

**ONTARIO CITY COUNCIL MEETING MINUTES
Monday, December 2, 2013**

The meeting of the Ontario City Council was called to order by Mayor LeRoy Cammack at 7:00 p.m. on Monday, December 2, 2013, in the Council Chambers of City Hall. Council members present were LeRoy Cammack, Norm Crume, Jackson Fox, Charlotte Fugate, Dan Jones, Larry Tuttle, and Ron Verini.

Members of staff present were Jay Henry, Tori Barnett, Larry Sullivan, Al Higinbotham, Mark Alexander, Alan Daniels, Mike Long, Mark Saito, and Justin Alison. The meeting was recorded, and copies are available at City Hall.

Ron Verini led everyone in the Pledge of Allegiance.

AGENDA

Councilor Jones asked Mr. Sullivan, with regard to the draft letter received from Oster, the city's auditor, if he wanted to discuss that letter, would that be an executive session? He wanted the entire Council to have an open discussion about the letter.

Mayor Cammack voiced his opinion that they should wait for the complete letter before having any type of discussion, review, or comments, as there might be changes to this initial one.

Larry Sullivan, City Attorney, stated normally a draft letter from the Auditor would not be a subject that would fall under the guidelines for an executive session.

Councilor Jones stated when they got that letter, which would pertain to the city's finances, what was the next step?

Mr. Sullivan stated any Councilor could ask that something be added to the Agenda. If the Council supported that request, then it was added. The draft letter could be discussed; it just couldn't be done in executive session.

Mayor Cammack reminded them that when the Auditors came with their final letter, they would make a presentation to the Council.

Councilor Verini wanted to wait until they received the final letter, accompanied by the presentation by the Auditors.

Mayor Cammack stated that would also provide an opportunity for the Council to ask questions.

Councilor Fox asked if the Auditors had received the two items they needed, as outlined in the draft letter, in order to complete the Audit. One was the revised capital assets schedule, the other, the Deferred Compensation Plan information.

Mayor Cammack recommended they discuss this item when they got down to the Correspondence section of the Agenda.

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

LOCAL CONTRACT REVIEW BOARD ACTION

Professional Services Agreement w/CK3, LLC re: Planning & Consultant Services

Larry Sullivan, City Attorney, stated the City of Ontario did not currently have a Planning Director, and was contracting with Winterbrook Planning out of Portland to provide planning services for several large projects. Staff determined that it would be beneficial to enter into a Professional Services Contractor with a local company that was familiar with the city's local land use issues and procedures to handle smaller planning projects. The City Manager contacted CK3, LLC, to provide those services, and entered into a contract with CK3, with an effective date of November 11, 2013.

It was unclear how much would be spent by the city using CK3's planning services. The city's Financial Policies Manual read that contracts for services that exceeded \$5,000 were subject to a competitive bid process. In order to avoid noncompliance with the Financial Policies Manual, it was the City Attorney's opinion that the CK3 Contract should be reviewed by the City Council. The City Council, acting as the Local Contract Review Board, had the authority under Section 7.1 of the Financial Policies Manual to determine that the CK3 Contract was a Professional Services Contract that was exempt from the competitive bidding process. If the Council chose not to make that finding, the city would be limited to spending \$5,000 or less on the CK3 Contract.

Councilor Tuttle asked why they needed to have the contract with CK3. Why couldn't they do a bid from CK3 for a specific project with all associated costs?

Dan Cummings, CK3, stated they could if they wanted to set it up for each project, but it would probably be on the high side. It would be based on how well the applicant put the application together, and everything associated with that. It took him 2½ years to get the Wettstein subdivision done. How could you set a price on that?

Councilor Tuttle stated it was done all the time, why was it different now?

Mr. Cummings stated they could do that, but there were multiple projects. It was his understanding that since they elected to leave the Planner position open, they would use CK3 as needed, and to help Marcy Skinner when she was swamped and needed to get the applications processed in the correct timeframe.

Councilor Tuttle asked how it would look when the Council hired CK3, and he came before the Council for multiple issues. Wasn't that a potential conflict?

Mr. Cummings stated Marcy would handle the simple issues, and they could use the Hearings Officer, Mike Pratt.

