City Attorney, stated there were no changes or additions to the ordinance since First Reading.

Charlotte Fugate moved, seconded by Jackson Fox, that the City Council approve **ORDINANCE #2693-2014, AN ORDINANCE AMENDING CITY CODE SECTION 1-5-3 TO AUTHORIZE EMPLOYEES TO VOLUNTARILY PROVIDE INFORMATION TO CITY COUNCIL MEMBERS IN ACCORDANCE WITH OREGON'S WHISTLEBLOWER LAW**, on Second and Final Reading by Title Only. Roll call vote: Crume-yes; Fox-yes; Fugate-yes; Jones-yes; Tuttle-yes; Verini-yes; Cammack-yes. Motion carried 7/0/0.

**NEW BUSINESS**

**Request for Business Loan Fund Monies: Ernie's Electric (Roy & Marge Scott)**

Councilor Fugate stated the Loan Committee met and reviewed the application submitted by Roy and Marge Scott, and recommended approval.

Councilor Tuttle stated it was a unanimous decision by the Committee to approve the loan request.

Jackson Fox moved, seconded by Charlotte Fugate, that the Council approve the Business Loan Fund request submitted by Roy and Marge Scott, representing 2R's Electric, LLC, (Ernie's Electric) in the amount of \$77,750, at the rate of 6% and a loan fee of 1.5%, subject to the above-referenced collateral being established and subject to the City Attorney's review. Roll call vote: Crume-yes; Fox-yes; Fugate-yes; Jones-yes; Tuttle-yes; Verini-yes; Cammack-yes. Motion carried 7/0/0.

**Resolution #2014-128: Clean Up Economic & Community Enhancement Small Grant Fund**

Larry Sullivan, City Attorney, stated Resolution 2012-115, dated June 19, 2012, made a minor amendment to the eligibility requirements for the City's Economic and Community Enhancement Small Grant program through the Business Loan Fund. Resolution 2012-115 incorrectly referred to several prior resolutions as remaining in full force and effect when they had in fact been repealed by Resolution 2010-102, dated January 19, 2010. As a housekeeping measure, the Council should clarify that Resolution 2012-115 did not reinstate those repealed resolutions.

Councilor Fugate asked how much money would be involved with this action.

Kari Ott, Finance, stated she did not have the information with her but she would get it for the Council.

Jackson Fox moved, seconded by Norm Crume, that the City Council approve **RESOLUTION #2014-128, A HOUSEKEEPING RESOLUTION CONCERNING THE ECONOMIC AND COMMUNITY ENHANCEMENT SMALL GRANT FUND**. Roll call vote: Crume-yes; Fox-yes; Fugate-yes; Jones-yes; Tuttle-yes; Verini-yes; Cammack-yes. Motion carried 7/0/0.

**Resolution #2014-129: IAFF (Firefighter) Contract 2014-2016**

Anita Zink, Human Resources Manager, stated the city's last Collective Bargaining Agreement with the union employees in the fire department expired on June 30, 2014. The City Council designated negotiators to negotiate a new Agreement with the union employees' bargaining unit, Local 3464, of the International Association of Firefighters. The City Council was periodically briefed in executive session on the status of negotiations. The negotiators have agreed on the terms of a new two-year Agreement from July 1, 2014, through June 30, 2016, subject to the approval of the City Council. The terms of the proposed Collective Bargaining Agreement conformed with the terms discussed with the Council in executive session.

Norm Crume moved, seconded by Charlotte Fugate, that the Mayor and City Council adopt **RESOLUTION 2014-129, A RESOLUTION APPROVING A COLLECTIVE BARGAINING AGREEMENT WITH LOCAL 3464, INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, FOR A TERM FROM JULY 1, 2014 THROUGH JUNE 30, 2016**. Roll call vote: Crume-yes; Fox-yes; Fugate-yes; Jones-yes; Tuttle-yes; Verini-yes; Cammack-yes. Motion carried 7/0/0.

**CORRESPONDENCE, COMMENTS, AND EX-OFFICIO REPORTS**

- Dan Jones asked that Alan Daniels keep the Council updated on the Golf Course, and that no actions occurred at the Course unless it went before Council beforehand.
- Ron Verini stated the Oregon Department of Veteran Affairs Director Cameron Smith was in town, and would be holding a meeting with veterans and their families at the Veteran's Hall, beginning at 9:30 a.m. on Wednesday, September 3<sup>rd</sup>.

**ADJOURN**

Jackson Fox moved, seconded by Larry Tuttle, that the meeting be adjourned. Roll call vote: Crume-yes; Fox-yes; Fugate-yes; Jones-yes; Tuttle-yes; Verini-yes; Cammack-yes. Motion carried 7/0/0.

**APPROVED:**

**ATTEST:**

\_\_\_\_\_  
LeRoy Cammack, Mayor

\_\_\_\_\_  
Tori Barnett, MMC, City Recorder

**AGENDA REPORT**  
September 15, 2014

TO: Mayor and City Council

FROM: Mark Alexander, Police Chief

THROUGH: Tori Barnett, Interim City Manager

**SUBJECT: REQUEST TO PROCEED-ADDITIONAL EVIDENCE ROOM FUNDING**

DATE: September 8, 2014

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**SUMMARY:**

The Police Department would like to request additional funding for unanticipated increases in cost for the Police Evidence Room Remodel Project.

**PREVIOUS COUNCIL ACTION:**

FY 2013-14: Council approved Phase I of the Police Evidence Room Remodel Project.  
FY 2014-15: Council approved Phase II of the Police Evidence Room Remodel Project.

**BACKGROUND:**

Historically, the Ontario Police Department stored evidence in up to four separate locations, some being off-site. Items such as guns, drugs, cash and valuables were kept in areas exposed to heat/cold and that were susceptible to theft or tampering. The police department seizes evidence that might go to the crime lab, might be held for trial or might be returned to the owner. Evidence relating to assault or sexual assault cases must be kept for extended periods of time. Evidence relating to death cases is kept forever.

Several years ago, the Police Department obtained an single-unit apartment building behind City Hall to develop a single location for evidence storage and processing. Council recently heard ICMA talk about best practices and needs for the evidence room.

Upon original acquisition, very crude measures were taken to remove walls in the building in order to make the space effective for storage. This has worked for the department, but with the knowledge there are safety measures lacking.

There is exposed /substandard flooring, areas of exposed electrical wiring and a lack of ventilation. The storage of drugs and clothing/materials with blood produce harmful airborne spores for those working in the facility. Through the years, our storage needs have increased as well.

The Police Department was approved and started a project in FY 2013/14 to remodel an additional adjacent apartment building with the intent of completing a second phase in FY 2014/15. The second phase would consist of work on the original facility, mostly addresses safety issues.

The Police Department has identified additional costs to the second phase since the adoption of the FY 2014/15 budget. Three of the four air conditioning units have failed over the summer and asbestos abatement costs increased since the original estimate in 2013. The ICMA study has identified other issues such as additional firearm storage, eyewash station, door security and video surveillance. The estimated need for the additions is \$7000.

Three options have been identified for the funding; General Fund Contingency, Public Safety Fund or use abandoned and forfeited funds that have been identified by the Evidence Technician. There is approximately \$7300 in abandoned and forfeited funds from the past several years that could be available for this project.

**ALTERNATIVE:**

The Council could approve funding the additional needs through General Fund Contingency.

The Council could approve funding through the Public Safety Fund.

The Council could approve funding through use of forfeited and abandoned funds.

The Council could deny the request to make the changes.

**FINANCIAL IMPLICATIONS:**

\$7000 would be added to the Police Department Capital Building Improvement fund.

**RECOMMENDATION:**

Staff recommends that the Council authorize using the \$7300 for the Police Evidence Room Remodel Project.

**PROPOSED MOTION:**

I move that the City Council authorize the Police Department to utilize the available \$7300 in forfeited and abandoned funds to be put toward the Police Evidence Room Remodel Project.

