

AGENDA
CITY COUNCIL - CITY OF ONTARIO, OREGON
Tuesday, February 21, 2012, 7:00 p.m., M.T.

- 1) **Call to order**
Roll Call: Norm Crume _____ Jackson Fox _____ Charlotte Fugate _____ Dan Jones _____
David Sullivan _____ Ron Verini _____ Mayor Joe Dominick _____

2) **Pledge of Allegiance**

This Agenda was posted on Wednesday, February 15, 2012, and a study session was held on Thursday, February 16, 2012. Copies of the Agenda are available at the City Hall Customer Service Counter and on the city's website at www.ontariooregon.org.

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

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

- A) Approval of Minutes of Regular Meeting of 02-06-2012 1-8
B) Request for Special Permission to Connect to Sanitary Sewer 9-10
C) Approval of the Bills

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

6) **Presentation(s):**

- A) Oregon Food Bank - Peter Lawson
B) Snake River Transit System and Bus Shelter Designs - Loni Debban (See hand-outs)

7) **Old Business:**

- A) Ordinance #2666-2012: Consenting to the Assignment of the Malheur Home Telephone Company Franchise to CenturyLink QC (Final Reading) 11-13

8) **Discussion Items:**

- A) SBE Solar Project - Yorick de Tassigny
B) Request for Proposals for Electrical and Plumbing Inspection Services - Chuck Mickelson (See Hand-out)

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

10) **Executive Sessions:**

- A) ORS 192.660(2)(d) - Labor
B) ORS 192.660(2)(h) - Litigation, Pending or Potential

11) **Introduction of Upcoming Agenda Items:**

- A) Audit Review
B) Golf Course Update

12) **Adjourn**

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

COUNCIL MEETING MINUTES
February 6, 2012

The regular meeting of the Ontario City Council was called to order by Mayor Joe Dominick at 7:00 p.m. on Monday, February 6, 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 Henry Lawrence, Tori Barnett, Larry Sullivan, Al Higinbotham, Lisa Hansen, Lonnie Justus, Jared Gammage, Justin Allison, and Greg Bakken. The meeting was recorded on tape, and the tapes are available at City Hall.

Guest present: Judge Patricia Sullivan, Malheur County Circuit Court; Karen Steward, CenturyLink; and Larry Meyer, Argus Observer.

Dan Jones led everyone in the Pledge of Allegiance.

AGENDA

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

CONSENT AGENDA

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

Henry Lawrence, City Manager, stated in response to the question raised at the February 2nd study session regarding the crane usage at the Water Treatment Plant for repairing the valves in the basins, he had received a response from Bob Walker, Deputy Public Works Director. Performance Crane was on site installing Pump #4 in the clear well as a subcontractor to Priest Electric. As Performance was already on site, they were contacted about utilizing their crane to install the valves at the treatment plant. Unfortunately, no other crane services were contacted. He learned from a conversation with Chuck Mickelson, Public Works Director, that although Performance Crane had their main office in Middleton, the crane and operator were located in Nyssa. Staff emphasized that they utilized the local crane and towing services of Roadrunner Towing on a regular basis, and were used by the Shop staff for all towing and crane work when they were available. Roadrunner had been contacted about the work planned at Skyline Reservoir, but they believed the dike was not structurally adequate to secure the crane for lifting the heavy loads required to complete the project. Performance Crane had also been contacted for the same project, but had declined for the same reasons.

Councilor Jackson asked to see the invoice from the company, and their Oregon Contractor's License.

Councilor Jones stated this did not pass the smell test. It was \$1,207, and there was a local company who was not contacted. For him, he was not buying the whole statement. It also seemed that Performance had been there quite a bit. He wanted to make it clear that they needed to make every effort possible to use local businesses. That \$1,200 would trickle down many times more than the original \$1,200. It upset him, and they needed to do a better job of using their local businesses.

Councilor Fox stated it should upset everyone. Today, a long time business in Ontario closed. The mall was empty. And they didn't use their own businesses? Especially a business such as Roadrunner Crane. He knew that they had donated a lot to the Ontario Fire Department.

Mayor Dominick stated that yes, they needed to remind staff to shop local whenever possible, but they also had to be careful not to single out certain companies to use exclusively, even if they were local.

Councilor Fox stated they didn't know if Roadrunner might have done it cheaper, because he hadn't received a call.

Mayor Dominick stated there were probably other companies that would have appreciated it also. Staff was aware that the Council wanted more local shopping, and that they would be watching for this type of thing in the bills.

Mr. Lawrence stated by policy they were supposed to make at least three phone calls, to at least get some informal prices. In this specific case, it was done by a new employee, and he suspected it would not be done again.

Lisa Hansen, Finance Director, presented a copy of the invoice to the Council. She did not have a copy of the Oregon Contractor's License available.

Councilor Fox stated the reason he wanted to review the invoice was because crane companies charged dock-to-dock. If the company was already on site, it didn't show a discount on the invoice for that. It left a bad taste in his mouth when a local business didn't get a call.

Councilor Jones stated on the minutes from the January 17th Council meeting, when he spoke as a citizen, he needed to add some clarifications. First, he had stated that his wife was at her office; she was at their HOME office, not her business office. Secondly, he apologized to the Ontario Police Department as he mixed up an employee. He thought she was in the Police Department, and she was not. He had mentioned the Police Department, but they had nothing to do with this Facebook issue. He apologized again to Chief Alexander. Also, at the end of the statement, he again said the Police Department, and he meant the Fire Department. He *meant* to ask the Fire Department to clean this up, not the Police Department. He wanted to make that note to clear the water.

David Sullivan moved, seconded by Norm Crume, to approve Consent Agenda Item A: Approval of the Regular Minutes of 01/17/2012; and Item B: 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.

