

AGENDA
CITY COUNCIL - CITY OF ONTARIO, OREGON

October 18, 2010, 7:00 p.m., M.T.

1) Call to order

A) Roll Call: Norm Crume ___ Charlotte Fugate ___ John Gaskill ___
Susann Mills ___ David Sullivan ___ Ron Verini ___
Joe Dominick ___

2) Pledge of Allegiance

This Agenda was posted on Wednesday, October 13, 2010, and a study session was held on Thursday, October 14, 2010. Copies of the Agenda are available at the City Hall Customer Service Counter and on the city's website at www.ontariooregon.org.

3) Motion to adopt the entire agenda

4) Consent Agenda: Motion Action Approving Consent Agenda Items

A) Approval of Minutes of Regular Meeting of 10/04/10 1-8
B) Approval of Minutes of Special Session of 09/30/10 9
C) Liquor License Application-New Outlet (El Jalisciense Night Club) 10
D) Ordinance #2650-2010: Annexation and Rezone of Property (Presbyterian Community Care Center)
2431 NW 4th Avenue - UGA Residential to RM-10 High Density Residential (Final Reading) 11-17
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) New Business

A) Bid Award - City Hall HVAC and Lighting Upgrade Project: Hobson Fabricating Corp 18-20
B) Approval of Cooperative Improvement Agreement between City of Ontario and ODOT Authorized through the Jobs and Transportation Act of 2009 (HB 2001) for Signal Upgrades and Lane Modifications at East Idaho and East Lane, and Resurfacing of East Idaho Avenue between the Snake River and NE 4th Street 21-37

7) Topics for Discussion:

A) CH2M-Hill: Seismic Evaluation Report
B) Creation of a Drug/Gang Task Force

8) Correspondence, Comments and Ex-Officio Reports

9) Executive Session: Thursday

A) ORS 192.660(2)(i)
B) ORS 192.660(2)(h)
C) ORS 192.660(2)(e)

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.

**COUNCIL MEETING MINUTES
October 4, 2010**

The regular meeting of the Ontario City Council was called to order by Mayor Joe Dominick at 7:00 p.m. on Monday, October 4, 2010, in the Council Chambers of City Hall. Council members present were Norm Crume, Joe Dominick, Charlotte Fugate, John Gaskill, Susann Mills, David Sullivan, and Ronald Verini.

Members of staff present were Henry Lawrence, Tori Barnett, Larry Sullivan, Mark Alexander, Alan Daniels, David Richey, and camera operator Hailey Skinner.

Visiting Cub Scout Graydon Lea led everyone in the Pledge of Allegiance.

AGENDA

Ronald Verini moved, seconded by John Gaskill, to adopt the Agenda as presented. Roll call vote: Crume-yes; Fugate-yes; Gaskill-yes; Mills-yes; Sullivan-yes; Verini-yes; Dominick-yes. Motion carried 7/0/0.

CONSENT AGENDA

Susann Mills moved, seconded by Norm Crume, to approve Consent Agenda Item A: Approval of Minutes of regular meeting of 09/20/2010; Item B: Proclamation: Oregon Days of Culture; and Item C: Approval of the Bills. Roll call vote: Crume-yes; Fugate-yes; Gaskill-yes; Mills-yes; Sullivan-yes; Verini-yes; Dominick-yes. Motion carried 7/0/0.

The Mayor read the Proclamation into the record:

- Whereas, Culture draws us together in common purposes, understanding, and celebration; and
- Whereas, Oregon's 1,300 arts, heritage and humanities nonprofits - museums, libraries, theaters, historical societies, arts centers and heritage sites - are the heart of our communities; and
- Whereas, The Oregon Culture Trust presents Oregon Days of Culture, October 1-8, during National Arts and Humanities month, to encourage Oregonians to Celebrate! Participate! And Give! To Oregon culture; and
- Whereas, October 8, 2010 marks the 8th anniversary of Oregon's innovative cultural tax credit, encouraging new public and private investment in Oregon culture; and
- Whereas, The Oregon Cultural Trust is a smart public policy, like vote-by-mail, the bottle and beach bills, that make Oregon a proud thought-leader nationwide; and
- Whereas, Supporting culture, by giving to cultural nonprofits and to the Oregon Cultural Trust, is vital to preserving the past, sustaining the present, and creating the future.

Now, therefore, be it resolved that I, Joe Dominick, Mayor of the City of Ontario, do hereby proclaim October 1-8, 2010, as Oregon Days of Culture in Ontario and call upon citizens during the 8-day period to participate in Oregon culture, to celebrate its vibrancy and depth, and to give to the arts, heritage, and humanities to ensure their future vitality.

Mayor Dominick presented a Mayor's Certificate of Appreciation to Roger Smith for his leadership in putting together the Ontario Air Faire.

OLD BUSINESS

Ordinance #2648-2010: Amend OMC 7-1 re: Nuisance Provisions (1st Reading)

Mark Alexander, Interim Police Chief, stated the Police Department wanted to amend Ontario Municipal Code Chapter 1, Title 7, by adding three weeds to the list of noxious weeds and changing all reference to a 14-day abatement period to a 10-day abatement period.

In December, 2009, the Council amended the nuisance ordinance to include a list of noxious weeds and to shorten the period for a nuisance abatement from 14 days to 10 days. During the Council study session of September 2, 2010, staff tabled this proposed ordinance change in order to gain further information before proceeding. On September 19, 2010, Council passed Ordinance #2648-2010 on First Reading.

The 2009 changes were a result of a review of the current nuisance ordinance, whereby staff noted that the existing ordinance only allowed the city to abate weeds that exceeded 10 inches in height, leaving no ability to abate noxious weeds that were low-growing. The City consulted with the County Weed Department and developed a list of eight noxious weeds growing within the City. The City Ordinance Office has now identified three additional noxious weeds, which need to be added to the existing list, specifically Purple Loosestrife (*Lythrum Salicaria*), Yellow Starthistle (*Centaurea Solstitialis L*) and Rush Skeleton (*Chondrilla Juncea*). While the ordinance does allow the Council to modify the weeds list by resolution, because there were other proposed changes to the resolution, it was believed best to incorporate the additional three weeds into the ordinance at this time.

Also in December of 2009, staff recommended to the Council to alter the time given a property owner to abate a nuisance property be extended from 10 days to 14, giving the Ordinance Officer the opportunity to notice a property owner by posting the property and not mailing a certified letter. It has not been the practice of the department to do that, and there were no plans to begin to. The primary reason for not mailing certified letters was purely financial; however, not mailing certified letters could result in problems for the City when trying to prove that notice was served.

With regard to the period of time for abatement, ten days had historically given the property owner enough time to receive the notice and take action. The department would like any reference to a 14-day period to abate a nuisance by changed back to the 10-day period.

David Sullivan moved, seconded by Charlotte Fugate, to adopt Ordinance #2648-2010, AN ORDINANCE AMENDING ONTARIO MUNICIPAL CODE TITLE 7, CHAPTER 1, ADDING NEW PROVISIONS AND REPEALING OTHER PROVISIONS, on Second and Final Reading by Title Only. Roll call vote: Crume-yes; Fugate-yes; Gaskill-yes; Mills-yes; Sullivan-yes; Verini-yes; Dominick-yes. Motion carried 7/0/0.

NEW BUSINESS

Resolution #2010-148: Accept Amendment #1 of Connect Oregon II Grant Agreement #24941 for the Ontario Airport Pavement Improvement Project

Alan Daniels, Airport Manager, stated the City of Ontario was awarded an unfunded grant from the Connect Oregon II program, as part of the Multimodal Transportation Fund Program of 2007. The project was approved without funding in an effort to allow the City to utilize FAA matching funds available for the City's airport. Funding for the City's project had been awarded thru the Connect Oregon III grant program; however, staff would continue to work with the July 2009 Grant Agreement so that all FAA funds expended since that time could be counted as project match on the City's behalf. Accordingly, the Council was presented with Amendment Number 01 for approval, which brought the Connect Oregon II project up to Connect Oregon III standards.

In February, 2009, the Council Accepts FAA Grant for Project #3-41-0044-008 for \$124,168 thru Resolution #2009-104; in July 2009, the Council approved the contract with Kimley-Horn for \$60,030 for project design start up, the contract with USKH for Independent Review of Kimley-Horn Pricing, and the ODOT Connect Oregon Agreement #24941 dated July 8, 2009, which allowed the City to begin FAA funded work prior to accepting the Connect Oregon grant. In November, 2009, the Council approved the Connect Oregon 3 Application. In March, 2010, the Council approved the contract increase with Kimley-Horn from \$60,030 to \$124,168 for additional project design work. In September, 2010, the Council accepted FAA Grant #3-41-0044-009 for \$168,913 thru Resolution 2010-147.

During the winter of 2007, the City of Ontario applied for Connect Oregon II funds for the runway rehabilitation and apron rehabilitation/expansion project for the Ontario Municipal Airport. While waiting to be moved into a funded position on the Connect Oregon II project, the City reapplied for the same project under the Connect Oregon III funding cycle. Staff was notified that the City's grant request had been funded under the Connect Oregon III funding cycle, and the Council was being asked to accept Grant Agreement Amendment Number 01 to accept the funding.

The overall project budget approved by the Connect Oregon III Grant was approximately \$4,457,970. The Connect Oregon III grant award was for a total of \$3,566,376, or 80% of the overall project budget, which left the City's matching portion a total of \$891,594, or 20%, of the total project budget. With respect to the City's \$891,594 Connect Oregon III match, the City had leveraged FAA grant funds that would amount to approximately 95% of the total City match, or \$847,014. The FAA grant funding would be issued in several smaller project grants over the course of the project. The City already accepted two FAA grants for this project in the amounts of \$124,168 and \$168,913, used for engineering work on the project. The City budgeted its required match for the two FAA projects, a total of \$15,440.

