

**MISSION STATEMENT: TO CREATE A HEALTHY, SAFE, DIVERSE, AND PROSPEROUS CITY
BY ENGAGING COMMUNITY MEMBERS TO DEVELOP AN ENRICHED QUALITY OF LIFE.**



**COUNCIL MEETING AGENDA
CITY COUNCIL – CITY OF ONTARIO OREGON
TUESDAY, NOVEMBER 17, 2020, 6:00 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 ____ Ken Hart ____
Michael Braden ____ Norm Crume ____ Mayor Riley Hill ____

2) PLEDGE OF ALLEGIANCE

This Agenda was posted on November 13, 2020. 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) CONSENT AGENDA

- A) Minutes:
10-08-2020 City Council Work Session
10-20-2020 City Council Meeting
10-27-2020 City Council Meeting

6) PRESENTATIONS

- A) Update on COVID in Malheur County: Sarah Poe

7) OLD BUSINESS

- A) Resolution #2020-144: A Resolution Approving the Bid from Lawn Express in the Amount of \$39,500 and to Appropriate Necessary Funding
B) Ordinance #2782-2020: Proposed Amendment to OMC 3-9-9: Aviation Fuel Provision
C) Commercial Land Lease Jim Bain at #245 Ercoupe

8) NEW BUSINESS

- A) Resolution #2020-143: Amendment to the Classification and Compensation Plan

9) DISCUSSION ITEMS

- A) SE 2nd EDA Grant Discussion

10) HAND-OUTS

- A) Minutes:
County Court 10-14-2020
Public Works 11-10-2020

11) CORRESPONDENCE, COMMENTS AND EX-OFFICIO REPORTS

12) EXECUTIVE SESSION

- A) ORS 192.660(2)(e)
- B) ORS 192.660(2)(h)
- C) ORS 192.660(2)(d)

13) ADJOURN



CITY COUNCIL WORK SESSION MINUTES October 8, 2020

The scheduled Work Session of the Ontario City Council was called to order by Mayor Riley Hill at 6:00 p.m. on Thursday, October 8, 2020, in the Council Chambers of City Hall. Council members present in person or attended via telephone were Riley Hill, Dan Capron, Michael Braden, Norm Crume, Freddy Rodriguez, Ramon Palomo, and Marty Justus.

Members of staff present in person or via telephone were Adam Brown, Tori Barnett, Dan Cummings, Peter Hall, Steven Romero, Kari Ott, Larry Sullivan, and Dan Beaubien.

The meeting was recorded, and copies are available at City Hall.

Mayor Hill led everyone in the Pledge of Allegiance.

AGENDA

This Agenda was posted on October 6, 2020. Copies of the Agenda are available from the City Hall Customer Service Counter and on the city's website www.ontariooregon.org.

JUSTUS moved, PALOMO seconded, **TO ADOPT THE AGENDA AS PRESENTED**. Roll call vote: Rodriguez-yes; Justus-yes; Palomo-yes; Capron-yes; Braden-yes; Crume-yes; Hill-yes. Motion carried 7/0/0.

PRESENTATIONS

Councilor Freddy Rodriguez on Second Amendment Sanctuary City

Councilor Rodriguez stated he wanted to present some information to the Council that he had accumulated. A Second Amendment Sanctuary City Status was very similar to what counties were doing across the state, including Baker County. The ordinance would allow for local municipalities to budget away from enforcing any second amendment laws that potentially infringed on those rights. It would be wide-ranging, not just on the potential future seizure of guns, but maybe something as simple as renewing a concealed carry license. For many people waiting to renew their permits, the system was dramatically slowed down because of Covid. With the political climate they were currently experiencing, there was no reason to believe the existing conversation to use second amendment rights as political leverage would stop any time soon, while law-abiding gun owners suffered the attack. Ontario, as a city, owed it to the citizens of the municipality to ensure the safety of law-abiding gun owner's rights within this city. He distributed a sample ordinance from Polk County for their review. He'd like to know how the Council felt on this proposal.

Councilor Capron stated one worry was about the cost to the city if the ordinance was challenged, or what the Sheriff's opinion on it was. However, if they opted to not do this, what could the potential consequences be.

AV Fuel Presentation

Nate Thompson, Ann Arbor, Michigan, representing AV Fuel, stated they supplied jet fuel and AV gas all over the world. AV Fuel was independently owned and operated and had been in business 40+ years. He covered the Pacific Northwest, Western Canada, and a portion of Alaska. AV Fuel supplied fuel to about 650 branded FBOs across the nation. It was essentially a gas station at an airport. In Ontario, there was one FBO, Frazier Aviation. About a year and a half ago, they gave Frazier Aviation and owner Tom Frazier on maybe how and what AV Fuel could maybe do



for him. In the aviation world, usually fuel supply contracts went for anywhere from five to ten years, depending on locations and logistics. They partnered with Frazier Aviation to supply them jet fuel and AV gas. They received their jet fuel from various sources, and while they didn't refine any of it, they did work with about 80 refineries across the United States. Frazier Aviation received theirs from Tacoma, Washington, Portland, Oregon, and sometimes Spokane or locations in Utah. It depended on the price overall, including the trucking of the product. The biggest thing they offered and why their success was their quality assurance group. The biggest thing for them was that for any fuel that they supplied to the airport, they were putting their name behind it and backing that fuel. Last year, they sold about 800,000,000 gallons of fuel across the US, and there had not been one aircraft that went down based on fuel that they were at all responsible for. One big thing at the Ontario Airport was there was a flow fee associated with fuel, 9¢ per gallon, any drop of fuel that Frazier Aviation sold or purchased had to be documented. He could tell the Council exactly how many gallons had been purchased and how much money was paid to the airport on that 9¢ flow fee. That was revenue for the airport that was documented, calculated, and paid for by Frazier Aviation. Any fuel they AV Fuel sold had a bill of lading and it could be matched with the fuel that went into and out of the tank.

Councilor Crume asked if AV Fuel supplied fuel to anyone other than Frazier Aviation at the Ontario Airport?

Mr. Thompson stated they did not supply to anyone at the airport where they had their truck go to the airport. From what he had been told, there was another fuel farm on the airport that AV did not supply, but who did purchase fuel from AV Fuel at a different location, and then moved it to the Ontario Airport. He was unaware if that tank even passed any specs or how it was documented.

Trademark/Wayfinding (Attached)

Dan Beyer, Trademark, presented their product for the Council.

OLD BUSINESS

Beck Lease and Clyde Esplin Tenancy

Clyde Esplin stated: I appreciate your time and appreciate the chance to answer some of the complaints or the slander that's been lodged against me to defame me as a pilot and a professional operator. I'd like to start out by just reading the letter from my attorney that was in reply to a letter we received from Mr. Sullivan. Mr. Sullivan sent us a letter in late September. Now this was the first that we had any written correspondence that there was any problems and the letter said that there were numerous complaints though it didn't specify the complaints so when we replied and asked the City Manager if he could specify any of those complaints, we got a list of complaints and incidents. How we typed those up with our reply to it, we tried to email those out to each of the board members, or the Council members, and hopefully you saw that, but let me just start by reading the letter from my attorney who is responding to Mr. Sullivan:

Dear Mr. Sullivan: Mr. Clyde Esplin has asked me to help him with a number of FAA regulatory matters. In the course of that work, he forwarded me the aforementioned correspondence. I am in the process of recommending that he obtain local counsel to address any potential eviction; however, since it appears that time is of the essence, we wish to dispel certain statements and misconceptions in your correspondence. The facts in your letter have been drummed up as an excuse to evict Mr. Esplin and Beck's Spray Service, Inc. from the airport for the sole benefit of a competitor. First, the allegation that Mr. Esplin is somehow been assigned [to] sublet an existing lease, or that he is "squatting" is incorrect and is lacking a factual basis. Originally Mr. Beck hired Mr. Esplin to work for him in the business of Beck's Spray Service, Inc. (Becks) as a pilot. Beck has been a long-term tenant of the airport and has a responsible history at the site. Several years ago, Mr. Beck expressed interest in having Mr. Esplin operate the business for him. As such, Mr. Esplin has conducted agricultural flight operations in furtherance of Beck's operation. Mr. Esplin has invested funds in Beck's business and is currently engaged in a pending asset purchase of the company. Your letter is deficient in that it treats Mr. Esplin as if he is not affiliated with Beck's and it assumes that he is a "lone ranger" who is occupying the pad and parking space at the airport. This flawed assumption is in error. The letter further incorrectly states that Mr. Esplin has no lease at the airport, thus has no right to operate flight operations out of a public use airport. There is no reason to request an assignment or a sublease because Mr. Esplin has been working under the auspices of Beck's. You also indicate that the city intends to terminate Beck's lease,



to the extent that the city seeks to claim that Beck's improperly assigned or sublet the premises to our client. Such a claim is incorrect for the reasons stated above. In addition to the aforementioned, we believe that certain members of the Airport Committee, who are pushing this matter, have an economic conflict of interest, and they have enlisted others, such as you, to attempt to oust Mr. Esplin from the airport for competitive reasons. If the city persists, we reserve the right to file a complaint with the FAA that the city is in potential violation of its grant assurances for AIP funding. In addition, we have evidence that certain representatives of the city have made false statements to federal officials, when they knew, or should have known, that those statements were incorrect. Such activity is unlawful. Prior to taking action related to an eviction, we urge your client to consider that such action will most probably result in a counterclaim for another action against the city. City officials have defamed our client. This matter is the result of unfair competition and it violates FAA grant assurances. It would appear that a better use of the city's resources would be to consider a cooperative solution to promote aeronautical activities and safety at the airport. I am willing to discuss this matter. Yours truly, John Hodge.

Mr. Esplin continued: *That's the attorney who wrote the letter and that's our response to Mr. Sullivan's letter. I think that the judgement is going to be an important item tonight. Judgement is important for pilots in decision making. That comes into play every day. Tonight, the Board will be asked to make a judgment, or in the near future will be asked to make a judgement, and to that end, we would like to provide some information, some information about what is being claimed. It appears that there are three detractors that are claiming that I am an unsafe operator, that I use improper radio calls, and that I am not a professional pilot. In my support, I'd like to discuss my experience and also, I brought some supporters. We've got two Vietnam veterans with over 25,000 hours of flight time; both flew combat missions in Vietnam. We've got another ag operator with over 10,000 hours; he's been operating in this valley for decades. He also commands the highest price per acre of any crop duster who operates in this valley, and the way we're going to contrast that with the experience and judgement of my detractors, namely Tom Frazier, Dan Beaubien, and Jim Bain. My experience and background is that I have over 14,000 hours of flight time; I have an airline transport pilot license. You've probably heard of a commercial license. A commercial license is the step before airline transport pilot license. In order to fly a jet or fly for a scheduled or unscheduled airline, you'd be required to have an airline transport pilot license, which is the rating that I hold. I have flown for scheduled and nonscheduled airlines. I have flown heavy jets, the Airbus300. I have seven jet type ratings that I've flown around the world. I've got landings in Mumbai, Tokyo, Shanghai, Hong Kong, Nanjing, Abu Dhabi, Palermo, North America, every major city in North America from Montreal to Mexico City. I've flown night freight; I've flown night freight in Mexico in non-radar conditions; I've been flying ag; I've flown five different kinds of ag airplanes; I've been flying in Ontario since 2012. I've been flying for 26 years and as a jet pilot you are required to fly with an examiner every year. If you're with an airline, it's twice a year, so, in other words, for the last 22 years, I've been an instructor for 22 years, and been flying jets for about 22 years. Every year, or twice a year, I fly with an examiner who evaluates my ability to fly. So, one of my detractors, Dan Beaubien, and he's a private pilot, and he has a few hundred hours, 400 hours maybe of flight time, and he is not the arbiter of proper radio calls, although he has maybe represented that be the case. I probably have more time flying with flight examiners than he does have total flight time. I'd like to introduce the first of my supporters, which is....*

Mayor Hill reminded them that what was on the Agenda was the lease. No one was questioning Mr. Esplin's flight time or his ability as a pilot.

Mr. Esplin stated: *The letter I got said that I was going to be evicted as a squatter who is causing problems at the airport, the problems being that I don't use proper radio calls, is what Dan Beaubien says. In fact, he's made reports to the FAA, and when the FAA gets a complaint, they are required to respond. So, Dan Beaubien makes a complaint to the FAA, and they're required to respond, so they come out and investigate and take no action. Have taken zero action. No action's been taken. Dan Beaubien misrepresents that. For example, I know he went to the City Manager in 2019 and told him that the FAA was giving me grief and was taking action because of my radio issues, because the City Manager came to me at the flight-in and told me that. He said, "so I understand the FAA is having problems with your radio use at the airport". I said no, that's absolutely not true. The FAA has taken zero action. They initiated an investigation as they are required to do when someone like Dan Beaubien makes a complaint. That's not the only complaint he's made. When that complaint came to no action, then he upped the ante, and he made more*

complaints. He said that I was not using the radio and that I was using improper procedures. But before I go further into that, I'd like to go ahead and have, again, the FAA took no action. No action, so there's no reason to terminate the lease, there's no reason that I should be evicted, is that even being considered?

Mayor Hill stated the Council would discuss that.

Larry Sullivan, City Attorney, stated to frame what the issue was to his understanding when he wrote the letter to Mr. Esplin was that there was an existing lease between the city and Beck's Spray Service, and that lease allows certain operations to take place at the airport. It's an annual lease. It's renewable every year. It was last renewed in July, so it was good through the end of June. But it's also personal to Beck's Spray Service. It doesn't authorize any operators to operate under that lease unless that lease was transferred to that operator with the city's consent. The issue currently before Council was whether or not Beck's lease, that it was no longer being used by Beck's Spray Service, should be allowed to be taken over by Mr. Esplin, and that's the decision the Council would have to make. The Council's choice at the end of the hearing, if the Council decided to make decision, was to either authorize a transfer of the lease from Beck's Spray Service to whatever business Mr. Esplin wanted to have named as the lease holder of that property, or the Council could say no, they were not going to allow the lease be assigned to that entity. The Council could also agree that if Mr. Beck wanted to terminate his lease, the Council would allow a new lease between the city and the operator who wanted to conduct operations at the same location. It was his understanding that what Mr. Esplin would be doing, as stated in the letter, was that he would be coming before Council to request to allow him to takeover Beck's lease. That had to be done with Mr. Beck's consent, so one issue to be determined before that assignment could be formalized would be something from Beck indicating, he wanted to transfer the lease to Esplin's business. However, currently, Esplin was operating at the airport with no written contract with the city. He was claiming that he was doing it "under the auspices of the Beck's Spray Service lease", but the lease itself prohibited him from doing that without the consent of the city. That is the issue before Council.

Mr. Esplin asked if Mr. Sullivan was aware that spray operators generally hired a pilot.

Mr. Sullivan stated there had been no documents presented that indicating Esplin was operating under Beck's lease. If Esplin had proof that he was operating as the owner of Beck's Spray Service...

Mr. Esplin stated he was not the owner of Beck's; he was not asking for it to be transferred. Beck's Spray Service, Inc. was a corporation and corporations hired people. Beck's hired him. He worked as a pilot for Beck's. Beck did not want to transfer the lease. Beck's Spray Service, Inc. was owned by Greg Beck, and they had been working together for many years. That was not a problem until Dan Beaubien came to the airport and now it was a problem. Farmer's Supply Coop hired pilots, and no one claimed the pilots who worked for Farmer's were squatting or were trying to operate under their lease. He billed through Beck's Spray Service; all the invoices went through Beck's. Mr. Beck was in attendance. He was a Vietnam veteran, combat veteran, and he owned the company, and he didn't think he wanted to transfer that lease.

Greg Beck stated he was not.

Mayor Hill reminded them all they were there to discuss the lease, not anyone's military service. There were aspects of the lease that city staff indicated were in violation.

Mr. Sullivan stated his agreement with Mr. Esplin that if he could present documentation showing that he was an employee, not an independent contractor, of Beck's Spray Service, and he was being paid W2 wages through Beck's, if that could be provided, that he was acting as an employee of Beck's, he would review that. But, if he was not an employee of Beck's and was an independent contractor, he was going to need his own lease in order to operate under the Beck's lease because he was not Beck's Spray Service. If he was an employee, fee; if not, that raised the issue that was identified for the purpose of the hearing. A hearing might not be necessary if the documents could be provided.

Mr. Esplin confirmed Mr. Sullivan was requesting a W2.

Mr. Sullivan stated if Mr. Esplin could prove that he had an employment contract with Beck's Spray Service and that he was not being paid as an independent contractor, but was simply an employee of Beck's, that would be something he could advise the Council on.

Mr. Esplin stated Mr. Sullivan was creating a narrow portal to define him as an employee of Beck's Spray Service.

Mr. Sullivan stated that was what an employee was.

Mr. Esplin stated other operators fly from there, and they flew as contract employees. If he was a contract employee, and was part of Beck's Spray Service, Beck's Spray Service, Inc. was a corporation. Greg Beck was an employee but didn't receive a W2. Who did? Nobody.

Mr. Sullivan stated he had seen no documentation that Mr. Esplin had any affiliation with Beck's Spray Service.

Mr. Esplin asked if Mr. Beck could tell them he was an employee?

Mr. Sullivan that was a legal status that had to be defined by...

Mr. Esplin stated Mr. Sullivan was trying to narrowly create a portal, just like what Dan Beaubien did, to define him out of being able to work as a spray pilot at the airport.

Councilor Justus stated he understood and acknowledged Mr. Esplin's complaints and concerns, but he didn't believe the Council would be able to solve those concerns at their level. If the City Attorney told them documentation was needed, that documentation needed to be provided. The Council was going to agree with the Attorney. Was Mr. Esplin going to provide the paperwork or not?

Mr. Esplin stated Mr. Sullivan was asking for a W2.

Councilor Justus stated Mr. Sullivan was asking for proof of Mr. Esplin's affiliation with Beck's.

Mr. Esplin stated he was a part owner with an airplane with Greg Beck. They both owned an airplane, so he was affiliated with Greg Beck. If Greg Beck was the owner, was that satisfactory?

Greg Beck stated he had been trying to make sense of this, people knew him, his dad was a past Mayor of Ontario, but they were splitting hairs now. They were independent contractors. He hired Frank Thompson who sprayed his stuff. He hired people to spray, independent contractors. He paid 45% of the gross. He had hired Mr. Esplin who was paid 25% of the gross. He had one more year on the contract and advised Mr. Esplin to buy him out. He asked to renew his lease for one more year, and then to either throw them off the property or they could all go to Hell.

Mr. Esplin stated that was pretty bad treatment of a man who had lived his life in Ontario, served in the military, whose father was a previous Mayor of the city, had a park named after him, it was very unfair treatment. Beck's Spray Service, Inc., was a corporation, and it held a part 135 [sic], 137 authorization to do ag operations, and 137 operators could use pilots and had to use pilots to fly. There was no way that he could be operating as a lone ranger or a rogue operator at the airport because he was operating under Beck's Spray Service, Inc., a corporation, under their certificate to spray crops. I didn't matter if he had a W2 or any other narrowly defined piece of paper, he was flying as Beck's Spray Service, Inc., and Beck's held the lease, Beck's was a corporation that could be transferred, could be bought and sold, so the idea that he had to be thrown off the airport, a public use airport, was absurd. The idea that Mr. Beck had to endure this type of harassment was over the top.

Mayor Hill asked what documentation Mr. Sullivan needed to make a recommendation to the Council.

Mr. Sullivan stated the difference between an employee and an independent contractor was that an employee acted under the direction and control of the employer. If Mr. Esplin was an employee and was acting under the direction and control of Beck's Spray Service, that meant Beck's was legally responsible for everything that Mr. Esplin did. If Mr. Esplin was an independent contractor, he had certain tasks he was required to perform, but the employer did not control how those tasks were performed. The city needed proof that Mr. Esplin was acting under the direction and control of Beck's Spray Service and that Beck's was legally responsible for all the actions Mr. Esplin was taking at the airport. If that could be established, it might be that he would fall under the category of employee. That was the type of document the city needed.

