

**AGENDA**  
**CITY COUNCIL - CITY OF ONTARIO, OREGON**  
Monday, October 15, 2012, 7:00 p.m., M.T.

- 1) **Call to order**  
Roll Call: Norm Crume \_\_\_\_\_ Jackson Fox \_\_\_\_\_ Charlotte Fugate \_\_\_\_\_ Dan Jones \_\_\_\_\_  
David Sullivan \_\_\_\_\_ Ron Verini \_\_\_\_\_ Mayor Joe Dominick \_\_\_\_\_

2) **Pledge of Allegiance**

This Agenda was posted on Wednesday, October 10, 2012, and a study session was held on Thursday, October 11, 2012. 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: Motion Action Approving Consent Agenda Items**

- A) Approval of Minutes of Regular Meeting of 10/01/2012 ..... 1-5
- B) Resolution #2012-123: General Supply Budget Change (OPD) ..... 6-8
- C) Ordinance #2670-2012: An Ordinance Adopting the Findings of Fact and Annexing into the City a Parcel of Real Property Located at 45 North Dorian Drive and Changing its Zone Classification from UGA-Residential to RS-50 Single Family on Second and Final Reading by Title Only ..... 9-14
- D) Declaration of Surplus Property: OPD 2006 Honda Motorcycle ..... 15
- E) Approval of the Bills

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

6) **Department Head Updates**

7) **Old Business**

- A) Resolution #2012-119: Authorizing the Reallocation of Expenditures within the Water Fund Contingency for Various Repairs ..... 16-21
- B) Rectangular Rapid Flash Beacon Bid Award: 2012-2013 ODOT Bicycle and Pedestrian Program Grant Agreement #27208 for Enhanced Pedestrian Crossings at Three Locations ..... 22-37

8) **Discussion Item(s)**

- A) Aquatic Center Options: McKinstry/Bob Walker

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

10) **Executive Sessions**

- A) ORS 192.660(2)(d) - Labor
- B) ORS 192.660(2)(e) - Real Property
- C) ORS 192.660(2)(h) - Litigation

11) **Adjourn**

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

**COUNCIL MEETING MINUTES**

**October 1, 2012**

The regular meeting of the Ontario City Council was called to order by Mayor Joe Dominick at 7:00 p.m. on Monday, October 1, 2012, in the Council Chambers of City Hall. Council members present were Norm Crume, Joe Dominick, Charlotte Fugate, Dan Jones, David Sullivan, and Ronald Verini. Jackson Fox was excused.

Members of staff present were Jay Henry, Tori Barnett, Larry Sullivan, Mark Alexander, Suzanne Skerjanec, Lisa Hansen, Bob Walker, Dan Shepard, Dawn Eden, Al Hann, Rick Conant, Loren Weideman, David McPheeters, Andy King, Jay Hysell, Jim Cox, James Toy, and Travis Villines. The meeting was recorded on tape, and the tapes are available at City Hall.

David Sullivan led everyone in the Pledge of Allegiance.

**AGENDA**

Mayor Dominick reminded everyone that item 7B was removed from the Agenda.

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

**CONSENT AGENDA**

David Sullivan moved, seconded by Norm Crume, to approve Consent Agenda Item A: Approval of the Regular Minutes of 09/17/2012; Item B: Ordinance #2671-2012: An Ordinance to Amend Ontario Municipal Codes 8-13-2 and 8-13-6 Regarding the System Development Charge Exemptions for Real Property that was Subject to Previous Use (Final Reading by Title Only); Item C: Resolution #2012-121: Adding to the List of Prohibited Intoxicating Chemicals; and Item D: Approval of the Bills. Roll call vote: Crume-yes; Fox-out; Fugate-yes; Jones-yes; Sullivan-yes; Verini-yes; Dominick-yes. Motion carried 6/0/1.

**PUBLIC COMMENTS**

Statement read at the Thursday, September 27, 2012 Study Session; was requested that it be included in the Monday, October 1, 2012 record. Statement typed directly from written statement provided by Ms. Rolland.

*To: City of Ontario Mayor Joe Dominick and City Council, Re: A Question about Respect. I'd like to make some brief remarks, and request that a copy of my written statement be submitted in the public record for the City Council meeting on October 1, 2012: About ten days ago, I was out here in front of the entrance to City Hall, and here were a good-sized group – most of them city workers – out there with signs. And their signs said "Respect is a Union contract".*

*And while I was there, Mayor Dominick passed by these city employees, and it was my impression, Mr. Mayor, that you were perhaps amused, or perhaps ill at ease – and as you passed by the group, I and several others heard you say to them, "Thank you for respecting me!" – as if you had no regard or could not relate to these employees.*

*So my question here today is to Mayor Dominick, and to each one of the members on the City Council – DO YOU APPRECIATE AND RESPECT ALL – OR ANY – OF THE CITY EMPLOYEES, who make sure Ontario's City services and departments keep operating to serve this community every day – all day long – EVERY DAY OF THE YEAR?*

*And I just want to ask in addition, to each member of the City Council, do you respect ALL the working people who live and work in the Ontario community? IT'S WORKING PEOPLE, whether employed at a farm or packing shed, or an insurance office or by City – who are, after all – the life-blood of this community. – They buy things, pay mortgages and rents, take care of their debts and take care of their families – which is the very bed-rock definition of RESPECT.*

*I seriously would like to hear each member of the Council respond individually: DO YOU RESPECT THE CITY'S PUBLIC WORKS EMPLOYEES, AND DO THE CITY COUNCIL'S RECENT ACTIONS CONVEY THE RESPECT – OR LACK OF IT – THAT WACH OF YOU HOLDS FOR THESE EMPLOYEES?*

*Sincerely, Ruth Rolland, City of Ontario Resident*

Secondary comments from Ruth Rolland: Statement typed directly from written statement provided by Ms. Rolland. To: City of Ontario Mayor Joe Dominick and City Council

*Last Thursday during the City Council Work Session, I made a statement to be entered into the Record, regarding Respect for Working People – regardless whether they do a job in a packing shed, answer the phone in an office, are employed by the City of Ontario, or whatever their job might be.*

*I was particularly concerned to know whether the Mayor and City Council do respect the City's Public Works employees, and indeed all the workers and working families of the City of Ontario.*

*I asked the Mayor and each Councilor to respond to that question, and the statements from most of them were that they absolutely do respect all workers in the City of Ontario.*

*I was happy to hear that most of them do respect all workers.*

*But then I hear that without any believable justification, the City is taking actions that will cause serious economic takeaways from the wages and benefits of the City's Public Works employees.*

*This does not sound like respect to me. So I must ask again for the City Council to really show you respect these dedicated City employees, and stop using the untrue claim that you have to slash their benefits – pretending that such slashes are done with the utmost RESPECT.*

*These employees need to take care of their families and households, and do not deserve this kind of hardship imposed on them.*

*Ruth Rolland, City of Ontario Resident*

(Difficult to decipher this commentary) John Taggart, Ontario, provided his compliments to the condition of the Ontario Golf Course. The clubhouse was the nicest one in the area; the greens were some of the best he'd ever seen. Barb Toomey was full of energy and a great asset to the Course. *(He had more to say, but it was unintelligible.*

James Piotrowski, Boise, stated *"For the past six months, I have been working with your Public Works employees, an excellent group of people..."*

Mayor Dominick reminded Mr. Piotrowski that he could not discuss the Union contract as it was on the Agenda already.

Mr. Piotrowski stated *"I'm here to discuss some things about the city budget, not the resolution on the Agenda. The current biannual budget that you all adopted shows [??] budget of 3.9% growth over the biannual period. It also shows reductions in worker wages across the board. Generally, a growing city budget indicates growing revenues indicating a growing tax base, and, generally, additional work for city workers. The budget currently*

*being enacted by this city doesn't actually make use of the funds the tax payers give you. The unrestricted general fund balance is found by the city's accountant over the last three fiscal years ranged from \$2.7 to \$2.9M dollars – general unrestricted fund balance. Representing over 40% of the annual balance is money that this Council hasn't budgeted as spent. Tax payers provide funding so that the city can provide city services, so the city can get work done, so the city improves quality of life. In addition to the General Fund balance, over 40% of the annual budget, money that doesn't get budgeted and spent, the city has budgeted excessive contingency funds. In Administrative Overhead, the current biannual budget calls for a \$1.6M Contingency Fund. The Street Fund gave \$163K; the Water Fund \$1.2M; Sewer Line, \$1.9M. A little over \$5.7M in Contingency Funds built into this budget, together with the anticipated unrestricted General Fund balance of approximately \$3M. There is over \$8.5M available to the city of the course of this budget that it hasn't chosen to budget. You've taken the tax payers money, including tax dollars of these good people, and you're not choosing to spend it, nor are you choosing to give it back. I don't think it would be appropriate as someone from out of town, I can't necessarily do this myself, but maybe appropriate for your citizens to question what you're doing with tax payer dollars you're given."*

David Patton, Ontario, wanted to address the rumors he had been hearing about the Golf Course closing, and people being told to clear their stuff out and to transfer their memberships to Scotch Pines in Payette. This course was so vital to this area.

Mayor Dominick stated the Golf Course budget was pretty much expended ahead of schedule. The Council did discuss the issue at length at the Thursday Study Session; however, they did NOT vote to close the Course. The last direction to staff on Thursday was for the Golf Course Manager to meet with the City Manager to formulate a plan to complete the year. The City Manager was out of town until Monday attending a conference, but the rumors started on Friday about a closure. The Council had contractual obligations to fulfill, such as cart rentals, the Concessionaire contract, etc., so it would be impossible to close it down immediately. There were also year-long membership pass holders who enjoyed golfing in the snow – and they had paid to do that.

Councilor Sullivan stated the Thursday discussion had been about how to deal with the shortfall in the short term. There had never been any indication the Council planned to close the Course permanently. That was not the belief of this Council. He believed they were trying to preserve whatever they had left in the budget, so if they closed November 1<sup>st</sup>, it could be opened as early as March 1, 2013, and still have money to start next year's season. There had never been any indication they planned to close the Course permanently, and he had never heard that be brought up in a meeting. He was very surprised and a bit upset that someone would speak on behalf of the Council, especially assuming they had been in the same meeting he had been in – that had not been what was discussed. The Council was trying to enhance the Course. They were looking at the operations, and they wanted to find a way to operate the Course more efficiently and more effectively. There were some proposals on the table, which would be shared with the public when available.

Jay Henry, City Manager, stated staff had been reviewing the budget, looking to see what they could put together, and they could definitely continue operations, as they had in years past, so it was not closing down.

### **NEW BUSINESS**

#### **Resolution #2012-122: Adoption of Final Implemented Offer to Local Union #670**

Larry Sullivan, City Attorney, stated the City reached a formal impasse in its negotiations with the City's union employees represented by Teamsters Local 670. The City followed the collective bargaining procedures required by Oregon law, including the making of a Final Offer to Teamsters Local 670. At this point the City Council had the option of implementing all or any portion of the Final Offer. The union employees represented by Teamsters Local 670 also have the legal authority to strike. The City's labor attorney, Steven Schuback, recommends implementing all of the Final Offer to Teamsters Local 670 based on the inability of the parties to reach agreement through the bargaining process, mediation and impasse.

Dan Jones moved, seconded by Ron Verini, that the Mayor and City Council adopt Resolution 2012-122, A RESOLUTION IMPLEMENTING THE CITY'S FINAL OFFER TO TEAMSTERS LOCAL 670. Roll call vote: Crume-yes; Fox-out; Fugate-yes; Jones-yes; Sullivan-yes; Verini-yes; Dominick-yes. Motion carried 6/0/1.