The final FAA grant, anticipated to be \$553,933, would come some time after January 2011, and the remaining City match of \$29,140 would be requested from the General Fund contingency at that time to complete that piece of the project. The \$3,566,376 in Connect Oregon grant revenue was proposed to be budgeted within the City's Grant Fund. The remainder of the required grant match funds would be budgeted with the approval of the next FAA Grant, anticipated to be \$553,933, which would require an additional \$29,140 in matching funds being reallocated from General Fund Contingency to a General Fund transfer to the Grant Fund. City Staff would manage the grant project and those costs are not reimbursable thru this grant project.

John Gaskill moved, seconded by Ronald Verini, to pass Resolution #2010-148: A RESOLUTION ACCEPTING AMENDMENT NUMBER 01 OF CONNECT OREGON II GRANT AGREEMENT NO. 24941 FOR THE ONTARIO AIRPORT PAVEMENT IMPROVEMENT PROJECT. Roll call vote: Crume-yes; Fugate-yes; Gaskill-yes; Mills-yes; Sullivan-yes; Verini-yes; Dominick-yes. Motion carried 7/0/0.

Resolution #2010-149: Receive the ODOT Connect Oregon Grant for Ontario Municipal Airport and Appropriating Revenue and Expense Budgets within the City's Grant Fund

Alan Daniels, Airport Manager, stated this resolution would acknowledge receipt and authorize expenditure of a Connect Oregon grant in the amount of \$3,566,377 for the Ontario Airport Pavement Improvement Project.

In February, 2009, the Council accepted an FAA grant for Project #3-41-0044-008 for \$124,168. In July, 2009, the Council approved a contract with Kimley-Horn for \$60,303 for project design start-up, and contract with USKH for an independent review of the Kimley-Horn pricing. In March, 2010, the Council approved a contract increase with Kimley-Horn from \$60,030 to \$124,168 for additional project design work. In September 2010, the Council accepted FAA grant #3-41-0044-009 for \$168,913. In October, 2010, the Council accepted the ODOT Connect Oregon grant through Agreement #24941, Amendment Number 01.

The City of Ontario applied for and was awarded a Connect Oregon Grant in the amount of \$3,566,377 to be used on the Ontario Airport Pavement Improvement Project. This represented the third grant award for this project, the first two being FAA Project #3-41-0044-008 and #3-41-0044-009. It was anticipated that a third FAA Grant would be awarded to continue to help meet a majority of the City's match requirement as this overall project continued toward completion. Additional grant match dollars would be requested from the General Fund Contingency at such time as the final FAA grant project was awarded. The overall project was projected to cost \$4,457,970, with the City's cash contribution in match totaling \$44,580.

The \$3,566,377 in Connect Oregon grant revenue was proposed to be budgeted within the City's Grant Fund, with the required match to be budgeted at such time as the final FAA Grant was awarded, anticipated for January 2011. The City would not spend down those grant funds until that final grant was awarded, securing the additional \$553,932 in FAA funds to cover the City's local match requirement for these monies. Additionally, City Staff would manage the grant project and those costs were not reimbursable thru this grant project.

Susann Mills moved, seconded by David Sullivan, to pass Resolution #2010-149: A RESOLUTION ACKNOWLEDGING RECEIPT OF AN ODOT CONNECT OREGON GRANT FOR THE ONTARIO MUNICIPAL AIRPORT AND APPROPRIATING REVENUE AND EXPENSE BUDGETS WITHIN THE CITY'S GRANT FUND. Roll call vote: Crume-yes; Fugate-yes; Gaskill-yes; Mills-yes; Sullivan-yes; Verini-yes; Dominick-yes. Motion carried 7/0/0.

Agreement Between the City of Ontario and Kimley-Horn for Additional Engineering Services for Airport Improvement Project #3-41-0044-009

Alan Daniels, Airport Manager, stated this request for approval consisted of authorizing an additional \$168,913 in contract services to Kimley-Horn for the Ontario Airport improvement project. This amount would be in addition to the existing \$124,168 agreement authorization made by the Council during March 2010. Funds for this contract authorization would be from the new FAA Grant Project #3-41-0044-009 in the amount of \$168,913, together with the City's match of \$15,390 from both open FAA Grants. The original contract with Kimley-Horn, in July 2009, was \$60,030, and the Council approved an increase based upon the maximum grant amount for Project #3-41-0044-008 thru Resolution #2009-104 in March 2010.

Unfortunately, neither the Agenda Report nor Resolution 2009-104 specified the maximum grant amount for Project #3-41-0044-008 to be \$130,668, and the Kimley-Horn contract attached to Resolution 2009-104 was for a lump sum fee of \$223,752, plus time and materials up to \$93,030 for bidding and a portion of construction and additional services, for a total of \$316,782.

Following the Council's approval, the agreement was signed for up to \$316,782 in services when the minutes reflected an approval of an amount up to the full project budget for Grant #3-41-0044-008, which was only \$130,668. Since that time, the Council accepted and budgeted for FAA Project #3-41-0044-009, and the Council was being asked by staff to approve the increase in the agreement with Kimley-Horn from \$124,168 to \$308,471, a total increase of \$184,303.

The new authorization represented a total contract with Kimley-Horn of \$308,471 and would represent the total project budget of both the #008 and #009 FAA Grants as follows:

Year	Project Number	Grant	Match	Project Budget
2009	#3-41-0044-008	\$ 124,168	\$ 6,500	\$ 130,668
2010	#3-41-0044-009	\$ 168,913	\$ 8,890	\$ 177,803
		\$ 293,081	\$ 15,390	\$ 308,471

In February, 2009, the Council accepted an FAA Grant for Project #3-41-0044-008 for \$124,168 and pledged \$6,500 in grant match for a project total of \$130,668. In July, 2009, the Council approved a contract with Kimley-Horn for \$60,030 in project design start-up, a contract with USKH for an independent review of Kimley-Horn pricing, and the ODOT Connect Oregon Agreement #24941, an unfunded grant award, allowing the City to begin the overall project with FAA grant funds prior to receiving any Connect Oregon grant funds. In November, 2009 the Council approved the Connect Oregon III application for the same project awarded to the City, and unfunded. In March, 2010, the Council approved a contract increase with Kimley-Horn from \$60,030 to \$124,168 for additional project design work up to the amount of funding for Project #3-41-0044-008. In September, 2010, the Council accepted FAA Grant #3-41-0044-09 for \$168,913 and pledged \$8,890 in a grant match for a project total of \$177,803.

Staff previously informed Council that in anticipation of major construction at the airport funded by Connect Oregon III and by FAA funds, the long lead time items needed to be started as soon as possible. The State of Oregon gave written approval to start work on the project thru ODOT Connect Oregon II Grant Agreement #24941; however, ODOT Connect Oregon II funds would not be available for use on the project until funding became available, possibly thru the Connect Oregon III funding cycle. Staff also informed Council that any approved City funds spent on design prior to the Connect Oregon II grant award being funded could be applied to the City's grant match requirement for the overall project.

The FAA agreed to leverage the City's Connect Oregon II project thru grant funds it awarded to the City for the same project, acting as a majority of the City's required local match for the project. To date, the FAA had awarded two grants, the first of \$124,168 for Project #008, and most recently an additional \$168,913 for Project #009. The work under this Council approval of an expanded agreement amount, much of which has already been completed, would allow for the City's project to proceed to bidding. It was anticipated that further requests for additional engineering services to Kimley-Horn would be presented to the Council following the award of the Connect Oregon II funding agreement and the final FAA grant for the overall project.

The Council could choose not to proceed with awarding additional design work to Kimley-Horn, understanding that the overall project would be delayed until design work was completed, and further understanding that some of this work had already been completed based on the existing agreement signed in March 2010.

This agreement expansion was proposed to be paid out of the FAA Grant Project #3-41-0044-009 as accepted by the Council thru Resolution 2010-141, and utilizing the budget adopted thru Resolution 2010-147, which allocated \$8,890, or 5% of this grant project budget, of General Fund Contingency as project matching funds. Council approval would bring the maximum payment for work to Kimley-Horn to \$308,471, the total of both open FAA grants. The \$8,311 remaining difference between Council approved amounts funded by existing open grants and the value of the Agreement signed in March 2010 would not be authorized to be billed by Kimley-Horn until such time as the Council approved additional amounts based on future grant awards.

Charlotte Fugate moved, seconded by John Gaskill, to acknowledge and approve the Agreement between the City and Kimley-Horn for a value not to exceed \$308,471, to continue with design work for the Ontario Airport Improvement Project as funded by FAA Grant Project #3-41-0044-009. Roll call vote: Crume-yes; Fugate-yes; Gaskill-yes; Mills-yes; Sullivan-yes; Verini-yes; Dominick-yes. Motion carried 7/0/0.

Adopt Criteria for City Manager Evaluation

Joe Dominick, Mayor, stated pursuant to the City Manager's contract with the City of Ontario, executed on May 29, 2008, with follow-up Resolution #2008-127, dated June 2, 2008, an annual evaluation needed to be conducted by the City Council. The Council was required to adopt the evaluation criteria in open session. Following adoption of the criteria, Council could enter into an Executive Session to conduct and discuss the evaluation, but was required to be in open session to take any action.

Ronald Verini moved, seconded by John Gaskill, to adopt the City Manager Performance Evaluation Criteria as presented. Roll call vote: Crume-yes; Fugate-yes; Gaskill-yes; Mills-yes; Sullivan-yes; Verini-yes; Dominick-yes. Motion carried 7/0/0.

Following Council discussion, it was the consensus of the Council to conduct the Executive Session, under ORS 192.660(2)(i) on Thursday, October 14, 2010, immediately following the regularly scheduled Council study session.

PUBLIC HEARING

Ordinance #2650-2010: Annexation and Rezone of Property (Presbyterian Community Care Center) 2431 NW 4th Avenue – UGA Residential to RM-10 High Density Residential (1st Reading)

It being the date advertised for public hearing on the matter of Ordinance #2650-2010, 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.

