

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



**COUNCIL MEETING AGENDA
CITY COUNCIL – CITY OF ONTARIO OREGON
TUESDAY, JANUARY 22, 2019, 7:00 PM, MT**

Pursuant to the Public Meetings Laws and Rules within the Oregon Revised Statutes, the City Council has the authority, ability, and standing to take action on any items on the Agenda, or add items to the Agenda, during the Study Session or Regular Meeting, as long as all public meeting notice requirements have been met.

1) CALL TO ORDER

Roll Call: Freddy Rodriguez ____ Marty Justus ____ Ramon Palomo ____ Dan Capron ____
Michael Braden ____ Norm Crume ____ Mayor Riley Hill ____

2) PLEDGE OF ALLEGIANCE

This Agenda was posted on January 18, 2019. Copies of the Agenda are available from the City Hall Customer Service Counter and on the city's website at www.ontariooregon.org.

3) MOTION TO ADOPT THE AGENDA

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

5) OLD BUSINESS

A) Additional Information on Oregon Department of Transportation Grants

6) NEW BUSINESS

- A) Hangar Lease - 361 Bravo - Clyde Hager to Bill Hager
- B) Lease Amendment Moore Park
- C) Resolution #2019-105: A Resolution Establishing a Quarterly Recognition Program for City of Ontario Law Enforcement
- D) Resolution 2019-106: A Resolution to Appropriate Funds for Ontario School District 8C Robotic Team
- E) Resolution #2019-107: A Resolution to Appropriate Funding for FEMA Grant Match to Purchase Self-Contained Breathing Apparatus

7) HAND-OUTS/DISCUSSION ITEMS

8) CORRESPONDENCE, COMMENTS AND EX-OFFICIO REPORTS

9) EXECUTIVE SESSION

A) ORS 192.660(2)(e)

10) ADJOURN



1/22/2019

Ontario Grants through ODOT

SE 2nd Street
SE 5th Avenue

Agenda



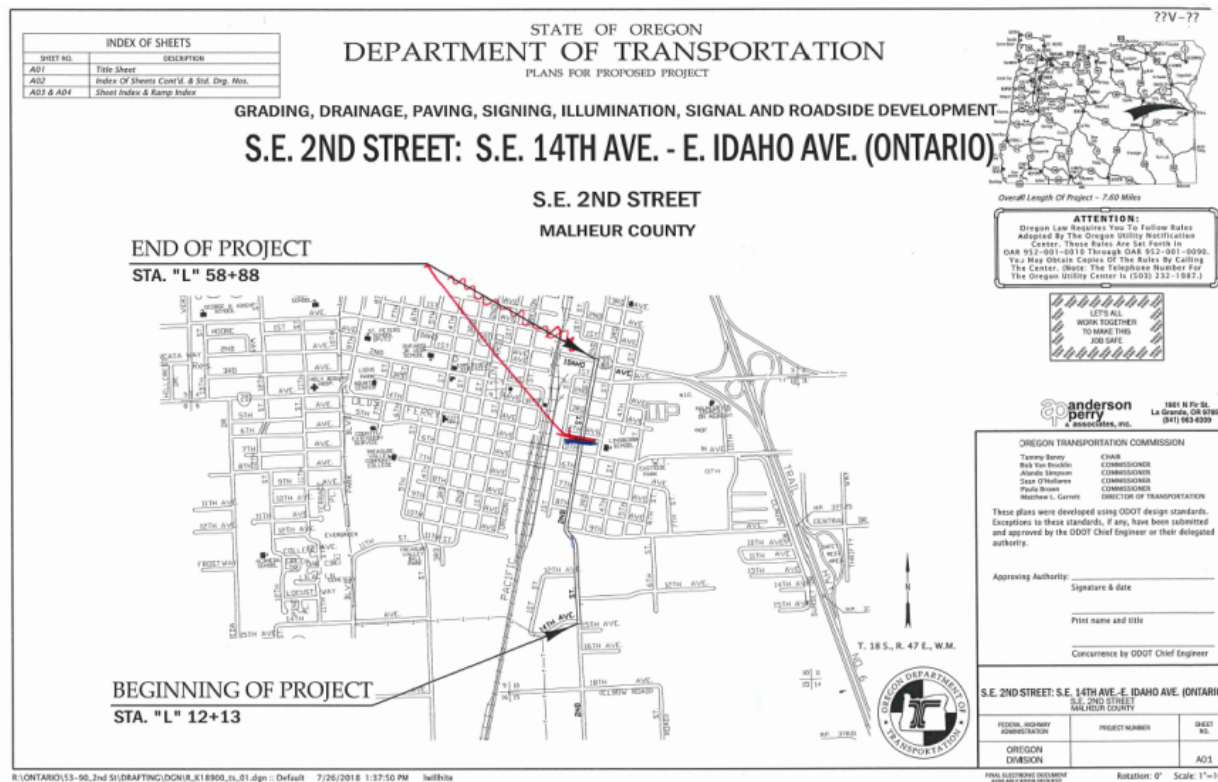
- Ontario grants through the Oregon Department of Transportation (ODOT)
- SE 2nd Street
- SE 5th Ave



SE 2nd Street



Project Limits: SE 14th Ave to SE 5th Ave



Grant Presentation

SE 2nd Street – Project Description 14th to 9th



- ✧ Travel lanes: 14-foot
- ✧ Bike lanes: 6-foot
- ✧ Sidewalks: 6-foot
- ✧ Curb & gutter
- ✧ Drainage improvements
- ✧ Minor intersection modification to improve safety
- ✧ ADA ramps



SE 2nd Street – Project Description 9th to 5th



- ✧ Travel lanes: 12-foot
- ✧ bike lanes: 5-foot
- ✧ Sidewalks 6-foot with landscape buffer strip
- ✧ Parking lanes: 8-foot
- ✧ Curb & gutter
- ✧ Drainage improvements
- ✧ Roadway lighting at SE 2nd Street & SE 5th Ave
- ✧ ADA ramps



SE 2nd Street

- ❧ Funding source
 - ❧ Multimodal Transportation Enhancement Program (MTEP)
 - ❧ Combination of State and Federal Funds
- ❧ August 2014 – Project Letter of Understanding
- ❧ October 2016 - Intergovernmental Agreement Executed



Oregon
John A. Echols, M.D., Governor

August 12, 2014

Teri Barnett
Interim City Manager
City of Ontario
444 SW 4th Street
Ontario, OR 97144

Department of Transportation
ODOT Region 5 Headquarters
3012 Island Avenue
La Grange, OR 97050
Phone: (541) 963-3177

Subject: Project Letter of Understanding - 2015-2014 STIP Enhance Project
Project Name: SE 2ND STREET SE 14TH AVE-B IDAHO AVE
KM: 18930

Now 2015 - Bid

We are pleased to announce the above project has been placed on the Oregon Transportation Commission preliminary award list. This list is released to as the STIP Enhance 100% list and is moving forward in the process.

While the project will not be "officially" awarded funding until final approval by the OTC, ODOT has been working with you to finalize the details of your project. Based on the application, the project scoping study, and the information received from the Pre-Award Letter, our final understanding of the project details are listed below.

It is important to note that this letter is not a legal agreement. The intent, of this letter, is to document each parties understanding of the project details and the timeline for moving forward. The details of your project as stated below will be used to prepare the Intergovernmental Agreement (IGA), if applicable.