Councilor Tuttle stated when it came before the Council for approval, and CK3 was the engineer, the city would have to hire someone else. He was for doing this on a case-by-case basis. Representing the city on the subdivision, but also for the developer, didn't look good on the side of the city. He didn't understand why, if a subdivision was coming in, that CK3 couldn't do a bid on the work. He would do that for an individual. Secondly, there was a potential conflict. A professional services contract implied he was employed by the city until the contract was terminated.

Mr. Cummings stated he'd still have a personal services contract.

Councilor Tuttle stated it would be per job, not open-ended. There would be a new contract every time.

Mr. Sullivan stated one point of a contract was to ensure the person being hired had the qualifications to do the job. When using professional services, do an RFQ, so they could compare the applicants. They couldn't negotiate on price until determining the most qualified. That would be a difficult process for the Council.

Councilor Fox stated with regard to Councilor Tuttle's comments, if CK3 represented a developer for a new subdivision, did CK3 still represent the city on this side?

Mr. Cummings stated his company would either have to recuse, or he could defer that to the Planning Department.

Councilor Tuttle stated they were back in the same boat. Ms. Skinner couldn't do it alone, and CK3 couldn't help on every project. They'd have to hire someone else. He wasn't in favor of the perpetual contract; just do it case-by-case. There wouldn't be that many coming before them.

Jay Henry, City Manager, stated currently the city had a personal services contract with Winterbrook, but they were very expensive. He was hoping to have a cost savings by using a local engineering firm, and reserving Winterbrook for jobs CK3 couldn't help on.

Mayor Cammack stated they couldn't put themselves in a conflict of interest position. Under most situations, they could use this proposed contract.

Councilor Fox verified that was written in the contract. He knew CK3 would recuse when necessary.

Mr. Sullivan stated another issue the Council could consider, was that it would still be up to staff to determine when CK3 was needed on a project. When it was a conflict, the city would have to find another company.

Councilor Fugate asked when the city was going to hire a Planner.

Mr. Henry stated when they showed enough need and work to justify the cost of a full-time Planner. He didn't know when that would occur.

Councilor Fugate asked if it was based on construction in the community, or what?

Mr. Henry stated yes, when economic development was up, and enough work was there for a Planner. He recommended they continue doing what they were doing.

Dan Jones moved, seconded by Norm Crume, that the Mayor and City Council, sitting as a Local Contract Review Board, declare that the November 11, 2013, Contract between the city and CK3, LLC, to provide planning and professional land surveying services, is a Professional Services Contract under Section 7.1 of the Ontario Financial Policies Manual that is exempt from the competitive bidding process. Roll call vote: Crume-yes; Fox-yes; Fugate-yes; Tuttle-no; Verini-yes; Jones-yes; Cammack-yes. Motion carried 6/1/0.

Dan Jones moved, seconded by Norm Crume, that the Mayor and City Council ratify the November 11, 2013, contract with CK3, LLC. Roll call vote: Crume-yes; Fox-yes; Fugate-yes; Tuttle-no; Verini-yes; Jones-yes; Cammack-yes. Motion carried 6/1/0.

CONSENT AGENDA

Ron Verini moved, seconded by Charlotte Fugate, to approve Consent Agenda Item A: Minutes of the Regular Meeting Minutes of November 14, 2013; Item B: Meetings List: Jan-Jun, 2014; Item C: Bid Award: GIS Software Program and Upgrade to Data Directions, Inc.; and Item D: Approval of the Bills. Roll call vote: Crume-yes; Fox-yes; Fugate-yes; Tuttle-yes; Verini-yes; Jones-yes; Cammack-yes. Motion carried 7/0/0.

PUBLIC COMMENTS

Dan Cummings, Ontario, commended the City Council and city staff for installing the rapid flashing beacon on SW 4th and 11th. He had lived in Ontario 39+ years, and knew it to be a very dangerous intersection. That location had been improved on in the past, by removing one of the crosswalks, but there had been numerous times where he had hit the brakes when a kid shot out into the street. Living off of 11th, he saw a lot of school kids crossing there, who now cut through the hospital parking lot. He believed the money was very well spent on that flashing light sidewalk.