**REQUEST FOR PROPOSAL  
REAL ESTATE BROKER/AGENT OF RECORD**

**September 2014**

**CITY OF ONTARIO, OREGON  
444 SW 4<sup>th</sup> AVENUE  
ONTARIO, OREGON 97914**

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## GENERAL INSTRUCTIONS TO PROPOSERS

The City of Ontario invites you to submit a typed and signed proposal for Real Estate Broker/Agent of Record for a three year period beginning November 2014 or sooner depending upon Council award. Proposals must address all items in this request for proposal.

### SUBMISSION REQUIREMENTS

- A. Three copies of sealed proposals are required. Submissions shall become property of the City of Ontario without obligation. The city will not pay for any costs incurred by proposers in the preparation, submission, and presentation of their proposals.
- B. Sealed proposals must be received by October \_\_\_\_\_, 2014 at 4:00 p.m. Proposals must be submitted in an envelope containing the name and address of the proposer and clearly marked "Real Estate Broker/Agent of Record Proposal" to:  
  
Mary Dombay, Finance Department Manager  
City of Ontario  
444 SW 4<sup>th</sup> Avenue  
Ontario, OR 97914
- C. Delivery is the sole responsibility of the proposers. Proposals received after the date and time indicated above will be returned unopened. In order to be considered for award, the proposer must complete all forms.
- D. Any questions regarding the RFP must be submitted in writing to the attention of the Mary Dombay, Finance Department Manager at [mary.dombay@ontariooregon.org](mailto:mary.dombay@ontariooregon.org). Written responses will be available to all interested parties. Oral interpretations or statements cannot modify the provisions of the RFP. If inquiries or comments by proposers raise issues that require clarification by the City, or the City decides to revise any part of the RFP, addenda will be provided to all persons who requested the RFP. Receipt of an addendum must be acknowledged by signing and returning it with the proposal.
- E. It is herein understood that the Brokerage will be employed by the City of Ontario for the services of a particular agent to provide the specific services addressed in this RFP. The term "Broker/Agent" will be used to identify this arrangement.
- F. The City of Ontario may reject any proposal not in compliance with all prescribed procedures and requirements, and may reject for good cause any or all proposals upon a finding of City of Ontario that it is in the public's interest to do so. Minor irregularities may be waived by the City of Ontario.

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## REQUEST FOR PROPOSAL

### 1.0 GENERAL INFORMATION

City of Ontario, Oregon is seeking the services of a Broker/Agent to assist in the City's sale of real property.

### 2.0 PROPERTY

Properties are currently located in Ontario, Oregon.

### 3.0 AGENCY

The Broker/Agent shall address compliance with ORS 696.800–696.995. To conform to State Broker/Agent policies, the Broker/Agent shall disclose the types of agency relationships recognized by their brokerage policy and how the City can expect implementation.

### 4.0 SCOPE OF PROPOSAL

The selected Broker/Agent will provide support to the City in the areas of real estate.

- 4.1 Supervision. The Broker/Agent shall work under the supervision of the City, the City being land owner and client, and shall work closely with the City Manager's Office, Finance Department, Planning Department, Public Works Department, and the City's legal counsel. The Broker/Agent is an independent contractor and shall be responsible for providing support to the City in all areas of real estate transactions.
- 4.2 Authority Exercised. The Broker/Agent shall communicate and negotiate with purchasers, potential purchasers and their agents in designated real estate transactions on behalf of the City, including providing City information pertinent to property held by the City.
- 4.3 Typical Duties. The Broker/Agent will be required to solicit and assist with the sales of real property:
  - A. Provide the City with an analysis and recommendation as to marketability and pricing on the properties.
  - B. Analyze and evaluate all offers for sale and prepare recommendations to the City.
  - C. Present all offers, counter offers, and addenda along with analysis and recommendations in a timely manner.
  - D. Complete the Earnest Money Offer by securing all appropriate signatures and approvals.

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REAL ESTATE BROKER / AGENT OF RECORD  
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- E. Obtain City Attorney review and approval of all counter-offers, addenda, Earnest Money agreements and other transaction documents required to be signed by the City or by which the City may be bound.
- F. Maintain escrow files on all transactions.
- G. Provide follow-up on each file and monthly reports to the City staff.
- H. Consult for any land divisions, surveys, inspections, cleanup, etc., as may be necessary in connection with specific transactions.
- I. Provide information and documents necessary for Escrow, in conjunction with legal counsel, in preparations for closing.
- J. Provide the communications link between the City and Purchaser / Purchaser's agent or property owner.
- K. Make timely confirmation of all real estate transactions.

5.0 Provide another Broker/Agent or staff person who is continually updated on the status of the City's real estate transactions.

6.0 TERM OF AGREEMENT

- 6.1 The contract will be for a three-year period with a possible two-year extension. The contract will be effective upon signing by Broker/Agent and City.
- 6.2 The contract may be terminated by City or Broker/Agent upon sixty (60) days written notice to the other party or upon failure of either party to perform services or the duties specified herein. Upon early termination, City may be required to compensate Broker/Agent for any transactions in negotiation or in contract for an exclusionary period of one hundred twenty (120) days.

7.0 MINIMUM REQUIREMENTS

Proposers must meet the following minimum requirements to be considered as a qualified proposer:

- A. Be licensed in Oregon as a real estate agent and broker.
- B. Have a minimum experience of at least five (5) years in commercial and/or industrial real estate transactions.
- C. Have experience with private and public sector real estate transactions.

Additionally, it is preferred, but not required, that the Broker/Agent has an office within or near the City of Ontario.

## 8.0 FEES

Broker/Agent will present a proposal of compensation to the City which addresses:

- A. An hourly rate (if applicable).
- B. Separate commission schedule for property transactions that include the City as the seller in a single transaction.
- C. Commission schedule / fee proposal.

## 9.0 PROPOSAL DEADLINES

- 9.1 Sealed proposals will be accepted until October \_\_\_\_\_, 2014 at 4:00 p.m. at Ontario City Hall, Finance Office, 444 SW 4<sup>th</sup> Avenue, Ontario, Oregon, 97914.
- 9.2 All proposals are to be clearly labeled on the outside of the envelope "Real Estate Broker/Agent of Record Proposal."
- 9.3 Three copies of each proposal are required.
- 9.4 Delivery is the sole responsibility of the proposers. Proposals received after the date and time will not be eligible for consideration.
- 9.5 Whether your proposal is mailed, or hand delivered, it must be addressed to:

Mary Domy, Finance Department Manager  
City of Ontario  
444 SW 4<sup>th</sup> Avenue  
Ontario, OR 97914

## 10.0 PROPOSAL REQUIREMENTS

Please include the following in your proposal:

- A. Name, address, phone number, and email address of your firm and Broker/Agent.
- B. A statement of your understanding of the work required and the manner in which you plan to approach it. Completion of Attachment A.
- C. Completion of Authorized Signatures and Attestation form attached hereto as Attachment B.
- D. Certificate of Insurance as required on the Personal Services Contract attached hereto as Attachment C.
- E. Full disclosure of commissions (See Section 8.0 FEES) is required on all transactions and the

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commissions will be the fee paid under this agreement.

- F. Photocopy of Oregon Real Estate Agent/Brokers License.
- G. Résumés setting forth qualifications and personal history of the individual Agent or Brokerage.
- H. References.

#### 11.0 EVALUATION AND SELECTION PROCESS

- 11.1 **Final Selection:** Following the review of the proposals, the City may invite a firm(s) to formally meet with the City project team prior to making a final determination to address additional inquiries by the City and to discuss and/or negotiate terms and conditions for a final contract.
- 11.2 **Compliance with Rules:** Proposers responding to this RFP must follow procedures and requirements. Except as otherwise provided in the RFP, applicable provisions of Oregon Administrative Rules Chapter 137, Division 47 shall apply to all personal service contracts of the City. Failure to comply with or complete any part of this RFP may result in rejection of your proposal. All bids are subject to the provisions and requirements of the City of Ontario Rules of Local Contract Review and the Oregon Revised Statutes, the Attorney General's Model Public Contract Rules.
- 11.3 If requested by the City, two or more individuals may be selected for oral interviews.
- 11.4 Broker/Agent may be asked to demonstrate their knowledge of the City of Ontario's Comprehensive Plan and Zoning Ordinance.
- 11.5 A single Broker/Agent will be identified and a recommendation will be presented to the City Council. After the Council's action, the Broker/Agent and the City will enter into a Personal Services Contract substantially in the form of the one attached to this Request for Proposal and labeled Attachment C.