Mr. Esplin stated Beck's had him named as a pilot on their insurance policy.

Mr. Sullivan stated anything Mr. Esplin had to show him, he would be glad to review.

Mayor Hill stated there were two options for Mr. Esplin. One, he was operating as a sub-contractor to Mr. Beck's corporation, or two, he was an employee of Mr. Beck's corporation.

Mr. Sullivan stated that was correct; however, if Mr. Esplin were just an independent contractor, that would not give him the right to rely on Beck's lease to do that work he was doing.

Mr. Esplin stated he was on Beck's insurance.

Aimee Esplin stated it was possible there had been a misunderstanding because it had been mentioned a few times in the letter from the attorney that there had been numerous complaints about the way business operations were being conducted. When those complaints were asked for, they were told to ask to get on the Council agenda. When would be a good time to address the complaints? They had no opportunity to address those, which Dan had lodged with the city, mentioned to the City Council. It specifically stated in the letter that he was writing at the direction of the City Council due to numerous complaints about the way business was being conducted. They asked the city for those complaints and received them on September 30th. They began to address them, and that had been sent. It was their understanding that at the current meeting they'd have a chance to speak about those. If that were incorrect, they just wanted to know when they could.

Mr. Sullivan stated if Mr. Esplin could provide documentation that he was under the direction and control of Beck's Spray Service, and was the equivalent of an employee of Beck's, that would be the only thing required, from his standpoint, to allow Mr. Esplin to operate under that lease, and there wouldn't need to be a lease assignment under those circumstances. If that evidence could be provided, he could report back to the Council that the paperwork had been provided that Esplin was validly operating under the lease, and then there wouldn't be a reason to address that. As stated in the letter, the complaints that had been lodged, would then be complaints directed towards Beck's Spray Service. Then the city would have to go through the process, under the lease, for terminating that lease. That would be a separate process.

Councilor Rodriguez asked what the basis was for reviewing this particular agreement and no others.

Mr. Esplin stated it was economically motivated because of a competitor and because of a vendor who was trying to force them to pay over \$5 a gallon for fuel and who had an unreliable fuel supply source. Sometimes there was no fuel, and it was always the most expensive. He never purchased a full truckload to get a good wholesale price, but they were supposed to be forced to purchase that fuel. That was why they were pushing back and why Beck's Spray Service was under the microscope. Meanwhile, accidents were occurring at the airport.

Mr. Sullivan stated the Airport Manager concluded that the range of problems that had been created at the airport by Mr. Beck that were damaging the operations at the airport and the lease between the city and Beck's Spray Service should be terminated. That was a different issue than the one currently being addressed.

Mayor Hill stated the Council should decide whether to table this until Mr. Beck and Mr. Esplin had a chance to provide the city the proof or documentation needed, and that was his recommendation.

Ms. Esplin stated she was okay with that, but it had not been clear in the letter, but it did detail complaints. When they asked for those, they were provided; but they were of the understanding that they needed to answer those complaints. What venue would those complaints be addressed? What was the process?

Mayor Hill stated he could not speak for the Council but believed they would: after the documentation was provided and analyzed by the City Attorney, the city would add to the agenda this very issue.

CRUME moved, JUSTUS seconded, **TO TABLE THE BECK LEASE AND CLYDE ESPLIN TENANCY UNTIL A LATER DATE WHEN LEGAL COUNSEL HAD FURTHER INFORMATION FOR THE CITY COUNCIL.** Roll call vote: Rodriguez-yes; Justus-yes; Palomo-yes; Capron-yes; Braden-yes; Crume-yes; Hill-yes. Motion carried 7/0/0.

Bid Award: Contract for Audio Visual Improvements at City Hall

Adam Brown, City Manager, and Peter Hall, HR Director, presented.

CAPRON moved, PALOMO seconded, **THE CITY COUNCIL APPROVE THE AWARD OF CONTRACT FOR AUDIO VISUAL UPGRADES TO CITY HALL IN THE AMOUNT OF \$35,880.** Roll call vote: Rodriguez-yes; Justus-yes; Palomo-yes; Capron-yes; Braden-yes; Crume-yes; Hill-yes. Motion carried 7/0/0.

NEW BUSINESS

Resolution #2020-136: CARES Act Funding/Bid Award: City Service Automation

Adam Brown, City Manager, and Peter Hall, HR Manager, presented.

Mayor Hill stated he had hoped that some of the funds could go towards the Senior Citizen Center, but it doesn't appear that's feasible.

Councilor Rodriguez asked if Mr. Brown had looked into the ventilation system at the Center.

Mr. Brown stated the problem was that they were a private organization, and the city didn't have the power to pass the funds.

Mayor Hill stated they were a 501c3.

Mr. Brown stated yes, they were a private non-profit.

Mayor Hill stated he thought Community in Action was a private non-profit.

Councilor Justus stated he thought they were chartered through the state.

Mr. Brown stated a breakdown of the funds distribution on the resolution was: \$30K PPE; \$1,300 for an electric static sprayer; UV lights for all city buildings; \$15K for the SRT Express, which was the one the Council changed from \$10K to \$15K; the Council meeting virtualization, the temporary services of that, the contract, and the Community in Action rental assistance for electric and gas was \$45K; the Boys & Girls Club \$20K; and \$125K for the 30-49% business program. The 30-49% program would go live tomorrow if the resolution were approved by the Council. Based on the amount that had been pushing out, or not pushing out, from the first two programs, he believed there would be money left there that could still be pursued to see if they could offer assistance to the Senior Center.

Mayor Hill stated he was being asked to sign a document that didn't have any detail of where that money was being spent. That bothered him.



Mr. Brown stated he could amend the resolution to add in the table of recipients and dollar amounts he had just presented. That could be done prior to signing the resolution.

Councilor Braden stated he wanted to add they were approving an amendment to the budget for the COVID money that was coming into the city, and it was moving it into the budget as larger chunks and less defined in the budget so those could be moved around. Providing too much detail locks them into those details for the budget, so they wanted them pooled into greater expenditure categories.

Mayor Hill stated that was fine, as long as the Council knew what they were.

Mr. Brown stated he could attach the spreadsheet to the resolution and the Council could amend the motion to include the budget as an attachment. Staff did not have line items for everything in the budget document.

Councilor Crume stated with reference to the Senior Center, when Mr. Brown had mentioned Community in Action funds, and the Boys & Girls Club, the definition of those groups seemed extremely like the senior group. If it was legal for those groups, why not for the senior center.

Mr. Brown stated he would pursue that if that was the direction the Council wanted him to go, but the other challenge was ensuring it was COVID related.

Councilor Crume stated the senior center needed an HVAC system, so with all the germs going on, it made sense to him that an HVAC system with HEPA filters or whatever, would be beneficial for a group like that where they were elderly because they were more susceptible to the virus than any other group. It seemed like it would be COVID related for a non-profit situation that would fit in the guidelines. He realized it needed to be looked into, and he'd like that done.

Mayor Hill stated if it fit for the young kids at the Boys & Girls Club, it certainly should fit for the elderly.

Councilor Rodriguez stated it was known that in long-term facilities, poor ventilation systems and HVAC systems were contributing to a spread of the virus. Better systems were contributing to diminishing the numbers being spread in facilities or buildings that had a large number of people.

Councilor Braden asked why the senior center was even coming into this conversation. The Council was allocating this \$338K, and the Mayor wanted to see the center get some of that fund?

Mayor Hill stated yes. It wasn't in the original discussion and he brought it up numerous times on trying to get money for the senior center, and there were programs out there, but they all took match money. With this fund, the seniors were omitted in favor of other groups.

Mr. Brown wanted them aware that the city was on the hook if the funds were not approved. If the city spent the money, asking for reimbursement through the Corona Virus Relief Fund, if that wasn't approved, the city would be obligated to pay for it.

Mayor Hill asked why? What was the difference between the Boys & Girls Club and a senior center with people who were 80 years old?

Mr. Brown stated it was because daycare facilities were a problem because parents were having to stay home with their children because schools were closed.

Councilor Crume asked what the money given to Community in Action was being spent on?

Mr. Brown stated it was for any type of assistance with electricity, gas, or rent. He had learned that Community in Action was going to have some funds they could provide towards water and wastewater out of separate money. He let them know the funds could not be mixed because the city could not go through another agency to pay ourselves. He had been assured it was a different fund.

Councilor Braden stated the money being set aside for the business reimbursement program; the balance set aside was determined how? Could that be adjusted?

Mr. Brown stated yes. The amount was based on best guest. The amounts that the city had spent for the first two programs had come nowhere near, not even half had been spent. The first phase was \$65K, and they were now in the range of \$30K. The rest was the difference between the original ask, which was \$125K, so \$60K for what the state referred to as phase 3. So, \$125K between those first two programs, and this next phase had \$125K, too.

Mayor Hill asked if that difference could possibly be directed towards the senior center?

Mr. Brown stated yes, that was a possibility.

Mayor Hill stated with that amount of funds, they could get grants from USDA.

Mr. Brown reminded them it had to be expended before the end of the year.

Mayor Hill stated it sounded like they needed to amend the motion to add that the \$125K left over could go towards the senior center.

Councilor Braden stated to clarify, the \$125K that was coming from phase one and phase two of the state grant dollars was not part of this resolution. If the Mayor was saying to do something with the remainder of that, tying it into this resolution was the wrong place. The discussion point appeared to be if they wanted to adjust the amount allocated towards the business portion towards the senior program, assuming it was permitted under COVID.

BRADEN moved, JUSTUS seconded, **THE CITY COUNCIL APPROVE RESOLUTION #2020-136, A RESOLUTION APPROPRIATING FUNDING FOR UNEXPECTED CARES ACT GRANT FUNDING, TO INCLUDE THE BREAKOUT OF THE ATTACHMENT PROVIDED BY CITY MANAGER ADAM BROWN, AND MOVING \$10K FROM THE BUSINESS PORTION OF THAT ALLOCATION TO ASSIST IN COVID RELATED SENIOR CITIZEN CARE CENTER ACTIVITIES.** Roll call vote: Rodriguez-yes; Justus-yes; Palomo-yes; Capron-yes; Braden-yes; Crume-yes; Hill-yes. Motion carried 7/0/0.

BRADEN moved, PALOMO seconded, **THE CITY COUNCIL AWARD THE AUTOMATED SERVICE BID TO IWORQ SYSTEMS FOR \$41,625.** Roll call vote: Rodriguez-yes; Justus-yes; Palomo-yes; Capron-yes; Braden-yes; Crume-yes; Hill-yes. Motion carried 7/0/0.

PUBLIC HEARING

ORDINANCE #2779-2020: PLANNING ACTION 2020-07-28RZ, NASCOSTO, LLC, A ZONING MAP AMENDMENT AND REZONE OF A PARCEL OF LAND FROM C-2H GENERAL HEAVY COMMERCIAL TO C-2 GENERAL COMMERCIAL, LOCATED AT 1321 NE 3RD STREET; OWNER IS NASCOSTO, LLC, ON FIRST READING BY TITLE ONLY

It being the date advertised for public hearing on the matter of Ordinance #2779-2020, the Hearing was declared open. There were no objections to the city's jurisdiction to hear the action, no abstentions, ex-parte contact, and one declaration of a conflict of interest.

Councilor Justus stepped down from the Council dais declaring a conflict of interest.

Dan Cummings, Community Development Director, presented.



The Hearing was opened for public testimony. Opponents: None. Proponents: None. There being no Proponent and no Opponent testimony, the Hearing was closed.

CRUME moved, BRADEN seconded, **THAT THE CITY COUNCIL ACCEPTS THE RECOMMENDATION OF THE PLANNING COMMISSION AND THE FINDINGS OF FACTS AS OUTLINED IN THE ATTACHMENT #1 APPLICATION NARRATIVE FOR THE REQUEST FOR REZONE OF THE SUBJECT PROPERTIES FROM GENERAL HEAVY COMMERCIAL (C-2H) TO CITY GENERAL COMMERCIAL (C-2), AS SET FORTH IN ACTION 2020-07-28RZ, AND THE CITY COUNCIL APPROVE ORDINANCE #2779-2020 APPROVING SAID REZONE, ON FIRST READING BY TITLE ONLY.** Roll call vote: Rodriguez-yes; Justus-abstain; Palomo-yes; Capron-yes; Braden-yes; Crume-yes; Hill-yes. Motion carried 6/0/0/1.

CRUME moved, BRADEN seconded, **THAT THE CITY COUNCIL WAIVE THE SECOND READING OF ORDINANCE #2779-2020 A REQUEST FOR REZONE OF THE SUBJECT PROPERTIES FROM GENERAL HEAVY COMMERCIAL (C-2H) TO GENERAL COMMERCIAL (C-2), AS SET FORTH IN ACTION 2020-07-28RZ AND ORDINANCE #2779-2020 BE RECOMMENDED FOR APPROVAL TO THE CITY COUNCIL, BASED ON THE INFORMATION, FINDINGS, AND CONCLUSIONS SET FORTH IN SECTIONS I THROUGH IV ABOVE, SUBJECT TO THE CONDITIONS OF APPROVAL AS SET FORTH IN SECTION VII OF THIS REPORT.** Roll call vote: Rodriguez-yes; Justus-abstain; Palomo-yes; Capron-yes; Braden-yes; Crume-yes; Hill-yes. Motion carried 6/0/0/1.

Councilor Justus returned to the dais.

DEPARTMENT HEAD UPDATES

Financial Monthly Report *(Attached)*

Kari Ott, Finance Director, presented.

Community Development Quarterly Report *(Attached)*

Dan Cummings, Community Development Director, presented.

Airport Quarterly Report *(Attached)*

Dan Beaubien, Airport Manager, presented.

Police Quarterly Report *(Attached)*

Steven Romero, Police Chief, presented.

DISCUSSION ITEMS

Camera Policy

Adam Brown, City Manager, presented.

Mayor Hill wanted to see what was said when the money was approved for the camera system.

Consensus to develop a camera policy; Councilor Capron dissenting.

City Manager Evaluation

Adam Brown, City Manager, presented.

CRUME moved, JUSTUS seconded, **TO AMEND THE AGENDA TO ADD A MOTION TO INCLUDE DAN CAPRON IN COMPLETING AN EVALUATION OF THE CITY MANAGER.** Roll call vote: Rodriguez-yes; Justus-yes; Palomo-yes; Capron-yes; Braden-yes; Crume-yes; Hill-yes. Motion carried 7/0/0.

CRUME moved, PALOMO seconded, **THAT THE COUNCIL ALLOW DAN CAPRON TO PARTICIPATE IN THE EVALUATION OF THE CITY MANAGER AFTER HE HAS RESIGNED FOR THE CITY MANAGER'S TIMEFRAME OF JANUARY 1 THROUGH DECEMBER 31, 2020.** Roll call vote: Rodriguez-yes; Justus-yes; Palomo-yes; Capron-yes; Braden-yes; Crume-yes; Hill-yes. Motion carried 7/0/0.

Providing Public Feedback Opportunities for Temporary Winter Sheltering

Adam Brown, City Manager, stated winter was upon us, and they had their temporary winter shelters that were used for about a month last year. Community in Action was working on some alternatives. What his portion that he committed to last year after they went through this was to ensure that the community was listened to. That was what he heard the Council ask him to do. As he thought it through and tried to work it out, and having several discussion with the Mayor, was that they would do an online survey with the five different locations that were being considered, and then the city would host a time period, probably at the Cultural Center, where over a four or five hour period, where people could attend and give personal feedback if they wanted to do that instead of the electronic survey. Community in Action was ready to go. They had money to move the temporary shelters if that was what was determined as the best option, and they were also still figuring out the management part of it -n who was going to manage it. There was money in the city's budget this year set aside for homelessness services. He was seeking direction on if that process would capture the public's thoughts.

Mayor Hill stated this Council gave a one year deal and a pledge that it would be just a stop-gap deal where it was located now so that Community in Action had a year to figure out what they were going to do in the future not being located there. He was in favor of Mr. Brown's proposal, but it seemed that the people in the neighborhood it was going to be located should be given at least equal standing as those who came in and said it was a great location. If he wanted to put it on his vacant lot by his home, people from another part of town would say it was a great location, but the people in his neighborhood wouldn't take it so well. Equal standing had to be given to the people in the neighborhood where it was going to be located.

Mr. Brown stated he thought they should add the question of proximity to the location, such as if someone was located within five blocks of the proposed area.

Councilor Crume verified that what the Mayor was saying was that, for example, if the location was in area "x", was he saying that he wanted the people in that area contacted and questioned? Once the spot was determined, they should have some input. If the survey were put online – and not all people got on a computer – but it would give everyone the opportunity to give feedback.

Mayor Hill stated yes, and that was why there were two alternatives being offered: the online and the physical meeting at the Cultural Center.

Councilor Crume stated something he thought should be added for determining the location, instead of just listing the five places, put down an alternate that maybe someone hadn't considered. Add a blank area to add in a different location that maybe no one had thought of.

Councilor Rodriguez asked if they were looking into any other locations, or were they just looking at the five.

Mr. Brown stated they were trying to narrow down a location out of the five proposed areas. He was not saying it would be a permanent location, but at least for this year Some of the options could be used for a long period, some not so much. The city was required to designate a spot, no more than two spots, for a permanent temporary housing shelter. Otherwise, Community in Action could form a group with someone else and just locate it wherever. It was his belief that the Council had to approve a place where it was going to be.

Tennis Courts

Adam Brown, City Manager, stated there were two projects in Capital Improvements. For the tennis courts project, the city was looking to partner with the charter school. The city went out for bids and received bids back that were astronomical and nowhere within the realm of possibility to do the project, even with the charter school's partnership. Staff contacted a contractor that had been worked with before, and they gave a price of \$140-145K to redo those four tennis courts at Beck Park. The reason for selecting the courts at Beck was because there was already lighting there, and it would be a place for the charter school to all home for their tennis team. Because of COVID, the school's funding was placed in jeopardy, so in conversations with the charter school principal and superintendent he learned they were not sure if they would have the funding available. Within the past three weeks, he had learned they did have the money, at \$45K and the city had \$45K for it as well. At Beck Park, the city had been putting money away for the past two years, with one more to go, for the restrooms project. The decision became to either do no project this year between the tennis courts and the bathroom, or what he'd like to do is take money from the Beck Park bathroom budget and add it to the tennis court project so they could finish that this year and finish the funding for the bathrooms in next year's budget. If the Council agreed with that, he would bring back a resolution and bid award.

Councilor Crume asked if the Recreation District had been asked to participate in this project? If not, would that be prudent before moving forward?

Mr. Brown stated they had not, but certainly could.

Councilor Braden stated he'd like to see both projects done. The bathroom was a project they'd been setting money aside for for a few years, and if they had a tennis court with no bathrooms, it was less of an amenity. He didn't want to take away from the bathroom progress to fund the tennis courts, but he also wanted the courts done.

Mr. Brown stated he believed they could complete the bathroom project next year, as scheduled.

Consensus to move forward on the tennis court project.

HAND-OUTS**Department Stats:** *(Attached)*

Public Works Sep 2020

Fire & Rescue Sep 2020

Police Sep 2020

Code Enforcement Sep 2020

Agenda: *(Attached)*

SREDA 10-06-2020

Minutes: *(Attached)*

County Court 09-09-2020; 09-23-2020

CORRESPONDENCE, COMMENTS AND EX-OFFICIO REPORTS

- Councilor Capron stated effective after the current meeting, he was resigning. He thanked everyone in the room. He was appointed, and then won the election after the 1% sales tax, so hopefully he lived up to what he had been voted into office for. He thanked Councilor Crume for being a great mentor through this journey – he would be missed when he was no longer on Council. He thanked Councilor Justus for always being a voice from the other side and then having discussions with him about things. He thanked Mayor Hill for expending his own time and money to travel to Salem representing the interest and heart of Ontario, but he sure wished he'd clean up the leaves and junk on the sidewalks and behind his house. He



commended Code Enforcement for speaking with the Mayor about it, and the Argus for writing his story on it. Thank you to everyone!!

