

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

**AGENDA**

**CITY COUNCIL - CITY OF ONTARIO, OREGON**

**Monday, July 20, 2015, 7:00 p.m., M.T.**

- 1) Call to order**  
Roll Call: Norm Crume \_\_\_\_\_ Tessa Winebarger \_\_\_\_\_ Charlotte Fugate \_\_\_\_\_ Thomas Jost \_\_\_\_\_  
Larry Tuttle \_\_\_\_\_ Betty Carter \_\_\_\_\_ Mayor Ron Verini \_\_\_\_\_

**2) Pledge of Allegiance**

This Agenda was posted on Wednesday, July 16, 2015. Copies of the Agenda are available at the City Hall Customer Service Counter and on the city's website at [www.ontariooregon.org](http://www.ontariooregon.org).

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

**4) Local Contract Review Board**

- A) Resolution #2015-134: Declare Sole Source - iFocus (OPD Mobile Units) ..... 1-3

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

- A) Approval of Minutes of Regular Meeting of 06/15/2015 ..... 4-9  
B) Approval of Minutes of Work Session of 05/14/2015 ..... 10-11  
C) Liquor License Application: New/Off Premises - In & Out C-Store ..... 12  
D) Liquor License Application: New/Off Premises - Gonzalez Market ..... 13  
E) Liquor License Application: New/On Premises - King's Bar ..... 14  
F) Approval of the Bills

- 6) Public Comments:** Citizens may address the Council; however, Council may not be able to provide an immediate answer or response. 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.

**7) Department Head Updates: Thursday**

**8) New Business**

- A) Appointment to Recreation Board: Lynsey Hansen ..... 15-16  
B) Ordinance #2704-2015: Amend OMC 3-23 - Prohibiting Medical and Recreational Marijuana Processing Sites, Dispensaries, Producers, Processors, Wholesalers, and Retailers; Declaring an Emergency (1<sup>st</sup> Reading) ..... 17-21  
C) Resolution #2015-135: Set Plan to Correct Audit Deficiencies Per ORS 297.466 ..... 22-27  
D) Resolution #2015-136: Txf Funds for Idaho Power Site Selection Program ..... 228-31  
E) Resolution #2015-137: Txf Funds for Downtown Facade Grant Program ..... 32-45  
F) Resolution #2015-138: Adopt Collective Bargaining Agreement - OPD ..... 46-93

**9) Public Hearing**

- A) Ordinance #2703-2015: Amend 10A & 10B of P&Z Code; Define Utility Facility; Permit a Utility Facility as a Conditional Use in AD Zone; Increase Rear/Side Yard Setbacks to Meet Fire Code; Amend Notice to DLCD (1<sup>st</sup> Reading) ..... 94-101

**10) Hand-Outs/Discussion Items**

- A) City Manager Recruitment  
B) Minutes: County Court (06-10-2015)  
C) Department Stats-June: Fire, Police, PW  
D) Financials

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

**12) Adjourn**

**AGENDA REPORT – LOCAL CONTRACT REVIEW BOARD**  
July 20, 2015

TO: Mayor and City Council

FROM: Chief Mark Alexander

THROUGH: Tori Barnett, Interim City Manager

**SUBJECT: RESOLUTION #2015-134: A RESOLUTION AUTHORIZING IFOCUS AS THE CITY'S SOLE SOURCE FOR MOBILE APPLICATION FOR POLICE RECORDS MANAGEMENT SYSTEM**

DATE: July 7, 2015

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**SUMMARY:**

Attached is the following document:

- Resolution 2015-134

Through the FY 2015-16 budget process, the police department was approved to implement a mobile application to our current records management system, which is provided through Custom Micro Incorporated (CMI). iFocus is an exclusive company working with CMI to provide mobile applications of their product. The Council, as the Local Contractor Review Board, can authorize staff to sole-source iFocus to complete the project.

**BACKGROUND:**

Police Departments utilize computerized Records Management Systems (RMS) to maintain a variety of records for daily use. RMS can maintain data such as police reports, crime statistics, wanted person records, stolen property, evidence, crash data, inventories, and jail records. Data entry and extraction from RMS is vital to police functions.

There is a variety of RMS available from numerous vendors. Systems can range from very basic to very robust, providing an array of data that can be presented in impressive manners. The price range for RMS also varies and can easily cost over \$100,000.

The Ontario Police Department has utilized different versions of RMS, provided by Custom Micro Incorporated for over 20 years. The current RMS version from CMI is called "Justice".

Malheur County Sheriff's Office and Nyssa Police Department consolidated into the Justice system with the Ontario Police Department in 2008. There have been great benefits relating to info-sharing when the three agencies combined their information into one system. When 9-1-1 consolidation occurred, the usual hurdle of a common RMS between agencies was eliminated.

The ability for a police officer to extract data from a RMS in the field can be of great value. Real-time information improves efficiency, increases safety and reduces a burden to dispatch centers. Mobile data access by police officers is becoming a very common practice.

Not being a web-based RMS, the ability to have mobile data through Justice has been problematic and unavailable. This was noted as a deficiency in the recent ICMA study. The Police Department has considered changing vendors in order to utilize mobile data, but it has been cost prohibitive and now requires the other police agencies to do the same.

CMI recently worked exclusively with a company, iFocus, to provide a mobile data application for Justice. There are no other options to implement mobile data from the Justice system. The Police Department is requesting the Council, acting as the Local Contractor Review Board, to authorize sole source status to iFocus for the purchase of their Justice related mobile data application.

**ALTERNATIVE:**

The Local Contractor Review Board could deny the Sole Source award.

**FINANCIAL IMPLICATIONS:**

The portion of this project to be paid to iFocus was included in the current FY 2015-16 budget for \$38,780.

**RECOMMENDATION:**

Staff recommends that the Local Contractor Review Board adopt Resolution 2015-134.

**PROPOSED MOTION:**

I move that the City Council, acting in their capacity as the Local Contractor Review Board, adopt **Resolution 2015-134, A RESOLUTION AUTHORIZING IFOCUS AS SOLE SOURCE FOR POLICE MOBILE DATA APPLICATION.**

**RESOLUTION # 2015-134**

**A RESOLUTION AUTHORIZING IFOCUS AS SOLE SOURCE FOR  
POLICE MOBILE DATA APPLICATION**

- WHEREAS,** records management systems within police agencies are imperative to daily functions; and
- WHEREAS,** the Ontario Police Department currently uses a system through Custom Micro Incorporated and is limited to office data retrieval only; and
- WHEREAS,** mobile data applications from records management systems increase efficiency and safety; and
- WHEREAS,** iFocus is the manufacturing representative and agent for mobile data applications for Custom Micro Incorporated.

**NOW THEREFORE, BE IT RESOLVED** by the Ontario City Council, acting in their capacity as the Local Contractor Review Board, to authorize iFocus as Sole Source mobile data application.

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

**PASSED AND ADOPTED** by the Ontario City Council, acting in their capacity as the Local Contractor Review Board, this 20th day of July 2015.

Ayes:

Nays:

Absent:

**APPROVED** by the Mayor this 20th day of July 2015.

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Ronald Verini, Mayor

ATTEST:

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Tori Barnett, MMC, City Recorder

**ONTARIO CITY COUNCIL MEETING MINUTES  
Monday, June 15, 2015**

The regular meeting of the Ontario City Council was called to order by Mayor Ronald Verini at 7:00 p.m. on Monday, June 15, 2015, in the Council Chambers of City Hall. Council members present were Ronald Verini, Norm Crume, Charlotte Fugate, Thomas Jost, Larry Tuttle, and Betty Carter. Tessa Winebarger participated by phone.

Members of staff present were Tori Barnett, Larry Sullivan, Kari Ott, Mark Alexander, Cliff Leeper, Betsy Roberts, and Dan Cummings. The meeting was recorded, and copies are available at City Hall.

Larry Tuttle led everyone in the Pledge of Allegiance.

**AGENDA**

Mayor Verini stated there were several changes to the Agenda: moving Old Business, Ordinance 2702-2015 directly under the motion to adopt the entire agenda; add an appointment to the Public Works Committee under Consent Agenda; chip sealer bid award under New Business, with accompanying resolution; and the bid award for a dump truck, also under New Business.

Tori Barnett, Interim City Manager, stated they also needed to include monthly department stats from the Police Department and CH2M Hill.

Betty Carter moved, seconded by Norm Crume, to adopt the Agenda as amended. Roll call vote: Crume-yes; Winebarger-yes; Fugate-yes; Jost-yes; Tuttle-yes; Carter-yes; Verini-yes. Motion carried 7/0/0.

**OLD BUSINESS**

**Ordinance #2072-2015: Establish OMC 4-3 re: Business Registrations (Final Reading)**

Tori Barnett, Interim City Manager, presented.

There were no changes since the presentation at the Thursday work session.

Councilor Jost asked once the data base was established, who would have access to it.

Ms. Barnett stated it would be herself, Marcy Siriwardene, Corinna Hysell, and those affiliated with public safety.

Thomas Jost moved, seconded by Betty Carter, to adopt Ordinance #2072-2015, AN ORDINANCE ADDING CHAPTER 4 TO TITLE 3 OF THE ONTARIO MUNICIPAL CODE TO REQUIRE BUSINESS REGISTRATIONS FOR ALL BUSINESSES, on Second and Final Reading by Title Only. Roll call vote: Crume-no; Winebarger-yes; Fugate-yes; Jost-yes; Tuttle-no; Carter-yes; Verini-yes. Motion carried 5/2/0.

Councilor Winebarger asked to be released from the remainder of the meeting. So granted.

**CONSENT AGENDA**

Council consensus to cancel the work section of July 2, 2015, and the Council meeting of July 6, 2015.

Ms. Barnett stated the appointment to Public Works would be a replacement member for Dan Cummings, who resigned when he took employment with the city.

Councilor Tuttle stated that he was a fine young man and ~~he~~ would be a good asset to the community.

Norm Crume moved, seconded by Thomas Jost, to approve Consent Agenda Item A: Minutes of the Regular Meeting of June 01, 2015; Item B: Approval of the Bills; and Item C: Appointment of Public Works Committee. Roll call vote: Crume-yes; Winebarger-out; Fugate-yes; Jost-yes; Tuttle-yes; Carter-yes; Verini-yes. Motion carried 6/0/1.

**NEW BUSINESS**

**RESOLUTION 2015-128: RECEIVING/EXPENDING GRANT FUND**

Kari Ott, CPA, Finance Department, presented.

There were two issues: First, there were unexpected grant funds that could be used for the NW Washington Project; and second, funds needed to be appropriated in the Aquatic Fund to pay for some consulting with the YMCA and HSA. On June 1, 2015, the Council approved working with the YMCA and HSA to consult with for plans for the construction of the swimming pool.

The NW Washington project had a little grant funding from ODOT that could be used. There was \$12,302 of expenses that would be reimbursed by the grant. Those grant funds needed to be recognized in the 2014-2015 budget.

CH2M presented a staff report to the Council, seeking approval to work with the YMCA and HSA on the pool project. The proposed resolution would move Contingency Funds to Contract Services in the Aquatic Fund.

Thomas Jost moved, seconded by Norm Crume, that the Council adopt **Resolution #2015-128, A RESOLUTION ACKNOWLEDGING RECEIPT AND APPROPRIATION OF GRANT FUNDS AND APPROPRIATING EXPENDITURES WITHIN THE AQUATIC FUND**. Roll call vote: Crume-yes; Winebarger-out; Fugate-yes; Jost-yes; Tuttle-yes; Carter-yes; Verini-yes. Motion carried 6/0/1.

**RESOLUTION 2015-129: CLOSE UNNECESSARY 911 AND PUBLIC WORK FUNDS**

Kari Ott, CPA, Finance Department, presented.

The proposed resolution would close funds deemed unnecessary. Due to the consolidation of the 911 services with Malheur County, the 911 Fund was considered unnecessary. The balance of \$109,895.86 remaining in the fund would be transferred to the General Fund.

As CH2M Hill was now performing Public Works services, the Administrative Public Works Fund had become unnecessary. Any remaining balance would be transferred to the Water, Sewer, and Storm Sewer Funds.

On June 30, 2015, \$109,895.86 would be transferred to the General Fund from the 911 Fund. In addition, if there were any remaining funds in the Public Works Fund, the balance would be transferred to the Water, Sewer, and Storm Sewer Funds.

Norm Crume moved, seconded by Thomas Jost, that the City Council adopt **RESOLUTION #2015-129, A RESOLUTION CLOSING UNNECESSARY 911 AND PUBLIC WORKS FUNDS**. Roll call vote: Crume-yes; Winebarger-out; Fugate-yes; Jost-yes; Tuttle-yes; Carter-yes; Verini-yes. Motion carried 6/0/1.

**RESOLUTION 2015-130: GASB 54 END FUND BALANCE POLICY 2014-2015**

Kari Ott, CPA, Finance Department, presented.

The proposed resolution was to establish fund balance policies to comply with GASB Pronouncement 54. The City Council elected and reserved the authority to establish and modify commitments of ending fund balances pursuant to GASB 54 requirements. The Council elected to commit the 2014-2015 ending fund balance for specific uses in 2015-2016.

Betty Carter moved, seconded by Norm Crume, that the City Council adopt **Resolution #2015-130, A RESOLUTION ESTABLISHING POLICIES RELATED TO ENDING FUND BALANCES FOR 2014-2015 PURSUANT TO GASB 54 REQUIREMENTS**. Roll call vote: Crume-yes; Winebarger-out; Fugate-yes; Jost-yes; Tuttle-yes; Carter-yes; Verini-yes. Motion carried 6/0/1

**RESOLUTION 2015-133: PURCHASE OF THE 4 WHEEL DRIVE CHIP SPREADER.**

Dave VanWagoner, CH2M, presented.

The Public Works Department received just one bid from a vendor in Pocatello that offered refurbished chip spreaders. No other vendors were responsive in offering used and/or refurbished machines. The vendor, Geff's Manufacturing, submitted the following bid:

Complete refurbished chip spreader:	\$85,000
Freight:	<u>\$1,150</u>
Total bid price:	\$86,150
Trade in allowance:	<u>- \$3,000</u>
Delivered to Ontario Public Works shop:	<b>\$83,150</b>

The Council previously approved the use of Repair Budget money for the replacement of the Public Works Department chip spreader. The vendor supplying the refurbished unit offered to take payment for the machine over two fiscal years.

The Public Works Department's current chip spreader broke down last year during the chip seal program and the county offered to help finish the chip seal area. This chip spreader had outlived its useful life and only had small value (\$3,000) as a trade-in to be used for parts. It was the intention of the Public Works Department that Repairs Budget money be used over the course of two budget years to replace this unit. By using a portion of the Repairs Budget for this types of repair/replacement, the Public Works Department was able to help the city better focus its CIP budget in other places. The funds would be taken from Line Item 045-090-712106.

Thomas Jost moved, seconded by Norm Crume, that the City Council authorize the Public Works Department to award the bid for the chip spreader to Geff's Manufacturing for the amount of \$83,150.00. Roll call vote: Crume-yes; Winebarger-out; Fugate-yes; Jost-yes; Tuttle-yes; Carter-yes; Verini-yes. Motion carried 6/0/1.

Norm Crume moved, seconded by Betty Carter, that the Council adopt Resolution 2015-133, A RESOLUTION AUTHORIZING EXPENDITURE FOR THE PURCHASE OF A CHIP SPREADER. Roll call vote: Crume-yes; Winebarger-out; Fugate-yes; Jost-yes; Tuttle-yes; Carter-yes; Verini-yes. Motion carried 6/0/1.

