COUNCIL MEETING MINUTES
October 15, 2012

The regular meeting of the Ontario City Council was called to order by Mayor Joe Dominick at 7:00 p.m. on Monday, October 15, 2012, in the Council Chambers of City Hall. Council members present were Norm Crume, Joe Dominick, Jackson Fox, Charlotte Fugate, Dan Jones, David Sullivan, and Ronald Verini.

Members of staff present were Jay Henry, Tori Barnett, Larry Sullivan, Mark Alexander, Al Higinbotham, Lisa Hansen, Bob Walker, Dan Shepard, and Loren Weideman, The meeting was recorded on tape, and the tapes are available at City Hall.

Dan Jones led everyone in the Pledge of Allegiance.

AGENDA

Mayor Dominick asked to add the adoption of Resolution #2012-124: Approve Collective Bargaining Unit with Local 3464, the International Association of Firefighters, onto the Agenda.

Charlotte Fugate moved, seconded by Ron Verini, to adopt the Agenda as amended. Roll call vote: Crume-yes; Fox-yes; Fugate-yes; Jones-yes; Sullivan-yes; Verini-yes; Dominick-yes. Motion carried 7/0/0.

LOCAL CONTRACTOR REVIEW BOARD ACTION

Personal Services Contract with Winterbrook Planning for Industrial Lands Development Technical Assistance
Jay Henry, City Manager, stated the city currently had no parcels of industrial land that met the requirements of interested industries. Based upon direction from the City Council, staff and the Industrial Lands Committee were working to increase available city industrial lands as a key element in economic development. There has been a great deal of interest in larger parcels of industrial lands, more than were currently available. This interest has generated two promising site visits so far this month. To implement Council's direction, staff needed to contract with Winterbrook Planning for technical assistance. Scott Fairley, Office of the Governor, Economic Revitalization Team Coordinator, Grant Young, Department of Land Conservation and Development, Melissa Druggee, Business Oregon, and the Industrial Lands Committee met on October 10, 2012, and strongly urged the City Of Ontario to move as fast as possible to get Winterbrook Planning under contract to begin working on the planning process before the current opportunities slipped away.

The contract with Winterbrook Planning would be set as a not to exceed amount of $50,000. There was $65,387 available in the Economic and Enhancement Grant Fund; $75,000 available from the sale of the Stelling property; and/or $1,532,701 in the General Fund Contingency line, any of which could be used for this project.

Councilor Fugate stated she had reviewed the agreement, and said there were two areas that needed to be addressed. First, the Council should be involved in selecting the sites; and second, they were told that the people looking at the property wanted it done within 60-90 days, but Winterbrook asked for a year to 18 months on the contract.

Mr. Henry stated the first point was up to the Council; second point, the language should be changed to be more what the Council wanted to see, a more generic statement like this contract had to meet the timelines of the interested parties.

Mayor Dominick stated his agreement with Councilor Fugate's, comments about Article I, Task I, but also Task 6, Task 8, and Task 9, should include the Ontario City Council, and Task 9 should also include bi-weekly updates at each Council meeting held, rather than just monthly updates. As critical as they were told this project was, the Council should be kept updated constantly as to where they were at in the process. Also, on the completion date, based on the discussion last Thursday, and the urgency of the matter, it was shocking to see a date of April 15, 2014 on the time of performance. He believed it needed to be a maximum of 120 days. Also, Article 3A was in direct contradiction with 3B, the contract not to exceed $50K; however, it read that the City had to reimburse for direct expenses such as travel, mileage, and printing. Then, Article 3C, for other expenses not included in the not to exceed $50K. If it was a contract not to exceed $50K, why were there those additional add-ons? He was in favor of the contract, but they needed to be responsible to the taxpayers and how contracts were signed by the City.

Mr. Henry stated staff would be supportive of limiting the contract to $50K. However, a better way to do it might be to keep 3A (direct expenses) the same, but maybe put a limit on that. He could monitor that, and keep the Council informed. On 3C, for the record it read *"Other Expenses. This estimate does not include the following anticipated costs, which would be paid by client: First - A Transportation Impact Analysis, prepared by ODOT; Second - Any applicable city or county land use application fees; and Third - Any civil engineering studies necessary to demonstrate that sites proposed for inclusion within the Ontario Urban Growth Area were serviceable."* Those were some expensive things, and he wouldn't expect a consultant to cover those.