Mayor Hill presented Dan Capron with a plaque which addressed his term of service, the committees he served on or was liaison to, and for the many contributions to the City of Ontario.

- Mayor Hill stated they needed to address the action for filling the vacancy on the Council. They could appoint someone now, wait for the results of the election, or something else.

Councilor Crume stated he initially thought to take the fourth person on the ballot if that person was interested in filling the remaining two-year term. However, after hearing a comment from Councilor Rodriguez, it was true that that the fourth or fifth person was not elected, just the first three. So now he had changed his mind and was open to the Council appointing a person to fill that vacancy if there was someone who wanted to submit an application.

Councilor Rodriguez thought it was the same situation when past Councilor Winebarger was leaving; it was right before an election.

Mayor Hill asked if they had to advertise, or could the Council just make recommendations, or choose from the slate of candidates on the ballot.

Councilor Justus stated it was imperative that the Council have continuity, and while he wasn't advocating for the appointment, he did believe that if Councilor Crume was willing to continue on for those two years, he was the person for the job. He had the memory and knowledge about the city that was necessary.

Mr. Brown stated it was at the discretion of the Council as long as whomever was selected met the requirements under the City Charter.

Councilor Braden commended Councilor Justus for the suggestion, then asked Councilor Crume if he was even interested.

Councilor Crume stated he appreciated the thought, and he would speak with his wife about it. He had served for 12 years, and he had enjoyed almost all his time on the Council, but he needed to think on it.

Mayor Hill asked if they wanted to advertise for the position.

Council consensus to advertise.

ADJOURN

CAPRON moved, JUSTUS seconded, **THAT THE MEETING BE ADJOURNED**. Roll call vote: Rodriguez-yes; Justus-yes; Palomo-yes; Capron-yes; Braden-yes; Crume-yes; Hill-yes. Motion carried 7/0/0.

ACCEPTED:

ATTEST

Riley J. Hill, Mayor

Tori Barnett, MMC, City Recorder





CITY COUNCIL MEETING MINUTES October 20, 2020

The scheduled meeting of the Ontario City Council was called to order by Mayor Riley Hill at 6:00 p.m. on Tuesday, October 20, 2020, in the Council Chambers of City Hall. Council members present in person or attended via telephone were Riley Hill, Michael Braden, Norm Crume, Freddy Rodriguez, Ramon Palomo, and Marty Justus.

Members of staff present in person or via telephone were Adam Brown, Corinna Hysell, Dan Cummings, Peter Hall, Terry Leighton, Steven Romero, Kari Ott, Larry Sullivan, Betsy Roberts, and Al Cablay.

The meeting was recorded, and copies are available at City Hall.

Mayor Hill led everyone in the Pledge of Allegiance.

AGENDA

This Agenda was posted on October 16, 2020. Copies of the Agenda are available from the City Hall Customer Service Counter and on the city's website www.ontariooregon.org.

CRUME moved, PALOMO seconded, **TO ADOPT THE AGENDA AS PRESENTED**. Roll call vote: Rodriguez-yes; Justus-yes; Palomo-yes; Braden-yes; Crume-yes; Hill-yes. Motion carried 6/0/0.

CONSENT AGENDA

CRUME moved, JUSTUS seconded, **TO ADOPT THE CONSENT AGENDA, WHICH INCLUDED 09-03-2020 COUNCIL WORK SESSION MINUTES; 09-15-2020 COUNCIL MEETING MINUTES; AND 09-18-2020 COUNCIL MEETING MINUTES**. Roll call vote: Rodriguez-yes; Justus-yes; Palomo-yes; Braden-yes; Crume-yes; Hill-yes. Motion carried 6/0/0.

SPECIAL ACTION

Election of Council President

CRUME moved, JUSTUS seconded, **THE CITY COUNCIL APPOINT MICHAEL BRADEN TO THE POSITION OF CITY COUNCIL PRESIDENT, EFFECTIVE IMMEDIATELY**. Roll call vote: Rodriguez-yes; Justus-yes; Palomo-yes; Braden-yes; Crume-yes; Hill-yes. Motion carried 6/0/0.

PRESENTATIONS

City of Ontario NPDES Permit – Permit Modification

Paul Woods, Wastewater Engineer, JACOBS, presented.

The City of Ontario was authorized to discharge treated wastewater to the Snake River via NPDES Permit No. 101633. The city recently completed an effluent mixing zone study in accordance with the requirements set forth in the NPDES Permit. The findings of the study indicated that the Snake River had significant dilution capacity to accommodate the city's wastewater discharge without exceeding water quality criteria for ammonia if a diffuser was installed on the city's outfall. Given the findings in the report and the city's commitment to install a diffuser with the dilution characteristics outlined in the study, engineering staff recommends the City of Ontario request that Oregon



DEQ remove the final effluent limit for ammonia listed in the referenced permit. Staff believed this request was consistent with Oregon Administrative Rules and would protect the designated beneficial uses of the Snake River. Through continued discussion and sharing of information, the DEQ was willing to accept the elimination of the final ammonia limits currently required in the city's NPDES permit. To facilitate this process, the City of Ontario must submit an NPDES Permit Modification request to the Oregon Department of Environmental Quality.

Submitting a request to modify the city's current NPDES permit would result in better suited permit for the city. This met the goals of livability and growth. With the change, the city would not risk violating an ammonia limit at the outfall pipe, and growth could continue.

There was a cost associated with permit modification per the state's fee schedule. Modification of the permit was not anticipated during the budgeting process, as the DEQ was transitioning local compliance officers at the time. The Finance Director would have to prepare a resolution to use funds from the Wastewater Contingency fund to cover this cost. Long term savings would far outweigh the cost of the modification.

This matter was urgent, as it also related to the Diffuser design completion deadline. Additionally, as the permit currently stood, the city was in violation of the interim ammonia limit. The DEQ agreed to waive this violation until the permit was modified but moving quickly would be preferred.

INTRODUCTION

Shawn Moffitt, JACOBS, introduced stated they had been doing an extensive search to replace retired Public Works Director Cliff Leeper. They began last December, and while COVID had affected their progress, they were fortunate in their selection of Al Cablay as the new Public Works Director. Mr. Cablay had been involved in Public Works for 40+ years and his expertise in that area was excellent and were thrilled to have the opportunity to bring him on board in this capacity. He would bring knowledge and expertise to the City of Ontario and to Jacobs as a company.

Al Cablay, Public Works Director, stated his pleasure to meet the Council. He loved public service, which is why he was before them representing not only Jacobs, but the industry itself of Public Works. He was a past president of the American Public Works Association, past president of the San Diego County Waterworks Group, and past president of Maintenance Superintendents Association. That was a testament of his commitment to the profession, and what he would bring to Ontario. He and his wife, Charlotte, and their dog, were proud to be new residents of Ontario, and was excited to be a part of the Management Team the City Manager had put together. He had big shoes to fill but was confident he could provide the services they were used to.

OLD BUSINESS

Engineering Design Task Order

Betsy Roberts, City Engineer, presented. presented.

As presented in the September Council workshop, this was the compiled Task Order for Jacobs covering three projects identified and approved in the FY21 adopted budget. Council action was required to approve the task orders.

In 2014, Jacobs (then CH2M HILL) was selected through the competitive public process for Public Works and City Engineering services.

There were three projects covered by three distinct task orders. In summary they were: Task Order #1 - SRCI Lift Station Siphon design. This design effort was funded out of the SRCI infrastructure fund. Design covered the modification of the system from lift station to siphon and all the DEQ permitting required. The design effort would carry through the bidding process.



Task Order #2 - NE Ontario Pavement Evaluation. This evaluation would provide the city with an evaluation of the pavement, sidewalk, and storm system in the NE area, resulting in a work plan that would layout potential work phases and cost estimate that could be used for coming CIP or grant applications. A design effort would still be needed but would be well defined as part of the work plan. Funding Source: \$5k from Stormwater and \$15k from Streets.

Task Order #3 - Pollutant Source Identification Program. This was specifically required by the NPDES permit. This plan would describe the process for researching and identifying potential pollutant sources within the city (for example, domestic drinking water wells could be a source of arsenic). Project would include coordination with and submittal to DEQ. Funding source for this project was Wastewater Fund.

The Task Orders were prepared for Council review. Approval would mean the Jacobs design team could begin work on each of the projects.

Between all the projects, they covered the city's Strategic Plan for Livability - certainly improvement of the pavement, sidewalk, and storm system in the NE would improve livability; Growth - Fulfilling the city's requirement for the NPDES supported growth, as did the improved pavement, sidewalk, and storm system in the NE area. The modification of the SRCI lift station, by moving away from the size constrained lift station, allowed for current flows more reliably and for increased flows; Beautification - The NE project would support beautification.

Task Order #1 - SRCI Lift Station Siphon design. This design effort was funded out of the SRCI infrastructure fund. The Task Order amount was \$43,740, but an allowance for \$6k for survey was requested. Recommend approved budget to be \$50k total. Public Works staff had been working sharing their concerns about the potential for a spill at the SRCI lift station due to the inadequate size of the wetwell. Conducting this design now would allow a project to be bid and construction to occur in the coming FY.

Task Order #2 - NE Ontario Pavement Evaluation. Funding source was \$5k from Stormwater and \$15k from Streets. Task Order amount was \$19,740. To have a work plan adequately complete for the NE Ontario Pavement project so that the cost estimate could be used as part of the CIP for the coming year, the team needed to start now. They needed to conduct field work before there was snow and to develop the report over the winter months.

Task Order #3 - Pollutant Source Identification Program. Funding source for this project was Wastewater Fund for a Task Order amount of \$49,280. This Plan was required by the NPDES permit and was due May 1, 2021. To complete the plan by that time, the team needed to begin immediately.

As an alternative to approving these three Task Orders, the Council could approve them individually. The impact of not approving Task Order #3 would be to jeopardize the team's ability to meet the NPDES deadline for submittal. The SRCI lift station design was part of the contract agreement made with the Department of Corrections to reduce the potential for a spill. The pavement, sidewalk, and storm system work in the NE area of town was becoming a problem for drivers and would only continue to get worse. Being able to fund the project, was likely still several years out.

CRUME moved, PALOMO seconded, **THE CITY COUNCIL APPROVE THE TASK ORDER FOR JACOBS FOR \$118,760, COVERING THE SUBTASKS OF: SRCI SIPHON DESIGN, NE ONTARIO PAVEMENT EVALUATION, AND POLLUTANT SOURCE IDENTIFICATION PROGRAM; AND AUTHORIZE THE CITY MANAGER TO SIGN THE INDIVIDUAL TASK ORDERS.** Roll call vote: Rodriguez-yes; Justus-yes; Palomo-yes; Braden-yes; Crume-yes; Hill-yes. Motion carried 6/0/0.



NEW BUSINESS**Resolution #2020-137: City of Ontario Administrative Hearing Officer Services Agreement (Mike Pratt)**

Steven Romero, Police Chief, presented.

Mike Pratt had been conducting abatement hearings for Code Enforcement for several years, but no written contract had ever been formalized. The proposed resolution was designed to rectify that situation.

Mayor Hill stated the resolution approved a contract, but he wanted to know how the appointment to the position was handled.

Larry Sullivan, City Attorney, stated this was just for a Hearings Officer, it was not a Charter position. It wasn't the person in charge of the city's Municipal Court. That contract was with the Justice of the Peace. The Hearings Officer was just be contract. Was there some other provision the Mayor was questioning?

Mayor Hill stated someone was appointing someone to that position, and he wanted to know who had the authority to make that appointment before entering a contract with that person.

Mr. Sullivan stated by entering a contract, they'd be appointing him into that position and the Council had the authority to do that.

Mayor Hill wanted to know if there was an application process, and if there was, was that sent out to the public.

Mr. Sullivan stated the Council could do that if they would rather through a more competitive process and take applications for the position.

Chief Romero stated Title One, Chapter 15, Section 40 of the Ontario Municipal Code read that the Mayor and City Council had the authority to appoint an individual to the position of Hearings Officer. It did not specify any steps or official protocol to follow. It was all administrative; there were no criminal sanctions involved in the hearings.

Mayor Hill stated it appeared that someone was just being selected without providing the public a chance to give input.

Councilor Crume asked Mr. Brown if he could explain how the individuals had been selected.

Adam Brown, City Manager, stated Mr. Pratt was already a Hearings Officer on the planning side of the city. Because he had a sense of what a Hearings Officer needed to do, he fit into the civil penalties realm. Same thing, different part of the Code.

Mayor Hill stated it appeared that the city advertised for Councilors, or committees and boards, and it seemed like the public should have a shot at this position as well.

Dan Cummings, Community Development Director, stated Mike Pratt had been used by the city as a Hearings Officer mainly for the land use applications for maybe 20 years. For the past 5 years, he, himself, had not used Mr. Pratt's services as it made no sense to have a full-time Planner and a separate Hearings Officer. He had been appointed, by resolution, to act at the Hearings Officer. The next step would be to go the Planning Commission itself.

Councilor Crume wondered if they could approve the names before them that night, but then advertise for other people in the community to also fill the position, maybe having a list of 8 or 10 Hearings Officers.

Mr. Brown stated there were two there now was for a back-up for the one. There were not a lot of hours, and the



position was paid on an hourly rate. However, staff would do what the Council directed.

Councilor Crume asked if there was a reason the action needed to occur that evening? Were there pending cases?

Mr. Brown stated yes, there cases ready to go before a Hearings Officer.

Chief Romero stated his agreement, but Mr. Pratt had already declared a conflict with one of the cases. He agreed having a list of Hearings Officers could be a good thing.

Councilor Crume asked if they could continue with these two individuals, without a contract, until such time that an advertisement could be placed, and applicants reviewed.

Councilor Justus stated Council hadn't hired the Police Chief, or the Fire Chief, because that was Adam's job.

Mr. Brown stated this was different than an employee.

Councilor Justus stated they were being paid, so that made them an employee.

Mr. Brown stated Mr. Pratt was selected as a Hearings Officer, and he'd been doing that for a long time. The next resolution would be a new person, and he felt less comfortable with that one without having something approved by the Council. Another option would be to approve the two resolutions (for Mike Pratt and Billy Carter) until the end of the year, and staff would solicit candidates for the position of Hearings Officers beginning in 2021.

Councilor Rodriguez verified the ordinance or Charter read that the City Manager made the decision for Police Chief, or the other positions that Councilor Justus was speaking to.

Mr. Brown stated, by ordinance, the Hearings Officer was appointed by the Council, and they were not considered employees. They were independent contractors.

Councilor Rodriguez stated a person approved by the Council was who he presented to them.

Mr. Brown stated Mr. Pratt had been chosen many years ago. He had been recommended by Dan Cummings because he had been involved as a Hearings Officer before.

Mr. Sullivan stated as an attorney who had appeared before many Hearings Officers and judges over the years, it was a rare skill that took time to develop. If they pulled someone off the street and gave them the authority to make decisions as a Hearings Officer, they were going to get unpredictable results if someone had no experience in the position. It required an understanding of the ordinances and laws, as well as a temperament to be able to apply in situations with offending people. They had to deal with facts and make a decision that correctly applied the law without insulting people when being done, and that was a rare skill. If they had someone in mind for that position that had never done it before, there was a going to be a learning curve. There were probably many bright people who were very willing, but it might be difficult to find people who would be good for it.

Mr. Brown stated if that was the direction of the Council, to open it and interview potential candidates, he would make that happen.

CRUME moved, JUSTUS seconded, **THE CITY COUNCIL APPROVE RESOLUTION #2020-137: A RESOLUTION TO ADOPT AN ADMINISTRATIVE HEARING OFFICER AGREEMENT (CONTRACT) FOR USE BY THE ONTARIO POLICE DEPARTMENT CODE ENFORCEMENT DIVISION; THIS CONTRACT WOULD INCLUDE MICHAEL PRATT FOR THE TERM OF THE REMAINDER OF YEAR 2020 AND TO BE REVISED AT THE BEGINNING OF YEAR 2021 AT THE FIRST COUNCIL MEETING, WITH ADVERTISEMENTS SET OUT BY THE CITY MANAGER FOR PEOPLE THAT MIGHT BE INTERESTED IN AN ADMINISTRATIVE HEARINGS OFFICER AGREEMENT/CONTRACT. No vote.**

JUSTUS moved to amend the motion to include that it went out for people to apply for it, but it required certain qualifications, such as public service of some kind, like serving on a committee, or previous experience, or even an attorney.

Mr. Sullivan stated an easier motion would be to appoint Mike Pratt as the Hearings Officer for the remainder of 2020.

CRUME withdrew his motion. JUSTUS withdrew his second.

CRUME moved, BRADEN seconded, **THE CITY COUNCIL APPROVE MR. MIKE PRATT FOR ADMINISTRATIVE HEARINGS OFFICER FOR THE REMAINDER OF THE YEAR 2020.** Roll call vote: Rodriguez-yes; Justus-yes; Palomo-yes; Braden-yes; Crume-yes; Hill-yes. Motion carried 6/0/0.

Resolution #2020-138: City of Ontario Administrative Hearing Officer Services Agreement (Billy Carter)

Councilor Crume asked what type of background did Mr. Carter have?

Mr. Brown stated Mr. Carter was prior Code Enforcement for Ontario and was well versed in enforcement rules and laws.

CRUME moved, JUSTUS seconded, **THE CITY COUNCIL APPROVE MR. BILLY CARTER FOR ADMINISTRATIVE HEARINGS OFFICER FOR THE REMAINDER OF THE YEAR 2020.** Roll call vote: Rodriguez-yes; Justus-yes; Palomo-yes; Braden-yes; Crume-yes; Hill-yes. Motion carried 6/0/0.

Mr. Sullivan stated that because Mr. Carter was previously an Ontario Code Enforcement Officer, his cases should be screened. He should not sit on any cases in which he ever cited anyone as an Ordinance Officer.

Councilor Paloma verified that Mr. Carter was just the back up for Mr. Pratt, so unless Mr. Pratt had a conflict, Mr. Carter wouldn't be used.

Chief Romero stated they would make it however the Council wanted it.

Palomo moved, JUSTUS seconded, **TO AMEND THE MOTION TO STATE MR. PRATT WOULD BE THE MAIN OFFICER, AND BILLY CARTER WOULD JUST REPLACE OR SIT IN HIS ABSENCE IF THERE WAS A CONFLICT.** Roll call vote: Rodriguez-yes; Justus-yes; Palomo-yes; Braden-yes; Crume-yes; Hill-yes. Motion carried 6/0/0.

Councilor Braden stated because they were saying through 2020, without approving any contracts, it was done through direct appointment, were they going to direct the City Manager to come back to them with a pool of potential contractors before the expiration of 2020?

CRUME moved, JUSTUS seconded, **THE CITY COUNCIL APPROVE MR. BILLY CARTER FOR ALTERNATE ADMINISTRATIVE HEARINGS OFFICER FOR THE REMAINDER OF THE YEAR 2020; MICHAEL PRATT WOULD BE THE MAIN OFFICER, AND BILLY CARTER WOULD REPLACE OR SIT IN HIS ABSENCE IF THERE WAS A CONFLICT THROUGH 2020.** Roll call vote: Rodriguez-yes; Justus-yes; Palomo-yes; Braden-yes; Crume-yes; Hill-yes. Motion carried 6/0/0.