Dave Richey, Planning and Zoning Administrator, stated at the regular meeting of September 14, 2010 the Planning Commission heard the annexation and rezone proposal contained in Planning File 2010-07-09 AZ, which was applicable to property generally known as Tax Lot 3300, Assessors Map 18S 47E -05BD, located at 2431 NW 4th Avenue, Ontario. The applicant, Presbyterian Community Care Center felt a need to provide an expanded range of services that could not be conveniently accommodated at their facility on North Oregon Street.

The Planning Commission addressed the proposed annexation and the accompanying rezone from Urban Growth Area Residential to a City Zone classification of RM-10 High Density Residential for Tax Lot 3300, Assessor's Map #18S 47E 05BD. It was seven (7) acres in size, generally known as 2431 NW 4th Avenue. The Comprehensive Plan urban growth area residential classification was broad enough that any of the City residential zones could be considered to be consistent with it. The existing land use on neighboring properties ranged from single family to assisted living facilities so this proposed care facility would not be a departure from the character of the existing neighborhood.

The Mayor opened the hearing for public testimony.

Proponents: Cathleen Sullivan, Administrator, Presbyterian Community Care Center, state their current center was incorporated in 1957, and occupied the current location in 1960. It currently housed 123 beds, serving intermediate and long-term care individuals. Their facility had not changed from mostly long-term care to a majority of short-term, rehab care. The current building was not conducive to that type of care. They wanted to construct a new building, that would serve a capacity of 40 short term, either therapy or skilled nursing beds, and another unit that would house 14 long-term care beds. They wanted the building to be very residential in appearance.

Mayor Dominick asked what would happen to the existing building?

Ms. Sullivan stated that building would become unoccupied.

Opponents: None.

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

Ronald Verini moved, seconded by Susann Mills, to adopt the Findings of Fact as presented. Roll call vote: Crume-yes; Fugate-yes; Gaskill-yes; Mills-yes; Sullivan-yes; Verini-yes; Dominick-yes. Motion carried 7/0/0.

Susann Mills moved, seconded by John Gaskill, to adopt Ordinance #2650-2010, AN ORDINANCE ADDRESSING THE FINAL ORDER AND FINDINGS OF FACT FOR THE ANNEXATION OF SEVEN (7) ACRES OF PROPERTY INTO THE CITY OF ONTARIO AND TO REZONE SAID PROPERTY FROM UGA-RESIDENTIAL TO CITY RM-10 HIGH DENSITY RESIDENTIAL FOR PROPERTY LOCATED AT 2431 NW 4TH AVENUE, ONTARIO, TAX LOT 3300, MAP 18S 47E-5BD, PLANNING FILE 2010-07-09 AZ, on First Reading by Title Only. Roll call vote: Crume-yes; Fugate-yes; Gaskill-yes; Mills-yes; Sullivan-yes; Verini-yes; Dominick-yes. Motion carried 7/0/0.

RETURN TO NEW BUSINESS

Ordinance #2651-2010: Amend OMC 6-1, Adding Chapter 31, Prohibiting the Distribution, Possession, and Use of Certain Nonprescription Intoxicating Compounds; Declaring an Emergency for 1st and 2nd Readings

Larry Sullivan, City Attorney, stated the proposed ordinance would ban certain intoxicating chemical compounds, including commercial products, such as "Spice", which were being sold as aromatics or incense but which had ingredients that resembled the chemical compounds in marijuana and had similar intoxicating effects.

At least four businesses in the Ontario city limits were marketing commercial products as incense and were being used by juveniles and adults as intoxicants. The products were being sold under such brand names as "Spice", "K2", "Puff" and "Sugar Sticks". They were not new; they had been commercially available for years. The products were clearly advertised and labeled as not intended for human consumption. Nonetheless the products had become increasingly popular locally, around the United States and in other countries for their intoxicating effects, which reportedly were the same as the effects of marijuana intoxication.

The scientific literature about the effects of ingesting these products was sparse. However, reputable laboratories had tested these products and found they contained chemical compounds that were similar if not identical to compounds in marijuana and were often referred to as synthetic marijuana. The long term health effect of ingesting these products was unknown, because they were not meant for human consumption and had never been subjected to testing by the federal Food and Drug Administration.

Meghan Tschida of Lifeways, a local drug treatment provider, told the Council at the September 30, 2010, work session that these products were being used as intoxicants by clients who were court-ordered to participate in drug treatment because their use was not detectible by blood and urine tests.

Because of the amount of publicity these products received in recent months, their use as intoxicants had reportedly increased dramatically, and a number of states recently outlawed them. Boise, Idaho, was reportedly considering an ordinance to ban these products, and the Idaho State Board of Pharmacy enacted a temporary ban on the chemical compounds in these products on September 29, 2010, subject to the Idaho governor's approval. Under the ban, the possession and sale of these compounds would be felonies in Idaho. In the past, drug paraphernalia shops relocated to Ontario when their products were banned in Idaho. Staff believes that this was likely to happen with Idaho sellers of these banned incense products unless Ontario enacts its own ban.

A local business named "Got Spice" just opened in Ontario. The owner of the business immediately began an aggressive marketing campaign using young people waving signboards on the sidewalk advertising "Spice" as incense. The owner of the business told the Council at the September 30, 2010, work session that he was discontinuing the use of the signboards as a marketing technique; that he did not sell the product to minors; and that he would not sell it to people who said they wanted it as an intoxicant. Nonetheless, staff believed that his business name and business model were intended to target people who purchased "Spice" as an intoxicant, despite his disclaimers to the Council to the contrary. The same owner told the Council that three other businesses in Ontario were marketing the same incense products and were also marketing smoking devices such as hookahs.

Ordinance #2651-2010 was modeled on an ordinance enacted by the City of Ogden, Utah, on September 14, 2010. The list of banned chemical compounds in subsection A was derived from the Ogden, Utah, list; it included an amalgam of chemical compounds that were not necessarily found in "Spice" incense-type products. For instance, both lists included a plant, *Salvia Divinorum*, which had been found in some incense products but was used as an intoxicant in some South American cultures, was sold commercially in the United States as a mood altering substance, and was banned in several states. The Ogden list included compounds known as TFMPP and BZP, which, when used together, mimicked the effects of the illegal drug "Ecstasy". BZP was already a banned Schedule 1 controlled substance in the United States and had been omitted from the Ontario list so as not to conflict with federal law. The Ogden list also included HU-210, which was also banned as a Schedule 1 controlled substance in the United States, so it has been omitted from the Ontario list.

The Ontario list in subsection A included a new item as number 12, which referred specifically to certain brand names of incense. In the City attorney's opinion, including those specific brand names in the list might allow the City to prove a violation of subsection A without having to incur the expense of sending the product to a laboratory for a chemical analysis. Unlike the Ogden ordinance, Ordinance #2651-2010 did not have criminal penalties, and had a lower burden of proof. Because the Ontario ordinance would not carry criminal penalties, a provision had also been included to allow the Council to amend the list in subsection A by resolution. Chemists continued to create new synthetic marijuana compounds, and incense manufacturers were routinely changing the chemical compositions of their products to get around legal bans.

Ordinance #2651-2010 also included a new sentence in subsection G that allowed the City to collect its attorney fees if it filed for an injunction against a business that continued to sell a banned compound.

There are no federal or Oregon statutes directly preventing the City from enacting this ordinance. Neither the federal government nor the State of Oregon has passed any laws explicitly dealing with the compounds listed in subsection A or preempting the City from doing so. In the City attorney's opinion, it was unlikely that a court would find that federal or state law prevent an Oregon city from banning a chemical compound not listed as a controlled substance so long as the municipality had a rational basis for regulating the compound under its home rule authority.

The Ontario City Charter allowed an ordinance to go into effect immediately upon final passage by declaring an emergency. In the City attorney's opinion, there were sufficient facts available to the Council to justify an emergency enactment.

The Charter also authorized the Council to enact an ordinance at a single meeting by having it read twice; however, this was a procedure rarely used by the Council. An enactment at a single meeting would deprive the Council of the opportunity to engage in the deliberative process that it usually engaged in prior to enacting an ordinance. It would also deprive the public of the opportunity to comment on the ordinance before its enactment. Therefore, such a procedure should be used with caution.

The Council should determine whether it should follow its usual procedure of approving only a first reading of a newly proposed ordinance. If the Council decided to follow its usual procedure, only the motion for a first reading should be followed. If the Council decided to conduct both the first and second readings at this meeting, both motions should be made.

Councilor Gaskill stated he had spoken with Representative Bentz, and asked him if any action was being considered. Representative Bentz indicated he had put a place holder with the State Legislature for the January session that would ban Spice and related chemical substances and compounds under state law. The State Pharmacy Board would also be addressing the issue. It was anticipated it would be an expedited issue.

Councilor Fugate verified that even purchasing the compound through the internet was still illegal.

Interim Chief Alexander stated that was correct, as the ordinance covered all aspects of the compound, including possession.

Mayor Dominick read a section of the ordinance, under 1-6-31(A) *"...it shall be unlawful for any person, including a corporation or other entity, to manufacture, distribute, dispense, ingest, use, possess, purchase, attempt to purchase, sell, publicly display for sale, attempt to sell, give, trade or barter, any one or more of the following chemical compounds, ... (12)...sold as incense under the brand names Spice, Black Mamba, K2, Puff, Smoke, Skunk, Pandora Potpourri, Sugar Sticks and any other brand names, that have been determined by chemical testing laboratories, law enforcement or other governmental agencies to contain any of the foregoing compounds.* He wanted that stated so the viewing audience would be aware of some of the street names of the compound, and encouraged citizens to pick up a copy of the ordinance. One main chemical was JWH-018, so please be aware.

Councilor Gaskill stated the chemical Salvia came from a plant, which could be purchased from a plant store, but those were different from what was referenced in the ordinance.