**Accept Quitclaim Deed and Subordination Agreement from J.R. Supkin Corporation, dba Meadow Outdoor Advertising: NW Washington Roadway Relocation Project**

Larry Sullivan, City Attorney, stated ODOT staff prepared appraisals and conducted negotiations on many of the parcels that needed to be acquired for this roadway project. A Quitclaim Deed and Subordination Agreement for the J.R. Zukin Corporation, a California corporation dba Meadow Outdoor Advertising properties, had to be accepted by the city prior to recording or closing on the property.

On July 6, 2012, the Council approved Agreement No. 26720 with ODOT accepting \$4.5 million for the relocation of NW Washington and constructing Park Boulevard to NW 16<sup>th</sup> Avenue. On November 15, 2010, the Council approved Agreement No. 26720-01 with ODOT which was an amendment authorizing the expenditure and reimbursement of funds for the above project. On March 7, 2011, Council approved Agreement No. 27027 with ODOT authorizing the ODOT right of way staff to proceed with appraisals and acquisition of properties for the NW Washington and Park Boulevard roadway project. On July 18, 2011, Council approved Agreement No. 27027-01 with ODOT which was an amendment clarifying how funds would be paid by ODOT for the appraisals and acquisition costs.

David Sullivan moved, seconded by Charlotte Fugate, that the City Council authorize the Mayor to sign the Quitclaim Deed & Subordination Agreement from J.R. Zukin Corporation, a California corporation, dba Meadow Outdoor Advertising, accepting the property for the NW Washington roadway project. Roll call vote: Crume-yes; Fox-out; Fugate-yes; Jones-yes; Sullivan-yes; Verini-yes; Dominick-no. Motion carried 5/1/1.

**PUBLIC HEARING(S)**

**Ordinance #2570-2012: Annexation and Rezone of Property at 45 North Dorian Drive – UGA Residential to RS-50 Single Family Residential (1<sup>st</sup> Reading by Title Only)**

It being the date advertised for public hearing on the matter of Ordinance #2570-2012, the Mayor declared the hearing open. There were no objections to the city's jurisdiction to hear the action, no abstentions, ex-parte contact, and no declarations of conflict of interest.

Bob Walker, Public Works Director, stated at the September 10, 2012 Planning Commission meeting, they heard the annexation and rezone proposal for property located at 45 North Dorian Drive, also known as Tax Lot 502, Assessors Map 18S 47E 05C. The applicants, John W. Robertson and Carol Robertson, needed city utilities and were requesting annexation of their home site accordingly. This proposal was in conformance with the Comprehensive Plan.

The Planning Commission addressed the proposed annexation and the accompanying rezone from Urban Growth Area Residential to a City Zone classification of RS-50 Single Family Residential for the Robertson's 2.68 acre property, and recommended approval of the findings of fact and the proposed annexation and reclassification of the Robertson property.

The Mayor opened the hearing for public testimony.

Opponents: None.  
Proponents: None.

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

Ron Verini moved, seconded by David Sullivan, I move that the City Council accept the Findings of Fact as presented in the staff report 2012-07-08 and approved by the Planning Commission at its September 10, 2012 meeting Roll call vote: Crume-yes; Fox-out; Fugate-yes; Jones-yes; Sullivan-yes; Verini-yes; Dominick-yes. Motion carried 6/0/1.

David Sullivan moved, seconded by Ron Verini, that that the Mayor and City Council approve Ordinance No. 2670-2012, AN ORDINANCE ANNEXING AND REZONING Property at 45 North Dorian Drive – UGA Residential to RS-50 Single Family Residential (2 on first reading by title only. Roll call vote: Crume-yes; Fox-out; Fugate-yes; Jones-yes; Sullivan-yes; Verini-yes; Dominick-yes. Motion carried 6/0/1.

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

- Ron Verini stated he and City Manager Jay Henry had attended the LOC conference last week. There were very productive sessions, and he would keep the Council updated.
- David Sullivan stated they would be bringing the golf course issues back before the community, and he encouraged everyone to participate.

**ADJOURN**

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

**APPROVED:**

**ATTEST:**

\_\_\_\_\_  
Joe Dominick, Mayor

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

## CONSENT AGENDA REPORT

October 15, 2012

TO: Mayor and City Council

FROM: Mark Alexander, Police Chief

THROUGH: Jay Henry, City Manager

**SUBJECT: RESOLUTION NO. 2012-123: GENERAL SUPPLY BUDGET CHANGE**

DATE: October 3, 2012

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### **SUMMARY:**

Attached is the following document:

- Resolution 2012-123

The Police Department has received some unexpected donations and would like to expend those funds in a manner that donor's request. A budget change will be required to do so.

### **PREVIOUS COUNCIL ACTION:**

None.

### **BACKGROUND:**

On occasion the police department receives unexpected donations from community members or groups. The police department has received donations from the American Legion, Ontario VFW, the Soil and Water District and from the trust of Bonnie Johnson. The total amount of donations is \$1469.00 and they have been deposited into the Police Department's Miscellaneous Revenue line item within the General Fund budget.

As of 09-30-12, the police department has collected \$16,039 in Miscellaneous Revenue, which includes the noted donations.

The donors would like the funds to be used for projects that help the police department or community.

The police department did not establish enough budget to expend these funds and would like to make a budget adjustment in order to do so. It is proposed that the budget change for expenditures be recognized within the Police Department's General Supplies and Maintenance line item.

### **ALTERNATIVE:**

The Council could decline the change and keep the donations as revenue received.

**FINANCIAL IMPLICATIONS:**

It is proposed that the donation revenues be recognized and expenditures be budgeted as an increase within the City's General Fund.

**RECOMMENDATION:**

Staff recommends the Council adopt Resolution 2012-123, A RESOLUTION ACKNOWLEDGING RECEIPT OF DONATED FUNDS AND APPROPRIATING EXPENDITURES WITHIN THE GENERAL FUND.

**RESOLUTION # 2012-123**

**A RESOLUTION ADOPTING A SUPPLEMENTAL BUDGET FOR THE  
GENERAL FUND POLICE DEPARTMENT TO RECOGNIZE DONATED  
FUNDS AND AUTHORIZING EXPENDTURE OF THOSE FUNDS**

**WHEREAS,** The Ontario Police Department occasionally receives unexpected donations from community groups and members for special projects; and

**WHEREAS,** the General Fund Police Department budget for FY 2011-2013 was adopted without the knowledge of donated funds; and

**WHEREAS,** the Ontario Police Department has received \$1,469.00 in donated funds; and

**WHEREAS,** the City desires to modify the 2011-2013 budget to receive and expend the funds.

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

Line Item	Item Description	FY 11-13 Budget	Amount of Change	Adjusted Budget
<b>GENERAL FUND</b>				
001-000-469210	Misc Police Revenue	\$8,840	\$1,469	\$10,309
001-024-613500	General Suppl & Maint	\$11,585	\$1,469	\$13,054

**Effective Date:** Upon adoption

**Passed and adopted** by the Ontario City Council this 15th day of October, 2012.

Ayes:

Nays:

Absent:

**Approved** by the Mayor this 15th day of October, 2012.

ATTEST:

\_\_\_\_\_  
Joe Dominick, Mayor

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

## CONSENT AGENDA REPORT

October 15, 2012

TO: Mayor and City Council

FROM: City of Ontario Planning Commission

THROUGH: Jay Henry, City Manager  
Marcy Skinner, Planning & Zoning Administrator

**SUBJECT: ORDINANCE #2670-2012: DE NOVO PUBLIC HEARING IN THE MATTER OF PLANNING FILE 2012-07-08AZ, ROBERTSON, THE ANNEXATION OF TWO AND SIXTY-EIGHT ONE-HUNDREDS (2.68) ACRES OF PROPERTY INTO THE CITY OF ONTARIO AND TO REZONE SAID PROPERTY FROM UGA-RESIDENTIAL TO CITY RS-50 SINGLE FAMILY RESIDENTIAL; THE PROPERTY IS GENERALLY KNOWN AS TAX LOT 502, ASSESSORS MAP 18S 47E-05, LOCATED AT 45 NORTH DORIAN DRIVE – SECOND AND FINAL READING BY TITLE ONLY**

DATE: October 8, 2012

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### **SUMMARY:**

Attached are the following documents:

- Ordinance # 2670-2012
- Exhibit “A” – Assessor’s Map
- Exhibit “B” – Legal Description

### **PREVIOUS COUNCIL ACTION:**

10/01/12 Council moved to rezone the property by 1<sup>st</sup> Reading Only. There have been no changes since First Reading.

### **BACKGROUND:**

The applicants, Carol and John Robertson, have a need for City utilities and are requesting annexation of their home site accordingly. This proposal is in conformance with the Comprehensive Plan. The Planning Commission recommended the proposed annexation and the accompanying rezone from Urban Growth Area Residential to a City Zone classification of RS-50 Single Family Residential for their 2.68 acre property located at 45 North Dorian Drive.

### **RECOMMENDATION:**

Staff recommends the City Council accept the Findings of Fact and adopt Ordinance #2670-2012, on Second and Final Reading by Title Only.

**ORDINANCE NO. 2670-2012**

**AN ORDINANCE ANNEXING INTO THE CITY  
A PARCEL OF REAL PROPERTY LOCATED AT 45 N DORIAN DRIVE  
AND CHANGING ITS ZONE CLASSIFICATION FROM  
UGA-RESIDENTIAL TO RS-50 SINGLE FAMILY**

**FINDINGS OF FACT:**

**WHEREAS:** The proposal complies with applicable provisions of the Ontario Comprehensive Plan, Title 10 and its zone and administrative sections 10A and 10B, and;

**WHEREAS:** Notice has been sent to the Department of Land Conservation and Development a minimum of 35 days prior to this formal procedure to annex and in particular, rezone the subject property in accord with State Administrative Rules, and;

**WHEREAS:** The subject site is within the City of Ontario Urban Growth Area and thus approved under the rules and regulations of the State of Oregon for annexation to the City, and;

**WHEREAS:** The subject Urban Growth Area is classified as Residential and the proposed zone is RS-50 SINGLE FAMILY RESIDENTIAL which is consistent with the UGA classification, and;

**WHEREAS:** The property owner has formally requested that the subject site be annexed, the primary purpose of the annexation is to have City utilities and services, and;

**WHEREAS:** The subject site is immediately adjacent to the City boundary, and;

**WHEREAS:** City emergency services are available to this site in a manner similar to other land in the City, and;

**WHEREAS:** All appropriate local notices have been given for this proposal and the public hearings it requires, and;

**WHEREAS:** Pursuant to the formal application, the Ontario Planning Commission held a properly noticed public hearing on September 10, 2012 and made a recommendation to City Council that the annexation and rezone should proceed, and;

**WHEREAS:** The City Council held a properly noticed public hearing on October 1, 2012, and reviewed all evidence and testimony submitted at the City of Ontario for the following described property:

**SUBJECT PROPERTY DESCRIPTION:**

The subject property is two and sixty-eight one-hundreds (2.68) acres in size and is generally known as Tax Lot 502, Assessor's Map #18S 47E 05C. More specifically the property is described as:

Land in Malheur County, Oregon, as follows:

Land in Ire Rose Acreage in Sec. 5, Township 18 South, Range 47 East of the Willamette Meridian, Malheur County Oregon, according to the Official Plat thereof, as follows:

Tract 9, EXCEPTING THEREFROM the following 2 described parcels, to-wit:

Parcel No 1: Beginning at the Northeast corner of said Tract 9;  
thence West, along the North boundary of said tract, 389 feet;  
thence South 147.5 feet;  
thence East, parallel with said North boundary, 389 feet;  
thence North 147.5 feet to the Point of Beginning.