Councilor Sullivan asked if the consultant was comfortable with changing the date.

Mr. Henry stated on the background, first there was the scoping contract, then the contract before the Council currently, which would focus primarily on the two areas of interest. But, there were other others of interest that needed to be addressed for long-term planning. He believed Winterbrook was hoping to continue on with this, but wanted to prioritize these two areas first.

Councilor Verini suggested adding in the timeline of the interested parties. It would give flexibility, since they didn't know the exact timeline.

Councilor Jones asked why? Even if there was a snag or it failed, at least the City was proceeding with the planning and possible zone change. He had no problem with the April 15th deadline, as long as Winterbrook understood the necessity of the land change request. Even if the State of Oregon put a dent in the process, the City needed to continue moving forward as quickly as possible.

Councilor Sullivan stated that shouldn't the City have a contract which specified the scope that they wanted? If Winterbrook went beyond that, the contract could be amended. Otherwise, the City had no way of speeding up the process from April, 2014.

Mayor Dominick stated Winterbrook could ask for additional time.

Councilor Crume stated they realized that those two pieces of property needed to be dealt with quickly. The time frame would be for continuous work for more than just those two pieces. Understanding that theory, that's probably why that date was put in. What if the Council added in that these two pieces were to be done within 60-90-120 days, or whatever, but left the rest of the contract alone.

Mayor Dominick stated he was under the impression that this contract was strictly for these two pieces of property, rather than the entire process.

Mr. Henry stated it was his understanding this was the first concrete step towards the entire process. He believed the Industrial Lands Committee made an excellent recommendation, going after the two pieces at the same time, and using this to bring in additional land.

Mayor Dominick stated he misunderstood on Thursday, then, because he thought this $50K was specifically directed at the two sections of property described on the map of ~205 acres each; it was not the beginning of the entire process.

Mr. Henry stated the focus of this contract was those two pieces, yes, but in the process of getting those two going, keep the process rolling along.

Mayor Dominick asked if that wouldn't that be a secondary contract?

Mr. Henry stated there would be follow-up contracts to bring in other parcels.

Councilor Sullivan stated if the City did sign the contract, the City had no way of speeding the process up. There would be no obligation by Winterbrook to provide anything until April, 2014. He wanted the contract to read what the City wanted. If there was a problem with the timeline, then open it back up for discussion with Winterbrook.

Larry Sullivan, City Attorney, stated there would potentially be two separate contracts. The first contract would complete the steps that were outlined in the contract before the Council, specifically for those two parcels. It would have a shortened timeline, with the understanding that information gathered and used with regard to those two parcels would be used for additional properties. It would be possible to reword the existing contract, adding a paragraph identifying those two parcels, with a shorter timeline.

Mayor Dominick stated he received information that day about the possibility of a discussion with the landowners to help with the reimbursement.

Mr. Sullivan stated if the Council wanted those two parcels specifically addressed, the Council had some options. First, they could delegate the authority to the City Manager to negotiate a contract that would accomplish what the proposed contract did, but focusing on those two parcels, with the shortened timeframe. Or, they could renegotiate the timelines in the existing contract.

Jackson Fox moved, seconded by Dan Jones, that the Mayor and City Council, sitting as a Local Contract Review Board, approve a Personal Services Contract with Winterbrook Planning, in an amount not to exceed $50K, for the Industrial Lands Development technical assistance, without soliciting proposals from other consultants, contingent to property owners to repayimg the $50K at sale closing; also, the money to come from the Stelling sale. The contract must meet timelines set forth by City Manager and these interested parties, and the contract must meet staff's recommendations of these changes to the contract. NO VOTE.

Mr. Sullivan reminded the Council there were two motions necessary, and they needed to be read in order.

Councilor Sullivan stated the staff report recognized three sources of financing. One was $65,387 from the Economic and Enhancement Grant Fund. Could that really be used for this purpose?

Mr. Henry stated he had not researched it thoroughly, but he had been told that it could.

Councilor Sullivan stated if they used grant funds, it might not be reimbursable.

Councilor Crume asked for verification on the timeline stated by Councilor Fox.