Resolution #2020-139: City of Ontario Nuisance Abatement Agreement (Grass Roots Ontario, LLC)

Steven Romero, Police Chief, presented.

Councilor Braden stated in reviewing the agreement, it was indicating they were an agent of the city and they'd do the work as directed by the city.

Mr. Sullivan stated under the last paragraph of the agreement, under V, it read that they were an independent contractor and not an agent of the city.



Councilor Braden stated under definitions, #1, was contradictory to that section.

Mr. Sullivan stated the advantage of them being an agent of the city was that the city was acting under the City Code to send someone on private property to do work that the owner might now want done. That independent contractor could be charged with trespassing unless they were an agent of the city and acting under the authority granted by the city. He would work with the City Manager on different language in the contract.

Mr. Brown asked to bring this back to Council after review and some modifications and clarifications.

Councilor Braden asked to have the contracts for the position and a slate of potential Hearings Officers back before Council in December.

Council consensus to have that occur.

Resolution #2020-140: Shooting Range Storage Unit

Steven Romero, Police Chief, presented.

BRADEN moved, PALOMO seconded, **THE CITY COUNCIL APPROVE RESOLUTION #2020-140: A RESOLUTION APPROPRIATING FUNDING TO PURCHASE A STORAGE CONTAINER AT THE SHOOTING RANGE.** Roll call vote: Rodriguez-yes; Justus-yes; Palomo-yes; Braden-yes; Crume-yes; Hill-yes. Motion carried 6/0/0.

PUBLIC HEARING

Accept Right of Way for a Portion of Sunset Drive on SW 7th Avenue and SW 16th Street, Per Approved Plat of Brockside Subdivision, Approved Under Planning Action 2019-09-66 SUB

It being the date advertised for public hearing on the above stated matter, the Hearing was declared open. There were no objections to the city's jurisdiction to hear the action, no abstentions, ex-parte contact, and one declaration of a conflict of interest.

Dan Cummings, Community Development Director, presented.

The Hearing was opened for public testimony. Opponents: None. Proponents: None. There being no Proponent and no Opponent testimony, the Hearing was closed.

CRUME moved, JUSTUS seconded, **THE CITY COUNCIL APPROVE THE DEDICATION OF THE RIGHT OF WAY FOR A PORTION OF SUNSET DRIVE, SW 7TH AVENUE AND SW 16TH STREET AS SHOWN ON THE PLAT OF BROCKSIDE SUBDIVISION, SAID SUBDIVISION BEING APPROVED BY AN ADMINISTRATIVE ACTION ON APRIL 17, 2019, UNDER PLANNING FILE 2019-09-66SUB AND AUTHORIZE THE MAYOR TO EXECUTE HIS SIGNATURE ON THE FINAL PLAT ACCEPTING THE DEDICATED RIGHT OF WAY.** Roll call vote: Rodriguez-yes; Justus-yes; Palomo-yes; Braden-yes; Crume-yes; Hill-yes. Motion carried 6/0/0.

Accept a Portion of Right of Way for Future Extension of SE 6th Avenue as Per the Approved Partition Under Planning Action 2020-09-35 PTN

It being the date advertised for public hearing on the above stated matter, the Hearing was declared open. There were no objections to the city's jurisdiction to hear the action, no abstentions, ex-parte contact, and one declaration of a conflict of interest.

Dan Cummings, Community Development Director, presented.

The Hearing was opened for public testimony. Opponents: None. Proponents: None. There being no Proponent and no Opponent testimony, the Hearing was closed.



PALOMO moved, CRUME seconded, **THE CITY COUNCIL APPROVE THE DEDICATION OF THE RIGHT OF WAY FOR A PORTION OF SE 6TH AVENUE AS SHOWN ON THE PARTITION PLAT OF ROCKING R INVESTMENTS, LLC, SAID PARTITION BEING APPROVED BY AN ADMINISTRATIVE ACTION ON SEPTEMBER 14, 2020, UNDER PLANNING FILE 2020-09-35PTN AND AUTHORIZE THE MAYOR TO EXECUTE HIS SIGNATURE ON THE FINAL PLAT ACCEPTING THE DEDICATED RIGHT OF WAY.** Roll call vote: Rodriguez-yes; Justus-yes; Palomo-yes; Braden-yes; Crume-yes; Hill-yes. Motion carried 6/0/0.

HAND-OUTS

Check Register: *(Attached)*

Sep-Oct 16, 2020

Minutes: *(Attached)*

County Court 09-30-2020; 10-07-2020

SREDA 10-06-2020

CORRESPONDENCE, COMMENTS AND EX-OFFICIO REPORTS

- Councilor Crume stated at their last meeting, Councilor Justus had suggested he submit his name to fill the vacancy left by Dan Capron for the remaining two years of his term. While he was thankful to have it suggested, for personal and medical reasons, he respectfully declined.

Mayor Hill asked for an update on the applications for the vacancy.

Mr. Brown stated the applications were coming in. He was aware of three, but there was a possibility of two more. There was a second meeting scheduled for October, so Council could review them then, or it could be scheduled for the November work session.

Councilor Crume stated he wanted time to review the applications, not to receive them and make a decision in the same night with the applicants in attendance. He'd like to handle it at the first work session in November, and have the applications emailed to the Council.

Mayor Hill asked if there was a time limit they had to continue receiving applications?

Mr. Sullivan stated no, it was a vacancy until filled by the Council.

Councilor Braden stated he had a planned absence for the November Council meeting, and as this was an important decision, he'd like to be involved. He would like to receive the applications and invite the applicants to attend the October 27th Council meeting. They could review the applicants, speak with the applicants, and either make a decision that night, or postpone to the work session in November.

Consensus to move forward with Councilor Braden's suggestion.

- Councilor Justus commented on the traffic boxes, sponsored by Revitalize Ontario and Hotbox Farms. If anyone was interested in the artists, there were QR codes on each box. Charlotte Fugate was the reason that was finally done and deserved thanks for her work on the project.
- Councilor Crume stated the Airport Committee met and was bringing forward a plan to fix the problems surrounding the fuel sales at the airport.
- Mr. Sullivan stated he had been contacted by Clyde Esplin's lawyer, who told him he was going to send him documents proving that Mr. Esplin was acting as an agent for Beck's Spray Service, so that would deal with



the eviction that he informed Mr. Esplin would be starting on November 2nd. He was going to hold to that deadline unless he received some documents that indicated he was acting as an agent. At that point, he'd have to proceed with the arbitration under the Beck lease to terminate the Beck lease with the city.

Councilor Crume stated he understood that DEQ had been involved at the airport with a spill. Did that put blame on someone, or where the liability was?

Mr. Sullivan stated he had not discussed that with Mr. Beaubien, and he had not received any new information on that.

Mr. Brown stated the Fire Marshall was trying to set an appointment with all the applicators. There was also some testing that needed to be discussed with the tenant.

EXECUTIVE SESSION

Executive Session: ORS 192.660(2)(h)

An executive session was called at 7:50 p.m. under provisions of ORS 192.660(1)(h) to discuss current or potential litigation. The Council entered a second executive session at 8:05 p.m.

Executive Session: ORS 192.660(2)(d)

An executive session was called at 8:06 p.m. under provisions of ORS 192.660(1)(d) to discuss labor negotiations. The Council reconvened into regular session at 8:25 p.m.

ADJOURN

CAPRON moved, JUSTUS seconded, **THAT THE MEETING BE ADJOURNED**. Roll call vote: Rodriguez-yes; Justus-yes; Palomo-yes; Braden-yes; Crume-yes; Hill-yes. Motion carried 6/0/0.

ACCEPTED:

ATTEST

Riley J. Hill, Mayor

Tori Barnett, MMC, City Recorder





CITY COUNCIL MEETING MINUTES October 27, 2020

NO SOUND FOR THIS MEETING; MINUTES PROVIDED BY NOTES.

The scheduled meeting of the Ontario City Council was called to order by Mayor Riley Hill at 6:00 p.m. on Tuesday, October 27, 2020, in the Council Chambers of City Hall. Council members present in person or attended via telephone were Riley Hill, Michael Braden, Norm Crume, Freddy Rodriguez, Ramon Palomo, and Marty Justus.

Members of staff present in person or via telephone were Adam Brown, Tori Barnett, Dan Cummings, Peter Hall, Terry Leighton, Jason Cooper, Steven Romero, Al Cablay, Kari Ott, Larry Sullivan, Betsy Roberts, and Danielle Llamas.

The meeting was recorded, and copies are available at City Hall.

Mayor Hill led everyone in the Pledge of Allegiance.

AGENDA

This Agenda was posted on October 26, 2020. Copies of the Agenda are available from the City Hall Customer Service Counter and on the city's website www.ontariooregon.org.

CRUME moved, JUSTUS seconded, **TO ADOPT THE AGENDA AS PRESENTED**. Roll call vote: Rodriguez-yes; Justus-yes; Palomo-yes; Braden-yes; Crume-yes; Hill-yes. Motion carried 6/0/0.

PUBLIC COMMENT

Steven Romero, Police Chief, introduced Officer Danielle Llamas, who was receiving an award. Officer Llamas was being recognized for her contribution in DUI enforcement for 2019. She received the Officer of the Year by the Oregon DUII Multi-Disciplinary Training Task Force. Officer Llamas was a true asset to the Ontario Police Department.

OLD BUSINESS

Resolution #2020-142: City of Ontario NPDES Permit – Permit Modification

Betsy Roberts, City Engineer, presented.

CRUME moved, PALOMO seconded, **THE CITY COUNCIL APPROVE RESOLUTION #2020-142: A RESOLUTION APPROPRIATING FUNDING, AUTHORIZING THE CITY TO APPLY FOR A MODIFICATION TO THE EXISTING NPDES PERMIT AND DESIGNATING THE CITY MANAGER TO SIGN THE APPLICATION LETTER**. Roll call vote: Rodriguez-yes; Justus-yes; Palomo-yes; Braden-yes; Crume-yes; Hill-yes. Motion carried 6/0/0.



NEW BUSINESS**Appointment to Fill Remainder of 2-Year Term**

Mayor Hill stated there were five applicants who were interested in filling the 2-year Council seat that was made vacant by the resignation of Dan Capron. He invited each to speak to the Council and then stand for questions.

The Council heard comments from Ken Hart, Lynelle Christiani, David Armstrong, Candace Shock, and Clyde Esplin. RODRIGUEZ moved, PALOMO seconded, **THE CITY COUNCIL APPOINT KEN HART TO FILL THE REMAINING TERM OF OUTGOING COUNCILMAN DAN CAPRON.** Roll call vote: Rodriguez-yes; Justus-no; Palomo-yes; Braden-yes; Crume-yes; Hill-yes. Motion carried 6/0/0.

Mr. Hart would be sworn into office at the November 5, 2020, Council Work Session.

Homeless Shelter Siting

Adam Brown, City Manager, presented.

In collaboration with Community in Action, the city supported an emergency winter transitional shelter project in 2019-2020. Implementation of the project occurred in April of 2020 and endured for just short of one month. The city's participation was a lease with the service providers to use city property. The City Council requested that a follow up report be presented about the accomplishments of the pilot project. Community in Action wrapped up the learning project with a report that has been included.

The City Council requested that city staff provide an opportunity for the public to speak about other alternative locations for the emergency winter shelters. A survey was developed for online participation and the city hosted a listening and feedback session at the Four Rivers Cultural Center on October 23, 2020.

Feedback from the online survey and the in-person participation opportunity was being synthesized. Staff expected that Community in Action would make a recommendation for a site to the City Council. The City Council would approve a site by resolution for this year's emergency shelter and then make zoning changes for a permanent site at a later date. It may be that the optimal site for this year was not the same as a permanent site.

In the planning session for the current budget, the City Council revised its strategic plan to include some assistance for the homeless in Ontario. The City Council budgeted \$10,000 to assist with homeless efforts. That could be used to support the emergency transitional homes or to assist other efforts to help the homeless. Community in Action procured funds to support emergency winter transitional shelters.

Winter was here. Relocation of the units to another site would take some time, but the parties involved had a better idea of the process after going through it last year. Additionally, the units were already built and ready to connect to power which would save time. At the urging of City Council persons, Community in Action had been asked to provide an implementation plan. The City Council must designate an area by resolution. If it became permanent, a zoning change would need to be amended. If the shelters were not moved and the Council wished to operate them at the current location, an additional lease would be needed to approve the operation on city property. The decision could be deferred to the next meeting or any future meeting if additional time were needed for consideration.

Barb Higinbotham, Executive Director, Community in Action, spoke about the sites begin proposed and what Community in Action's involvement would be.

RODRIGUEZ moved, BRADEN seconded, **THE CITY COUNCIL TABLE THIS TO THE NOVEMBER 5, 2020, MEETING.** Roll call vote: Rodriguez-yes; Justus-no; Palomo-yes; Braden-yes; Crume-no; Hill-yes. Motion carried 4/2/0.



CORRESPONDENCE, COMMENTS AND EX-OFFICIO REPORTS

- Councilor Crume gave an update on happenings at the Ontario Airport.

ADJOURN

CRUME moved, JUSTUS seconded, **THAT THE MEETING BE ADJOURNED**. Roll call vote: Rodriguez-yes; Justus-yes; Palomo-yes; Braden-yes; Crume-yes; Hill-yes. Motion carried 6/0/0.

ACCEPTED:**ATTEST**

Riley J. Hill, Mayor

Tori Barnett, MMC, City Recorder



**AGENDA REPORT
OLD BUSINESS
November 17, 2020**

To: Mayor and City Council

FROM: Daniel Beaubien, Airport Manager

THROUGH: Adam J. Brown, City Manager

SUBJECT: **RESOLUTION #2020-144: A RESOLUTION APPROVING THE BID FROM LAWN EXPRESS IN THE AMOUNT OF \$39,500 AND TO APPROPRIATE NECESSARY FUNDING**

DATE: November 10, 2020

PROPOSED MOTION:

I MOVE THE CITY COUNCIL APPROVE RESOLUTION #2020-144: A RESOLUTION APPROVING THE BID FROM LAWN EXPRESS IN THE AMOUNT OF \$39,500 AND TO APPROPRIATE NECESSARY FUNDING.

SUMMARY:

Bids have been taken for the irrigation of the grass runway that has been established at the Ontario Municipal Airport. The City of Ontario has dedicated this grass strip in honor of Cash Troyer as a permanent part of the airport. This irrigation system is a maintenance free system.

BACKGROUND:

A grass roots effort with many volunteer hours was utilized to put in a grass runway for pilots to make Ontario a prime central location for back country pilots. As this progressed with donated grass seed and many volunteer hours with the use of old wheel lines, it became obvious that a better irrigation system would have to be put in at some point in time.

Cares Act funding was received to cover operations at the Ontario Municipal Airport, making general funding available of approximately \$30,000.

CURRENT SITUATION:

Three bids have been reviewed.

One was a verbal bid from Pat Patterson for \$50,000.

One from Lawn Keepers for \$59,000

One from Lawn Express for \$39,500.

The Airport Committee has selected Lawn Express as the lowest responsive and responsible bid and is recommending approval by the City Council. The bid from Lawn Express includes the city assisting with parts of the trenching for the irrigation system to keep the cost down.

The City Council reviewed the bids on November 5, 2020 and asked that certain portions of the contract be shored up to cover warranty issues. Those changes have been made by the Airport Manager and City Attorney.

ANALYSIS:

- A. **STRATEGIC PLAN** Growth and improvements at the Ontario Municipal airport is part of the Ontario 2019-2023 strategic plan, Growth strategy.
- B. **FINANCIAL** This system, while costing money upfront, will save on water and labor for years over the wheel line system that is currently in place. The additional cost may be partially or totally recouped by the sale of the wheel lines currently being used. The airport has two wheel lines that can be sold after the new irrigation system is installed.

The city received Airport CARES funding of \$30,000. Due to this, there will be additional funds remaining in the payroll and other operating costs of the airport. Resolution #2020-144 has been drafted to fund the difference in funds needed and available.

- C. **TIMING** Timing is perfect as the season is moving to the dormant stage. Having the work complete prior to the spring is ideal.
- D. **POLICY/LEGAL** The City Council is required to make the budget and appropriation approval and the contract award.

ALTERNATIVES:

The City Council could choose not to purchase the underground sprinkler system and the wheel lines would continue to be used.

RECOMMENDATION:

Staff recommends awarding the bid and approval of the Resolution #2020-144.

ATTACHMENTS:

- 1. 1Sprinkler bid Lawn Express 2020 updated 11-10-2020
- 2. Resolution #2020-144 IRRIGATION FOR GRASS RUNWAY

LAWN EXPRESS

Scott Windom - LCB #8956
6178 Adams Road
New Plymouth, ID 83655
(208)278-3192

CONTRACT TERMS

This is an agreement between the Ontario Airport and Lawn Express of New Plymouth, Idaho. Under the terms set forth below, Customer agrees to purchase the services of Lawn Express in preparing and installing an irrigation system, and Scott Windom of Lawn Express agrees to render such services.

The parties agree as follows:

IRRIGATION SYSTEM INSTALLATION

Lawn Express is installing an irrigation system for the Ontario Airport. Lawn Express shall furnish all the materials and perform all of the work required. If Customer decides to help in anyway, it will need to be done according to standards established by Lawn Express. If work done by Customer is not done properly and results in unforeseen issues, Customer agrees not to hold Lawn Express liable for such issues. Lawn Express will work to ensure that all work is done accordingly and to the satisfaction of both parties, but if issues arise from Customer's work then additional charges may be applied to correct any issue(s). Lawn Express also cannot accept responsibility for settling due to new construction, utility lines or any other excavations not performed by or supervised by Lawn Express.

Lawn Express will winterize the sprinkler system at no additional charge in the fall of 2020. Lawn Express will charge the average cost of the blowout in the years following, starting in the fall of 2021 if asked. Any repairs needed within the first six months will be at no additional charge for parts of labor.

CHANGES

Lawn Express will make reasonable efforts to complete the Contract as designed. Circumstances may arise beyond the control of Lawn Express that may prevent construction of the Contract exactly as planned. Lawn Express will make reasonable efforts to minimize this impact on the design and construction. Customer acknowledges this possibility and accepts the action Lawn Express will take to minimize the potential change in design. If Customer wishes to change any part of the installation after this agreement is signed, but prior to commencement of installation, which results in additional material or labor costs for Lawn Express or results in delays in the completion of the Contract, said costs will be added to the remaining balance of the Contract and billed as part of the original Contract. Any changes in the design or Contract, whether the changes result in additional time, cost, or neither, must be made in writing and signed by both parties, using a Change Order Form.

PERMITS

Lawn Express is responsible for securing all necessary permits required for Installation of Irrigation System. Unless specified in writing, Lawn Express is not responsible for code violation made at Customer request.

UTILITIES

Lawn Express is responsible for contacting Dig Line which is the underground utility locating service for Oregon and Idaho. Lawn Express shall not be held liable for property damage to all secondary underground utilities not marked (i.e. but not limited to, gas lines, irrigation lines, cables, underground electric, etc.) or any hidden obstructions. The Customer is held responsible for marking all property boundaries.

PROJECT START AND COMPLETION

The work to be performed under this Contract shall be commenced on or before November 17, 2020 and shall be substantially completed on or before December 20, 2020. An estimate of the number of days to complete the contracted work and an expected start date are provided as a courtesy. There may be delays in the beginning date and completion date due to poor weather or other circumstances beyond the control of Lawn Express. Those delays will not alter or invalidate any part of this Contract, nor will they entitle Customer to additional rights under the Contract.

TERMINATION

This agreement may be canceled by Customer by mailing written notice to Lawn Express before midnight the third business day after Customer has signed this agreement. If after that time Customer wishes to terminate this Contract, Customer must give Lawn Express five (5) days advance written notice. Lawn Express will retain any monies paid by Customer up to the effective date of termination, and is entitled to any additional expenses for materials, labor, or other expenses incurred by Lawn Express. A final invoice will be sent to the Customer and the balance will be due upon receipt.