Parcel No 2: Beginning at the Southeast corner of Tract 9;  
thence West 189 feet;  
thence North 114 feet;  
thence East 189 feet;  
thence South 114 feet to the Point of Beginning.

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

Section 1. The subject property located at 45 North Dorian Drive is hereby annexed into the City of Ontario.

Section 2. The subject property is hereby rezoned as RS-50 Single Family Residential from UGA Residential. The Comprehensive Plan and Zoning Map are amended accordingly.

**PASSED AND ADOPTED** by the Common Council of the City of Ontario this \_\_\_\_\_ day of \_\_\_\_\_, 2012 by the following vote:

AYES:

NAYS:

ABSENT:

ABSTAIN:

**APPROVED** by the Mayor this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

\_\_\_\_\_  
Joe Dominick, Mayor

**ATTEST:**

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

EXHIBIT A  
TAX LOT MAP

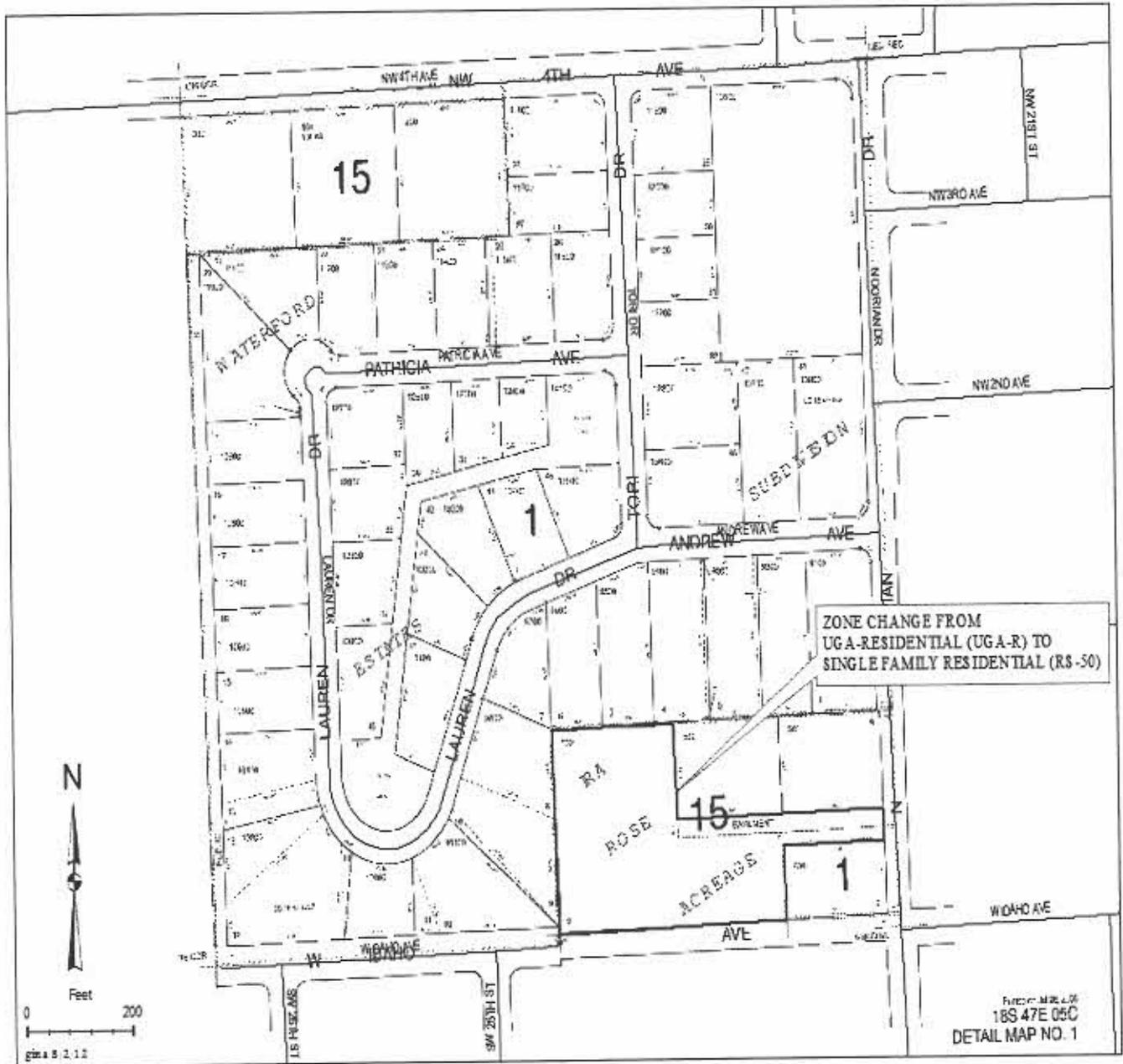


EXHIBIT B  
PROPERTY DESCRIPTION

Land in Malheur County, Oregon, as follows:

Land in Ire Rose Acreage in Sec. 5, Township 18 South, Range 47 East of the Willamette Meridian, Malheur County Oregon, according to the Official Plat thereof, as follows:

Tract 9, EXCEPTING THEREFROM the following 2 described parcels, to-wit:

Parcel No 1: Beginning at the Northeast corner of said Tract 9;  
thence West, along the North boundary of said tract, 389 feet;  
thence South 147.5 feet;  
thence East, parallel with said North boundary, 389 feet;  
thence North 147.5 feet to the Point of Beginning.

Parcel No 2: Beginning at the Southeast corner of Tract 9;  
thence West 189 feet;  
thence North 114 feet;  
thence East 189 feet;  
thence South 114 feet to the Point of Beginning.

## CONSENT AGENDA REPORT

October 15, 2012

TO: Mayor and City Council

FROM: Mark Alexander, Police Chief

THROUGH: Jay Henry, City Manager

**SUBJECT: DECLARATION OF SURPLUS PROPERTY**

DATE: October 3, 2012

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**SUMMARY:**

The Police Department would like to declare it's 2006 Honda police motorcycle as surplus property.

**PREVIOUS COUNCIL ACTION:**

None

**BACKGROUND:**

In May of 2008, the Police Department purchased a used 2006 Honda Police motorcycle from the Oregon State Police for \$8,000. The motorcycle had approximately 6,000 miles on it at the time.

With the reduction of staffing, the motorcycle does not get used for its intended purpose of traffic enforcement. The motorcycle currently has 10,940 miles. The Police Department has seen an increase in training costs. The two officers qualified to operate the motorcycle have not been recertified for a couple of years. The Police Department has also experienced a reduction in funding for vehicle maintenance and would therefore like to declare the motorcycle as surplus property.

**ALTERNATIVE:**

The Council could deny the request to declare the vehicle as surplus property.

**FINANCIAL IMPLICATIONS:**

The Police Department would like to collect between \$6,000-\$7,000 for the motorcycle to then put into a Reserve Fund for police technology.

**RECOMMENDATION:**

Staff recommends that the Council declare the listed vehicle as surplus, authorizing Staff to dispose of the vehicle.

**AGENDA REPORT**  
October 15, 2012

TO: Mayor and City Council

FROM: Bob Walker, Public Works Director

THROUGH: Jay Henry, City Manager

**SUBJECT: RESOLUTION #2012-119: A RESOLUTION AUTHORIZING A REALLOCATION OF EXPENDITURES WITHIN THE WATER FUND FOR REPAIRS**

DATE: October 8, 2012

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**SUMMARY:**

Attached are the following documents:

- Resolution #2012-119
- Water Treatment Plant Projects/Repair List

The purpose of this agenda item is to obtain the approval of the City Council to transfer \$118,188 of funds from the Water Contingency Fund to three accounts in the Water Treatment Plant Operations Budget.

**BACKGROUND:**

Due to past maintenance practices at the Water Treatment Plant, there have been several equipment failures and we have also uncovered some electrical situations that posed a danger to personnel or anyone else that visited the facilities. These items have been presented to both the City Council and the Public Works Committee over the past several months to keep them informed of the situation. As a result of these emergency repairs, the second year of the biennium's budget has been negatively affected:

- Chemical, Fertilizer & Seed = \$313
- General Supplies & Maintenance = \$5,083
- Contract Services = \$34,968
- Equipment Repair = \$77,824

Therefore, the Public Works Department is requesting a transfer of \$118,188 from the Water Contingency Fund to the four accounts as listed in Resolution #2012-119 attached hereto.

This request was presented to the Public Works Committee on August 23, 2012, and they approved a recommendation to the City Council for approval of this request.

**FINANCIAL IMPLICATIONS:**

There is a current balance in Water Operating Contingency of \$1,275,886. After proposed transfer, this will be reduced to \$1,157,698.

**HISTORY ON WATER FUND CONTINGENCY 105-160-871000**

Following is a history of the use of the Water Fund Contingency 105-160-871000 if this resolution is approved:

Original approved budget for the 2011-2013 biennium:	\$1,275,886
Unbudgeted Emergency Repairs - Resolution #2012-119	<u>\$ (118,188)</u>
Balance Remaining Water Fund Contingency	\$1,157,698

**RECOMMENDATION:**

Staff recommends the City Council adopt Resolution #2012-119.

**PROPOSED MOTION:**

I move the City Council adopt Resolution # 2012-119: **A RESOLUTION AUTHORIZING A REALLOCATION OF EXPENDITURES WITHIN THE WATER FUND FOR REPAIRS.**

**RESOLUTION #2012-119**

**A RESOLUTION AUTHORIZING A REALLOCATION OF EXPENDITURES  
WITHIN THE WATER FUND FOR REPAIRS**

- WHEREAS,** the City of Ontario adopted the 2011-2013 budget document based upon known or anticipated revenues and expenditures; and
- WHEREAS,** Due to past maintenance practices at the Water Treatment Plant, there have been several equipment failures along with some electrical situations that posed a danger to personnel or anyone else that should visit the facilities; and
- WHEREAS,** As a result of these emergency repairs, the line items indicated below have negatively affected the second year of the biennium's budget; and
- WHEREAS,** these items have been presented to both the City Council and Public Works Committee over the past several months to keep them informed of the situations; and
- WHEREAS,** On August 23, 2012 the Public Works Committee recommended to the City Council that the Water fund operating contingency be used for these emergency repairs, and the motion passed; and
- WHEREAS,** after discussion, the City Council desires now to formally modify the 2011-2013 Water Fund budget by reducing the Contingency Expense line and increasing the operations lines by \$118,188 to restore the second year of the biennium's budget to its original intent as indicated.