Project Financials	Final Project Details
Required STIP Funding Amount:	\$1,430,500.00
Additional Non-Federal Minimum Match (10.27%)	\$131,134.00
Other Funds:	\$114,384.00
Estimated Total Project Cost:	\$1,675,018.00
Matching Ratio:	1:1.69
Match Type:	1:1.69/1.69
Match Provided By:	MTEP - 81.14% Agency - 18.86%
STIP Project:	Cash
Project Scope (IGA Exhibit B ROW):	LPA
Delivery Method:	Regener - New IGA
Estimated Obligation Month/Year - FY:	Restoration of SE 2nd Street from SW 14th Avenue to SE 5th Avenue in Ontario. The project will consist of full reconstruction of the roadway section and will add storm drainage, sidewalks, bike lanes, street lighting, roadway widening, and landscaping.
Estimated Obligation Month/Year - EOE:	State Administered Region Technical Center
Estimated Obligation Month/Year - Construction:	12/2016
Date IGA must be executed by:	NA
State Contact Information:	12/2015 - 60 days prior to Estimated Obligation Month/Year - FY or 1*
State Authority Contact Name:	Plans, sketch, for award
State:	Teri Barnett
County:	Interim City Manager
City:	Teri Barnett
State:	terri.barnett@ontariooregon.org
County:	(541) 889-7484
City:	444 SW 4th Street
State:	Ontario
County:	OR
City:	97144

Page 1

SE 2nd Street

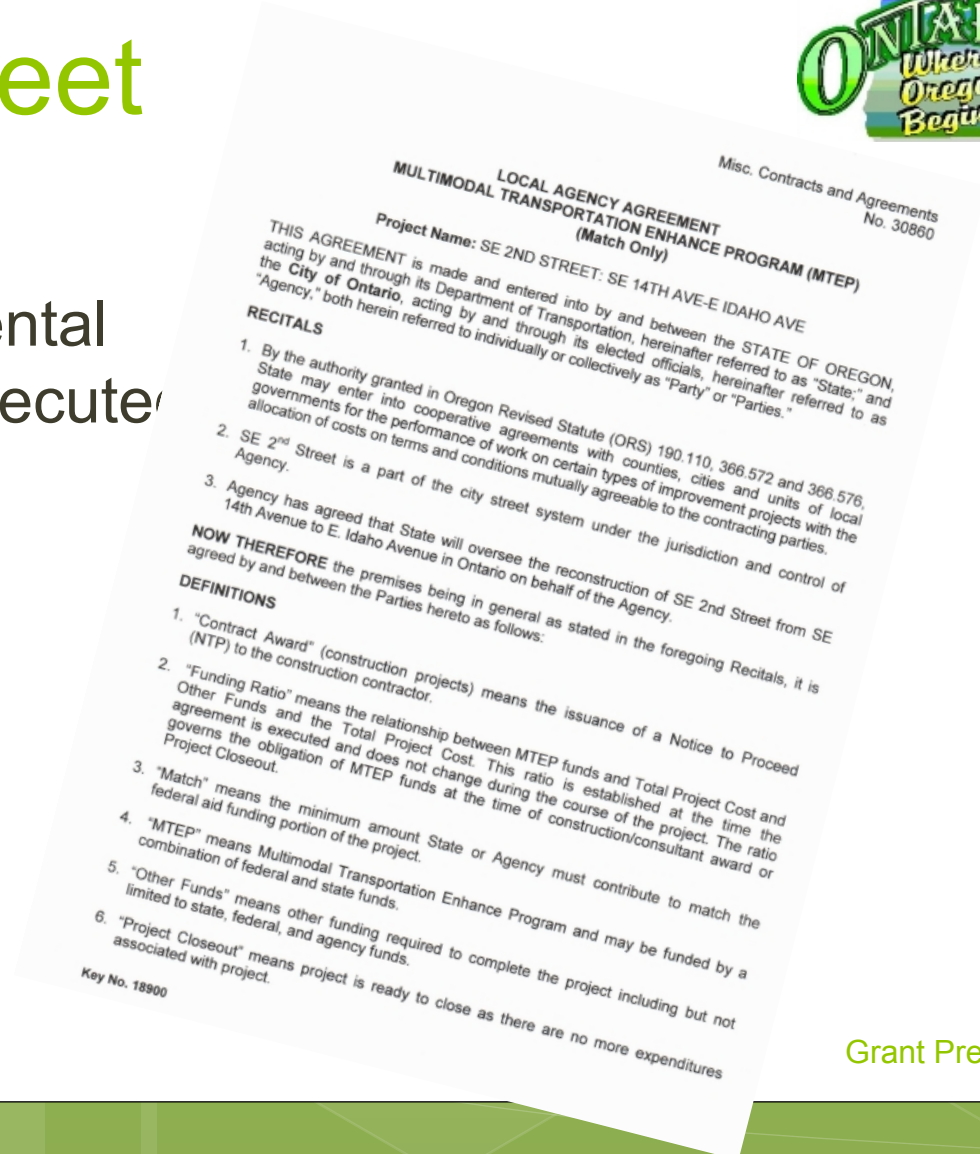


- 🌀 August 2014 – Project Letter of Understanding
 - 🌀 Announced City was selected to receive matching grant funds
 - 🌀 Provided project details
 - 🌀 Location
 - 🌀 Total project dollars
 - 🌀 City match requirement
 - 🌀 Contact information



SE 2nd Street

🔗 October 2016
Intergovernmental
Agreement Executive



SE 2nd Street

- August 2014 – Project Letter of Understanding



Fund Source	Financial Contribution
Enhance STIP	\$2,893,500
City Match	\$545,558
Total Project Funds	\$3,439,058

- Match requirement 10.27%
- City chose 15.86% to increase odds of grant success

SE 2nd Street – Project Schedule



- ROW acquisition - April 24, 2019
- Final PS&E - April 24, 2019
- Bid opening - June 13, 2019
- Construction – Summer 2019

SE 2nd Street Finances to Date



Fund Source	Financial Contribution
Total City Match	\$545,558
Final Design – contributed Feb. 2017	\$31,720
R/W – contributed Jan. 2019	\$75,000
Remaining City Match	\$438,838

- ❧ City is responsible for any overage. State will not provide additional funds beyond the amount promised.

SE 2nd Street – Funding Source



- ↪ City can match with funds from General Fund
- ↪ To date, City has chosen to use funding from the State's Fund Exchange system
- ↪ Current STP allocation: \$807,731

SE 5th Avenue

- Proposed Project Limits:
SE 5th Street
to East Lane



SE 5th Ave – Project Description

Proposed



- ↪ Sidewalks: 6-foot
 - ↪ South side - Drainage swale between sidewalk and roadway
 - ↪ North side – curb & gutter
- ↪ Storm drainage improvements
- ↪ Embankment & retaining wall
- ↪ ADA ramps

