

COUNCIL MEETING MINUTES

October 17, 2011

The regular meeting of the Ontario City Council was called to order by Mayor Joe Dominick at 7:00 p.m. on Monday, October 17, 2011, in the Council Chambers of City Hall. Council members present were Norm Crume, Joe Dominick, Jackson Fox, Dan Jones, David Sullivan and Ron Verini. Charlotte Fugate was excused.

Members of staff present were Henry Lawrence, Tori Barnett, Larry Sullivan, Mark Alexander, and Lisa Hansen. The meeting was recorded on tape, and the tapes are available at City Hall.

David Sullivan led everyone in the Pledge.

AGENDA

Consensus to add Item 6A(1) to the agenda – Contract with Goodman Oil.

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

CONSENT AGENDA

Ron Verini moved, seconded by David Sullivan, to approve Consent Agenda Item A: Approval of the Regular Minutes of 09/19/2011; Item B: Approval of Minutes of Telephonic Meeting of 10/04/2011; Item C: Proclamation – Ontario Hunger Awareness Week October 17-21, 2011; and Item D: Approval of the Bills. Roll call vote: Crume-yes; Fox-yes; Fugate-out; Jones-yes; Sullivan-yes; Verini-yes; Dominick-yes. Motion carried 6/0/1.

Mayor Dominick read the Proclamation into the record:

WHEREAS, Oregon Food Bank, Southeast Oregon Services (Ontario) distributes an average of 65,000 pounds of food per month and in these difficult economic times hundreds of families are seeking emergency and supplemental food for themselves and their families; and,

WHEREAS, Distribution of emergency food has increased more than 70% in Ontario and the surrounding area since 2005 and more than 1600 individuals in Ontario access meals from emergency and supplemental food programs on a monthly basis and more than 33% of those receiving emergency and supplemental food assistance are children; and,

WHEREAS, The Ontario Community welcomes and recognizes the work of the Oregon Food Bank Network, Oregon Food Bank, and especially Oregon Food Bank-Southeast Oregon Services in their ongoing efforts to end hunger and its root causes because no one should be hungry; and,

WHEREAS, I challenge every Ontario citizen to join in the fight against hunger by taking one positive action this week to help those in need; and,

WHEREAS, Ontario welcomes representatives of the Oregon Food Bank Network to our community during the month of October.

NOW, THEREFORE, I, Joe Dominick, Mayor of the City of Ontario, Oregon, do hereby proclaim October 17th through October 21, 2011 to be *Ontario Hunger Awareness Week* and encourage all Ontario citizens to join in this observance.

COMMENTS

Mayor Dominick presented the LOC Silver Award Safety Award, given to the City at the 2011 LOC Conference, to the City of Ontario and former Human Resources Director Lisa Hansen, and thanked Ms. Hansen for her work in keeping the employees safe, and for reducing costs to the citizens of Ontario.

Mayor Dominick informed the Council that City Recorder Tori Barnett had just been inducted as the 2011-2012 President of the Oregon Association of Municipal Recorders. Ms. Barnett would not only be representing Oregon Recorders, but would also host the 2012 OAMR Conference in Ontario next September, and represent Oregon at the International Institute of Municipal Clerks in Portland next May.

NEW BUSINESS

Change Order: Septage Receiving Facility

Bob Walker, Deputy Public Works Director, stated the purpose of this agenda item was for approval from the City Council to authorize the City Manager to approve the \$26,600 Change Order on the Septage Receiving Facility.

On September 16, 2010, during a Council Work Session, Deputy Public Works Director Bob Walker requested an additional \$65,000 to increase the budgeted amount for the Ontario Septage Receiving Facility from \$240,000 to \$305,000. Funding was to be provided from budgeted sewer projects which were complete and came in under budget. That request was approved. On April 14, 2011, Council authorized the City Manager to award the Septage Receiving Facility Equipment to Franklin Miller Inc. in the amount of \$149,900, for purchase of equipment only. The total project cost at that time was estimated at \$296,900. On June 20, 2011, Council approved the 2011-2013 budget, was included 11SEW-11 for \$295,000.