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

Account Number	Account Name	Adopted 11-13 Budget	Proposed Change	Revised 11-13 Budget
<b>WATER FUND</b>				
<b>EXPENSES</b>				
105-160-610900	Chemical/Fertilizer/Seed	\$ 300,000	\$ 313	\$ 300,313
105-160-613500	General Supply & Maintenance	\$ 12,100	\$ 5,083	\$ 17,183
105-160-615550	Contract Services	\$ 43,500	\$ 34,968	\$ 78,468
105-160-618310	Equipment Repair	\$ 115,500	\$ 77,824	\$ 193,324
105-160-871000	Contingency	\$ 1,275,886	(\$ 118,188)	\$ 1,157,698

**EFFECTIVE DATE:** Effective immediately upon passage.

**PASSED AND ADOPTED** by the City Council of the City of Ontario this \_\_\_\_ day of \_\_\_\_\_ 2012, by the following vote:

AYES:

NAYES:

ABSENT:

**APPROVED** by the Mayor this \_\_\_\_ day of \_\_\_\_\_, 2012.

ATTEST:

\_\_\_\_\_  
Joe Dominick, Mayor

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

PROJECTS/REPAIR LIST

WATER TREATMENT PLANT

BUDGET PERIOD 2011-13

PRIORITY RATING	CIP/ O&M	Project /Location	ITEM DESCRIPTION	Budget Year	GL #	PO #	PROJECT OR O & M	REPEATED EXPENSE Y/N	AMOUNT IN BUDGET	ACTUAL EXPENSE TO DATE	ESTIMATED COST	BUDGET DIFFERENCE	STATUS
	2 O & M	WTP Site	Westech Bouyant Media Replacement	2012	105-160-610900	\$ 300,000.00	O & M	Yes	\$ 5,000.00	\$ -	\$ 5,313.00	\$ (313.00)	in process
			TOTAL SUM:		105-160-610900				\$ -	\$ -	\$ 5,313.00	\$ (313.00)	DEFICIT
			105-160-613500			\$ 12,100.00							
	2 O & M	WTP Site	Copy Machine Replacement	2012	105-160-613500	21682	Project	No	\$ 1,600.00	\$ 1,364.00	\$ 1,364.00	\$ 236.00	completed
	2 O & M	WTP Site	Grounds - Landscape Maintenance	2012	105-160-613500	48277	O & M	Yes	\$ 900.00	\$ 110.95	\$ 110.95	\$ 789.05	completed
	2 O & M	WTP Site	Grounds - Landscape Maintenance	2012	105-160-613500	48284	O & M	Yes	\$ 789.05	\$ 59.91	\$ 59.91	\$ 729.14	completed
	2 O & M	WTP Site	#1 Filter Rebuild-Stainless Steel	2012	105-160-613500	44856	Project	Yes	\$ -	\$ 118.96	\$ 118.96	\$ (118.96)	completed
	2 O & M	WTP Site	#2 Filter Rebuild-Stainless Steel	2012	105-160-613500	21432 & 21450	Project	Yes	\$ (118.96)	\$ 2,923.20	\$ 2,923.20	\$ (3,042.16)	completed
	2 O & M	WTP Site	New WTP Filter Rebuild-Stainless Steel	2012	105-160-613500	45488	Project	Yes	\$ (3,042.16)	\$ 50.82	\$ 50.82	\$ (3,092.98)	completed
	2 O & M	WTP Site	Flocculator Repairs	2012	105-160-613500	46425	Project	Yes	\$ (3,092.98)	\$ 131.60	\$ 131.60	\$ (3,224.58)	completed
	2 O & M	WTP Site	Valve Repairs	2012	105-160-613500	47217, 47207, 47202	Project	Yes	\$ (3,224.58)	\$ 376.24	\$ 376.24	\$ (3,600.82)	completed
	2 O & M	WTP Site	Leak in Drain Line, back stairs cave in - Sump Pump Repairs	2012	105-160-613500	46450 & 47204	Project	No	\$ (3,600.82)	\$ 388.71	\$ 388.71	\$ (3,989.53)	completed
	1 O & M	WTP Site	Chlorine Tank Leak Repairs	2012	105-160-613500	47215	Project	No	\$ (4,013.49)	\$ 14.57	\$ 14.57	\$ (4,028.06)	completed
	2 O & M	WTP Site	Chlorine Tank Leak Repairs	2012	105-160-613500	47203	Project	Yes	\$ (4,028.06)	\$ 673.00	\$ 673.00	\$ (4,701.06)	completed
	2 O & M	WTP Site	Chlorine Tank Leak Repairs	2012	105-160-613500	47335	Project	Yes	\$ (4,701.06)	\$ 77.51	\$ 77.51	\$ (4,778.57)	completed
	1 O & M	Wells	Clear Well Sprayer Repair	2011	105-160-613500	46414	O & M	No	\$ (4,778.57)	\$ 771.73	\$ 771.73	\$ (5,550.30)	completed
	2 O & M	Reservoir	Reservoir Cleaning - Ladder Rental	2012	105-160-613500	47734	Project	No	\$ (5,550.30)	\$ 16.82	\$ 16.82	\$ (5,567.12)	completed
	1 O & M	Wells	Well #6 Electrical conduit & fixture repairs (Safety Hazard)	2011	105-160-613500	46405	O & M	No	\$ (5,567.12)	\$ 26.95	\$ 26.95	\$ (5,594.07)	in process
	4 O & M	Vehicle	Hydraulic Ram-10 Ton	2012	105-160-613500	46418	Project	No	\$ (5,594.07)	\$ 454.00	\$ 454.00	\$ (6,048.07)	in process
			TOTAL SUM:		105-160-613500				\$ 2,500.00	\$ -	\$ 7,582.93	\$ (5,082.93)	DEFICIT
			105-160-615550			\$ 43,500.00							
	1 O & M	Clear Well	Electrical Assessment process diagram	2012	105-160-615550	21855	Project	No	\$ -	\$ -	\$ -	\$ -	in process
	1 O & M	Clear Well	Labeling of Electrical Panels - compliance standards	2012	105-160-615550	21855	Project	No	\$ -	\$ -	\$ -	\$ -	in process
	2 O & M	WTP Site	Thermal Imaging Equipment for Electrical Hot Spots	2012	105-160-615550	21717	O & M	No	\$ 17,200.00	\$ 470.50	\$ 936.00	\$ 16,264.00	completed
	1 O & M	WTP Site	Float Switches (W15/16 & PH4)	2012	105-160-615550	21717	O & M	No	\$ 15,264.00	\$ 724.00	\$ 724.00	\$ 15,540.00	completed
	1 O & M	WTP Site	Phone-Network Issues	2012	105-160-615550	21873	O & M	Yes	\$ 12,495.00	\$ 841.00	\$ 841.00	\$ 11,654.00	completed
	1 O & M	WTP Site	Pond #1 Solids Removal (low quote Jay Hartley)	2011	105-160-615550	21717	O & M	No	\$ 11,654.00	\$ 2,308.50	\$ 2,308.50	\$ 9,345.50	completed
	1 O & M	WTP Site	Replace broken SCADA Computer printer	2011	105-160-615550	21717	O & M	Yes	\$ 9,345.50	\$ 72.00	\$ 72.00	\$ 9,273.50	completed
	2 O & M	WTP Site	SCADA Laptop setup for On Call Staff - set up (reduce OT)	2012	105-160-615550	21717	O & M	No	\$ 8,366.24	\$ 1,592.00	\$ 1,592.00	\$ 6,774.24	completed
	1 O & M	WTP Site	Repair SCADA ALARMS: low air pressure, high level clarifier,	2011	105-160-615550	21717	O & M	No	\$ 6,774.24	\$ 104.46	\$ 104.46	\$ 6,669.78	completed
	1 O & M	WTP Site	Turbidity Meter -ACS - hard wire(electrical	2011	105-160-615550	21717	O & M	No	\$ 6,669.78	\$ 4,554.00	\$ 4,554.00	\$ 2,115.78	completed
	5 O & M	WTP Site	Air Compressor Room: Replace light switch	2012	105-160-615550	21717	O & M	No	\$ 2,115.78	\$ -	\$ -	\$ 2,115.78	completed
	1 O & M	WTP Site	Air Compressor Room: Replace Breaker	2012	105-160-615550	21717	O & M	No	\$ 2,115.78	\$ -	\$ -	\$ 2,115.78	completed
	1 O & M	WTP Site	Generator Inspections - NW Power Systems (Yonick)	2011	105-160-615550	21733	O & M	Yes	\$ 2,115.78	\$ 1,700.00	\$ 1,700.00	\$ 415.78	completed
	1 O & M	WTP Site - ER Power	Generator Repairs - NW Power Systems (Yonick)	2011	105-160-615550	47531	O & M	Yes	\$ 415.78	\$ 950.00	\$ 950.00	\$ (534.22)	completed
	1 O & M	WTP Site - ER Power	Power Outage Elec./SCADA repairs for start up of old plant	2011	105-160-615550	21717	O & M	No	\$ (534.22)	\$ 72.00	\$ 72.00	\$ (606.22)	completed
	4 O & M	NEW WTP-WESTEC	SMART BOB - Salt Level Indicator connect. elec.	2012	105-160-615550	21717	O & M	No	\$ (606.22)	\$ 399.59	\$ 399.59	\$ (206.63)	ACS in
	5 O & M	NEW WTP-WESTEC	Westside Diesel Pump Integration	2011	105-160-615550	21717	O & M	No	\$ (1,005.81)	\$ 3,224.00	\$ 3,224.00	\$ (4,229.81)	ACS in
	5 O & M	NEW WTP-WESTEC	Wes Tec Values-Repair % close	2011	105-160-615550	21717	O & M	No	\$ (4,229.81)	\$ -	\$ -	\$ (4,229.81)	ACS in
	5 O & M	NEW WTP-WESTEC	SCADA Correct Pump layout on screen at Westside	2011	105-160-615550	21717	O & M	No	\$ (4,229.81)	\$ -	\$ -	\$ (4,229.81)	completed
	1 O & M	NEW WTP-WESTEC	Repair/Replace Chlorine Pumps - Watson Marlow Pump Elec.	2011	105-160-615550	21717	O & M	No	\$ (4,229.81)	\$ 824.50	\$ 824.50	\$ (5,054.31)	completed
	1 O & M	NEW WTP-WESTEC	MOD BUSS SCADA & Electrical Repairs	2011	105-160-615550	21717	O & M	Yes	\$ (5,054.31)	\$ 9,469.78	\$ 9,469.78	\$ (4,415.47)	completed
	2 O & M	NEW WTP-WESTEC	SCADA - Repair backwash service pump switch	2012	105-160-615550	21717	O & M	No	\$ (15,248.09)	\$ 607.00	\$ 607.00	\$ (15,855.09)	completed
	3 O & M	NEW WTP-WESTEC	Clarifier air lines-valve actuator at Wes Tec - repair	2011	105-160-615550	21717	O & M	No	\$ (15,855.09)	\$ 607.00	\$ 607.00	\$ (16,462.09)	completed
	3 O & M	NEW WTP-WESTEC	SCADA Repair Head loss trending (old plant & convert to Clarifier Drive (electrical outlets for heat lamps))	2011	105-160-615550	21717	O & M	No	\$ (16,462.09)	\$ 144.26	\$ 144.26	\$ (16,606.35)	completed
	3 O & M	Clear Well	Pump #1 Vibration-repair/rehab - reconnection	2011	105-160-615550	21717	O & M	No	\$ (16,606.35)	\$ 104.46	\$ 104.46	\$ (16,710.81)	completed
	5 O & M	Clear Well	Shop, Pump Room: Elec. Repair light sensor	2011	105-160-615550	21717	O & M	No	\$ (16,710.81)	\$ 104.46	\$ 104.46	\$ (16,815.27)	completed
	2 O & M	Clear Well	Pump #3 allow wash,pump 4 not run	2011	105-160-615550	21717	O & M	No	\$ (16,815.27)	\$ 724.00	\$ 724.00	\$ (17,539.27)	completed
	2 O & M	Clear Well	Pump #2 repair/rehab - reconnection	2011	105-160-615550	21717	O & M	No	\$ (17,539.27)	\$ 104.46	\$ 104.46	\$ (17,643.73)	completed
	1 O & M	Wells	Well #6 Electrical conduit & fixture repairs (Safety Hazard)	2011	105-160-615550	21717	O & M	No	\$ (17,643.73)	\$ 156.00	\$ 156.00	\$ (17,799.73)	completed