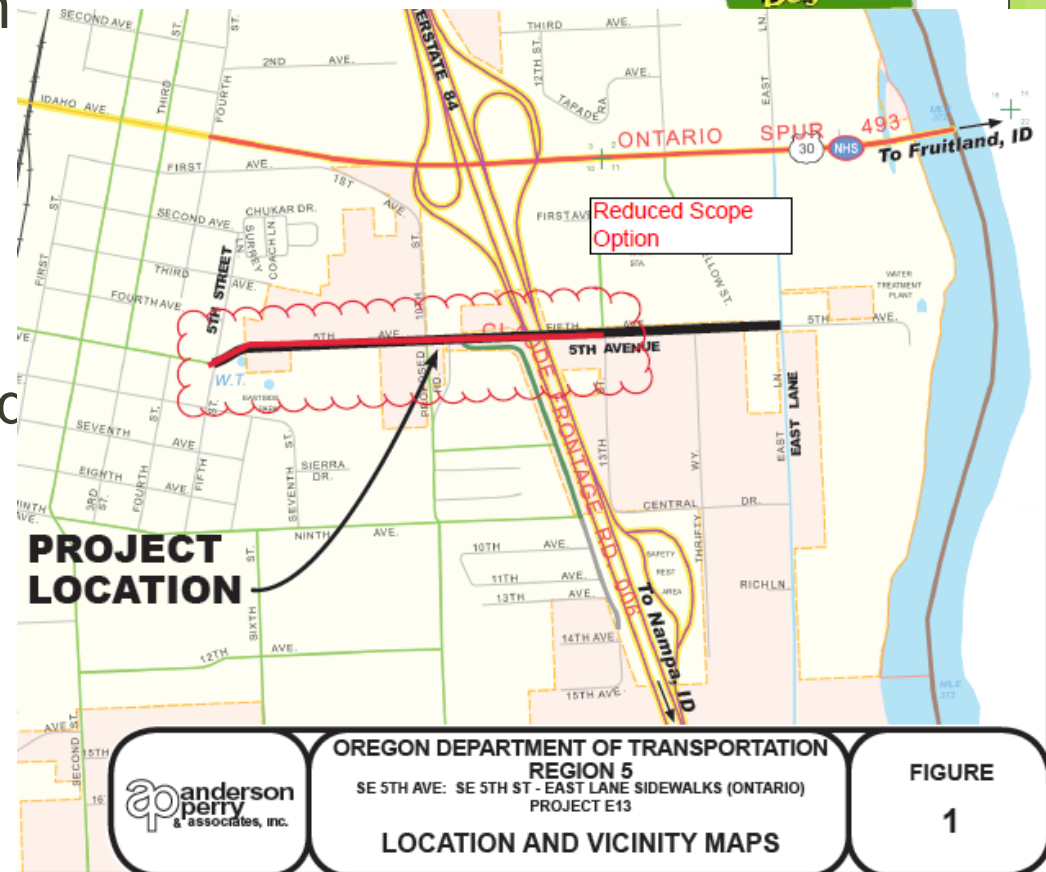


SE 5th Ave – Project Description

Reduced Scope Option



- Reduce project length
- Reduce 6-foot sidewalks
 - South side ONLY - Drainage swale between sidewalk and roadway
- Reduces R/W acquisition and stormwater improvements



SE 5th Ave



- ❧ Funding source
 - ❧ State's Enhance Program
 - ❧ Reimbursement program
- ❧ Project Control
 - ❧ Through City – select consultant off on-call list
 - ❧ ODOT monitors from afar
- ❧ Schedule: 2018 – 2021
- ❧ Intergovernmental Agreement (IGA) signed Dec. 2018

SE 5th Ave Funding

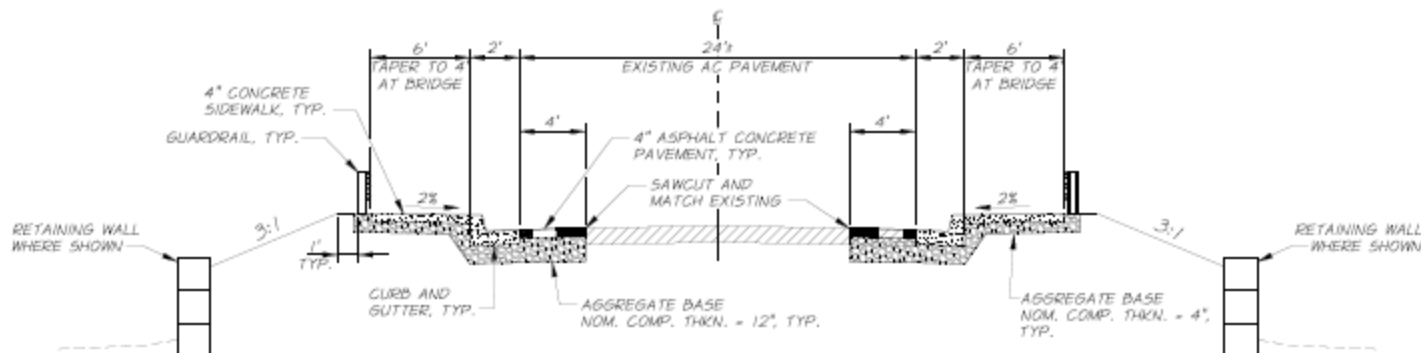


Fund Source	Financial Contribution
ODOT STIP Funding	\$904,033
City Match (10.27%)	\$103,472
Total Project Cost	\$1,007,505

SE 5th Ave Project Schedule



- 🌀 Spring 2019 – Develop Scope of work and begin survey and design
- 🌀 Winter 2019/2020 – Secure Right of Way
- 🌀 Summer 2020 - Construct



TYPICAL SECTION B
5TH AVENUE AT I-84 OVER PASS APPROACH
 N.T.S.



**AGENDA REPORT
NEW BUSINESS
January 22, 2019**

To: Mayor and City Council

FROM: Daniel Beaubien, Airport Manager

THROUGH: Adam J. Brown, City Manager

SUBJECT: HANGAR LEASE - 361 BRAVO - CLYDE HAGER TO BILL HAGER

DATE: January 16, 2019

PROPOSED MOTION:

I MOVE THE CITY COUNCIL GRANT THE LEASE AS PRESENTED TO BILL HAGER FOR HIS HANGER LOCATED AT 361 BRAVO AT THE ONTARIO MUNICIPAL AIRPORT.

SUMMARY:

Clyde Hager has sold Hanger 361 Bravo to Bill Hager. A new lease needs to be executed to reflect this change in ownership.

BACKGROUND:

It is the responsibility of the City of Ontario to approve all hanger leases at the Ontario Municipal airport.

CURRENT SITUATION:

Bill Hager has purchased Hanger 361 Bravo and is asking for the lease to be in his name.

ANALYSIS:

- A. **FINANCIAL** All new leases are updated with the current rate.
- B. **TIMING** The purchase has already taken place and so it is timely to update the lease.
- C. **POLICY/LEGAL** The City of Ontario is required to provide a lease for hanger owners at the airport.

ALTERNATIVES:

The City Council could choose not to grant the lease for Hanger 361 Bravo to hanger owner Bill Hager.

RECOMMENDATION:

Staff recommends the the lease be granted to Bill Hager for the hanger located at 361 Bravo at the Ontario Municipal airport.

ATTACHMENTS:

1. Bill Hager Insurance 2018
2. Bill Hager Purchase
3. Bill Hager 361 Bravo map
4. Bill Hager - 361 Bravo Lease



Coverage Is Provided In:
Ohio Security Insurance Company

Policy Number:
BLS (20) 59 45 93 87
Policy Period:
From 01/11/2019 To 01/11/2020
12:01 am Standard Time
at Insured Mailing Location

Common Policy Declarations

Named Insured & Mailing Address

BILL HAGER
1495 GRANDVIEW AVE
PARMA, ID 83660

Agent Mailing Address & Phone No.