Councilor Fox stated he wanted Council to direct staff to exactly the discussion held earlier. He liked the 90 or 120-days; he didn't want to go until April, 2014. It needed to happen on the city's timelines, or not at all. Why did the motions need to be in a particular order?

Mr. Sullivan stated it was because of the way the original resolution was drafted, that authorized the Council to approve Personal Services Contracts without going out to bid. Council had to declare, sitting as the LCRB, that the particular contract under discussion was truly a Personal Services Contract, as defined under the City resolution authorizing those contacts. The first motion was the Council declaring a Personal Services Contract under Section 7.1 of the Ontario Financial Policies Manual. Once done, they could approve the contract.

Councilor Fox withdrew his initial motion.

Councilor Jones withdrew his second.

Jackson Fox moved, seconded by Dan Jones, that the Mayor and City Council, sitting as a Local Contract Review Board, declare that a contract between the City and Winterbrook Planning to provide technical assistance in connection with the identification of large parcels of land in northern Malheur County suitable for industrial development is a personal services contract under Section 7.1 of the Ontario Financial Policies Manual. NO VOTE.

Councilor Sullivan stated he was sure there was a lot of interest on this issue, and last Thursday he had been very vocal against moving forward with this process because he didn't feel it had been put before the citizens, providing them an opportunity to comment about what parcels would be put into play. Following discussions with several Councilors, Representative Bentz, and others, he was assured there would still be a process that would allow citizens to partake in the process and to provide input as to how to move forward with this, even after this current process was started. He believed that was crucial to the process, and that was why he now felt much better with moving forward.

(MOTION COPIED HERE FOR EASIER TRACKING)
Jackson Fox moved, seconded by Dan Jones, that the Mayor and City Council, sitting as a Local Contract Review Board, declare that a contract between the City and Winterbrook Planning to provide technical assistance in connection with the identification of large parcels of land in northern Malheur County suitable for industrial development is a personal services contract under Section 7.1 of the Ontario Financial Policies Manual. Roll call vote: Crume-yes; Fox-yes; Fugate-yes; Jones-yes; Sullivan-yes; Verini-yes; Dominick-yes. Motion carried 7/0/0.

Jackson Fox moved, seconded by Dan Jones, that the Mayor and City Council, sitting as a Local Contract Review Board, approve a personal services contract with Winterbrook Planning, in an amount not to exceed $50,000, for industrial lands development technical assistance, without soliciting proposals from other consultants, contingent to property owners repaying the $50,000 at sale closing; the $50,000 of the Ontario money to come from the Stelling sale; contract must meet timelines by January 15, 2013, and also the changes made and recommendations made by the Council to staff, or staff to make those changes in that contract. NO VOTE.

Councilor Crume asked Mr. Sullivan if they needed to change, or would it be wise to change, the $50,000 figure in the motion, to state the exact fees the City expended, because it might not be $50,000.

Mr. Sullivan stated that would make sense, because it could also be more than $50,000. There might also be other expenses incurred by the City. One difficulty with the reimbursement language was that if the motion said the approval of the contract was contingent upon the agreement of the landowners to provide that reimbursement, that meant that an agreement with those landowners would have to be arrived at, and signed before the City was going to be able to sign a contract with Winterbrook. That would interfere with the timeline.

Councilor Fugate asked what they had done with the Wada property.

Mr. Sullivan stated the Winterbrook contract was entered into a long time before the formal contract on the Wada property was entered into.

Councilor Sullivan verified they were currently in a contract with Winterbrook to develop a preliminary study – had the City received an update on how much work they had done on that contract, and how much of the $6,500 was remaining on that?

Councilor Fox thought that money would roll into the $50K.

Mayor Dominick stated they had not heard that from staff at the Thursday Study Session.

Councilor Sullivan stated the $6,500 had come from the loan fund.

Mr. Sullivan stated a point on what Councilor Fox raised about getting that reimbursement from the land owners, the way of doing it would simply be to have a separate motion stating whatever expenses were incurred in connection with these contracts would be recouped by the city as part of the annexation and rezone process.

Councilor Fox amended his motion to include what Mr. Sullivan had just stated.

Councilor Sullivan wanted to clarify how Mr. Sullivan's statement would be done. Would the City put a lien on the property specifying that the City would be repaid from the sale of the property?