Currently, the septic disposal business owners in the area did not have adequate facilities to dispose of their wastewater. They presently used the Clay Peak Landfill in Payette, Idaho or the City of Caldwell Wastewater Treatment Plant in Caldwell, Idaho. There were several issues with the current disposal sites but the biggest one appeared to be the inability to utilize these facilities on weekends, during holidays, or after hours. As a large percentage of their business was emergencies which happened on weekends or after hours, the inability to dump their loads created problems for the septic business owners. The proposed City of Ontario Septage Receiving Facility would allow access by an electronic card reader system 24 hours per day, 7 days per week. With this type of operation available, the septic business owners would make Ontario their prime disposal site.

In order to determine rates to be charged for use of the Ontario Septage Receiving Facility, staff did a rate study of charges assessed by eight surrounding communities. Based upon that study, staff was proposing to assess septic disposal business owners \$0.08 per gallon. This rate was approved by the Public Works Committee at their December 16, 2010 meeting. If only three of the nine septic businesses in the surrounding area utilized the Ontario Septage Receiving Facility and had an average disposal rate of 25 loads per month at \$0.08/gallon, the monthly income to the City of Ontario would be approximately \$6,000 or \$72,000 per year. At this rate, it would require 4.1 years to pay back the investment. This was a conservative estimate as there were actually six septic businesses that would most likely utilize the Ontario Facility.

After conferring with the City Council at the April 14 work session, staff modified the design and site layout for the facility. Staff eliminated paving of the existing access road behind the Wastewater Treatment Plant, redesigned the equipment configuration in order to fit it into the existing headworks building, and eliminated the fill at the headworks site. By relocating the equipment into the existing headworks building, staff was able to eliminate the fill proposed on the south side of the existing headworks building as the septage truck would not have to drive in that area. In addition, the bid request did not include a pH meter which was essential for this type of facility. The

pH meter monitored the effluent from the septage trucks and if it was out of range, the equipment shut down and would not allow the septage hauler to complete the download. The proposed change order included \$9,100 for the addition of a pH meter and \$17,500 to the manufacturer for redesign of the equipment. The \$17,500 cost included a site visit by the manufacturer's engineers to determine modifications needed in order to fit equipment into the existing headworks building and a redesign of equipment to work not only for septage hauler unloading, but to accommodate waste from existing screens.

The revised cost estimate for the project, after inclusion of this Change Order, was \$295,000. The savings from not paving the road and eliminating the fill would be utilized to pay for change. It also provided for a contingency of \$13,261. As indicated above, at a rate of \$0.08 per gallon, the project would have a payback in less than five (5) years.

Mayor Dominick asked what document would set the fees?

Ms. Barnett indicated it would be by resolution.

Mayor Dominick suggested that the resolution include some type of yearly percentage increase to keep up with increased costs. Also, was there a meter that measured gallons?

Mr. Walker stated yes, it was automatically downloaded and direct billed to the consumer.

Mayor Dominick asked if the system had growth capabilities.

Mr. Walker stated it did.

Councilor Fox questioned the COLA.

Mr. Walker stated no study had been done; however, currently the prices were calculated out to repay the costs back in four years. A yearly percentage increase could be researched.

Mayor Dominick stated he just didn't want to lock in a cost for an extended period of time.

Councilor Fox stated the issue should be revisited at least every two years. It wasn't really a COLA if it was on machinery.

Ron Verini moved, seconded by David Sullivan, that the City Council authorize the City Manager to sign the Change Order for \$26,600 to Franklin Miller for the revisions to the Septage Receiving Facility contract. Roll call vote: Crume-yes; Fox-yes; Fugate-out; Jones-yes; Sullivan-yes; Verini-yes; Dominick-yes. Motion carried 6/0/1.

Contract with Goodman Oil for Demolition of Goodman Oil Gas Station Building

Larry Sullivan, City Attorney, stated the purpose of this item was to have the Council approve an agreement with Goodman Oil Company to demolish the building on the Goodman Oil property as a dangerous building and to lien the property for the City's demolition costs. There have been numerous Council discussions over the years about the demolition of the building on the Goodman Oil property as a nuisance abatement, including a discussion during the Council work session on October 13, 2011.

In 2010, the City building official, Dwayne Holloway, sent Goodman Oil Company administrative orders for the repair or demolition of the building located on the Goodman Oil property at 248 SW 4th Avenue, which staff determined was a dangerous building under City Code Section 4-5-7A. Goodman Oil Company was insolvent and failed to complete any of the required repairs.

City Code Section 4-5-8(D) authorized the Council to direct staff to repair or demolish any dangerous buildings when the owner failed to do so. Staff determined that the building could not be economically repaired and must be demolished as a nuisance abatement.