(541) 372-5301
FIELD-WALDO INS. AGENCIES, INC -N
378 W IDAHO AVE
ONTARIO, OR 97914-2345

Named Insured Is: INDIVIDUAL

Named Insured Business Is: PERSONAL AIRPLANE HANGER

In return for the payment of the premium, and subject to all the terms of this policy, we agree with you to provide the insurance as stated in this policy.

SUMMARY OF COVERAGE PARTS AND CHARGES

This policy consists of this Common Policy Declarations page, Common Policy Conditions, Coverage Parts (which consist of coverage forms and other applicable forms and endorsements, if any, issued to form a part of them) and any other forms and endorsements issued to be part of this policy.

COVERAGE PART

CHARGES

Commercial General Liability

\$250.00

Total Charges for all of the above coverage parts:
Certified Acts of Terrorism Coverage:

\$1.00

\$250.00
(Included)

Note: This is not a bill

IMPORTANT MESSAGES

- This policy is auditable. Please refer to the conditions of the policy for details or contact your agent.
- Notice: The Employment-Related Practices Exclusion CG 21 47 is added to this policy to clarify there is no coverage for liability arising out of employment-related practices. Please read this endorsement carefully.

Issue Date 01/11/19

Authorized Representative

To report a claim, call your Agent or 1-800-366-6446

DS 70 21 11 16

Policy Number:
BLS (20) 59 45 93 87

Policy Period:
From 01/11/2019 To 01/11/2020

*12:01 am Standard Time
at Insured Mailing Location*

Common Policy Declarations

Named Insured	Agent
BILL HAGER 1495 GRANDVIEW AVE PARMA, ID 83660	(541) 372-5301 FIELD-WALDO INS. AGENCIES, INC -N 378 W IDAHO AVE ONTARIO, OR 97914-2345

POLICY FORMS AND ENDORSEMENTS

This section lists the Forms and Endorsements for your policy. Refer to these documents as needed for detailed information concerning your coverage.

FORM NUMBER	TITLE
CG 00 01 04 13	Commercial General Liability Coverage Form - Occurrence
CG 20 18 04 13	Additional Insured - Mortgagee, Assignee Or Receiver
CG 21 06 05 14	Exclusion - Access Or Disclosure Of Confidential Or Personal Information And Data-Related Liability - With Limited Bodily Injury Exception
CG 21 18 10 17	Oregon - Marijuana Exclusion
CG 21 47 12 07	Employment-Related Practices Exclusion
CG 21 67 12 04	Fungi or Bacteria Exclusion
CG 21 70 01 15	Cap on Losses from Certified Acts of Terrorism
CG 21 76 01 15	Exclusion of Punitive Damages Related to a Certified Act of Terrorism
CG 24 26 04 13	Amendment of Insured Contract Definition
CG 84 99 08 09	Non-Cumulation Liability Limits Same Occurrence
CG 88 10 04 13	Commercial General Liability Extension
CG 88 77 12 08	Medical Expense At Your Request Endorsement
CG 88 86 12 08	Exclusion - Asbestos Liability
IL 00 17 11 98	Common Policy Conditions
IL 00 21 09 08	Nuclear Energy Liability Exclusion Endorsement (Broad Form)
IL 01 42 09 08	Oregon Changes - Domestic Partnership
IL 02 79 09 08	Oregon Changes - Cancellation and Nonrenewal

In witness whereof, we have caused this policy to be signed by our authorized officers.

Mark C. [Signature]

Mark Touhey
Secretary

JROC

Paul Condryn
President

To report a claim, call your Agent or 1-800-362-0000
DS 70 21 11 16



Coverage Is Provided In:
Ohio Security Insurance Company

Policy Number:
BLS (20) 59 45 93 87

Policy Period:
From 01/11/2019 To 01/11/2020
12:01 am Standard Time
at Insured Mailing Location

Commercial General Liability

Declarations

Basis: Occurrence

Named Insured

BILL HAGER

Agent

(541) 372-5301
FIELD-WALDO INS. AGENCIES, INC -N

SUMMARY OF LIMITS AND CHARGES

Commercial General Liability Limits of Insurance	DESCRIPTION	LIMIT
	Each Occurrence Limit	1,000,000
	Damage To Premises Rented To You Limit (Any One Premises)	1,000,000
	Medical Expense Limit (Any One Person)	15,000
	Personal and Advertising Injury Limit	1,000,000
	General Aggregate Limit (Other than Products - Completed Operations)	2,000,000
	Products - Completed Operations Aggregate Limit	2,000,000

**Explanation of
Charges**

DESCRIPTION	PREMIUM
General Liability Schedule Totals	167.00
Policy Writing Minimum Premium Adjustment	82.00
Certified Acts of Terrorism Coverage	1.00

Total Advance Charges:

\$250.00

Note: This is not a bill

To report a claim, call your Agent or 1-800-362-0000

DS 70 22 01 08

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED -
MORTGAGEE, ASSIGNEE, OR RECEIVER**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Person(s) Or Organization(s):

City of Ontario

444 SW 4th Street

Ontario, OR 97914

Designation Of Premises:

Ontario Airport #361 Row B

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to their liability as mortgagee, assignee, or receiver and arising out of the ownership, maintenance, or use of the premises by you and shown in the Schedule.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance**:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

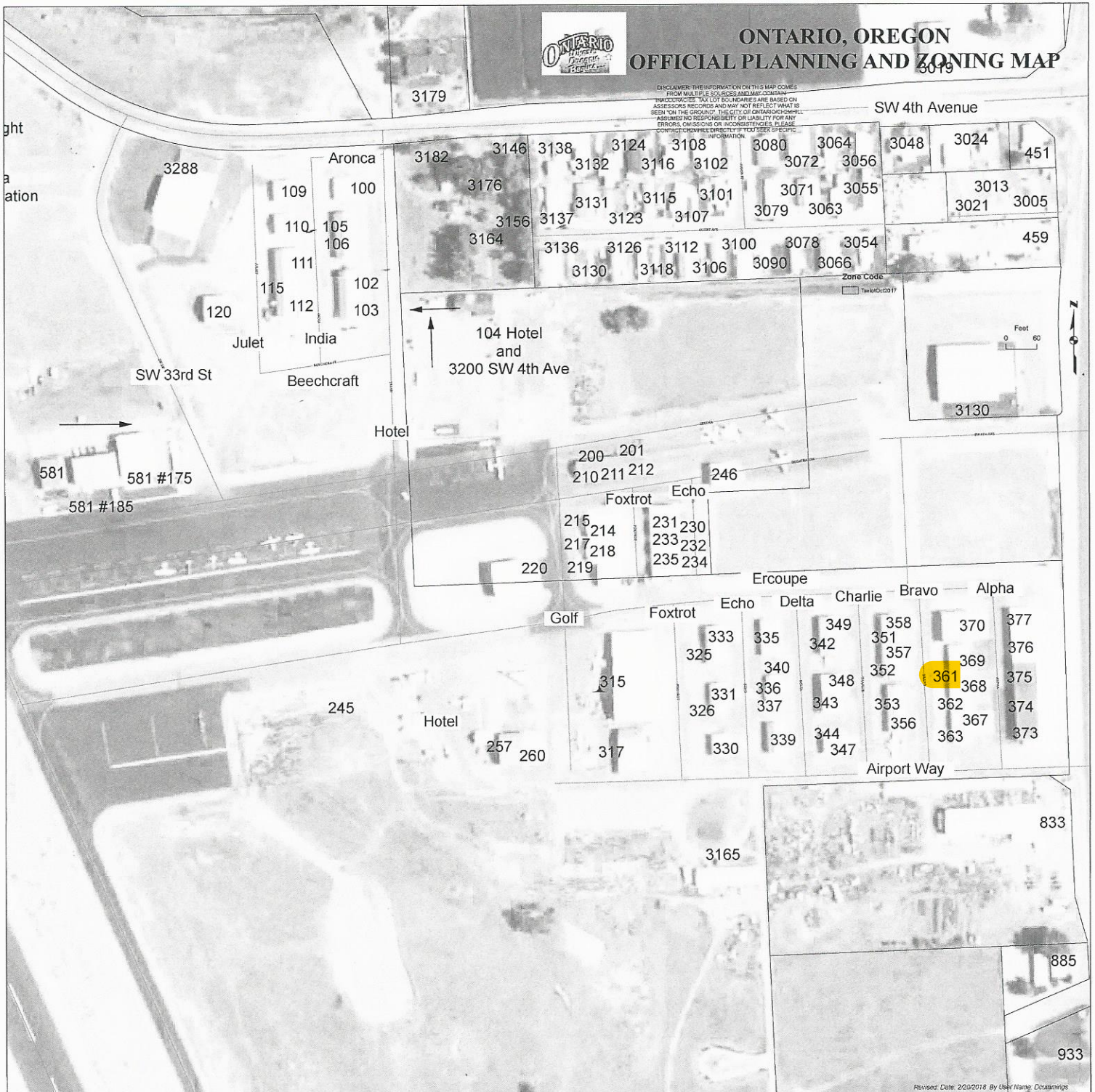
whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

