

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

**1) Call to order**

Roll Call: Norm Crume \_\_\_\_\_ Jackson Fox \_\_\_\_\_ Charlotte Fugate \_\_\_\_\_ Dan Jones \_\_\_\_\_  
David Sullivan \_\_\_\_\_ Ron Verini \_\_\_\_\_ Mayor Joe Dominick \_\_\_\_\_

**2) Pledge of Allegiance**

This Agenda was posted on Wednesday, May 2, 2012, and a study session was held on Thursday, May 3, 2012. Copies of the Agenda are available at the City Hall Customer Service Counter and on the city's website at [www.ontariooregon.org](http://www.ontariooregon.org).

**3) Motion to adopt the entire agenda**

**4) Consent Agenda: Motion Action Approving Consent Agenda Items**

- A) Approval of Minutes of Regular Meeting of 04/16/2012 ..... 1-4
- B) Liquor License Approval: New Ownership (JRL Enterprises) ..... 5
- C) Resolution #2012-106: Receive/Expend ACTS Oregon Traffic Safety Funds for Teen Driver Safety Program ..... 6-8
- D) Approval of the Bills

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

**6) New Business:**

- A) Excellence in Leadership Award ..... 9
- B) Resolution #2012-105: Receive/Expend Malheur County ASD Funds to Purchase New Holmatro Rescue Cutter ..... 10-11
- C) Resolution #2012-107: Support for Additional Industrial Land in UGB ..... 12-13
- D) Airport Commercial Lease Agreement - FBO Operations: Frazier Aviation ..... 14-22

**7) Discussion Items:**

- A) Opportunity to Apply for CDBG Owner Occupied Housing Rehabilitation Funds
- B) Electronic Sign Ordinance
- C) Manhole Rehabilitation Project at Wastewater Treatment Plant
- D) Backflow Protection Project
- E) Replacement of 9-1-1 Recording Equipment

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

**9) Executive Sessions:**

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

**10) Adjourn**

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

The City of Ontario does not discriminate in providing access to its programs, services and activities on the basis of race, color, religion, ancestry, national origin, political affiliation, sex, age, marital status, physical or mental disability, or any other inappropriate reason prohibited by law or policy of the state or federal government. Should a person need special accommodations or interpretation services, contact the City at 889-7684 at least one working day prior to the need for services and every reasonable effort to accommodate the need will be made. T.D.D. available by calling 889-7266.

**COUNCIL MEETING MINUTES**  
**April 16, 2012**

The regular meeting of the Ontario City Council was called to order by Mayor Joe Dominick at 7:00 p.m. on Monday, April 16, 2012, in the Council Chambers of City Hall. Council members present were Norm Crume, Joe Dominick, Charlotte Fugate, Dan Jones, David Sullivan and Ronald Verini. Jackson Fox was excused.

Members of staff present were Tori Barnett, Chuck Mickelson, Larry Sullivan, Lisa Hansen, and Steve Mallea. The meeting was recorded on tape, and the tapes are available at City Hall.

Charlotte Fugate led everyone in the Pledge of Allegiance.

**AGENDA**

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

**CONSENT AGENDA**

Councilor Crume recused himself from voting, as he had an invoice for payment on the bills.

Ronald Verini moved, seconded by David Sullivan, to approve Consent Agenda Item A: Approval of the Regular Minutes of 04/02/2012; Item B: Proclamation: National Telecommunications Week April 8-14, 2012; Item C: Chipseal Oil Bid Award; Item D: Lagoon Aerator Repairs; and Item E: Approval of the Bills. Roll call vote: Crume-abstain; Fox-out; Fugate-yes; Jones-yes; Sullivan-yes; Verini-yes; Dominick-yes. Motion carried 5/0/1/1.

Mayor Dominick read the Proclamation into the record:

**Whereas** emergencies can occur at any time that require police, fire or emergency medical services; and

**Whereas** when an emergency occurs the prompt response of police officers, firefighters and paramedics is critical to the protection of life and preservation of property; and

**Whereas** the safety of our police officers and firefighters is dependent upon the quality and accuracy of information obtained from citizens who telephone the Ontario 9-1-1 communications center; and

**Whereas** Public Safety Telecommunicators are the first and most critical contact our citizens have with emergency services; and

**Whereas** Public Safety Telecommunicators are the single vital link for our police officers and firefighters by monitoring their activities by radio, providing them information and insuring their safety; and

**Whereas** Public Safety Telecommunicators of the Ontario Police Department have contributed substantially to the apprehension of criminals, suppression of fires and treatment of patients; and

**Whereas** each Telecommunicator has exhibited compassion, understanding and professionalism during the performance of their job in the past year.