[From written document]

Ruth Rolland, Ontario: *This evening, people have again been conducting an Informational Picket – carrying signs outside City Hall in support of Ontario's Public Works employees. The City's Public Works employees continue to work under the conditions of what's called an Implemented Offer. The employees' desire, when this came about, was to continue negotiating to seek a mutually agreed working agreement with their employer – the City. But the City Council cut that effort short and just declared that negotiations had been ended. City Council was not interested in negotiating with these employees. The message seemed pretty clear that the City leadership did not respect these employees, either as the real resource that they are to the city, nor as human beings with families, individual dignity and honor. But the public works employees have continually hoped, and even now continue to ask the City Council to reconsider the position they have taken, and finish the negotiation of this contract. It seems a strange paradox that in a City that's part of the most democratic nation of all time, that working people can be given so little consideration. Negotiations provide a way for people or groups to respectfully listen to and consider the concerns of one another, and to reach agreements that are acceptable between them. Businesses negotiate with customers, and with one another, to the mutual benefit of both. Workers organize to negotiate with their employers because of pretty much the reason that appears to have happened here in Ontario with the Public Works employees. This is not intended to be a country where the weight of power should be used to absolutely overrule the rights of any individual, not even in an employer-worker relationship. There should always be room to meet to hear one another and work on resolving the issues respectfully.*

Connie Nysingh, Ontario, stated when she moved here and worked for the Chamber, she was amazed at what Ontario had to offer. She couldn't believe they had a Cultural Center, which was a true asset in this community. She wasn't a golfer then, but her husband was, so she got involved at the course. While working at the Chamber, they pushed for new businesses to move to this area, and having a golf course was a great amenity Ontario offered. There were many different tournaments that benefited the entire community, such as Help Them to Hope. There was a strong ladies association, of which she is currently President. They'd held several tournaments over the year, inviting people from all over the area, with over 60 people participating. Also, there was a travel team that played in tournaments, and every other year they hosted a tournament in Ontario; that was 64 ladies who did that. It was important to have the course in this community, and it was important to have entertainment for them. Many conventions also include a side event at the course. There had been massive improvement at the restaurant and Matsy's was doing a phenomenal job. Finally, the US flag at the course, that flag was dedicated during the Hawaiian Day Tournament. And, they were all hoping the city could get the swimming pool up and running again, too.

NEW BUSINESS

2013-2015 IGA for Regional Haz-Mat Emergency Response Team Services

Al Higinbotham, Fire Chief, stated the City of Ontario and the Office of State Fire Marshal had been working together by Intergovernmental Agreement for the Regional Hazardous Materials Emergency Response Team Services. The current contract ended on June 30, 2013. On July 22, 2011, Council approved the 2011-2013 Intergovernmental Agreement. The City of Ontario and the Office of State Fire Marshal have had a partnership since 1992 of continued services with the Regional Hazardous Material Emergency Response Team Services. The city possesses approximately \$750,000 in equipment belonging to the State of Oregon for departmental use.

Should Council elect to not renew the proposed contract, the existing contract between the City of Ontario and the Office of State Fire Marshal would terminate immediately and all equipment and inventory would be returned to the Fire Marshal in Salem. The city expends approximately \$2,400 per year for maintenance and insurance of the vehicles; otherwise, the State Fire Marshal's Office reimbursed all expenses. Termination of the contract would result in approximately \$750,000 worth of equipment being returned to the State of Oregon.

Based on some questions from Councilor Tuttle at the Work Session, he had prepared and distributed a handout which addressed each question. One major one was Article 3, the statement of work. The first sentence read, they shall "not", but in reading on, there was an exception. They were responsible for doing everything on the list. Every call went through Salem, and it had to be pre-authorized before they committed themselves to any response. Article 7 read that benefits, such as PERS, WC, or SS, were not paid for; however, when they filed for repayment, that was all included in the reimbursement. The request that was filed was a fully-burdened cost. Overall, the city made money off the state. There were very few responses that were not state sanctioned. Exhibit J was the same budget across the state, the same contract that went to all the teams in Oregon. He tried to get a copy of what had been spent, but he was unable to obtain one yet. Every team also had an increase of \$20K for equipment.

Councilor Tuttle asked if this new coverage area was larger.

Chief Higinbotham stated no, it was actually smaller, but they did go up to North Power. They used to go into Idaho as well, like to Midvale or Indian Valley, but they no longer crossed the border. Caldwell had its own Haz-Mat team now. They would cross over for a mutual aid response, but they'd only be reimbursed for wages on that, and would only use one or two members.