The Council packet also included a separate agenda report for approval of the low bid for the demolition of the Goodman Oil building. As noted in that report, the City attorney obtained the oral consent of Royce Goodman, the president of Goodman Oil Company, for the building demolition and for a \$12,000 lien on the property. The Agreement for Abatement of Dangerous Building was prepared for Goodman Oil to formally authorize the demolition of the building as a nuisance abatement and for Goodman Oil's consent to lien the property for those demolition costs in the estimated amount of \$14,000. That estimate had now been increased to \$16,000.

The proposed \$16,000, notice of claim of lien was a preliminary estimate that included the amount of the low bid award, plus the City's costs for staff time, additional expenses for permits, asbestos removal and legal fees. The original \$12,000 estimate was increased to include additional costs for removal of any remaining foundation after the removal of the underground storage tanks and hoist on the property by contractors hired by the Oregon DEQ. An amended claim of lien would be filed by the City for the actual costs incurred after all demolition work had been completed, including any amount in excess of the \$16,000 estimate. The agreement provided that if Goodman Oil did not reimburse the City for those demolition costs within 60 days of the date in which a final accounting for the demolition was mailed to Goodman Oil, the City would have the right to foreclose on the real property.

Councilor Crume confirmed that if Goodman didn't pay the costs after the demolition, after 60 days the city would foreclose on the property, and would own it. Didn't that mean the city would own property that had problems with contamination?

Mr. Sullivan stated if the city acquired the property through a foreclosure, it would be insulated from liability for that acquisition.

Councilor Sullivan asked about a Deed in Lieu of Foreclosure.

Mr. Sullivan stated DEQ would file a formal foreclosure.

Councilor Fox asked if Goodman Oil was solvent.

Mr. Sullivan stated that according to DEQ, Goodman Oil was not solvent.

Councilor Fox asked, for clarification: once the contract was signed, if Goodman Oil neglected to pay the demolition bill of approximately \$14-16K, the only recourse for the city was to take possession of the land?

Mr. Sullivan stated that was correct. At the Thursday work session, DEQ funding to do tank removal and to also pay for monitoring of the property. That meant that when DEQ was done, the property might have a fair market value.

Councilor Verini asked if there might be further contamination even after the tank removal.

Mr. Sullivan stated DEQ would remove any on-sight contamination, and then would monitor it. There was already some indication of some off-site contamination.

David Sullivan moved, seconded by Norm Crume, that the Mayor and City Council approve the Agreement for Abatement of Dangerous Building with Goodman Oil Company and authorize and direct the City Manager to execute the Agreement and proceed with the demolition of the building at 248 SW 4th Avenue as a dangerous building under City Code Section 4-5-8(D). Roll call vote: Crume-yes; Fox-yes; Fugate-out; Jones-yes; Sullivan-yes; Verini-yes; Dominick-yes. Motion carried 6/0/1.

Bid Award: Demolish Goodman Oil Gas Station to MVCI (\$8,750)

Larry Sullivan, City Attorney, stated the intent of this project was to remove the existing dilapidated and unsightly block building, including the sign, pumps and awning, located at 268 4th SW 4th Avenue. Due to contamination below ground, work would be completed with minimal disruption to the subsurface soil. Existing slabs, foundations and below ground storage tanks would remain undisturbed. All debris from the demolition would be removed from the site.

The Ontario Facilities Manager solicited three bids from qualified licensed contractors for the demolition of the old Goodman Oil gas station building located adjacent to city hall. The bid results were as follows: MVCI, LLC - \$8,750; Duane L. Bellows Construction, Inc. - \$14,650; and Warrington Construction Corporation - \$24,400.

The City Attorney arranged with the owner for the City to lien the property up to approximately \$16,000 for the demolition and other costs incurred by the City.

Mayor Dominick asked if the cost included reinstalling the perimeter fence?

Mr. Sullivan stated it did.

Mayor Dominick thanked the three companies who bid on the demolition; he was looking forward to having the eyesore removed.

Norm Crume moved, seconded by Dan Jones, that the City Council award a contract to MVCI, LLC, in the amount of \$8,750, for the demolition of the Goodman Oil site located at 268 SW 4th Avenue, and authorize staff to take any necessary actions to lien the property for the full costs of demolition, bidding, administrative, attorney fees, and related fees and costs. Roll call vote: Crume-yes; Fox-yes; Fugate-out; Jones-yes; Sullivan-yes; Verini-yes; Dominick-yes. Motion carried 6/0/1.