Mr. Sullivan stated they could make it a contingency to the annexation that those costs would be repaid to the city at that time. Once they got to the annexation portion, to complete the process, there would be an additional expense. That could be done as a separate motion.

Jackson Fox moved, seconded by Ronald Verini, to amend the main motion to say that the $50,000 was to be reimbursed by property owners at annexation time. NO VOTE.

Mr. Sullivan asked if they wanted to limit it to the $50K? They might want to say the City's out of pocket costs.

Jackson Fox moved, seconded by Ronald Verini, to amend the main motion to say that the $50,000 was to be reimbursed by property owners at annexation time. Roll call vote: Crume-yes; Fox-yes; Fugate-yes; Jones-yes; Sullivan-yes; Verini-yes; Dominick-yes. Motion carried 7/0/0.

(RESTATED MAIN MOTION BY CITY RECORDER):
Jackson Fox moved, seconded by Ronald Verini, that the Mayor and City Council, sitting as a Local Contract Review Board, approve a personal services contract with Winterbrook Planning, in an amount not to exceed $50,000, for industrial lands development technical assistance, without soliciting proposals from other consultants, with the $50,000 reimbursement paid back at such time as a condition of annexation, by the property owner, with the City's $50,000 coming from the Stelling property; contract must meet timelines by January 15, 2013, and also the changes made and recommendations made by the Council to staff, or staff to make those changes in that contract. NO VOTE.

Councilor Sullivan asked that instead of a condition of, if they made it at time of sale, would that compromise the City's position?

Mr. Sullivan stated if the sale occurred before the annexation, the City wouldn't have any control over that. It would have to be a lien put on the property.

Councilor Fox moved to previous question, which called for a vote.

Mayor Dominick stated he understood that, but he believed there were still discussions going on, and he wanted to hear from all the Councilors before ending discussion.

Mr. Sullivan stated the problem with the current motion was that it was unwieldy, and it might not have captured everything the Council wanted. If there was a first motion that read something like *"I move that the Mayor and City Council, sitting as a Local Contract Review Board, approve a personal services contract with Winterbrook Planning, in an amount not to exceed $50,000, for industrial lands development technical assistance, <u>for two specific parcels to be identified in the contact,</u> without soliciting proposals from other consultants, <u>and meeting the timelines required in connection with those parcels"</u>*, something like that, and have that be the first motion. Then

have a second motion that read *"That at the time those parcels were annexed into the City, the landowners would be required to repay all costs incurred by the City in connection with the annexation and rezone of those parcels,* and all the other points that were in that motion.

Mayor Dominick stated it would be to include that the timelines must be met, and the recommendations by the Council would be included in the contract.

Mr. Sullivan stated the first motion he proposed would include references to those specific timelines, without specifically tying it to 90 or 120-days. They also didn't need to determine the source of the funds ($50K) in the motion. That could be dealt with following the motion to approve the contract.

Councilor Sullivan stated then the collection of funds could be left to the discretion of the Council.

Mr. Sullivan stated the only hold the City had over the landowners, was that the City ultimately had to approve the annexation and rezone of the property. That was the cooperation the landowners needed from the City. He didn't see where the City had any authority to require the landowners to repay that loan, except during that process. The City didn't have a right to require those landowners to sign a lien document, except in connection with the annexation.

Mayor Dominick suggested withdrawing the previous motions, as they had become quite convoluted, and Mr. Sullivan had provided some suggestions for clearer language. However, there was currently a motion and second on the floor.

Councilor Sullivan asked for history on how this was done with the Wada property.

Mr. Sullivan stated on the Wada property, they had signed a Note and Trust Deed to authorize the repayment of that money upon the sale of the property. But by then, all the work had been done. Therefore, they knew exactly how much was going to be spent.

Mayor Dominick asked if Councilor Fox would withdraw his motion.

Mr. Sullivan stated to start clean, they needed to withdraw the previous motion.

Councilor Fox withdrew his previous motion.

Councilor Verini withdrew his second to the previous motion.

Councilor Jones agreed.

Jackson Fox moved that the Mayor and City Council, sitting as a Local Contract Review Board, approve a personal services contract with Winterbrook Planning, in an amount not to exceed $50,000, for industrial lands development technical assistance, without soliciting proposals from other consultants. The $50K is to be repaid by property owners at sale closing, and the contract must meet the timelines required by interested parties. NO SECOND, NO VOTE.