PRESENTATION

Judge Patricia Sullivan, Malheur County Circuit Court, stated her appreciation for the Council taking the time to let her speak. She was now the presiding Judge of the Circuit Court. Judge Pratt would be retiring on March 31, becoming a Senior Judge. He would continue to serve as part of the retirement program, serving for five years substituting for illnesses and vacations. They were also at the beginning of the legislative session, and it was a critical time for the courts, and it was also critical to know what would be happening in regards to Judge Pratt's replacement. It would happen quickly as this was an election year. The Governor would appoint a replacement only until the end of 2012, and the position would be filled by the election process, and would be active in 2013. Even if a person was appointed, they would still have to stand for an election. That election would be in the May primary, and if more than two ran for office, and no one received more than 50% of the votes, the seat would go to the general election in November. In that period of time, cases could not be pushed and would have to be resolved. She anticipated seeing an appointment in the next few days. Currently, four had applied for appointment, and one withdrew, and one filed for the election. The filing deadline was March 6th, and it was going to be an interesting spring. There were many contested races coming up.

With regard to the state of the courts, twenty years ago, they would have never seen a Circuit Court Judge appear before a City Council. They were isolated and didn't interact, but things had changed. They were now partners with the cities. However, with the proposed changes coming, the local governments were going to be getting the phone calls. If they had to curtail the trial schedule, that affected the police departments and everyone else.

Currently, they were under severe budget constraints. There were a series of cuts that affected the judicial department, in ways other departments were not affected. They were a separate branch of government, funded by the legislature. There were going to be additional cuts coming this spring. The judicial budget was almost entirely salaries; only 4% was not. The judge's salaries were protected by the Constitution, so they couldn't be reduced; however, Oregon was 50th in the United States on that issue. Reducing that by 3.5% translated to a reduction of more than 3.5% because the judge's salaries couldn't be reduced, and there were no other programs to take it from. So, they had to cut staff.

In the smaller courts, like Malheur County, they needed a number to operate. She anticipated, unless things went differently in the legislature, they would see further staff cutbacks. They would be watching to see if they could keep two courtrooms and the window open and operational. Their counter was their revenue maker. If the court closed, they were not providing necessary services. One way the judge's department was trying to cope involved updating their system, or E-court, and attempting to modernize their system. It was currently held together duct tape and baling wire, very antiquated. The upgrade, paid for with bonds, should cause a tremendous growth in efficiency and reduction in staff time. The federal courts were all electronic. Also, they continued working on developing efficiencies and programs to enable them to provide better service with fewer staff.

They had also had to cut the Restitution Court. As Council knew, Ontario suffered from a lot of graffiti. Restitution Court outlined who was making payments, and what they were paying. Most people did not want to see the Judge. People would pay to avoid going in front of the Judge, and the program was effective, but they were having trouble providing staff. They had changed to off the record, not recording to lessen the need for staff, but that didn't work. They also stopped Domestic Violence Court, for those assigned to court for domestic violence treatment, and they had to provide proof of enrollment. They also had to cut down on show cause for warrants, whose purpose was to provide better community safety. Again, they had gone off the record to reduce costs, but there just wasn't staff to continue.

The mandate from the Judicial Department was to preserve the core functions. They had a very successful program for drugs and alcohol and she would fight to keep those programs; however, those were on the table for cutting. She couldn't promise that they were not making further cuts and adjustments. Currently, they were shut at noon four days a week. If she had to shut down on Fridays, other than the mandatory furlough days, she promised she would let them know of the closure. People did tend to go elsewhere when questions couldn't be answered.

One staff person lost was the Pro-se Facilitator. Almost 70% of the family law litigants didn't have attorneys. It was difficult to work with them sometimes, as they were under stress and were in situations that caused anxiety and urgency. They didn't have an attorney and they were not attorneys, and were desperate for help. The Pro-se Coordinator couldn't give legal advice, but could assist in filling out the correct forms, and could check for completed paperwork. Staff was helping, but many were time intensive, needed a lot of help, and were beyond the abilities of staff to help. If the window was shut, phone calls would start. Issues that were not problems before, would become problems, especially for the police.

This session of the legislature was critical for everyone, but that was not a surprise to anyone. It was worth thinking about. One example was that people could say things should be prioritized; however, some things might not appear important to the layman, but were always important to those involved.

Judge Sullivan stated she was not one of those people that when they were under budget constraints, viewed it as "all that". It gave them a chance to look at efficiencies, to look at new ways of doing things, and people were much more open to it. She liked to do that. She wanted to hear if the Council had ideas, too. It was a community issue.

Mayor Dominick stated he had seen the results of her treatment programs, and that really needed to stay around.

Judge Sullivan stated they had combined it and were doing one session every two weeks. That was working.

NEW BUSINESS

Approval of 2012 Golf Course Restaurant Lease: City of Ontario / Barb Toomey

Henry Lawrence, City Manager, stated Barbara Toomey, under lease agreement with the City, operated the restaurant at the Ontario Golf Course during the 2011 regular golf season. Ms. Toomey has indicated a willingness to renew the lease for the 2012 season, with the following minor changes written into the proposed document:

- Section 4: The agreement was shortened to seven months of the golf season (April 1-October 31), instead of eight months per the 2011 agreement. Ms. Toomey noted that a March 1 start was not justified due to the lack of business that early in the season. She would open on April 1. She also requested that the City give her first consideration to negotiate a new lease for 2013 before the City negotiated with any other parties.
- Section 5: Monthly rental was still \$250, plus \$125 per month for the off-season months of November and December. Total rent was \$2,000 in advance by April 1, 2012.
- Section 7: Utilities. Since Ms. Toomey had a satellite television, the reference to "Clubhouse Cable" was not applicable. Due to the amount of golf course debris deposited in the garbage dumpster, the City required twice a week dumping service by Ontario Sanitary Service. As she did not generate 50% of the debris, and only needed service once a week, her share of the garbage was reduced from 50% to 25%.
- Ms. Toomey requested adjustments on electric/natural gas sharing, but the City Manager did not recommend it at this time. Her share of electric (25%) and natural gas (50%) remained as in the 2011 agreement, provided the Council approves.
- Section 21.1 insurance for liquor.