Approve Letter of Intent with Site Based Energy (SBE) to Install and Operate Solar Panels

Henry Lawrence, City Manager, stated this agenda item was to determine whether the City of Ontario should participate in a solar power pilot program conducted by Idaho Power.

A 2009 Oregon statute required power companies operating in Oregon, including Idaho Power Company, to participate in pilot programs for the generation of solar power. Essentially, Idaho Power paid its customers for the power generated by the solar (photovoltaic) panels installed on the property of its customers who participated in the pilot program at a rate of \$0.317/kWh for the entire 15 year life of the agreement (Schedule 88). The customer continued to pay for electricity used as they currently did during that 15 year period. Once the agreement expired, the customer could choose to negotiate a net metering agreement with Idaho Power that would offset electricity consumed at the location by that produced by the solar system.

Participation in the program required the submission of applications no later than October 3, 2011. Because of the short timeline given by Idaho Power, staff was required to determine whether to submit applications for participation in the pilot program without Council input. Staff submitted applications for the installation of ten solar panels under the program, which were approved by Idaho Power that same day. The locations selected for this project were the Ontario Aquatic Center; Wastewater Treatment Plant (3 meters); City Hall; Public Works Shop; Water Treatment Plant (2 meters) and; Ontario Golf Club (2 meters).

The next step in the pilot program was for each successful applicant to pay Idaho Power, within seven days, an application fee equal to \$500 per meter/installation. Under the city's application, this fee would be \$5,000 for the ten meters selected. Staff had seven days from October 3, 2011, within which to pay the \$5,000 application fee or forfeit participation in the program. The payment to Idaho Power had to be postmarked by October 10, 2011.

Staff negotiated with an outside financing company, Site Based Energy (SBE) of Hailey, Idaho, to pay that fee on the city's behalf. SBE agreed to do so in an email sent to city staff on October 10, 2011. The \$5,000 fee to Idaho

Power was refundable so long as the city completed installation of the solar panels within the 12 month deadline discussed in the Idaho Power Overview. If a financing contract between SBE and Ontario was approved by the Council, SBE would purchase the panels at SBE's expense, hire contractors to install the panels, and maintain the panels in accordance with Idaho Power's specifications and timelines. SBE would lease the space required for the project from the city at the cost of \$1 per year until full ownership of the project was transferred to the city. Idaho Power will also refund the \$5,000 application fee if Idaho Power decided not to award a Capacity Reservation to the city as discussed in the Overview.

At this point, if the City Council decided not to proceed with the Idaho Power Pilot Program, the city would have to repay SBE the \$5,000 they paid on the city's behalf.

SBE sent staff a spreadsheet showing anticipated returns to the city for participating in the program. SBE's proposed financing arrangement would allow the city to own the solar panels paid for by SBE after approximately eight years, after repaying SBE from the Idaho Power payments received by the city under the pilot program. Once the panels were owned by the city beginning in the ninth year after installation, SBE projected the City would receive annual payments totaling \$299,894 over the remaining 17 year lifespan of the panels. Staff recognized that this projection was based on assumptions that might prove to be inaccurate.

Mayor Dominick stated if SBE leased the land where the panels were located, what was that rate?

Mr. Sullivan stated the lease was nothing more than an authorization to SBE to have access to the property.

Mayor Dominick asked if SBE would consider a 50/50 cost on this, instead of the seven, then eight year. If the city went the proposed route, the city needed more of a commitment from SBE that they weren't taking all the money right away.

Mr. Sullivan stated the proposal before the Council was not to approve a contract; it was to authorize staff to continue to negotiate with Idaho Power and SBE to participate in the program. They planned to bring back a formal contract with Idaho Power and SBE to the Council before signing, with a final letter of intent with SBE and the city. If the Council authorized the current action, it would not impose a commitment on the city with SBE.

Mr. Lawrence stated this was only to the authorization to continue. It would most likely be around 45-60 days before it would actually come back for action.

Councilor Fox asked about the \$5K that was paid on the city's behalf.

Mr. Lawrence stated it was paid to lock in the 10 spots the city wanted.