Charlotte Fugate moved, seconded by Norm Crume, that the Council adopt Ordinance #2651-2010, AN ORDINANCE PROHIBITING THE DISTRIBUTION, POSSESSION AND USE OF CERTAIN NONPRESCRIPTION INTOXICATING COMPOUNDS; AND DECLARING AN EMERGENCY, ON FIRST READING BY TITLE ONLY. Roll call vote: Crume-yes; Fugate-yes; Gaskill-yes; Mills-yes; Sullivan-yes; Verini-yes; Dominick-yes. Motion carried 7/0/0.

Susann Mills moved, seconded by John Gaskill, that the Council adopt Ordinance #2651-2010, AN ORDINANCE PROHIBITING THE DISTRIBUTION, POSSESSION AND USE OF CERTAIN NONPRESCRIPTION INTOXICATING COMPOUNDS; AND DECLARING AN EMERGENCY, ON SECOND AND FINAL READING BY TITLE ONLY. Roll call vote: Crume-yes; Fugate-yes; Gaskill-yes; Mills-yes; Sullivan-yes; Verini-yes; Dominick-yes. Motion carried 7/0/0.

CORRESPONDENCE, COMMENTS, AND EX-OFFICIO REPORTS

- Mark Alexander stated the department had been unsuccessful in their attempt to obtain a COPS Grant for police officer position. Also, he gave the Council an update on meetings that were coming up that they were all invited to attend.
- Councilor Verini thanked everyone for the great send-off to the 116th.

- Councilor Fugate stated she had received data from the feral cat program, and they had captured and spayed/neutered over 482 cats.
- Councilor Mills encouraged everyone to go see the new Fire Department storage building. It was coming along nicely.
- Mayor Dominick thanked everyone who attended the annual October Faire last week-end. Great turn-out. Also, he encouraged everyone to attend the local football games. And, Public Works Director Chuck Mickelson was asking for a volunteer to sit on the committee for the SE 2nd Street engineer selection process.

EXECUTIVE SESSION: ORS 192.660(2)(e) REAL PROPERTY

An executive session was called at 8:17 p.m. under provisions of ORS 192.660(1)(e) to discuss real property issues. The Council reconvened into regular session at 8:31 p.m.

ADJOURN

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

ATTEST:

Joe Dominick, Mayor

Tori Barnett, MMC, City Recorder

**SPECIAL COUNCIL MEETING/STUDY SESSION MINUTES
September 30, 2010**

The special meeting for Ontario City Council was called to order by Mayor Joe Dominick at 12:00 p.m. on Thursday, September 30, 2010, in the Council Chambers of City Hall. Members present were Norm Crume, Joe Dominick, Charlotte Fugate, John Gaskill, Susann Mills, David Sullivan and Ron Verini.

Members of staff present were Henry Lawrence, Tori Barnett, Larry Sullivan, Suzanne Skerjanec, Alan Daniels, Bob Walker, Mark Alexander and Marcy Skinner.

Also present: Larry Myers, Argus Observer.

NEW BUSINESS

Resolution #2010-150: 41: FAA Grant #3-41-0044-009 Part 1 – Runway, Taxiway, and Apron Rehabilitation and Runway Lighting for Ontario Airport

Bob Walker, Deputy Public Works Director, stated Resolution #2010-150 was in support of the application to the Oregon Department of Transportation for a Transportation Enhancement Grant for program years 2013 and 2014, to make streetscape improvements to downtown Ontario on South Oregon Street, consistent with the approved Revitalization Plan.

In July, 2009, the City Council adopted Ordinance #2630-2009, which amended the Comprehensive Land Use Plan, the Transportation System Plan, and Title 10 of the City's Municipal Code. The ordinance also adopted the Ontario Revitalization Plan into the Comprehensive Land Use Plan by reference so that it would provide the basis for future changes to the City's capital improvement plan, applications for local or state grants, or other initiatives intended to implement the recommendations within the Revitalization Plan.

The Ontario Downtown Revitalization Plan was commissioned in 2008 and completed in 2009, to enhance the economic vitality of the downtown, to solidify, identity and create a vision for downtown, determine appropriate land uses for specific sites within the downtown, and identify streetscape, transportation, and other improvements that would support the economic vitality and identity of downtown. This proposed project would initiate Phase 1 of the plan, consisting of four blocks of streetscape improvement on South Oregon Street from Idaho Avenue to 4th Avenue. Due to the extensive sewer and storm drain work that would need to be accomplished in Oregon Street, additional street restoration work would be required as compared to the original plan.

If the City was awarded the grant of \$1,484,179 for project costs, it would require a match of 10.27% or \$169,050. These matching funds would be a combination cash, staff time, private donors, volunteer labor and/or services. Any matching funds would need to be budgeted in the future 2012-2013 City budget.

Susan Kurth, representing Andrews Seed, informed the Council of their new "adopt a pot" program, which could be utilized by the downtown merchants to assist in making the downtown corridor floral year round. Andrews Seed would maintain the pots all year, once the initial purchase had been made by the various businesses. Hanging plants, which were very popular, were not a viable year-round option for Ontario.

Mr. Walker emphasized the necessity to adopt the resolution at the current meeting as the deadline for submission of the application was required to be emailed to ODOT by 5:00 p.m. September 30, 2010 (today).

David Sullivan moved, seconded by Susann Mills, to adopt Resolution #2010-150, A RESOLUTION AUTHORIZING PUBLIC WORKS STAFF TO APPLY TO THE OREGON DEPARTMENT OF TRANSPORTATION FOR A TRANSPORTATION ENHANCEMENT PROGRAM GRANT WHICH WILL INCLUDE CITY MATCHING FUNDS OF 10.27% IF THE GRANT IS AWARDED. Roll call vote: Crume-yes; Fugate-yes; Gaskill-yes; Mills-yes; Sullivan-yes; Verini-yes; Dominick-yes. Motion carried 7/0/0.

ADJOURN

Meeting adjourned by unanimous vote.

ATTEST:

Joe Dominick, Mayor

Tori Barnett, MMC, City Recorder

CONSENT AGENDA

October 18, 2010

TO: Mayor and City Council

FROM: Mark Alexander, Interim Police Chief

THROUGH: Henry Lawrence, City Manager

**SUBJECT: LIQUOR LICENSE APPLICATION – NEW OUTLET
Limited On-Premises Sales**

DATE: October 11, 2010

SUMMARY:

Mr. Juan Pablo Garcia, under the trade name of El Jalisciense Night Club, completed the “New Outlet” application process for “Limited On-Premises Sales” liquor license privileges through the Oregon Liquor Control Commission for his new business located at 490 East Lane Plaza Suite #4, Ontario, Oregon.

BACKGROUND:

Criminal Record process was completed on Mr. Juan Pablo Garcia, owner/manager of El Jalisciense Night Club. Mr. Garcia has a criminal history and lengthy driving history. This may not exclude him from obtaining a liquor license through Oregon Liquor Control Commission, but the history was not disclosed in the application as required. Mr Juan Pablo Garcia’s driving record and criminal history indicates he has a tendency to not be willing to be compliant with the law.

RECOMMENDATION:

I have completed a review of this application in accordance with the City of Ontario’s ordinance regulating this license. I recommend that we deny the application for New Outlet / Limited On-Premises Sales liquor license for El Jalisciense Night Club.

CONSENT AGENDA

October 18, 2010

TO: Mayor and City Council

FROM: David Richey, Planning & Zoning Administrator

THROUGH: Henry Lawrence, City Manager

SUBJECT: **ORDINANCE #2650-2010 – AN ORDINANCE IN CONSIDERATION OF PLANNING FILE 2010-07-09 AZ, PRESBYTERIAN, THE ANNEXATION OF 7 ACRES OF PROPERTY INTO THE CITY OF ONTARIO AND TO REZONE SAID PROPERTY FROM UGA-RESIDENTIAL TO THE CITY RM-10 HIGH DENSITY RESIDENTIAL. THE PROPERTY IS GENERALLY KNOWN AS TAX LOT 3300, ASSESSORS MAP 18S 47E-05BD, LOCATED AT 2431 NW 4TH AVENUE, ONTARIO, SECOND AND FINAL READING BY TITLE ONLY**

DATE: October 12, 2010

SUMMARY:

Attached is the following document:

- Ordinance #2650-2010

There have been no changes to the proposed ordinance since First Reading.

PREVIOUS COUNCIL ACTION:

10/4/2010 Council passed the 1st reading of Ordinance #2650-2010.

STAFF RECOMMENDATION:

Staff recommends the Council adopt Ordinance #2650-2010 on Second and Final Reading.

ORDINANCE # 2650-2010

**FINAL ORDER AND FINDINGS OF FACT IN THE MATTER OF
PLANNING FILE 2010-07-09 AZ, THE ANNEXATION OF SEVEN (7) ACRES OF
PROPERTY INTO THE CITY OF ONTARIO AND TO REZONE SAID PROPERTY
FROM UGA-RESIDENTIAL TO THE CITY RM-10 HIGH DENSITY RESIDENTIAL;
THE PROPERTY IS GENERALLY KNOWN AS TAX LOT 3300,
ASSESSORS MAP 18S 47E-05BD,
LOCATED AT 2431 NW 4TH AVENUE, ONTARIO**

FINDINGS OF FACT:

- Whereas:** The proposal complies with applicable provisions of the Ontario Comprehensive Plan, Title 10 and its zone and administrative sections 10A and 10B, and;
- Whereas:** Notice has been sent to the Department of Land Conservation and Development a minimum of 45 days prior to this formal procedure to annex and in particular, rezone the subject property in accord with State Administrative Rules, and;
- Whereas:** The subject site is within the City of Ontario Urban Growth Area and thus approved under the rules and regulations of the State of Oregon for annexation to the City, and;
- Whereas:** The subject Urban Growth Area is classified as Residential and the proposed zone is RM-10 High Density Residential which is consistent with the UGA classification, and;
- Whereas:** The new 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: The property is seven (7) acres in size and is known as Tax Lot 3300, Assessor's Map #18S 47E 05BD, and;

Whereas: Pursuant to the formal application, the Ontario Planning Commission held a properly noticed public hearing on September 13, 2010 and made a recommendation to City Council, and;

Whereas: The City Council held a properly noticed public hearing on October 4, 2010, and reviewed all evidence and testimony submitted at the City of Ontario hearings.