WATER TREATMENT PLANT

BUDGET PERIOD 2011-13

PRIORITY RATING	CI/ O&M	Project /Location	ITEM DESCRIPTION	Budget Year	GL #	PO #	PROJECT OR O & M	REPEATED EXPENSE Y/N	AMOUNT IN BUDGET	ACTUAL EXPENSE TO DATE	ESTIMATED COST	BUDGET DIFFERENCE	STATUS
1 O & M		Wells	Well #4 & 5 Lighting	2011	105-160-615550	21717	O & M	No	\$ (17,799.73)	\$ 104.46	\$ 104.46	\$ (17,904.19)	completed
3 O & M		Wells	Flow Meter, Calibrations & Controls Wells 4, 15 & 16	2011	105-160-615550	21717	O & M	No	\$ (17,904.19)	\$ 2,957.75	\$ 2,957.75	\$ (20,861.94)	completed
1 O & M		Canyon	Canyon Booster Station lighting electrical repairs	2011	105-160-615550	21717	O & M	No	\$ (20,861.94)	\$ 369.98	\$ 369.98	\$ (21,231.92)	completed
3 O & M		Reservoir	Repair pump 1/2 not start #3 open wire loose	2012	105-160-615550	21717	O & M	No	\$ (21,231.92)	\$ 607.00	\$ 607.00	\$ (21,838.92)	completed
5 O & M		Reservoir	SCADA Repair Pump layout on screen at Eastside - need Well #4 Setup	2012	105-160-615550	21717	O & M	No	\$ (21,838.92)	\$ -	\$ -	\$ (21,838.92)	completed
1 O & M		Wells	Input - Output blocks-back up	2011	105-160-615550	21717 & CIP/3WAT	Project	No	\$ (21,838.92)	\$ 741.00	\$ 741.00	\$ (22,579.92)	completed
1 O & M		WTP Site	Replace Main SCADA Computer	2012	105-160-615550	21717	O & M	No	\$ (22,579.92)	Est.	\$ -	\$ (22,579.92)	ACS in
1 O & M		WTP Site	SCADA Repair Pump #3 Softstart connect at Eastside	2012	105-160-615550	21717	O & M	No	\$ (23,079.92)	Est.	\$ 7,500.00	\$ (30,579.92)	ACS in
3 O & M		Reservoir	Repair Diesel Pump Controller at Westside	2012	105-160-615550	21717	O & M	No	\$ (34,579.92)	Est.	\$ 388.00	\$ (34,967.92)	ACS in
3 O & M		Reservoir	Repair Chlorine Tank Valve Indicator - Wes Tec	2012	105-160-615550	21717	O & M	No	\$ (34,967.92)	Est.	\$ -	\$ (34,967.92)	ACS in
4 O & M		NEW WTP-WESTEC	Repair Decant Pump - SCADA "Return" Controller	2012	105-160-615550	21717	O & M	No	\$ (34,967.92)	Est.	TBD	\$ -	ACS in
4 O & M		NEW WTP-WESTEC		2012	105-160-615550	21717	O & M	No	\$ 17,200.00	\$ 52,167.92	\$ 52,167.92	\$ (34,967.92)	DEFICIT
<b>TOTAL SUM: 105-160-618310</b>													
<b>EQUIPMENT REPAIR</b>													
<b>105-160-618310</b>													
3 O & M		CENTRAL CHEM RM	CHEMICAL FEED SYSTEM UPGRADE	2012	105-160-618310		Project	No	\$ -	Sub-AP Design	\$ -	\$ -	in process
2 O & M		CENTRAL CHEM RM	Aluminum Chlorhydrate Stg. Tank Leak - need repair	2012	105-160-618310	48957	O & M	No	\$ (48.00)	\$ 48.00	\$ 48.00	\$ (48.00)	completed
1 O & M		NEW WTP-WESTEC	SMART BOB - Salt Level indicator repair or replace	2012	105-160-618310		O & M	No	\$ (48.00)	\$ 5,318.27	\$ 5,318.27	\$ (5,366.27)	in process
1 O & M		NEW WTP-WESTEC	Chlorine Pump Repairs - Watson Marlow	2012	105-160-618310	48281	O & M	Yes	\$ (5,366.27)	\$ 125.31	\$ 125.31	\$ (5,491.58)	in process
1 O & M		NEW WTP-WESTEC	Chlorine Pump Repairs - Watson Marlow (ship to mfg.)	2012	105-160-618310	46427	O & M	No	\$ (5,491.58)	\$ 5.01	\$ 5.01	\$ (5,496.59)	completed
2 O & M		NEW WTP-WESTEC	Chlorine Storage Tank Leak Repair	2012	105-160-618310		O & M	No	\$ (5,496.59)	\$ 1,380.65	\$ 1,380.65	\$ (6,877.24)	completed
1 O & M		NEW WTP-WESTEC	Filter Diffuser & Sprayers Repair (Secure)	2012	105-160-618310	48283	Project	No	\$ (6,877.24)	\$ 57.22	\$ 57.22	\$ (6,934.46)	completed
1 O & M		NEW WTP-WESTEC	Sodium Hypochlorite Tank Project-transducer bridge	2012	105-160-618310		Project	No	\$ (6,934.46)	Sub-AP Design	\$ -	\$ (6,934.46)	in process
2 O & M		WTP Site	RAW WATER PIPELINE PROJECT (Chem Rm. To WTP)	2013	105-160-618310		O & M	No	\$ (6,934.46)	\$ 1,500.00	\$ 1,500.00	\$ (8,434.46)	in process
2 O & M		WTP Site	Repair Eastside Valve-transmission line (in driveway)	2011	105-160-618310	47224 & 46407	O & M	No	\$ (8,434.46)	\$ 446.88	\$ 446.88	\$ (8,881.34)	completed
1 O & M		WTP Site	Repairs for leak - sump pump-back stairs cave in	2011	105-160-618310	47242	O & M	Yes	\$ (8,881.34)	\$ 29.37	\$ 29.37	\$ (8,910.71)	completed
1 O & M		WTP Site	Clear Well Sprayer Repair	2011	105-160-618310	47249	O & M	No	\$ (8,910.71)	\$ 265.22	\$ 265.22	\$ (9,175.93)	completed
1 O & M		WTP Site	Guard on Air Compressor (located in pump rm)	2011	105-160-618310	44852	O & M	No	\$ (9,175.93)	\$ 77.89	\$ 77.89	\$ (9,253.82)	completed
1 O & M		WTP Site	Air System Check Valve Repair	2011	105-160-618310	46432	O & M	No	\$ (9,253.82)	\$ 155.80	\$ 155.80	\$ (9,409.62)	completed
1 O & M		WTP Site	#2 Check Valve Repair	2011	105-160-618310	21845	O & M	No	\$ (9,409.62)	\$ 8,300.00	\$ 8,300.00	\$ (17,709.62)	completed
1 O & M		WTP Site	Valve Repair - Clarifier influent	2011	105-160-618310		O & M	No	\$ (17,709.62)	\$ 179.98	\$ 179.98	\$ (17,889.60)	in process
1 O & M		WTP Site	Valve Repair - 36" clarifier wasteline	2011	105-160-618310	47729	O & M	Yes	\$ (17,709.62)	\$ 99.66	\$ 99.66	\$ (17,809.26)	completed
4 O & M		WTP Site	Repair broken Hose Bibs	2011	105-160-618310	47250 & 46430	O & M	No	\$ (17,889.60)	\$ 6,429.20	\$ 6,429.20	\$ (12,418.46)	completed
1 O & M		WTP Site	Repair Electrical Natural Gas Heat Unit Controller	2011	105-160-618310	21746	Project	Yes	\$ (17,989.26)	\$ 4,000.00	\$ 4,000.00	\$ (24,418.46)	completed
1 O & M		WTP Site	Turbidity Meter Main Control - Backup (DHS Required)	2011	105-160-618310	21746	Project	Yes	\$ (24,418.46)	\$ 3,200.00	\$ 3,200.00	\$ (31,618.46)	completed
1 O & M		WTP Site	Chlorine Analyzer Replacement - (DHS Required)	2011	105-160-618310	21746	Project	Yes	\$ (28,418.46)	\$ 6,716.94	\$ 6,716.94	\$ (35,135.46)	completed
1 O & M		WTP Site	Chlorine Analyzer Replacement - (DHS Required)	2011	105-160-618310	21746	Project	Yes	\$ (31,618.46)	\$ 834.76	\$ 834.76	\$ (32,453.22)	completed
1 O & M		WTP Site	RIVER INTAKE LINE VALVE BOX REPAIR	2012	105-160-618310	47712	Project	No	\$ (31,618.46)	\$ 947.75	\$ 947.75	\$ (32,566.21)	completed
1 O & M		WTP Site	Main Plant Generator Rpr Batteries-NW Power System	2011	105-160-618310	47511	O & M	Yes	\$ (39,170.16)	\$ 168.80	\$ 168.80	\$ (40,338.96)	completed
4 O & M		WTP Site-ER Power	Main Plant Generator Rpr-NW Power System	2011	105-160-618310	48299	O & M	Yes	\$ (40,117.91)	\$ 3,700.00	\$ 3,700.00	\$ (43,817.91)	completed
4 O & M		WTP Site-ER Power	Floculator Spray system repair	2012	105-160-618310	21708	O & M	No	\$ (40,286.71)	\$ 2,021.43	\$ 2,021.43	\$ (42,308.14)	completed
3 O & M		Old WTP	Floculator sprocket replacement #2	2012	105-160-618310	21432, 47246, 47230	Project	No	\$ (43,986.71)	\$ 4,228.08	\$ 4,228.08	\$ (48,214.79)	completed
4 O & M		Old WTP	Filter #3 Reinforcement	2011	105-160-618310	21642, 21450, 47723, 47743, 47749, 47740, 47729, 47724, 47739, 47717, 46421	Project	No	\$ (46,008.14)	\$ 9,472.60	\$ 9,472.60	\$ (55,480.74)	Pending
4 O & M		Old WTP	Filter #2 Reinforcement	2012	105-160-618310	48267, 21803	Project	No	\$ (50,236.22)	\$ 5,737.00	\$ 5,737.00	\$ (55,973.22)	completed
1 O & M		Clear Well-Pipe Gallery	ER Repair/Replace Filter Drain pipe pin hole & pipe segment	2012	105-160-618310	21931	Project	No	\$ (59,708.82)	\$ -	\$ -	\$ (59,708.82)	in process
1 O & M		Clear Well	Repair/Replace Pump #4 Backwash ClayVal	2012	105-160-618310		Project	No	\$ (65,445.82)	\$ 106.88	\$ 106.88	\$ (65,552.70)	completed
1 O & M		Clear Well	Repair/Replace Backwash & River/Waste Line	2011	105-160-618310	47739 & 47743	Project	No	\$ (65,445.82)	\$ 3,124.20	\$ 3,124.20	\$ (68,570.02)	completed
3 O & M		Clear Well	Floculator Sample Water Suction Line repair (pump)	2011	105-160-618310	44899	Project	Yes	\$ (65,445.82)	\$ 187.89	\$ 187.89	\$ (65,633.71)	completed
1 O & M		WTP Site	Pond #4 Submersible Pump	2012	105-160-618310	48282	O & M	Yes	\$ 51,687.91	\$ 1,844.61	\$ 1,844.61	\$ 53,532.52	completed
1 O & M		WTP Site	MicroChlor - Flow Meter	2012	105-160-618310	21432, 46420, 47233, 47246	O & M	Yes	\$ 51,687.91	\$ 1,844.61	\$ 1,844.61	\$ 53,532.52	completed
4 O & M		Old WTP	Filter #2 Reinforcement	2011	105-160-618310		Project	No	\$ 49,843.30	\$ 1,204.61	\$ 1,204.61	\$ 51,047.91	completed
4 O & M		Old WTP	Filter #2 Reinforcement - Brackets/Clamps	2011	105-160-618310	47233, 46420	Project	No	\$ 48,638.69	\$ 12,836.94	\$ 12,836.94	\$ 61,475.63	completed
1 O & M		Clear Well	Pump #4 replacement	2011	105-160-618310	21697 & 21707	Project	No	\$ 35,801.75	\$ 16,897.28	\$ 16,897.28	\$ 52,699.03	completed
2 O & M		Clear Well	Pump #1 -Rebuild	2011	105-160-618310	21869	Project	No	\$ 18,904.47	\$ -	\$ -	\$ 18,904.47	completed