Clyde W Hager
I Clyde W HAGER
Sell 361 Row B Hager to
Bill Hager this 30th
day of October 2018
to Bill E Hager,
Bill E Hager

Exhibit "A"

Hanger Lease



City of Ontario
Municipal Airport,
Malheur County,
Oregon



LEASE AGREEMENT

THIS AGREEMENT made and entered into this **22 day of January, 2019**, by and between the **City of Ontario, Oregon, a municipal corporation**, hereinafter referred to as "Landlord" and **Bill Hager** hereinafter referred to as "Tenant."

WITNESSETH:

WHEREAS, Landlord is the owner of certain real property known and operated as the Ontario Municipal Airport; and

WHEREAS, Tenant desires to lease certain real property for airplane storage and hangar use.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein it is agreed as follows:

- 1) Landlord lease to Tenant and Tenant leases from Landlord the real property described in Exhibit "A," attached hereto and by this reference incorporated herein, for a period of **TWENTY (20) years**, commencing on the **22nd day of January, 2019**. If the lease is not in default, unless either party shall give written notice prior to each anniversary date of this lease, and subject to Landlord's receipt from Tenant of the annual lease payment, the lease term will automatically renew for a successive ten-year term. A decision by Landlord to give Tenant written notice that Landlord does not intend to extend the ten year term of this lease shall be based upon Landlord's need to utilize the subject property for other airport or aircraft purposes.
- 2) Tenant shall pay to the Landlord as yearly rent the sum of **fifteen cent (15.0) cents** per square foot of the property described in Exhibit "A", subject to the rights of Landlord to escalate said rental amount as more specifically provided for hereinafter. The parties hereto covenant and agree that the total area of the property described in Exhibit "A" is **(960) square feet** for the purposes of determining the annual rent herein. The annual rental amount shall be paid on or before the **15th day of August each year and is payable each year in advance**.
- 3) It is mutually understood and agreed between the parties hereto that the rental amount may be adjusted upward or downward annually in the sole discretion of the Common Council of the City of Ontario. Such adjustment may be made in any year and shall be effective for the balance of the lease term or until further adjustment, if any. Any increase in rent shall not exceed the percentage increase in the Consumer Price Index for Oregon for the previous year. Adjustments to the rent shall not be made more frequently than one adjustment per year and each yearly adjustment shall not be an amount greater than 6% of the then existing rent.
- 4) The property shall be used to build an airplane hangar to be used primarily as storage of one or more airplanes. Any such construction shall be completed solely with Tenant's labor and at Tenant's expense.

- 5) Any new construction or improvements made on the property are to be approved in writing prior to commencement of either, and the same to be constructed and operated in conformity with all ordinances and regulations of the City.
- 6) The Tenant will keep and maintain all structures on the leased property in a constant state of good repair, and will refrain from storing any airplane parts, equipment, or debris outside buildings and will keep the premises in a clean, sightly condition. Any aircraft hangar located on the leased premises shall have operative doors. It is mutually understood and agreed between the parties hereto that the building inspector of the City of Ontario shall have the right to inspect the premises periodically. In the event the building inspector of the City of Ontario deems any structure upon the leased premises not to be in compliance with any applicable statute, ordinance, rules or regulation or this agreement the Tenant agrees to correct such non-complying item at the Tenant's sole expense.
- 7) The Landlord covenants and agrees to spray or otherwise control weeds located on and around the leased premises.
- 8) The color of paint used in all new construction and in the painting of any and all structures shall conform to the airport color scheme as adopted by the Airport Committee.
- 9) The Tenant shall not use leased land for any purposes other than those authorized herein without the written consent of the Landlord.
- 10) The Landlord reserves the right to further develop the airport or landing area of the airport as it sees fit.
- 11) The Landlord reserves the right, but not the obligation to maintain and keep in repair the landing area of the airport and all public facilities of the airport.
- 12) This lease shall be subordinate to the provisions of any existing or future agreement between the Landlord and the United States relative to the operation or maintenance of the airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development of the airport.
- 13) During the time of war or national emergency, the Landlord shall have the right to lease the landing area or any part thereof to the United States government for military or naval use, and if such lease is executed, the provisions of this instrument insofar as they are inconsistent with the provisions of the lease to the government shall be suspended.
- 14) Except with respect to activities for which the Landlord is responsible, the Tenant shall pay as due all claims for work done on and for services rendered or material furnished to the leased premises and shall keep the premises free from any liens. If Tenant fails to pay such claims or to discharge any lien, Landlord may do so and collect the cost as additional rent. Any amount so added shall bear interest at the rate of 12% per annum from the date expended by Landlord and shall be payable on demand. Such action by Landlord shall not constitute a waiver of any right or remedy which Landlord may have on account of Tenant's default.

Tenant may withhold payment of any claim in connection with a good-faith dispute over the obligation to pay, so long as Landlord's property interests are not jeopardized. If a lien is filed as a result of non-payment, Tenant shall, within ten days after knowledge of the filing, secure the discharge of the lien or deposit with Landlord cash or a sufficient corporate surety bond or other security satisfactory to Landlord in an amount sufficient to discharge the lien plus any costs, attorney fees and other charges that could accrue as a result of a foreclosure or sale under the lien.