**BID AWARD: 5-YARD SINGLE AXLE DUMP TRUCK**

Dave VanWagoner, CH2M Hill, presented.

The Public Works Department received two bids from local vendors regarding the replacement of one of the city's old five-yard dump trucks. It should be noted that no previously-owned units capable of providing the operational functions needed were available at the time of this bid. The two vendors, along with their bid amounts for the total package, were as follows:

- MetroQuip - \$173,300
- Utility Truck Equipment - \$158,861

Without considering deviations of bid items, the apparent low bidder was Utility Truck Equipment, coming in \$14,439 under MetroQuip. When looking at deviations, however, especially as it related to delivery time, certain issues needed to be considered other than just lower initial cost.

The specifications used were necessary to acquire the best possible equipment for the city's needs, many of which addressed the capabilities for snow and ice control activities. In comparing the two vendor's bids, staff found MetroQuip to be the most responsive.

One of the most important considerations was the delivery time, and both vendors were informed of the city's need to replace the presently owned dump truck as soon as possible – hopefully before the next winter season began. This was where the two vendors differed:

MetroQuip delivery – December 2015

Utility Truck Equipment delivery – March 2016

Again, while the initial bid prices were \$14,439 apart, staff believed it was very important for the continued safe and practical operation of the city's snow removal equipment that they be put into service as soon as possible. Last year, Public Works was without the ability to treat snow and ice for six weeks while one of the old dump trucks was broken down.

The City Council previously approved the use of Repair Budget money for the replacement of Public Work's two antiquated dump trucks (one this fiscal year and one next fiscal year). It was estimated that the dump trucks needed would cost approximately \$185,000 each. Acceptance of either bid would come under this initial number by at least \$11,700.

Many of the vehicles or equipment owned by the city were second, third, or fourth generation vehicles, which meant the majority of the operational costs of each piece of equipment had been borne by the city. The equipment in question was a 1985 Ford Dump Truck, which was so old parts were no longer available. The repairs done last winter - after it was out of service for six weeks - were finally realized by fabricating a part no longer available, just to get it "back on the road." There was no guarantee going forward that Public Works would be able to do this with other mechanical issues that arose. The city owned two of this same year dump truck (1985), both with issues relating to operation and the lack of confident continued service.

It was the intention of the Public Works Department that Repairs Budget money be used over the course of two budget years to replace these old units. By using a portion of the Repairs Budget for these types of vehicles/equipment, the Public Works Department was able to help the city better focus its CIP budget in other places. Funding would be out of Line Item #045-090-712105.

A consensus was passed to allow Ray Smith, from MetroQuip, to speak.

Mr. Smith thanked the Council for allowing him to speak. His company was one of the companies to submit a bid for the dump truck, and the bids were reviewed by CH2M Hill. One bid met all the specifications, and one bid did not. The bid that had not met all specifications was the low bid. He stated that while their bid was not the low bid, his concerns were the specifications and what was the reason why the specifications were not met on the low bid.

Mr. VanWagoner stated the majority of the deviations were on the snow and ice equipment. He had not felt that was an issue, and felt the low bidder presented the equivalent. He stated there was one specification that concerned CH2M, and that was a manufacturer that built a hoist cylinder for the dump bed upside down so the smallest part was next to the frame. CH2M was trying to avoid that.

Councilor Jost stated this issue should have been brought up on Thursday.

Councilor Tuttle asked if the difference in cylinder design, was it just because it was a different design then the other manufacture? Did it have the capacity to lift the bed full and dump it?

Mr. VanWagoner stated that was correct.

Councilor Tuttle asked if the difference in design, was that called out on the specs you would not accept?

Mr. VanWagoner stated yes. The wording stated that the inverted hoist would not be accepted.

Councilor Tuttle stated if that was actually stated.

Mr. VanWagoner replied yes, that was stated.

Larry Sullivan, City Attorney, stated the Council had the right to reject any bid. Also, the Council had one of two options - accept the responsive and responsible bid award even if it was more money than the non-responsive bid, or make the decision not to receive any bid.

Mayor Verini wanted to know if there was plenty of time for bids to be submitted because of only receiving two bids.

Mr. VanWagoner indicated it had been advertised and posted in a lot of different places.

Councilor Tuttle felt that they should start over on the bids.

Councilor Crume felt that as a Council, they didn't know much about the truck specifications, and relied on staff to put out the bids as they saw fit. If they didn't stand by what had been asked for, it damaged their reputations. Did the truck meet the needs of the Public Works Department as specified?

Mr. VanWagoner stated it did.

Councilor Crume voiced his opinion that they say with the bid presented.

Betty Carter moved, seconded by Norm Crume, that the City Council authorize the Public Works Department to award the bid for the 5-yard, single-axle Dump Truck MetroQuip, with the intention of placing the equipment in service before the winter season is over because MetroQuip was the only responsible bidder. Roll call vote: Crume=yes; Winebarger=out; Fugate=yes; Jost=yes; Tuttle=no; Carter=yes; Verini=yes. Motion carried 5/1/1.

#### **PUBLIC HEARING(S)**

##### **RESOLUTION 2015-131: CITY ELECTION TO RECEIVE STATE REVENUES**

It being the date advertised for public hearing on the matter of Resolution #2015-131, the Hearing was declared open. There were no objections to the city's jurisdiction to hear the action, no abstentions, ex-parte contact, and no declarations of conflict of interest.

Kari Ott, CPA, Finance Department, presented.

The proposed resolution was to "*Declare the City's Election to Receive State Revenue*" pursuant to ORS 221.770. The Ontario Budget Committee held public hearings on May 5, 6, and 7, 2015. The 2015-2016 annual budget contained revenue sharing from the State of Oregon. The City Council held a public hearing on June 15, 2015, giving the citizens an opportunity to comment on the use of State Revenue Sharing, pursuant to ORS 221.770.

Adoption of the proposed resolution would provide the city the ability to share in State Revenue that was shared with cities throughout Oregon.

The Hearing was opened for public testimony.

Opponents: None.

Proponents: None.

There being no Proponent and no Opponent testimony, the Hearing was closed.

Norm Crume moved, seconded by Thomas Jost, that the City Council adopt **RESOLUTION #2015-131, A RESOLUTION DECLARING THE CITY'S ELECTION TO RECEIVE STATE REVENUES FOR FISCAL YEAR 2015-2016**. Roll call vote: Crume=yes; Winebarger=out; Fugate=yes; Jost=yes; Tuttle=yes; Carter=yes; Verini=yes. Motion carried 6/0/1.

**RESOLUTION 2015-132: FY 2015-2016 ADOPT ANNUAL CITY BUDGET**

It being the date advertised for public hearing on the matter of Resolution #2015-132, the Hearing was declared open. There were no objections to the city's jurisdiction to hear the action, no abstentions, ex-parte contact, and no declarations of conflict of interest.

Kari Ott, CPA, Finance Department, presented.

The proposed resolution was to adopt and appropriate the FY 2015-2016 budget; impose taxes upon taxable property; and categorize the taxes imposed.

The City of Ontario Budget Committee held public hearings on May 5, 6, and 7, 2015, and approved the 2015-2016 annual budget. The City Council held a public hearing on June 15, 2015, giving the citizens an opportunity to comment on the annual budget for 2015-2016.

There were only two minor changes to the proposed budget that differed from the budget approved by the Budget Committee, which were an increase in the Police Department due to union negotiations, and a \$2,000 increase in the Cemetery Fund for landscaping. The proposed motion adopted and appropriated the annual budget in the amount of \$26,605,346.

The Hearing was opened for public testimony.

Opponents: None.

Proponents: None.

There being no Proponent and no Opponent testimony, the Hearing was closed.

Thomas Jost moved, seconded by Norm Crume, that the City Council adopt City Council adopt **RESOLUTION #2015-132, A RESOLUTION TO ADOPT AND APPROPRIATE THE ANNUAL BUDGET FOR 2015-2016, IMPOSE THE TAXES UPON TAXABLE PROPERTY, AND CATEGORIZE THE TAXES IMPOSED FOR FISCAL YEAR 2015-2016.** Roll call vote: Crume-yes; Winebarger-out; Fugate-yes; Jost-yes; Tuttle-yes; Carter-yes; Verini-yes. Motion carried 6/0/1

**COMMENTS**

Mayor Verini stated that he had been looking at the Rules and Procedures and under Section 3 for the Agenda, he was interested in seeing if that language could be cleaned up, so any City Councilor could place something on the Agenda. He asked for input on his statement.

Mr. Sullivan stated it currently read that the Councilors could place anything on the agenda.

**ADJOURN**

Thomas Jost moved, seconded by Betty Carter, that the meeting be adjourned. Roll call vote: Crume-yes; Winebarger-out; Fugate-yes; Jost-yes; Tuttle-yes; Carter-yes; Verini-yes. Motion carried 6/0/1.

**APPROVED:**

**ATTEST:**

\_\_\_\_\_  
Ronald Verini, Mayor

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

ONTARIO CITY COUNCIL WORK SESSION MINUTES

**ACTION ITEM 8E ONLY**

Thursday, May 14, 2015

The Work Session of the Ontario City Council was called to order by Mayor Ronald Verini at 12:00 p.m. on Thursday, May 14, 2015, in the Council Chambers of City Hall. Council members present were Ronald Verini, Norm Crume, Charlotte Fugate, Thomas Jost, Larry Tuttle, Tessa Winebarger, and Betty Carter.

Members of staff present were Tori Barnett, Larry Sullivan, Marcy Siriwardene, Kari Ott, Al Higinbotham, Corinna Hysell, Mark Alexander, Cliff Leeper, Pete Friedman, Dave VanWagoner and Dan Shepard. The meeting was recorded, and copies are available at City Hall.

*Due to the timeliness of the request, the Council opted to take action on Item 8E at the Work Session.*

**BUSINESS**

**Resolution #2015-120: Replace "102" Fire Department Brush Truck**

Al Higinbotham, Fire Chief, presented.

The Ontario Fire Department needed to replace the 2000 Ford F250 Brush Truck, and proposed to do so with the purchase of a 2015 Dodge 3500 Truck. Previously, the request was in the 2014-2015 budget, but the request was cut. On April 21, 2015, Council instructed staff to place the request for the vehicle in the 2015-2016 proposed fire budget for Budget Committee review. On May 6, 2015, the Budget Committee reviewed the request and voted to pass the action back to the Council, stating the purchase should come out of the current Public Safety Fund.

The department's current Brush Truck (#102) is 15 years old, and has been consistently having mechanical issues. The pump unit that was installed puts an overload on the chasses. Staff received four bids for the replacement, and cost estimates were received for a Heavy-Duty Dodge 3500 that would carry the weight and associated equipment. The truck low bid came in at \$34,532.00. A new warning light bar, along with current radio and siren, would need to be installed for the truck to be fully functional. It was not anticipated that the total expenditure would exceed \$37,000.00.

Staff would like Council approve to make the purchase, along with the necessary radio and light system, utilizing funds from the current Public Safety Fund.

Councilor Crume stated during the budget meetings, there had been discussions about doing this now instead of waiting for the budget adoption. Would there be an advantage to have Council approval now, as opposed to waiting until Monday night's regular meeting?

Chief Higinbotham stated they needed to have the Purchase Order to the dealership by the 18<sup>th</sup> in order to lock in the price and have the vehicle held.

Councilor Crume verified that chief Higinbotham believed in order to make this happen, the Council needed to act on this now.

Chief Higinbotham stated the sooner the better. One problem was that the City Manager wasn't going to be at the Monday night meeting to sign the PO, nor would Kari Ott from Finance, and he would be out also, attending his granddaughter's graduation. If someone needed to be in attendance, he could have a staff member attend.

Councilor Crume believed this was an emergency, and felt they should take action at the current meeting.

Mayor Verini stated his agreement. It could be done as an emergency, as it was somewhat, or they could do it as a consensus to move it forward, get the paperwork signed, and ready to go. Which was best?

Larry Sullivan, City Attorney, stated to keep the transaction clean, the Council should formally adopt the resolution now, so the paperwork would be in place.

Councilor Fugate verified they had discussed allowing this to move forward, paying for it out of this year's budget, and being reimbursed.

Ms. Barnett stated that was what they were doing for the irrigation system at Sunset Cemetery, not this truck.

Norm Crume moved, seconded by Thomas Jost, that, under emergency circumstances, I move the City Council adopt **RESOLUTION #2015-120, A RESOLUTION AUTHORIZING THE PURCHASE OF A 2015 DODGE 3500 TRUCK AND LIGHT BAR, TO INCLUDE THE INSTALLATION OF THE LIGHT BAR AND RADIO EQUIPMENT, AND ALLOCATING THE PURCHASE FROM THE PUBLIC SAFETY FUND IN THE AMOUNT OF \$37,000.00.** Roll call vote: Crume-yes; Winebarger-yes; Fugate-yes; Jost-yes; Tuttle-yes; Carter-yes; Verini-yes. Motion carried 7/0/0.

**APPROVED:**

**ATTEST:**

\_\_\_\_\_  
Ronald Verini, Mayor

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

**CONSENT AGENDA**  
July 20, 2015

TO: Mayor and City Council

FROM: Mark Alexander, Police Chief

THROUGH: Tori Barnett, MMC, Interim City Manager

**SUBJECT: LIQUOR LICENSE APPLICATION: IN & OUT C-STORE  
New Outlet/Off-Premises Sales**

DATE: July 13, 2015

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**SUMMARY:**

Fawad Saheb Khan is applying for a New Outlet/Off-Premises Sales Commercial Establishment Liquor License privilege through the Oregon Liquor Control Commission for In & Out C-Store, located at 36 SW 3<sup>rd</sup> Avenue, Ontario, Oregon.

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

**BACKGROUND:**

The Criminal Record process was completed on owner/manager Fawad Saheb Khan, Boise, Idaho, which returned clear. The application forms have been filled out appropriately and required fees have been paid. All permit requirements have been met.

**RECOMMENDATION:**

Staff completed a review of the information on this application in accordance with the City of Ontario's ordinance regulating this license, and recommends the Council approve the application for the New Outlet/Off-Premises Sales liquor license for In & Out C-Store.

**CONSENT AGENDA**  
July 20, 2015

TO: Mayor and City Council

FROM: Mark Alexander, Police Chief

THROUGH: Tori Barnett, MMC, Interim City Manager

**SUBJECT: LIQUOR LICENSE APPLICATION: GONZALEZ MARKET  
New Outlet/Off-Premises Sales**

DATE: July 13, 2015

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**SUMMARY:**

Jose Gonzalez is applying for a New Outlet/Off-Premises Sales Commercial Establishment Liquor License privilege through the Oregon Liquor Control Commission for Gonzalez Market, located at 368 SE 2<sup>nd</sup> Street, Ontario, Oregon.

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

**BACKGROUND:**

The Criminal Record process was completed on owner/manager Jose Gonzalez, Fruitland, Idaho, which returned clear. The application forms have been filled out appropriately and required fees have been paid. All permit requirements have been met.

**RECOMMENDATION:**

Staff completed a review of the information on this application in accordance with the City of Ontario's ordinance regulating this license, and recommends the Council approve the application for the New Outlet/Off-Premises Sales liquor license for Gonzalez Market.