Mr. Sullivan stated if the contract had language in it saying that the cost of the contract was to be reimbursed...the reimbursement portion by the property owners had nothing to do with Winterbrook. That was a separate issue that staff was going to have to negotiate, completely apart from anything that Winterbrook did. That was why he had concern about them being tied in together. He did not like it in the motions – it could create issues.

Jackson Fox moved, seconded by Dan Jones, that the Mayor and City Council, sitting as a Local Contract Review Board, approve a personal services contract with Winterbrook Planning, in an amount not to exceed $50,000, for industrial lands development technical assistance, without soliciting proposals from other consultants. Roll call vote: Crume-yes; Fox-yes; Fugate-yes; Jones-yes; Sullivan-yes; Verini-yes; Dominick-yes. Motion carried 7/0/0.

Jackson Fox moved, seconded by Dan Jones, that owners of said property repay the $50,000 paid by the City to Winterbrook Planning, at their sale of closing. Also, the City's contract with Winterbrook Planning must meet the timelines of the interested parties. NO VOTE.

Councilor Crume asked Councilor Fox if he wanted to add in language about "whatever the costs incurred amounted to", or to leave it at the set amount of $50,000?

Councilor Fox stated his intent was to do what the City Manager proposed.

Jackson Fox moved to amend his motion, seconded by Dan Jones, that owners of said property shall repay the costs incurred by the City, paid by the City to Winterbrook Planning, at their sale of closing. Also, the City's contract with Winterbrook Planning must meet the timelines of the interested parties. NO VOTE.

Councilor Sullivan had a question on the motion - not to exceed $50,000?

Tori Barnett, City Recorder, stated no, it was to repay the amount incurred; there was no $50,000 amount in this motion anymore.

Councilor Fox stated there was $50,000 in the main motion.

(MOTION COPIED HERE FOR EASIER TRACKING)
Jackson Fox moved to amend his motion, seconded by Dan Jones, that owners of said property shall repay the costs incurred by the City, paid by the City to Winterbrook Planning, at their sale of closing. Also, the City's contract with Winterbrook Planning must meet the timelines of the interested parties. Roll call vote: Crume-yes; Fox-yes; Fugate-yes; Jones-yes; Sullivan-yes; Verini-yes; Dominick-yes. Motion carried 7/0/0.

Mr. Sullivan stated there was a draft contract with Winterbrook that was circulated amongst the Council. The motion didn't necessarily approve that specific contract. Did the Council give authority to the City Manager to renegotiate that language to identify those specific parcels, and to have the timeline modified?

Councilor Fox stated that was his intent.

Mayor Dominick stated the motion did not specifically direct the City Manager to do so, but they had approved the Personal Services Contract, so it should be the City Manager's responsibility to take care of that. Did Council concur?

Consensus yes.

Councilor Sullivan asked if they had received any type of status on the existing contract with Winterbrook. Had the City been billed for any portion of it?

Mr. Henry stated the City had not been billed on any portion, and they had not received an update.

Lisa Hansen, Finance Director, offered her apologies, but the City had received a bill from Winterbrook.

Mr. Henry stated the City had received an invoice for $6,463.28. On the scope of the bill, it covered: ongoing coordination with Chuck Mickelson and Grant Young, DLCD regarding preservation of the work program budget and schedule that maximizes the chances of a successful industrial lands urban growth area amendment; research background economic development on the facilities transportation and UGA alternatives documents prepared by Eco-Northwest, Winterbrook and others, from 2006 to 2009; prepare draft layout for Request for Proposal; prepare for and travel to Ontario on August 2nd and 3rd for meetings with Oregon Business Development, Representative Cliff Bentz, Economic Development Committee members, city and county staff, the Mayor and City Council; evaluate residential land needs for a twenty-year planning period; identify vacant and partially vacant

industrial lands on the current comprehensive map; determine that the Heinz property is already considered unbuildable in the 2007 BLI (ie. it is unavailable due to current use); coordinate with Grant; respond to questions from Riley Hill and City Council member Jackson Fox regarding UGB questions and issues; coordinate with Grant and Alan Daniels regarding trade option; review transportation plan for urban reserve area; phone conversation with Alan Daniels regarding a) progress on sale of city-owned property and b) new electronics developer from California that is interested in large 200+ acre site along Highway 30; decision to put a hold on the RFP contract and focus instead on probably UGB amendment for this specific employment use; discuss unfolding events internally with Winterbrook staff and Grant Young to close the loop. There were 46.05 billable hours ($6,097.25) and expenses ($366.03), for a total of $6,463.28.