CITY OF ONTARIO, OREGON  
QUESTIONNAIRE  
ATTACHMENT A

1. How many years has your firm been in business?
2. How many years has your brokerage been licensed to sell real estate in the State of Oregon? Types of licenses? Restrictions?
3. What was your brokerage's approximate annual volume?
4. From what location would the City of Ontario's account be serviced? Will service be split between one or more locations?
5. How often will the Broker/Agent call on the City of Ontario to update the City on activity on various properties and review strategy?
6. What experience does your brokerage have with governmental real estate transactions?

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AUTHORIZED SIGNATURES AND ATTESTATION  
ATTACHMENT B

I, the undersigned, and authorized representative of:

\_\_\_\_\_

whose address is:

\_\_\_\_\_

have read and thoroughly understand the specifications, instructions, and all other conditions of the Request for Proposal issued by the City of Ontario for Real Estate Broker/Agent of Record Services for November, 2014 through October, 2016. Acting on the behalf of my Real Estate firm, which is listed above, I do attest that the services offered by us meet the City of Ontario's specifications in every respect, (check one) \_\_\_\_ without exceptions \_\_\_\_ with exceptions.

We, therefore, offer and make this bid to furnish the City of Ontario Real Estate Broker/Agent of Record Services detailed in our proposal at the price indicated.

Firm Name: \_\_\_\_\_

Firm Address: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

**CITY OF ONTARIO  
PERSONAL SERVICES CONTRACT  
REAL ESTATE BROKER / AGENT OF RECORD**

**IN CONSIDERATION** of the mutual promises and covenants hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

**ARTICLE 1 – THE PRIME PROFESSIONAL**

**1.1** -- Consultant is the Prime Professional with respect to services to be performed under this Agreement and is responsible for coordinating services with the services of others involved in the real estate services hereafter referred to as "Project". The Consultant is the Owner's independent consultant for the Project and is solely responsible for methods and means used in performing Consultant's services under this Agreement, and is not an employee, agent, partner, or joint venture of the Owner.

**ARTICLE 2 – BASIC SERVICES AGREEMENT OF CONSULTANT SERVICES**

**2.1** -- The Base Services to be provided by the Consultant to the Owner under this Agreement are described in the **Basic Services Agreement** (Exhibit "A").

**2.2** -- Consultant shall provide the Owner with the Services more specifically described in **Basic Services Agreement** (Exhibit "A") to include the Original Request for Qualification/Proposal (RFP/Q) with addendums (if applicable), Consultants Response to RFP/Q, Scope of Services, Project Schedule, Deliverables, List of Sub consultants, Project Fees and Certificates of Insurance. Consultant will be paid by Owner for the services rendered under this Agreement as indicated in Article 8 hereof. Consultant shall, at its own expense, obtain all data and information (other than that referred to in Article 4 hereof) necessary for the performance of its services.

**2.3** -- Consultant shall provide a list of all sub consultants proposed to be used on this project. The owner reserves the right to approve the use of all sub consultants to work on this project. A list of approved sub consultants shall be included as a part of this Agreement.

**2.4** -- Consultants list of approved sub consultants shall not be modified without the prior notice and agreement of the owner.

**ARTICLE 4 – OWNER'S RESPONSIBILITIES**

**4.1** -- Owner shall, with reasonable promptness, provide to Consultant available information regarding the requirements for the services.

**4.2** -- Owner shall give prompt written notice to Consultant whenever the Owner observes or otherwise becomes aware of any development that affects the scope or timing of the Consultant's Services.

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**ARTICLE 5 -- PERIOD OF SERVICE**

5.1 -- The services called for hereunder shall be completed no later than as indicated in the Basic Services Agreement, Project Schedule, and any Amendment(s) to Original Agreement, Project Schedule Revisions.

5.2 -- This Agreement shall remain in effect until for a period of three years, unless terminated sooner as provided herein or extended by mutual agreement in writing.

5.3 -- Consultant shall give prompt written notice to Owner whenever Consultant observes or otherwise becomes aware of any development that will likely affect the scope or timing of Consultant's Services.

**ARTICLE 6 -- COMPLIANCE WITH APPLICABLE LAW**

6.1 -- Consultant certifies that it will comply with all federal, state and local laws, ordinances and regulations applicable to this Agreement, including, but not limited to all applicable requirements of federal and state civil rights and rehabilitation statues, rules and regulations, as well as all local ordinances and regulations pertaining to public contacting. Without in any manner limiting the foregoing, Consultant agrees that the provisions of ORS 279B.220, 279B.225, 279B.230, 279B.235 and 279B.270, ORS 279C.505, 279C.515, 279C.520 and 279C.530, shall apply to this Agreement, to the extent that such statutes are not inconsistent with local ordinances and regulations pertaining to public contracting. Further, that ORS Chapter 656, ORS 979.350 and/or USC Section § 276A, apply to Consultant's performance under this Agreement.

6.2 -- By signature on this Contract, Consultant hereby certifies that he is not in violation of any Oregon tax laws. For the purpose of this certification, "Oregon tax laws" includes, but may not be limited to, ORS Chapter 118, 119, 314, 316, 317, 318, 320, 321, and 323 and Sections 10 to 20, Chapter 533, Oregon Laws 1981, as amended by Chapter 16, Oregon Laws 1982 (first special session); the Homeowner's and Renters Property Tax Relief Program under ORS 310.630 to 310.690; and any local tax laws administered by the Oregon Owner of Revenue under ORS 305.620.

**ARTICLE 7 -- REIMBURSABLE EXPENSES DEFINED**

7.1 -- Reimbursable Expenses are included in the Fee as stated in the original Request for Proposal.

**ARTICLE 8 -- PAYMENTS TO CONSULTANT**

8.1 -- Owner reasonably believes at the time of entering into this Agreement that sufficient funds are available and authorized for expenditure to finance the costs of this Agreement.

8.2 -- Owner shall pay Consultant for Basic Services, Amendment(s) to Original Agreement and Reimbursable Expenses on the basis set forth in this Agreement.

8.3 -- Consultant shall submit monthly invoices to Owner for services rendered and reimbursable expenses incurred. If Owner fails to make any payment due the Consultant within sixty days after receipt

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of the invoices therefore, the amounts due will be increased at the rate of 1% per month on the unpaid monthly balance, from and after the sixtieth day after receipt. In addition, the Consultant may, after giving seven days' written notice to Owner, suspend services under this Contract until the Consultant has been paid in full all amounts due for services, expenses and charges.

**ARTICLE 9 -- AUTHORIZED REPRESENTATIVE**

**9.1** -- Owner's Authorized Representative for this Project is designated in this Agreement. All matters and correspondence pertaining to the Project, including submittal of monthly invoices, will be through Owner's Authorized Representative. Owner's Authorized Representative shall render decisions in a timely manner pertaining to documents submitted by Consultant in order to avoid unreasonable delay in the orderly and sequential progress of Consultant's Services.

**9.2** -- Upon execution of this Agreement, Consultant will designate Consultant's Authorized Representative for the Project and convey the name of Consultant's Authorized Representative to Owner in writing. Consultant's Authorized Representative shall act on behalf of Consultant on all matters pertaining to this Project. All matters and correspondence to Consultant pertaining to the Project will be addressed through Consultant's Authorized Representative.

**9.3** -- Consultant's Authorized Representative shall not be changed without the prior written notice to an agreement of Owner.