## CONSENT AGENDA

July 20, 2015

TO: Mayor and City Council

FROM: Mark Alexander, Police Chief

THROUGH: Tori Barnett, MMC, Interim City Manager

**SUBJECT: LIQUOR LICENSE APPLICATION: KING'S BAR  
New Outlet/Full On-Premises Sales**

DATE: July 13, 2015

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### **SUMMARY:**

Khalid Saheb Khan is applying for a New Outlet/Full On-Premises Sales Commercial Establishment Liquor License privilege through the Oregon Liquor Control Commission for King's Bar, located at 305 South Oregon Street, Ontario, Oregon.

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

### **BACKGROUND:**

The Criminal Record process was completed on owner/manager Khalid Saheb Khan, which returned clear. The application forms have been filled out appropriately and required fees have been paid. All permit requirements have been met.

### **RECOMMENDATION:**

Staff completed a review of the information on this application in accordance with the City of Ontario's ordinance regulating this license, and recommends the Council approve the application for the New Outlet/Full On-Premises Sales liquor license for King's Bar.

## AGENDA REPORT

July 20, 2015

TO: Mayor and City Council

THROUGH: Tori Barnett, MMC, Interim City Recorder

**SUBJECT: APPOINTMENT TO RECREATION BOARD: LYNSEY HANSEN**

DATE: July 13, 2015

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### **SUMMARY:**

Attached is the following document:

- Letter of interest for appointment to Recreation Board: Lynsey Hansen

There is currently a vacancy on the Recreation Board. Lynsey Hansen, New Plymouth, has submitted a letter of interest in filling the position. Ms. Poe's letter went before the Recreation Board at their July meeting, and received a positive recommendation for appointment.

### **PROPOSED MOTION:**

I move to appoint Lynsey Hansen to the Recreation Board, with a term to expire December, 2018.

**Tori Barnett - Re: Fwd: Recreation Board**

**From:** Debbie Jeffries  
**To:** Tori Barnett  
**Date:** 4/28/2015 4:41 PM  
**Subject:** Re: Fwd: Recreation Board

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>>> Lynsey Hansen <lhansen@lifeways.org> 4/28/2015 4:08 PM >>>  
Debbie I would like to join the Recreation Board if possible.  
Lynsey Hansen  
5045 Elgin Rd  
New Plymouth, ID 83655  
208-949-3488  
lhansen@lifeways.org

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**From:** Debbie Jeffries <Debbie.Jeffries@ontariooregon.org>  
**Sent:** Tuesday, April 28, 2015 2:09 PM  
**To:** Lynsey Hansen  
**Subject:** Re: Fwd: Recreation Board

Hi, This is what Tori needs (see below) from you for Recreation Board.

Thanks, see you around 5 :)

Deb

>>> Tori Barnett 4/28/2015 2:06 PM >>>  
Um, no, not really. Just shoot her back an email response, asking for her details, such as phone number, address, email, etc. I know you have it as she does things for your department, but we ask this of all our applicants. It's for my own files.

>>> Debbie Jeffries 4/28/2015 10:21 AM >>>

Hi, Will this work??

Thanks  
Deb

>>> Lynsey Hansen <lhansen@lifeways.org> 4/28/2015 9:49 AM >>>  
Hey Debbie,

I would like to request a position on the recreation board.

Thank you!  
Lynsey Hansen

## AGENDA REPORT

July 20, 2015

TO: Mayor and City Council

FROM: Larry Sullivan, City Attorney

THROUGH: Tori Barnett, Interim City Manager

**SUBJECT: ORDINANCE NO. 2704-2015: AN ORDINANCE AMENDING OMC 3-23, PROHIBITING MEDICAL AND RECREATIONAL MARIJUANA PROCESSING SITES, MARIJUANA DISPENSARIES, MARIJUANA PRODUCERS, MARIJUANA PROCESSORS, MARIJUANA WHOLESALERS, AND MARIJUANA RETAILERS IN THE CITY OF ONTARIO, AND DECLARING AN EMERGENCY-FIRST READING BY TITLE ONLY**

DATE: July 13, 2015

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### **SUMMARY:**

Attached is the following document:

- Ordinance No. 2704-2015

### **BACKGROUND:**

During the 2015 legislative session, the Oregon legislature passed and the governor signed HB 3400, which made significant changes, both in Oregon's medical marijuana statutes and in Ballot Measure 91, the recreational marijuana ballot initiative passed by the voters at the 2014 general election.

Section 133 of HB 3400 authorized local governments to enact ordinances banning certain marijuana-related activities in their jurisdictions, if 55% or more of the voters in those jurisdictions opposed Ballot Measure 91 in 2014. The City of Ontario qualifies as a city which is eligible to enact a ban if the Ontario City Council chooses to do so.

The activities which would be banned under Ordinance 2704-2015 are those activities requiring a State license or a registration for medical and recreational marijuana processing sites, marijuana dispensaries, marijuana producers, marijuana processors, marijuana wholesalers, and marijuana retailers. These are all the activities that are authorized to be banned by HB 3400. The Ontario City Council may choose to ban any or all of the activities, within its discretion.

Persons violating the ban are subject to a daily fine of \$435, which the Council can change by resolution. The ordinance allows the City to take legal action against anyone violating the ban.

The ban does not apply to the personal possession or cultivation of recreational marijuana, which under Ballot Measure 91 went into effect on July 1, 2015 and is not subject to a ban under HB 3400, nor does HB 3400 allow a ban on the use or cultivation of medical marijuana by valid Oregon card holders and their designated growers (although HB 3400 did limit the number of plants that could be grown).

Ordinance 2704-2015 repeals Chapter 20 of Title 3 of the City Code imposing a tax on the sale of recreational and medical marijuana within the City limits, because that chapter conflicts with Section 34a of HB 3400. Section 34a of HB 3400 says that only the State can impose a tax on marijuana, unless a city waives its right to impose a ban and refers an ordinance to the voters authorizing up to a 3% tax on the sales of medical and recreational marijuana.

Ordinance 2704-2015 also repeals Chapter 21 of Title 3 of the City Code, in which the City imposed a temporary ban on medical marijuana dispensaries through July 31, 2015.

The ordinance does not repeal Ordinance 2700-2015, the City's medical marijuana business license ordinance, or Ordinance 2701-2015, the City's medical marijuana zoning ordinance. The City attorney recommends not repealing those ordinances at this time, in the event that someone gathers enough signatures for an initiative petition to put Ordinance 2704-2015 on the general election ballot to allow the voters to overturn the ban imposed by the ordinance. The filing of an initiative petition would not stop the City from enforcing a ban, unless the ban was overturned by the voters. If the voters overturn the ban, the City would at least be able to impose reasonable restrictions on the time, place and manner of operation of medical marijuana dispensaries through those ordinances.

The ordinance has an emergency provision, in order to prevent any marijuana-related businesses banned in the ordinance from opening prior to the effective date of the ordinance.

**RECOMMENDATION:**

Staff takes no position with respect to Ordinance No. 2704-2015.

**PROPOSED MOTION:**

I move the City Council approve Ordinance No. 2704-2015, AN ORDINANCE AMENDING OMC 3-23, PROHIBITING MEDICAL AND RECREATIONAL MARIJUANA PROCESSING SITES, MARIJUANA DISPENSARIES, MARIJUANA PRODUCERS, MARIJUANA PROCESSORS, MARIJUANA WHOLESALERS, AND MARIJUANA RETAILERS IN THE CITY OF ONTARIO, AND DECLARING AN EMERGENCY, on first reading by title only.

If the proposed motion passes unanimously, the Council may vote to waive a second reading of the ordinance, by the following motion:

I move the City Council waive a second reading of Ordinance No. 2704-2015, AN ORDINANCE AMENDING OMC 3-23, PROHIBITING MEDICAL AND RECREATIONAL MARIJUANA PROCESSING SITES, MARIJUANA DISPENSARIES, MARIJUANA PRODUCERS, MARIJUANA PROCESSORS, MARIJUANA WHOLESALERS, AND MARIJUANA RETAILERS IN THE CITY OF ONTARIO, AND DECLARING AN EMERGENCY, in which case said ordinance become effective immediately.

**ORDINANCE NO. 2704-2015**

**AN ORDINANCE PROHIBITING MEDICAL AND RECREATIONAL MARIJUANA PROCESSING SITES,  
MARIJUANA DISPENSARIES, MARIJUANA PRODUCERS, MARIJUANA PROCESSORS,  
MARIJUANA WHOLESALERS, AND MARIJUANA RETAILERS IN THE CITY OF ONTARIO,  
AND DECLARING AN EMERGENCY**

- WHEREAS,** The Oregon legislature enacted House Bill 3400 (2015), which allows cities to prohibit various activities relating to the producing, processing, wholesaling, selling, and dispensing of marijuana if not less than 55% of votes cast in the county in which the city is located, during the statewide general election held on November 4, 2014, on Ballot Measure 91 (chapter 1, Oregon Laws 2015) were in opposition to the Ballot Measure; and
- WHEREAS,** The City of Ontario is located in Malheur County, Oregon and 68.7% of votes cast in the county during the statewide general election held on November 4, 2014, on Ballot Measure 91, (chapter 1, Oregon Laws 2015) were in opposition to the Ballot Measure; and
- WHEREAS,** Substantially more than 55% of the votes cast in the City of Ontario during the statewide general election held on November 4, 2014, on Measure 91, (chapter 1, Oregon Laws 2015) were in opposition to the Ballot Measure; and
- WHEREAS,** 21 USC § 801, *et seq*, the Federal Controlled Substances Act, prohibits the manufacture, distribution, and possession of marijuana, and imposes criminal penalties for violating the act; and
- WHEREAS,** It is in the best interest of the health, safety, and welfare of the citizens of Ontario to prohibit various activities relating to the producing, processing, wholesaling, selling, and dispensing of medical and recreational marijuana in the City of Ontario and the area subject to the jurisdiction of the City of Ontario; and
- WHEREAS,** Prior to the passage of HB 3400, the City Council enacted several ordinances dealing with medical marijuana; the taxation of marijuana; the establishment of medical marijuana facilities; and the imposition of business license requirements on such facilities; and
- WHEREAS,** In 2014, the City Council enacted Ordinance 2689-2014, which added Chapter 20 to Title 3 of the Ontario City Code to place a moratorium on the establishment of medical marijuana facilities until May 1, 2015, which moratorium was extended through July 31, 2015, by Ordinance 2699-2015; and
- WHEREAS,** In 2014, the City Council enacted Ordinance 2696-2014, which added Chapter 21 to Title 3 of the Ontario City Code to impose a tax on medical and recreational marijuana sales; and
- WHEREAS,** In 2015, the City Council enacted Ordinance 2700-2015, which added Chapter 22 to Title 3 of the Ontario City Code to require medical marijuana facilities to obtain business licenses from the City and to abide by a number of requirements for the operation of such facilities in a C-2-H zone only; and

- WHEREAS,** In 2015, the City Council enacted zoning Ordinance 2701-2015, which added Section 10A-03-134.5 and Chapter 10A-58 to Title 10A, and amended Section 10A-31-10 of the same Title of the Ontario City Code in order to allow medical marijuana facilities in the City's C-2-H zone and prohibit such facilities in all other zones; and
- WHEREAS,** Ordinances 2696-2014, 2700-2015 and 2701-2015 have not been implemented by the City because of the temporary ban on medical marijuana facilities imposed by Ordinance 2689-2014 and extended by Ordinance 2699-2015; and
- WHEREAS,** The temporary ban on medical marijuana facilities imposed by Ordinances 2689-2014 and 2999-2015 is no longer necessary because of the permanent ban imposed by this Ordinance; and
- WHEREAS,** Ordinance 2696-2015 taxing marijuana sales should be repealed because it conflicts with HB 3400; and
- WHEREAS,** The implementation of Ordinances 2700-2015 and 2701-2015 is suspended pending the outcome of any electoral challenge to the ban set forth in this ordinance, at which time the Council shall determine whether those ordinances should be repealed; and
- WHEREAS,** One or more business owners have notified the City of their plan to open medical marijuana facilities in the City of Ontario as soon as possible after July 31, 2015; and
- WHEREAS,** The permanent ban on such facilities should take effect immediately, on an emergency basis, to terminate any right of such businesses to open after July 31, 2015.

**NOW THEREFORE,** The Common Council For The City Of Ontario Ordains As Follows:

**SECTION 1.** The following Chapter 23 is hereby added to Title 3 of the Ontario City Code and is entitled "Banning Certain Marijuana-Related Operations and Activities":

**CHAPTER 23 BANNING CERTAIN MARIJUANA-RELATED OPERATIONS AND ACTIVITIES**

**3-23-1 PROHIBITED OPERATIONS AND ACTIVITIES**

The establishment and maintenance of any of the following operations and activities are prohibited within the jurisdictional limits of the City of Ontario:

- (A) Medical marijuana processors or processing sites required to be registered under section 85 of House Bill 3400 (2015);
- (B) Medical marijuana dispensaries required to be registered under ORS 475.314;
- (C) Marijuana producers required to be licensed under section 19, chapter 1, Oregon Laws 2015;
- (D) Marijuana processors required to be licensed under section 20, chapter 1, Oregon Laws 2015;
- (E) Marijuana wholesalers required to be licensed under section 21, chapter 1, Oregon Laws 2015; and
- (F) Marijuana retailers required to be licensed under section 22, chapter 1, Oregon Laws 2015.

**3-23-2 FINE FOR VIOLATION**

A violation of Section 3-23-1 by any person or entity is punishable by a fine in the amount set for a Class A violation in ORS 153.019. Each day such violation continues shall be considered a separate offense. From time to time, the City Council may change the amount of the fine by resolution.

**3-23-3 CIVIL ACTION**

In addition to, or in lieu of, the imposition of a fine under Section 3-23-2, the City of Ontario may initiate a civil action against any person or entity violating Section 3-23-1 for any remedies available under Oregon law, including but not limited to obtaining mandatory and prohibitory injunctions and orders of abatement. If the City of Ontario prevails in such civil action, the City of Ontario shall be entitled to its reasonable attorney fees and court costs.

**3-23-4 SEVERABILITY**

If any part or section of this Ordinance is invalid or unenforceable in any respect for any reason, the validity and enforceability of any such provision in any other respect and of the remaining provisions of this Ordinance shall not be in any way impaired.

SECTION 2. Chapter 20 of Title 3 of the Ontario City Code is hereby repealed.

SECTION 3. Chapter 21 of Title 3 of the Ontario City Code is hereby repealed.

SECTION 4. An emergency having been declared, this ordinance shall take effect immediately upon its passage.

**PASSED AND ADOPTED** by the Common Council of the City of Ontario this \_\_\_\_ day of \_\_\_\_\_, 2015, by the following vote:

- AYES:
- NAYS:
- ABSENT:

**APPROVED** by the Mayor this \_\_\_\_ day of \_\_\_\_\_, 2015.

ATTEST:

\_\_\_\_\_  
Ronald Verini, Mayor

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

**AGENDA REPORT**  
July 16, 2015

TO: Mayor and City Council

FROM: Kari Ott, CPA

THROUGH: Tori Barnett, Interim City Manager

**SUBJECT: RESOLUTION #2015-135: A RESOLUTION SETTING FORTH A PLAN TO CORRECT AUDIT DEFICIENCIES PER ORS 297.466**

DATE: July 14, 2015

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**SUMMARY:**

Attached is the following document:

- Resolution 2015-135
- Allowance for Bad Debts and Write Offs Outline

This agenda item is to establish a corrective action plan in order to fix deficiencies reported in the 2013-2014 audit as required by ORS 297.466.

