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 seizer of guns, but maybe something as simple as renewing a concealed carry license. For many people waiting to renewal 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 there successful 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 flow 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 y 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 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 vendue 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 though 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 remined 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:

Riley J. Hill, Mayor

ATTEST

Tori Barnett

Tori Barnett, MMC, City Recorder