Councilor Sullivan asked if there was anything in there that pertained to the new contract that could cut the timeline down. If they had all that background, it seemed the site needs analysis might already be done.

The Council directed the City Manager to find out from Winterbrook.

Mr. Henry stated he had noticed that the scope of work was different between the two contracts. He didn't know if that would be available to roll into the $50,000.

Mayor Dominick stated for that $6,500, he was expecting a full report. What Mr. Henry just read was a synopsis of Winterbrook's work, not a scope of service, or what they asked for in having things identified, and what the next step in the process would be.

Councilor Jones wanted that report as soon as possible.

Councilor Sullivan stated based on their product, the Council might want to tighten up the contract language some more.

CONSENT AGENDA

Consensus of the Council to pull the Lift Station emergency repair bill (page 5) payable to Riverside, Inc., for $10,129.70, from the bills.

Mayor Dominick abstained from voting, as his company had an invoice on the bills.

Charlotte Fugate moved, seconded by Norm Crume, to approve Consent Agenda Item A: Approval of the Regular Minutes of 10/01/2012; Item B: Resolution #2012-123: General Supply Budget Change (OPD); Item C: Ordinance #2670-2012: An Ordinance Adopting the Findings of Fact and Annexing into the City a Parcel of Real Property Located at 45 North Dorian Drive and Changing its Zone Classification from UGA-Residential to RS-50 Single Family on Second and Final Reading by Title Only; Item D: Declaration of Surplus Property: OPD 2006 Honda Motorcycle; and Item E: Approval of the Bills. Roll call vote: Crume-yes; Fox-yes; Fugate-yes; Jones-yes; Sullivan-yes; Verini-yes; Dominick-abstain. Motion carried 6/0/0/1.

PUBLIC COMMENTS

Ruth Rolland, Ontario, stated *"I'm here to speak to the City Council and the citizens of Ontario about respecting its workers, the Public Works employees, and to let them know that I support these people, and they have not been treated fairly by the City Council. They deserve better treatment under their labor contract. Their contract should be bargained in a fair way. So I want everyone to understand that they have not been treated fairly by the City Council. Thank you."*

(typed from the hand-out provided by Mr. Wiedeman)

Loren Wiedeman, Vale, City of Ontario employee, stated: *I feel compelled to address what is happening within the City. I have been a City employee for 20 years. I have consistently performed my job to the best of my ability and take great pride in a job well done. I am not far from retirement, but I am about to lose a big chunk of what I've worked for. The union contract for the Public Works employees expired July 2011. The City Council has chosen to take a hard line. There have been no true negotiation and I don't feel the Council is bargaining in good faith. They are offering no raises for the entire 3-year contract, even though the employees have not had a rinse since 2009. The Consumer Price Index has risen more than 5% since that time. They are also taking away the Teamsters insurance we have had for 20 years. They want it replaced with coverage from Citycounty insurance Services that requires a $4,000 deductible. According to City management, CIS has threatened to drop their liability coverage unless all the union employees are also enrolled into their plan. Management has said that CIS cited a lawsuit in Medford referencing Teamsters insurance, and is claiming it is "too risky" to cover the liability if the Council continues to allow union employees to be covered by Teamsters. However, the lawsuit in Medford isn't even concluded and proves nothing. There are many other cities that use both CIS and Teamsters without conflict. Either CIS is trying to blackmail the City by forcing them to take their coverage, or the Council is not being honest with the employees. There are also many other insurance companies and plans that could provide coverage for union employees, but no other option has been given to us. Something doesn't add up. The Council recognizes that this insurance coverage is a part of an employee's wage package. They also know that one of the stipulations from CIS is that an employee cannot be doubly covered. If they have the opportunity to receive coverage through their spouse's employment, they must make a choice between that coverage and CIS. If an employee's spouse has better coverage, it makes sense to opt for that, but if they do so, the amount that the City would have spent on their insurance coverage simply goes back into the City's bank account. In essence, the employee's wage package does down by that amount. There is no compensation for that loss, the City just pockets that portion of an employee's wages.*

Mayor Dominick stated for general information, the Agreement was on the City's website and at the City Hall front desk.