WATER TREATMENT PLANT

BUDGET PERIOD 2011-13

PRIORITY RATING	CIP/ O&M	Project /Location	ITEM DESCRIPTION	Budget Year	GL #	PO #	PROJECT OR O & M	REPEATED EXPENSE Y/N	AMOUNT IN BUDGET	ACTUAL EXPENSE TO DATE	ESTIMATED COST	BUDGET DIFFERENCE	STATUS
2	O & M	Clear Well	Pump #2 Motor - Rebuild	2012	105-160-618310		Project	No	\$ 18,904.47	\$ 4,000.00	\$ 3,871.76	\$ 15,032.71	completed
1	O & M	Wells	Well #6 Electrical conduit & fixture repairs (Safety Hazard)	2011	105-160-618310	46405 & 46428	Project	No	\$ 15,032.71	\$ 94.95	\$ 94.95	\$ 14,937.76	completed
2	O & M	Canyon	Canyon Booster Station C2 (remove gas/Install Stg)	2012	105-160-618310		Project	No	\$ 14,937.76	\$ -	\$ -	\$ 14,937.76	in process
1	O & M	Eastside	Eastside Booster St.#2 Pump - Repairs	2012	105-160-618310		Project	No	\$ 14,937.76	\$ 1,260.00	\$ 1,260.00	\$ 13,677.76	completed
1	O & M	Eastside	Eastside Booster St.#2 Pump MOTOR - Repairs	2012	105-160-618310		Project	No	\$ 10,837.56	\$ 3,000.00	\$ 2,840.20	\$ 10,837.56	completed
1	O & M	Eastside	Eastside Booster St.#3 Pump - Repairs	2012	105-160-618310		Project	No	\$ 14,982.00	\$ 14,982.00	\$ 14,982.00	\$ (4,144.44)	completed
1	O & M	Eastside	Eastside Booster St.#3 Pump - MOTOR Repairs	2012	105-160-618310		Project	No	\$ (4,144.44)	\$ 6,000.00	\$ 5,819.43	\$ (9,963.87)	completed
1	O & M	Westside	Westside Booster St.#2 Pump - Rebuild	2012	105-160-618310	21781	Project	No	\$ (9,963.87)	\$ 14,950.00	\$ 14,950.00	\$ (2,491.387)	completed
1	O & M	WTP Site	Air Compressor (routine maintenance contract) Yorick	2011	105-160-618310	21684	O & M	Yes	\$ 15,000.00	\$ 1,237.69	\$ 1,237.69	\$ 13,762.31	completed
1	O & M	Old WTP	Flocculator Cross Collector Drive secondary gear box	2012	105-160-618310	21870 & 21373	Project	No	\$ 10,000.00	\$ 8,717.09	\$ 8,717.09	\$ 1,282.91	completed
3	O & M	WTP Site	Chlorine & Turb Analyzer Annual Service- (DHS Required)	2011	105-160-618310	21745	O & M	Yes	\$ 8,300.00	\$ 8,061.00	\$ 8,061.00	\$ 239.00	completed
1	O & M	WTP Site	Prison Chlorine Analyzer Backup- (DHS Required)	2011	105-160-618310	21746	Project	No	\$ 1,500.00	\$ 4,141.00	\$ 4,141.00	\$ (2,641.00)	completed
1	O & M	Prison							\$ 89,800.00		\$ 167,623.35	\$ (77,823.35)	DEFICIT
<b>TOTAL SUM:</b>									\$ 114,500.00		\$ 232,687.20	\$ (118,187.20)	DEFICIT
<b>GRAND TOTAL SUM:</b>													

**AGENDA REPORT**  
Oct. 15, 2012

TO: Mayor and City Council

FROM: Bob Walker, Public Works Director

THROUGH: Jay Henry, City Manager

**SUBJECT: RECTANGULAR RAPID FLASH BEACON (RRFB) BID AWARD  
2012-2013 ODOT BICYCLE AND PEDESTRIAN PROGRAM GRANT FUNDS  
WALKWAY/BIKEWAY PROJECT AGREEMENT NO. 27208, FOR ENHANCED PEDESTRIAN  
CROSSINGS AT THREE LOCATIONS  
SITE 1: SW 4<sup>TH</sup> AVENUE AND SW 7<sup>TH</sup> STREET – SKATE PARK  
SITE 2: SW 4<sup>TH</sup> AVENUE AND SW 24<sup>TH</sup> STREET – BOYS AND GIRLS CLUB  
SITE 3: NORTH OREGON STREET AND NW 8<sup>TH</sup> AVENUE – MALLARD’S CORNER**

DATE: October 8, 2012

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**SUMMARY:**

Attached are the following documents:

- Oregon Dept. of Transportation Bicycle and Pedestrian Program Grant Award Letter
- Walkway/Bikeway Project Agreement No. 27208, 2012-2013 Pedestrian and Bicycle Program Grant for Enhanced Pedestrian Crossings
- RRFB Bid Tabulation

Bids were due August 22, 2012 for the purchase of three RRFB systems for three locations in Ontario: Site 1: SW 4<sup>th</sup> Avenue and SW 7<sup>th</sup> Street – Skate Park; Site 2: SW 4<sup>th</sup> Avenue and SW 24<sup>th</sup> Street – Boys and Girls Club; and Site 3: North Oregon Street and NW 8<sup>th</sup> Avenue – Mallard’s corner. Request for quotes were sent to four companies who have been in contact with the City over the past year. The response was as follows:

<b>Company</b>	<b>Bid</b>
Northwest Signal (Oregon)	No Bid
Coral Sales (Oregon)	No Bid
Spot Devices (Nevada)	\$49,390.00
<i>Traffic Safety Supply (Oregon)</i>	<i>\$43,508.00</i>

At the Sept. 17, 2012 City Council meeting, staff was asked to set out traffic barrels or cones and review the impact it has on drivers who are driving in the center lane. There appears to be little impact at the N. Oregon Street/NW 8<sup>th</sup> Street location, as drivers are slowing with enough time to turn left (south) on NW 8<sup>th</sup> Street.

The barrels on SW 4<sup>th</sup> Avenue at SW 7<sup>th</sup> Street are situated so as not to prohibit left (south) turning movements into the Rite Aid, and bus drivers are not turning left (north) onto SW 7<sup>th</sup> Street SW 4<sup>th</sup> Avenue.

The barrels on SW 4<sup>th</sup> Avenue at SW 24<sup>th</sup> Street are situated so as not to prohibit left (south) turning movements into the parking lot nearest Lindsay Ecowater, and a majority of the parents who are dropping off or picking up children at the Four Rivers Charter School are utilizing the trailer park driveway to the west, increasing the distance between the Charter School entrance and the departing school traffic, while at the same time lengthening the center lane for driving.

**PREVIOUS COUNCIL ACTION:**

Apr 18, 2011 City Council approves Intergovernmental Walkway/Bikeway Project Agreement No. 27208, 2012-2013 Pedestrian and Bicycle Program Grant for Ontario Enhanced Pedestrian Crossings between the City of Ontario and the State of Oregon.

Aug 30, 2012 City Council requests an update on the RRFB project.

Sep 17, 2012 City Council postpones bid award for 30 days.

**BACKGROUND:**

This agreement provides for funding Rapid Flash Beacons at three mid-block crosswalk locations. Funds are being provided by the State of Oregon in the amount of \$207,680 and the City shall provide a match in the amount of \$32,300 in the form of removal and replacement of sidewalk, ADA detectable warning ramps, curb and gutter, center lane medians and asphalt.

This summer, the Public Works Committee asked City staff to make contact with all immediate property owners and tenants at all three locations. The response was mostly favorable.

**FINANCIAL IMPLICATIONS:**

This agreement authorizes up to \$207,680 of grant funds for the specialized pedestrian crossings. The City's share is \$32,300 either in kind or funded from the Bike Path/Pedestrian Reserve Fund.

**RECOMMENDATION:**

Staff recommends bid award to Traffic Safety Supply, located in Portland, Oregon.

**PROPOSED MOTION:**

I move the City Manager be signatory to an agreement with Traffic Safety Supply, located in Portland, Oregon, the lowest, responsive and responsible bidder, in the amount of \$43,508.00, for three RRFB crosswalk systems.



# Oregon

Theodore R. Kulongoski, Governor

## Department of Transportation

Bicycle & Pedestrian Program

4040 Fairview Industrial Dr., MS#5

Salem, OR 97302-1142

Telephone (503) 986-3555

<http://www.oregon.gov/ODOT/HWY/BIKEP/ED/index.shtml>

November 16, 2010

Dawn Eden  
Engineering Tech  
444 SW 4<sup>th</sup> Street  
Ontario, OR 97914

Subject: ODOT Pedestrian and Bicycle Program 2012-2013 Grant Program Application

Project: Rapid Flashing Beacons (Southwest 4<sup>th</sup> St. and North Oregon St.)  
State share: \$207,680.00  
Your share: \$32,300.00

I am pleased to inform you that the Oregon Bicycle and Pedestrian Advisory Committee has approved your request for a bikeway/walkway grant, at the funding level shown above, with the following conditions: Median island required at all crossing locations

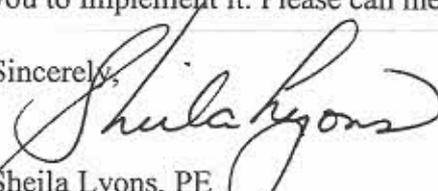
You will be sent an Intergovernmental Agreement for your signature; the IGA will have the following requirements:

1. The first half of the grant (\$207,680.00) will be available July 1, 2011; you must submit a written request for the first half. Design work may begin sooner but would not be considered an eligible grant expense.
2. A set of plans must be submitted to the Bicycle and Pedestrian Program Office for approval before any construction work begins. Projects located on ODOT owned right of way must obtain a permit for work on a state highway thru the ODOT local District office. All design elements are required to comply with the 1995 Oregon Bicycle and Pedestrian Plan.
3. Work should be completed by October 31, 2012 (a later date may be chosen by mutual agreement).
4. Final payment will be released upon completion of the project and inspection by the Bicycle and Pedestrian Program office or an ODOT representative.