**ARTICLE 10 -- PROJECT SCHEDULE**

The consultant is required to submit a marketing plan showing work tasks. The Owner, who may request changes, will review the project schedule. With both Parties concurrence, the Project Schedule will become a part of this Agreement.

**ARTICLE 11 -- TERMINATION**

**11.1** -- This Agreement may be terminated by either party by giving written notice as stated in the original RFP.

**ARTICLE 12 -- CONSULTANT'S RECORDS**

**12.1** -- For not less than three (3) years after the contract expiration date, the Owner, the State of Oregon, and their duly authorized representatives shall have access to the books, documents, papers, and records of the Consultant which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcripts. If for any reason, any part of this Agreement, or any resulting construction contract(s) is involved in litigation, Consultant shall retain all pertinent records for three years or until all litigation is resolved, whichever is longer. Full access will be provided to the Owner in preparation for and during litigation. Consultant will provide the Owner original documents as required and copies as requested for the Owner's records.

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**ARTICLE 13 – USE OF DOCUMENTS AND ELECTRONIC DELIVERABLES.**

**13.1 –** All Documents are instruments of Service in respect to this Project, and the Owner shall retain an ownership and property interest therein (including the right of reuse at the discretion of the Owner) whether or not the Project is completed.

**13.2 –** Copies of Consultant-furnished data that may be relied upon by Owner are limited to the printed copies (also known as hard copies) that are delivered to the Owner. Files in electronic media format of text, data, graphics, or of other types that are furnished by Consultant (“Electronic Deliverables”) to Owner are only for convenience of Owner.

**13.3 –** Electronic files of text, data, graphics, or other types (“Electronic Deliverables”) that are furnished by Owner to Consultant are furnished for the convenience of Consultant. The Electronic Deliverables are subject to error and can be modified or corrupted without the knowledge or authorization of Owner. Therefore, in the event of any discrepancy between the Electronic Deliverables and the printed copies (the “hard copies”) of the documents furnished to Consultant, the hard copies shall govern and Consultant’s use of the Electronic Deliverables is at Consultant’s own risk.

**13.4 –** When transferring Electronic Deliverables, Owner makes no representations as to long-term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by Owner at the beginning of this Project.

**13.5 –** Consultant acknowledges and agrees that all work and services performed under this Agreement shall be a "work made for hire" as that term is defined by the copyright laws of the United States. The Consultant hereby assigns all rights, title, and interest therein to the Owner. Except as otherwise provided herein, no rights, express or implied, are granted to the Consultant. Consultant may make and retain copies of Electronic Deliverables for information and reference in connection with use on the Project by Consultant. Such Electronic Deliverables are not intended or represented to be suitable for reuse by Consultant or others on extensions of the Project or on any other project. Owner retains ownership of all Documents and Electronic Deliverables and is providing such Documents and Electronic Deliverables for Consultant’s use only for this Project. Consultant is not authorized to use, reuse, or modify the Documents or Electronic Deliverables for any other use or purpose. Any such reuse or modification without written verification or adaptation by Owner, as appropriate for the specific purpose intended, will be at Consultant’s sole risk and without liability or legal exposure to Owner. Consultant shall indemnify and hold harmless the Owner from and against any and all claims, liabilities, losses, damages, or costs, including but not limited to reasonable attorney’s fees, arising out of or in any way connected with the conversion, modification, misinterpretation, misuse or reuse, by Consultant or others, of Electronic Deliverables furnished by Owner hereunder.

**13.6 –** Submission or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of Owner's or Consultant's rights.

13.7 – Consultant shall submit the Electronic Deliverables and related materials, if any, to the Owner as set forth in the Scope of Services.

13.8 – Consultant agrees that it shall not publish, copyright or patent any of the data furnished in compliance with this Agreement, it being understood that such data or information is the property of Owner.

#### ARTICLE 14 – INDEMNIFICATION

14.1 – Consultant shall defend, indemnify, and hold the Owner, and its respective, officers, agents, and employees harmless from all suits, actions, claims, demands, judgments, and liabilities (including property damage and bodily injury or death) to the extent resulting from any negligent acts, errors or omissions of Consultant, its agents or employees, arising from or relating to this Agreement, including costs of litigation or arbitration and attorney's fees before trial, at trial, or on appeal.

14.2 – Consultant shall defend, save, and hold harmless the Owner, its officers, agents, and employees, from all claims, suits, or actions of whatsoever nature, arising out of professional negligent acts, errors or omissions of Consultant or its employees, subcontractors, or agents in performance of professional services under this contract.

#### ARTICLE 15 – INSURANCE

Any company or individual performing work for the City of Ontario (hereinafter “the City”) or hosting a special event on City property shall be required to provide proof of insurance to the City per applicable insurance level.

1. General Liability shall be a per occurrence form and must cover the time for which the work/event/contract is being performed/held.
2. Proof of insurance of not less than the amount required is to be provided. Limits shown in the requirements are a minimum per occurrence limit.
3. If the City is required to use Federal or State insurance policy limits, or is subject to the Federal or State tort claim limits, the limits required through this statement shall be superseded by such limits.
4. If a claim occurs where the amount of the claim exceeds the insurance policy limits required by this directive, the company or individual performing work/hosting event assumes full responsibility for the payment of such claim.
5. Waivers of the policy limits or provisions in this policy must be approved by the City Manager, City Attorney and the City Risk Manger of Record. Insurance policy limits may also be required to be higher based upon the City's review of the specific application for which insurance is required.
6. “Tail Coverage”: If any of the required liability insurance is on a “claims made” basis, recipient shall maintain either “tail” coverage or continuous “claims made” liability coverage, provided the effective date of the continuous “claims made” coverage is on or before the effective date of the Contract/Agreement, for a minimum of 24 months following the later of:

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(1) Recipient's completion of all services and the City's acceptance of all services required under the Contract/Agreement, or

(2) The expiration of all warranty periods provided under the Contract/Agreement. Notwithstanding the foregoing 24-month requirement, if recipient elects to maintain "tail" coverage and the maximum time period "tail" coverage is reasonably available in the marketplace is less than the 24-month period described above, recipient shall maintain "tail" coverage for the maximum time period "tail" coverage is reasonably available in the marketplace for the coverage required.

7. Definitions:

**Commercial General Liability:** To cover bodily injury, death, and property damage. This insurance shall include contractual liability coverage for the indemnity provided under those listed in the Agreement/Contract, personal and advertising injury liability, products liability and completed operations liability. Coverage may be written in combination with Automobile Liability Insurance (with separate limits).

**Professional Liability:** To cover error, omission or negligent acts related to the professional services to be provided under the Agreement/Contract.

**Automobile Liability:** To cover each accident for bodily injury and property damage, including coverage for owned, hired, non-owned, leased, or rented vehicles as applicable. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits).

**Builders Risk:** To cover structures being built, temporary structures at the building site, and building materials not yet having become part of the building. The building materials are covered while on the insured location, in transit, or in storage at another location.

**Installation Floater:** To cover materials, equipment, and personal property while in transit, installation, and until coverage terminates according to the terms of the floater. This coverage can cover the property of others in the contractor's care, custody or control that is often excluded under the contractor's general liability coverage.

**Umbrella Liability:** To cover excess liability over several of the insured's primary liability policies. An excess liability policy may be what is called a following form policy, which means it is subject to the same terms as the underlying policies; it may be a self-contained policy, which means it is subject to its own terms only; or it may be a combination of these two types of excess policies.

Umbrella policies provide three functions:

- (1) To provide additional limits above the each occurrence limit of the insured's primary policies;
- (2) To take the place of primary insurance when primary aggregate limits are reduced or exhausted; and
- (3) To provide broader coverage for some claims that would not be covered by the insured's primary

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insurance policies, which would be subject to the policy retention.