**BACKGROUND:**

ORS 297.466 requires cities to determine the measures it considers necessary to correct any deficiencies disclosed in the audit report. The city council is required to adopt a resolution setting forth the corrective measures it proposes and the period of time estimated to complete them.

The City of Ontario had the following deficiencies noted in the 2013-2014 audit:

- The city had a qualified opinion on governmental activities due to the fact that street infrastructure value was not recorded when GASB 34 was implemented in 2004.
- The city does not have a written policy to write off uncollectible accounts.
- Lack of segregation of duties due to the following items:
  - Reports given to council have no evidence of review;
  - Bank statements have no evidence of review;
  - Signatures are electronically printed on the checks.

Some deficiencies have been corrected and some are in process. CH2M Hill has given finance some information regarding the street infrastructure in order to estimate the value, however, this data needs to be compiled; this will be completed in the next couple of months. We are currently working on updating the financial policies including adding policies to write off uncollectible accounts. A draft of the policy has been included in your packets. All segregation of duties items have been corrected.

**PROPOSED MOTION:**

I move that the City Council approve **Resolution #2015-135, A RESOLUTION SETTING FORTH A PLAN TO CORRECT AUDIT DEFICIENCIES PER ORS 297.466.**

## RESOLUTION #2015-135

### A RESOLUTION SETTING FORTH A PLAN TO CORRECT AUDIT DEFICIENCIES PER ORS 297.466

- WHEREAS,** The City of Ontario received a qualified opinion on the 2013-2014 audit due to capital asset infrastructure and had some deficiencies in internal controls; and
- WHEREAS,** ORS 297.466 requires the city to determine measures considered necessary to correct any deficiencies disclosed in the audit report; and
- WHEREAS,** The City is required to adopt a resolution setting forth the corrective measures it proposes and the period of time estimated to complete them.

**NOW THEREFORE, BE IT HEREBY RESOLVED** by the Ontario City Council, to approve the following corrective plan to address the following deficiencies in the audit:

*The auditor's report gave a qualified opinion on the governmental activities due to certain infrastructure items and related depreciation not fully recorded in the Statement of Net Position.*

**The City is working with the CH2M Hill to provide infrastructure data for streets that were in place at the time GASB 34 was implemented. Reasonable estimates will be prepared on the value of these infrastructure items. This will be done before August 31, 2015.**

*The City does not have a policy in place to write off uncollectible accounts.*

**The City is currently in the process of updating all financial policies and procedures, including a policy to write-off uncollectible accounts. This will be completed by August 3, 2015.**

*The City has the following deficiencies in segregation of duties; 1. No initials are on the financial reports given to the council, 2. No evidence of review on bank statements, 3. Signatures electronically are printed on checks.*

**The following procedures are currently in place:**

**The mayor signs off on all reports given to the council by the finance department, a CPA firm and the person preparing the month end closing both sign off on statements and entries, and checks are now all manually signed, there are no signatures electronically printed on the checks.**

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

**PASSED AND ADOPTED** by the City Council of the City of Ontario this \_\_\_\_ day of \_\_\_\_\_  
2015, by the following vote:

AYES:

NAYES:

ABSENT:

**APPROVED** by the Mayor this \_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
Ronald Verini, Mayor

**ATTEST:**

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

## ALLOWANCE FOR BAD DEBTS AND WRITE OFFS

### ***Policy Statement***

The finance department will estimate an allowance for doubtful accounts. The council will approve write offs of uncollectible accounts before accounts are sent to collections.

### ***Reason for Policy***

The Allowance for Doubtful Accounts and Write Offs policy is needed to ensure proper accounting for bad debts and write offs.

### ***Definitions***

***Accounts Receivable*** – Amounts due to the City for transactions with entities outside the City, excluding “due from” transactions involving inter-agency billings.

***Allowance for Doubtful Accounts*** – An estimate of accounts receivable, or portions of certain accounts receivable, that will not be collected. The estimate is based on past experiences and an analysis of current accounts receivable.

***Uncollectible*** – The amount due that cannot be collected because the debtor either cannot be located, does not have the ability to pay the amount owed, the statute of limitations has run on the account; or the cost of collection exceeds the amount due.

***Write-off*** – To reduce the value of an asset (e.g. accounts receivable) because it is deemed uncollectible.

### ***Procedures***

All accounting entries for uncollectible accounts, both the allowance for doubtful accounts and the write-off of uncollectible accounts, will be initiated by the finance department. Analysis will be performed at least annually to identify the sufficiency of the allowance for doubtful accounts and uncollectible.

### ***Allowance for Doubtful Accounts Procedures***

The Governmental Accounting Standards Board (GASB) requires that bad debts be treated as a contra-asset account rather than expense for financial reporting purposes. This treatment effectively reduces revenue for accounts that are not probable for collection. In order for that realized revenue to be reflected properly, bad debts must be regularly recognized in the accounts of the City as follows:

1. All uncollectible accounts will be reserved as specific accounts aged and consequently deemed to be uncollectible. Generally accounts aged more than one hundred twenty (120) days from the billing date are potentially no longer probable for collection. Circumstances may arise when specific accounts become uncollectible earlier than one hundred twenty (120) days. The finance department will need to determine which accounts meeting those specifications need to be reserved.
2. The finance department will initiate the transaction to record an allowance for doubtful accounts. The city manager will approve the journal entry prepared by the finance department to create and adjust the allowance account.

***Write-Off Procedures***

When accounts receivable are ultimately determined uncollectible and due diligence for collection has taken place, the receivable will be sent to collections and written off. When an account is written-off, the accounts receivable account should be credited and the Allowance for Doubtful Accounts should be debited. This eliminates the receivable from the City books. The finance department and city manager will provide the City Council an itemized list of uncollectible accounts to be written off specifying the following:

- Debtor Name;
- Account Balance;
- Due Date;
- Brief Description of receivable type;
- Criteria under which the account was deemed uncollectible.

The City Council will approve all write-offs of uncollectible accounts.

***Recoveries***

Recoveries of accounts that have been written off shall be recorded as miscellaneous income.

## AGENDA REPORT

July 20, 2015

TO: Mayor and City Council

FROM: Kari Ott, CPA, Finance Department

THROUGH: Tori Barnett, MMC, Interim City Manager

**SUBJECT: RESOLUTION NO. 2015-136: A RESOLUTION AUTHORIZING THE EXPENDITURE OF FUNDS FOR IDAHO POWER SITE SELECTION PROGRAM**

DATE: July 14, 2015

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### **SUMMARY:**

Attached are the following documents:

- Resolution 2015-136
- Award Letters from Idaho Power for two properties: TV 200 and Wada Trust

Idaho Power has informed the City of Ontario that the City will be able to proceed in the Site Selection Process.

### **BACKGROUND:**

At the June 1, 2015, Council meeting, the Council gave staff a consensus to submit two sites to the Idaho Power Site Selection Program. The initial fee was \$500 per site. The initial applications were due to Idaho Power by June 10, 2015.

Idaho Power has informed the city that the two sites submitted are eligible to move forward in the application process which will cost \$6,250 per site.

### **FINANCIAL IMPLICATIONS:**

\$12,500 will need to be transferred from General Fund Contingency.

### **RECOMMENDATION:**

Staff recommends the adoption of Resolution 2015-136.

### **PROPOSED MOTION:**

I move that the City Council adopt **Resolution 2015-136, A RESOLUTION AUTHORIZING THE EXPENDITURE OF FUNDS FOR THE IDAHO POWER SITE SELECTION PROGRAM.**

**RESOLUTION # 2015-136**

**A RESOLUTION AUTHORIZING THE EXPENDITURE OF FUNDS FOR  
THE IDAHO POWER SITE SELECTION PROGRAM**

**WHEREAS,** Idaho Power is partnering with the Idaho Department of Commerce on a new Site Readiness Evaluation Program to aid economic development; and

**WHEREAS,** the City of Ontario submitted two sites to Idaho Power for evaluation; and

**WHEREAS,** the City of Ontario was informed that both sites are still in the running for this program, and this will cost the city \$6,250 per site; and

**WHEREAS,** the city will need to transfer \$12,500 from General Fund Contingency.

**NOW THEREFORE, BE IT RESOLVED** by the Ontario City Council to approve the following adjustments to the fiscal year 2015-2016 budget:

Line Item	Item Description	FY 15-16 Budget	Amount of Change	Adjusted Budget
<b>GENERAL FUND</b>				
001-004-871000	Operating Contingency	\$2,412,683	(\$12,500)	\$2,400,183
001-012-610010	Economic Development Marketing	\$500	\$12,500	\$13,000

**EFFECTIVE DATE:** Upon adoption.

**PASSED AND ADOPTED** by the Ontario City Council this 20th day of July, 2015.

Ayes:

Nays:

Absent:

**APPROVED** by the Mayor this 20th day of July, 2015.

**ATTEST:**

\_\_\_\_\_  
Ronald Verini, Mayor

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



July 6, 2015

City of Ontario  
Tori Barnett, City Manager  
444 SW 4<sup>th</sup> Street  
Ontario, Oregon 97914

Subject: Site Readiness Evaluation Program

Dear Tori:

Congratulations, the site identified in your Qualification Application has been selected for advancement to the next phase of Idaho Power's Site Readiness Evaluation Program!

Idaho Power and Business Oregon are committed to partnering with you to promote economic growth in your community.

As discussed during the Kick-off meetings and described in the program Terms and Conditions, a matching financial commitment of \$6,250 for participants electing to participate in the Evaluation phase of the program is required. Advancing participants must confirm their ability to meet this financial commitment and make a payment of \$6,250 to Idaho Power on or before July 14, 2015. Please submit your matching payment in the form of a check made payable to "Idaho Power". This payment for program expenses may be returned to me or mailed to:

Idaho Power Company  
Site Readiness Evaluation Program  
Mike Ybarguen  
2420 Chacartegui Ln  
Nampa, Idaho 83687  
[mybarguen@idahopower.com](mailto:mybarguen@idahopower.com)

Upon receipt of payment to Idaho Power, McCallum Sweeney will send you the evaluation packet materials. Please let me know if you have any questions. We are looking forward to working with you and your continued participation in the program.

Best Regards,

  
Mike



July 6, 2015

Malheur County Economic Development  
Greg Smith  
522 SW Fourth Street  
Ontario, Oregon 97914

Subject: Site Readiness Evaluation Program

Dear Greg:

Congratulations, the site identified in your Qualification Application has been selected for advancement to the next phase of Idaho Power's Site Readiness Evaluation Program!

Idaho Power and Business Oregon are committed to partnering with you to promote economic growth in your community.

As discussed during the Kick-off meetings and described in the program Terms and Conditions, a matching financial commitment of \$6,250 for participants electing to participate in the Evaluation phase of the program is required. Advancing participants must confirm their ability to meet this financial commitment and make a payment of \$6,250 to Idaho Power on or before July 14, 2015. Please submit your matching payment in the form of a check made payable to "Idaho Power". This payment for program expenses may be returned to me or mailed to:

Idaho Power Company  
Site Readiness Evaluation Program  
Mike Ybarguen  
2420 Chacartegui Ln  
Nampa, Idaho 83687  
[mybarguen@idahopower.com](mailto:mybarguen@idahopower.com)

Upon receipt of payment to Idaho Power, McCallum Sweeney will send you the evaluation packet materials. Please let me know if you have any questions. We are looking forward to working with you and your continued participation in the program.

Best Regards,



Mike

## **AGENDA REPORT**

July 20, 2015

**TO:** Mayor and City Council

**FROM:** Charlotte Fugate, City Councilor

**THROUGH:** Tori Barnett, MMC, Interim City Manager

**SUBJECT:** **RESOLUTION 2015-137: A RESOLUTION TRANSFERING \$50,000 FROM THE BUSINESS LOAN FUND AND PLACING THE FUNDS INTO THE LINE ITEM ESTABLISHED FOR THE DOWNTOWN FAÇADE GRANT PROGRAM**

**DATE:** July 13, 2015

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### **SUMMARY:**

Attached are the following documents:

- Resolution 2015-137
- Downtown Façade Grant Program Outline, Grant Criteria, and Guidelines
- Grant Fund Application

### **BACKGROUND:**

The “Revitalize Ontario” committee is attempting to create a friendly, inviting atmosphere for shoppers in the downtown corridor of Ontario, and would like to work with the building owners to assist in updating, upgrading, or simply improving the facades of their individual businesses. To that end, the Committee would like to appropriate \$50K within the Business Loan Fund to establish a matching grant fund from which participants could apply and utilize funds for their respective locations. Each grantee would be required to provide a match for the dollar amount requested from the grant program.

### **ALTERNATIVE:**

Council could deny the request, and the Committee would need to seek alternative methods for providing funding opportunities to the downtown area to assist with their building renovations.

### **FINANCIAL IMPLICATIONS:**

The funding requested in the Business Loan Fund are dollars that were collected from a grant through the Oregon Community Development Program, and are used to promote business in Ontario. There would be no impact on the General Fund, nor would this action utilize Ontario tax-payer’s dollars.

**RECOMMENDATION:**

Staff makes no recommendation on this action, as it is being brought before Council by a current Council member.

**PROPOSED MOTION:**

I move that the Council adopt Resolution 2015-137, A RESOLUTION TRANSFERING \$50K WITHIN THE BUSINESS LOAN FUND INTO A LINE ITEM FOR THE DOWNTOWN FAÇADE GRANT PROGRAM.

**RESOLUTION 2015-137**

**A RESOLUTION TRANSFERRING \$50,000 FROM THE BUSINESS LOAN FUND  
AND PLACING SAID FUNDS INTO THE LINE ITEM ESTABLISHED FOR THE  
DOWNTOWN FAÇADE GRANT PROGRAM**

**WHEREAS,** The “Revitalize Ontario” Committee, in a partnership with the City of Ontario, is attempting to create a friendly, inviting atmosphere for shoppers in the downtown corridor of Ontario, while maintaining the preservation of the historical structures; and

**WHEREAS,** The Committee would like to work with the building owners to assist in updating, upgrading, or simply improving the facades of their individual businesses; and

**WHEREAS,** The Committee would like to appropriate \$50K within the Business Loan Fund to establish a matching grant program from which participants could apply and utilize funds for their respective locations; and

**WHEREAS,** Applicants would be required to provide matching funds for grant funds awarded.

**NOW THEREFORE, BE IT HEREBY RESOLVED** by the Ontario City Council, that funds within the Business Loan Fund, in the amount of \$50,000, shall be transferred into a grant account specifically established for the Downtown Façade Grant Program.

Line Item	Item Description	FY 15-16 Budget	Amount of Change	Adjusted Budget
<b>REVOLVING LOAN FUND</b>				
060-145-614720	LOAN FUNDS AVAILABLE	\$551,975	(\$50,000)	\$501,975
060-145-614750	DOWNTOWN FAÇADE GRANTS	\$0	\$50,000	\$50,000

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

**PASSED AND ADOPTED** by the City Council of the City of Ontario this \_\_\_\_ day of July, 2015, by the following vote:

**AYES:**

**NAYES:**

**ABSENT:**

**APPROVED** by the Mayor this \_\_\_\_ day of July, 2015.

---

Ronald Verini, Mayor

**ATTEST:**

---

Tori Barnett, MMC, City Recorder

## **Ontario Downtown Facade Grant Program and Grant Criteria and Guidelines**

**July 15, 2015**

The Revitalize Ontario and the City of Ontario are in partnership for a revitalization program which is mirrored after the nationwide Main Street Program. The Main Street Program is based on the preservation of historically significant structures and is designed to bring economic revitalization to downtown areas. To this end, the Ontario Downtown Facade Grant Program has been established to encourage property owners in their restoration and preservation efforts by providing financial incentives.