Any work on the project started before the Inter-governmental Agreement (IGA) has been signed will be at your expense. We cannot pay for work completed prior to a fully executed IGA. This process should be completed by June 30, 2011.

This project will serve local bicyclists and pedestrians well. We look forward to working with you to implement it. Please call me if you have any questions.

Sincerely,

  
Sheila Lyons, PE  
Bicycle and Pedestrian Program Manager

**WALKWAY/BIKEWAY PROJECT AGREEMENT  
2012-2013 Pedestrian and Bicycle Program Grant  
Ontario Enhanced Pedestrian Crossings**

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

**RECITALS**

1. North Oregon Street (Business Route US 30), SW 4<sup>th</sup> Avenue, SW 7<sup>th</sup> Street, SW 12<sup>th</sup> Street and NW 8<sup>th</sup> Street are part of the street system under jurisdiction and control of Agency.
2. By the authority granted in Oregon Revised Statute (ORS) 366.514, funds received from the State Highway Trust Fund are to be expended by the State and the various counties and cities for the establishment of footpaths and bicycle trails. For purposes of Article IX, Section 3(a), of the Oregon Constitution, the establishment and maintenance of such footpaths and bicycle trails are for highway, road, and street purposes when constructed within the public right of way.
3. By the authority granted in ORS 190.110, 366.572 and 366.576, State may enter into cooperative agreements with counties, cities and units of local governments for the performance of work on certain types of improvement projects with the allocation of costs on terms and conditions mutually agreeable to the contracting parties.
4. State established a Pedestrian and Bicycle Program fund in the Statewide Transportation Improvement Program (STIP) to meet the minimum requirement of one (1) percent of State Highway funds to be spent on Pedestrian and Bicycle facilities. The 2010-13 STIP programs \$24.58 million for the Pedestrian and Bicycle Program, allocated to three (3) programs: Grants, Sidewalk Improvement Programs and Quick Fixes.

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

**TERMS OF AGREEMENT**

1. Under such authority, State and Agency agree to design and construct three crossing improvements, including concrete median islands, striped crosswalks and pedestrian activated flashing beacons, hereinafter referred to as "Project." The location of the

Project is approximately as shown on the sketch map attached hereto, marked "Exhibit A," and by this reference made a part hereof.

2. Agency has determined that the actual total cost of the Project is estimated to be \$239,980.00. State shall fund the Project in an amount not to exceed \$207,680.00. Agency shall provide a match in the amount of \$32,300.00 and shall be responsible for any portion of the Project which is not covered by State funding.
3. The work is to begin upon execution of this Agreement by all Parties and be completed no later than October 31, 2013. This Agreement shall terminate upon completion of construction and final payment, or five calendar years from date of final signature of this Agreement, whichever is sooner, unless extended by a fully executed amendment. Maintenance responsibilities shall survive any termination of this Agreement.

#### **AGENCY OBLIGATIONS**

1. Agency shall notify State when it is prepared to proceed with the development of Project to initiate State's initial fifty (50) percent deposit, as listed under State Obligations, Paragraph 2.
2. Agency shall conduct the necessary field surveys, prepare plans and contract documents, advertise for bid proposals, award all contracts, and supervise construction of the Project.
3. Agency shall submit a copy of the plans and specifications to State through the State's Pedestrian and Bicycle Program Manager for review and concurrence prior to advertising for a construction contract or prior to construction, if Agency forces will perform the construction work. Concurrence must be received from State prior to proceeding with the Project. The Project design, signing, and marking shall be in conformance with the current Oregon Bicycle and Pedestrian Plan and shall comply with the most current Americans with Disabilities (ADA) guidelines.
4. Agency shall, upon completion of Project, submit to State Pedestrian and Bicycle Program Manager an itemized statement of the final actual total cost of the Project.
5. Agency shall comply with all federal, state, and local laws, regulations, executive orders and ordinances applicable to the work under this Agreement, including, without limitation, the provisions of ORS 279C.505, 279C.515, 279C.520, 279C.530 and 279B.270 incorporated herein by reference and made a part hereof; Without limiting the generality of the foregoing, Agency expressly agrees to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Title V and Section 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

6. Agency shall not enter into any subcontracts for any of the work scheduled under this Agreement without obtaining prior written approval.
7. If Agency enters into a construction contract for performance of work on the Project, then Agency will require its contractor to provide the following:
  - a. Contractor shall indemnify, defend and hold harmless State from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever resulting from, arising out of, or relating to the activities of Contractor or its officers, employees, sub-contractors, or agents under the resulting contract.
  - b. Contractor and Agency shall name State as a third party beneficiary of the resulting contract.
  - c. Commercial General Liability. Contractor shall obtain, at Contractor's expense, and keep in effect during the term of the resulting contract, Commercial General Liability Insurance covering bodily injury and property damage in a form and with coverages that are satisfactory to State. This insurance will include personal and advertising injury liability, products and completed operations. Coverage may be written in combination with Automobile Liability Insurance (with separate limits). Coverage shall be written on an occurrence basis. If written in conjunction with Automobile Liability, the combined single limit per occurrence will not be less than \$1,000,000 for each job site or location. Each annual aggregate limit shall not be less than \$2,000,000.
  - d. Automobile Liability. Contractor shall obtain, at Contractor's expense, and keep in effect during the term of the resulting contract, Commercial Business Automobile Liability Insurance covering all owned, non-owned, or hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits). Combined single limit per occurrence will not be less than \$1,000,000.
  - e. Additional Insured. The liability insurance coverage, except Professional Liability, Errors and Omissions, or Workers' Compensation, if included, required for performance of the resulting contract will include State and its divisions, officers and employees as Additional Insured but only with respect to the Contractor's activities to be performed under the resulting contract. Coverage will be primary and non-contributory with any other insurance and self-insurance.
  - f. Notice of Cancellation or Change. There shall be no cancellation, material change, potential exhaustion of aggregate limits or non-renewal of insurance coverage(s) without thirty (30) days written notice from

Contractor or its insurer(s) to State. Any failure to comply with reporting provisions of this clause will constitute a material breach of the resulting contract and will be grounds for immediate termination of the resulting contract and this Agreement.

8. Agency shall require its contractor(s) and subcontractor(s) that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the State of Oregon, Oregon Transportation Commission and its members, Department of Transportation and its officers, employees and agents from and against any and all claims, actions, liabilities, damages, losses, or expenses, including attorneys' fees, arising from a tort, as now or hereafter defined in ORS 30.260, caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Agency's contractor or any of the officers, agents, employees or subcontractors of the contractor( "Claims"). It is the specific intention of the Parties that the State shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the State, be indemnified by the contractor and subcontractor from and against any and all Claims.
9. Any such indemnification shall also provide that neither the Agency's contractor and subcontractor nor any attorney engaged by Agency's contractor and subcontractor shall defend any claim in the name of the State of Oregon or any agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without the prior written consent of the Oregon Attorney General. The State of Oregon may, at anytime at its election assume its own defense and settlement in the event that it determines that Agency's contractor is prohibited from defending the State of Oregon, or that Agency's contractor is not adequately defending the State of Oregon's interests, or that an important governmental principle is at issue or that it is in the best interests of the State of Oregon to do so. The State of Oregon reserves all rights to pursue claims it may have against Agency's contractor if the State of Oregon elects to assume its own defense.
10. Agency shall be responsible for all costs not covered by State funding. State funding is limited to \$207,680.00.
11. Agency shall be responsible for all costs and expenses related to its employment of individuals to perform the work under this Agreement, including but not limited to, retirement system contributions, workers' compensation, unemployment taxes, and state and federal withholdings.
12. Agency acknowledges and agrees that State, the Oregon Secretary of State's Office, the federal government, and their duly authorized representatives shall have access to the books, documents, papers, and records of Agency which are directly pertinent to the specific Agreement for the purpose of making audit, examination, excerpts, and transcripts for a period of six (6) years after final payment. Copies of applicable records shall be made available upon request. Payment for costs of copies is reimbursable by State.

13. Agency certifies and represents that the individual(s) signing this Agreement has been authorized to enter into and execute this Agreement on behalf of Agency, under the direction or approval of its governing body, commission, board, officers, members or representatives, and to legally bind Agency.
14. All employers, including Agency, that employ subject workers who work under this Agreement in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage unless such employers are exempt under ORS 656.126. Agency shall ensure that each of its subcontractors complies with these requirements.
15. Agency shall, upon completion of Project, maintain the Project at its own cost and expense, and in a manner satisfactory to State.
16. Agency's Project Manager for this Project is Dawn Eden, Engineering Tech, 444 SW 4th Street, Ontario, OR 97914, 541-881-3237, or assigned designee upon individual's absence. Agency shall notify the other Party in writing of any contact information changes during the term of this Agreement.
17. During project construction, Agency shall post signs that credit funding by a Grant from the Oregon Department of Transportation – Pedestrian and Bicycle Program.
18. Agency shall obtain pedestrian and bicycle traffic counts in the Project area prior to construction of Project and at a similar time of year after completion of Project construction. Agency shall provide State copies of count data.

#### **STATE OBLIGATIONS**

1. State's Pedestrian and Bicycle Program shall review and must concur in the plans prepared by Agency before the Project is advertised for a construction contract or before construction begins if Agency forces shall perform the work. State's Pedestrian and Bicycle Program office shall process all invoices submitted by Agency.
2. Upon receipt of notification that the Agency is prepared to proceed with the development of Project, State shall deposit with Agency the sum of \$103,840.00, such amount being equal to fifty (50) percent of the State's share of the estimated Project costs. Upon completion of Project, inspection and approval by State staff, and receipt from Agency of an itemized statement of the actual total cost of the Project, State shall deposit with Agency a final payment, the sum of \$103,840.00, such amount being equal to fifty (50) percent of the State's share of the estimated Project costs. When added to the initial deposit, the final deposit will equal the State's share of the originally estimated Project cost of \$239,980.00. Should final Project costs exceed the original estimate, extra costs shall be borne by Agency; the maximum amount of State reimbursement is \$207,680.00. If final Project costs are less than the original estimate, State shall deposit with Agency a final payment in an amount which, when

added to the initial deposit, would equal the State's proportionate share of the originally estimated costs, based on a percentage calculated using State share and local match.

3. State certifies, at the time this Agreement is executed, that sufficient funds are available and authorized for expenditure to finance costs of this Agreement within State's current appropriation or limitation of current biennial budget.
4. State's Project Manager for this Project is Sheila Lyons, Pedestrian and Bicycle Program Manager, 4040 Fairview Industrial Drive SE MS # 5, Salem OR 97302, 503-986-3555, Sheila.A.Lyons@odot.state.or.us, or assigned designee upon individual's absence. State shall notify the other Party in writing of any contact information changes during the term of this Agreement.

### **GENERAL PROVISIONS**

1. This Agreement may be terminated by mutual written consent of both Parties.
2. State may terminate this Agreement effective upon delivery of written notice to Agency, or at such later date as may be established by State, under any of the following conditions:
  - a. If Agency fails to provide services called for by this Agreement within the time specified herein or any extension thereof.
  - b. If Agency fails to perform any of the other provisions of this Agreement, or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms, and after receipt of written notice from State fails to correct such failures within 10 days or such longer period as State may authorize.
  - c. If Agency fails to provide payment of its share of the cost of the Project.
  - d. If State fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow State, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement.
  - e. If federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the work under this Agreement is prohibited or State is prohibited from paying for such work from the planned funding source.
3. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination. If any funds are remaining from the advance deposit, they shall be refunded to State.