Other than minor editorial changes to make the document applicable to 2012, no other substantive changes were made. This would result in \$2,000 in revenue to the City, plus a share in utility expenses from the lessee.

Barb Toomey wanted to clarify that she was not making changes to the opening date. It was the same as last season. She had opened on April 1st last year. She wanted that clarified as it was written in the paper that she was opening a month later, but she really wasn't; however, if the weather was nice in March, she would be happy to open earlier.

Charlotte Fugate moved, seconded by Jackson Fox, to approve the proposed 2012 Golf Restaurant Lease Agreement between the City of Ontario and Barbara Toomey, and authorize the City Manager to sign the Agreement on behalf of the City. Roll call vote: Crume-yes; Fox-yes; Fugate-yes; Jones-yes; Sullivan-yes; Verini-yes; Dominick-yes. Motion carried 7/0/0.

Resolution #2012-102: Receive/Expend FEMA Grant for Purchase of New Pumper 103 in Ontario Fire and Rescue Department

Al Higinbotham, Fire Chief, stated the new pumper would be a replacement for pumper 103, which was 30 years old. Parts for 103 were expensive and difficult to find. It was not cost effective to continually make repairs to such an old model. The maximum expected service life for a pumper was 20 years.

The approved project costs totaled \$340,000.00. The Federal share was 95% or \$323,000.00 and the City's responsibility for this grant would be 5% or \$17,000.00. This amount would come from the General Fund Equipment Replenishing Contingency line item.

David Sullivan moved, seconded by Ronald Verini, that the Council adopt Resolution 2012-102, A RESOLUTION ACKNOWLEDGING RECEIPT OF FEMA ASSISTANCE TO FIREFIGHTERS GRANT FUNDS AND APPROPRIATING EXPENDITURES FOR A NEW REPLACEMENT PUMPER WITHIN THE GRANT FUND. Roll call vote: Crume-yes; Fox-yes; Fugate-yes; Jones-yes; Sullivan-yes; Verini-yes; Dominick-yes. Motion carried 7/0/0.

Ordinance #2666-2012: Consenting to the Assignment of the Malheur Home Telephone Company Franchise to CenturyLink QC (First Reading)

Larry Sullivan, City Attorney, stated Malheur Home Telephone Company had a telecommunications franchise agreement with the City that was approved in 2009. That company has since consolidated with Qwest, and proposed Ordinance No. 2666-2012 consented to the transfer of the telecommunications franchise to Qwest, which was now doing business as CenturyLink QC.

On March 3, 2009, the Council enacted Ordinance 2626-2009, a telecommunications franchise agreement with Malheur Home Telephone Company; on May 17, 2010, Council tabled consideration of Ordinance 2642-2010 consenting to the assignment of the Malheur Home Telephone franchise to Qwest, pending a revision of the Telecommunications chapter of the City Code.

In 2009, the City granted Malheur Home Telephone Company a ten-year telephone franchise agreement in Ordinance 2626-2009. It included a 7% franchise fee on gross revenues earned within the city limits. Later that year, the decision was made by Qwest, its parent company, to shut down Malheur Home Telephone Company's independent operations and consolidate them into Qwest. The State of Oregon PUC approved the consolidation, effective December 14, 2009. The consolidation resulted in the transfer of Malheur Home Telephone Company's operations to Qwest Corporation, including the use of the City's rights of way for Qwest's telecommunications business.

Paragraph 10.8 of Ordinance 2626-2009 provides: ***Transfer of Franchise.*** *PROVIDER shall not, directly or indirectly, transfer, assign, or dispose of by sale, lease, merger, consolidation or other act of PROVIDER, ownership or control of a majority interest in the telecommunications system, without the prior consent of CITY, which consent shall not be unreasonably withheld or delayed, and then only on such reasonable conditions as may be prescribed in such consent.*

In proposed Ordinance No. 2666-2012, the City Council consented to the transfer of the telecommunications franchise agreement to Qwest. Staff was not recommending that the City impose any conditions on Qwest to obtain the City's consent to that transfer. However, the ordinance does make the assignment subject to the existing provisions of Chapter 2 of Title 3 of the City Code, the Telecommunications Chapter. This chapter now included Section 3-2-47A, requiring the maintenance of telecommunications facilities in a nuisance-free condition. This provision was added to the City Code after the Malheur Home Telephone Company franchise was granted in 2009. Qwest representatives had reviewed and approved the franchise assignment in Ordinance 2666-2012.

Karen Stewart, CenturyLink, thanked the Council for their support of the transfer of the franchise agreement. Also, she assured the Council that CenturyLink had a long history of providing service to rural communities. With the combined strength of Qwest and CenturyLink, they were the 3rd largest carrier in the U.S. One of the things they were committed to and planned to do was to continue to bring broadband service to new areas where it wasn't available, including Ontario. As it was ready, she would supply information to the City Manager and Council. Last year, they introduced internet basics, where if anyone was low income in the area, it made them eligible for a decreased cost of broadband service of \$9.95 per month for twelve months.

Councilor Crume stated he was the local graffiti cleaner, and graffiti artists seemed to hit telephone connection boxes all the time. They struggled to get the boxes repainted in a reasonable amount of time. He spoke with Malheur Bell and they didn't want them cleaned by him because of the high pressure cleaning. He asked that Ms. Stewart make sure that the graffiti was cleaned up quickly.

Ms. Stewart stated she would pass that on to Frank Sanchez, the area plant manager. He would be in charge of that type of thing.