Councilor Tuttle asked about the routine maintenance - what did they do?

Chief Higinbotham stated it meant checking everything - batteries, cables, oil changes, etc. The city was paid for the equipment that responded, so they recouped that cost. It ran about \$26 for service at Gentry. When they had to replace the battery on the tractor generator, the state paid outright. Any major maintenance was done through the state.

Councilor Tuttle asked if that was done daily.

Chief Higinbotham stated no, it was done every Thursday.

Councilor Tuttle stated the listed amount for yearly maintenance and insurance of the vehicles was \$2400; otherwise, the state paid. Where did that \$2400 come from?

Chief Higinbotham stated the department did pay the liability insurance, as required by the state, and they did maintain the vehicles.

Councilor Tuttle asked if any of the building maintenance, record keeping, and those type of costs were figured in to the \$2400, or the utilities at the station.

Chief Higinbotham stated they were not.

Councilor Tuttle stated they were also making a \$69K a year payment on Station 2, so it was more than the \$2400 to operate for Haz-Mat. They were paying \$5300 for insurance, and they had no calculations on labor, so they were a long way from \$2400 a year to operate Haz-Mat.

Chief Higinbotham stated he tried to get the numbers for what they paid out last year, but he hadn't been able to get those.

Councilor Tuttle stated he didn't like that the estimated cost was \$2400, when they were spending close to \$100K.

Chief Higinbotham stated there were five units, not just two.

Councilor Fox asked why they didn't know how much it cost the city.

Chief Higinbotham stated he had tried to get those numbers from the state, but he hadn't received them yet. Most times, the training costs and hotel costs were paid directly by the state. If members attended, it was reimbursed. He could provide numbers for which the city paid out, but couldn't for the state.

Councilor Fox asked what the repercussions would be if they didn't sign the agreement.

Chief Higinbotham stated all the units would be removed, leaving only Hermiston and Klamath Falls with active Haz-Mat teams and equipment.

Mayor Cammack asked if there was a deadline for signing the agreement.

Chief Higinbotham stated a little. All the other teams had already signed off. Ontario was the last. The actual deadline was a month ago. It had been pulled due to other issues, including submitting it to the insurance company to ensure adequate and proper coverage.

Councilor Jones suggested postponing this action until the next meeting, to allow the Council to arrive at real numbers to the city. They needed a solid figure.

Jackson Fox moved, seconded by Dan Jones, to table this matter until December 16th. Roll call vote: Crume-yes; Fox-yes; Fugate-yes; Jones-yes; Tuttle-yes; Verini-yes; Cammack-yes. Motion carried 7/0/0.

MOU re: 9-1-1 Consolidation

Larry Sullivan, City Attorney, stated at the Council work session on November 14, 2013, the consensus of the Council was to request that the City Attorney prepare an MOU between the city and Malheur County concerning the status of negotiations between them as to the consolidation of 9-1-1 and dispatch services. The Council reviewed and gave consensus approval to the October 22, 2013 draft of the Intergovernmental Agreement between the parties, which were still incomplete because no date for the consolidation had been agreed on.

The proposed MOU addressed the status of negotiations and identified the one remaining issue to be resolved, namely, the date of consolidation. The MOU also discussed that labor negotiations were ongoing between each party and its employee bargaining unit concerning the impact of the consolidation on the employees affected by the consolidation, and that city staff was continuing to address the impacts that the consolidation would have on the city, including the need for additional or upgraded equipment.

The proposed MOU was sent to County Counsel Stephanie Williams to review. If the city approved it, Ms. Williams would present it to the County Court at its December 4, 2013, meeting. Ms. Williams advised the City Attorney that the County Court had not seen the latest draft of the Intergovernmental Agreement. At this time she had no opinion as to whether the County Court might be willing to sign any agreement, including an MOU, concerning the 9-1-1 consolidation, until all issues were resolved.

Councilor Verini stated he was in favor of the MOU, as it seemed to address his concerns on safety and communication. If the safety and communication issues were not addressed, did that force them to go to contract?

Mr. Sullivan stated if it could be shown that the issues raised were unanticipated. It would have to be truly unexpected.