Mr. Sullivan stated he had received an email from SBE saying they would apply the \$5K, with the expectation of being reimbursed. If the city moved forward with this project, within 12 months, Idaho Power would reimburse the \$5K to the city, who would then reimburse SBE. If the city opted to not go forward with this program, the city would be obligated to reimburse SBE the \$5K. The expenditure/commitment of the \$5K had not come before the Council for approval, as a decision had to be made due to a deadline. It was either authorize the expenditure or lose out on the deal. Staff was now obligated to pay \$5K.

Councilor Fox asked a company would court the city, why would the city agree to pay anything before anything was even done? SBE would be the one making the profit. Why was tax payer money obligated without Council approval? After hearing Councilor Crume's comments last week, it was clear that Idaho Power would simply increase their rates, passing the increase on to the tax payers/rate payers.

Councilor Crume had spoken to Representative Cliff Bentz last week, who was fully aware of the program when he took office in 2008. One of the first things done in the House was to slow down on the quantity of this type of program. This expense would go back on ratepayers. On this current deal, if something was too good to be true, it

was. This firm was willing to invest their own money, because they would make a profit. It was unknown how much, but there would be tax write-offs on the federal side. Councilor Crume believed this was nothing more than a legal Ponzie scheme. For the city to gain money over a 15-year period of time, who was paying for it, and for what reason? Everyone who paid federal taxes paid for it. For the city to gain some money, it was on the backs of the rate payers and tax payers. He just couldn't understand it, and couldn't believe they would be looking at doing this. They couldn't operate their own businesses that way. Idaho Power was forced by the State of Oregon to do this for "green" renewable energy. He strongly encouraged the Council to really think about it. He would be voting no on the project.

Councilor Sullivan asked if Councilor Crume intended to vote no on every government grant?

Councilor Crume stated no, there were some viable projects.

Councilor Verini stated he would like the opportunity to study solar power. It warranted a very serious look. It was a benefit to the citizens, and it was green. To pass up an opportunity to participate in solar would be a disservice.

Councilor Sullivan stated they were already in by \$5K, they might as well do more research, but not on a 25-year term. Shorten the scope. Even the 12-year term had him concerned. Were there reserves in the amortization schedule? The reality was the city has money flashed in front of them for a myriad of reasons. He disagreed with many of the grants the city accepted, but if it was going to be run like a business, they had to be smart and take advantage of it.

Mayor Dominick stated if the contract was worded correctly, it might result in not having to raise rates. To not wait the 12 years, would offset utilities to the customers. He was in agreement that they should continue to explore this issue. If they got into an impasse in the contract, the city could back out.

Councilor Crume stated he had been informed by Representative Bentz that there was an Oregon firm that built solar panels, and SBE and stated they would be using foreign companies.

Mr. Sullivan stated the panels could be purchased from wherever. If the Council wanted to proceed, and look at purchasing the panels from SBE, the option was there to ask SBE to use the Oregon company.

Councilor Fox reiterated this was going to be a cost to the rate payers. It didn't lower anything to the tax payers. It was no different than if the building permit prices were raised. The contractor would mark their costs up, and pass it off to the end user. He would be voting no on the action.

Councilor Sullivan stated that was for Idaho Power to worry about.

Councilor Crume stated Salem was forcing this. Someone needed to stand up against things that didn't make sense.

Councilor Jones stated the city was on the hook for the \$5K, regardless. The vote before them was for authority to proceed with information gathering.

Councilor Fox stated it was also about spending \$5K without Council approval.

Mayor Dominick stated that was a separate issue. As the city was already obligated, he agreed staff should continue to research the program.

Mr. Sullivan stated if the Council approved the motions, it simply meant Council supported staff spending time on the issue, to gather information, to finalize contracts with SBE and Idaho Power, to bring back before Council. To not approve the motion, then there would be further action on the project.

Mayor Dominick suggested rewording the motion if they were not comfortable with how it currently read.

Mr. Sullivan stated Idaho Power had the \$5K. The terms of the pilot program required that the applicant have the system on-line within 12 months of the time the Certificates of Participation were sent out, following formal approval and the amount of power being reserved in the name of the applicant. After that, Idaho Power would keep the \$5K. SBE estimated the construction would be on-line within a few months.

Councilor Jones asked what Representative Bentz said about businesses like SBE.

Councilor Crume said he was told that there was an Oregon firm that constructed solar panels.

Dan Jones moved, seconded by Ron Verini, that the City Council authorize staff to take the preliminary steps necessary to participate in Idaho Power's Oregon Solar Photovoltaic Pilot Program. Roll call vote: Crume-no; Fox-no; Fugate-out; Jones-yes; Sullivan-yes; Verini-yes; Dominick-yes. Motion carried 4/2/1.