Most umbrella liability policies contain one comprehensive insuring agreement. The agreement usually states it will pay the ultimate net loss, which is the total amount in excess of the primary limit for which the insured becomes legally obligated to pay for damages of bodily injury, property damage, personal injury, and advertising injury.

8. Should the Umbrella/Excess Insurance coverage combined with Commercial General Liability coverage not equal or exceed the minimum combined coverage shown, coverage must be increased to equal or exceed the minimum total coverage limits shown. If there is no Umbrella/Excess Insurance coverage, then the Commercial General Liability, Employers Liability, and Automobile Liability limits must be increased to equal or exceed the minimum total coverage limits shown.
9. (If applicable) Contractor will purchase and maintain property insurance for the entire work at the site on a replacement cost basis. Contractor shall obtain, at Contractor's expense, and keep in effect until final acceptance of the work performed under this contract, an Installation Floater or equivalent property coverage for materials, equipment, supplies, and tools to be used for completion of the work performed under this contract. The Installation Floater shall include coverage for testing, if applicable. The minimum amount of coverage to be carried shall be equal to the full amount of this contract. The contractor will be responsible for any applicable deductibles.
10. The Certificate of Insurance(s) and Endorsement(s) will be a part of the Contract/Agreement and shall be provided to the City with endorsement(s) indicating that the Commercial General Liability insurance coverage is in effect which shall be primary and non-contributory with any insurance maintained by the City.

For construction contracts, as per project aggregate (form CG 2503 05/09 or equivalent) shall also be required. In all situations, the City shall be included as an additional insured under the commercial general liability, automobile liability, and umbrella liability policies as applicable. As applicable, a waiver of subrogation under the workers' compensation and commercial general liability policies shall also be provided. Copies of such endorsements or coverage enhancements shall be attached to the certificate(s) provided to the City and will become a part of the Contract/Agreement. Insurance Coverage provided must be underwritten by an insurance company deemed acceptable by the City. The City reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.

Level 2 Insurance Requirements:

Professional services contracts/agreements \$50,000 and under:

Commercial General Liability	\$1,000,000
Professional Errors and Omissions Liability	\$2,000,000
Workers' Compensation (if applicable)	Statutory Limit

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Employer's Liability	\$500,000
Automobile Liability	\$1,000,000
Umbrella/Excess Insurance	\$ 1,000,000

**Exhibit "A"**  
**BASIC SERVICES AGREEMENT**

[CONSULTANT NAME], an(d) [STATE] [Corporation/LLC/Partnership/Sole Proprietor] (hereinafter "Consultant") agrees to perform and complete the following work (hereinafter "Work") for CITY OF ONTARIO (hereinafter "Owner"), in accordance with the terms and conditions of the Professional Services Agreement, dated [MONTH][DAY], 20\_\_, [TYPE OF SERVICES] [PROJECT NAME] all of which terms and conditions are incorporated herein by reference:

**Part 'A-X' – Scope of Services for Additional Work:**

(The Consultant shall attach a Scope of Services for Additional Work to Part 'A-X', which will become a part of the above referenced Professional Services Agreement)

**Part 'B' – Project Schedule:**

(The Consultant shall revise the Project Schedule and attach to Part 'C' of the above referenced Professional Services Agreement and will become a part of that Agreement)

**Part 'C' – Deliverables:**

(The Consultant shall revise the Project Deliverables List with dates and attach to Part 'D' of the above referenced Professional Services Agreement and will become a part of that Agreement)

**Part 'D' – Project Fees (increase/decrease):**

(The Consultant shall revise the Project Fees and attach to Part 'F' of the above referenced Professional Services Agreement and will become a part of that Agreement)

**"OWNER"**

**"CONSULTANT"**

**CITY OF ONTARIO, OREGON**

**[CONSULTANT NAME]**

BY: \_\_\_\_\_

BY: \_\_\_\_\_

Typed Name: \_\_\_\_\_

Typed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

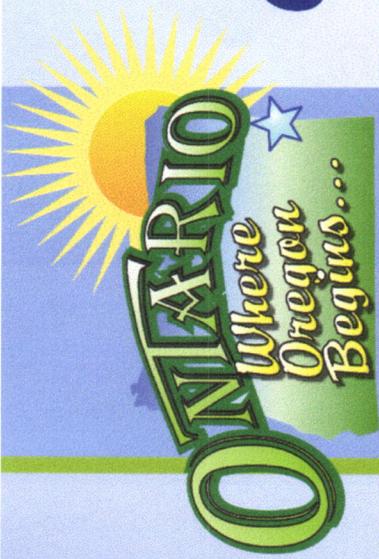
Date: \_\_\_\_\_

Date: \_\_\_\_\_

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# Discussion/Information /Hand-Out Items

City Council Meeting  
September 15, 2014



**City of Ontario**

**Council Workshop  
September 11, 2014**



# Agenda

- **N Park Blvd Update**
- **Immediate Projects List**



# Project Location





# Project Cost Estimate

- **Estimate for Construction from Anderson Perry 90% Design**
  - **Utility Only** includes:
    - Storm sewer, san sewer, water, cable/fiber
- **R/W estimate from State**

Project Element	Full Project Estimate	Utility Only Estimate
Construction	\$1,230,000	\$565,000
Right of Way	\$102,000	\$102,000
<b>Project Total:</b>	<b>\$1,332,000</b>	<b>\$667,000</b>



# Funding Analysis

- **State anticipates approx. \$180,000 remain in grant; conservatively agree to expect no more than \$150,000**
  - Remaining charges attributed to R/W activities and admin
- **City Funds by Adopted Budget**
  - SDC - \$40,500
  - Storm Sewer - \$29,000
  - Total \$69,500



# Grant Funding Restrictions

- **NW Washington Grant covers N Park Blvd work, excluding**
  - water, sewer, and “other” utilities. Exclusion includes bedding, backfill etc.
- **Grant will cover:**
  - storm sewer, including backfill
  - Right of Way
  - Design
- **Grant Timing**
  - Flexible within reason (no more than 2 years +/-)
  - District 14 wants to use all of grant \$\$ in district



# Grant Restrictions for R/W

- **R/W must be paid at appraised price**
- **Appraisal by:**
  - ODOT
  - External service
- **State estimate - \$102,000**
- **Grant R/W funding requires State Certification**
  - Difficult to achieve if State does not conduct work
  - PW Director Mickelson initially started NW Washington as a R/W negotiation – ultimately chose to have State conduct and grant pay



# Project Options with Available Funding

Conservative Grant Estimate	\$150,000
Less R/W Estimate (by State)	- \$102,000
<b>Remaining Grant Funds:</b>	<b>+\$48,000</b>
Less Anderson Perry Design Fee	- \$89,500
<b>Grant Shortfall to be covered by City:</b>	<b>- \$41,500</b>
Specific City Funds Available - SDC	+\$40,500
<b>Potential CIP Budget Shortfall remaining:</b>	<b>-\$1,000</b>



# Project Options

- Purchase R/W only, leaving approx. \$48k in grant
- Purchase R/W and pay off design fee requiring approx. \$1,000 from City CIP budget (or maybe not if more funds available from grant)
- Purchase R/W and conduct construction of Storm, using City staff requiring approx. 1/2 of \$111,500 (\$55,000) from City CIP budget (does not include payment of design)



## N Park Blvd - Next Steps

- Engage ODOT to conduct appraisal (or engage local service to do so)
- Enter into updated or new R/W Services Agreement with ODOT for N Park



# Immediate Projects – Water System

- **Security Upgrade – eval within next 2 weeks; contract for improvements this fall**
- **River Screen Intake – New compressor and tank to be purchased/installed over next 8 weeks**
- **Michro Chlor Cell Replacement – order for purchase to occur in next 2 weeks**
- **SCADA – Moved to “cloud”; all equipment in; trouble-shooting phase now**
- **Eastside Reservoir #2 – current info review; structural review as weather cools**
- **Valve exercising software – purchase within month**