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

Based upon the Comprehensive Plan, the procedures and regulations provided in Title 10 of the Comprehensive Plan and Zoning Ordinance, and the above listed Findings of Fact, the Ontario City Council approves and adopts Ordinance # 2650-2010 annexing and rezoning the seven (7) acre property identified as Tax Lot 3300, Assessor's Map #18S 47E 05BD (specific description attached) owned by Presbyterian Community Care Center, to RM-10, High Density Residential.

PASSED AND ADOPTED by the Common Council of the City of Ontario this _____ day of _____, 2010 by the following vote:

AYES:

NAYS:

ABSENT:

ABSTAIN:

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

Joe Dominick, Mayor

ATTEST:

Tori Barnett, MMC, City Recorder

Exhibits

Exhibit "A" Applicant's letter
Exhibit "B" Comprehensive Plan/Zoning "Before & After" Maps
Exhibit "C" Aerial photo
Exhibit "D" Consent to annex form

**PRESBYTERIAN COMMUNITY CARE CENTER
BUILDING PROJECT**

BACKGROUND

Presbyterian Community Care Center (PCCC) was incorporated in 1957 and has occupied its current location at 1085 North Oregon Street since 1960. Responding to growing community need, PCCC expanded to a capacity of one hundred twenty three beds in the 1970's, serving mostly long term care residents.

Since that time, the state of Oregon has lead the country in promoting alternatives to long term nursing home care. Community-based levels of care such as assisted living, foster homes, and residential care have developed rapidly. Meanwhile, PCCC has changed much of its focus to providing short term therapies for those who need transition from a hospital setting to home or to a more independent level of care. PCCC's typically maintains a census of forty to fifty residents.

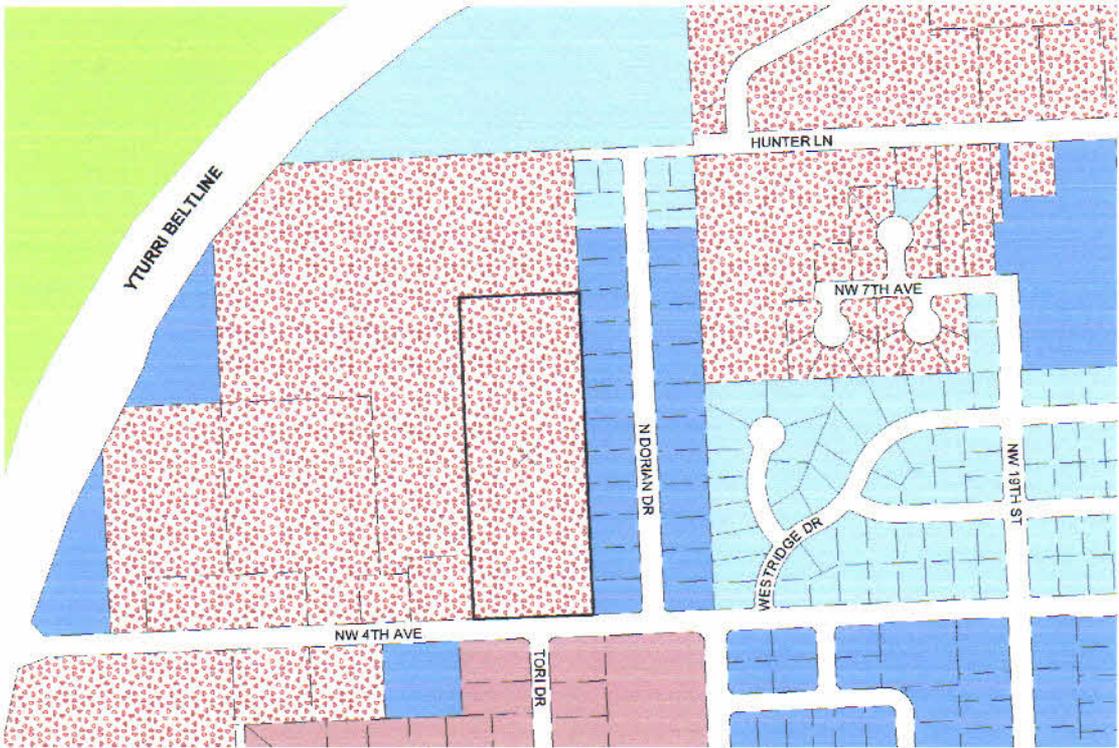
PLANS

The Board of Directors of Presbyterian Community Care Center proposes to build a new facility that will better meet the needs of current and future residents. All operations of the Care Center will be moved to the new location. PCCC has chosen an architectural firm and a contractor, both of whom have extensive experience with nursing home construction. Plans are to continue PCCC's current services, including both transitional and long term care. A priority with our new facility is to avoid an institutional appearance; the building (inside and out) will have a residential ambience.

The transitional care unit will serve up to forty inpatients and a varying number of outpatients. The majority of those served will receive orthopedic and neurologic aftercare. PCCC will continue to staff Physical, Occupational and Speech therapists, and a well-equipped therapy gym will be a significant feature of the facility. PCCC will also continue to offer services for skilled nursing diagnoses (wound care, I.V.'s, respiratory illnesses, cardiac issues, etc.).

PCCC's longterm care unit will focus on residents who need help with activities of daily living. Current plans for the unit are to serve up to fourteen residents with varying health diagnoses and certain cognitive disorders.

EXHIBIT "B"
Vicinity Maps
Before and After Change



BEFORE Annexation, Plan & Zone Change (R-UGA)



AFTER Annexation, Plan & Zone Change (RM-10 or RD-40)

EXHIBIT "C"
Aerial Photo



City of Ontario Planning and Zoning Application Form

444 SW 4th Street, Ontario, OR 97914
Permit Center Annex: 458 SW 3rd Street
Voice (541) 881-3224 / (541) 881-3222
Fax (541) 881-3251

EXHIBIT D
Consent to Annex Form

CONSENT TO ANNEXATION

FILE # 2010-07-09 AZ

Date Received 7-12-2010 (MS)

Fee: \$330.00 + 2 cents per square foot

Accepted as Complete _____

Know all men by these presents, that we, the undersigned, being owners, contract purchasers, mortgagees, or security holders upon a portion of land described below and which is proposed to be annexed to the City of Ontario, do hereby give our irrevocable consent that such land be annexed to the City of Ontario, and that our consent may be filed with the City Council of Ontario Oregon and that no election shall be held in said territory or notices posted therein. This consent is given pursuant to ORS Section 222.170.

Name <u>Robert & Marie Davis Trust, UAD 11/29/00</u>	Signature _____
Name _____	Signature _____
Name <u>By Gary Robert Davis, Trustee</u>	Signature <u>Mary Robert Davis</u>
Name <u>By Sandra Kay Plaza, Trustee</u>	Signature <u>Sandra Kay Plaza</u>
Name <u>Presbyterian Community Care Center</u>	Signature _____
Name <u>By Prudence Sherman, Chairman</u>	Signature <u>Prudence Sherman</u>

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

City Recorder

Property information:

Address 2431 Northwest 4th Avenue, Ontario, Oregon 97914

Tax Map # 18E4705BD RS 4T 05 BD Tax Lot #(s) 3300

Tax Map # _____ Tax Lot #(s) _____

Lot size 330' X 924' 7 acres Zoning R - UGA

Existing use Residential and Agricultural

Proposed City zone RS 10

Please provide a legal description on a separate sheet.

OFFICE USE ONLY

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

AGENDA REPORT
October 18, 2010

TO: Mayor and City Council

FROM: Yorick de Tassigny, Facilities Manager

THROUGH: Henry Lawrence, City Manager

SUBJECT: BID AWARD: CITY HALL HVAC AND LIGHTING UPGRADE PROJECT

DATE: October 11, 2010

SUMMARY:

Bids were first opened on August 18, 2010 for the City Hall HVAC and Lighting Upgrade Project. The project consists of replacing the existing and dated HVAC (heating, ventilating and air conditioning) and lighting systems in the building with more energy efficient equivalents. Hobson Fabricating Corporation, of Boise, was the apparent lowest responsive and responsible bidder at \$601,600.00, including Alternate Number 1 - Refrigerant shut-off valves at each fan coil.

It was discovered during the course of the bid file preparation, however, that a procedural error with the bidding process involving advertising requirements had occurred. An advertisement for the project was not published in a trade newspaper of general statewide circulation and, as a result, bids were rejected on the grounds that the solicitation process may have unnecessarily restricted competition for the contract. The project was placed back out to bid less than four weeks later.

Second round bids for the project were opened on October 5, 2010. Hobson Fabricating Corporation is once again the apparent lowest responsive and responsible bidder at \$546,600.00, including Alternate Number 1. Their bid was significantly lower the second time around because of more favorable pricing from suppliers. Hobson Fabricating is a reputable company in the Treasure Valley. The re-bid results were as follows:

CITY HALL HVAC AND LIGHTING UPGRADE <i>RE-BID</i> RESULTS			
COMPANY	BASE BID	ALT. NO. 1	BID TOTAL
MVCI, LLC (Ontario)	\$690,496.00	\$4,585.13	\$695,081.00
Andersen Construction Company (Boise)	\$565,000.00	\$5,000.00	\$570,000.00
RM Mechanical Inc. (Boise)	Non-responsive		
Hobson Fabricating Corp. (Boise)	\$542,000.00	\$4,600.00	\$546,600.00

Work under this contract will be funded in its entirety with federal grant funds from the Oregon Department of Energy awarding American Recovery and Reinvestment Act federal stimulus funds from the US Department of Energy.

PREVIOUS COUNCIL ACTION:

April 19, 2010 Council approved Resolution #2010-122, authorizing the City Manager to enter into an agreement between the City of Ontario, Oregon and Musgrove Engineering, P.A. of Boise, Idaho for professional engineering services for the design of the City Hall HVAC and Lighting Upgrade project.