Councilor Verini stated that getting back to the Chiefs, he wasn't asking for absolute guarantees of safety in the community, but he wanted, from them both, to be 100% behind the move. To tell the Council and the community, that this move was the right thing to do for our community. Doing a consolidation, there would be some hitches, but he wanted, from them both, for him to be comfortable with this decision, they needed to be 100% behind the move. Were they?

Chief Alexander stated no, he couldn't give 100% right now.

Chief Higinbotham stated he couldn't either.

Chief Alexander stated he agreed they needed to do the consolidation, because he didn't currently have a good staffing level, but they would lose a good many things. Answering 9-1-1- calls were not the majority of the dispatcher's job. He was losing staff that performed other things for OPD. He agreed the consolidation needed to be done, but wished it was here in Ontario. They were working diligently to put together the best plan they could. They'd be losing staff who monitored prisoners in the holding cells, among other duties done for the OPD, but his staffing level was unacceptable in the dispatch center.

Councilor Verini asked if Chief Alexander had a game plan for his department when the consolidation occurred.

Chief Alexander stated he wanted to implement all the things they had discussed, *before* staff left the building. He wanted everything in place, tested, and working. He wanted a video feed in the sheriff's office and he wanted working radios. They needed to get the MOU signed, and the IGA done. When those were done, they could implement all the necessary things to make this work. Once the IGA was signed, they were going to start putting things together. Chief Higinbotham would be bringing a resolution forward for the radios for the Fire Department.

Councilor Verini stated when the IGA was signed and the city was moving forward, would Chief Alexander be more comfortable implementing all these things for this community.

Chief Alexander stated no, those had to be in place, tested, and working. Chief Higinbotham was also facing some things. A lot was dependent upon outside contractors, too. He would tell the Council when it was up and ready to go, and that would determine the start date.

Mayor Cammack asked if there was anything he couldn't solve?

Chief Alexander stated he wasn't sure, as this was his first consolidation.

Mayor Cammack stated they seemed to be addressing the problems, to have everything up and running before the move.

Chief Alexander stated they were working on all the things they were aware of.

Councilor Fugate asked why they needed the MOU.

Mayor Cammack stated it wasn't totally necessary.

Councilor Fox asked why they would have it then.

Councilor Fugate stated this would put more pressure on the Chiefs.

Mayor Cammack stated this would put more pressure on the county – to keep things moving along.

Councilor Fugate stated the state tracked all the 9-1-1 statistics. She wanted to know what those were, for both Ontario and Malheur County. They were talking about turning the protection of this city to the care of strangers.

Chief Higinbotham stated he didn't know if they would be any safer. Was it going to work? He didn't know the answer to that, either. If staff was told to do it, they would do it. Everyday brought something new. He was going to have to make revisions in their operations. He didn't know if they'd be safer – time would tell as they moved forward. They were very spoiled right now, with what they had. Ontario's dispatch center was amazing. He didn't know if it would be the same in Vale.

Councilor Verini stated the issues the Chiefs were talking about, were they addressed in the MOU? If there were problems with the safety of "whatever" in our own house, would this give the Council the chance to think on it more, and maybe they couldn't move forward with the IGA?

Mr. Sullivan stated his understanding of the MOU was that the Council was ready to commit to the consolidation, and that the major issue to be resolved was the date. The anticipation was that the city would be able to do the necessary things to make the consolidation work, but that it might take longer to accomplish. Once staff began working through the issues, that might create delays in consolidation. If the city signed the MOU, it would narrow the range of topics that could be engaged in good faith negotiations. The city would not be able to take the IGA and make changes in the language of it. The major issue left to negotiate would be the date the consolidation actually occurred. If the Council wanted to preserve the ability to continue to negotiate the terms of the contract or to add new components, the Council should probably not sign the MOU. If the Council was satisfied the contract was ready to sign with a mutually agreed upon date, then sign. It limited both the options of the county and the city.

Councilor Crume stated if the video feed or the radio repeaters, etc., didn't work as planned, and they were purchased, installed, and didn't work....

Mr. Sullivan stated if the MOU was signed, the Council would have to go to the county to inform them of the issues. They would have to explain what was occurring and how they would be fixed. Legally, they could push back the date.

Councilor Verini asked about the issues just brought up by the Chiefs. There was no system worked out for those types of situations. Was that on the city only, or could it be shared with the county?