The Facade Grant Program is specifically designed for the preservation and/or restoration of historic building facades. The program utilizes public funds to entice private investment by property and business owners interested in rehabilitating and restoring downtown commercial structures, stressing and highlighting their historic significance. The goals of this program are to encourage historic preservation through restoration of downtown structures, and to abate any continued deterioration of downtown by restoring the uniqueness, character and integrity of downtown structures to the period of their construction. The city is looking into the establishment of a Certified Local Government Commission (CLGC) which will consist of five (5) Commissioners who will eventually review facade projects.

Pending the establishment of the CLGC, to qualify for assistance, an applicant must comply with the Historic Downtown Facade Improvement Program guidelines, and projects must be approved by the City/Facade Committee.

All property owners of existing commercial/residential buildings located in Revitalize Ontario's boundaries are eligible for this program. The boundaries of Phase I are from East and West Idaho Avenue, South to SE and SW 4<sup>th</sup> Avenue, and from the railroad tracks on the East side to SW 1<sup>st</sup> Street on the West side. The boundaries of Phase II are from East and West Idaho Avenue North to NE and NW 4<sup>th</sup> Avenue, and from the railroad tracks on the East side to NW 1<sup>st</sup> Street on the West side. The boundaries of Phase III are from SE & SW 4<sup>th</sup> Avenue, South to SE and SW 4<sup>th</sup> Avenue, and from the railroad tracks on the East side to SW 1<sup>st</sup> Street on the West side and from NE and NW 4<sup>th</sup> Avenue, North to NE and NW 8<sup>th</sup> Avenue, and from the railroad tracks on the East side to NW 1<sup>st</sup> Street on the West side. The boundaries of Phase IV are from SW 4<sup>th</sup> Avenue, North to NW 4<sup>th</sup> Avenue, and from SW and NW 1<sup>st</sup> Street on the East side to SW and NW 4<sup>th</sup> Street on the West side.

**Eligible Activities: *(items included, but not limited to)***

1. Repair to building exterior facades
2. Masonry repair
3. Cleaning of building exterior
4. Exterior painting
5. Repairing or replacing cornices, entrances, doors, windows, decorative detail, awnings
6. Signage and sidewalks
7. Other repairs that may improve the esthetic quality of the exterior of the building

**Ineligible Activities: *(items included but not limited to)***

1. Interior Improvements
2. Roofing
3. Inappropriate cleaning methods, repairs, replacements or alterations

**Program Implementation:**

- Applications and guidelines for the program are available at the City Hall Planning Annex Building located at 458 SW 3<sup>rd</sup> Street.
- Applicants can request up to \$5,000, with a match of \$5,000. All projects will be assessed a \$150 administrative fee.
- The facade improvement program is an on-going grant program with limited funds. Completed application packets will be submitted to the City Planning Annex Building and date/time stamped. Funds will be distributed on a first come/first served system. Application packets must include: a completed application; drawings and plans of the building which illustrate all proposed work, including any structural repair; awnings, to include a sample of the awning material; a cost estimates; the proposed construction schedule; and paint colors.
- The City Planning/Facade Committee will consider all applications which comply with the design guidelines.
- Applicants requesting funds must sign an agreement with the City of Ontario. Applicants will be required to abide by the City Downtown Facade Grand Guidelines and rules regulating the use of Oregon Labor Standards.
- Grant funds will be distributed to the applicant upon completion of the approved phases and inspections conducted by the City Planning/Facade Committee (CP/FC).
- Applications must be completed and approved prior to any construction activity.
- During the course of construction, the CP/FC will monitor the progress of the project.
- Changes in originally approved work specifications must be approved by the CP/FC prior to any changes being made to the building facade.
- Approved changes in the work verification will be attached to the original applications dated and signed by the CP/FC.
- Deviations from an approved plan may disqualify the applicant from this grant program.

- **Project must start no more than two months after the date of the approved grant, or grant monies shall be forfeited.**

The ultimate goal of this program is to encourage improvements, which stress and highlight the historic significance and uniqueness of downtown structures through building restoration and beautification.

## **CITY DOWNTOWN FACADE GRANT GUIDELINES**

### **1. BASIC PRINCIPLES**

The purpose of design guidelines for Revitalize Ontario and the City of Ontario Facade Grant Program shall heretofore be known as CDFG (Phases I, II, III & IV) areas, and is to protect and enhance the unique, irreplaceable architectural, visual and historic character of this area.

The Ontario City Council and Revitalize Ontario have each stated their purpose and intent to preserve the character of the CDFG area in the best interest of the entire community. These guidelines carry out that intent by defining the most important elements of that character and by stating the best means of preserving and enhancing them.

**The basic principle, in respect to existing buildings,** is to preserve and enhance their original design, material and architectural detail, specifically the exterior.

**The basic principle, in respect to new or infill construction,** is to preserve the unity of scale, material, set-back, roof-line and proportion of window/door space to wall space as shown in the original buildings.

### **2. APPLICATION OF THE GUIDELINES**

- A.** The guidelines apply within boundaries: the Revitalize Ontario area beginning with the C3 Zone Central Commercial in Ontario, Oregon.
- B.** The guidelines apply to commercial, commercial/residential mixed-use, and to multiple unit residential buildings.
- C.** The guidelines apply to rehabilitation, remodeling, addition or demolition, changes to exterior appearance, and new or infill construction when the land, the building or the work receives financial assistance through the Ontario Facade Grant Program.

- D. These guidelines are not hard and fast regulations. They are flexible criteria. They assure property owners that design review will be based on clear, public and uniform standards. Consideration will be given to the amount and quality of original materials and design remaining in the building. Consideration will also be given to clear cases of economic hardship or deprivation of reasonable use of the owner's property. Current International Existing Building Codes along with any existing Historical Building Codes and the current Oregon and Fire Codes, along with any existing Historical Building Codes, shall apply.

### 3. GUIDELINES

#### A. For Preservation and Rehabilitation of Structures and Materials

1. **The original features of a building should not be destroyed.** The removal, alteration, or covering-up of original material or design shall be avoided.
  - a. The original material and design can be determined by physical inspection, old photographs, consultation with prior owners, and building records.
  - b. In some cases, alterations have been made with materials or designs which become irreplaceable or representative of unique architectural style or period. Such alterations shall be respected.
  - c. Alterations which have totally removed the original material, but not done with irreplaceable materials or representative of a unique style, may be removed, replaced or covered.
2. **Deteriorated features should be repaired rather than replaced.** Repairs should maintain the design, texture, material and other appearances of the original.
3. **Alterations which conceal the original design and materials, or which are not appropriate for the age of the building, should be removed.**
4. **Missing material or features should be replaced if possible.** Replacement should be based on evidence from historic, physical, or pictorial sources. Only if evidence for the specific building is not available, may replacement be based on similar buildings of the same age. The replacement material or feature should duplicate the design, material texture, and appearance of the original, to the extent possible.
5. **Clean original materials as gently as possible.** Chemical stripping rather than sandblasting shall be the preferred method of paint removal from masonry. Unpainted masonry should be cleaned with low pressure water and soft bristle brushes. Heat guns or StepEze should be used on painted wood.

6. **Mortar should be repointed only when there is evidence of water standing in joints or a significant amount of mortar is missing.** Replacement mortar should match the color, texture, coefficients of expansion and contraction, and ingredient ratio of the original mortar. **Original joint size, method of application and profile shall be duplicated.**
7. **The original or early color and texture of masonry surfaces should be retained.**
  - a. Unpainted masonry should not be painted but can be sealed with a water proofing which breathes.
  - b. Masonry surfaces may have been painted for maintenance or appearance. Paint should not be removed if the building was originally painted, or if the removal will damage the surface. Most paint traps moisture inside soft bricks. Special masonry paints should be used.
  - c. Cement based paint or tinted slurry may be used to protect deteriorated masonry.
  - d. The roofing, parapet, cornice, coping, scuppers and gutters should always be inspected, cleaned and repaired before painting or performing masonry work.
8. **Original window and door openings should be retained.**
  - a. New windows and doors should not be added, particularly on the major or visible sides of the building.
  - b. Original windows and door openings should not be expanded, reduced or in filled.
  - c. Original windows and doors should be retained. If the original is gone, or must be replaced, the replacement should closely match original pane size, mullions, sash and frames. Replacement should completely fill the original opening.

**B. For Design of Restoration or Remodeling**

1. **In general, it is recommended that buildings will be restored to their original or early appearance.**
  - a. All buildings should be recognized as products of their own time. Remodeling should not borrow designs, materials or colors from other eras.
  - b. When complete restoration to original appearance is not possible, or extensive replacement is not necessary, remodeling for compatibility with the character of downtown should be considered.

- 2. In general, it is expected that restoration or remodeling will contribute to the visual unity of the building, neighboring building and the neighborhood.**
  - a. Restoration or remodeling should not exclude or isolate portions of the building. The entire front, sides and back should be considered as a whole design.
  - b. Contemporary design for replacements, additions, or remodeling should not be discouraged when such designs do not destroy or cover original material and are compatible with the building and its neighbors in the respect to size, scale, color, and material or character.
- 3. The traditional elements of a commercial building should be retained, restored or replaced.**
  - a. The decorative cornice should be repaired and maintained, or replaced if necessary.
  - b. Window sills and hoods should be repaired and maintained.
  - c. Decorative patterns of masonry should be repaired and maintained.
  - d. Windows should fill the entire opening.
  - e. The lintel should be uncovered.
  - f. Transom panes should be uncovered.
  - g. Storefronts should have the largest possible window area in keeping with the original opening.
  - h. The bulkhead should be no more than approximately two (2) feet high. Original bulkheads were wood panel, not brick. Those may be replaced with wood or painted metal to simulate wood panels.
  - i. The entrance should reflect the original design, when possible.
  - j. The door should be commercial in style and typical for the period.
- 4. Historic paint colors appropriate to the age of the building should be used.**
- 5. Canvas or treated cloth awnings are recommended where they are compatible with the age of the building and the character of downtown.**
  - a. Aluminum or plastic material and flat, horizontal canopies are not consistent with the appearance of older buildings.
  - b. Colors should complement the colors of the building.
  - c. Awnings should not cover distinctive architectural details. However, awnings may be used to cover alterations which are not original to the building.
  - d. Awnings may be fixed or retractable. They should be appropriate to the shape of the window or storefront.

6. **Grills, air conditioners, and exhaust fans should not be mounted on the front of the building if it can be avoided.** They should be incorporated in filler panels and painted the same color as the panel. They should not extend over the sidewalk or entrance to the building.

**C. For New and Infill Construction**

New construction means totally new structures, moved-in structures and new additions to existing structures undergoing restoration and rehabilitation.

1. **Generally, any new construction should be consistent with the character of the immediate surrounding area.**
  - a. The important elements of the character of the area are defined by the following guidelines.
  - b. The reproduction of historic design is recommended only for infill on a small scale or for additions to the original building.
  - c. Contemporary design for new construction is not discouraged. These guidelines focus on general rather than specific elements in order to encourage new designs compatible with the character of the area.
2. **The height and width of the facade should reflect the average proportions of the surrounding building in the specific area.**
3. **The new facade should be flush with the sidewalk, or if adjacent buildings are not, then flush to its neighbors.**
4. **Where located in the area containing older, historic buildings, the exterior material should be brick or stone masonry, similar in color or texture to older buildings.**
5. **Infill buildings should reflect some of the detailing of neighboring buildings in window shapes, cornice lines and brick work.**
6. **Where possible and reflective of the surrounding historic flavor, infill buildings should retain a similar proportional amount of solid wall to window and door openings on the facade.**

**CITY OF ONTARIO  
FACADE GRANT PROGRAM APPLICATION**

**Date:** \_\_\_\_\_

**APPLICANT INFORMATION**

Name: \_\_\_\_\_

Property Address: \_\_\_\_\_

Business Name: \_\_\_\_\_

Business Mailing Address: \_\_\_\_\_

Business Daytime Phone Number: \_\_\_\_\_ Applicant Phone: \_\_\_\_\_

E-Mail: \_\_\_\_\_

**DESCRIPTION OF FACADE IMPROVEMENTS:** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**TOTAL PROJECT COST:** \_\_\_\_\_

**AMOUNT REQUESTED:** \_\_\_\_\_

**CHECKLIST: The following items must be attached to your application:**

1. Proof of property ownership (warranty deed), and taxes paid and current.
2. Detailed description of the work to be completed.
3. Photos of building to be improved and of adjacent properties.
4. A sketch or rendering of the proposed finished facade.
5. Copies of a *minimum* of two (2) bids with all cost estimates associated with the project.

*Note: If the facade improvement is part of a more extensive interior/exterior remodeling project, only facade improvement costs need be itemized.*

6. Schedule of work to be completed this year.

*Note: For those projects that may involve further renovations, we encourage the submission of your long term plans.*

7. Provide Oregon State Business Registration number, along with an EIN number.

8. Proposed Commencement Date: \_\_\_\_\_

Proposed Completion Date: \_\_\_\_\_

Date Submitted	PEDAC Meeting	Facade Committee Approval

**BID/ESTIMATE SUBMITTAL INFORMATION**

**Note: Please attach all bids/estimates to this application**

Description of work:

Bid #1 Submitted by: \_\_\_\_\_ Amount: \$ \_\_\_\_\_

Bid #2 Submitted by: \_\_\_\_\_ Amount: \$ \_\_\_\_\_

Description of work:

Bid #1 Submitted by: \_\_\_\_\_ Amount: \$ \_\_\_\_\_

Bid #2 Submitted by: \_\_\_\_\_ Amount: \$ \_\_\_\_\_

Description of work:

Bid #1 Submitted by: \_\_\_\_\_ Amount: \$ \_\_\_\_\_

Bid #2 Submitted by: \_\_\_\_\_ Amount: \$ \_\_\_\_\_

Please **CIRCLE** which bid you prefer for each description of work listed above.

**Note: Proof of payment (invoices and receipts) and an “after” picture are required for reimbursement after project completion.**

**PROPERTY OWNER CONSENT**

Property Owner Name: \_\_\_\_\_

Property Owner Mailing Address: \_\_\_\_\_

Property Owner Daytime Phone Number: \_\_\_\_\_

Property Owner E-Mail: \_\_\_\_\_

As the legal owner of the above referenced property, I hereby grant authorization to complete the facade improvements indicated on this application. I also stipulate that I have read the entire application and applicant checklist. I understand my responsibilities and obligations as the property owner under this application.