**Therefore Be It Resolved** that the Ontario City Council declares the week of April 8<sup>th</sup> through 14<sup>th</sup>, 2012 to be National Telecommunicator's Week in Ontario, in honor of the dedicated staff whose diligence and professionalism keep our city and citizens safe.

**PRESENTATION**

**Snake River Transit**

Loni Debban, MCOA&CS, presented a PowerPoint presentation. The DVD was incorporated into the record by this statement (DVD attached). Some key points mentioned:

- Malheur Council on Aging & Community Services is a private, non-profit organization providing services for the general public including seniors, low-income, and person with disabilities in Malheur County and the surrounding areas to live healthy, meaningful, self-sufficient and independent lives.
- Services offered by MCOA&CS include:
  - ✓ Dial-A-Ride: a demand response transportation service characterized by flexible routing and scheduling of relatively small vehicles to provide door-to-door or point-to-point transportation at the user's need.
  - ✓ Senior & Disabled Transportation: SRT Public transit service for people who are unable to use regular buses without assistance because of a disability or a disabling health condition. MCOA&CS Para-transit transports riders from their origin to their destination in vans equipped with a wheelchair lift to meet requirement of the Americans with Disabilities Act;
  - ✓ Routed Service: City of Ontario, offers flexible fixed route with deviation. The transportation service operating on a standard route along a public right-of-way, from which it may deviate from time to time, in response to a demand for its service or to take a passenger to a destination, after which it returns to its standard route;
  - ✓ Commuter Service (Ontario/Vale/Nyssa) a round-trip express transit service connecting the cities through coordination with the routed bus service.
- Funding Classifications:
  - ✓ Section 5311: The section of the Federal Transit Act of 1991, as amended that authorized grants to public transit systems in non-urbanized areas.
  - ✓ Section 5316: (Job Access Reverse Commute) is a formal-based federally funded program under the Federal Transit Administration. The goal of the JARC grant program is to improve access to transportation services to employment and employment-related activities for welfare recipients and eligible low-income individuals.
  - ✓ Section 5317: (New Freedom). The goal of the New Freedom grant program is to provide additional tools to overcome existing barriers facing Americans with disabilities seeking integration into the workforce and full participation in society. (Funded Ontario bus benches).
  - ✓ Section 5310: Program assists private non-profit corporations to provide safe, efficient, and coordinated transportation services for elderly individuals and individuals with disabilities for whom public transportation is otherwise unavailable, insufficient, or inappropriate.
  - ✓ The STF Program provides a flexible, coordinated, reliable and continuing source of revenue in support of transportation services for people who are senior and people with disabilities of any age. The funds may be used for any purpose directly related to transportation services, including transit operations, capital equipment, planning, travel training, and other transit-related purposes.
- SRT Malheur Express Hours of Operation: The Council's regular "demand response" transportation business hours are Monday-Friday, 7:30 am – 5:30 pm, and half day on Saturday for medical necessity rides.
  - ✓ The Routed service in Ontario is scheduled Mon-Fri, 6am-6pm. MCOA&CS provides para-transit services for individuals who are unable to ride the route without assistance, and a round-trip commuter route between Ontario/Vale/Nyssa.
- The destination rates are:

✓ Within Ontario city limits	\$ 3.00
✓ Oregon Slope	\$11.00
✓ Vale or Weiser	\$23.00
✓ Nyssa	\$15.00
✓ Fruitland	\$ 5.00
✓ Payette	\$ 8.00
✓ Caldwell	\$30.00
✓ Nampa	\$40.00
✓ Boise	\$75.00
✓ Within Nyssa city limits	\$ 1.50

✓ Vale	\$25.00
✓ Ontario	\$15.00
✓ Weiser	\$30.00
✓ Caldwell	\$30.00
✓ Nampa	\$40.00
✓ Boise	\$75.00
✓ Within Vale city limits	\$ 1.50
✓ Ontario	\$23.00
✓ Nyssa	\$25.00
✓ Weiser	\$46.00
✓ Caldwell	\$53.00
✓ Nampa	\$63.00
✓ Boise	\$85.00

Monthly passes may also be purchased for the Snake River Transit Ontario route: Adult (18-54) \$1/ride or \$30/month; Youth (6-17) 75¢/ride or \$20/month; or Senior and Disabled 50¢/ride or \$15/month.

- Community benefits: The council might be thought of as a social program that serves needy people, and that is true, but the Council did much more than that. They helped connected the community, they provided transportation access for individuals residing in Malheur County so they were able to access services, shopping, appointments and social events.
- Snake River Transit is a comprehensive coordinated system. A key strength is the subcontract with Treasure Valley Transit so that riders are able to travel to Ontario, Payette, and Fruitland.

(Couldn't hear name), Ontario, stated he was an avid bus rider, who rode to many different areas.