COST OF SERVICES

The Cost of Services for the Installation of Irrigation System is not to exceed \$39,500 dollars.

PAYMENTS

Customer will pay Lawn Express fifty percent (50%) of the Cost of Services for the Installation of the Irrigation System, which equals \$19,750, within two weeks of the date this Contract is signed. Lawn Express will invoice the Customer for the remaining Cost of Services for the Installation of the Irrigation System when work is completed. The invoice shall be paid by Customer within 30 days of the invoice date. If the total balance is not received by the end of the 30-day period, interest will be paid on that balance by Customer at a rate of 1.5% per month. Failure by Customer to pay the remaining balance within 45 days will constitute breach of this agreement. Upon breach of this agreement, Customer agrees to pay all costs of collecting any remaining balances, including attorney's fees. No warranties will be issued until full payment is received.

The failure of Lawn Express to enforce any right accruing under this agreement shall not be construed as a waiver of a subsequent right of Lawn Express to enforce the same or any other right, term or condition.

This agreement shall be interpreted and enforced in accordance with the laws of the State of Idaho and of the State of Oregon.

Signed this _____ day of _____, 2020.

Print Owner's Full Legal Name

Print Contractor's Full Legal Name

Signature – City of Ontario Manager

Signature - Contractor of Lawn Express



RESOLUTION #2020-144

A RESOLUTION APPROVING THE BID FROM LAWN EXPRESS IN THE AMOUNT OF \$39,500 AND TO APPROPRIATE NECESSARY FUNDING

- WHEREAS,** The City along with numerous volunteers installed a grass runway at the Ontario Airport; **and**
- WHEREAS,** The city is currently irrigating the runway with wheel lines and would like to install an underground irrigation system; **and**
- WHEREAS,** Three bids were received with Lawn Express being the lowest at \$39,500; **and**
- WHEREAS,** The city also received \$30,000 in CARES Act Funding to be used for operational costs; **and**
- WHEREAS,** The City desires to modify the 2020-2021 Airport budget in order to pay the necessary expenditure.

NOW THEREFORE, BE IT HEREBY RESOLVED by the Ontario City Council, to approve the following adjustment to the fiscal year 2020-2021 budget:

Line Item	Item Description	FY 20-21 Budget	Amount of Change	Adjusted Budget
GENERAL FUND				
001-004-832000	Transfer to Airport Fund	\$ 92,923	\$9,500	\$102,423
001-004-871000	Operating Contingency	\$211,328	(\$9,500)	\$201,828
AIRPORT FUND				
120-000-441451	CARES Act Funding	\$ -	\$30,000	\$30,000
120-006-712103	Irrigation System	\$ -	\$39,500	\$37,000
120-000-458000	Transfers In	\$92,923	\$9,500	\$102,423

EFFECTIVE DATE: Effective immediately upon passage.

PASSED AND ADOPTED by the City Council of the City of Ontario this 17th day of November 2020, by the following vote:

AYES:

NAYES:

ABSENT:

APPROVED by the Mayor this 17th day of November, 2020.

Riley J. Hill, Mayor

ATTEST:

Tori Barnett, MMC, City Recorder



**AGENDA REPORT
OLD BUSINESS
November 17, 2020**

To: Mayor and City Council

FROM: Daniel Beaubien, Airport Manager

THROUGH: Adam J. Brown, City Manager

SUBJECT: **ORDINANCE #2782-2020: PROPOSED AMENDMENT TO OMC 3-9-9: AVIATION FUEL PROVISION**

DATE: November 9, 2020

PROPOSED MOTION:

I MOVE TO APPROVE ORDINANCE #2782-2020, AN ORDINANCE AMENDING TITLE 3(9)(9) OF THE ONTARIO MUNICIPAL CODE FOR FUEL PROVISIONS ON THE ONTARIO MUNICIPAL AIRPORT, ON FIRST READING BY TITLE ONLY.

SUMMARY:

Fuel brought to the Ontario Municipal Airport are (by City Code 3(9)(9)) only allowed by a FBO or with written permission from the city. The revision allows city approved agricultural spray operation businesses based out of KONO, the Ontario Municipal Airport, to bring their fuel onto the airport for business use as long as they meet federal, state and local guidelines.

BACKGROUND:

The Airport Committee has been instrumental in devising an ordinance that would be of a benefit to on-field ag operators to help keep their business at the Ontario Airport. The fuel issue has come up over the years to the Airport Committee because of the lack of oversight on who can bring fuel on to the airport and who cannot. The Airport Committee has carefully rewritten the ordinance and is suggesting it be adopted by the City Council.

CURRENT SITUATION:

The Airport Committee has rewritten City Code 3-9-9 with language that will still protect the city and provide assistance to spray businesses at the Ontario Municipal Airport. The attached rewrites of the ordinance show that the exclusion will only apply to agricultural spray operators based in Ontario.

ANALYSIS:

- A. **STRATEGIC PLAN** The Ontario Municipal Airport is a significant part of the Growth Strategy in the Ontario Strategic Plan.
- B. **FINANCIAL** Since flowage fees would still be collected, there should be no financial impact.
- C. **TIMING** The Airport Committee has submitted the proposed legislative change to the Ontario Municipal Code. The amended language is presented for comment and will receive a first reading at the November 17, 2020 Council Meeting. This is the appropriate time to make these changes following the harvest and prior to the new planting year.
- D. **POLICY/LEGAL** The City Council is the only entity that can adopt ordinance changes. An ordinance requires two readings. The second will be at the next scheduled Council meeting.

ALTERNATIVES:

The city could choose not to make the change to the current ordinance. Confusion, contradiction, and non-compliance will continue to exist at the airport.

RECOMMENDATION:

Staff recommends approval of the first reading, by title only of Ordinance 2782-2020.

ATTACHMENTS:

1. ORD 2782-2020_CC_Airport Fueling Provisions_11 17 2020



ORDINANCE #2782-2020

AN ORDINANCE AMENDING TITLE 3 SECTION (9)(9) CALLED “AVIATION FUEL PROVISIONS” TO CLARIFY PERMISSION TO RECEIVE FUEL AT THE ONTARIO MUNICIPAL AIRPORT

- WHEREAS,** The City of Ontario has had difficulty regulating fueling provisions on the Ontario Airport; and
- WHEREAS,** The Airport Committee has held multiple work groups focused on amending the language; and
- WHEREAS,** The Airport Committee recommends approval of amendments to the Ontario Municipal Code Section 3(9)(9) as shown in Attachment A.; and
- WHEREAS,** The Ontario City Council reviewed the changes to fuel deliveries and flowage fees at the airport at their November 5, 2020 work session.

THE CITY OF ONTARIO ORDAINS AS FOLLOWS: Title 3, Section (9)(9) of the Ontario Municipal Code is amended by deleting those portions that are stricken out and adding those portions that are underlined in Attachment A.

EFFECTIVE DATE: Effective 30 days after passage.

PASSED AND ADOPTED by the City Council of the City of Ontario this ____ day of _____ 2020, by the following vote:

AYES:

NAYES:

ABSENT:

APPROVED by the Mayor this ____ day of _____ 2020.

ATTEST:

Riley J. Hill, Mayor

Tori Barnett, MMC, City Recorder



ONTARIO

OREGON

Attachment A – Ordinance 2782-2020

Ordinance Strike-out Copy

3-9-9 Aviation Fuel Provisions

- A. On Airport Fuel SalesService. Aviation fuel shall be sold on the airport only by a City approved fixed based operator as per Ontario City Code 3-9-15.
- B. Airport Fuel Deliveries are allowed on the Airport to fixed based operators and for (1) fuels not provided by the fixed based operator or (2) businesses with City approval to bring their own fuel on the airport.
1. The City will only allow exceptions for businesses based at the Ontario Airport for agricultural spray operations that meet all regulatory requirements established by Federal, State, and Municipal Code.

● —

Fuel Flowage Fee. ~~An operator licensed to sell or use fuel~~ A business that has City approval to sell or use fuel on the Airport shall ~~return to the~~ pay the City a flowage fee for each gallon of fuel delivered ~~to the said~~ Airport. Documentation for airport fuel deliveries shall be provided with fuel flowage fee payment. The ~~fuel~~ flowage fee rate shall be set by the City. Refunds or credits will be allowed by the City with written documentation for fuels not dispensed on the airport.

A.C. Any person or entity authorized to delivering, storinge, or dispensinge fuel on the Ontario Municipal Airport in quantities regulated by federal, state, and municipal regulations shall prepare a Storm Water Pollution Control Plan in accordance with standards and provisions as set forth on Ontario Municipal Code Section 3-9S(B), subsections 9 and 10.



**AGENDA REPORT
OLD BUSINESS
November 17, 2020**

To: Mayor and City Council

FROM: Daniel Beaubien, Airport Manager

THROUGH: Adam J. Brown, City Manager

SUBJECT: COMMERCIAL LAND LEASE JIM BAIN AT #245 ERCOUCPE

DATE: November 13, 2020

PROPOSED MOTION:

I MOVE THE CITY COUNCIL APPROVE THE LEASE AS PRESENTED FOR JIM BAIN AT #245 ERCOUCPE.

SUMMARY:

Jim Bain has flown as an aerial applicator for the past five years at the Ontario Municipal Airport with a temporary land lease. He has renewed his lease several times as a more permanent location was sought for all aerial applicators. Since no location has been agreed upon or engineered, he is seeking a longer lease as the other applicators now have.

Jim is also asking to be allowed to have fuel for his business at the airport as has been allowed in the past to other applicators who have met all the requirements set at the federal, state and local levels.

BACKGROUND:

Commercial leases are granted by the City of Ontario to businesses at the Ontario Municipal Airport that are considered an appropriate airport use.

CURRENT SITUATION:

Jim Bain has a spray operation at the Ontario Municipal Airport with a short term lease. He is looking for a long-term site at the airport that better suits his business needs. His current location is slated for future expansion of the jet parking area in the airport layout plan. That expansion is currently more than 5 years out.

Mr. Bain is seeking permission to receive fuel as permitted by Ontario Municipal Code 3-9-9 (A & B). The permission to receive fuel is included in the lease agreement as are the other agriculture operations allowed to receive fuel.

The City Council reviewed the lease on November 5, 2020 and asked that the City Attorney address issues relating to the amount of insurance. The council extended the current lease 30 days to allow the operator to continue on the property without disruption until the lease could be reviewed again by the council. The insurance amounts have been changed to protect the City's interests.

Additionally, two other issues were identified. Paragraph 19 of the contract was revised by the City Attorney to clean up the conflict resolution language. The second issue was to clean up language regarding the use of radios not just the requirement to possess a radio. Both have been addressed in the revised lease.

ANALYSIS:

- A. **STRATEGIC PLAN** Improvements to the Ontario Municipal Airport fall under the growth strategy. The airport provides a significant economic impact to the community.
- B. **FINANCIAL** Land leases at the airport are one of the ways in which the Ontario Municipal Airport sustains itself financially.
- C. **TIMING** The lease expires in November.
- D. **POLICY/LEGAL** The City Council is required to approve leases to the City of Ontario, and normally does so under the consent agenda. This lease; however, adds an additional component granting Mr. Bains company the right to receive fuel on the airport as allowed by Section 3-9-9(A & B) of the Ontario Municipal Code.

ALTERNATIVES:

Take No Action: Bain Aviation's lease would expire and he would be required to vacate the land leased to him. .

RECOMMENDATION:

Staff recommends approval of the lease to Bain Aviation.

ATTACHMENTS:

- 1. Bain lease 2020-LAS revision
- 2. Storm Water Pollution Control Plan Bain 2020
- 3. KONO Policy 2019
- 4. Jim Bain 245 map



**COMMERCIAL LEASE AGREEMENT
LAND LEASE ADDRESS: 245 ERCOUCPE**

THIS AGREEMENT, made and entered into this **5th** day of **November, 2020**, by and between the **CITY OF ONTARIO, OREGON**, as first party, hereinafter referred to as the "CITY" and **Bain Aviation, Inc.**, a Corporation, as second party, hereinafter referred to as "LESSEE."

W I T N E S S E T H:

WHEREAS the City is the owner of certain property within the corporate boundaries of said city known and operated as the Ontario Municipal Airport, and certain hangars located upon said property; and

WHEREAS, **Bain Aviation, Inc.** desires to use said airport for the purpose of providing a(n) **Aerial Application** service.

NOW THEREFORE, in consideration of the mutual promises on the part of both of the parties, the City does hereby lease the non-exclusive right to the property described in Exhibit "A" attached hereto and incorporated herein by reference, together with the joint use in common with all the facilities upon said airport, subject to all rules and regulations pertaining to the airport which are now in effect or may hereafter be adopted, for a period of **(20) years**, commencing on **November 5th, 2020**, subject to the following terms and stipulations:

- 1) LESSEE shall make available the following facilities and services to the general Public: **Aerial Applications of Economic Poisons, Fertilizers and Aerial Seeding.**
- 2) LESSEE shall have the right, on a non-exclusive basis:
 - a) to install, operate, maintain, repair and store, subject to the approval of the City, in the interest of safety and convenience to all concerned, all equipment necessary to conduct of LESSEE business, to-wit: **Aerial Application**
 - b) to provide storage space for aircraft.
 - c) to use common area of the airport, including runways, taxiways, aprons, roadways, floodlights, land lights, signals and other conveniences for the take-off, flying and landing of the aircraft.
- 3) Said property shall not be used for any other purpose than that authorized herein without the written consent of the City, and LESSEE shall not carry on or conduct any business upon said premises that will be injurious to persons or property upon said airport. LESSEE shall keep and store all inflammable materials and liquid in accordance with the rules and regulations adopted and approved by the National Board of Fire Underwriters.
- 4) There shall be no signs or other advertising located at the airport.

- 5) LESSEE shall lease a minimum of **7,000** square feet from the City for construction, operation, and maintenance of the facilities as herein described.
- 6) City may, but shall not be obligated to, maintain, keep and repair the landing area of the airport and all publicly owned facilities to the airport, together with the right to direct and control all activities of the LESSEE in this regard. All damage caused to the airport, its runways, its landing areas, or other facilities, caused or occasioned by negligence of LESSEE shall be paid for in full by LESSEE and the City shall be fully compensated for such damage. LESSEE shall subordinate to provisions or any existing or future provisions or agreement between the City and the United States relative to the operation or maintenance of the airport. LESSEE shall have the right to terminate the lease in the event an agreement between the City and the United States would permit the United States to take over the airport and make the operations of LESSEE on the airport extremely onerous or impossible. The execution of the agreement has been or may be recorded as a condition precedent to the expenditure of federal funds for the development of the airport. All buildings shall conform to the existing building and safety codes which apply. The leased area and LESSEE facilities thereon shall be kept in an acceptable state of repair and maintenance at all times. All buildings or improvements constructed upon the leased premises by LESSEE may be removed therefrom by LESSEE at any time during the term of this lease and within a reasonable period of time following expiration of the term or termination of the lease.

(a) LESSEE shall be granted access to city-owned irrigation water at the east edge of LESSEE loading area. LESSEE shall compensate CITY \$1.00 per 1,000 gallons of irrigation water on an estimated usage amount of 200,000 gallons annually resulting in a water usage fee of \$200.00 per year.

- 7) Any aircraft, aircraft parts, equipment, supplies, or other materials owned by Tenant shall only be stored in an approved manner on property subject to a current Hangar lease, tie-down fee agreement, static display agreement, or temporary use agreement. Any aircraft, aircraft parts, equipment, supplies and/or other materials belonging to Tenant and stored on airport premises for more than forty-eight (48) hours in violation of the provisions herein shall be subject to removal by the City at Tenant's expense
- 8) The Tenant shall obtain public liability and property damage insurance in a responsible company with limits of not less than \$500,000 for injury to one (1) person, \$1,000,000 for injury to two (2) or more persons in one occurrence, and \$100,000 for damage to property. 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.
- 9) Nothing in this lease is intended or shall act to waive the liability limits as established in the Oregon Tort Claims Act, ORS 30.260 et seq.

- 10) LESSEE shall operate its leased premises for the use and benefit of the public and make available public facilities and services offered by it to the public without unjust discrimination and refrain from imposing or levying excessive or discriminatory or other unreasonable charges or fees for the use of the airport or its facilities. It is understood and agreed that nothing contained in these standards shall be construed to grant or authorize the granting of the exclusive rights within the meaning of Section 303 of the Civil Aeronautics Act.
- 11) LESSEE agrees not to refuse its service or products to any person because of such person's race, color, or natural origin.
- 12) The City agrees to require, to the extent that it can legally do so, that any other individual or firm desiring to use the Ontario Municipal Airport for the commercial purposes which are in competition with the LESSEE activities thereon shall be required to furnish and provide all facilities, buildings, services and investment acceptable to the City and commensurate with those furnished by LESSEE with respect to all of LESSEE's commercial operations thereon and not necessarily specified in this agreement.
- 13) LESSEE shall not assign, transfer or sublet in whole or in part to any other person or persons whomsoever the rights and privileges herein contained without the written consent of the City being first obtained.
- 14) LESSEE shall pay to the City as yearly rent the sum of **fifteen point six four cents (15.64¢)** per square foot of the property described in Exhibit "A" subject to the rights of the City 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 **the default minimum of 7000** square feet for the purposes of determining the annual rent herein. The annual rental amount shall be paid on or before the 30th day of June each year and is payable each year in advance. In the event this Agreement is entered into during the course of a fiscal year, the amount of rent shall be prorated from the date of the Agreement through June 30th of that year. 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.

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.

- 15) LESSEE shall not participate in or perform any other aeronautical function at the airport save and except that specified in this lease.
- 16) LESSEE, for all aircraft operated in connection herewith, shall be required to have **operable** two-way radios in its aircraft capable of communicating and receiving on 122.8 MZ for communication with the Uni-com facilities at the airport as well as with other air traffic in the area. **These radios are to be used with proper calls for on ground maneuvering of aircraft and in air within a five-mile radius of the airfield.**

17) LESSEE shall adhere to and follow the airport's Storm Water Pollution Control Plan. The plan shall include at least the following items:

- (a) A description of all "significant materials" that are treated, stored, transferred, or disposed of on site, together with the methods of treatment, storage, transfer or disposal.
- (b) A site map showing the location of the site in relation to surface waters and storm water drainage facilities indicating drainage patterns, each drainage area of each storm water outfall; paved areas and buildings within the drainage area of each discharge point; areas used for outdoor storage, transfer or disposal of significant materials; each existing structural control measure for reducing pollutants in storm water runoff; materials loading and access areas; hazardous waste storage or disposal facilities; location of wells, (including waste injection wells, seepage pits, dry wells, etc.).
- c) A narrative description of the materials and storm water management practices employed or scheduled for employment, to minimize contact of significant materials with storm water runoff; structural and nonstructural control measures to reduce pollutants in storm water runoff; treatment (if any) and ultimate disposal of solid or fluid wastes other than by surface discharge. In developing the plan, the lessee shall consider but not be limited to the following management practices:
 - i. Containment - Containment methods required under 3-9-9(B)4 Ontario Municipal Code shall be described and a schedule for their implementation adopted.
 - ii. Oil & Grease Separation - Oil/water separators, booms, skimmers or other methods should be employed to minimize oil contaminated storm water discharge.
 - iii. Waste Chemical Disposal - Waste chemicals such as deicers, antifreeze, degreasers, used oils, pesticide residuals, etc. shall be recycled or disposed of in an approved manner and in a way which prevents them from entering storm water discharges and or ground water.
 - iv. Storm Water Diversion - Wherever possible, storm water should be diverted away from material storage and other areas of potential storm water contamination.
 - v. Covered Storage Areas - Wherever practicable, fueling operations, material storage areas, and material transfer areas should be covered to prevent contact with storm water.