# Immediate Projects – Wastewater System

- **WWTP pipeline and MH Rehab – materials on-hand; construction beginning within next 2 weeks and completed within 4 weeks**
- **Security Upgrade – eval within next 2 weeks; contract for improvements this fall**
- **SCADA – Moved to “cloud”; all equipment in; troubleshooting phase now**
- **Lagoon Sludge Testing – sampling and testing to begin in October**
- **Micro Chlor Cell Replacement – order for purchase to occur in next 2 weeks**
- **Sanitary Sewer Line Repair/Replacement – coordination of “hot spots” with current design package to be completed by end of October**

**CH2MHILL®**



# Immediate Projects – Streets and Storm System

- **N Park Blvd Design – coordinate with State and Anderson Perry based on Council direction**
- **Chip Seal – Complete! If weather and time permit, crew will also fog seal the chipped streets**
- **Sand Shed – team held meeting on project; currently reviewing alternatives; goal is to construct over winter**
- **Shop Drainage – Crews will move from MH Rehab to supporting this. Goal is to have design complete by mid-October and grading done by mid-November as schedule and weather permit**
- **Chain link fence addition/move – will occur over winter as filler project (tied to N Park Blvd)**



# Questions?

**RESOLUTION 2014-130**

**A RESOLUTION SUSPENDING THE IMPOSITION OF SYSTEM  
DEVELOPMENT CHARGES UNTIL \_\_\_\_\_**

**WHEREAS,** Since 2008, the City has been collecting system development charges (SDCs) under its current version of City Code Title 8, Chapter 13; and

**WHEREAS,** Advisers have told the City Council that the imposition of SDCs are hurting the City's economic development efforts; and

**WHEREAS,** The City Council has determined that it is in the best interest of the City to suspend the imposition of SDCs until \_\_\_\_\_ to give the City the opportunity to determine the effect that the imposition of SDCs and their suspension has had on the City's economic development efforts.

**NOW, THEREFORE, BE IT RESOLVED** by the Ontario City Council as follows:

- 1) The City shall suspend the collection of SDCs after the effective date of this resolution, and shall refund any SDCs received by the City after July 1, 2014. The City shall retain any SDCs received prior to that date.
- 2) This resolution shall have no effect on the use of SDCs received by the City prior to July 1, 2014, and does not repeal or amend any prior resolutions concerning SDCs.
- 3) City staff shall continue to calculate the amount of SDCs the City would have collected from developers but for the suspension, and shall report that amount to the City Council when requested to do so by the Council.
- 4) By no later than \_\_\_\_\_, the subject of the suspension of SDCs shall be placed back on the agenda of the City Council to determine whether the suspension of SDCs was an effective economic development tool and whether the suspension should be continued, made permanent, or allowed to lapse.
- 5) Unless amended or repealed by the Council, this resolution shall lapse on \_\_\_\_\_, and the City shall thereafter resume collecting SDCs.

**EFFECTIVE DATE:** Immediately upon passage.

**Passed and adopted** by the Ontario City Council this \_\_\_\_ day of \_\_\_\_\_, 2014.

**Ayes:**

**Nays:**

**Absent:**

**Approved** by the Mayor this \_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
LeRoy Cammack, Mayor

**ATTESTED:**

\_\_\_\_\_  
Tori Barnett, MMC, City Recorder

**FRANCHISE FEE WORKSHEET**  
AUGUST 26, 2014

	2013-2014	2013-2014 GROSS		ALL AT 7%	DIFFERENCE	ALL AT 5%	DIFFERENCE
	FRANCHISE FEES	REVENUES	RATE				
<b>MAJOR FRANCHISE FEES</b>							
CABLE TV	\$ 41,448.00	\$ 828,960.00	5%	\$ 58,027.20	\$ 16,579.20	\$ 41,448.00	\$ -
CASCADE NATURAL GAS	\$ 139,877.55	\$ 2,797,551.00	5%	\$ 195,828.57	\$ 55,951.02	\$ 139,877.55	\$ -
IDAHO POWER	\$ 1,316,350.98	\$ 18,805,014.00	7%	\$ 1,316,350.98	\$ -	\$ 940,250.70	\$ (376,100.28)
ONTARIO SANITARY SERVICE	\$ 83,829.68	\$ 1,676,593.60	5%	\$ 117,361.55	\$ 33,531.87	\$ 83,829.68	\$ -
LS NETWORKS	\$ 2,546.88	\$ 36,384.00	7%	\$ 2,546.88	\$ -	\$ 1,819.20	\$ (727.68)
CENTURYTEL	\$ 53,286.41	\$ 761,234.43	7%	\$ 53,286.41	\$ -	\$ 38,061.72	\$ (15,224.69)
	\$ 1,637,339.50			\$ 1,743,401.59	\$ 106,062.09	\$ 1,245,286.85	\$ (392,052.65)

**SMALL AND/OR UNUSUAL FRANCHISE FEES**

PREFERRED LONG DISTANCE	\$ 20.80	\$2/LINEAL FOOT
METTEL	\$ 333.37	
BULLSEYE TELECOM	\$ 76.64	
	\$ 1,637,770.31	

**CONCLUSION:**

IF ALL MAJOR FRANCHISE FEES WERE CHANGED TO 7%, THE CITY WOULD REALIZE \$106,062.09 ADDITIONAL FRANCHISE FEES BASED ON 2013-2014 REVENUES. IF MAJOR FRANCHISE FEES WERE ALL 5%, THE CITY WOULD REALIZE A DECREASE OF \$392,052.65 FRANCHISE FEE REVENUES BASED ON 2013-2014 REVENUES.

## Tori Barnett - Minutes of the September meeting

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**From:** Kit Kamo <kkamo@tvcc.cc>  
**Date:** 9/5/2014 8:52 AM  
**Subject:** Minutes of the September meeting  
**Attachments:** September 3 2014 MINUTES.doc

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Attached please find the minutes of the September meeting held in New Plymouth.

Next meeting is October 1<sup>st</sup> in Nyssa 7 am, location to be announced.

Have a wonderful weekend!

*Kit Kamo, Executive Director*

**Snake River Economic Development Alliance**

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Ontario, OR 97914

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**SREDA Board Meeting  
September 3, 2014  
Internet Truck Stop, New Plymouth Idaho**

Members and guests present: Logan Hamilton, Mike Hanigan, Randy Griffin, Patrick Nauman, Bruce Jensen, Sandy Hemenway, Randy Shroll, Dan Greig, Tom Anderson, Wil Overgaard, Ryan Kerby, Ed Susman, Abby Lee, Harry Flock, Nancy Dale, Robert Komoto, Kevin Coats, Joe Wessel, Doug McDowall, Allyson Morrison, Paris Cole, Andy Oyervides, Doug Lamm, Charlotte Fugate, Tina Wilson, Brad Little, and Jim Birdsall.

1. Call the Meeting to Order: Chairman Logan Hamilton called the meeting to order at 7:03 a.m. and proceeded to thank everyone for attending the meeting today. Again this month, the turnout was extremely good.
2. Introductions: Chairman Hamilton asked everyone to go around the room and introduce themselves, who they are and what organization they are representing today.
3. Approval of July 2, 2014 Board Minutes: Chairman Hamilton asked if everyone had a chance to review and read the board minutes that were sent out from the July 2, 2014 board meeting which was held at Lifeway's in Ontario. Chairman Hamilton then asked if anyone had any questions or corrections regarding the minutes as presented. There were none. Bruce Jensen then made a motion to approve the minutes, seconded by Patrick Nauman. The motion passed unanimously.
4. Financial Update for July 31 & August 31: Treasurer Sandy Hemenway provided the group with a detailed financial report update reviewing all aspects. Sandy reviewed the checking and money market account balances and all other details of the snap shot financial statement provided in the handout information. After Sandy's presentation, Chairman Hamilton asked if anyone had any other questions or concerns regarding the financial information and there were none noted. Patrick Nauman made a motion to approve the financial report as presented, seconded by Bruce Jensen. The motion passed unanimously.