Anthony Stiener(?), Ontario, stated the bus was a great service, that had been a lot of help to him. He rode it to several other towns, and considered it quite a blessing.

Chris Coley(?), Ontario, stated the bus provided independence, and he, too, considered it a blessing.

#### **Prothman Update**

Mayor Dominick stated he had been in contact with Prothman Associates with regard to the recruitment of a new City Manager. Prothman had suggested increasing the high end of the pay scale to \$115K. He was looking for feedback from the Council. This was based upon the request for an experience, seasoned applicant.

Councilor Verini stated he was okay with the increase in pay range to \$115K, but he wanted to hold Prothman to the fire to get a good, experienced candidate. They needed to get the best person for the job.

Mayor Dominick stated when the previous City Manager had been recruited, the profile stated a pay range of \$85-110K, and the candidate had negotiated to \$95K. There had also been two pay raises during his service with Ontario.

Councilor Jones stated he wanted to leave the high number as currently listed. They could negotiate after they received the applications.

Councilor Fugate stated her agreement with the increase to \$115K.

Councilor Crume stated the Council would have final say on the negotiations before the final hire. The quality of the candidate would be a factor in the final pay. Raising it another \$5K might attract more qualified people. It didn't obligate the Council had to pay the \$115K, so it didn't hurt to raise it up.

Councilor Sullivan stated the increase of another \$5K wouldn't make a big difference; however, they needed to negotiate a lower starting rate.

Mayor Dominick stated based on the comments, he would let Prothman Associates know the range would be between \$90-115K.

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

- Councilor Verini stated with regard to the National Guard 116<sup>th</sup> Foxtrot Unit, Max Arbison retired, and they wished him well.
- Councilor Fugate stated the Feral Fat Cat Community yard sale would be held May 3-5. They were looking for donations for the sale. The program had captured, neutered/spayed, and released over 1,000 cats. Everyone could see the decrease in the wild cat population in the area.
- Mayor Dominick stated the Council held a joint meeting with the County Court last Thursday, and it went very well. The room was packed. They were discussing the need and possibility of increasing the industrial land within the Ontario Urban Growth Boundary. A committee had been established, and anyone wanting to join the committee could contact either him or Malheur County Economic Development Director Jim Jensen. There were currently two 75-acre parcels ready, but there had been inquiries about larger parcels. It was a long process to get this completed.

**EXECUTIVE SESSION(S)**

An executive session was called at 7:33 p.m. under provisions of ORS 192.660(1)(e) real property. Council convened into the second executive session at 8:16 p.m.

An executive session was called at 8:17 p.m. under provisions of ORS 192.660(1)(d) labor negotiations. Council reconvened into regular session at 8:44 p.m.

**ADJOURN**

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

**APPROVED:**

**ATTEST:**

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

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

## CONSENT AGENDA

May 7, 2012

TO: Mayor and City Council

FROM: Mark Alexander, Interim Police Chief

THROUGH: Chuck Mickelson, Interim City Manager

**SUBJECT: LIQUOR LICENSE APPLICATION – Change Ownership  
JRL Enterprises LLC (Full On-Premises Sales)**

DATE: April 30, 2012

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### **SUMMARY:**

JRL Enterprises LLC, new owner of Vegas Country/Gold Rush Country located at 117 SE 2<sup>nd</sup> Street, Ontario, Oregon has completed the “Change Ownership” application process for “Full On-Premises Sales” liquor license privileges through the Oregon Liquor Control Commission.

All necessary paperwork has been approved through OLCC office and is awaiting approval through the Ontario City Council.

### **BACKGROUND:**

Criminal Record process was completed on JRL Enterprises LLC officers John R. Lopez and William A. Lopez. All records returned clear. The application forms have been filled out appropriately and required fees have been paid. All Permit requirements have been met.

JRL Enterprises LLC purchased the business Vegas Country or otherwise known Gold Rush County.

JRL Enterprises LLC will open the business under the name of **Will’s Place**. This establishment is currently operating under a 90-permit through Oregon Liquor Control Commission.

### **RECOMMENDATION:**

I have completed a review of this application information in accordance with the City of Ontario’s ordinance regulating this license. I recommend that we approve the application for Change Ownership / Full On-Premises Sales liquor licenses for Will’s Place.

## CONSENT AGENDA REPORT

May 7, 2012

TO: Mayor and City Council

FROM: Mark Alexander, Police Chief

THROUGH: Chuck Mickelson, City Manager

**SUBJECT: RESOLUTION NO. 2012-106: ACKNOWLEDGING RECEIPT OF ACTS OREGON TRAFFIC SAFETY FUNDS AND APPROPRIATING EXPENDITURES FOR A TEEN DRIVER SAFETY PROGRAM WITHIN THE GRANT FUND**

DATE: April 30, 2011

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### **SUMMARY:**

Attached is the following document:

- Resolution 2012-106

### **PREVIOUS COUNCIL ACTION:**

None.