March 1, 2010 Council approved Resolution #2010-114, acknowledging receipt and authorizing expenditure of a \$728,000 American Recovery and Reinvestment Act (ARRA) Energy Efficiency and Conservation Block Grant (EECBG) in the Grant Fund.

BACKGROUND:

In November 2009, staff applied for American Recovery and Reinvestment Act of 2009 (ARRA) Energy Efficiency and Conservation Block Grant (EECBG) funding to complete a lighting and HVAC (heating, ventilating and air conditioning) upgrade at City Hall. These projects were identified in a report compiled by McKinstry in October of 2008 following a level 1 energy audit of the facility. On January 29, 2010, ODOE issued a press release identifying the cities and counties to receive recovery act funds, and listing the Ontario City Hall lighting and HVAC project as one selected for funding. The City was awarded \$728,000, the full amount for designing and completing the project less the estimated \$10,000 in staff time that will be required for administering the work.

The project targets the two largest energy consuming systems in the facility: Lighting and HVAC. The lighting portion of the project, estimated at \$103,000, includes a complete retrofit of interior and exterior lights and fixtures. The HVAC portion of the project, estimated at \$625,000, will seek to completely dismantle and replace the existing variable air volume (VAV) system that is original to the building. The City will follow McKinstry's recommendation to design and install a variable refrigerant flow (VRF) system.

The project can be expected to cause some disruption to the normal flow of business but it is highly unlikely to cause any interruption of services or lengthy displacements of staff.

In February of 2010, Staff released a Request for Qualifications for engineering services to design the project. A total of four statements of qualifications were received and reviewed by a selection committee consisting of Council members David Sullivan and Norm Crume, Deputy Public Works Director Bob Walker, Facilities Manager Yorick de Tassigny and Grant Mechanical (City's mechanical contractor) Owner Matt Grant.

Musgrove Engineering was identified as the top-ranked firm based on their more extensive experience designing VRF systems, both in new construction and in retrofit installations. The Council approved a contract with the firm in the amount of \$73,000 for construction documents and construction administration.

Musgrove Engineering has completed the design and construction documents to the satisfaction of staff and the project has been put out for bid.

FINANCIAL IMPLICATIONS:

Hobson Fabricating Corporation's bid came in under the engineer's estimate of \$620,000 and is well within the overall project budget of \$728,000 (which includes design costs).

RECOMMENDATION:

Staff recommends the Council award the City Hall HVAC and Lighting Upgrade Project to Hobson Fabricating Corporation.

PROPOSED MOTION:

I move the City Council award the City Hall HVAC and Lighting Upgrade Project to Hobson Fabricating Corporation, the lowest responsive and responsible bidder, in the amount of \$601,600.00 and authorize the City Manager to be signatory to an agreement with Hobson Fabricating Corporation.

AGENDA REPORT
October 18, 2010

TO: Mayor and City Council

FROM: Chuck Mickelson, Public Works Director

THROUGH: Henry Lawrence, City Manager

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

DATE: October 6, 2010

SUMMARY:

Attached is the following document:

- ODOT Misc. Contracts and Agreements No. 26638

This agreement allows the City to partner with ODOT in combining funding to allow for the rehabilitation of East Idaho (ODOT responsibility) along with improvements to the Goodfellow and East Lane intersections (City responsibility).

Conceptual presentations have been made to the Public Works Committee and the Mayor and City Council and all parties indicated informally to proceed. This agreement formalizes the relationship between ODOT and the City of Ontario.

PREVIOUS COUNCIL ACTION:

- 2003-2004 The City hired the firm of Meyer Mohaddes Associates to prepare a traffic study for the "East Ontario Commercial Area." This study resulted in the recommendations for improvements to the roadway and intersections, as well as establishing fees per vehicle trip.
- 2008-2009 ODOT requested the City take responsibility for maintenance of East Idaho Avenue from the Snake River to NE 4th Street. The City rejected this proposal and ODOT remains responsible for the structural integrity of this section of State Highway 30.
- 2009 Council adopted a two year budget that included upgrades to East Idaho intersections in the amount of \$750,000 (STR 5, copy attached).

BACKGROUND:

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

The City of Ontario has collected traffic impact fees from developers in this area to pay for roadway improvements. The City's Finance Director has indicated that the city has \$796,020 in this account as of August 24, 2010.

The City commissioned a traffic study in 2003 to identify improvements necessary to meet the increasing demand on East Idaho from the river to the freeway. Improvements recommended included adding turning lanes at East Lane and Goodfellow, adding an additional lane to East Idaho and modifying the signals. The overall improvements have an estimated current cost of \$2.2 million which is significantly more than the city has collected.

During peak traffic periods the eastbound traffic wishing to turn left onto East Lane into the Walmart and Home Depot area backs up to and through the Goodfellow intersection.

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

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

ALTERNATIVE:

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

FINANCIAL IMPLICATIONS:

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

RECOMMENDATION:

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

PROPOSED MOTION:

I move that the City Council approve a Cooperative Improvement Agreement, No. 26638, between the City of Ontario and the State of Oregon, acting by and through its Department of Transportation, and as authorized by the Oregon Jobs and Transportation Act of 2009, also known as House Bill 2001, for signal upgrades and lane modifications at East Idaho and East Lane, and resurfacing of East Idaho Avenue (Highway 30) between the Snake River and NE 4th Street, and authorize the Mayor to sign this Agreement on behalf of the City.

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

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

RECITALS

1. Oregon Jobs and Transportation Act of 2009 (JTA) Program, hereinafter referred to as the "JTA of 2009 Program", provides funding for preservation and modernization projects chosen by the Oregon Transportation Commission (OTC).
2. Projects named in Section 64 of 2009 Legislative Assembly, Oregon House Bill 2001, as well as projects approved by the OTC as of October 21, 2009 pursuant to Section 64(3), were amended into the Statewide Transportation Improvement Program (STIP), including the project identified below.
3. By the authority granted in ORS 366.425, State may accept deposits of money or an irrevocable letter of credit from any county, city, road district, person, firm, or corporation for the performance of work on any public highway within the State. When said money or a letter of credit is deposited, State shall proceed with the Project. Money so deposited shall be disbursed for the purpose for which it was deposited.
4. East Idaho Avenue is a part of the state highway system under the jurisdiction and control of the Oregon Transportation Commission (OTC). East Lane is part of the city street system under the jurisdiction and control of Agency.
5. The current asphalt on East Idaho Avenue between Fourth Street and border of Idaho has experienced heavy rutting and is in need of replacement. In addition, the traffic use of the East Lane and East Idaho Avenue intersection has increased and the intersection is in need of improvements and modifications.
6. By the authority granted in Oregon Revised Statutes 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. By the authority granted in ORS 366.395, State may relinquish title to any of its property not needed by it for highway purposes to any other governmental body or political subdivision within the State of Oregon, subject to

such restrictions, if any, imposed by deed or other legal instrument or otherwise imposed by State.

7. Pursuant to ORS 373.010, whenever the routing of any state highway passes through the corporate limits of any city, State may locate, relocate, reroute, alter or change any routing when in its opinion the interests of the motoring public will be better served.
8. State maintains a State Route system and a US Route System to assist the motoring public in their travels. Designated routes may be composed of both state highway and local roads. Designation and elimination of state routes are under authority of the OTC, subject to approval of the Special Committee on US Route Numbering of the American Association of State Highway and Transportation Officials (AASHTO).
9. This Agreement shall address the following:
 - a. The resurfacing of East Idaho Avenue from North East Fourth Street to the Snake River Bridge at the Idaho border and the reconfiguration of the intersection of East Lane and East Idaho Avenue utilizing JTA program funding.
 - b. The conveyance to Agency, by deed, of certain portions of right of way surrounding East Idaho Avenue (Units A-C), purchased by State for the completed East Idaho Avenue (Ontario Spur) project. Units A-C are not part of the National Highway System (NHS) and the right of way surrounding East Idaho Avenue is no longer needed.

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

TERMS OF AGREEMENT

1. Under such authority, State and Agency agree that State shall resurface East Idaho Avenue from North East Fourth Street to the Snake River Bridge at the Idaho border and shall reconfigure the intersection of East Lane and East Idaho Avenue, including the installation of a signal, roadway widening, sidewalk, landscaping, concrete medians and signage, hereinafter referred to as "Project" and as further described in the Project description identified on Exhibit "A", attached hereto and by this reference made a part hereof. A Project map showing the location and approximate limits of the Project is shown on Exhibit "B - Map 1", attached hereto and by this reference made a part hereof. The scope of work may change to stay within the limits of the funding.
2. State and Agency agree that upon execution of this Agreement, State shall convey to Agency, by deed, as a portion of the city street system, those portions of right of

way surrounding East Idaho Avenue, hereinafter referred to as Units A-C, which were purchased by State for the construction of the East Idaho Avenue (Ontario Spur) project. Said project is complete and said portions of right of way are no longer needed. Agency shall maintain the units as part of the Agency street system as long as needed for the service of persons living thereon or a community served thereby. If said right of way is no longer used for public street purposes, it shall automatically revert to State. The locations to be conveyed are shown on Exhibit B – Map 2, and the right of way descriptions for Units A-C are outlined in Exhibit C, both attached hereto and by this reference made a part hereof.