Kit reported that funds were received from Washington County, City of Ontario, and State of Idaho Dept of Commerce. Sandy announced that Malheur Federal Credit Union had rejoined SREDA. Chairman Hamilton provided a very quick overview of some fund raising he and Doug Lamm have been working on. Logan and Doug made visits to about seven various businesses discussing with them the overall benefits of SREDA. More of this needs to be done.

5. Executive Director Report: Kit handed out a written Executive Directors Report on several ongoing projects updating the Board on all details as follows:
  - a. Idaho Power West Region Economic Development Forum October – Idaho Power is sponsoring an Economic Development Forum for the greater Western Treasure Valley area on October 16, 2014 that will be held in Ontario. Invitations are being sent out for the event.



b. Project Updates:

1. August: Union Pacific Rail Road & Project Friends – Kit stated she is working with Union Pacific Corporate office on two projects in Idaho and one in Oregon that involve multiple types of commodities from agriculture to manufacturing; One is Project 78 (originally submitted to both Idaho and Oregon in August of 2013). We received a site visit to our Idaho site recently. The submitted Oregon site is on the B list at this time. Vice Chairman Mike Hanigan then provided a few more details on the site visit. Mike stated this is an East coast company that does manufacturing. The site selectors and company have been looking at a 300 acre site in Payette County. This should employ around 300 jobs initially, with maybe 300 more at a later date. This is a very exciting project and Mike said everyone really did a professional job providing information to this company during the visit. The Company hopes to make a decision on their site selection in the very near future and we are hopeful that our region is it. Abby Lee commented that she felt the visit and site selection meetings were very professional and went well. Abby also stated she was impressed as this company is looking at serving this area for the long term, not a quick in and out operation. This is the kind of economic activity we are looking for.
2. Project Pumpkin – This project is a follow up from the Natural Projects Show in Anaheim, CA (where a company needed product grown in the USA, not China). The Malheur Extension Service – OSU Experiment Station is working with local growers and private seed scientists examining whether growing edible pumpkin seeds in the Western Treasure Valley is viable in our climate. Discussions are ongoing with a company in California. An analysis of all costs will be run to see if this project will pencil out for local growers. Additionally, Kit will be looking for other potential markets at the Natural Products East show later this month.
3. Project Spartan – Idaho had five sites for this international race in 2015 and Payette County will tentatively be the chosen site. They have a great location with elevations changes and water hazards as well as room for parking. The Spartan is an extreme foot race and Idaho will host the level of race known as the “beast”. It is a 12 mile race with 25 obstacles. The races are held in series throughout the US as well as other countries. For more information please visit: [www.spartan.com](http://www.spartan.com)
4. Project Confection – This is an Idaho Commerce lead from a candy manufacturer. A site from Payette County was submitted in response to the lead.
5. Project Lincoln Logs – This is a project SREDA is working on in conjunction with a local Bank and the Idaho Department of Commerce (IRBs) which involves an expansion and new owner of an existing operations business in Payette County.



6. July: Project Appaloosa – this also was a lead from the Idaho Commerce Department from an herbal equine remedies company. A site in Washington County has been submitted.
  7. Project Mitt – This project is an entrepreneur from Payette County who is in the R & D stage testing prototypes for their recreational technical projects. The company is working with the small Biz Center at Treasure Valley Community College.
  8. Project Candy – This Company is looking at expanding into Oregon with their operations.
  9. Project Mountain – This is a local company looking at some major growth and expansion. They are working with the Idaho Department of Commerce.
  10. Other projects SREDA has assisted with include Project Friends, Taylor, Roar, Rail West, etc.
- c. Other Activities:
1. Outdoor Summer Show Salt Lake with Eastern Idaho reps – One of the targeted industries is recreational technologies or manufacturing. We are interested in seeing the types of companies at this large show and what their interest would be in expanding. Due to the Project 78 site visit, Kit as only able to attend one of the day, but was worthwhile as she visited with several companies. Entry to the show was free.
  2. Two Million Acre Federal Designation in Malheur County Oregon – On Saturday, August 23<sup>rd</sup>, Malheur County Sheriff Brian Wolfe and Kit met with two reps from Oregon Public Broadcasting (OPB) to tour and discuss the negative impacts of the proposed Federal Wilderness designation by ONDA (Oregon natural Desert Association). On Monday, August 25<sup>th</sup>, Bob Skinner, a local Jordan Valley area rancher, flew the OPB guests over the vastness of the proposed wilderness park. Economically this would be devastating to our region if the President signs this into law as the two million acre wilderness proposal would make a huge portion of Malheur County inaccessible to any motorized vehicles including Veterans, elderly, the very young, disabled, hunters, bird watchers, ATV/UTV/motorcycle recreationists, fire fighters, emergency rescue crews and ranchers who tend the livestock and wildlife in this vast area which is being considered. Many other states have designations and parks that are also closed to bicyclists and in certain areas to horseback riding. It was pointed out that the public land is open for all to enjoy without any additional federal designations needed. Meetings are under way to educate other interested parties in keeping the public lands “Public” and open to everyone.
  3. Walmart US Manufacturing Summit Denver with Oregon – Kit attended the summit, met with a few companies who were looking to expand and/or



reshore their operations to the USA to accommodate their current Walmart contracts.

4. Idaho Firearms manufacture meeting & NW Community Development Institute – Kristen from Kit’s office attended the Idaho Firearms manufacture’s meeting last month on behalf of SREDA. Kristen was able to make a number of good contacts with the group and they were very appreciative that SREDA showed interest in this industry. This will give us more intel as we get geared up to attend the Shot Show in 2015. Additionally, Kristen completed Year One of the NW Community Development Institute held in Boise. The training was funded through an Idaho Power Company grant.
5. Visitor Center - Closed on September 1<sup>st</sup> early due to the current road construction. An evaluation luncheon will be held on September 30<sup>th</sup> at 11:30 a.m. at Idaho Pizza in Fruitland, ID, to review this year’s activities with all staff.
6. Idaho Eastern Oregon Onion Festival – This event was a huge success. A final written report was presented last night to the Malheur County Onion Growers. Highlights were our guest today, Bob Komoto, who was a chef at the event, the onion golf closest to the pin contest and the onion ring eating contest.
7. Check out SREDA’s new updated website! [www.snakerivereda.com](http://www.snakerivereda.com). The sponsor’s page now has live links to their respective home pages, videos are set up and all board minutes from 2014 are now posted and accessible. Plus new photos are coming. SREDA contracted with Courtney Thompson to update this look and information. It now looks great.

d. Upcoming Events:

1. Natural Products East Baltimore & IDEC Fort Worth, TX – This month Kit will be attending the Natural Products show to walk the floor visiting with various companies who might need to expand into the west or may be needing a USA product that we may already produce or could possibly produce. Kit will also be at the IDEC annual meeting in Fort Worth attending some classes, but focusing on networking with the site selectors. This is the event where Kit met Paige Webster who was our guest for the recent site visits and economic breakfast speaker.

Kit then asked the group if we might be interested in having another site selector come visit our communities like Paige Webster did this spring. The response was favorable.



2. Kit then mentioned two leadership courses, one the Ontario area Chamber of Commerce Leadership Program and the Ford Institute two day courses. John Briedenbach, the Ontario Area Chamber of Commerce Executive Manager, discussed the Ontario Area Chamber of Commerce Leadership program and the values it brings to the community, networking, understanding the local are, etc... Several members then commented on how valuable this process was.
4. Kit then introduced Jim Birdsall, a private consultant, who discussed the Capital Matrix "Jeff Tunnison" Community Grant Program. Jim quickly explained the program and stated they have \$120,000 to award. If you are interested please contact Jim.
5. Kit then handed out some labor market information, Unemployment rates, Employed Workers, Unemployed Workers and information on the labor force which the group reviewed.

Paris Cole from the Internet Truck Stop was introduced and then gave a brief presentation on what the company does, how this works and how involved and diverse the company really is. The company is very impressive and Paris stated they are a group of innovators making the transportation industry faster.