### **BACKGROUND:**

In 2011, Officer Ridg Medford held a Teen Driver Seminar at Ontario High School. This was a very successful program that partnered with several businesses in town. Teen drivers attended a variety of demonstrations where they learned things such as putting on tire chains, visibility concerns, vehicle maintenance, and laws relating to driving and Minors in Possession (MIP).

Officer Medford applied for grant funding to pay for promotions and associated costs for the program, which he was denied.

After seeing the success of the program, ACTS (Alliance for Community Traffic Safety) Oregon has provided \$1500 in grant funding for the seminar to be held in 2012.

### **ALTERNATIVE:**

The Council could decline the grant award.

### **FINANCIAL IMPLICATIONS:**

It is proposed that the grant revenues and expenditures for supplies be budgeted as an increase within the City's Grant Fund.

**RECOMMENDATION:**

Staff recommends the Council adopt Resolution 2012-106.

**PROPOSED MOTION:**

I move that the Council adopt Resolution 2012-106, A RESOLUTION ACKNOWLEDGING RECEIPT OF ACTS OREGON TRAFFIC SAFETY FUNDS AND APPROPRIATING EXPENDITURES FOR A TEEN DRIVER SAFETY PROGRAM WITHIN THE GRANT FUND.

**RESOLUTION NO. 2012- 106**

**A RESOLUTION ACKNOWLEDGING RECEIPT OF ACTS OREGON TRAFFIC SAFETY FUNDS AND APPROPRIATING EXPENDITURES FOR A TEEN DRIVER SAFETY PROGRAM WITHIN THE GRANT FUND**

**WHEREAS,** the 2011-2013 Biennial Budget was adopted without the knowledge of funding for a traffic safety project; and

**WHEREAS,** the City was awarded an ACTS Oregon grant thru its Police Department to fund a teen driver safety program; and

**WHEREAS,** the City desires to modify the 2011-2013 Budget, acknowledging new grant revenue of \$1,500 and appropriating expenditures within the Grant Fund to complete the project.

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

Line Item	Item Description	FY 11-13 Budget	Amount of Change	Adjusted Budget
<b>GRANT FUND</b>				
Revenue				
010-000-456160	Police Grant Projects	\$2,450	\$1,500	\$3,950
Expenses				
010-038-	Teen Driver Program	\$2,450	\$1,500	\$3,950

Effective Date: Upon adoption

Passed and adopted by the Ontario City Council this \_\_\_\_ day of \_\_\_\_\_ 2012.

Ayes:

Nays:

Absent:

Approved by the Mayor this \_\_\_\_\_ day of \_\_\_\_\_ 2012.

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

ATTEST:

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

**ORAL PRESENTATION**  
May 7, 2012

**TO:** Mayor and City Council

**FROM:** Tori Barnett, MMC, City Recorder

**THROUGH:** Chuck Mickelson, Interim City Manager

**SUBJECT:** **EXCELLENCE IN LEADERSHIP AWARD - 2012**

**DATE:** April 27, 2012

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**SUMMARY:**

The 2012 Excellence in Leadership Award will be presented to Paul D. Erlebach. Paul's parents, Paul and Rosa Erlebach, have also been invited to attend.

## AGENDA REPORT

May 7, 2012

TO: Mayor and City Council

FROM: Al Higinbotham, Fire Chief

THROUGH: Chuck Mickelson, Interim City Manager

**SUBJECT: RESOLUTION NO. 2012-105: AMENDING THE 2011-2013 ADOPTED BUDGET AUTHORIZING ACCEPTANCE AND EXPENDITURE OF MALHEUR COUNTY AMBULANCE SERVICE DISTRICT (ASD) FUNDS AND APPROPRIATING EXPENDITURES FOR A NEW HOLMATRO RESCUE CUTTER**

DATE: April 12, 2012

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### **SUMMARY:**

Attached is the following document:

- Resolution 2012-105

### **BACKGROUND:**

The Malheur County Ambulance Service District has contributed \$5,559.00 to Ontario Fire and Rescue for the purchase of a new Holmatro rescue cutter.

### **FINANCIAL IMPLICATIONS:**

None anticipated. The purchase price for the new Holmatro rescue cutter is \$5,971.00; the ASD contribution amount is \$5,559.00. The remaining \$412.00 will be paid by the Ontario Rural Fire District.

### **RECOMMENDATION:**

Staff recommends the Council adopt Resolution 2012-105, A RESOLUTION ACKNOWLEDGING RECEIPT OF MALHEUR COUNTY ASD FUNDS AND APPROPRIATING EXPENDITURES FOR A NEW HOLMATRO RESCUE CUTTER.