Property Owner's Signature: \_\_\_\_\_ Date \_\_\_\_\_

Property Owner's Signature: \_\_\_\_\_ Date \_\_\_\_\_

*For questions regarding this program, please contact \_\_\_\_\_ :*

## AGENDA REPORT

July 20, 2015

TO: Mayor and City Council

FROM: Steven Schuback, AAL, Labor Attorney  
Anita Zink, Human Resources Manager

THROUGH: Tori Barnett, MMC, Interim City Manager

**SUBJECT: RESOLUTION 2015-138: A RESOLUTION APPROVING A NEW COLLECTIVE BARGAINING AGREEMENT WITH THE ONTARIO POLICE ASSOCIATION**

DATE: July 15, 2015

---

### **SUMMARY:**

Attached are the following documents:

- Resolution 2015-138
- Collective Bargaining Agreement with the Ontario Police Association

### **BACKGROUND:**

The City's last collective bargaining agreement with the union employees in the police department expired on June 30, 2015. The City Council has designated negotiators to negotiate a new agreement with the union employees' bargaining unit, the Ontario Police Association. The Council has been periodically briefed in executive session on the status of negotiations. The negotiators have agreed on the terms of a new two and a half year agreement from July 1, 2015, through December 31, 2017, subject to the approval of the City Council. The terms of the proposed Collective Bargaining Agreement conform with the terms discussed with the Council in executive session.

At the expiration of this new term, the Police Association will begin a new contract following the calendar year, as opposed to the fiscal year. This will benefit the budget process.

### **RECOMMENDATION:**

Staff recommends adopting Resolution 2015-138.

### **PROPOSED MOTION:**

I move that the City Council adopt **Resolution 2015-138, A RESOLUTION APPROVING A COLLECTIVE BARGAINING AGREEMENT WITH THE ONTARIO POLICE ASSOCIATION, FOR A TERM FROM JULY 1, 2015 THROUGH DECEMBER 31, 2017.**

**RESOLUTION 2015-138**

**A RESOLUTION APPROVING A COLLECTIVE BARGAINING AGREEMENT  
WITH THE ONTARIO POLICE ASSOCIATION,  
FOR A TERM FROM JULY 1, 2015 THROUGH DECEMBER 31, 2017**

**WHEREAS,** The collective bargaining agreement between the City and the union employees in the police department expired on June 30, 2015; and

**WHEREAS,** An agreement has been reached between the city's negotiators and the Collective Bargaining Unit of the union employees, the Ontario Police Association, for a new term, from July 1, 2015 to December 31, 2017; and

**WHEREAS,** It is in the best interest of the city and the taxpayers to approve the proposed Agreement.

**NOW, THEREFORE, BE IT RESOLVED** by the Ontario City Council as follows:

1. The Collective Bargaining Agreement between the City of Ontario and the Ontario Police Association, a copy of which is attached hereto and incorporated herein as Exhibit A, is hereby approved for a two and one-half year term from July 1, 2015, through December 31, 2017.
2. The Mayor and City Manager are authorized and directed to sign the Collective Bargaining Agreement on the City's behalf.

**EFFECTIVE DATE:** Immediately upon passage.

**PASSED AND ADOPTED** by the Ontario City Council this 20<sup>th</sup> day of July 2015.

Ayes:

Nays:

Absent:

**APPROVED** by the Mayor this 20<sup>th</sup> day of July, 2015.

ATTESTED:

\_\_\_\_\_  
Ronald Verini, Mayor

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

# **COLLECTIVE BARGAINING AGREEMENT**

**between the**

**ONTARIO POLICE ASSOCIATION**

**and the**

**CITY OF ONTARIO POLICE DEPARTMENT**

**for the Period July 1, 2015  
through December 31, 2017**

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## ARTICLE 1 – PURPOSE OF AGREEMENT

It is the intent and purpose of the parties hereto that this Agreement shall promote and improve working conditions between the City of Ontario, Oregon, hereinafter referred to as the “City” and Ontario Police Association, hereinafter referred to as the “Association or Union”, and to set forth herein rates of pay, hours of work and other terms and conditions of employment to be observed by the parties hereto.

## ARTICLE 2 – RECOGNITION

### ***Section 1. Included Positions.***

The City recognizes the Association as the sole and exclusive bargaining agent for all regular and part-time employees, other than those described in Section 3, in the Police Department holding the positions of: Police Officer (which includes Patrol Officer, Motorcycle Patrol Officer, School Resource Officer, Detective and Canine Officer), Police Support Specialist, Evidence Technician, Ordinance Control Officer, and any other employee paid by the City as an employee of the Police Department who is not a confidential employee as defined by the Oregon PECBA, with respect to wages, hours and other conditions of employment.

### ***Section 2. Excluded Positions.***

The Association and City agree that the classification of Sergeant, Lieutenant, Captain, Police Chief, and Police Secretary are excluded from the bargaining unit as supervisory and confidential personnel.

### ***Section 3. Part-time Temporary Employees.***

Part-time temporary employees hired by the City, to work in classifications represented by the Association, may work no more than twenty (20) hours in any seven (7)-day work week; and will not be employed by the City in a part-time temporary position for more than five hundred twenty (520) hours in any twelve (12) consecutive months. Part-time temporary employees that exceed the above limitations will automatically become regular part-time employees subject to the terms of this Agreement.

The City will provide written notice to the Association of any part-time temporary employee hired to do Police Department work.

## ARTICLE 3 – EMPLOYEE AND UNION RIGHTS

### ***Section 1. Non-Discrimination.***

The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, marital status, race, color, sex, creed, religion, national origin, union affiliation, political affiliation, sexual orientation or handicap/disability except as provided by law.

The Union shall share equally with the City the responsibility for applying the provisions of this Agreement.

**Section 2. Right to Union Association.**

Employees shall have the right to form, join and participate in the activities of their own choosing, for the purpose of representation on matters of employee relations. Employees shall also have the right to refuse to join or participate in the activities of any employee organization. No employee shall be interfered with, intimidated, restrained, coerced or discriminated against by the City or by any employee organization because he/she exercises these rights.

**Section 3. Dues Deduction.**

All employees within the bargaining unit shall be required to pay Union dues. The City will begin deducting Union dues or other deductions beginning with completion of the first full month of employment and will continue to make the regular deduction until such time as the Union notifies the City in writing that the employee has withdrawn his/her membership. The aggregate deductions of all dues payers together with an "itemized reconciliation" which designates members and nonmembers (Fair Share payers) shall be remitted by electronic funds transfer (EFT) to the Union designated account, no later than the tenth (10<sup>th</sup>) of the month following the month for which the deductions were made, electronically to an email address provided by the Union. Payroll deductions for insurance purposes shall be submitted in a separate check.

The "itemized reconciliation" of Union members and the "itemized reconciliation" of Fair Share payers shall include:

- A. A heading indicating the name of the employer, the period covered and whether it is a reconciliation for dues payers or Fair Share payers;
- B. A listing of the dues payers or Fair Share payers:

Name  
Base Pay  
Dues or Fair Share Amount Paid.

The City agrees to automatically adjust the dues amount or Fair Share payment for employees whose base salaries increase or decrease during the term of this Agreement.

**Section 4. Notification of Union Coverage.**

When a person is hired in any classification represented by the Union, the City shall notify him/her that the Union is his/her recognized bargaining representative.

**Section 5. Fair Share.**

Fair Share will be administered as follows:

- A. All employees covered by the terms and conditions of this Agreement shall either become members of the Union or make payment in lieu of dues (Fair Share payment) to the Union, and the City shall notify all new employees of this requirement at the time of employment. Fair Share payments shall be deducted from the wages of nonmember employees in

accordance with ORS 243.650 (10) and 243.666 or the appropriate ORS as hereinafter codified as Oregon law. The aggregate deduction of all Fair Share payments shall be remitted together with an itemized statement to the Union no later than the tenth (10th) of the month following the month for which the deductions were made.

- B. Bargaining unit members who exercise their right of non-membership only when based on a bona fide religious tenet or teaching of a church or religious body of which such employee is a member shall pay an amount of money equivalent to regular monthly Union dues to a nonreligious charity or to another charitable organization mutually agreed upon, in writing, by the employee and the Union, and such payment shall be remitted to that charity monthly by the employee and this fact certified, in writing, by the employee to the City and the Union. Failure to make such payments in two (2) or more consecutive months shall result in the City resuming payroll withholding of Fair Share payments at the written request of the Union, including all delinquent payments.
- C. Fair Share deductions shall be made after completion of the first full month of the employee's service. An employee shall have Fair Share deducted from his/her check for each month or part month he/she works thereafter.
- D. The parties shall cooperate in order that any errors and over/under payments in dues checkoff, withholding or remittance are promptly adjusted. The Union agrees to indemnify, defend and hold harmless the City in its administration of Fair Share and check off provisions of this Agreement.

**Section 6. Leaves of Absence.**

Upon return from leaves of absence without pay, the City shall reinstate the payroll deduction of Union dues and/or Fair Share payments.

**Section 7. Union-Time (Grievants).**

The aggrieved employee and representative shall be allowed reasonable time off to participate in the grievance proceedings without loss of pay for the time so spent.

**Section 8. Union-Time (Bargaining Team).**

Three (3) employees appointed by the Union as members of the Union's Collective Bargaining Committee shall be granted time off with pay to negotiate with the City but shall not receive extra pay for so doing.

**Section 9. Bulletin Boards.**

The City will permit a suitable bulletin board to be placed in a convenient place in the work area used by employees. The Union shall limit its posting of notices and bulletins to such bulletin board.

## **ARTICLE 4 – MANAGEMENT RIGHTS**

The City shall retain the exclusive right to exercise the customary functions of management, including but not limited to, directing the activities of the department, determining the levels of

service and the methods, means and personnel by which the City's operations are to be conducted, including the introduction of new equipment; the right to hire, layoff, transfer, promote and demote; to discipline or discharge for cause, to determine work schedules and assign work and any other such rights not specifically abrogated by the terms of this Agreement.

## **ARTICLE 5 – POLICE DEPARTMENT MANUAL**

The City agrees to furnish each employee of the bargaining unit with a current paper copy or electronic copy of the Police Department Manual. In accordance with the PECBA, the Union shall have the right to meet, consult, and bargain with the City in the formation and modification of policies of the Police Department Manual that are mandatory subjects, safety issues, and/or which have mandatory impacts. Said manual shall be considered as a supplemental document to this Agreement and by reference is incorporated herein.

## **ARTICLE 6 – PROBATIONARY PERIOD**

### ***Section 1. Probation.***

For employees who are not police officers, an appointment shall be made for a probationary period of one (1) year from their initial date of hire with the City. This probationary period can be extended by the Chief if, in his/her opinion, the employee has not satisfactorily completed his/her probation and if the Association agrees to the probation extension. The probationary period shall be a part of the examining process to determine the qualifications of the candidate. During this probationary period, an employee may be discharged without appeal or recourse to the grievance procedure.

For employees who are hired as “lateral” police officers, who are DPSST certified at the time of their hire or who can be certified by DPSST through the DPSST police officer equivalency academy, an appointment shall be made for a probationary period of one (1) year from their initial date of hire with the City. This probationary period can be extended by the Chief if, in his/her opinion, the employee has not satisfactorily completed his/her probation and if the Association agrees to the probation extension. The probationary period shall be a part of the examining process to determine the qualifications of the candidate. During this probationary period, an employee may be discharged without appeal or recourse to the grievance procedure.

For employees who are hired as police officers, an appointment shall be made for a probationary period of eighteen (18) months from their initial date of hire with the City. This probationary period can be extended by the Chief if, in his/her opinion, the employee has not satisfactorily completed his/her probation and if the Association agrees to the probation extension. The probationary period shall be a part of the examining process to determine the qualifications of the candidate. During this probationary period, an employee may be discharged without appeal or recourse to the grievance procedure.

Probationary employees are covered by this Agreement and are represented by the Association but may be discharged by the City without just cause, during their probation, so long as the discharge is for a lawful reason.

**Section 2. Promotion.**

A promotional appointment shall be made for a probationary period of one (1) year. During this probationary period, if the department head believes the employee is not qualified to hold the position to which the employee has been appointed, the employee will be returned to the last position held. It is not discipline for an employee to be returned to their previous position in this circumstance.

**ARTICLE 7 – OUTSIDE EMPLOYMENT**

Permission to work at outside employment while an employee of the City must be approved in writing by the Chief of Police. A copy of the Chief's written approval shall be provided to the employee and the Association. However, such approval shall not be withheld arbitrarily. In order to be approved, the outside employment must:

- A. be compatible with the employee's City duties;
- B. in no way detract from the efficiency of the employee in City duties;
- C. in no way be a discredit to City employment; and
- D. not take preference over extra duty required by City employment.

If an employee is employed outside the City, and it is deemed by the Chief of Police that such employment is in violation of one of the four guidelines as set forth above and does so notify the employee, in writing, the employee shall be allowed fifteen (15) days in which to terminate such employment. It is understood that the Chief of Police may at any time revoke permission to hold outside employment. Any such revocation shall be provided, in writing, to the employee and the Association.

**ARTICLE 8 - DISCIPLINE, DISCHARGE AND SUSPENSION**

**Section 1. Disciplinary Measures.**

Disciplinary action shall be for just cause. Discipline includes the following steps and shall normally be progressive as outlined below, but the disciplinary process may be entered at any step depending upon the severity of the incident causing the disciplinary action:

- A. Written reprimand;
- B. Reduction in pay;
- C. Suspension without pay;
- D. Demotion;
- E. Discharge.

The City shall not impose discipline of a non-probationary employee without appropriate pre-disciplinary due process procedures. Counseling is not disciplinary in nature.

Verbal counseling: Forms of evaluation or counseling are not discipline. These are less formal means of resolving issues related to daily operations or conflicts. These forms of counseling may serve as evidence for future disciplines. They may be maintained in supervisory or evaluation files to be reviewed and purged, if appropriate, yearly. Nothing in this Article shall be construed to

prevent or prohibit the Police Chief or a superior officer from discussing operational matters informally with employees.

**Section 2. Due Process.**

Pre-disciplinary “due process” means written notice of the charges and the facts upon which the charges are based, notice of the maximum range of discipline under consideration, and an opportunity to meet with the decision maker or his/her designee. If the essential facts which support the allegations are not described in detail in the written notice, the City shall provide the Association and the affected employee with all the documents which are relied upon. The employee or the Association may submit a written rebuttal to an oral or written reprimand which shall be maintained with the record of reprimand. If a grievance is filed, documents upon which the City has relied shall be provided to the Association and the affected employee.

**Section 3. Avoidance of Embarrassment.**

If the Chief of Police or designee has reason to discipline an employee, the Chief of Police or designee shall make a reasonable effort to impose such discipline in a manner that will not unduly embarrass the employee before other employees or the general public.

**Section 4. Association Representation in Interview and Discipline Process.**

The City acknowledges the right of the employee to have, upon request, a representative of the Association present at meetings with the employee, which could lead to discipline greater than a verbal reprimand.

**Section 5. General Procedures.**

**A. Potential Discipline Situations.**

Any employee who will be interviewed at a disciplinary interview concerning an act, which if proven, could reasonably result in disciplinary action will be afforded the following safeguards:

1. The employee and the Association will be informed in writing that a formal investigation is commencing, at least (48) forty eight hours prior to any disciplinary interview unless the employee is under investigation for violation of the Controlled Substance Act, or violations which are punishable as felonies or misdemeanors under law, or if doing so would jeopardize either the criminal or administrative investigation. The Association or employee may request an additional 24 hours prior to the interview if necessary. This written notice will include: the nature of the investigation and the specific allegations, policies, procedures and/or laws which form the basis for the investigation at that time; the employee will be afforded the opportunity to consult with an Association representative; and the employee and the Association will be provided all available materials the City possesses related to the investigation, unless the City elects to provide a written statement of essential facts which would support any contemplated basis of discipline.