Councilor Crume stated he would be willing to clean it up if they supplied the materials.

Ms. Stewart stated she would make sure Mr. Sanchez was aware; someone would be in contact.

Norm Crume moved, seconded by David Sullivan, that the Mayor and City Council approve Ordinance No. 2666-2012, AN ORDINANCE CONSENTING TO THE ASSIGNMENT OF THE MALHEUR HOME TELEPHONE COMPANY FRANCHISE TO CENTURYLINK QC on First Reading by Title Only. Roll call vote: Crume-yes; Fox-yes; Fugate-yes; Jones-yes; Sullivan-yes; Verini-yes; Dominick-yes. Motion carried 7/0/0.

Appointments/Reappointments to City Boards, Committees, and Commissions

Joe Dominick, Mayor, stated it was time for the annual appointment of City Committee, Commission and Board members. The Ontario Municipal Code stated that any board, committee or commission having an expiring membership but insufficient requests for appointment shall direct the current members to remain on the committee until replacements are obtained. The Visitors & Conventions Board was position specific.

The Airport Board had two vacancies, plus an alternate position. Pete Morgan and Amanda Vansickle requested appointment. The Budget Board had three vacancies, and Larry Heidbrink, Wade Heidbrink and John Hall requested appointment. The Planning Commission had three vacancies, and Mike Allen, Rita Kanrich, and Barbara Wilson requested appointment. Barb Wilson has subsequently removed her name from the list. The Public Works Committee had three vacancies, and Dan Cummings, Scott Wilson and Ken Hart requested to fill those positions. The Recreation Board had three vacancies, and Sheila Hart requested appointment. The Visitors and Conventions Bureau Board had two vacancies, and Debbie Blackaby and John Hall requested appointment.

Charlotte Fugate questioned the chairman and son asking for appointment to the same committee [Budget]. She believed the community might think it not kosher to have that occur.

Mayor Dominick stated he had not heard any concerns about it. Mr. Heidbrink would not be automatically reappointed as Chair.

Jackson Fox moved, seconded by Norm Crume, to appoint Pete Morgan and Amanda Vansickle to the Airport Board; to appoint Larry Heidbrink, Wade Heidbrink, and John Hall to the Budget Board; to appoint Mike Allen and Rita Kanrich to the Planning Commission; to appoint Scott Wilson, Dan Cummings, and Ken Hart to the Public Works Committee; to appoint Sheila Hart to the Recreation Board; and to appoint Debbie Blackaby and John Hall to the Visitors and Conventions Bureau Board. Expiration of terms will coincide with those established by ordinance for each Board. Roll call vote: Crume-yes; Fox-yes; Fugate-no; Jones-yes; Sullivan-yes; Verini-yes; Dominick-yes. Motion carried 6/1/0.

CORRESPONDENCE, COMMENTS, AND EX-OFFICIO REPORTS

- Tori Barnett stated there were still three vacancies on boards – one for the Planning Commission, and two on the Recreation Board. There was also a notice posted on the city's website.
- Jackson Fox stated about two months ago, he had asked for the paper trail on the swimming pool overage that was spent, the \$75K that was approved by the Budget Committee, which was now at \$129K. At that time, the City Manger stated he would provide that paper trail, and he wanted to look at it.
- Norm Crume stated Saturday, May 16th would be the Annual Serve Day. They just had their first meeting. They needed volunteers to help clean up the town – fixing fences, weeding, painting, removing graffiti, whatever. They were looking for key individuals capable of putting together a team to organize a particular group. They could contact him or the Mayor to get that set up.

Mayor Dominick stated they were also looking for donations of material – paint, brushes, hammers, nails, etc.

- Dan Jones stated three months ago, he had asked for a printout on the Public Works facility, and the total cost, and that had been provided by the City Manager. He had an extra copy if anyone wanted one. He appreciated getting the document.
- Charlotte Fugate stated there had been rumor swirling around the city for about three months, and she wanted to address it. It was about the cost of the Public Works road. The cost, according to some people on the Council, was \$70K. After checking with the Public Works staff, the cost of the road was \$10,093. They got the grindings from the airport project for free, the fellow delivered the materials, and staff used some of the chip seal that was left over. She wanted that cleared up. She felt like they had an obligation as Councilors to be truthful and to speak the truth. She wanted to let everyone know that was the cost, and she had the document with her if anyone wanted a copy.

Jackson Fox stated his point of contention was that money was spent from an approval project, taken from that, and spent on an unapproved project. That was a violation of the code.

Ms. Fugate stated she was talking about the \$70K that it was supposedly supposed to cost, and it didn't cost \$70K.

Mr. Fox stated it didn't cost \$10K either.

Ms. Fugate stated according to the Public Works Director...

Mr. Fox stated those chips were not free.

Ms. Fugate stated sated she did not interrupt him when he was talking, so don't interrupt her. Thank you.

- Mayor Dominick stated on March 13th, the Sister City Delegates would be here. There would be five ladies from Japan, ages 18-21. They had the host families lined up, and there were many activities planned for around the area, but were still looking for ideas on other things to do. They were also looking for donated items for their welcome bags. The 40th Anniversary was coming up, and he anticipated having a large delegation come to Ontario.

EXECUTIVE SESSION

Executive Session: ORS 192.660(2)(d)

An executive session was called at 8:08 p.m. under provisions of ORS 192.660(1)(d) to discuss labor negotiations. The Council convened into a second Executive Session at 9:05 p.m.

Executive Session: ORS 192.660(2)(h)

An executive session was called at 9:06 p.m. under provisions of ORS 192.660(1)(h) to discuss pending or potential litigation. The Council reconvened into regular session at 9:23 p.m.