**RESOLUTION NO. 2012- 105**

**A RESOLUTION AMENDING THE 2011-2013 ADOPTED BUDGET AUTHORIZING ACCEPTANCE AND EXPENDITURE OF FUNDS RECEIVED FROM MALHEUR COUNTY AMBULANCE SERVICE DISTRICT (ASD) FOR THE PURCHASE OF A NEW REPLACEMENT HOLMATRO RESCUE CUTTER**

**WHEREAS,** the 2011-2013 Biennial Budget was adopted without the knowledge of funding for the purchase of a new replacement Holmatro rescue cutter; and

**WHEREAS,** Ontario Fire & Rescue received funds from the Malheur County ASD to purchase a new replacement Holmatro rescue cutter; and

**WHEREAS,** the City desires to modify the 2011-2013 Budget, acknowledging new revenue of \$5,559.00 and allocating expenditures of said revenue within the Fire Department to purchase the new Holmatro rescue cutter.

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

Line Item	Item Description	FY 11-13 Budget	Amount of Change	Adjusted Budget
<b>GRANT FUND</b>				
Revenue				
010-000-456192	FEMA Assistance to Firefighters Grant	\$380,855.00	\$5,559.00	\$386,414.00
Expenses				
010-038-714192	Fire FEMA Equipment Grant	\$397,855.00	\$5,559.00	\$403,414.00

Effective Date: Upon adoption

Passed and adopted by the Ontario City Council this \_\_\_\_\_ day of \_\_\_\_\_ 2012.

Ayes:

Nays:

Absent:

Approved by the Mayor this \_\_\_\_\_ day of \_\_\_\_\_ 2012.

ATTEST

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

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

## AGENDA REPORT

May 7, 2012

TO: Mayor and City Council

FROM: Alan Daniels, Economic Development Coordinator

THROUGH: Charles Mickelson, City Manager

**SUBJECT: RESOLUTION #2012-107: SUPPORTING ADDITION OF INDUSTRIAL LANDS IN UBG OF ONTARIO, VALE, NYSSA, AND MALHEUR COUNTY AREAS**

DATE: April 27, 2012

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### **SUMMARY:**

Attached is the following document:

- Resolution #2012-107

Staff was directed to work with the Industrial Lands Committee in exploring the option of increasing available industrial lands, which could lead to new industry coming to Ontario. The first step for the committee was to come before the cities of Ontario, Nyssa, and Vale, and Malheur County Court, to determine if support was there for this action to continue.

### **BACKGROUND:**

At least two large companies have looked into locating in or near Ontario, but opted to go elsewhere as they required larger portions of land than were available. The committee determined if there was at least one site of at least 150 acres, and another of 1,000+ acres, near each township, it would be a much better draw for new industry to the area. Currently, Oregon has only one 1,000+ acre industrial site, which has proven to be successful.

### **FINANCIAL IMPLICATIONS:**

There are no financial implications at this time; however, it would be necessary to hire a consultant to complete the process. By doing this project in conjunction with Vale, Nyssa, and Malheur County, there is an economy of scale, and state funding is much more likely.

### **RECOMMENDATION:**

Staff recommends the Council adopt Resolution #2012-107.

### **PROPOSED MOTION:**

I move the City Council adopt Resolution #2012-107, A RESOLUTION SUPPORTING THE INDUSTRIAL LANDS COMMITTEE EXPLORING THE ADDITION OF INDUSTRIAL LANDS TO THE URBAN GROUTH BOUNDARIES OF VALE, NYSSA, ONTARIO, AND POTENTIAL COUNTY SITES.

**RESOLUTION NO. 2012-107**

**A RESOLUTION SUPPORTING THE INDUSTRIAL LANDS COMMITTEE  
EXPLORING THE ADDITION OF INDUSTRIAL LANDS TO THE URBAN  
GROUTH BOUNDARIES OF VALE, NYSSA, ONTARIO,  
AND POTENTIAL COUNTY SITES**

**WHEREAS,** This matter was explored in the Industrial Lands Committee meeting held on April 26, 2012 at the Economic Development Office, Ontario, Oregon; and

**WHEREAS,** The City of Ontario supports a process that is open and includes input from stakeholders, including landowners and residents residing in the area; and

**WHEREAS,** The Committee will identify industrial lands that will attract industry and jobs to Ontario; and

**WHEREAS,** The Committee will make recommendations to the City Council's of Ontario, Vale, and Nyssa, and the Malheur County Court, regarding the addition of industrial lands.

**NOW THEREFORE, BE IT HEREBY RESOLVED** by the City Council for the City of Ontario:

That the City of Ontario supports the process of identifying additional industrial lands in Malheur County for the purpose of attracting additional job opportunities to Ontario.