OLD BUSINESS

Resolution #2012-119: Authorizing the Reallocation of Expenditures within the Water Fund Contingency for Various Repairs

Bob Walker, Public Works Director, stated this agenda item was to obtain the approval of the City Council to transfer $118,188 of funds from the Water Contingency Fund to three accounts in the Water Treatment Plant Operations Budget.

Due to past maintenance practices at the Water Treatment Plant, there had been several equipment failures, and staff had also uncovered some electrical situations that posed a danger to personnel or anyone else that visited the facilities. These items had been presented to both the City Council and the Public Works Committee over the past several months to keep them informed of the situation. As a result of these emergency repairs, the second year of the biennium's budget has been negatively affected: Chemical, Fertilizer & Seed ($313); General Supplies & Maintenance ($5,083); Contract Services ($34,968); and Equipment Repair ($77,824). Therefore, the Public Works Department was requesting a transfer of $118,188 from the Water Contingency Fund to the four accounts as listed in Resolution #2012-119. This request was presented to the Public Works Committee on August 23, 2012, and they approved a recommendation to the City Council for approval of this request.

There was a current balance in Water Operating Contingency of $1,275,886. Water Fund Contingency history (line 105-160-871000) was for an original approved budget for the 2011-2013 biennium of $1,275,886; per proposed Resolution #2012-119, a transfer amount of $118,188, would leave a balance in the fund of $1,157,698.

Jackson Fox moved, seconded by Ron Verini, that the City Council adopt Resolution # 2012-119, A RESOLUTION AUTHORIZING A REALLOCATION OF EXPENDITURES WITHIN THE WATER FUND FOR REPAIRS. Roll call vote: Crume-yes; Fox-yes; Fugate-yes; Jones-yes; Sullivan-yes; Verini-yes; Dominick-yes. Motion carried 7/0/0.

Rectangular Rapid Flash Beacon Bid Award: 2012-2013 ODOT Bicycle and Pedestrian Program Grant Agreement #27208 for Enhanced Pedestrian Crossings at Three Locations

Bob Walker, Public Works Director, stated bids were due August 22, 2012 for the purchase of three RRFB systems for three locations in Ontario: Site 1: SW 4th Avenue and SW 7th Street – Skate Park; Site 2: SW 4th Avenue and SW 24th Street – Boys and Girls Club; and Site 3: North Oregon Street and NW 8th Avenue – Mallard's corner. Request for quotes were sent to four companies who have been in contact with the City over the past year. The response was as follows:

Company	Bid
Northwest Signal (Oregon)	No Bid
Coral Sales (Oregon)	No Bid
Spot Devices (Nevada)	$49,390.00
Traffic Safety Supply (Oregon)	***$43,508.00***

At the Sept. 17, 2012 City Council meeting, staff was asked to set out traffic barrels or cones and review the impact it had on drivers who were driving in the center lane. There appeared to be little impact at the North Oregon Street/NW 8th Street location, as drivers were slowing with enough time to turn left (south) on NW 8th Street. The barrels on SW 4th Avenue at SW 7th Street were situated so as not to prohibit left (south) turning movements into the Rite Aid, and bus drivers were not turning left (north) onto SW 7th Street SW 4th Avenue. The barrels on SW 4th Avenue at SW 24th Street were situated so as not to prohibit left (south) turning movements into the parking lot nearest Lindsay Ecowater, and a majority of the parents who were dropping off or picking up children at the Four Rivers Charter School were utilizing the trailer park driveway to the west, increasing the distance between the Charter School entrance and the departing school traffic, while at the same time lengthening the center lane for driving.

On April 18, 2011, the City Council approved Intergovernmental Walkway/Bikeway Project Agreement No. 27208, 2012-2013 Pedestrian and Bicycle Program Grant for Ontario Enhanced Pedestrian Crossings between the City of Ontario and the State of Oregon; on August 30, 2012, the City Council requested an update on the RRFB project; and on September 17, 2012, the Council postponed the bid award for 30 days.