AMEND AGENDA

David Sullivan moved, seconded by Ronald Verini, to amend the Agenda to include item 7E, formation of a temporary gain-sharing committee to evaluate Loren Weideman's gain sharing proposal. Roll call vote: Crume-yes; Fox-yes; Fugate-yes; Jones-yes; Sullivan-yes; Verini-yes; Dominick-yes. Motion carried 7/0/0.

Formation of Temporary Gain-Sharing Committee to Evaluate Loren Weideman's Gain-Sharing Proposal

Larry Sullivan, City Attorney, stated the purpose of this agenda item was to consider whether to establish a procedure to evaluate employee Loren Weideman's Gain-sharing proposal.

In 2004, the City Council adopted a Gain-sharing policy through Resolution No. 2004-130 as a financial incentive for employees to submit cost-saving ideas. The policy included a procedure to evaluate and approve Gain-sharing proposals submitted by employees. The policy required that a Gain-sharing Committee be formed to evaluate proposals and make recommendations to the City Council. The policy gave the Council final authority to approve or disapprove Gain-sharing proposals.

In August, 2005, employee Loren Weideman submitted a Gain-sharing proposal to reduce the number of employees at the Wastewater Treatment Plant by contracting out the work to a local farmer through the farmer's share-crop agreement with the City. The City subsequently reduced, through attrition, the number of employees at the Wastewater Treatment Plant, and renegotiated the share crop agreement with the local farmer.

Although Mr. Weideman's proposal was reviewed by both the former Public Works Director, Steve Gaschler, and the former City Manager, Scott Trainor, no Gain-sharing Committee was convened to evaluate the proposal and no formal action was taken on the proposal to determine whether it met the criteria in the Gain-sharing policy; whether it resulted in cost savings to the City; or the amount, if any, of those savings.

In 2009, the City Council rescinded the Gain-sharing policy through Resolution No. 2009-120.

On January 11, 2012, a claim against the City was made by an attorney in a letter sent on Mr. Weideman's behalf demanding that the City pay Mr. Weideman an amount specified in the letter for his Gain-sharing proposal.

Although the Gain-sharing policy was rescinded by the Council, this would not prevent the Council from temporarily adopting the same procedure specified in Resolution No. 2004-130 solely for the purpose of processing Mr. Weideman's Gain-sharing proposal. This could be done by forming a temporary Gain-sharing committee solely for the purpose of evaluating Mr. Weideman's proposal and making a recommendation to the Council. Following this procedure, the Committee would consist of the current City Manager, Public Works Director and Finance Director, as well as a Council member appointed by the Mayor.

Temporarily adopting this procedure would not authorize employees to make any new Gain-sharing proposals. The only proposal that would be evaluated would be Mr. Weideman's 2005 proposal.

Charlotte Fugate moved, seconded by Norm Crume, that the Mayor and City Council establish a temporary Gain-sharing Committee, consisting of the City Manager, Public Works Director, Finance Director, and a Council member appointed by the Mayor, solely for the purpose of evaluating and making a recommendation to the Council concerning Loren Weideman's 2005 Gain-sharing proposal, applying the same criteria and standards as set forth in former Resolution No. 2004-130. Roll call vote: Crume-yes; Fox-yes; Fugate-yes; Jones-yes; Sullivan-yes; Verini-yes; Dominick-yes. Motion carried 7/0/0.

Mayor Dominick stated Councilor Sullivan would be the Council representative on the Committee.

ADJOURN

David Sullivan moved, seconded by Ronald 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:

ATTEST:

Joe Dominick, Mayor

Tori Barnett, MMC, City Recorder

CONSENT AGENDA
February 21, 2012

TO: Mayor and City Council

FROM: Dan Shepard, Engineering Technician III

THROUGH: Chuck Mickelson, Public Works Director

SUBJECT: REQUEST FOR SPECIAL PERMISSION TO CONNECT TO SANITARY SEWER

DATE: February 16, 2012

SUMMARY:

- Exhibit "A" - Subject Property

Dale Ayers and his wife Marguerite, who own the property at 1436 Horning Way, are requesting special permission from the City Council to connect to the sanitary sewer main near their property. Their septic system is failing and Malheur County Environmental will not issue a permit to repair the system because they are located within 300 feet of a municipal sewer main.

PROBLEM DISCUSSION:

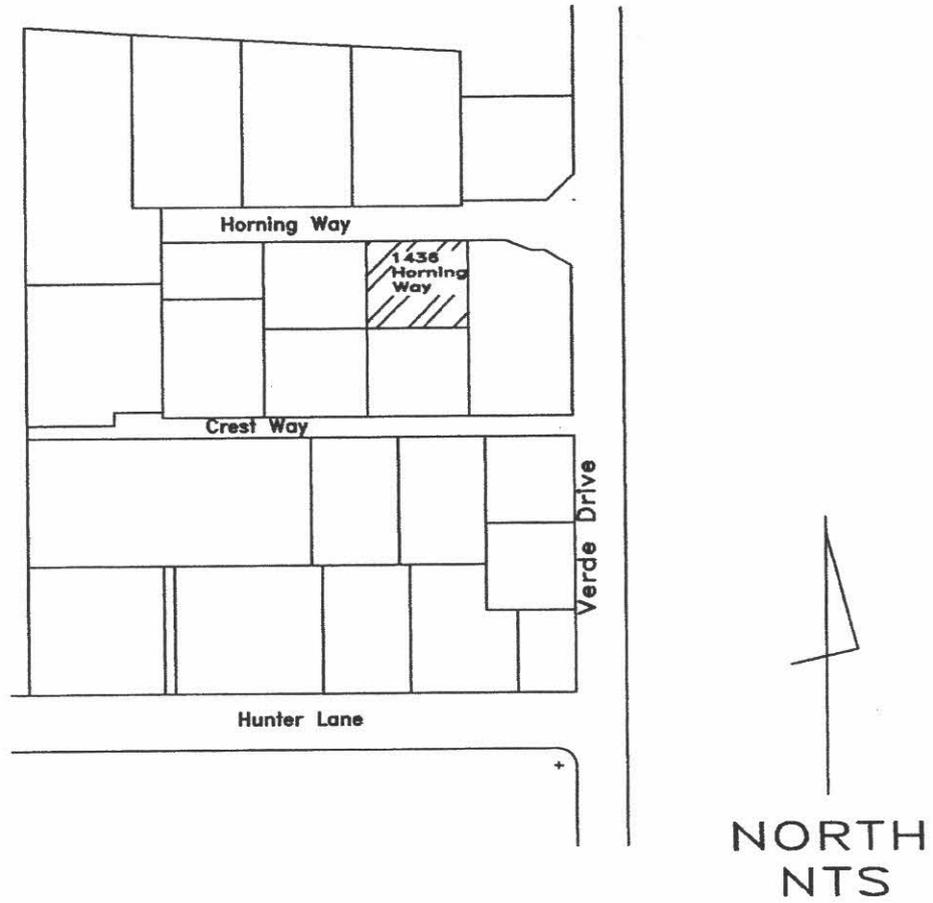
The property on Horning Way is located within 300 feet of the City of Ontario's sanitary sewer main. Oregon Department of Environmental Quality regulations do not allow Malheur County Environmental to issue a permit to fix or construct a septic system if the lot is within 300 feet of a public sewer system. Ontario Municipal Code, Title 8, Chapter 7, Section 8-7-4(M) states "No Sewer Connection Outside City. There shall be no properties outside the City connected to the City sewer lines, except by special permission of the Council." Previous requests to connect from properties outside the city limits have been required by City Council to annex if their property is contiguous to city limits. The property is not contiguous to city limits and therefore not able to annex. This property is under an agreement to annex but is not annexed at this time.

RECOMMENDATION:

Staff recommends granting permission for Mr. Ayers to connect to the City's municipal sewer system.

Exhibit "A"

Request to Connect to Sewer
1436 Horning Way (Ayers)
02-21-2012



Request to Connect to sanitary
sewer outside city limits
Dale Ayers
1436 Horning Way

Location Map

OLD BUSINESS AGENDA REPORT

February 21, 2012

TO: Mayor and City Council

FROM: Larry Sullivan, City Attorney

THROUGH: Henry Lawrence, City Manager

SUBJECT: ORDINANCE # AN ORDINANCE CONSENTING TO THE ASSIGNMENT OF THE MALHEUR HOME TELEPHONE COMPANY FRANCHISE TO CENTURYLINK QC (FINAL READING)

DATE: February 13, 2012

SUMMARY:

Attached is the following document:

- Ordinance #2666-2012

There have been no changes since First Reading.

PREVIOUS COUNCIL ACTION:

02-06-2012 Council passed Ordinance #2666-2012 on First reading.

STAFF RECOMMENDATION:

Staff recommends that the Council approve Ordinance #2666-2012.

PROPOSED MOTION:

I move that the Council adopt Ordinance #2666-2012, AN ORDINANCE CONSENTING TO THE ASSIGNMENT OF THE MALHEUR HOME TELEPHONE COMPANY FRANCHISE TO CENTURYLINK QC on Second and Final Reading by Title Only.

ORDINANCE NO. 2666-2012

**AN ORDINANCE CONSENTING TO THE ASSIGNMENT OF
THE MALHEUR HOME TELEPHONE COMPANY FRANCHISE
TO CENTURYLINK QC**

WHEREAS, In Ordinance 2626-2009 the City of Ontario entered into a franchise agreement with Malheur Home Telephone Company to use City rights of way for a telecommunications network; and

WHEREAS, Ordinance 2626-2009 refers to Malheur Home Telephone Company as “PROVIDER” and to the City of Ontario as “CITY”; and

WHEREAS, Malheur Home Telephone Company was a wholly owned subsidiary of Qwest Corporation (“Qwest”), and Malheur Bell’s operations have been consolidated into the operations of Qwest; and

WHEREAS, On December 10, 2009, the Oregon Public Utility Commission approved the consolidation in Order No. 09-483, with an effective date of December 14, 2009; and

WHEREAS, as a result of the consolidation, Qwest requested an assignment of the franchise granted by Ordinance No. 2626-2009; and

WHEREAS, Section 10.8 of Ordinance 2626-2009 prevents a transfer of ownership or control of a majority interest in the telecommunications system without the consent of the City; and

WHEREAS, Qwest is now doing business under the name of CenturyLink QC as an assumed business name; and

WHEREAS, subsequent to the CITY’s grant of the franchise to Malheur Bell, CITY amended Chapter 2 of Title 3, the Telecommunications Chapter of the Ontario City Code, by adding Section 3-2-47A, requiring the maintenance of telecommunications facilities in a nuisance-free condition; and

WHEREAS, all telecommunications franchises with City are granted subject to the provisions of Chapter 2 of Title 3 of the City Code.

NOW THEREFORE, The Common Council for the City Of Ontario ordains as follows:

SECTION 1. CITY consents to the consolidation of Malheur Home Telephone Company into CenturyLink and the substitution of CenturyLink QC for Malheur Home Telephone Company as PROVIDER, subject to acceptance by CenturyLink QC of the terms and provisions of Chapter 2 of Title 3 of the Ontario City Code, which is attached hereto as Exhibit "1" and incorporated herein by reference.

SECTION 2. Ordinance 2626-2009 is amended by substituting Qwest Corporation, doing business as CenturyLink QC, for Malheur Home Telephone Company as PROVIDER.