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

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

AYES:

NAYES:

ABSENT:

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

ATTEST:

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

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

## AGENDA REPORT

May 7, 2012

TO: Mayor and City Council

FROM: Alan Daniels, Airport Manager

THROUGH: Charles Mickelson, City Manager

**SUBJECT: AIRPORT COMMERCIAL LEASE AGREEMENT: FBO BUSINESS  
FRAZIER AVIATION**

DATE: April 23, 2012

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### **SUMMARY:**

Attached is the following document:

- Lease Agreement with Frazier Aviation

### **BACKGROUND:**

This is a commercial lease with Frazier Aviation, who bought out Merle Maine's Ontario Aviation. The purpose is for an FBO business, and includes the main office and the two hangars next to it.

### **ALTERNATIVE:**

We have no reason to not approve these leases.

### **FINANCIAL IMPLICATIONS:**

The lease will be \$1367.07 per year plus \$1000.00 commercial use fee, at the current rate.

### **RECOMMENDATION:**

Staff recommends the Council approve this lease

### **PROPOSED MOTION:**

I move the City Council approve the commercial lease agreements with Frazier Aviation, Inc. for the main office and two hangars at the airport.

**COMMERCIAL LEASE AGREEMENT**  
**Main Office and Hangar 175,185**  
**FBO Area**

**THIS AGREEMENT**, made and entered into this   1   day of   April   2012, by and between the **CITY OF ONTARIO, OREGON**, as first party, hereinafter referred to as the "CITY" and **Frazier Aviation, LLC**, a proprietorship, 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, **Frazier Aviation, LLC** desires to use said airport for the purpose of providing FBO 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 twenty (20) years, commencing on **1 April, 2012**, subject to the following terms and stipulations:

- 1) LESSEE shall make available the following facilities and services to the general Public: **FBO Services**
- 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: **FBO Services**.
  - b) to provide storage space for aircraft.
  - c) to use common area of the airport, including runways, taxi-ways, 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 unrelated 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.
- 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 **twelve and sixty-three one hundredths cents (12.63¢)** 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 **10,824 SQ FT** 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 30<sup>th</sup> 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 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.
- 17) LESSEE shall prepare and implement a 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 insure 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.
- 18) As additional consideration, and in addition to all of the above conditions and lease amounts, LESSEE shall pay to the City the sum of \$1,000 as and for consideration for this lease, which sum shall be paid on or before the 30<sup>th</sup> 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 30<sup>th</sup> of that year.
- 19) It is stipulated and agreed that in any event notwithstanding any provisions made in this lease, the parties hereto shall submit to arbitration any questions or disputes, except non-payment of rentals, arising between the parties hereto to the meaning or interpretation of any term or condition or provision herein contained or in respect to any matter of compliance or noncompliance with the terms hereof. Said question or dispute shall be submitted to three arbitrators. LESSEE and the City each shall select one and the two so chosen shall then select a competent and disinterested person to serve as the third arbitrator. Or, in the event that the two arbitrators cannot agree on the selection of a third arbitrator, said third arbitrator shall be selected within 30 days by the Circuit Court Judge of Malheur County, Oregon. The arbitrators, together, shall then consider the question or questions or dispute or disputes submitted to them in writing by the parties hereto. The decision in writing of any two shall determine the particular question or dispute under consideration. All expenses of arbitration shall be borne one-half by the City and one-half by LESSEE.
- 20) The initial term of this lease shall be from the date of execution through June 30<sup>th</sup> 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.

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, Oregon 97914

To Tenant: Frazier Aviation, LLC  
581 S.W 33<sup>rd</sup> Street  
Ontario, Oregon 97914

IN WITNESS WHEREOF, LESSEE, has caused these presents to be signed by its owner, this \_\_\_\_ day of \_\_\_\_\_, 2012.  
CITY OF ONTARIO LESSEE

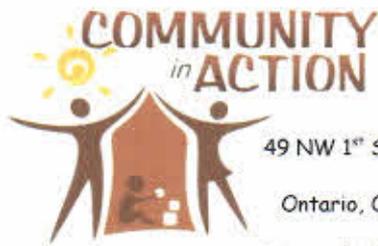
By: \_\_\_\_\_  
Joe Dominick, Mayor

By:  \_\_\_\_\_

ATTEST:

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





49 NW 1<sup>st</sup> St., Suite 6

Ontario, OR 97914

Phone: (541) 889-1060

Fax: (541) 889-0768

April 30, 2012

Dear Mayor Dominick & Council Members:

The opportunity for the City of Ontario to apply for a CDBG grant for Owner Occupied Housing Rehabilitation funds has arrived. Community in Action would like to attend the council work session Thursday, May 3, to present an update on the program and answer any questions the Council might have. Enclosed please find the following:

- Program overview
- Summary of the initial grant expenditures
- Intergovernmental Agreement: Sponsorship of the Harney Malheur Regional Housing Rehabilitation Initiative

Additional information on the program requirements can be found at the following Business Oregon webpage:

<http://www.orinfrastructure.org/Learn-About-Infrastructure-Programs/Interested-in-a-Community-Development-Project/Community-Development-Block-Grant/>

Chapter 12 of the Method of Distribution and Chapter 11 of the CDBG Grant Management Handbook specifically discuss the Housing Rehabilitation Program.