15) The Tenant shall obtain Commercial General Liability Insurance in a responsible company, with limits of \$1,000,000 each occurrence with a \$2,000,000 General Aggregate. Such insurance shall cover all risks arising directly or indirectly out of Tenant's activities on or any condition of the leased premises whether or not related to an occurrence caused or contributed to by Landlord's negligence, shall protect Tenant against the claims of Landlord on account of the obligations assumed by Tenant under the provisions of the indemnification paragraph contained herein, and shall protect Landlord and Tenant against any and all claims of third persons. **Tenant is required to provide a copy of current insurance coverage to the city.**

For purposes of compliance with this section, the landlord may provide sufficient insurance, naming the tenant as an additional insured. Should the landlord be unable to obtain liability and property damage insurance which provides adequate coverage, the tenant shall be responsible for such coverage as specified above. In the event the landlord provides said insurance, landlord makes no representations, warranties or assurances that said coverage is adequate for the purposes of protecting tenant. The purpose of said insurance is solely for the protection of landlord and nothing in this paragraph is intended to waive the limits as established in the Oregon Tort Claims Act, ORS 30.260 et seq., as it applies to landlord.

Should the landlord be required to pay additional or increased rates, the City shall have a right to surcharge the tenants in an amount in excess of the annual rental rate as defined in Section 3 of this agreement sufficient to reimburse the City.

16) No part of the leased property may be assigned to any third person without the prior written consent of the Landlord. This provision shall apply to all transfers by operation of law and to transfers to and by trustees in bankruptcy, receivers, administrators, executors and legatees. No consent in one instance shall prevent the provision from applying to a subsequent instance. The Landlord shall consent to a transaction covered by this provision when withholding such consent would be unreasonable in the circumstances.

17) The following shall be events of default:

- a) Failure of Tenant to pay any rent or other charge within thirty (30) days after it is due.
- b) Failure of Tenant to comply with any term or condition or fulfill any obligation of the lease (other than the payment of rent or other charges) within fifteen (15) days after written notice by Landlord specifying the nature of the default with reasonable particularity. If the default is of such a nature that it cannot be completely remedied with the fifteen (15) day period, this provision shall be complied with if Tenant begins correction of the default within the fifteen (15) day period and thereafter proceeds with reasonable diligence and in good-faith to effect the remedy as soon as practicable.

c) Insolvency of Tenant; an assignment by Tenant for the benefit of creditors; the filing by Tenant of a voluntary petition in bankruptcy; and adjudication that Tenant is bankrupt or the appointment of a receiver of the properties of Tenant; the filing of an involuntary petition of bankruptcy and failure of the Tenant to secure a dismissal of the petition within thirty (30) days after filing; attachment of or the levy of execution on the leasehold interest and failure of the Tenant to secure discharge of the attachment or release of the levy of execution within thirty (30) days. If Tenant consists of two (2) or more individuals or business entities, the events of default specified in this paragraph shall apply to each individual unless within thirty (30) days after an event of default occurs the remaining individuals produce evidence satisfactory to Landlord that they have unconditionally acquired the interest of the one causing the default. If the lease has been assigned, the events of default so specified shall apply only with respect to the one then exercising the rights of Tenant under the lease.

18) In the event of a default, the lease may be terminated at the option of the Landlord by notice in writing to Tenant. The notice may be given before or within thirty (30) days after the running of the grace period for default and may be included in a notice of failure of compliance given under the provisions of paragraph 17(b) above set forth. If the property is abandoned by Tenant in connection with a default, termination shall be automatic and without notice.

19) If the lease is not terminated by election of Landlord or otherwise, Landlord shall be entitled to recover damages from Tenant for the default.

20) If the lease is terminated for any reason, Tenant's liability for damages shall survive such termination, and Tenant shall vacate the property immediately and shall remove all improvements and buildings constructed on the leased premises and shall perform any necessary clean-up or other work required to lease the property in its original condition. Any improvements not removed within ninety (90) days after the termination of this agreement shall become the property of the Landlord. Landlord may re-enter, take possession of the premises and remove any persons or property by legal action or by self-help with the use of reasonable force and without the liability for damages.

21) The foregoing remedies shall be in addition to and shall not exclude any other remedy available to Landlord under applicable law.

22) Waiver by either party of strict performance of any provision of this lease shall not be a waiver of or prejudice the party's right to require strict performance of the same provision in the future or of any other provision.

23) If suit or action is instituted in connection with any controversy arising out of this lease, the prevailing party shall be entitled to recover in addition to the costs such sum as the court may adjudge reasonable as attorney fees, including attorney fees upon appeal.

24) Any notice required or permitted under this lease shall be given when actually delivered or when deposited in the United States mail as certified mail, addressed as follows:

To Landlord: City of Ontario
444 SW 4th Street
Ontario, Oregon 97914

To Tenant: Bill Hager
1495 Grandview Ave.
Parma, Idaho 83660

or to such other address as may be specified from time to time by either of the parties in writing.

25) Subject to the above-stated limitation on transfer of Tenant's interest, this lease shall be binding upon and inure to the benefit of the parties, their respective successors and assigns.

26) If the Tenant fails to perform any obligation under this lease, the Landlord shall have the option to do so after fifteen (15) day's written notice to the Tenant. All of the Landlord's expenditures to correct the default shall be reimbursed by the Tenant on demand with interest at the rate of 12% per annum from the date of expenditure by the Landlord.

27) In construing this lease, it is understood that the Landlord or Tenant may be more than one person; that if the context so requires, the singular pronoun shall be taken to mean and include the plural, the masculine, the feminine and the neuter, and that generally all grammatical changes shall be made, assumed and implied to make the provisions hereof apply equally to corporations and to individuals.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed as of the date and year first above written.

CITY OF ONTARIO, OREGON

ATTEST

Ronald Verini, Mayor

Tori Barnett, MMC, City Recorder

TENANT

TENANT

Bill Hager

Bill Hager 361 Bravo



**AGENDA REPORT
NEW BUSINESS
January 22, 2019**

To: Mayor and City Council

FROM: Adam J. Brown, City Manager

THROUGH: Adam J. Brown, City Manager

SUBJECT: **LEASE AMENDMENT MOORE PARK**

DATE: January 18, 2019

PROPOSED MOTION:

I MOVE THE CITY COUNCIL APPROVE RESOLUTION #2019-105 A LEASE AMENDMENT WITH RILEY HILL FOR MOORE PARK.

SUMMARY:

Mayor Hill has requested a revision to the lease of Moore Park

BACKGROUND:

The Council renewed a lease with Riley Hill on December 18, 2018.

CURRENT SITUATION:

Mayor Hill has requested that an amendment be made to the lease so that the lease is only from January 1 through November 30 of each year. This would allow holiday or religious uses during the month of December.

The City does not use the park during the month of December. Amending this use will have no impact on the City's use.

ANALYSIS:

- A. **FINANCIAL** There will be no financial impact. The city only pays \$1 annually, the minimum amount for a lease.
- B. **TIMING** Timing is not an issue at this time.
- C. **POLICY/LEGAL** Only the Council can approve or amend a property lease.

ALTERNATIVES:

Take no Action - The city will have the lease all 12 months of the year.

RECOMMENDATION:

Staff recommends that the City Council approve the amended lease.

ATTACHMENTS:

1. LEASE_CC_Modification of Moore Park_1 18 2019



LEASE AGREEMENT

DATED: This _____ of _____, 2019

BETWEEN RILEY J. HILL, herein, "Landlord"

AND City of Ontario, hereinafter, "Tenant"

Premises:

- A. Landlord owns real property in Malheur County described in Exhibit A and commonly known as Moore Park (the "Property").
- B. Landlord is willing to lease the entire Property to Tenant for use as a City Park.
- C. The parties wish to reduce their agreement to writing.