Mr. Sullivan stated the MOU was a commitment stating the city would act in good faith for a final IGA. It would have to be a genuine, real issue, not just something minor. It was a fairly loose standard, but was a commitment to move forward. If some Councilors were not committed, because they were not sure about making the commitment, they could wait until they saw resolution of some of the problems. The county might feel the same way, on their own issues. It was just a good faith action.

Chief Higinbotham stated all operational procedures could be worked out, but they just didn't know what the costs were going to be. Everyone was working on the ability to do things, and what they would cost. Everything cost money. Moving the repeater was essential, and he was getting the specs for moving it.

Dan Jones moved, seconded by Larry Tuttle, that the Mayor and City Council approve the Memorandum of Understanding between the City and Malheur County concerning the consolidation of 9-1-1 and dispatch services. Roll call vote: Crume-yes; Fox-yes; Fugate-no; Jones-yes; Tuttle-yes; Verini-no; Cammack-yes. Motion carried 5/2/0.

Request for Funding a Drug Officer

Mark Alexander, Police Chief, stated he would like to replace a Drug Detective, a position cut in April 2013. During the Police Department's Public Input meeting to formulate a strategic plan earlier this year, a presentation was made on the make-up of the Police Department. The presentation compared staffing levels, additional services provided by the department, and calls for service. Feedback supported the belief that the Patrol Division was at minimal staffing to be able to respond to calls for service and conduct basic follow-up on crimes within Ontario.

With the loss of two Police Officers in FY 2011-13, the Gang Enforcement Officer and Drug Task Force Officer were cut in order to maintain that minimum staffing level in the Patrol Division. The Drug Task Force Detective was assigned to a Tri-County Drug Task Force comprising of officers from Malheur, Payette and Washington Counties. This Task Force has been in effect several years. Those two positions had given some control over gangs and drugs in the city, which we continued to enjoy for several months.

In October 2013, Jacob Colman was shot and killed in his Ontario apartment and the case remains unsolved. An officer from the Patrol Division was assigned to work that case. On November 25th, the High School SRO was reassigned from his position in order to assist as well.

The Police Department has gained a great amount of intelligence as a result of this homicide. We currently are experiencing a methamphetamine epidemic in this area with ties to the Mexican Cartel. This was a growing problem that continued without the Ontario Police Department being able to dedicate an officer to the local Drug Task Force. The drug operatives are very well organized. Methamphetamine was being offered at an all-time low cost after being imported into our community. It was being produced with new, very addictive substances; this enabled dealers to get more people hooked and to gain complete control over their lives. These organizations and their followers had been involved in Murder, Attempted Murder, Assault, Kidnapping, Robbery, Burglary, Theft, Rape, Prostitution and related drug possession and trafficking crimes. These were crimes occurring in Ontario that had been documented after the Jacob Colman homicide.

Drug users/dealers that were non-compliant to these organizations were subject to these crimes. The Police Department's fear was that these crimes would continue and get worse under further Cartel control. The Police Department would like to request the Council authorize the hiring of a Police Officer to replace the vacant Drug Detective position.

The loss of Police Officer positions were not recognized in FY 2013-14 and therefore funding does not exist in the current Police Department budget for additional staffing. Approximately \$76,000-\$88,000 (DOE) would be required from Contingency to replace a Police Officer.

Councilor Fox voiced his concern about the money. The audit wasn't going to come back clean. How could they do anything with their books, with the Budget Committee not meeting until May, and the final audit letter not yet received. They couldn't make a decision on this. Where was the money coming from?

Chief Alexander was not aware of the audit letter, and he hadn't provided a solution to the funding issue. He was simply making a request. He was always looking for ways to bring in revenue, but it was difficult to find.

Mayor Cammack stated the preliminary audit report did not say any money was missing, or that the city was short, the only financial adjustment was that they gained a little. But there were other issues on it. They could afford to take the funds from contingency, and he was in full support of this.

Councilor Crume voiced his support, but he would also like to see the gang officer brought back on. On the audit, there were numerous problems. He was privy to the conversation with the auditors, and there were several problems to be addressed. He would use the word "procedural". He was totally in favor of bringing back this officer, and to also bring back the gang enforcement officer. The gang issue and the drug issues were interconnected. He wished the department was able to do more for the community, but understood there were issues that precluded that from occurring. They definitely needed a heavier police presence.