David Sullivan moved, seconded by Ron Verini, that the City Council authorize staff to continue to negotiate with SBE, of Hailey, Idaho, to finance the city's participation in Idaho Power's Oregon Solar Photovoltaic Pilot Program. Roll call vote: Crume-no; Fox-no; Fugate-out; Jones-yes; Sullivan-yes; Verini-yes; Dominick-yes. Motion carried 4/2/1.

Mayor Dominick stated based on the discussion regarding expending city funds, he asked the City Attorney to look at what the Financial Policies stated with regard to the authority of the City Manager to expend city funds without taking the issue before the Council. What amount was he authorized to spend?

Ordinance #2663-2011: Telecommunications Franchise Agreement with Lightspeed Networks, dba LIS Networks (1st Reading)

Larry Sullivan, City Attorney, stated the proposed ordinance was a telecommunications franchise agreement with Lightspeed Networks, Inc., dba LS Networks.

LS Networks was an Oregon corporation duly registered with the Oregon PUC as a telecommunications carrier. It had a contract with the State of Oregon to connect the existing fiber optic network in Ontario to SRCI. The proposed franchise agreement followed the same format as other telecommunications franchise agreements that the City Council has recently approved, including a provision for a franchise fee of 7% of gross revenues for local service rendered subscribers within city limits. In this case, there were no subscribers within the city limits. This franchise agreement would not result in the payment of any franchise fee to the city until LS Networks acquired such subscribers.

LS Networks requested that the franchise ordinance be enacted with an emergency clause, for the following reasons stated in an email from company president Michael Weidman: *The Department of Corrections has an urgent need to have high speed fiber installed into the Snake River Prison facility in Ontario Oregon. The need is necessitated by an application that is critical to the establishment of a state wide prison management system and in support of the Oregon Correction Enterprises call center within the prison. LS Networks has been asked to provide services in a compressed timeframe that does not allow for standard intervals in permitting, construction and franchising. LS Networks has been fortunate in working with the power company and construction crews in expediting the process for engineering and construction work and is asking the City of Ontario for consideration in expediting the franchising process.* If the Ordinance was enacted with an emergency clause after a second reading, it would be effective on the date of the second reading on November 7, 2011, rather than after the standard thirty day waiting period on December 7, 2011.

David Sullivan moved, seconded by Ron Verini, that the Mayor and City Council approve Ordinance No. 2663-2011, AN ORDINANCE GRANTING TO LIGHTSPEED NETWORKS, INC. THE RIGHT TO MAINTAIN A GENERAL TELECOMMUNICATIONS BUSINESS IN THE CITY OF ONTARIO AND TO USE THE RIGHTS OF WAY OF THE CITY OF ONTARIO FOR ITS TELECOMMUNICATIONS OPERATIONS, AND DECLARING AN EMERGENCY, on First Reading by Title Only. Roll call vote: Crume-yes; Fox-no; Fugate-out; Jones-yes; Sullivan-yes; Verini-yes; Dominick-yes. Motion carried 5/1/1.

CORRESPONDENCE, COMMENTS, AND EX-OFFICIO REPORTS

- Ron Verini stated the veteran center van would be in town tomorrow from 10-3.
- Joe Dominick stated it was Homecoming Week at Ontario High School. He encouraged everyone to attend the game and to be sure to visit the concession stand.

EXECUTIVE SESSION(S)

Executive Session: ORS 192.660(2)(e)

An executive session was called at 8:19 p.m. under provisions of ORS 192.660(1)(e) to discuss real property. The Council convened into a second Executive Session at 8:27 p.m.

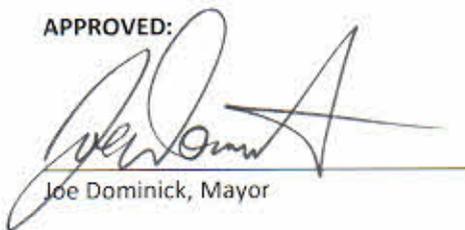
Executive Session: ORS 192.660(2)(d)

An executive session was called at 8:30 p.m. under provisions of ORS 192.660(1)(d) to discuss labor negotiations. The Council reconvened into regular session at 9:20 p.m.

ADJOURN

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

APPROVED:



Joe Dominick, Mayor

ATTEST:



Tori Barnett, MMC, City Recorder