6. Community Brief Highlights:
  - a. Nyssa: Harry Flock stated Nyssa survived the highway project and Thunder Egg days. They are now working on a 3 million dollar arsenic plant.
  - b. Vale: Logan Hamilton said Vale is working on the arsenic plant issue too.
  - c. Ontario: Charlotte Fugate commented that the City now has enough candidates for the upcoming elections. A final report for the Police and Fire Departments will be presented tonight. She then discussed the exhibit at FRCC and lastly explained the city is considering reducing their system development fees and charges to spur development. The Council looked at the resolution, and will then have a discussion at the next council meeting.
  - d. Payette: Nancy Dale stated the Highway 95 project continues to grow and will be good for the City.
  - e. Weiser: Patrick explained why the Weiser Chamber eliminated their full time person and position. They are reorganizing right now. The office is still open Monday through Friday but will have a new fresh look.



- f. New Plymouth: Ryan Kerby said he was pleased the school district passed their recent \$8.6M school bond. He then stated that the Gas and Oil industry has spent \$50M in the last six months and plans to spend a lot more in the future. They have hit several very productive wells.
  - g. Fruitland: Abby Lee discussed the Fruitland family fun days and told the group if they have any questions to please call the mayor for specific details. Abby then stated that TVCC is adding our second welding cohort classes for high school students. So far this has been a successful endeavor.
7. County Brief Highlights:
- a. Payette County: None
  - b. Washington County: Commissioner Tom Anderson reported that they are completing the final gas and water ordinance and have a final hearing on September 29th. It was also noted that Washington County has lost at least four very good welders to the Dakota's because of better paying jobs.
  - c. Malheur County: None
8. Round Table Discussion with Idaho Lt. Governor Brad Little:

Lt Governor Little discussed economic development and what this means. This often is very hard for small communities. The average business to make major change needs at least 13 different contacts. Adequate water in our region is a plus. Economic development is important with banking etc. A group like SREDA to help potential businesses get over the hump is absolutely critical. Most good economic development is done locally. The State of Idaho can help facilitate but the decisions to be made are at the local level. Always look at your infrastructure, this is important. Roads in Idaho need improving so they are not an impediment for economic development.

Questions: Bruce Jensen, what were the key issues for Chobani in Twin Falls. The company felt the capacity was there for the expansion they were looking for. It was a can do attitude and the College of Southern Idaho helping out with training.

Mike Hanigan then thanked the Lt. Governor for being with us today.

Next meeting will be on October 1st in Nyssa. Paris provided SREDA a tour of their facility following the meeting.

- 9. Adjourn: Chairman Hamilton adjourned the meeting at 8:15 a.m.

Minutes prepared by Randy Griffin, Secretary.

## MALHEUR COUNTY COURT MINUTES

AUGUST 27, 2014

The Malheur County Court met with Judge Dan Joyce presiding with Commissioner Don Hodge and Commissioner Larry Wilson present. Staff present was Administrative Officer Lorinda DuBois, County Counsel Stephanie Williams, Environmental Health Director Craig Geddes, Environmental Health Specialist Eric Evans and Surveyor/Engineer Tom Edwards.

### DISTRICT ATTORNEY - IGA #143674

District Attorney Dan Norris met with the Court regarding an amendment to the IGA with the State for the dependency program.

Norris: I just have an amendment to the intergovernmental agreement that Stephanie needs to review. The State's going to increase the amount that they're paying us on the dependency intergovernmental agreement; they're raising the amount from \$22,968 to \$28,584 and they're also going to allow us to access up to \$10,000 in Title IV E-Funds. So, I'll leave this with Stephanie to review and you guys can...

Joyce: Okay, what's the Title IV?

Norris: It's, when kids are out of the home and we're doing the legal work for them, DOJ can bill Title IV E; district attorneys were not allowed to, they've changed it so we'll have to keep timesheets and submit them. So we can bill up to \$10,000, I don't know what we're going to end up billing.

Joyce: Per case or total?

Norris: Total for a year. Now, you know, I can tell you, they're going to give us about \$5500 dollars more and we're going to have access to some small amount after that, I don't know what that amount's going to be.

Wilson: That's a two year deal? or is that just for one year?

Norris: What they did is, the contract's been in place since July 1st, 2013 to June 30th, 2015, which is the state fiscal budget, two year biennium. They've only been paying us at the \$22,000 rate for the first four quarters, and now for the second four quarters of the state biennium they're raising the amount to get to the total of \$28,584.97 total.

Wilson: Okay

Norris: So they're going to give us, you know, somewhere like a couple thousand more a quarter.

Joyce: Okay

Wilson: Okay

Hodge: Thank you

The Court then briefly visited with Mr. Norris about medical marijuana, dispensaries, and legislation. Mr. Norris indicated that state statute will limit what can and cannot be done in terms of reasonable time, place,

and manner restrictions. Mr. Norris also said he does not believe that the legislature will redo the moratorium.

#### GOVTELLER AGREEMENT

Environmental Health Director Craig Geddes met with the Court and presented an agreement for their consideration. Commissioner Hodge moved to approve GovTeller Merchant Agreement between Convenient Payments LLC, DBA GovTeller and Malheur County. Commissioner Wilson seconded and the motion passed unanimously. The agreement provides for credit and debit software to allow for credit and debit transactions in the Environmental Health Office. A copy will be returned for recording.

#### COURT MINUTES

Commissioner Wilson moved to approve Court Minutes of August 20, 2014 as written. Commissioner Hodge seconded and the motion passed. Judge Joyce abstained as he was not present on August 20th.

#### GENERAL JUDGMENT - DORK CANAL

Ms. Williams requested authorization to sign the General Judgment Granting Declaratory Relief in the Norm Poole Oil, Inc. vs Malheur County and others matter (relating to the Dork Canal), Circuit Court Case No. 13-07-381-L. All parties involved have agreed to the terms of the judgment. Commissioner Hodge moved to authorize County Counsel sign the General Judgment Granting Declaratory Relief in the matter. Commissioner Wilson seconded and the motion passed unanimously.

#### AMENDMENT - IGA 142021

Commissioner Hodge moved to approve Sixth Amendment to Oregon Health Authority 2013-2015 Intergovernmental Agreement for the Financing of Public Health Services. Commissioner Wilson seconded and the motion passed unanimously. The amendment adds funding to Public Health Emergency Preparedness and WIC. A copy will be returned electronically for recording.

#### AMENDMENTS - IGA #141420

Commissioner Wilson moved to approve Fourteenth Amendment to Oregon Health Authority 2013-2015 Intergovernmental Agreement for the Financing of Community Addictions and Mental Health Services Agreement #141420; and Fifteenth Amendment to Oregon Health Authority 2013-2015 Intergovernmental Agreement for the Financing of Community Addictions and Mental Health Services Agreement #141420. Commissioner Hodge seconded and the motion passed unanimously. Copies will be returned electronically for recording.

#### UPDATES FROM COURT MEMBERS

Commissioner Wilson told the Court members he had visited with local city leaders and law enforcement about the moratorium on medical marijuana dispensaries and that he had not received any comments in

support of lifting the moratorium. The consensus of the Court was that the County's moratorium remain in effect.

Commissioner Hodge noted that he and others met in Juntura regarding the Juntura Cutoff county road that goes to the Eagle Picher mine. Business Oregon is pursuing possible funding avenues to assist with repair of the road. Economic Development staff has offered to assist with the project. Officials from both Harney and Malheur Counties will work together on the project.

Commissioner Wilson noted that he is receiving many comments from the public about the County boat ramp at Owyhee Reservoir. The ramp is currently closed due to the low water level of the reservoir. It was discussed if it might be possible to receive some sort of waiver from the ADA requirements in order to rehabilitate the facility while the water is so low; and it was noted that the other boat dock facilities at the reservoir are ADA accessible.

#### COURT ADJOURNMENT

Court was adjourned.