4. If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against State or Agency with respect to which the other Party may have liability, the notified Party must promptly notify the other Party in writing of the Third Party Claim and deliver to the other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by a Party of the notice and copies required in this paragraph and meaningful opportunity for the Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to that Party's liability with respect to the Third Party Claim.
5. With respect to a Third Party Claim for which the State is jointly liable with the Agency (or would be if joined in the Third Party Claim ), the State shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the Agency in such proportion as is appropriate to reflect the relative fault of the State on the one hand and of the Agency on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the State on the one hand and of the Agency on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. The State's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if the State had sole liability in the proceeding.
6. With respect to a Third Party Claim for which the Agency is jointly liable with the State (or would be if joined in the Third Party Claim), the Agency shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the State in such proportion as is appropriate to reflect the relative fault of the Agency on the one hand and of the State on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the Agency on the one hand and of the State on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. The Agency's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.

7. The Parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.
8. This Agreement may be executed in several counterparts [facsimile or otherwise] all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.
9. This Agreement and attached exhibits constitute the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either Party unless in writing and signed by both Parties and all necessary State approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of a Party to enforce any provision of this Agreement shall not constitute a waiver by a Party of that or any other provision.

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

The Oregon Transportation Commission on May 20, 2009 approved Delegation Order No. 3, which authorizes the Director and Deputy Director, Highways to approve and execute all agreements pertaining to OTC approved local grant program agreements for bicycle and pedestrian projects.

On July 7, 2005 the Director and Deputy Director, Highways approved Subdelegation Order No. 4, in which the Director and Deputy Director, Highways, delegates authority to the Technical Services Manager/Chief Engineer to approve and execute all agreements pertaining to OTC approved local grant program agreements for bicycle and pedestrian projects.

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**Signature Page to Follow**

State / City of Ontario  
Agreement No. 27208

CITY OF ONTARIO, by and through its  
elected officials

By [Signature]

Date May 2, 2011

By \_\_\_\_\_

Date \_\_\_\_\_

APPROVED AS TO LEGAL  
SUFFICIENCY

By [Signature]  
City Counsel

Date 5/4/2011

Agency Contact:

Dawn Eden

Engineering Tech

444 SW 4th Street

Ontario, OR 97914

541-881-3237

dawn.eden@ontariooregon.org

State Contact:

Sheila Lyons, PE, ODOT Pedestrian &

Bicycle Program Manager

4040 Fairview Industrial Drive SE MS #5

Salem OR 97302

503-986-3555

Sheila.A.Lyons@odot.state.or.us

STATE OF OREGON, by and through  
its Department of Transportation

By [Signature]

Technical Services Manager/Chief  
Engineer

Date 5-18-11

APPROVAL RECOMMENDED

By [Signature]

Pedestrian/Bicycle Program Manager

Date 17 May '11

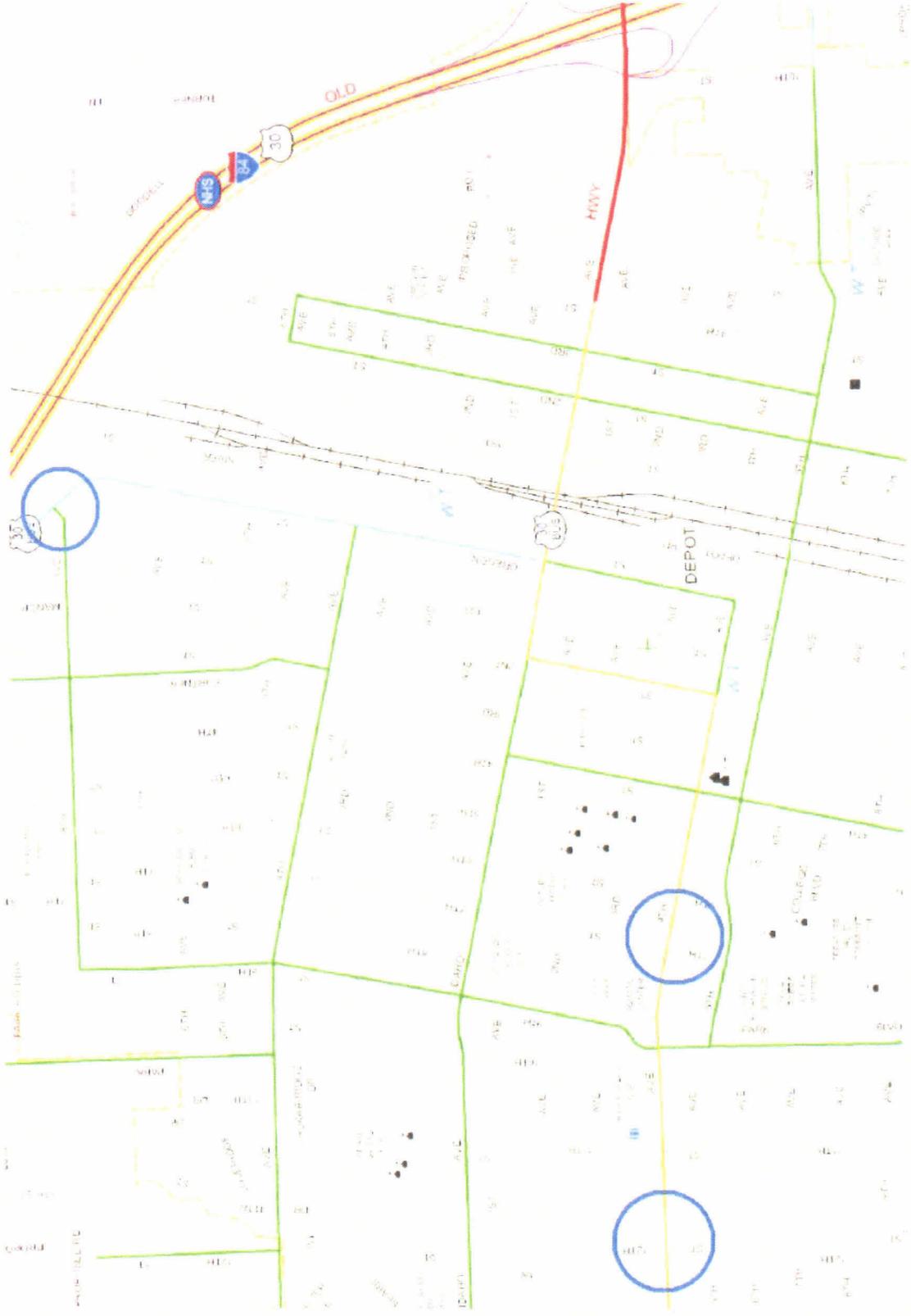
APPROVED AS TO LEGAL  
SUFFICIENCY

By [Signature]

Assistant Attorney General

Date: 5/11/11

Exhibit A





# City of Ontario

444 SW 4th Street  
Ontario, OR 97914

## Equipment Purchase Bid or Quote Tracking Form

Item: 13STR-02 PED Grant - RRFB Item On State Bid List? Yes  No

City Representative: Bret Turner Budgeted Amount: \$109,400.00

Date: 08/22/12 Line Item: 010-038-714171 \$207,680 (Grant Fund)  
Line Item: 055-115-714171 \$32,300 (Bike Path)

Vendor #1 Name: Northwest Signal

Contact Person: Jon Meusch Email: jon.meusch@nwsignal.com

First Attempt: Contact Date: 8/8/12 Contact Time: 11:19 AM Response? Yes  No

Second Attempt: Contact Date: \_\_\_\_\_ Contact Time: \_\_\_\_\_ Response? Yes  No

Bid Attached? Yes  No  Verbal Quote?  Written Quote?  Amount: n/a

Vendor #2 Name: Coral Sales

Contact Person: Kristen Umbras Email: kristen@coralsales.com

First Attempt: Contact Date: 8/8/12 Contact Time: 11:19 AM Response? Yes  No

Second Attempt: Contact Date: \_\_\_\_\_ Contact Time: \_\_\_\_\_ Response? Yes  No

Bid Attached? Yes  No  Verbal Quote?  Written Quote?  Amount: n/a

Vendor #3 Name: Spot Devices

Contact Person: Dustin Hinds Email: dustinh@spotdevices.com

First Attempt: Contact Date: 8/8/12 Contact Time: 11:19 AM Response? Yes  No

Second Attempt: Contact Date: \_\_\_\_\_ Contact Time: \_\_\_\_\_ Response? Yes  No

Bid Attached? Yes  No  Verbal Quote?  Written Quote?  Amount: \$49,390.00

Vendor #4 Name: Traffic Safety Supply

Contact Person: Amy Sanchez Email: asanchez@tssco.com

First Attempt: Contact Date: 8/8/12 Contact Time: 11:19 AM Response? Yes  No

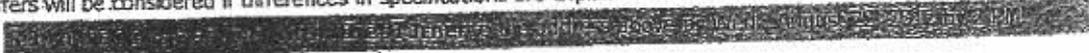
Second Attempt: Contact Date: \_\_\_\_\_ Contact Time: \_\_\_\_\_ Response? Yes  No

Bid Attached? Yes  No  Verbal Quote?  Written Quote?  Amount: \$43,508.00

**CITY OF ONTARIO  
Request for Quotation  
Inquiry Only - This Is Not an Order**

Requested By: **Bret Turner** Date: **8/6/2012**  
 City of Ontario Phone No.: **541-889-8572**  
 444 SW 4th Street Fax: **541-889-3488**  
 Ontario OR 97914

On this form, please quote your best price, terms, and delivery on the items described below.  
 Substitute offers will be considered if differences in specifications are explained on this form or submit separate letter.



**Vendor Information/Quotation Information**

Vendor: **Spot Devices**

Name/Signature: **Thomas Burnham**   
 Official Title: **Vice President, Services**  
 Date: **8/21/12** Terms: **Net 30**  
 F.O.B.: **Factory** Shipment Via: **Best Way**  
 Shipping Weight: **2300 lbs.** Date Shipment can be Made: **6-8 weeks ARO**  
 Shipping not included. Estimated shipping cost \$1450

Quantity	Description	Unit Price	Amount
L.S.	Rectangular Rapid Flash Beacons - three locations plus one advanced warning beacon	\$49,390.00	\$49,390.00

**CITY OF ONTARIO  
Request for Quotation  
Inquiry Only - This Is Not an Order**

Requested By: Bret Turner Date: 8/6/2012  
 City of Ontario Phone No.: 541-889-8572  
 444 SW 4th Street Fax: 541-889-3488  
 Ontario OR 97914

On this form, please quote your best price, terms, and delivery on the items described below.  
 Substitute offers will be considered if differences in specifications are explained on this form or submit separate letter.  
 Return the completed form Attn: Bret Turner to the address above by Wed., August 22, 2012 by 2 PM.

**Vendor Information/Quotation Information**

Vendor: Traffic Safety Supply Co.

Name/Signature: Arny Sanchez (Arny Cherns)  
 Official Title: Sales Representative  
 Date: August 21, 2012 Terms: Net 30  
 F.O.B.: Ontario, OR Shipment Via: Truck  
 Shipping Weight: 2000 lbs Date Shipment can be Made: 30 days from acceptance

Quantity	Description	Unit Price	Amount
L.S.	Rectangular Rapid Flash Beacons - three locations plus one advanced warning beacon	\$43,508	\$43,508 <sup>00</sup>

\* Please see attached letter along with specifications for items provided in bid.