We look forward to meeting with you.

Sincerely,

**Michele Grimaldo**

Community in Action

Housing Programs Manager

49 NW 1<sup>st</sup> Street, Suite 6

Ontario, OR 97914

541-889-1060 ext. 103

e-mail: [michele@communityinaction.info](mailto:michele@communityinaction.info)

# RESIDENTIAL HOUSING REHABILITATION

## LOAN PROGRAM OVERVIEW

### CDBG Housing Rehab Program

#### **Community Development Block Grant (CDBG) Housing Rehabilitation Program**

CDBG funds are the mainstay of the United States Department of Housing and Urban Development (HUD) community and economic development programs. Oregon Business Development Department (IFA) receives CDBG funding to provide housing rehabilitation in rural non-entitlement Oregon communities. Rural Oregon cities and counties may annually apply for CDBG housing rehabilitation funds which are awarded on a competitive basis. All funds are distributed as grants to rural cities and counties following an annual competitive application process. Grant funds are then loaned to homeowners. As funds are re-paid, they are deposited into the revolving loan fund.

Regional collaborations of cities and counties are encouraged to build self-sustaining revolving loan fund portfolios. Program funds may be leveraged in combination with other programs to provide an enhanced benefit to recipient cities and counties. Housing rehabilitation provides economic stimulus to participating cities and counties by using local contractors and purchasing products from local vendors.

The program pays for the repair and maintenance of existing low-income family housing in rural Oregon. The purpose of the program is to develop a means for low-income homeowners to reside in decent, safe and sanitary housing. Eligible activities include rehabilitation, reconstruction or installation of improvements such as, electrical, plumbing, roofing, siding, insulation, weatherization, and structural work. Additionally, the purchase and installation of equipment that is an integral structural fixture such as heating systems, hot water heaters, light fixtures, and built in appliances are eligible for this funding.

A Rehabilitation Loan may be used to finance costs of the work and materials to correct health and safety conditions, for preservation and restoration of structural integrity, for improvements to energy efficiency, and for necessary maintenance and general repairs.

Deferred Payment loans differ from normal loans in that they are made without interest and the loan becomes due and payable in full, upon the sale or transfer of all or any part of the subject property by any means, or when subject property is no longer the primary residence of the borrower, or on the 30th anniversary of borrower signing the trust deed securing payment of the note, whichever is sooner. At that point the entire balance is due and payable, including the one-time "repayment fee" as specified in the terms of the loan. A Deferred Payment Loan is not assumable. Repaid loan funds go into a revolving loan fund to be used primarily for housing rehabilitation.

### **ELIGIBILITY**

A qualified applicant must:

- Be the legal owner of the home AND property
- Reside in the home. The home must be the applicant's primary residence.
- Maintain fire insurance on the home & keep property taxes current
- Home must be located within Vale School District at this time.
- Have an acceptable payment history of at least 12 months on all mortgages and lines of credit that are attached to the property
- **Have equity in the property available to secure the loan**
- Have a **maximum household** income as in the table below:

Number of Household members	Total household income
1	\$29,900
2	\$34,200
3	\$38,450
4	\$42,700
5	\$46,150
6	\$49,550

## **ELIGIBLE REPAIRS MAY INCLUDE:**

Plumbing  
Electrical work  
Roofing  
Weatherization  
Foundation  
Siding or painting  
Windows  
Furnace & heating system  
Dry Rot  
Septic & drainage systems

## **REPAIRS THAT ARE NOT ELIGIBLE**

New construction, Additions, Furniture

Some appliances (i.e., New furnaces are permitted. Stoves, refrigerators washers, dryers, etc. are not permitted)

Repairs on outbuildings (structures not attached to the home)

Landscaping and fencing

## **PROPERTY ELIGIBILITY**

To be eligible for a Rehabilitation Loan, the residential property must be located within the Vale School District, be in need of eligible repairs, and be free of any and all tax liens.

The existence of the following conditions could disqualify a home:

- The county Real Market Value of the land and improvements exceeds \$120,000.
- The structure has deteriorated to the extent where rehabilitation is not economically feasible.
- Significant code violations exist which would be extremely difficult and/or economically unfeasible to correct.