- (d) Spill Prevention and Response Procedures - Areas where potential spills of significant materials can impact storm water runoff and their associated drainage points shall be clearly identified. Methods to prevent spills along with cleanup and notification procedures shall be identified in the plan and made available to the appropriate personnel. The required cleanup equipment must be on site or readily available.
- (e) Preventive Maintenance - A preventive maintenance program shall be implemented to ensure the effective operation of materials management facilities, structural and non-structural control facilities, and any treatment facilities used to comply with the requirements of the ODEQ. The preventive maintenance program shall include the following:
 - i. Areas where potential spills of significant materials could impact storm water runoff, control structures, and any treatment facilities shall be inspected monthly.
 - ii. A regular program of cleaning and repairing storm water control structures, treatment facilities, and materials handling, transfer and storage facilities shall be conducted.
- (f) An employee awareness program shall inform personnel of the components and goals of the SWPCP, and address spill response procedures, good housekeeping, and materials management practices.
- (g) Incidents of spills or leaks of significant materials which could impact storm water runoff, or ground water, along with corrective actions, surface water discharge (if any), and other relevant information shall be included in the company records. Inspection and maintenance activities such as cleaning and repairing storm water control and treatment facilities shall also be documented and recorded.
- (h) A supplemental plan shall be filed each calendar year on or before the anniversary date of the lease. The supplemental plan shall include a complete site inspection of all areas where potential spills of significant materials can impact storm water runoff or ground water. The supplemental plan shall identify any spills or leaks which actually did occur as well as cleanup measures and steps taken to prevent reoccurrence. The Supplemental Plan shall also include a list of any significant substances treated, stored transferred or disposed of on site which have not been previously identified in a SWPCP under this Section.
- (i) LESSEE shall be required to implement dust abatement measures as required to prevent nuisance dust issues for other airport users and businesses.

- 18) LESSEE shall pay to the City the sum of \$1,000 commercial operator's fee, which shall be paid on or before the 30th of June each year payable each year in advance. In the event this Agreement is entered into during the course of a fiscal year, the amount of the consideration shall be prorated from the date of the Agreement through June 30th of that year.
- 19) Time is of the essence hereof. If any payment required by this Agreement is not made promptly on or before the date due, or if any other covenant or obligation of the LESSEE under this Agreement is not observed and performed and such failure, omission, neglect, or default continues for a period of 30 days after written notice by the City to the LESSEE to cure such defaults, then the City shall have the right immediately or any time thereafter while such neglect or default shall continue, to enter upon and take possession of the premises and to declare the Lease terminated and the rights of the LESSEE hereunder at end and to eject all persons from the premises. Further, this Lease shall terminate as effectually as if the same had never been made or entered into and the City shall have any and all other remedies provided by law. LESSEE waives any notice provided by law or otherwise, except as specifically herein set forth.
- 20) The initial term of this lease shall be from the date of execution through June 30th of the current fiscal year. If the lease is not in default, the Lease Agreement may be renewed annually upon mutual agreement of the parties.
- 21) LESSEE assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. LESSEE assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. LESSEE assures that it will require that its covered suborganizations provide assurances to the LESSEE that they similarly will undertake affirmative action programs and that they will require assurances from their suborganizations, as required by 14 CFR Part 152, Subpart E, to the same effect.
- 22) The LESSEE is hereby granted the ability to Hot Fuel with Jet A as needed without being in violation of for the adopted City of Ontario Municipal Airport Authority Standard Manual of Airport Rules and Regulations section 7.2 A.
- 23) The LESSEE is hereby granted permission to bring fuel onto the airport for the purpose of his business only and must pay applicable flowage fees and adhere to all federal, state, and local laws, rules, and ordinances.

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 S.W. 4th Street
 Ontario, OR 97914

To Tenant: Bain Aviation, Inc.
 606 Cove Road
 Weiser, ID 83672

IN WITNESS WHEREOF, LESSEE has caused these presents to be signed by its owner, this _____ day of November, 2020.

CITY OF ONTARIO

LESSEE

By: _____
Riley J. Hill, Mayor

By: _____
James Bain, Bain Aviation, Inc.

ATTEST:

Tori Barnett, MMC, City Recorder

Tier I Qualified Facility SPCC Plan

This template constitutes the SPCC Plan for the facility, when completed and signed by the owner or operator of a facility that meets the applicability criteria in §112.3(g)(1). This template addresses the requirements of 40 CFR part 112. Maintain a complete copy of the Plan at the facility if the facility is normally attended at least four hours per day, or for a facility attended fewer than four hours per day, at the nearest field office. When making operational changes at a facility that are necessary to comply with the rule requirements, the owner/operator should follow state and local requirements (such as for permitting, design and construction) and obtain professional assistance, as appropriate.

Facility Description

Facility Name	Bain Aviation, Inc. Ontario, OR Airport			
Facility Address	3599 Airport Way			
City	Ontario	State	OR	ZIP 97914
County	Malheur	Tel. Number	(208) 550 - 2163	
Owner or Operator Name	Bain Aviation, Inc.			
Owner or Operator Address	606 Cove Rd			
City	Weiser	State	ID	ZIP 83672
County	Washington	Tel. Number	(208) 550 - 2163	

I. Self-Certification Statement (§112.6(a)(1))

The owner or operator of a facility certifies that each of the following is true in order to utilize this template to comply with the SPCC requirements:

I, James Bain certify that the following is accurate:

1. I am familiar with the applicable requirements of 40 CFR part 112;
2. I have visited and examined the facility;
3. This Plan was prepared in accordance with accepted and sound industry practices and standards;
4. Procedures for required inspections and testing have been established in accordance with industry inspection and testing standards or recommended practices;
5. I will fully implement the Plan;
6. This facility meets the following qualification criteria (under §112.3(g)(1)):
 - a. The aggregate aboveground oil storage capacity of the facility is 10,000 U.S. gallons or less; and
 - b. The facility has had no single discharge as described in §112.1(b) exceeding 1,000 U.S. gallons and no two discharges as described in §112.1(b) each exceeding 42 U.S. gallons within any twelve month period in the three years prior to the SPCC Plan self-certification date, or since becoming subject to 40 CFR part 112 if the facility has been in operation for less than three years (not including oil discharges as described in §112.1(b) that are the result of natural disasters, acts of war, or terrorism); and
 - c. There is no individual oil storage container at the facility with an aboveground capacity greater than 5,000 U.S. gallons.
7. This Plan does not deviate from any requirement of 40 CFR part 112 as allowed by §112.7(a)(2) (environmental equivalence) and §112.7(d) (impracticability of secondary containment) or include any measures pursuant to §112.9(c)(6) for produced water containers and any associated piping;
8. This Plan and individual(s) responsible for implementing this Plan have the full approval of management and I have committed the necessary resources to fully implement this Plan.

I also understand my other obligations relating to the storage of oil at this facility, including, among others:

1. To report any oil discharge to navigable waters or adjoining shorelines to the appropriate authorities. Notification information is included in this Plan.
2. To review and amend this Plan whenever there is a material change at the facility that affects the potential for an oil discharge, and at least once every five years. Reviews and amendments are recorded in an attached log [See Five Year Review Log and Technical Amendment Log in Attachments 1.1 and 1.2.]
3. Optional use of a contingency plan. A contingency plan:
 - a. May be used in lieu of secondary containment for qualified oil-filled operational equipment, in accordance with the requirements under §112.7(k), and;
 - b. Must be prepared for flowlines and/or intra-facility gathering lines which do not have secondary containment at an oil production facility, and;
 - c. Must include an established and documented inspection or monitoring program; must follow the provisions of 40 CFR part 109; and must include a written commitment of manpower, equipment and materials to expeditiously remove any quantity of oil discharged that may be harmful. If applicable, a copy of the contingency plan and any additional documentation will be attached to this Plan as Attachment 2.

I certify that I have satisfied the requirement to prepare and implement a Plan under §112.3 and all of the requirements under §112.6(a). I certify that the information contained in this Plan is true.

Signature _____

Title: President

Name James Bain

Date: 10 / 12/ 20

II. Record of Plan Review and Amendments

Five Year Review (§112.5(b)):

Complete a review and evaluation of this SPCC Plan at least once every five years. As a result of the review, amend this Plan within six months to include more effective prevention and control measures for the facility, if applicable. Implement any SPCC Plan amendment as soon as possible, but no later than six months following Plan amendment. Document completion of the review and evaluation, and complete the Five Year Review Log in Attachment 1.1. If the facility no longer meets Tier I qualified facility eligibility, the owner or operator must revise the Plan to meet Tier II qualified facility requirements, or complete a full PE certified Plan.

Table G-1 Technical Amendments (§§112.5(a), (c) and 112.6(a)(2))

This SPCC Plan will be amended when there is a change in the facility design, construction, operation, or maintenance that materially affects the potential for a discharge to navigable waters or adjoining shorelines. Examples include adding or removing containers, reconstruction, replacement, or installation of piping systems, changes to secondary containment systems, changes in product stored at this facility, or revisions to standard operating procedures.	☒
Any technical amendments to this Plan will be re-certified in accordance with Section I of this Plan template. [§112.6(a)(2)] [See Technical Amendment Log in Attachment 1.2]	☒

Table G-2 Oil Storage Containers and Capacities		
This table includes a complete list of all oil storage containers (aboveground containers ^a and completely buried tanks ^b) with capacity of 55 U.S. gallons or more, unless otherwise exempt from the rule. For mobile/portable containers, an estimated number of containers, types of oil, and anticipated capacities are provided.		☐
Oil Storage Container (<i>indicate whether aboveground (A) or completely buried (B)</i>)	Type of Oil	Shell Capacity (gallons)
Above ground. Truck Mounted Mobile refueler.	Jet A (Kerosene)	4500 gallons
Total Aboveground Storage Capacity ^c		4500 gallons
Total Completely Buried Storage Capacity		0 gallons
Facility Total Oil Storage Capacity		4500 gallons

^b Although the criteria to determine eligibility for qualified facilities focuses on the aboveground oil storage containers at the facility, the completely buried tanks at a qualified facility are still subject to the rule requirements and must be addressed in the template; however, they are not counted toward the qualified facility applicability threshold.

2. Secondary Containment and Oil Spill Control (§§112.6(a)(3)(i) and (ii), 112.7(c) and 112.9(c)(2)):

Table G-3 Secondary Containment and Oil Spill Control	
Appropriate secondary containment and/or diversionary structures or equipment ^a is provided for all oil handling containers, equipment, and transfer areas to prevent a discharge to navigable waters or adjoining shorelines. The entire secondary containment system, including walls and floor, is capable of containing oil and is constructed so that any discharge from a primary containment system, such as a tank or pipe, will not escape the containment system before cleanup occurs.	☒

Tier I Qualified Facility SPCC Plan

Table G-4 below identifies the tanks and containers at the facility with the potential for an oil discharge; the mode of failure; the flow direction and potential quantity of the discharge; and the secondary containment method and containment capacity that is provided.

Table G-4 Containers with Potential for an Oil Discharge					
Area	Type of failure (discharge scenario)	Potential discharge volume (gallons)	Direction of flow for uncontained discharge	Secondary containment method ^a	Secondary containment capacity (gallons)
Bulk Storage Containers and Mobile/Portable Containers ^b					
Reloading Pad	Equipment Failure	4000	SE	Mobile Reueler Exempt	N/A
Oil-filled Operational Equipment (e.g., hydraulic equipment, transformers) ^c					
Piping, Valves, etc.					
Product Transfer Areas (location where oil is loaded to or from a container, pipe or other piece of equipment.)					
Other Oil-Handling Areas or Oil-Filled Equipment (e.g. flow-through process vessels at an oil production facility)					

^a Use one of the following methods of secondary containment or its equivalent: (1) Dikes, berms, or retaining walls sufficiently impervious to contain oil; (2) Curbing; (3) Culverting, gutters, or other drainage systems; (4) Weirs, booms, or other barriers; (5) Spill diversion ponds; (6) Retention ponds; or (7) Sorbent materials.

^b For storage tanks and bulk storage containers, the secondary containment capacity must be at least the capacity of the largest container plus additional capacity to contain rainfall or other precipitation.

^c For oil-filled operational equipment: Document in the table above if alternative measures to secondary containment (as described in §112.7(k)) are implemented at the facility.

3. Inspections, Testing, Recordkeeping and Personnel Training (§§112.7(e) and (f), 112.8(c)(6) and (d)(4), 112.9(c)(3), 112.12(c)(6) and (d)(4)):

Table G-5 Inspections, Testing, Recordkeeping and Personnel Training	
An inspection and/or testing program is implemented for all aboveground bulk storage containers and piping at this facility. [§§112.8(c)(6) and (d)(4), 112.9(c)(3), 112.12(c)(6) and (d)(4)]	☒
The following is a description of the inspection and/or testing program (e.g. reference to industry standard utilized, scope, frequency, method of inspection or test, and person conducting the inspection) for all aboveground bulk storage containers and piping at this facility:	
Inspections, tests, and records are conducted in accordance with written procedures developed for the facility. Records of inspections and tests kept under usual and customary business practices will suffice for purposes of this paragraph. [§112.7(e)]	☒
A record of the inspections and tests are kept at the facility or with the SPCC Plan for a period of three years. [§112.7(e)] [See Inspection Log and Schedule in Attachment 3.1]	☒
Inspections and tests are signed by the appropriate supervisor or inspector. [§112.7(e)]	☒
Personnel, training, and discharge prevention procedures [§112.7(f)]	
Oil-handling personnel are trained in the operation and maintenance of equipment to prevent discharges; discharge procedure protocols; applicable pollution control laws, rules, and regulations; general facility operations; and, the contents of the facility SPCC Plan. [§112.7(f)]	☒
A person who reports to facility management is designated and accountable for discharge prevention. [§112.7(f)] Name/Title: <u>James Bain, President</u>	☒
Discharge prevention briefings are conducted for oil-handling personnel annually to assure adequate understanding of the SPCC Plan for that facility. Such briefings highlight and describe past reportable discharges or failures, malfunctioning components, and any recently developed precautionary measures. [§112.7(f)] [See Oil-handling Personnel Training and Briefing Log in Attachment 3.4]	☒

4. Security (excluding oil production facilities) §112.7(g):**Table G-6 Implementation and Description of Security Measures**

Security measures are implemented at this facility to prevent unauthorized access to oil handling, processing, and storage area.



The following is a description of how you secure and control access to the oil handling, processing and storage areas; secure master flow and drain valves; prevent unauthorized access to starter controls on oil pumps; secure out-of-service and loading/unloading connections of oil pipelines; address the appropriateness of security lighting to both prevent acts of vandalism and assist in the discovery of oil discharges:

Remove keys from on airport refueler truck.

5. Emergency Procedures and Notifications (§112.7(a)(3)(iv) and 112.7(a)(5)):**Table G-7 Description of Emergency Procedures and Notifications**

The following is a description of the immediate actions to be taken by facility personnel in the event of a discharge to navigable waters or adjoining shorelines [§112.7(a)(3)(iv) and 112.7(a)(5)]:

Close storm water drain system valve at SW corner of BLM compound fence.

6. Contact List (§112.7(a)(3)(vi)):

Table G-8 Contact List	
Contact Organization / Person	Telephone Number
National Response Center (NRC)	1-800-424-8802
Cleanup Contractor(s) H2O Eviromental, Inc. Boise, ID	208-343-7867
Key Facility Personnel	
Designated Person Accountable for Discharge Prevention: James Bain	Office: 208-550-2163
	Emergency: 208-550-2163
	Office:
	Emergency:
	Office:
	Emergency:
	Office:
	Emergency:
State Oil Pollution Control Agencies Oregon DEQ	800-452-0311
Other State, Federal, and Local Agencies	
Local Fire Department Ontario FD	541-881-3230
Local Police Department Ontario PD	541-889-5312
Hospital Saint Alphonsos Ontario	541-881-7000
Other Contact References (e.g., downstream water intakes or neighboring facilities)	

7. NRC Notification Procedure (§112.7(a)(4) and (a)(5)):

Table G-9 NRC Notification Procedure	
In the event of a discharge of oil to navigable waters or adjoining shorelines, the following information identified in Attachment 4 will be provided to the National Response Center immediately following identification of a discharge to navigable waters or adjoining shorelines [See Discharge Notification Form in Attachment 4]: [§112.7(a)(4)]	☒
• The exact address or location and phone number of the facility; • Date and time of the discharge; • Type of material discharged; • Estimate of the total quantity discharged; • Estimate of the quantity discharged to navigable waters; • Source of the discharge;	• Description of all affected media; • Cause of the discharge; • Any damages or injuries caused by the discharge; • Actions being used to stop, remove, and mitigate the effects of the discharge; • Whether an evacuation may be needed; and • Names of individuals and/or organizations who have also been contacted.

8. SPCC Spill Reporting Requirements (Report within 60 days) (§112.4):

Submit information to the EPA Regional Administrator (RA) and the appropriate agency or agencies in charge of oil pollution control activities in the State in which the facility is located within 60 days from one of the following discharge events:

- A single discharge of more than 1,000 U.S. gallons of oil to navigable waters or adjoining shorelines or
- Two discharges to navigable waters or adjoining shorelines each more than 42 U.S. gallons of oil occurring within any twelve month period

You must submit the following information to the RA:

- (1) Name of the facility;
- (2) Your name;
- (3) Location of the facility;
- (4) Maximum storage or handling capacity of the facility and normal daily throughput;
- (5) Corrective action and countermeasures you have taken, including a description of equipment repairs and replacements;
- (6) An adequate description of the facility, including maps, flow diagrams, and topographical maps, as necessary;
- (7) The cause of the reportable discharge, including a failure analysis of the system or subsystem in which the failure occurred; and
- (8) Additional preventive measures you have taken or contemplated to minimize the possibility of recurrence
- (9) Such other information as the Regional Administrator may reasonably require pertinent to the Plan or discharge

* * * * *

**NOTE: Complete one of the following sections (A, B or C)
as appropriate for the facility type.**

A. Onshore Facilities (excluding production) (§§112.8(b) through (d), 112.12(b) through (d)):

The owner or operator must meet the general rule requirements as well as requirements under this section. Note that not all provisions may be applicable to all owners/operators. For example, a facility may not maintain completely buried metallic storage tanks installed after January 10, 1974, and thus would not have to abide by requirements in §§112.8(c)(4) and 112.12(c)(4), listed below. **In cases where a provision is not applicable, write "N/A".**