3. The total Project cost is estimated at \$2,000,000 and will be financed with city, state and federal funds. This amount is subject to change. The JTA of 2009 Program funds are limited to \$1,200,000. Agency's share of the Project cost is estimated at \$800,000. Agency shall be responsible for all costs associated with the intersection reconfiguration in excess of the \$800,000. State shall be responsible for all paving related costs associated with the resurfacing of East Idaho Avenue in excess of the \$1,200,000 JTA of 2009 Program funds.
4. This Agreement shall become effective on the date all required signatures are obtained and shall remain in effect for the purpose of ongoing maintenance and power responsibilities for the useful life of the facilities constructed and relinquished as part of the Project. The useful life is defined as twenty (20) calendar years. The Project shall be completed within five (5) calendar years following the date of final execution of this Agreement by both Parties.
5. State shall pursue approval of the conveyance from the OTC or designee. Once approved, the actual conveyance of property shall be accomplished by acceptance and recording of the deed.
6. The JTA of 2009 Program Funds are contingent upon issuance and sale by the State Treasurer, of the bonds authorized by Section 61 of House Bill 2001, 2009 Legislative Assembly (Oregon Laws 2009, Chapter 865) in an amount sufficient to fund this Project. The Agreement is effective and work may begin upon execution of this Agreement, but ODOT's obligation to make project payments is contingent upon the availability of JTA funds, which will be available on or before January 1, 2011. ODOT will notify Agency when such JTA funds are available. All other provisions and requirements of this Agreement shall remain the same.
7. Agency and State have a joint obligation to ensure timely expenditure of the JTA of 2009 Program funds and to comply with the provisions of the bonds that finance the JTA of 2009 Program.

AGENCY OBLIGATIONS

1. Agency shall, upon receipt of a fully executed copy of this Agreement and upon a

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subsequent letter of request from State, forward to State an advance deposit in the amount of \$800,000 for the Project, said amount being equal to Agency's total contribution.

2. Agency certifies, at the time this Agreement is executed, that sufficient funds are available and authorized for expenditure to finance costs of this Agreement within Agency's current appropriation or limitation of the current budget.
3. Agency shall be responsible for performance of 100 percent of maintenance as well as maintenance costs and power costs associated with the Project elements outside of the paved roadway, including medians, curbs, sidewalks, landscaping, irrigation systems, illumination, median and sidewalk snow removal, and storm drain system. The power company shall send power bills directly to Agency.
4. Agency, if a City, by execution of Agreement, gives its consent as required by ORS 373.030(2) and ORS 105.760 to any and all changes of grade within the Agency limits, and gives its consent as required by ORS 373.050(1) to any and all closure of streets intersecting the highway, if any there be in connection with or arising out of the Project covered by the Agreement.
5. Agency grants State the right to enter onto Agency right of way for the performance of duties as set forth in this Agreement.
6. 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.
7. Upon conveyance, by deed, of Units A-C to Agency, Agency agrees to accept State's right, title and interest; to accept jurisdiction and control over the property, and to maintain the property as a portion of its street system as long as needed for the service of persons living thereon or a community served thereby. Any right of way being conveyed in which State has any title shall be vested in Agency so long as used for public street purposes. If said right of way is no longer used for public street purposes, it shall automatically revert to State.
8. Upon conveyance, by deed, of Units A-C to Agency, Agency agrees to accept all property, power costs and maintenance of features, pavement, drainage, signs, illumination, utilities, water lines, appurtenances, and all things within the conveyed right of way (with exception of items described in Paragraph 3, of State's Obligations).
9. Maintenance obligations for Units A-C shall supersede those set forth in any previous Agreements with Agency for these sections.

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10. Agency agrees that title of Units A-C will not be vested in Agency until the subsequent conveyance, by deed, is executed by State, accepted by Agency, and recorded with the county in which the Agency is located. Agency agrees to accept all liability and maintenance responsibilities, as described in Paragraph 8 of Agency Obligations, immediately upon execution of this Agreement.
11. Agency shall return permit files, utility permit files, right of way maps and as-built files to State if any or a portion of Units A-C reverts to the State, or in the event that the OTC or designee does not approve the conveyance.
12. Agency's Project Manager for this Project is Chuck Mickelson, Public Works Director, City of Ontario, 444 S.W. 4th St., Ontario, Oregon, 97912, 541-881-3231, chuck.mickelson@ontariooregon.org, or assigned designee upon individual's absence. State's Project Manager shall be notified in writing of any contact information changes during the term of this Agreement.

STATE OBLIGATIONS

1. State shall, upon execution of the Agreement, forward to Agency a letter of request for an advance deposit in the amount of \$800,000 for payment of Agency's contribution.
2. State shall place signs that identify Project as "Oregon Jobs and Transportation Act". State may affix additional signage that identifies local funds used for the Project.
3. State shall be responsible for performance of 100 percent of maintenance as well as maintenance costs and power costs associated with all of the elements within the paved roadway, including asphalt, striping, signs, snow removal, signals, as well as the drainage swale and drain pipe outflow to the Snake River (outside of paved roadway). The power company shall send power bills directly to State.
4. State 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.
5. State shall, upon execution of this Agreement, convey, by deed, Units A-C to Agency, which were purchased by State for the construction of the East Idaho Avenue (Ontario Spur) project. Said project is complete and said portions of right of way are no longer needed. If said right of way is no longer used for public street purposes, it shall automatically revert to State.
6. Upon conveyance, by deed, of Units A-C to Agency, State relinquishes all maintenance, power costs, repair responsibilities, liabilities and including all appurtenances within the conveyed right of way, to Agency.

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7. State agrees to furnish Agency any maps, records, permits, and any other related data available that may be required to administer Units A-C.
8. State agrees that it will notify the Travel Information Council (TIC) of the transfer of jurisdiction when there are any TIC signs on such facility, in accordance with ORS 377.708. TIC Sign Operations Officer, 229 Madrona Avenue SE, Salem, OR 97302, Phone: (503) 373-0870.
9. State's Project Manager for this Project is Sean P. Maloney, Project Leader, Oregon Department of Transportation, 1390 SE 1st Ave, Ontario, Oregon, 97914, 541-889-8558 ext. 235, Sean.Maloney@odot.state.or.us, or assigned designee upon individual's absence. Agency's Project Manager shall be notified in writing of any contact information changes during the term of this Agreement.

GENERAL PROVISIONS

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

including, without limitation, the provisions of ORS 279C.505, 279C.515, 279C.520, 279C.530 and 279B.270 incorporated herein by reference and made a part hereof. Without limiting the generality of the foregoing, both Parties expressly agree to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Title V and Section 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

5. Both Parties shall perform the service under this Agreement as independent contractors and shall be exclusively responsible for all costs and expenses related to its employment of individuals to perform the work under this Agreement including, but not limited to, retirement contributions, workers compensation, unemployment taxes, and state and federal income tax withholdings.
6. All employers, including both Parties, that employ subject workers who work under this Agreement in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage unless such employers are exempt under ORS 656.126. Agency shall ensure that each of its subcontractors complies with these requirements.
7. Both Parties shall, to the extent permitted by the Oregon Constitution and the Oregon Tort Claims Act, indemnify, defend, save, and hold harmless each other, their officers and employees from any and all claims, suits, and liabilities which may occur in their respective performance of this Project. Agency's total liability shall not exceed the tort claims limits provided in Oregon Tort Claims Act, ORS 30.260 to 30.300, for 'local public bodies'.
8. Notwithstanding the foregoing defense obligations under the paragraph above, neither Party nor any attorney engaged by either Party shall defend any claim in the name of the other Party or any agency/department/division of such other Party, nor purport to act as legal representative of the other Party or any of its agencies/departments/divisions, without the prior written consent of the legal counsel of such other Party. Each Party may, at anytime at its election assume its own defense and settlement in the event that it determines that the other Party is prohibited from defending it, or that other Party is not adequately defending it's interests, or that an important governmental principle is at issue or that it is in the best interests of the Party to do so. Each Party reserve all rights to pursue any claims it may have against the other if it elects to assume its own defense.
9. State and Agency are the only Parties to this Agreement and, as such, are the only Parties entitled to enforce its terms. Nothing in this Agreement gives or shall be construed to give or provide any benefit, direct, indirect or otherwise to third persons unless such third persons are expressly identified by name and specifically described as intended to be beneficiaries of its terms.

10. Agency acknowledges and agrees that State, the Oregon Secretary of State's Office, and their duly authorized representatives shall have access to the books, documents, papers, and records of Agency which are directly pertinent to the specific Agreement for the purpose of making audit, examination, excerpts, and transcripts during the course of the Project and for a period of six (6) years after final payment. Copies of applicable records shall be made available upon request. Payment for costs of copies is reimbursable by State.
11. The properties described above as Units A-C are conveyed subject, however, to the rights of any utilities located with said properties and further subject to the rights of the owners of said existing facilities, if any there be, to operate, reconstruct, and maintain their utility facilities presently located within said properties.
12. 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.
13. This Agreement and attached exhibits constitute the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either party unless in writing and signed by both Parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of either party to enforce any provision of this Agreement shall not constitute a waiver by that party of that or any other provision.

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

This Project is in the 2008-2011 STIP, (Key #16792) that was approved by the OTC on October 21, 2009.

The Oregon Transportation Commission on December 29, 2008, approved Delegation Order No. 2, which authorizes the Director to approve and execute agreements for day-to-day operations. Day-to-day operations include those activities required to implement the biennial budget approved by the Legislature, including activities to execute a project in the Statewide Transportation Improvement Program.

On September 15, 2006, the Director of the Oregon Department of Transportation approved Subdelegation Order No. 2, Paragraph 1, in which authority is delegated to the Deputy Director, Highways to approve and sign agreements over \$75,000 when the work is related to a project included in the Statewide Transportation Improvement

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Program.