- The cost of the repairs required to bring the dwelling up to minimum property standards will exceed loan guidelines. **CURRENTLY, MAXIMUM LOAN AMOUNT IS \$15,500.**

Other requirements apply to the program, which will be addressed during the application process. This is simply a list of the basic, minimum requirements.

If you feel you are an eligible participant and that your home meets the requirements, they should be encouraged to contact Kathy Markee at Community in Action. 541-889-1060, extension 102 or via e-mail: [kathy@communityinaction.info](mailto:kathy@communityinaction.info).

**Intergovernmental Agreement In Support Of a Community Development Block Grant  
From The 2011 Community Development Block Grant Program  
Administered By the Oregon Business Development Department,  
Infrastructure Finance Authority**

Agreement Title: Sponsorship of the Harney Malheur Regional Housing Rehabilitation Initiative

Agreement Date: October 25, 2011

Signatory parties: City of Nyssa, City of Vale, City of Ontario, Malheur County

Agreement: The above signatory parties agree to jointly sponsor a housing rehabilitation program provided through a Community Development Block Grant (CDBG), administered by the Oregon Business Development Department, Infrastructure Finance Authority and recognize City of Vale as the lead agency that will be responsible for applying, receiving and administering the CDBG award.

Grant Activity: The purpose of the proposed CDBG is to manage a housing rehabilitation revolving loan fund to provide assistance to low income homeowners to repair their homes.

Constraints: One-hundred percent (100%) of the benefitted owner occupied household occupants must have incomes below the federal low- and moderate-income limit (80% of the median family income as adjusted by family size).

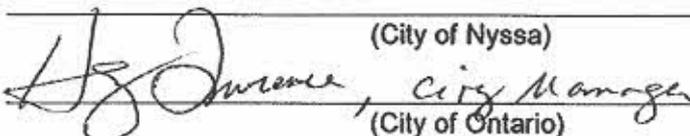
Only persons who reside within the boundaries of the cities and unincorporated/ nonentitlement county areas of the signatory parties are to receive the housing rehabilitation funding.

Community in Action will enter into a sub-recipient agreement with the lead agency, City of Vale, to manage the housing rehabilitation program.

Counterparts: This agreement may be signed in counterparts and each counterpart will be deemed an original. Copies of all signatures will be provided as part of the grant application and to each signator.

Multiple Parties: In the event that one or more of the signatories identified above decline to sign this agreement, it remains sufficient for all other signatories to receive the benefits of the agreement.

So Agreed:

(City of Vale)	Date
(City of Nyssa)	Date
	
(City of Ontario)	Date
(Malheur County)	Date

10/25/11



City of Ontario  
Department of Public Works  
Planning and Zoning Administrator  
444 SW 4<sup>th</sup> Street  
Ontario, OR 97914  
Voice (541)881-3222  
Fax (541)881-3251  
[david.richey@ontariooregon.org](mailto:david.richey@ontariooregon.org)

For May 7, 2012 Work Session

Ontario City Council

Re: Prohibited: "Flashing, chasing, intermittent, revolving, rotating or moving light ..."

As Council may be aware, the City has a number of signs, more or less recent, that are not legal. They are the electronic reader board panels such as above the freeway at a car dealership, food processing plant, former mall on SW 4<sup>th</sup> Ave, and possibly a few other locations. I was told by a sign company a few months ago that they had two, perhaps three reader board sales pending.

Electronic (video) reader boards present the City with the need to legalize those signs or require their removal. I am reasonably sure that the sign companies were knowledgeable of the impact of the City sign ordinance and its prohibitive nature regarding reader boards.

In discussion with a sign company manager (I did not require they remove the signs because I see this as a Council policy issue that should result in support for the existing ordinance or an amendment) I learned that the sign industry has changed so that all electronic message signs are built with full video capabilities. That means that the visual effects displayed are up to the imagination of the operator.

I have heard stories about how communities in the Willamette Valley have attempted to find a middle road between not permitting video and trying to regulate the type of video and its frequency of change. This regulation is expensive. Some communities have budgeted code enforcement capabilities to regulate the pace and character of displays to reduce objectionable video. I suspect our budget would not easily accommodate that kind of expense.

It is my view that should the City legalize electronic reader boards, there is a likelihood of a public push back-because of the visual noise these signs make. The situation will then be akin to putting the toothpaste back in the tube.

We need to come to some conclusion on the matter of illegal reader board signs. A policy discussion by Council would be helpful to guide staff. We can, and perhaps should enforce the current ordinance and require the non-conforming signs be removed so as to re-establish equity among commercial enterprise. How would you like to proceed?

Thank You,  
David Richey, Planning and Zoning Administrator