SECTION 3. Within 30 days of the effective date of this ordinance, CenturyLink QC as PROVIDER shall file with the City Recorder an unconditional acceptance of the franchise agreement in Ordinance 2626-2009 and all of its terms and conditions, and if CenturyLink QC fails to do so, this ordinance shall be void and of no effect.

APPROVED by the Mayor this ____ day of _____, 2012.

ATTEST:

Joe Dominick, Mayor

Tori Barnett MMC, City Recorder

ACCEPTANCE BY PROVIDER:

Ordinance No. _____ accepted this _____ day of _____, 2012.

QWEST CORPORATION,
doing business as CENTURYLINK QC

By: _____
Carrick Inabnett
Assistant Secretary and Associate General Counsel

Snake River Transit System
and
Bus Shelter Design
Presentation
(Hand-Outs)

City Council Meeting
February 21, 2012

Graphic Impressions

360 SE 2nd Street
Ontario, OR 97914

Custom Estimate

Phone	Fax
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541-881-1600 (866) 738-6079

E-mail

gisigns@yahoo.com

Date	CE#
1/12/2012	1171

Name / Address

Snake River Transit

Customer Phone:

Customer Alt. Phone:

Customer Fax:

Customer E-mail:

Customer Cont...

Snake River Transit

Project description	Qty	Cost	Project Total
Ad space 'A': 25" x 44" Full Color printed perforated vinyl graphics applied to transit bus side window. Includes initial application and removal at one year mark.	1	165.00	165.00
Ad space 'B': 20" x 22" Full Color printed perforated vinyl graphics applied to transit bus back window. Includes initial application and removal at one year mark.	1	95.00	95.00
Ad space 'C': 20" x 22" Full color printed and laminated vinyl graphics applied to painted surface on back of bus. Includes initial application and removal at one year mark.	1	110.00	110.00
Total			\$370.00

Any changes to the above descriptions may alter price.
Quotes are good for 30days from above date.
Installation is customers responsibility unless otherwise stated.
50% deposit is required on most orders.
Balance is due when project is completed.

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Signature _____ Deposit amount \$ _____ Check # _____

MALHEUR COUNCIL ON AGING & COMMUNITY SERVICES



Malheur Express

Advertising space A - 24" x 44" CURB APPEAL POSTER Full Color Vinyl Graphics Applied to Vehicle Side Window.

	1 month	2 months	3-5 months	6-11 months	12 + months
1 to 3 signs	\$275	\$220	\$198	\$178	\$161
4 to 6 signs	\$248	\$198	\$178	\$161	\$144

Posters are printed on perforated window film. Because posters are applied directly to the windows of the vehicle they are not re-usable.

Advertising Space B - 20" x 22" EXTERIOR TAIL SIGNS Full Color Vinyl Graphics Applied to Transit Bus Back Window & Painted Surface

	1-2 months	3-5 months	6-11 months	12 + months
1 to 3 signs	\$182	\$165	\$149	\$132

Exterior Window Tail Signs are printed on perforated window film. Signs are applied directly to the body and windows of the vehicle they are not re-usable.

Advertising Space C - "20 x 22" UPPER EXTERIOR TAIL SIGNS Full Color Laminated Vinyl Graphics Applied to Painted Surface on Back of Bus.

	1-2 months	3-5 months	6-11 months	12 + months
1 to 2 signs	\$192	\$175	\$159	\$142

Upper Exterior Tail Signs are printed on laminated Vinyl Graphics - Signs applied directly to the body of the vehicle they are not re-usable.

*****There is an additional fee per-poster printing, installation cost, and removal at one year mark (see Graphic Impressions Invoice).**

*****Advertiser must arrange and pay for design and production of signs independently.**

Need A Ride



PUBLIC TRANSIT DIVISION
OREGON DEPARTMENT OF TRANSPORTATION

THIS AGREEMENT is made and entered into by and between **The State of Oregon**, acting by and through its Department of Transportation, Public Transit Division, hereinafter referred to as "**State**," and **Malheur Council on Aging and Community Services**, hereinafter referred to as "**Recipient**," and collectively referred to as the "**Parties**."

RECITALS

1. By the authority granted in Oregon Revised Statutes (ORS) 190.110 and 283.110, state agencies may enter into agreements with units of local government, other state agencies or tribes for the performance of any or all functions and activities that a party to the agreement, its officers, or agents have the authority to perform.
2. By the authority granted in ORS 184.670 to 184.733, State, acting through the Oregon Transportation Commission, is authorized to enter into agreements and disburse funds for the purpose of supporting public transportation.
3. This Agreement is based upon and subject to Oregon Revised Statutes, Oregon Administrative Rules (OAR), Federal Transit Administration (FTA) regulations, and FTA Circular 9045.1 including all associated references and citations. From time to time these laws, rules and regulations may be amended and State reserves the right to amend this Agreement if it is affected. State will provide thirty (30) days' notice of impending changes and will prepare an amendment to this Agreement incorporating the changes to be executed by the Parties.

NOW THEREFORE, the premises being in general as stated in the foregoing Recitals, it is agreed by and between the Parties hereto as follows:

TERMS OF AGREEMENT

1. Recipient enters into this Agreement with State to secure financial assistance to perform activities, hereinafter referred to as "**Project**", described in Exhibit A, attached hereto and by this reference made a part hereof.
2. The total Project cost is estimated at **\$20,818.00**, which is subject to change. The maximum allowable reimbursement by State shall be either **80.00%** of allowable costs, or **\$16,654.00**, whichever is less. Disbursements shall be made as provided in Section II, State Obligations, Paragraph A., of this Agreement.
3. The term of this Agreement will begin on **July 1, 2011** or upon execution by all Parties, whichever date is later, and shall expire, unless earlier terminated or extended by an executed amendment, on **June 30, 2013** (Expiration Date).
4. It is mutually agreed and understood by State and Recipient that Recipient may enter into an agreement with one or more additional entities (subrecipients) to complete the Project.
 - a. If subrecipients are to be used, Recipient agrees to do so only through a signed written agreement (subagreement). Subagreements shall incorporate and pass through all of the applicable requirements of this Agreement to any subrecipient. Use of a subagreement does not relieve Recipient of its responsibilities to carry out the terms and conditions of this Agreement.
 - b. Recipient also agrees to provide State with a copy of any signed subagreement within thirty (30) days of execution. Any substantial breach of a term or condition of a subagreement by a subrecipient relating to funds covered by this Agreement must be reported by Recipient to State within ten (10) days of its being discovered.
 - c. The use of subagreements shall not apply to procurements of goods and services supplied by subcontractors. Recipients and subrecipients shall follow procedures described in Section I, Recipient Obligations, Paragraph A(2) of this Agreement for procurement contracts used to buy goods and services from subcontractors.
5. The following documents are attached hereto and by this reference made a part of this

EXHIBIT A

Project Description and Budget

Project Description/Scope of Work The sole purpose of this Grant Agreement is to provide funding for the following projects:

Project Title: 27635 New Freedom MCOA&CS Facility				
<i>New Freedom MCOA Mob Mgmt</i>				
Item #1: Furniture & Graphics				
	Total	Grant Amount	Local Match	Match Type(s)
	\$10,818.00	\$8,654.00	\$2,164.00	Local
Item #2: Passenger Shelters				
	\$10,000.00	\$8,000.00	\$2,000.00	Local
Sub Total	\$20,818.00	\$16,654.00	\$4,164.00	
Grand Total	\$20,818.00	\$16,654.00	\$4,164.00	

- *This grant agreement provides funding to purchase and install approximately 2 bus passenger shelters and 9 benches to support the transportation needs of the general public and older adults and people with disabilities. The purpose of the passenger shelters is to provide shelter from weather, other amenities, and to provide signage for transit routes.*

A National Environmental Policy Act (NEPA) environmental assessment (EA) is not required for this project. However, a Documented Categorical Exclusion (DCE) or a waiver to the DCE must be submitted, approved by FTA and a copy of the approval forwarded to the State.

This award is contingent on approval of the DCE as described at time of application. Any expenses incurred will not be reimbursed if the project's scope is changed or altered and a DCE review is not approved in advance of any work being performed.

By accepting federal funds, Recipient certifies that the project will meet all Americans with Disabilities Act (ADA) requirements as set forth in 49 CFR parts 27, 37, and 38.

Shelter Planning/Preparation: Associated services and permits and permissions clearly needed to proceed with the project are included in the reimbursable expenses associated with this Grant Agreement.

Shelter Construction/Installation: Associated services and equipment clearly needed to put the passenger shelters into service, costs incurred from the procurement process, delivery charges, and post-delivery inspections are included in the reimbursable expenses associated with this Grant Agreement.

Reporting Requirements: Recipient, by signing this Grant Agreement, will provide report information as prescribed by ODOT on these structures as long as they remain in public transportation service.

Invoice Requirements: Provide required Reimbursement Request form provided by ODOT or use the online system. In addition, submit a cover documenting the total expenses for the deliverables during the period covered. Copies of invoices must be submitted for all vendor charges. In-house direct charges may be documented in a spreadsheet or time report of the agency. Signature of the agency's designated representative is required, either electronic or written.

Certification attesting to any land and building permits, inspections and occupancy requirements must be submitted prior to final payment. Also submit a service map with shelter and sign locations. Either an on-site inspection by State staff or photos of installations must be provided prior to final payment.

In-kind match is allowed for donated labor, donated equipment, materials and services, if a part of the project, cost is documented properly, and the activity is not used as a match for any other grant or contract. In-kind contributions may be limited to 50 percent of the match, and must be documented as to date or time frame of contribution and the value of the contribution. Administration and facility contributions are must be directly attributed to the project.

Receipt of federal funds for construction projects requires that labor must be paid at the prevailing wage as prescribed by the Davis-Bacon Act.

All work must be done, all purchases received and all installations must be completed prior to the expiration date of this Grant Agreement. If an extension for time is required, a request must be received by ODOT at least 45 days prior to the expiration date.

Expected start date of project: August 2011.

Expected completion date: November 2011.

DISCUSSION ITEM AT WORK SESSION

February 16, 2012

TO: Mayor and City Council

FROM: Chuck Mickelson
Public Works Director

THROUGH: Henry Lawrence, City Manager

SUBJECT: Electrical and Plumbing Inspection Proposal for the City of Ontario

DATE: February 13, 2012

SUMMARY:

Staff has been approached by an electrical inspector who is interested in providing inspection services for the City of Ontario. Plumbing inspection would also be part of the package. If the City Council is interested in considering this, staff would prepare a RFP so that all interested parties would have the opportunity to submit a proposal.

BACKGROUND:

The City currently issues structural and mechanical permits through Dwayne Holloway, our contract building official. The City collects the building permit fees and distributes the fees to the City of Fruitland and the State of Oregon. The City retains 50% of the permit fee for operational expenses.

Inspections Inc. provides the electrical and plumbing inspections within the City of Ontario. The City does not receive any portion of the fee nor is there any coordination with the City. The City does not have a contract with Inspections Inc. There is a contract between Malheur County and Inspections Inc.

Staff believes that this option should be considered. The proposal is for the electrical and plumbing permits to be issued by the City's permit technician and coordination between the building inspector (Dwayne) and the contract electrical and plumbing inspectors would be enhanced. The City would also retain a portion of the permit fees to cover expenses.

There are a number of approvals that will be necessary from the State of Oregon in order for the City to undertake the inspections. If the City Council is willing to consider this option, staff would prepare an RFP in accordance with Oregon statutes. The PWC would also be asked to be involved in the selection process.