Agreement:

Landlord and Tenant covenant, contract, and agree as follows:

1. **Lease:** Landlord leases to Tenant and Tenant leases from Landlord the Property on the terms and conditions set forth herein.
2. **Rent:** The rent shall be ONE DOLLAR (\$1.00) per year.
3. **Term:** The lease shall run for a period of five years from the date set forth above from January 1st, through November 30th of each year. Either party may terminate the Lease before the five-year expiration date upon giving thirty (30) days written notice to the other party. Renewal of the lease shall be negotiated no more than ninety (90) days prior to termination.
4. **Hold Harmless:** The City, subject to the limits of public body liability set forth in the Oregon Tort Claims Act, ORS 30.260 *et seq*, will hold Landlord harmless from any claims whatsoever, accruing after the date hereof and arising solely out of the use of the property for City park purposes.
5. **Use of Property:** The property may be used as a City park and for no other purpose.
 - a. Tenant shall have exclusive right to the property.
 - b. To maintain tax exempt status, no other rents shall be collected by the Landlord for any portion of the parcel described in Exhibit A.

6. **Maintenance:** So long as the Property is used as a City park, the landlord shall have no obligations whatsoever concerning the maintenance, safeguarding , irrigation, or upkeep of the Property.
7. **No Improvements:** The City shall not place any improvements on the Property without first obtaining the written approval of the Landlord.
8. **Filing for Tax Exemption:** The Lessee (the City) shall file tax exemption documents with the Malheur County Tax Assessor's Office on or before April 1st of each year, or as deemed necessary by the County.
9. **Sale of Property by Landlord.** If Landlord decides to terminate the lease before its five-year expiration in order to sell the Property to a third party, Landlord shall give Tenant a right of first refusal to purchase the Property on the same terms that the Landlord was willing to accept from the third party. Tenant shall have 30 days from the date it is notified in writing of the proposed sale terms within which to accept or reject those terms. If Tenant rejects the terms, Landlord may proceed with the sale to the third party. If Tenant accepts the terms, Tenant shall make the funds available to close the sale within thirty days of accepting the sale terms. The sale will be closed at a local title company selected by the parties, and Landlord will convey the Property to Tenant by warranty deed free and clear of any liens or encumbrances to title other than those set forth in a title policy purchased by Landlord for the benefit of Tenant, insuring title in the amount of the purchase price.

Signed and dated _____, 2019.

Landlord:

Tenant:

Riley J. Hill

Norm Crume, Council President

Attest:

Tori Barnett, City Recorder

EXHIBIT "A"



A parcel of land in Township 18 South, Range 47 East of the Willamette Meridian, Section 3, more particularly described as follows:

A parcel in Block 13 of the Plat of the Original Town of Ontario, Malheur County, Oregon, as follows:

The East 35 feet of Lots 1 through 5, inclusive, Lots 11 through 15, inclusive, together with that portion of the alley vacated by Ordinance #1785 in said Block 13.

Tax Map 18S4703CC; Tax Lot No. 5901



**AGENDA REPORT
NEW BUSINESS
January 22, 2019**

To: Mayor and City Council

FROM: Peter Hall, Human Resources Manager

THROUGH: Adam J. Brown, City Manager

SUBJECT: **RESOLUTION #2019-105: A RESOLUTION ESTABLISHING A QUARTERLY RECOGNITION PROGRAM FOR CITY OF ONTARIO LAW ENFORCEMENT**

DATE: January 17, 2019

PROPOSED MOTION:

I MOVE THE CITY COUNCIL APPROVE RESOLUTION #2019-105, A RESOLUTION ESTABLISHING A QUARTERLY RECOGNITION PROGRAM FOR CITY OF ONTARIO LAW ENFORCEMENT.

SUMMARY:

Employee recognition helps foster a happy and more productive workplace. Mayor Riley Hill requests that the City begin a recognition program which awards members of Ontario law enforcement for exceptional service to the community.

Awards will be given on a quarterly basis in March, June, September, and December. Any member of the Police Department may be nominated by the Police Chief, Lieutenant, or a Sergeant. Nomination forms have been created and will be available to the Police Department.

To be nominated for the award, one or more of the following criteria must be met:

- Exceptional in-field service
- Embodiment of the City's CORE values
- Creation of an efficient/streamlined process
- Contribution to revenue/cost containment
- Completion of a special project/team

Nominees will be reviewed by Mayor Hill who will select the recipient of the quarterly award. Recipients of the award will receive \$100 and a plaque commemorating the occasion. The award will be presented at a City Council Work Session or a City Council Meeting during the designated month.

BACKGROUND:

Earlier this month, Mayor Riley Hill suggested the creation of an employee recognition program which awards City of Ontario law enforcement for exceptional service. Mayor Hill offered to donate \$100 to the recipient of each award on a quarterly basis.

Adam Brown, City Manager, assigned Peter Hall, Human Resources Manager, to organize the program and present it to City Council for passage through Resolution #2019-105.

CURRENT SITUATION:

An overview of the program, including nomination criteria, and nomination forms have been created. The City Council must authorize the recognition program before it is implemented by passing Resolution #2019-105.

ANALYSIS:

- A. **FINANCIAL** The \$100 reward will be donated by Mayor Riley Hill. The City will be responsible for providing a plaque for the employee. Plaques can be purchased from a range of \$15-\$50. The financial impact would be no greater than \$200 per year.
- B. **TIMING** There are no deadlines for approving this program. As currently planned, the first award would be given during the month of March 2019.
- C. **POLICY/LEGAL** The City of Ontario has no policy regarding employee recognition programs.

ALTERNATIVES:

Do not approve the resolution to establish a quarterly recognition program for City of Ontario law enforcement.

RECOMMENDATION:

Staff recommends that the Council approve Resolution #2019-105.

ATTACHMENTS:

- 1. Recognition Program Resolution
- 2. Recognition Program Overview
- 3. Nomination Form



RESOLUTION #2019-105

A RESOLUTION ESTABLISHING A QUARTERLY RECOGNITION PROGRAM FOR CITY OF ONTARIO LAW ENFORCEMENT

WHEREAS, the City of Ontario wishes to promote a happy and more productive workplace environment; and

WHEREAS, a CORE value of the City of Ontario is respect for our fellow employees; and

WHEREAS, employee morale is promoted by having consistent processes which recognize outstanding service to the community.

NOW, THEREFORE, BE IT RESOLVED by the Ontario City Council, to adopt the attached quarterly award program.

EFFECTIVE DATE: Effective immediately upon passage.

PASSED AND ADOPTED by the Ontario City Council this ____ day of _____, 2019.

AYES:

NAYS:

ABSENT:

APPROVED by the Mayor this ____ day of _____, 2019.

ATTEST:

Riley J. Hill, Mayor

Tori Barnett, MMC, City Recorder



Mayor's Quarterly Award

Program Overview

Description: This award recognizes a member of the Police Department for exceptional service to the community.

Nomination: Any member of the Police Department may be nominated by the Police Chief, Police Lieutenant, or a Police Sergeant. Nomination forms are available through Human Resources.

Selection: The Mayor will select the recipient of the award from the nominations.

Frequency: The Mayor's Award for Excellence will be awarded on a quarterly basis during the following months:

- March
- June
- September
- December

Reward: The recipient of the award will receive \$100 and a plaque commemorating the award.