When releasing information to the employee and the Association, the City may place conditions on disclosure of witness statements under circumstances where the conditions

are warranted in order to limit risk of claims or aggravation of difficult circumstances in the work place or in the City's relationship with a victim. In such event, the City and the Association shall cooperate to meet appropriate investigative and due process needs.

2. The employee shall be allowed the right to have an Association representative present during the interview. The opportunity to have the Association representative present at the interview shall not delay the interview more than four (4) hours, except for minor complaints (incidents for which no more than a verbal warning may result) which may be handled immediately when a representative is not readily available. However, if in the course of the interview it appears as if a more serious disciplinary problem has developed, the employee will be allowed up to four (4) hours to obtain a representative to be present at the interview.
3. All interviews shall take place at Department facilities, or elsewhere if mutually agreed, unless an emergency exists which requires the interview to be conducted elsewhere.
4. The City shall make a reasonable good faith effort to conduct these interviews during the employee's regularly scheduled shift, except for emergencies. However, where the Chief or the Chief's designee is a party to the interview, the City may schedule the interview outside the employee's regular working hours as long as the appropriate overtime payments are made to the employee. Where an employee is working on a graveyard shift, the City will endeavor to conduct the interview contiguously to the employee's shift, and the appropriate overtime or irregular hours payments shall be made to the employee.
5. The employee will be directed to answer any questions specifically involving the non-criminal matter(s) under investigation and will be afforded all rights and privileges to which they are entitled under the laws of the State of Oregon or the United States of America.
6. The employee shall be entitled to such reasonable intermissions as may be requested for personal necessities.
7. All interviews shall be limited in scope to activities, circumstances, events, conduct or acts which pertain to the incident which is the subject of the investigation. Nothing in this section shall prohibit the City from questioning the employee about information which is developed during the course of the interview.
8. The City shall tape record the interview and a copy of the complete tape of the interview of the employee shall be furnished, upon request, to the Association. If the interviewed employee is subsequently disciplined, the recording shall be provided, or if transcribed provided by the City, and the employee and the Association shall be provided a copy thereof.
9. Interviews and investigations shall be concluded without unreasonable delay.

10. The employee and the Association shall be notified in writing of the results of any investigation, and for non-criminal investigations, those results must be presented in writing to the employee and the Association within thirty (30) days from the initial interview of the employee by the City of the basis of discipline. If not, the employee will be exonerated of all charges. Upon notice, in writing, timelines may be extended for reasonable discovery purposes.

B. Use of Deadly Force Situations.

Employees involved in the use of deadly force shall be advised of their rights to and shall be allowed to consult with an Association representative or attorney prior to being required to give an oral or written statement about the use of force. The City shall pay for a debriefing with a psychologist in cases of officers involved in use of deadly force.

C. Section 5, relating to General Procedures, shall not apply to a criminal investigation conducted by another law enforcement agency. This section shall not prevent informal inquiry following an event which will be formally investigated in order to ascertain what occurred to the best of the involved officer's ability to recall, provided however, that the City only rely upon the involved officer's formal interview statements for all administrative purposes. Should an officer reasonably believe the discipline may result from the informal inquiry, the officer may seek Association representation.

D. Pre-disciplinary hearing/Loudermill.

Prior to any discipline being imposed, the employee, or representative, shall be given the opportunity to meet with the person imposing discipline and provide additional evidence or mitigating circumstances related to the action leading to potential discipline. The employer will provide sufficient discovery regarding the findings of the investigation, witness statements and evidence relied upon to this point within a reasonable period prior to the pre-disciplinary hearing. The employer agrees not to decide on the discipline imposed until after such meeting.

E. Imposing Discipline.

When an investigation results in discipline: Any employee being disciplined will be given official written notice of discipline imposed including a summary of the facts, the policy violations or misconduct occurred and an explanation of the discipline imposed.

The employee and Association President or designee, upon request, shall be furnished with a copy of the reports of the investigation which shall contain all known material facts of the matter, witness statements, tape recordings, and any other materials relied upon, at no cost. The employee shall also be furnished with the names of all witnesses and complainants who shall appear against him or her and/or whose statements shall be used against him or her.

F. Personnel File.

Disciplinary actions may be placed in a personnel file. After three (3) years and absent continued similar misconduct, an employee may request removal of the discipline from the personnel file. Prior to placing any document considered "negative" in any employee's

personnel file, the employee will be given written notice of the document and may provide a rebuttal for the file.

## **ARTICLE 9 – SENIORITY**

### **Section 1. Determination.**

Seniority, as used in this Agreement, is determined by the length of an employee's continuous service with the Police Department since his/her date of hire, regardless of changes in classification.

The City will provide the Union with a copy of the seniority list in July of each year and shall post the list in a conspicuous place available to all employees. In the event two (2) or more employees hold equal time in any classification, the City will use the employee's date of employment application with the City in deciding which employee is to be deemed the senior employee.

### **Section 2. Credit for Prior Service for Lateral Police Hires.**

The Chief may hire police officer laterals at a higher step based on prior years of certified service in Oregon, Washington and Idaho at year for year credit for each full year of service in the other jurisdiction.

Credit for prior service outside the jurisdictions named above will be at the discretion of the Chief of Police.

For pay purposes, current employees who change classifications within the bargaining unit will receive year for year credit for each full year of service with the Ontario Police Department

### **Section 3. Job Bidding.**

Any job classification within the bargaining unit to be filled by the City shall be posted for bid for a period of five (5) working days, excluding Saturdays and Sundays. The job opening may also be publicly advertised at the same time. The bid will state which department has the job opening, qualifications of the job and the rate of pay. During this period, all employees within the bargaining unit will have the right to bid on the opening. Qualified employees will be selected for the job opening on the basis of their seniority and ability, seniority being the governing factor if abilities are equal. If no qualified employees bid on the job within the above-mentioned time period, the City may offer the job to any qualified applicant.

## **ARTICLE 10 – LAYOFF**

### **Section 1. Order of Layoff.**

In the event it becomes necessary to lay off employees for any reason, employees shall be laid off in the inverse order of their seniority in their classification. The City will decide in which classification it wishes to lay off employees.

**Section 2. Recall.**

Employees shall be recalled from layoff in their classification according to their seniority in that classification until twenty-four (24) months from the layoff date. No new employees, temporary employees, or non-regular employees shall be hired in one of the classifications affected by layoff until all employees in that classification on layoff status desiring to return to work have been recalled.

**Section 3. Bumping Rights.**

The employee may demote to the lowest seniority credit position in any classification for which he/she is qualified within the department. An employee who demotes shall remain at the same years of service salary step within their new classification.

**Section 4. Notice Of Transfer to Another Agency.**

In the event City Council is presented or receives a resolution to transfer bargaining unit work to a different government entity, absent exigent circumstances, the City shall notice OPA, in writing, within five (5) days. The City acknowledges the right of OPA to demand to bargain the impact of the transfers and, if such demand to bargain is timely made, the City agrees to bargain the impact prior to transfer and under ORS 243.698, and/or as applicable pursuant to ORS 236.605 and ORS Chapter 190.

**ARTICLE 11 – ARTICLE 11 – HOURS OF WORK**

**Section 1. Work week.**

- A. A normal work week shall consist of either forty (40) hours in seven (7) work days, including regularly scheduled work days and regularly scheduled days off based on a fifty-two (52)-week year (i.e., a work month will average 173.33 hours); or thirty-seven and one-half (37 ½) hours in seven (7) work days, including regularly scheduled work days and regularly scheduled days off, based on a fifty-two (52)-week year (i.e., a work month will average 173.33 hours).
- B. The intent of Article 11, Section 1, is for the definition of the work week. It shall be understood that for the purpose of shift work that the start of a new work week is Friday at 7 A.M. to coincide with the start of the new work shift.

**Section 2. Work shift**

A normal work shift will consist of ten (10) consecutive hours per day on the basis of a four (4)-day work week, or a normal work shift shall consist of twelve and one-half (12 ½) consecutive hours per work day on the basis of a three (3)-day work week. However, The Patrol Division will be divided into two (2) teams with the Patrol Division teams work schedules set forth below.

For part-time employees, a normal work shift shall be the length of their regularly scheduled hours as posted on the work schedule. A part time employee's posted normal work shift will not exceed ten (10) hours.

**Section 3. Work day.**

A normal work day will consist of twenty-four (24) consecutive hours starting with the beginning of an employee's regularly scheduled work shift.

**Section 4. Work schedule.**

By December 1 of each calendar year, for the upcoming calendar year, the Police Department shall post an annual work schedule for employees that work shift work showing an employee's regularly scheduled work days, regularly scheduled days off, and regular work shift including regular start and stop times.

**Section 5. Patrol Teams.**

- A. Each patrol team will rotate on the work schedule as a patrol team. Individual work shifts will be assigned by the City;
- B. Team Hours: Monday through Thursday, four (4) work shifts of ten (10) consecutive hours (4-10s) each; and Friday through Sunday, three (3) work shifts of twelve and one-half (12 ½) consecutive hours each (3-12 ½s). Team rotation will be every twenty-eight (28) days;
- C. The patrol team working the twelve and one-half (12 ½) hour work shifts will have an additional ten (10) hours of work time scheduled by the City during each twenty-eight (28)-day work period in which the twelve and one-half (12 ½) work shifts are worked. This additional ten (10) hours of work time will be scheduled by management for the purpose of training, travel, schooling, special department projects, traffic enforcement, etc. The scheduling of this additional ten (10) hours of work time will be scheduled in one (1) block of time and will be done in such a manner as to minimize the inconvenience to the officer on his days off; and
- D. In regards to Article 12, Section 5 "Overtime" as set forth in this Agreement, both parties agree that no "shift flex" will be allowed to be used for the patrol team employees assigned to work the twelve and one-half (12½) hour work shifts. Any hours worked in excess of the twelve and one-half hour (12½) work shift and the ten (10) hour work shifts will be paid as overtime at the employee's regular overtime rate of pay. All other aspects of paid overtime, as set forth in Article 12 of this Agreement, shall remain the same. (Clarification: The ten (10) additional work shift hours will not be used by an employee or the City to replace hours that would normally be paid to an employee as overtime.)
- E. The following work shifts may be assigned for employees in special assignments:
  - 1. **Investigations/Detectives:** Eight (8) consecutive hours per work day on the basis of a five (5)-day work week, ten (10) consecutive hours per work day on the basis of a four (4)-day work week, or twelve and one-half (12 ½) consecutive hours per work day on the basis of a three (3) day work week, with ten (10) additional hours to be scheduled based upon mutual agreement of the parties during the applicable twenty-eight (28)-day work period.

2. **School Resource Officers:** Eight (8) consecutive hours per work day on the basis of a five (5)-day work week, or ten (10) consecutive hours per work day on the basis of a four (4)-day work week, or twelve and one-half (12 ½) consecutive hours per work day on the basis of a three (3)-day work week, with ten (10) additional hours to be scheduled based upon mutual agreement of the parties during the applicable twenty-eight (28)-day work period. When an SRO is assigned to a patrol team, the SRO will work the same hours as the patrol team schedule.
3. **Ordinance Enforcement:** Either eight (8) consecutive hours per work day on the basis of a five (5)-day work week, or ten (10) consecutive hours per work day on the basis of a four (4)-day work week.

### **Section 6. Exceptions.**

The parties may agree by written memorandum of agreement (MOA) to alternate work shifts for individuals in special assignments.

### **Section 7. Rest Periods and Meal Breaks.**

- A. **Rest Periods.** Employees are entitled to two (2) fifteen (15)-minute paid rest periods during each ten (10)-hour work shift; any work shift over ten (10) hours requires a third (3<sup>rd</sup>) fifteen (15)-minute paid rest period. Each paid rest period is scheduled at or near the middle of each employee's half shift. All employees are required to follow City policies during such paid rest periods. Paid rest periods shall not interfere with or be detrimental to public safety and employees shall remain subject to call during each paid rest period.
- B. **Meals.** Sworn Officers have a compensated meal break of thirty (30) minutes during each work shift and employees shall remain subject to call during each meal break. Consistent with operating requirements, meal breaks are scheduled at or about the middle of the work shift. Non-sworn employees working 6 or more hours per day will be provided a 30 minute unpaid meal break.

## **ARTICLE 12 – OVERTIME**

### **Section 1. Overtime Rate.**

Employees covered by this Agreement shall be compensated at the rate of one and one-half (1½) times the employee's hourly rate of pay for all hours worked in excess of a normal work shift or work day as defined in Article 11 "Hours of Work", or for all hours of work performed by an employee on their regularly scheduled day off.

### **Section 2. Prior Approval.**

Overtime compensation shall be paid based upon overtime work performed by an employee. However, the parties agree that, except in an emergency situation, no overtime should be worked without prior approval of a supervisor. An employee who works overtime without prior approval of a supervisor will be paid by the City for the overtime worked, but may be subject to discipline for failure to obtain approval of a supervisor prior to working the overtime.

**Section 3. Rounding.**

Overtime shall be rounded up to the next nearest quarter (1/4) hour for actual time worked except as specified in Section 4 and Section 5 of this Article.

**Section 4. Call-Back.**

Call-back will be compensated as follows:

- A. An employee recalled or called back for work after completion of his/her regular work shift but within his/her normal workday shall be compensated at the employee's regular overtime rate of pay for a minimum of two (2) hours.
- B. An employee recalled or called-back for work on a day that the employee is not normally scheduled to work or is on approved leave, shall receive not less than four (4) hours overtime pay at one and one-half (1½) times his/her regular rate of pay.
- C. For purposes of Section 4(a) and 4(b) above, a work day shall be defined as a twenty-four (24)-hour period of time that begins when an employee reports to work at the beginning of their regularly scheduled work shift.

**Section 5. Shift-Flex.**

The City shall have two (2) hours scheduling flexibility at the discretion of management during an employee's work week without the schedule adjustment being subject to the provision of callback or recall. In addition, the City may have four (4) hours of scheduling flexibility if scheduled and posted on the shift schedule with actual notice in writing to the employee, or with mutual consent of the City and the employee, a flex shift may be scheduled within two (2) weeks of the flex shift.

**Section 6. Holiday Overtime.**

Overtime worked on a holiday (as defined in Article 15 "Holidays") will be paid at the rate of one and one-half (1 ½) times the employee's holiday rate of hourly pay.

**Section 7. Mandatory Overtime Scheduling.**

Mandatory overtime needed to cover a shift for which the scheduled employee notified the Police Chief or his designee at least two (2) weeks in advance that he/she will be absent will be posted. If no employee volunteers then overtime will be distributed as equally as possible. To ensure that mandated overtime is distributed equally, the City and the Association shall jointly maintain a list of employees that have been offered mandated overtime work and/or been mandated to work overtime.

This list shall be posted upon the Association bulletin board and updated each time mandated overtime is required. With regard to maintenance of this list, an employee who is offered and rejects mandatory overtime will be treated the same as an employee who accepted and worked mandatory overtime.

**Section 8. Overtime Opportunities.**

Overtime opportunities shall be offered to all employees qualified to work the overtime opportunity, on a rotating basis, using a list of all qualified employees based on the employee's date of hire with the Ontario Police Department. With regard to maintenance of this list, an employee who is offered and rejects overtime will be treated the same as an employee who accepted and worked overtime.

(see Appendix "B", MOU dated 11-30-10)

## ARTICLE 13 – WAGES

All employees covered by this Agreement shall be paid in accordance with "Schedule A" attached hereto and subject to the following wage adjustments:

### **Section 1. Wage Adjustments.**

Effective upon execution or July 1, 2015, the later, the wage scale will be increased by 3.0% across the board.