Table G-10 General Rule Requirements for Onshore Facilities		N/A
Drainage from diked storage areas is restrained by valves to prevent a discharge into the drainage system or facility effluent treatment system, except where facility systems are designed to control such discharge. Diked areas may be emptied by pumps or ejectors that must be manually activated after inspecting the condition of the accumulation to ensure no oil will be discharged. [§§112.8(b)(1) and 112.12(b)(1)]	☒	☐
Valves of manual, open-and-closed design are used for the drainage of diked areas. [§§112.8(b)(2) and 112.12(b)(2)]	☒	☐
The containers at the facility are compatible with materials stored and conditions of storage such as pressure and temperature. [§§112.8(c)(1) and 112.12(c)(1)]	☒	☐
Secondary containment for the bulk storage containers (including mobile/portable oil storage containers) holds the capacity of the largest container plus additional capacity to contain precipitation. Mobile or portable oil storage containers are positioned to prevent a discharge as described in §112.1(b). [§112.6(a)(3)(ii)]	☒	☐
If uncontaminated rainwater from diked areas drains into a storm drain or open watercourse the following procedures will be implemented at the facility: [§§112.8(c)(3) and 112.12(c)(3)]		
• Bypass valve is normally sealed closed	☒	☐
• Retained rainwater is inspected to ensure that its presence will not cause a discharge to navigable waters or adjoining shorelines	☒	☐
• Bypass valve is opened and resealed under responsible supervision	☒	☐
• Adequate records of drainage are kept [See Dike Drainage Log in Attachment 3.3]	☒	☐
For completely buried metallic tanks installed on or after January 10, 1974 at this facility [§§112.8(c)(4) and 112.12(c)(4)]:		
• Tanks have corrosion protection with coatings or cathodic protection compatible with local soil conditions.	☐	☒
• Regular leak testing is conducted.	☐	☒
For partially buried or bunkered metallic tanks [§112.8(c)(5) and §112.12(c)(5)]:		
• Tanks have corrosion protection with coatings or cathodic protection compatible with local soil conditions.	☐	☒
Each aboveground bulk container is tested or inspected for integrity on a regular schedule and whenever material repairs are made. Scope and frequency of the inspections and inspector qualifications are in accordance with industry standards. Container supports and foundations are regularly inspected. [See Inspection Log and Schedule and Bulk Storage Container Inspection Schedule in Attachments 3.1 and 3.2] [§112.8(c)(6) and §112.12(c)(6)(i)]	☒	☐
Outsides of bulk storage containers are frequently inspected for signs of deterioration, discharges, or accumulation of oil inside diked areas. [See Inspection Log and Schedule in Attachment 3.1] [§§112.8(c)(6) and 112.12(c)(6)]	☒	☐
For bulk storage containers that are subject to 21 CFR part 110 which are shop-fabricated, constructed of austenitic stainless steel, elevated and have no external insulation, formal visual inspection is conducted on a regular schedule. Appropriate qualifications for personnel performing tests and inspections are documented. [See Inspection Log and Schedule and Bulk Storage Container Inspection Schedule in Attachments 3.1 and 3.2] [§112.12(c)(6)(ii)]	☐	☒

Table G-10 General Rule Requirements for Onshore Facilities		N/A
Each container is provided with a system or documented procedure to prevent overfills for the container. Describe:	☐	☒
Liquid level sensing devices are regularly tested to ensure proper operation [See Inspection Log and Schedule in Attachment 3.1]. <i>[§112.6(a)(3)(iii)]</i>	☐	☒
Visible discharges which result in a loss of oil from the container, including but not limited to seams, gaskets, piping, pumps, valves, rivets, and bolts are promptly corrected and oil in diked areas is promptly removed. <i>[§§112.8(c)(10) and 112.12(c)(10)]</i>	☒	☐
Aboveground valves, piping, and appurtenances such as flange joints, expansion joints, valve glands and bodies, catch pans, pipeline supports, locking of valves, and metal surfaces are inspected regularly. [See Inspection Log and Schedule in Attachment 3.1] <i>[§§112.8(d)(4) and 112.12(d)(4)]</i>	☒	☐
Integrity and leak testing are conducted on buried piping at the time of installation, modification, construction, relocation, or replacement. [See Inspection Log and Schedule in Attachment 3.1] <i>[§§112.8(d)(4) and 112.12(d)(4)]</i>	☐	☒

B. Onshore Oil Production Facilities (excluding drilling and workover facilities) (§112.9(b), (c), and (d)):

The owner or operator must meet the general rule requirements as well as the requirements under this section. Note that not all provisions may be applicable to all owners/operators. In cases where a provision is not applicable, write "N/A".

Table G-11 General Rule Requirements for Onshore Oil Production Facilities		N/A
At tank batteries, separation and treating areas, drainage is closed and sealed except when draining uncontaminated rainwater. Accumulated oil on the rainwater is returned to storage or disposed of in accordance with legally approved methods. [§112.9(b)(1)]	☐	☐
Prior to drainage, diked areas are inspected and [§112.9(b)(1)]:		
• Retained rainwater is inspected to ensure that its presence will not cause a discharge to navigable waters	☐	☐
• Bypass valve is opened and resealed under responsible supervision	☐	☐
• Adequate records of drainage are kept [See Dike Drainage Log in Attachment 3.3]	☐	☐
Field drainage systems and oil traps, sumps, or skimmers are inspected at regularly scheduled intervals for oil, and accumulations of oil are promptly removed [See Inspection Log and Schedule in Attachment 3.1] [§112.9(b)(2)]	☐	☐
The containers used at this facility are compatible with materials stored and conditions of storage. [§112.9(c)(1)]	☐	☐
All tank battery, separation, and treating facility installations (except for flow-through process vessels) are constructed with a capacity to hold the largest single container plus additional capacity to contain rainfall. Drainage from undiked areas is safely confined in a catchment basin or holding pond. [§112.9(c)(2)]	☐	☐
Except for flow-through process vessels, containers that are on or above the surface of the ground, including foundations and supports, are visually inspected for deterioration and maintenance needs on a regular schedule. [See Inspection Log and Schedule in Attachment 3.1] [§112.9(c)(3)]	☐	☐
New and old tank batteries at this facility are engineered/updated in accordance with good engineering practices to prevent discharges including at least one of the following:	☐	☐
i. adequate container capacity to prevent overflow if regular pumping/gauging is delayed;		
ii. overflow equalizing lines between containers so that a full container can overflow to an adjacent container;		
iii. vacuum protection to prevent container collapse; or		
iv. high level sensors to generate and transmit an alarm to the computer where the facility is subject to a computer production control system. [§112.9(c)(4)]		
Flow-through process vessels and associated components are:		
• Are constructed with a capacity to hold the largest single container plus additional capacity to contain rainfall. Drainage from undiked areas is safely confined in a catchment basin or holding pond; [§112.9(c)(2)] and	☐	☐
• That are on or above the surface of the ground, including foundations and supports, are visually inspected for deterioration and maintenance needs on a regular schedule. [See Inspection Log and Schedule in Attachment 3.1] [§112.9(c)(3)]	☐	☐
Or		
• Visually inspected and/or tested periodically and on a regular schedule for leaks, corrosion, or other conditions that could lead to a discharge to navigable waters; and	☐	☐
• Corrective action or repairs are applied to flow-through process vessels and any associated components as indicated by regularly scheduled visual inspections, tests, or evidence of an oil discharge; and	☐	☐
• Any accumulations of oil discharges associated with flow-through process vessels are promptly removed; and	☐	☐
• Flow-through process vessels are provided with a secondary means of containment for the entire capacity of the largest single container and sufficient freeboard to contain precipitation within six months of a discharge from flow-through process vessels of more than 1,000 U.S. gallons of oil in a single discharge as described in §112.1(b), or a discharge more than 42 U.S. gallons of oil in each of two discharges as described in §112.1(b) within any twelve month period. [§112.9(c)(5)] (Leave blank until such time that this provision is applicable.)	☐	☐

Table G-11 General Rule Requirements for Onshore Oil Production Facilities		N/A
All aboveground valves and piping associated with transfer operations are inspected periodically and upon a regular schedule. The general condition of flange joints, valve glands and bodies, drip pans, pipe supports, pumping well polish rod stuffing boxes, bleeder and gauge valves, and other such items are included in the inspection. [See Inspection Log and Schedule in Attachment 3.1] [§112.9(d)(1)]	☐	☐
An oil spill contingency plan and written commitment of resources are provided for flowlines and intra-facility gathering lines [See Oil Spill Contingency Plan and Checklist in Attachment 2 and Inspection Log and Schedule in Attachment 3.1] [§112.9(d)(3)]	☐	☐
or Appropriate secondary containment and/or diversionary structures or equipment is provided for flowlines and intra-facility gathering lines to prevent a discharge to navigable waters or adjoining shorelines. The entire secondary containment system, including walls and floor, is capable of containing oil and is constructed so that any discharge from the pipe, will not escape the containment system before cleanup occurs.	☐	☐
A flowline/intra-facility gathering line maintenance program to prevent discharges from each flowline has been established at this facility. The maintenance program addresses each of the following:	☐	☐
Flowlines and intra-facility gathering lines and associated valves and equipment are compatible with the type of production fluids, their potential corrosivity, volume, and pressure, and other conditions expected in the operational environment;	☐	☐
Flowlines, intra-facility gathering lines and associated appurtenances are visually inspected and/or tested on a periodic and regular schedule for leaks, oil discharges, corrosion, or other conditions that could lead to a discharge as described in §112.1(b). The frequency and type of testing allows for the implementation of a contingency plan as described under part 109 of this chapter.	☐	☐
Corrective action and repairs to any flowlines and intra-facility gathering lines and associated appurtenances as indicated by regularly scheduled visual inspections, tests, or evidence of a discharge.	☐	☐
Accumulations of oil discharges associated with flowlines, intra-facility gathering lines, and associated appurtenances are promptly removed. [§112.9(d)(4)]	☐	☐
The following is a description of the flowline/intra-facility gathering line maintenance program implemented at this facility:		

C. Onshore Oil Drilling and Workover Facilities (§112.10(b), (c) and (d)):

The owner or operator must meet the general rule requirements as well as the requirements under this section.

Table G-12 General Rule Requirements for Onshore Oil Drilling and Workover Facilities	
Mobile drilling or worker equipment is positioned or located to prevent discharge as described in §112.1(b). [§112.10(b)]	☐
Catchment basins or diversion structures are provided to intercept and contain discharges of fuel, crude oil, or oily drilling fluids. [§112.10(c)]	☐
A blowout prevention (BOP) assembly and well control system was installed before drilling below any casing string or during workover operations. [§112.10(d)]	☐
The BOP assembly and well control system is capable of controlling any well-head pressure that may be encountered while the BOP assembly and well control system are on the well. [§112.10(d)]	☐

I have completed a review and evaluation of the SPCC Plan for this facility, and will/will not amend this Plan as a result.

[illegible]

[illegible]Facility Name: Bain Aviation, Inc. Ontario, OR Airport

ATTACHMENT 2 – Oil Spill Contingency Plan and Checklist

An oil spill contingency plan and written commitment of resources is required for:

- Flowlines and intra-facility gathering lines at oil production facilities and
- Qualified oil-filled operational equipment which has no secondary containment.

An oil spill contingency plan meeting the provisions of 40 CFR part 109, as described below, and a written commitment of manpower, equipment and materials required to expeditiously control and remove any quantity of oil discharged that may be harmful is attached to this Plan.

☒

Complete the checklist below to verify that the necessary operations outlined in 40 CFR part 109 - Criteria for State, Local and Regional Oil Removal Contingency Plans - have been included.

Table G-15 Checklist of Development and Implementation Criteria for State, Local and Regional Oil Removal Contingency Plans (§109.5)^a

(a) Definition of the authorities, responsibilities and duties of all persons, organizations or agencies which are to be involved in planning or directing oil removal operations.	☒
(b) Establishment of notification procedures for the purpose of early detection and timely notification of an oil discharge including:	
(1) The identification of critical water use areas to facilitate the reporting of and response to oil discharges.	☒
(2) A current list of names, telephone numbers and addresses of the responsible persons (with alternates) and organizations to be notified when an oil discharge is discovered.	☒
(3) Provisions for access to a reliable communications system for timely notification of an oil discharge, and the capability of interconnection with the communications systems established under related oil removal contingency plans, particularly State and National plans (e.g., NCP).	☒
(4) An established, prearranged procedure for requesting assistance during a major disaster or when the situation exceeds the response capability of the State, local or regional authority.	☒
(c) Provisions to assure that full resource capability is known and can be committed during an oil discharge situation including:	
(1) The identification and inventory of applicable equipment, materials and supplies which are available locally and regionally.	☒
(2) An estimate of the equipment, materials and supplies which would be required to remove the maximum oil discharge to be anticipated.	☒
(3) Development of agreements and arrangements in advance of an oil discharge for the acquisition of equipment, materials and supplies to be used in responding to such a discharge.	☒
(d) Provisions for well defined and specific actions to be taken after discovery and notification of an oil discharge including:	
(1) Specification of an oil discharge response operating team consisting of trained, prepared and available operating personnel.	☒
(2) Predesignation of a properly qualified oil discharge response coordinator who is charged with the responsibility and delegated commensurate authority for directing and coordinating response operations and who knows how to request assistance from Federal authorities operating under existing national and regional contingency plans.	☒
(3) A preplanned location for an oil discharge response operations center and a reliable communications system for directing the coordinated overall response operations.	☒
(4) Provisions for varying degrees of response effort depending on the severity of the oil discharge.	☒
(5) Specification of the order of priority in which the various water uses are to be protected where more than one water use may be adversely affected as a result of an oil discharge and where response operations may not be adequate to protect all uses.	☒
(6) Specific and well defined procedures to facilitate recovery of damages and enforcement measures as provided for by State and local statutes and ordinances.	☒

^a The contingency plan must be consistent with all applicable state and local plans, Area Contingency Plans, and the National Contingency Plan (NCP)

ATTACHMENT 3 – Inspections, Dike Drainage and Personnel Training Logs

ATTACHMENT 3.1 – Inspection Log and Schedule

Table G-16 Inspection Log and Schedule

This log is intended to document compliance with §§112.6(a)(3)(iii), 112.8(c)(6), 112.8(d)(4), 112.9(b)(2), 112.9(c)(3), 112.9(d)(1), 112.9(d)(4), 112.12(c)(6), and 112.12(d)(4), as applicable.

Date of Inspection	Container / Piping / Equipment	Describe Scope (or cite Industry Standard)	Observations	Name/ Signature of Inspector	Records maintained separately ^a
					☐
					☐
					☐
					☐
					☐

^a Indicate in the table above if records of facility inspections are maintained separately at this facility.

Facility Name: Bain Aviation, Inc. Ontario, OR Airport

ATTACHMENT 3.2 – Bulk Storage Container Inspection Schedule – onshore facilities (excluding production):

To comply with integrity inspection requirement for bulk storage containers, inspect/test each shop-built aboveground bulk storage container on a regular schedule in accordance with a recognized container inspection standard based on the minimum requirements in the following table.

Table G-17 Bulk Storage Container Inspection Schedule	
Container Size and Design Specification	Inspection requirement
Portable containers (including drums, totes, and intermodal bulk containers (IBC))	Visually inspect monthly for signs of deterioration, discharges or accumulation of oil inside diked areas
55 to 1,100 gallons with sized secondary containment	Visually inspect monthly for signs of deterioration, discharges or accumulation of oil inside diked areas plus any annual inspection elements per industry inspection standards
1,101 to 5,000 gallons with sized secondary containment and a means of leak detection ^a	
1,101 to 5,000 gallons with sized secondary containment and no method of leak detection ^a	Visually inspect monthly for signs of deterioration, discharges or accumulation of oil inside diked areas, plus any annual inspection elements and other specific integrity tests that may be required per industry inspection standards

^a Examples of leak detection include, but are not limited to, double-walled tanks and elevated containers where a leak can be visually identified.

ATTACHMENT 3.3 – Dike Drainage Log**Table G-18 Dike Drainage Log**

Date	Bypass valve sealed closed	Rainwater inspected to be sure no oil (or sheen) is visible	Open bypass valve and reseal it following drainage	Drainage activity supervised	Observations	Signature of Inspector
	☐	☐	☐	☐		
	☐	☐	☐	☐		
	☐	☐	☐	☐		
	☐	☐	☐	☐		
	☐	☐	☐	☐		
	☐	☐	☐	☐		
	☐	☐	☐	☐		
	☐	☐	☐	☐		

ATTACHMENT 3.4 – Oil-handling Personnel Training and Briefing Log
Table G-19 Oil-Handling Personnel Training and Briefing Log

Date	Description / Scope	Attendees

ATTACHMENT 4 – Discharge Notification Form

In the event of a discharge of oil to navigable waters or adjoining shorelines, the following information will be provided to the National Response Center [also see the notification information provided in Section 7 of the Plan]:

Table G-20 Information provided to the National Response Center in the Event of a Discharge			
Discharge/Discovery Date		Time	
Facility Name			
Facility Location (Address/Lat-Long/Section Township Range)			
Name of reporting individual		Telephone #	
Type of material discharged		Estimated total quantity discharged	Gallons/Barrels
Source of the discharge		Media affected	☐ Soil
			☐ Water (specify)
			☐ Other (specify)
Actions taken			
Damage or injuries	☐ No ☐ Yes (specify)	Evacuation needed?	☐ No ☐ Yes (specify)
Organizations and individuals contacted	☐ National Response Center 800-424-8802 Time		
	☐ Cleanup contractor (Specify) Time		
	☐ Facility personnel (Specify) Time		
	☐ State Agency (Specify) Time		
	☐ Other (Specify) Time		



U.S. ENVIRONMENTAL PROTECTION AGENCY TIER I QUALIFIED FACILITY SPCC PLAN TEMPLATE

Instructions to Complete this Template

This template is intended to help the owner or operator of a Tier I qualified facility develop a self-certified Spill Prevention, Control, and Countermeasure (SPCC) Plan. To use this template, your facility must meet all of the applicability criteria of a Tier I qualified facility listed under §112.3(g)(1) of the SPCC rule. This template provides every SPCC rule requirement necessary for a Tier I qualified facility, which you must address and implement.

You may use this template to comply with the SPCC regulation or use it as a model and modify it as necessary to meet your facility-specific needs. If you modify the template, your Plan must include a section cross-referencing the location of each applicable requirement of the SPCC rule and you must ensure that your Plan is an equivalent Plan that meets all applicable rule requirements of 40 CFR 112.6(a)(3).

You may complete this template either electronically or by hand on a printed copy. This document is a reformatted version of the template found in Appendix G of 40 CFR part 112.^a No substantive changes have been made. Please note that a "Not Applicable" ("N/A") column has been added to both Table G-10 (General Rule Requirements for Onshore Facilities) and Table G-11 (General Rule Requirements for Onshore Oil Production Facilities). The "N/A" column should help you complete your self-certification when a required rule element does not apply to your facility. Use of the "N/A" column is optional and is not required by rule.

All Tier I qualified facility self-certifiers must complete Sections I, II, and III. Additionally, the owner or operator of an:

- Onshore facility (excluding production) must complete Section A.
- Onshore oil production facility (excluding drilling and workover facilities) must complete Section B.
- Onshore oil drilling and workover facility must complete Section C.

Complete and include with your Plan the appropriate attachments. You should consider printing copies of the attachments for use in implementing the SPCC Plan (e.g. Attachment 3.1 - Inspection Log & Schedule; Attachment 4 - Discharge Notification Form).

To complete the template, check the box next to the requirement to indicate that it has been adequately addressed. Either write "N/A" in the column or check the box under the "N/A" column to indicate those requirements that are not applicable to the facility. Where a section requires a description or listing, write in the spaces provided (or attach additional descriptions if more space is needed).

Below is a key for the colors used in the section headers:

Sections I, II, and III: Required for all Tier I qualified facilities
Section A: Onshore facilities (excluding production)
Section B: Onshore oil production facilities (excluding drilling and workover facilities)
Section C: Onshore oil drilling and workover facilities
Attachments: 1 - Five Year Review and Technical Amendment Logs 2 - Oil Spill Contingency Plan and Checklist 3 - Inspections, Dike Drainage and Personnel Training Logs 4 - Discharge Notification Form

After you have completed all appropriate sections, certify and date your Plan, and then implement it by the compliance date. If your facility was in operation before August 16, 2002, and you do not already have a Plan, then implement this template immediately. Conduct inspections and tests in accordance with the written procedures that you have developed for your facility. You must keep with the SPCC Plan a record of these inspections and tests, signed by the appropriate supervisor or inspector, for a period of three years.

Do not forget to periodically review your Plan (at least once every five years) or to update it when you make changes to your facility. You must prepare amendments within six months of the facility change, and implement them as soon as possible, but not later than six months following preparation of any amendment.

In the event that your facility releases oil to navigable waters or adjoining shorelines, immediately call the National Response Center (NRC) at 1-800-424-8802. The NRC is the federal government's centralized reporting center, which is staffed 24 hours per day by U.S. Coast Guard personnel.