Criteria: To be nominated for the Mayor's Award for Excellence, one or more of the following criteria must be met.

- Exceptional in-field service
- Embodiment of the City's CORE values
- Creation of an efficient/streamlined process
- Contribution to revenue/cost containment
- Completion of a special project/team



**AGENDA REPORT
NEW BUSINESS
January 22, 2019**

To: Mayor and City Council

FROM: Kari Ott, Finance Director

THROUGH: Adam J. Brown, City Manager

SUBJECT: **RESOLUTION 2019-106: A RESOLUTION TO APPROPRIATE FUNDS FOR
ONTARIO SCHOOL DISTRICT 8C ROBOTIC TEAM**

DATE: January 18, 2019

PROPOSED MOTION:

I MOVE THE CITY COUNCIL ADOPT RESOLUTION #2019-106, A RESOLUTION TO APPROPRIATE FUNDS FOR THE ONTARIO SCHOOL DISTRICT 8C ROBOTICS TEAM.

SUMMARY:

Attached is Resolution 2019-106: A Resolution to Appropriate Funds for Ontario School District 8C Robotic Team.

BACKGROUND:

The Ontario School District 8C Robotics team competed in a robotics competition recently. During this competition, Mayor Hill noticed the students lacked equipment to make the team competitive with the other schools.

CURRENT SITUATION:

During the January 15, 2019 Ontario City Council meeting Mayor Hill asked the City Council to consider contributing \$1,500 to the Ontario School in order to purchase the robotics equipment.

ANALYSIS:

- A. **FINANCIAL** This resolution would appropriate \$1,500 from the General Fund contingency line.
- B. **TIMING** There are no specific deadlines for approving this contribution. However, the robotics team could use the equipment as soon as possible.

- C. **POLICY/LEGAL** A resolution approved by the City Council is required to expend the funds as per ORS 294.

ALTERNATIVES:

A. Take No Action.

1. The City Council could choose take no action on this matter; this would meant the city would not donate to the school district.

RECOMMENDATION:

Staff recommends the City Council Approve Resolution #2019-106.

ATTACHMENTS:

1. RES_CC_Resolution Robotics Appropriation_01 2019



RESOLUTION 2019-106

A RESOLUTION TO APPROPRIATE FUNDS FOR THE ONTARIO SCHOOL DISTRICT 8C ROBOTICS TEAM

WHEREAS, The Ontario School District 8C Robotics team is lacking equipment to make students competitive in robotics competitions; and

WHEREAS, The Ontario City Council wishes to donate funding to the school district to purchase the needed equipment; and

WHEREAS, The City desires to modify the 2018-2019 budget to receive and expend the funds.

NOW THEREFORE, BE IT HEREBY RESOLVED by the Ontario City Council to approve the following adjustments to the fiscal year 2018-2019 budget:

Line Item	Item Description	FY 18-19 Budget	Amount of Change	Adjusted Budget
GENERAL FUND				
001-004-615557	Ontario SD 8C Contributions	\$ -	\$1,500	\$1,500
001-004-871000	Contingency	\$205,653	(\$1,500)	\$204,153

EFFECTIVE DATE: Effective immediately upon passage.

PASSED AND ADOPTED by the Common Council City Council of the City of Ontario this ____ day of _____, 2019, by the following vote:

AYES:

NAYES:

ABSENT:

APPROVED by the Mayor this ____ day of _____, 20____.

Riley Hill, Mayor

ATTEST:

Tori Barnett, MMC, City Recorder



**AGENDA REPORT
NEW BUSINESS
January 22, 2019**

To: Mayor and City Council

FROM: Kari Ott, Finance Director

THROUGH: Adam J. Brown, City Manager

SUBJECT: **RESOLUTION #2019-107: A RESOLUTION TO APPROPRIATE FUNDING FOR FEMA GRANT MATCH TO PURCHASE SELF-CONTAINED BREATHING APPARATUS**

DATE: January 18, 2019

PROPOSED MOTION:

I MOVE THE CITY COUNCIL APPROVE RESOLUTION 2019-107: A RESOLUTION TO APPROPRIATE FUNDING FOR FEMA GRANT MATCH TO PURCHASE 28 SELF-CONTAINED BREATHING APPARATUS UNITS.

SUMMARY:

Attached is Resolution 2019-107 to appropriate funding to purchase air packs.

BACKGROUND:

The city has been putting aside funds each year into a reserve fund to replace air packs when necessary. The Nampa Fire Department worked in conjunction with the Ontario Fire Department and other surrounding communities to apply for a FEMA grant to purchase the necessary units.

CURRENT SITUATION:

The Nampa Fire Department received the FEMA Grant. The City is required to pay Nampa the Ontario portion of the 10% grant match.

FEMA will allow a maximum \$6,800 per air pack. The City has a total of 40 air packs a total grant of \$272,000 which requires a \$27,200 grant match. 12 of the air packs belong to the rural fire department so the total City match for 28 air packs is \$19,040.

ANALYSIS:

- A. **FINANCIAL** \$19,040 will be appropriated from contingency in the Emergency Equipment Department of the Reserve Fund. This leaves a balance of \$92,603 in the contingency of this department.
- B. **TIMING** The Nampa Fire Department will be ordering the air packs soon, so the city needs to have the funds appropriated in order to provide the grant match.
- C. **POLICY/LEGAL** A resolution approved by the City Council is required to expend the funds as per ORS 294.

ALTERNATIVES:

A. Take No Action.

1. The Council could take no action on this matter; this would cause the city to not be able to utilize the leveraged funds through FEMA.

RECOMMENDATION:

Staff recommends the City Council approve Resolution #2019-107.

ATTACHMENTS:

- 1. RES_CC_FEMA Grant Match SCBA_01 2019



RESOLUTION 2019-107

A RESOLUTION TO APPROPRIATE FUNDING FOR FEMA GRANT MATCH TO PURCHASE 28 SELF-CONTAINED BREATHING APPARATUS UNITS

- WHEREAS,** The Nampa Fire Department and eight surrounding communities including Ontario received a FEMA grant to purchase self-contained breathing apparatus units (air packs); and
- WHEREAS,** The City of Ontario needs 40 air packs, 28 for the City and 12 for the Rural Fire Department; and
- WHEREAS,** FEMA will give a maximum of \$6,800 per air pack, this calculates the City portion for 28 air packs to be \$19,040; and
- WHEREAS,** The City has been setting aside money each year in the budget to replace air packs; and
- WHEREAS,** The City desires to modify the 2018-2019 budget to receive and expend the funds.

NOW THEREFORE, BE IT HEREBY RESOLVED by the Ontario City Council to approve the following adjustments to the fiscal year 2018-2019 budget:

Line Item	Item Description	FY 18-19 Budget	Amount of Change	Adjusted Budget
RESERVE FUND				
055-132-871111	Emergency Equipment Contingency	\$111,643	(\$19,040)	\$92,603
055-132-712100	Equipment purchase	\$ -	\$19,040	\$19,040

EFFECTIVE DATE: Effective immediately upon passage.

PASSED AND ADOPTED by the Common Council City Council of the City of Ontario this ____ day of _____, 2019, by the following vote:

AYES:

NAYES:

ABSENT:

APPROVED by the Mayor this ____ day of _____, 20__.

Riley Hill, Mayor

ATTEST:

Tori Barnett, MMC, City Recorder