Councilor Tuttle verified Chief Alexander hadn't offered a financial solution, so it would come from contingency.

Chief Alexander stated that was how he prepared the report. He didn't recall exploring any other areas. He didn't have a solution outside of contingency. There were no other revenue sources.

Mr. Henry stated the largest part of any municipal budget was personnel. The actual loaded cost was over \$100K a year. Last year, they had stretched staff. Chief Alexander was sort two officers and a Captain. The city had saved over a million dollars by running so lean, in several departments. Chief Alexander worked hard to make things work, but it was finally to the point where it was needed. He fully supported the Chief's request. The city could afford it, and it was needed.

Councilor Jones stated he was in favor of the drug officer; however, they had a 9-1-1- issue, and over a \$600K savings over three years. The City Manager had asked to do a \$57K review of the department. Now, the City Manager was supporting the addition of another officer. That money wasn't in the budget, but now adding in the review, that's around \$150K. He'd like to take the request into the next budget cycle.

Councilor Verini stated that considering what Chief Alexander had stated about the problems in the community, especially with drugs, for them to not approve the additional officer, put the community more at risk. The money was there. It wouldn't be before them if wasn't a serious issue. He was 100% in favor of brining on another officer.

LeRoy Cammack moved, seconded by Ron Verini, that the Council authorize the hiring of a Police Officer to restore a Drug Detective position, and to utilize funds for the position from General Fund Contingency. Roll call vote: Crume-yes; Fox-no; Fugate-yes; Jones-no; Tuttle-yes; Verini-yes; Cammack-yes. Motion carried 5/2/0.

Approval to Open Checking Account for Police Department Forfeiture Funds

Michael Long, Finance Director, stated the purpose of this request was to get approval on record to open a checking account for the Police Department. It would be to deposit forfeiture funds that were held by the Police Department until they received directions from the Court as to who or where the funds were to be distributed.

Staff would like the Council to approve the opening of a checking account and set up a fund within the Trust Fund 050 to account for the funds. The checking account would require two signatures. The individuals authorized to sign the checks would be a combination of two of the Mayor, City Manager, Finance Director, or Police Chief. The Finance Director would locate a bank that had minimum fees for the checking account to open, and the account would be reconciled monthly to the general ledger and bank.

Councilor Tuttle asked if this was required - to be a special account? What had been done in the past?

Mr. Long stated it was required to be an independent account, as required by state statute. Until this point, the funds had been kept in the vault in Finance..

Jackson Fox moved, seconded by Ron Verini, to allow the Finance Director to open up a checking account for the Police Department for forfeiture funds and require two signatures. Also, those to be authorized signers on the account are the Mayor, City Manager, Finance Director, and Police Chief. Roll call vote: Crume-yes; Fox-yes; Fugate-yes; Jones-yes; Tuttle-yes; Verini-yes; Cammack-yes. Motion carried 7/0/0.

CORRESPONDENCE, COMMENTS, AND EX-OFFICIO REPORTS

- Norm Crume stated with regard to the bills, he had asked at the study session why Ani-Care appeared to be getting paid late; almost a month behind.

Mr. Long stated it wasn't late. Ani-Care hadn't shown the previous payment on their invoice, for the credit from the previous month. Ani-Care had submitted an updated invoice subsequent to the one showing.

- Dan Jones asked when the revised Capital Assets list would be provided to Oster.

Mr. Long stated it was pretty much wrapped up. The second item, the Deferred Compensation, should be in the mail. Oster should have everything they needed.

- Dan Jones asked if the Springbrook migration was on track.

Mr. Long stated it was. It was scheduled to go live in February.

- Dan Jones encouraged the Council to join him in a discussion about the Oster letter regarding the Audit, even if it was only preliminary.

Jackson Fox stated he wanted to know that the requested paperwork was going to the auditor, because Oster stated they would have their letter back ASAP, once they had the documents from staff.

Mr. Long stated it was required to be filed with the state by the end of year.

- Ron Verini reminded everyone Pearl Harbor Day was coming up, December 7th.

ADJOURN

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

APPROVED:



LeRoy Cammack, Mayor

ATTEST:



Tori Barnett, MMC, City Recorder