This agreement provided for funding Rapid Flash Beacons at three mid-block crosswalk locations. Funds were being provided by the State of Oregon in the amount of $207,680 and the City would provide a match in the amount of $32,300 in the form of removal and replacement of sidewalk, ADA detectable warning ramps, curb and gutter, center lane medians and asphalt. This agreement authorizes up to $207,680 of grant funds for the specialized pedestrian crossings. The city's share of $32,300 could be either in kind or funded from the Bike Path/Pedestrian Reserve Fund. This past summer, the Public Works Committee asked city staff to make contact with all immediate property owners and tenants at all three locations. The responses were mostly favorable.

Councilor Jones asked the cost of each sidewalk.

Mr. Walker stated it was $40K per sidewalk, completely installed.

Ron Verini moved, seconded by Charlotte Fugate, that the City Manager be signatory to an agreement with Traffic Safety Supply, located in Portland, Oregon, the lowest, responsive and responsible bidder, in the amount of $43,508.00, for three RRFB crosswalk systems. NO VOTE.

Councilor Jones stated it didn't make sense. The crosswalk by the Boys & Girls Club – there wasn't a crosswalk there now. There were no painted stripes, nothing. There was a school zone there, with no painted crosswalks, and now they wanted to put in a cement median in the middle of the street. It seemed they were doing it just to appease the bicycle-pedestrian program. He totally disagreed with that location. The one downtown – he hadn't seen a single person on that sidewalk – they would walk into a fence. His stand on the project was a no – he totally disagreed with it. Maybe the one at Mallard's was needed, but that's as far as he would go on this project.

Councilor Sullivan stated he would like Public Works to come before the Council in the future, before any grants were applied for. He thought they could have done the project even cheaper than the state could. He didn't want to turn this grant down, as it might jeopardize getting grants in the future. The Council should prioritize them.

Councilor Fox stated his agreement with Councilor Sullivan, but also with Councilor Jones. The sidewalk by Mallards (on Oregon) was alright, but he would have to say no on the other two locations.

(MOTION COPIED HERE FOR EASIER TRACKING)
Ron Verini moved, seconded by Charlotte Fugate, that the City Manager be signatory to an agreement with Traffic Safety Supply, located in Portland, Oregon, the lowest, responsive and responsible bidder, in the amount of $43,508.00, for three RRFB crosswalk systems. Roll call vote: Crume-yes; Fox-no; Fugate-yes; Jones-no; Sullivan-yes; Verini-yes; Dominick-yes. Motion carried 5/2/0.

NEW BUSINESS

Resolution #2012-124: Approval of New Collective Bargaining Agreement with Local 3464, International Association of Firefighters

Larry Sullivan, City Attorney, stated the city's last collective bargaining agreement with the union employees in the fire department expired on June 30, 2011. The City Council designated negotiators to negotiate a new agreement with the union employees' bargaining unit, Local 3464 of the International Association of Firefighters. The City Council was periodically briefed in executive session on the status of negotiations. The negotiators have tentatively agreed on the terms of a new three-year agreement from July 1, 2011, through June 30, 2014, subject to the approval of the City Council. The terms of the proposed Collective Bargaining Agreement conformed with the terms discussed with the Council in executive session.

David Sullivan moved, seconded by Jackson Fox, that the Mayor and City Council adopt Resolution 2012-124, A RESOLUTION APPROVING A COLLECTIVE BARGAINING AGREEMENT WITH LOCAL 3464, INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, FOR A TERM FROM JULY 1, 2011 THROUGH JUNE 30, 2014. Roll call vote: Crume-yes; Fox-yes; Fugate-yes; Jones-yes; Sullivan-yes; Verini-yes; Dominick-yes. Motion carried 7/0/0.

CORRESPONDENCE, COMMENTS, AND EX-OFFICIO REPORTS

- Mayor Dominick gave kudos to Chief Alexander and his department for apprehending those responsible for shooting out 60+ car windows.
- Councilor Sullivan stated he would like to see a year-end report from the golf course.
- Councilor Sullivan asked that the city get involved in finding some resolution to the weed problems along Idaho Avenue.

ADJOURN

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

APPROVED:

Joe Dominick, Mayor

ATTEST:

Tori Barnett, MMC, City Recorder