^a Please note that the use of this template is not mandatory for a Tier I qualified facility. You may also meet the SPCC Plan requirement by preparing a satisfactory Tier II qualified facility Plan, preparing a satisfactory Plan that is certified by a Professional Engineer, or by developing an equivalent Plan for a Tier I qualified facility. Further information on the requirements of these methods can be found in 40 CFR part 112.6(a)(1). If you use any of these alternative methods you must include a cross reference in your Plan that shows how the equivalent Plan meets all applicable 40 CFR part 112 requirements.



Great American Insurance Company, Inc.
 2 Tower Center Boulevard, Suite 1605
 East Brunswick, NJ 08816
 (732) 875-0601

Aircraft Certificate of Insurance

AV 11 00 (Ed. 04 14)

Certificate Holder: City of Ontario
 444 SW 4th St
 Ontario, OR 97914

Named Insured: Bain Aviation Inc.
 606 Cove Rd
 Weiser, ID 83672

Policy Period From: November 10, 2019 To: November 10, 2020

Policy Number: AH E261412-02

Issuing Company: Great American Insurance Company

This is to certify that the policy(ies) listed herein have been issued providing coverage for the listed insured as further described. This certificate of insurance is not an insurance policy and does not amend, extend, or alter the coverage afforded by the policy(ies) listed herein. Notwithstanding any requirement, term or condition of any contract, or other document with respect to which this certificate of insurance may be concerned or may pertain, the insurance afforded by the policy(ies) listed on this certificate is subject to all the terms, exclusions, and conditions of such policy(ies).

Aircraft:

Reg. No.	Year	Make	Model	Insured Value	Deductible In Motion	Deductible Not In Motion	Liability Limit	Passenger Liability Limit
N20576	2012	Air Tractor	AT602	\$800,000	\$40,000	\$5,000	\$1,000,000	

Reg. No.	Chemical Bodily Injury - Person	Chemical Bodily Injury - Occurrence	Chemical Property Damage	Aggregate
N20576	\$100,000	\$300,000	\$100,000	\$300,000

The Certificate Holder is included as an Additional Insured, but only as respects operations of the Named Insured.

The Company will provide the Certificate Holder with 30 days (10 days for non-payment of premium) advance notice of cancellation or material change.

Certificate Number:

2

Date:

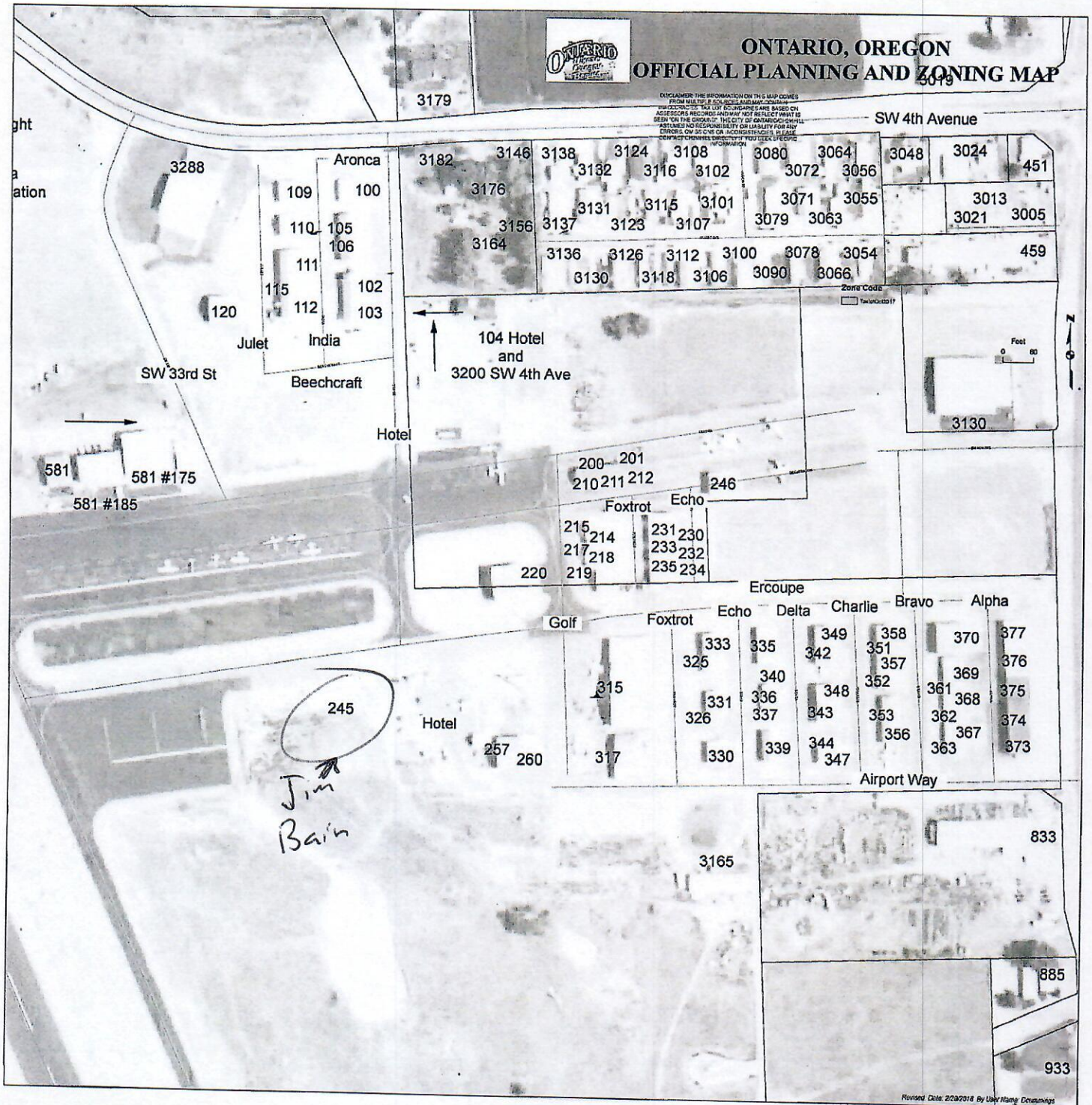
November 10, 2019

(Authorized Representative)

AV 11 00 (Ed. 04 14)

Exhibit "A"

Hanger Lease



City of Ontario
Municipal Airport,
Malheur County,
Oregon



**AGENDA REPORT
NEW BUSINESS
November 17, 2020**

To: Mayor and City Council

FROM: Adam J. Brown, City Manager

THROUGH: Adam J. Brown, City Manager

SUBJECT: **RESOLUTION #2020-143: AMENDMENT TO THE CLASSIFICATION AND
COMPENSATION PLAN**

DATE: November 10, 2020

PROPOSED MOTION:

I MOVE THE CITY COUNCIL APPROVE RESOLUTION 2020-143; A RESOLUTION TO AMEND THE CITY CLASSIFICATION AND COMPENSATION PLAN AS ATTACHED.

SUMMARY:

In 2018 staff reorganized the Human Resources Director position to provide more flexibility in job responsibilities. The new position was called the Assistant to the City Manager/Human Resources Manager. In 2020, the city passed the Classification and Compensation Plan as required by Oregon State Law and city ordinance. Staff was requesting an amendment to the Classification and Compensation Plan.

BACKGROUND:

In the fall of 2018 we took advantage of a vacancy in the Human Resources Director position to retool the position into something that could add more value. It was specifically designated as a mentorship position and could add value beyond Human Resources providing a variety of support services to the City Manager's Office.

An "Assistant to the City Manager" position in the City Management field is typically an entry level position for a recent graduate student. This change has added a great deal of efficiency and effectiveness to our lean staff. The occupant of the position grew quickly and has contributed to the organization beyond his level of compensation.

The City performed an in-house compensation and classification plan which included feedback and endorsements from both public and private entities. The plan was needed to meet the needs of Oregon's Equity Pay Law, which requires an unbiased compensation means that is blind to persons under any protected class.

CURRENT SITUATION:

I would like to add an Assistant City Manager position to the classification and compensation plan. This does not mean adding an additional FTE to the City staff. My immediate plan is to move the person in the Assistant to the City Manager/Human Resources Manager classification to the Assistant City Manager/Human Resources Manager. This individual has learned to contribute at a much higher rate than he is currently compensated. The new job classification allows me to pass on work of greater scope and breadth to this employee and compensate him for it.

This position was reimagined to allow for a mentorship and growth opportunity. My intention, and what I am committing to, is that when this person leaves I will move the position back to an "Assistant to the City Manager" classification and seek out another early career professional to fill the position.

ANALYSIS:

- A. **STRATEGIC PLAN** This position has been instrumental in helping the city with our strategic planning. Expanding the duties of the position in 2018 has provided much greater flexibility and return on the dollars spent.
- B. **FINANCIAL** The fully burdened and net change to the position for the rest of the year is \$8,005. A budget transfer of \$8,005 is needed to fund the change in the classification.
- C. **TIMING** I am requesting that the city council approve this amendment in the classification and compensation plan so that I can make the change in re-classification on December 1, 2020.
- D. **POLICY/LEGAL** City ordinance requires that the City Council set the minimum and maximum pay for each position. This is what we commonly refer to as the Classification and Compensation Plan. The plan is attached. This does not add a position to the City staffing plan. This only adds an additional job classification to the classification and compensation plan.

ALTERNATIVES:

Take No Action: The position will remain as Assistant to the City Manager/Human Resources Manager without approval of this action.

RECOMMENDATION:

Staff recommends approval of Resolution #2020-143, a resolution amending the City of Ontario Classification and Compensation Plan.

ATTACHMENTS:

1. Class & Comp 20-21_w ACM - update 11 17 2020
2. RES 2020-143_CC_COMPENSATION & CLASSIFICATION PLAN.doc



Position	Grade	Wage Range	
		Min	Max
	A	\$ 10.80	\$ 13.52
	B	\$ 11.47	\$ 14.36
	C	\$ 12.18	\$ 15.24
	D	\$ 12.93	\$ 16.18
Front Desk Receptionist	E	\$ 13.73	\$ 17.18
Planning Tech	F	\$ 14.57	\$ 18.24
Fire Admin Assistant	G	\$ 15.47	\$ 19.36
	H	\$ 16.43	\$ 20.56
	I	\$ 17.44	\$ 21.83
	J	\$ 18.51	\$ 23.17
	K	\$ 19.66	\$ 24.60
	L	\$ 20.87	\$ 26.12
Tech Specialist	M	\$ 22.16	\$ 27.73
Assistant to City Manager/HR Manager, Police Office Manager	N	\$ 23.52	\$ 29.44
City Recorder, Airport Manager	O	\$ 24.97	\$ 31.26
	P	\$ 26.51	\$ 33.18
Assistant City Manager/HR Manager	Q	\$ 28.15	\$ 35.23
Building Official	R	\$ 29.88	\$ 37.40
	S	\$ 31.73	\$ 39.71
	T	\$ 33.69	\$ 42.16
Comm/Econ Dev Director	U	\$ 35.76	\$ 44.76
Fire Chief	V	\$ 37.97	\$ 47.52
Police Chief	W	\$ 40.31	\$ 50.45
	X	\$ 42.80	\$ 53.56
	Y	\$ 45.44	\$ 56.87
	Z	\$ 48.24	\$ 60.38



RESOLUTION #2020-143

A RESOLUTION TO AMEND THE CITY CLASSIFICATION AND COMPENSATION PLAN AND TRANSFER \$8,005 FROM CONTINGENCY TO ADMINISTRATION

- WHEREAS,** In 2020 the city passed the Classification and Compensation Plan as required by Oregon law and city ordinance; **and**
- WHEREAS,** The City Council holds the authority to amend the Classification and Compensation Plan; **and**
- WHEREAS,** The city would like to add an Assistant City Manager position to the Classification and Compensation Plan; **and**
- WHEREAS,** This change does not add any additional FTE to city staff, but does allow the City Manager to promote the current Assistant to the City Manager/Human Resource Manager to the new classification which would include a compensation increase; **and**
- WHEREAS,** It is the intention of the City Manager to return this position to an Assistant to the City Manager if it is vacated in the future to return it to an opportunity to mentor an early career professional; **and**
- WHEREAS,** The City desires to modify the 2020-2021 General Fund budget in order to pay the necessary expenditure.

NOW THEREFORE, BE IT HEREBY RESOLVED by the Ontario City Council, to authorize the amendment of the city classification and compensation plan and to approve the following adjustment to the fiscal year 2020-2021 budget:

Line Item	Item Description	FY 20-21 Budget	Amount of Change	Adjusted Budget
GENERAL FUND				
001-002-511000	Wages & Salaries	\$ 289,014	\$8,005	\$297,019
001-004-871000	Operating Contingency	\$219,333	(\$8,005)	\$211,328

EFFECTIVE DATE: Effective immediately upon passage.

PASSED AND ADOPTED by the City Council of the City of Ontario this 17th day of November 2020, by the following vote:

AYES:

NAYES:

ABSENT:

APPROVED by the Mayor this 17th day of November, 2020.

Riley J. Hill, Mayor

ATTEST:

Tori Barnett, MMC, City Recorder

MALHEUR COUNTY COURT MINUTES

October 14, 2020

The regularly scheduled meeting of the County Court was called to order by Judge Dan Joyce at 9:01 a.m. in the County Court Office of the Malheur County Courthouse with Commissioner Don Hodge and Commissioner Larry Wilson present. Staff present was Administrative Officer Lorinda DuBois and Surveyor/Engineer Tom Edwards. Various members of the public, media and staff were present electronically. Notice of the meeting was posted on the County website and emailed to the Argus Observer, Malheur Enterprise, and those persons who have requested notice. The meeting was audio recorded. The agenda is recorded as instrument # [2020-3745](#)

ROAD VACATION PETITION

Surveyor/Engineer Tom Edwards reviewed his Engineers Report regarding the petition for vacation of a portion of NW 9th Street in Corrected Plat of Oregon and Western Colonization Co. Second Addition filed by Tammy Stone on September 15, 2020. Ms. Stone is requesting the vacation of NW 9th Street, Ontario, between Lots 12 and 13 in the referenced plat. Ms. Stone represents 100% of the adjoining landowners; and the petition submittal fee of \$400.00 was provided. According to the petition, the reasons for the requested vacation are: the street dead ends into the County Fairgrounds and will never be used and there are buildings owned by the petitioner built in the right of way.

This area is in the urban growth boundary of the City of Ontario. Discussions have taken place with the City of Ontario, County, and the petitioner and it is proposed to replat a portion of Lot 12 and all of Lot 13 with new dedication of NW 9th Street and additional dedication for other streets to replace what would be vacated.

A hearing is not required on the road vacation petition as 100% of the adjoining landowners signed the petition. The road vacation order would be executed in conjunction with the Court's approval of the replat.

Consensus of the Court was to proceed as recommended without a hearing on the road vacation petition. See instrument # 2020-3748 for the Engineers Report.

Mr. Edwards left the meeting.

COURT MINUTES

Commissioner Wilson moved to approve Court Minutes of October 7, 2020 as written. Commissioner Hodge seconded and the motion passed unanimously.

AMENDMENT - IGA #159822

Commissioner Hodge moved to approve Thirteenth Amendment to Oregon Health Authority 2019-2021 Intergovernmental Agreement for the Financing of Public Health Services, Agreement #159822 (original IGA is recorded as instrument # 2019-3374. Commissioner Wilson seconded and the motion passed unanimously. Exhibit B Program Elements #01 State Support to Public Health and #12 Public Health Emergency Preparedness and Response (PHEPR) are superseded and replaced in their entirety. A copy will be returned for recording.

SUPPLEMENTAL BUDGET

Commissioner Hodge moved to approve Supplemental Budget Resolution R20-41: In the Matter of Fiscal Year 2020/2021 Supplemental Budget by Resolution Under Local Budget Law ORS 294.471. Commissioner Wilson seconded and the motion passed unanimously. The purpose of the supplemental budget is to allocate additional funds from the Secretary of State for election security in the County Clerk budget that were not anticipated when the adopted budget was prepared - the funds are to be used for projects already approved by the Secretary of State; and to allocate additional State Mental Health Allotment funds in the Mental Health budget that were not anticipated when the adopted budget was prepared - these are funds for MHS 20 for activities, supplies and services in response to COVID under the CARES Act. See instrument # [2020-3746](#)

EMPLOYMENT AGREEMENT - EDWARDS

Commissioner Wilson moved to approve County Surveyor/Professional Engineer - employment of PERS retiree Employment Agreement with James T. (Tom) Edwards. Commissioner Hodge seconded and the motion passed unanimously. The agreement expires December 31, 2021. See instrument # [2020-3747](#)

AMENDMENT - IGA #159173

Commissioner Hodge moved to approve Tenth Amendment to Oregon Health Authority 2019-2021 Intergovernmental Agreement for the Financing of Mental Health, Addiction Treatment, Recovery, & Prevention, and Problem Gambling Services Agreement #159173. (original IGA is recorded as instrument #2019-2611) Commissioner Wilson seconded and the motion passed unanimously. The amendment awards funding for Invoice Services. A copy will be returned for recording.

FAIRGROUNDS FUNDING

Commissioner Hodge noted that the Court received email correspondence from Fairgrounds Manager Lynelle Christiani. The Fair Board received \$46,303 from the Cultural Trust grant. The Fair Board is in the process of moving the water line on the horse end of the Fairgrounds from City to well water; this project will cost approximately \$9,000. The Fair Board is still determining how to spend the Cultural Trust grant funds. One project under consideration is an upgrade to the restrooms under the grandstands and the project cost is approximately \$50,000. Ms. Christiani requested the County pay for one-half of the cost to upgrade the restrooms.

Ms. DuBois explained to the Court that the CARES grant funds can only be used to cover costs that are necessary expenditures incurred due to the public health emergency with respect to COVID-19. After discussion, Commissioner Wilson said he would

followup with Ms. Christiani.

SECOND PUBLIC HEARING - ORDINANCE NO. 225

Judge Joyce opened the second public hearing for consideration of Ordinance No. 225 - In the Matter of: Amendment to Malheur County Outdoor Mass Gathering Ordinance. The amendment is needed due to legislative changes made in 2019. No public comments were received. The hearing was closed. Commissioner Wilson moved to adopt Ordinance No. 225. Commissioner Hodge seconded and the motion passed unanimously. See instrument #[2020-3749](#)

COURT ADJOURNMENT

Judge Joyce adjourned the meeting.

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Subject	Public Works Committee Meeting		
Project	Monthly Meeting		
Prepared by	B. Roberts	Date/Time	November 10, 2020
Location	City Hall		
Participants	Bernie Babcock Jake Galeener Al Cablay Morgan Gipson Betsy Roberts		
Copies to	Adam Brown Kari Ott		

No quorum for Public Works Committee meeting.

Discussion about weeds on E. Idaho in the tree wells and along the newly landscaped areas on ODOT R/W. Explained we did not have prison staff all summer for weed support. All agreed we need to have back up plan for next summer in case this COVID continues. PW wants to know what the plan is for weed control for next year – including how S Oregon will be cared for.

TSP presentation was too much in one short setting. Need to make more digestible. Bernie's issue – get SE 5th done for ped safety. Jake has issue with narrowing the lanes on E. Idaho under the underpass to allow for bike lanes. There's not enough room. Additionally, the signal at Idaho/Oregon is a bad place for bikes and would require a lot of work for improvement (ADA Ramps and left turns at each leg).

CIP dates – they would like ample time ahead of the meeting to review the prioritized list of projects from PW staff. And to have available estimated budgets. With this in mind, we are working toward having the information available from PW staff to PW committee by mid-late December for their review over the holidays and input at January meeting. Will ask Kari to attend January meeting as well.

Left City Hall and toured the Biosolids Removal project at WWTP and then up at Skyline. They were done operating at Skyline so we'll come back at another time between 8 and 5 pm.