SIGNATURE TO FOLLOW

Agency/State
Agreement No. 26638

CITY OF ONTARIO, by and through its
elected officials

By _____

Date _____

By _____

Date _____

APPROVED AS TO LEGAL SUFFICIENCY

By _____
Agency Counsel

Date _____

Agency Contact:

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

State Contact:

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

STATE OF OREGON, by and through
its Department of Transportation

By _____
Deputy Director, Highways

Date _____

APPROVAL RECOMMENDED

By _____
Local Government Section Manager

Date _____

By _____
State Right of Way Manager

Date _____

By _____
Region 5 Manager

Date _____

By _____
Region 5 Right of Way Manager

Date _____

By _____
District 14 Manager

Date _____

APPROVED AS TO LEGAL SUFFICIENCY

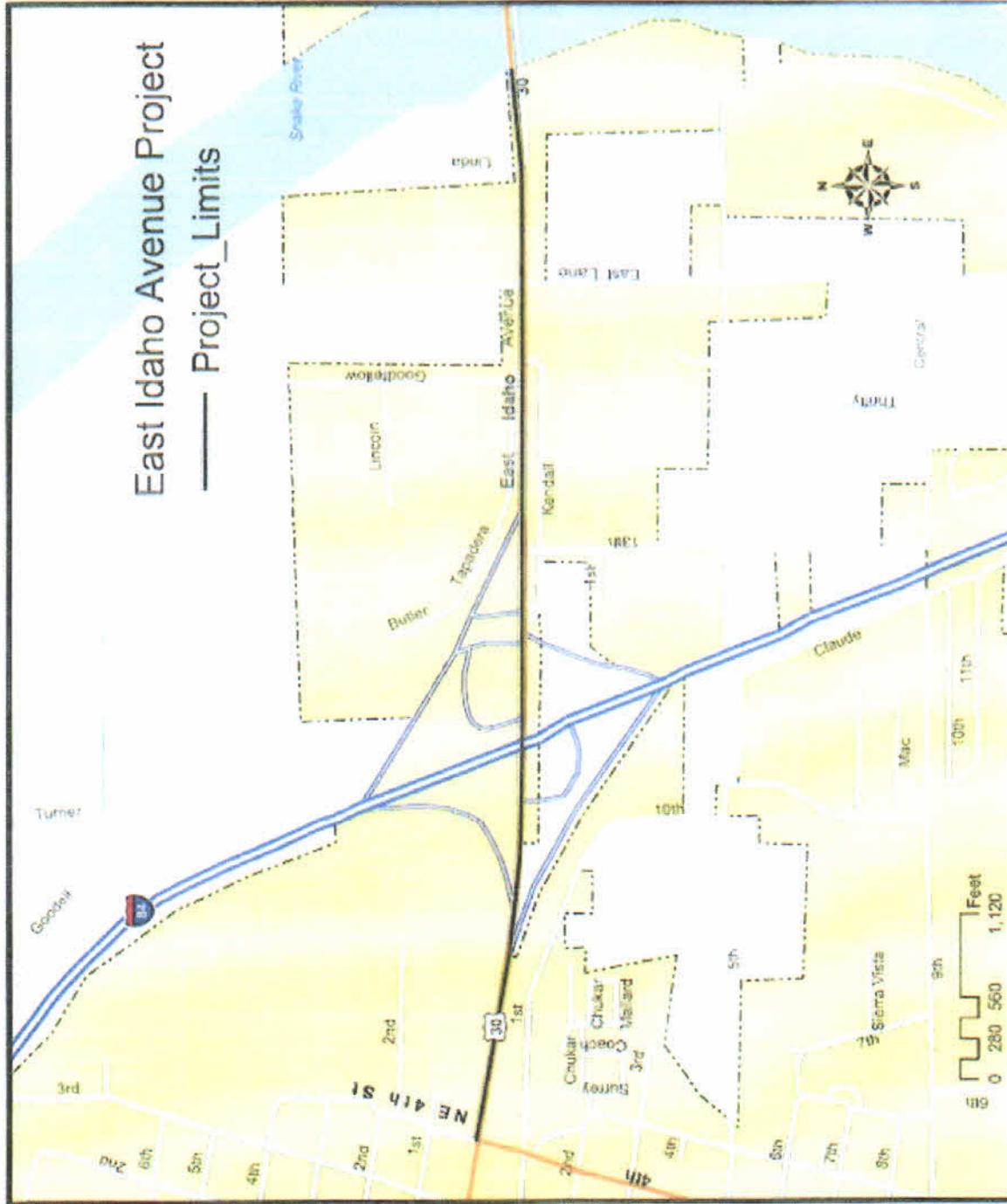
By _____
Assistant Attorney General

Date: _____

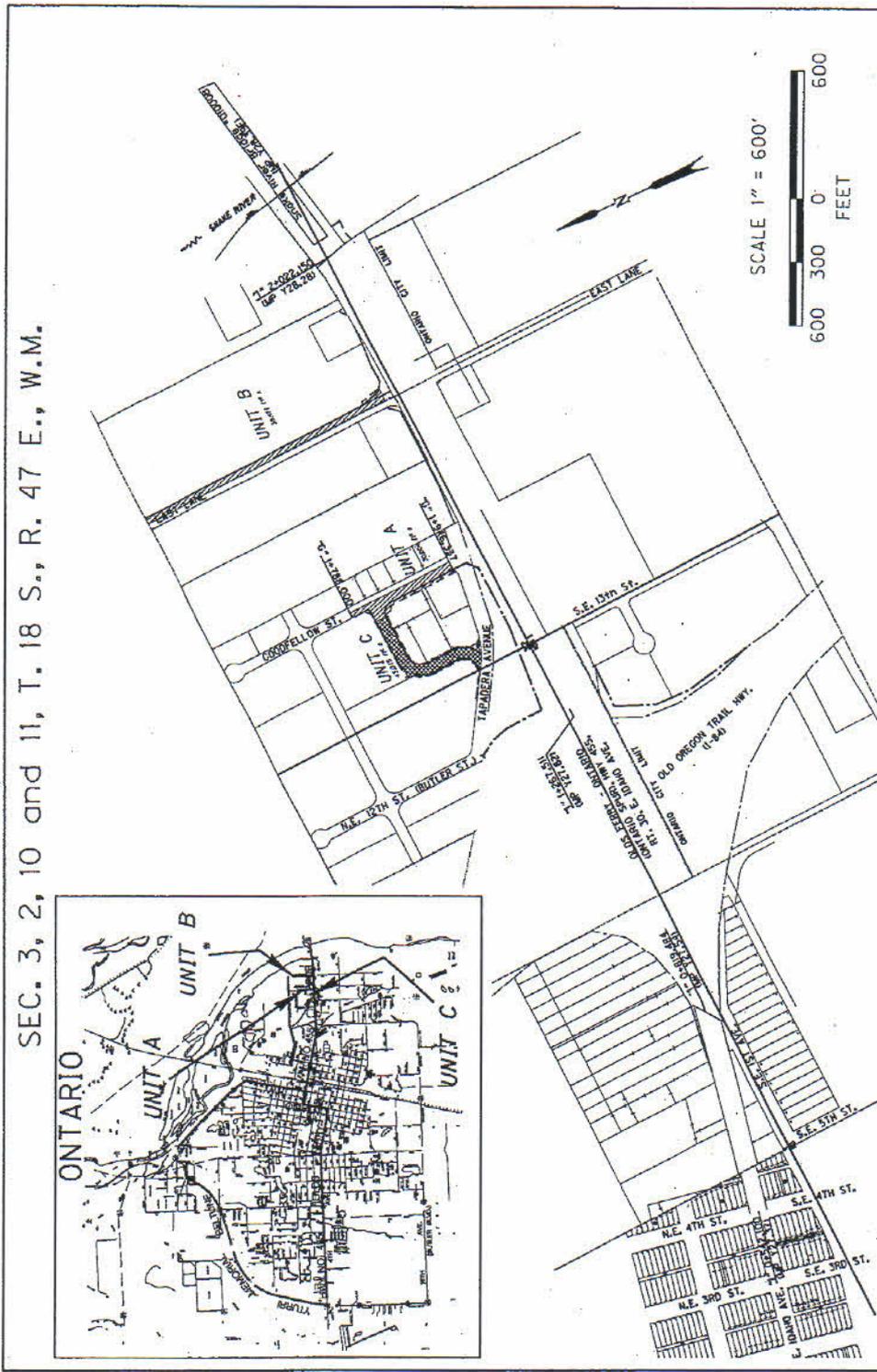
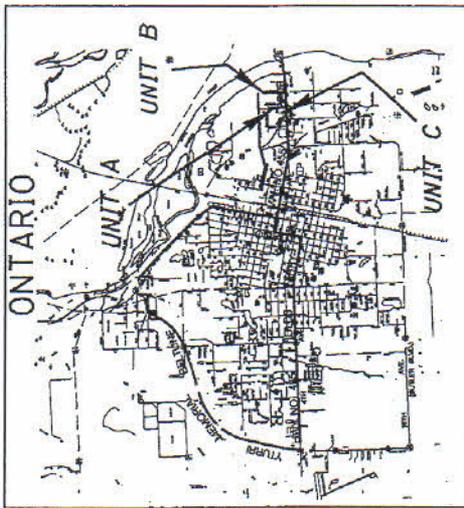
PROJECT DESCRIPTION
 City of Ontario
 US30 East Idaho Avenue

The Project consists of asphalt preservation and reconfiguration of the intersection of East Lane and East Idaho Avenue, and the repaving of East Idaho Avenue from Fourth Street to the Idaho border. The work includes: asphalt grinding, new asphalt placement, intersection reconfiguration, replace signal, striping, sidewalk (replace impacted sidewalk), landscaping (replace impacted), concrete medians, and signage.

Project Cost Estimate		Project Financing	
Preliminary engineering & design	\$ 250,000	Agency Contribution	\$ 800,000
Right-of-way purchase	\$ 200,000	JTA of 2009 Program	\$1,200,000
Construction	\$1,550,000	Total Funds	\$2,000,000
Total Project Cost	\$2,000,000		



SEC. 3, 2, 10 and 11, T. 18 S., R. 47 E., W.M.



OREGON DEPARTMENT OF TRANSPORTATION JT JURISDICTIONAL TRANSFER EXHIBIT B SHEET 1 OF 1	Section	US 30: East Idaho Avenue	Scale	1" = 600'
	Highway	Olds Ferry - Ontario (Ont. Spur) Hwy. 455, Rt. 30	Date	4/12/10
	County	Malheur	File	JT779
	Purpose	Jurisdictional Transfer to the City of Ontario	See Drawing	10B-9-9

Units A-C are described as follows:

UNIT A

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

UNIT B

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

UNIT C

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

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