Effective July 1, 2016, the wage scale will be increased by 2% across the board.

Effective January 1, 2017, the wage scale will be increased by 2% across the board.

Effective July 1, 2017, the wage scale will be increased by 2.5% across the board.

Effective December 31, 2017, the wage scale will be increased by 0.5% (one-half) across the board.

### **Section 2. Salaries for New Positions.**

The City may create new bargaining unit positions and may establish an interim rate of pay for such positions. The City will negotiate a regular rate of pay for any new bargaining unit positions with the Union. If the parties are unable to agree on a permanent rate of pay for a new bargaining unit position, the parties will use the ORS 243.698 *et seq.*, mid-term PECBA bargaining process to resolve the matter. If the Union seeks resolution through interest arbitration, the City may proceed with the new hire which shall be subject to the final determination of the arbitration.

### **Section 3. DPSST Incentive.**

Employees in classifications subject to certification by the Oregon Department of Public Safety Standards and Training (DPSST) shall receive certification pay as follows:

- A. Upon submittal of evidence to the City that said employee has received DPSST Intermediate Certification: three percent (3%) over and above base monthly salary; or
- B. Upon submittal of evidence to the City that said employee has received DPSST Advanced Certification: six percent (6%) over and above base monthly salary.
- C. DPSST incentives are not cumulative.

Employees shall be required to continuously maintain certification in order to receive said pay. The City shall provide the necessary training to each employee so that each employee certified by DPSST may maintain their DPSST certification on an annual basis.

**Section 4. Bilingual Premium.**

A premium of five percent (5%) of the employee's base salary shall be paid for fluency in Spanish. Fluency shall be determined with a test or other certification process acceptable to the City and to the District Attorney.

**Section 5. FTO Incentive.**

The City may, on a weekly basis, designate up to three (3) officers to serve as Field Training Officers (FTO) for that week. In exchange for that designation, each officer so designated will receive a five percent (5%) incentive added to their base wage for each week that they are designated as an FTO. This designation and incentive shall also apply to any employee of the Police Department designated as a trainer/coach for a probationary employee. In the event another Officer needs to cover the assigned FTO for a shift, the covering Officer will be paid an additional 5% (five percent) of base hourly wage for the hours worked as assigned.

**Section 7. Canine Officer.**

A premium of five percent (5%) of the employee's base salary shall be paid for an officer assigned to be the Canine Officer.

In addition, the City will pay the reasonable expenses for food, care, upkeep, and for veterinary care for the City's dog. The Canine Officer shall also be provided a marked police vehicle for the normal and route transport of the City's dog to and from work and for Canine Officer/police dog service work.

In each 28-day FLSA work period, Canine Officers shall be granted sixteen (16) hours of release time as compensation for the time it is necessary for the Canine Officer to care for, groom, feed, and maintain the canine during off-duty hours. The Canine Officer will use his/her best effort to schedule this release time at least seven (7) calendar days in advance. Release time must be scheduled and used by the Canine Officer during the 28-day FLSA work period in which it is accrued. Release time will normally be scheduled to coincide with the beginning or end of a Canine Officer's normal work shift.

Canine Officers are to record actual time spent on the above activities during each pay period and provide that record to the Employer each pay period. Any such non-regular duty work in excess of the paid release time shall require advance written approval from the Chief or his/her designee.

The release time shall include time necessary for the Canine Officer to care for, groom, feed, and maintain the canine on days off, vacation, and holidays when the Canine Officer has the canine in his/her possession. The Canine Officer will thus be entitled to the same paid release time for canine care purposes during a scheduled vacation or holiday when the Canine Officer has the canine in his/her possession.

Hours worked in law enforcement activities by Canine Officers during hours scheduled as paid release time or outside of their regularly scheduled normal work shift shall be compensated at one and one-half (1.5) times the Canine Officer's regular rate of pay.

The parties have reviewed the hours of work actually spent and reasonably required for Canine

Officers to care for the canine outside normal duty hours and agree that those hours approximate the hours of release time granted. However, it is understood that compensation for canine maintenance work performed by Canine Officers outside the regular duty assignment may calculate to be a lesser hourly rate than the Officer's regular pay rate.

The above release time is in addition to the Specialty Pay received by Canine Officers as provided in this Agreement.

***Section 8. Payment Upon Employment Termination.***

A regular employee terminating employment (voluntary, involuntary, retirement, layoff) with the City will be paid any earned and unpaid wages then due plus any accumulated and unused vacation pay to which the employee is entitled. Payment will be made in accordance with the requirements of Oregon Law.

***Section 9. Longevity.***

The City recognizes the value and contributions of employees with extended years of service. Effective January 1, 2016, employees with 20 years (240 months) of continuous service with the City, the employee will receive a longevity incentive of 3% base monthly pay.

## **ARTICLE 14 – WORKING OUT OF CLASSIFICATION**

When an employee is assigned for a limited period to perform the duties of a position at a higher level classification for more than fifteen (15) consecutive calendar days, the employee shall be paid at what would be the next higher salary step from the first day of the assignment for the full period of the assignment.

## **ARTICLE 15 – HOLIDAYS**

***Section 1. Holidays.***

The following days shall be recognized by the City as official holidays:

- 1) New Year's Day – January 1
- 2) Martin Luther King, Jr. Day
- 3) Presidents' Day (3<sup>rd</sup> Monday in February)
- 4) Memorial Day (last Monday in May)
- 5) Independence Day July 4
- 6) Labor Day (1<sup>st</sup> Monday in September)
- 7) Veterans' Day – November 11
- 8) Thanksgiving Day
- 9) Day after Thanksgiving Day
- 10) Christmas Day

**Section 2. Holiday Pay.**

Any employee who works on one of the above holidays will be paid double time (2x) the employee's regular hourly rate of pay for any hours the employee actually worked on that holiday. The time span of a designated holiday shall be a twenty-four (24)-hour period of time from 12:01 a.m. to 11:59 p.m.

**ARTICLE 16 – VACATIONS**

**Section 1. Accrual.**

Paid vacation time for full time employees shall accrue at the following rates per year:

1 month through 71 months of employment (1 – 6 years)	90 hours per year
72 months through 143 months of employment (6 – 12 years)	130 hours per year
144 months through 203 months of employment (12 – 17 years)	170 hours per year
204 months through 263 months of employment (17 – 22 years)	210 hours per year.
264 months or more of employment (More than 22 years)	228 hours per year (19 hours per month)

An employee who has not completed his/her probationary period is not eligible to take vacation unless approved in writing by the supervisor and will not be paid for accrued vacation if the employee does not satisfactorily complete the probationary period prior to employment termination.

**Section 2. Maximum Accumulation.**

An employee can carry a maximum accumulation of vacation of two (2) times the annual rate (example: a five (5)-year employee could have a maximum amount of vacation of one hundred eighty (180) hours). Ongoing vacation accruals are forfeited once this maximum is reached.

**Section 3. Vacation Buyback.**

Employees who earn eighty (80) hours or more of vacation annually shall have the option of receiving forty (40) hours of pay in lieu of up to one (1) week's vacation: (a) if the pay is taken concurrently with a week of vacation, or (b) if taken as pay in the November paycheck. This option may be taken once per year, but only if adequate vacation has been accrued to provide for said option.

Employees who earn one hundred twenty (120) hours or more of vacation annually shall also have the option of taking an additional forty (40) hours of vacation in pay following the same rules above.

## ARTICLE 17 – LEAVES

### **Section 1. Sick Leave.**

- A. Accrual. For the sole purpose of providing financial security to employees and their families, all permanent full time employees and all probationary employees with three (3) months' service are allowed sick leave for non-occupational disability with full pay. An employee shall earn twenty (20) hours per month during the first year of service and ten (10) hours per month thereafter up to a maximum of twelve hundred and eighty (1280) hours. If an employee, because of catastrophic illness, injury, or a serious health care condition as defined by OFLA/FMLA, has exhausted his/her accumulated sick leave and requests, in writing, an extension of sick leave, the written request shall be submitted to the City Manager for written approval by the City Manager of an extension not to exceed a maximum of one hundred sixty (160) hours. Unused accumulated sick leave during a calendar year shall be carried to the credit of the employee the next year, provided that such accumulation does not at any time exceed twelve hundred and eighty (1280) hours.
- B. Use and Verification. Sick leave is provided as an insurance against an employee's illness and inability to work; in no sense is it a right which the employee can use for any purpose other than actual illness or accident causing personal disability, except as otherwise required by law. An employee may use sick leave for OFLA, FMLA, integration with workers' compensation leave absences due to personal or dependent injury or illness and health care provider (HCP) appointments. Abuse of this privilege shall be cause for dismissal. The Chief of Police or Human Resources Manager may require an HCP certification of illness or fitness for duty for any sick leave.
- C. Temporary Employees. Temporary employees will not earn paid sick leave accruals during the first three (3) month of employment.

### **Section 2. Leave of Absence.**

A non-probationary employee may be granted leave of absence without pay when the work of the department will not be handicapped by this absence. Requests for such leaves must be in writing and must establish reasonable justification for the approval by the department head or City Manager. Leaves of absence up to two (2) weeks without pay may be granted by the department head. Leaves of absence for longer than two (2) weeks must be approved by the City Manager.

### **Section 3. Jury Duty.**

When an employee is called for jury duty as a citizen during a regularly schedule work shift, he/she will be paid his/her regular salary and turn over to the City any jury duty pay received, excluding mileage reimbursement.

### **Section 4. Military Leave.**

Military leave will be granted in accordance with the Uniformed Services Employment and Reemployment Rights Act (USERRA). Advanced written notice using the Leave Request form is required unless military necessity prevents this.

**Section 5. Compassionate Leave.**

If a employee must lose work because of a death in the immediate family (spouse, child, parent, brother, sister, parent of present living spouse and/or grandparents of employee and present living spouse, Registered domestic partner) an employee shall be excused, without loss of pay, for up to a maximum of three (3) shifts (and receive his/her normal rate of pay. A brother-in-law or sister-in-law shall be considered a member of the immediate family of an employee for purposes of compassionate leave at the discretion of the Police Chief. An additional shift may be granted if extensive travel is involved. If an employee must lose work due to his/her service as a pallbearer, he/she shall be reimbursed for such lost work at the employee's straight-time hourly rate up to a maximum of four (4) hours pay. Leaves provided under OFLA are concurrent to leaves provided in this section.

**Section 6. Conferences and Conventions.**

Decisions concerning attendance at conferences, conventions or other meetings at City expense will be made by the department head with the approval of the City Manager. Members of professional societies will be permitted to attend meetings of their society when such attendance is considered to be in the best interest of the City.

**Section 7. Maternity, Parental and Family Leave.**

Family leave and medical leave will be granted in accordance with federal (FMLA) and state (OFLA) law and as provided in the City personnel policy manual.

**ARTICLE 18 – INSURANCE BENEFITS**

**Section 1. Health Insurance.**

Employees are eligible for insurance on the first of the month following their date of hire. Eligibility is subject to the terms of the insurance carrier. *Bargaining note: Effective July 1, 2015, the insurance carrier will not provide benefits to domestic partners except for Registered Domestic Partners under ORS 106.300 et seq.*

The City will provide full-time employees and their dependents CIS HDHP-2 plan with HSA, including prescription (RX) and Alternative Care, herein referred to as “HDHP” plan. A summary of the HDHP plan is attached as Appendix “C.” For the purposes of this Article, full time is considered working 30 hours or more per week.

On January 1, 2016, the City will provide full-time employees and their dependents CIS CO-PAY B, with RX, Vision VSP 1, Alternative Care Chiropractic and Hearing Aid rider.

**Section 2. Vision Care.**

Effective January 1, 2015, and for the term of the Agreement, the City shall provide all full time employees CIS Vision Plan –VSP. A summary of the CIS Vision plan –VSP benefits and design are attached as Appendix “C”

**Section 3. Retiree Medical.**

Pursuant to State and Federal Laws, the City offers retired employees access to continuation of plan benefits as provided by the carrier. The retired employee is responsible for all associated costs and premiums.

**Section 4. Section 125 Cafeteria Plan.**

The City will provide employees the opportunity to participate in an Internal Revenue Service, Section 125, cafeteria plan as allowed by IRS regulations.

**Section 5. Life Insurance.**

For the term of this Agreement, the City shall furnish to each employee \$20,000.00 of term life insurance coverage. At the employee's expense, the employee may upgrade the life insurance coverage amount subject to the provider's conditions.

**Section 6. On-the-Job Injury Insurance.**

All employees are covered for accidents on the job under Workers' Compensation. When an employee must take time off by reason of an occupational disability, he/she will receive compensation from Workers' Compensation.

In addition, at the employee's option, the employee shall have the ability to receive the difference between the loss-time benefit compensation and his/her net regular salary after taxes, one-half of which shall be paid by the City and the half charged to the employee's accrued sick leave and/or vacation.

**Section 7. Insurance Reopener.**

In the event a currently offered health, dental, or vision plan is no longer available, the parties agree to reopen for bargaining in regard to the eliminated plan(s).

**Section 8. Indemnification Against Liability.**

The City agrees to provide one million dollars (\$1,000,000) on-the-job personal liability insurance at no cost to the employee.

**Section 9. Employee Premium Contribution.**

The City will pay the full premiums (100%) for health, dental and vision insurance, as referenced in Sections 1, 2 and 3 for the CIS HDHP plan up to December 31, 2015. The City will pay premiums (100%) for health, dental and vision insurance, as referenced in Sections 1, 2 and 3 for CIS CO-PAY B.

**Section 10. Health Savings Account/Other.**

- 1) For employees who do not have a choice to participate in an HSA account because of coverage under Medicare, Tricare/VA or Indian Health Services, the City will make available a comparable benefit, subject to IRS and plan regulations.

Part-Time Employees. Part-time employees shall not be eligible for any health insurance coverage.

**Section 11. Additional Coverage.**

The Association will insure that all eligible members of the Ontario Police Department are enrolled as participants for benefits and coverage provided by the Legal Defense Fund of the Peace Officers Research Association of California (PORAC). Eligible members include all sworn members regular police officers and reserve officers, including police supervisors and command level police executives who are sworn Oregon police officers, as well as non-sworn public safety employees (including Dispatchers and Code Enforcement) as defined in the Summary Plan Description of the PORAC legal Defense Fund.

During the first calendar week of December, March, June and September of each year, the City and Association shall cooperate to ascertain the amount due to PORAC by reason of participants' enrollment coverage of Plan II relating to services and representation in civil and criminal actions. The City shall pay the Association the full amount of such costs during the first half of such months in order to enable the Association to remit full costs to PORAC on or before the due dates of December 31, March 31, June 30 and September 30.

Exclusively for the purpose of representation of reserve officers in regards to civil and criminal issues that arise in the context of critical incidents (such as but not limited to use of force incidents), reserve officers shall be special members of the Association. The City shall remit periodically to the Association funds necessary for PORAC Legal Defense Fund (Plan II) participation provided for in this Agreement.

The Association agrees to hold the City harmless for any failure on behalf of the Association to pay adequate amounts to PORAC for coverage after payment is paid by the City to the Association.

**ARTICLE 19 – RETIREMENT**

**Section 1. PERS Membership.**

The City agrees to continue to participate in the Public Employees Retirement System (PERS) and the Oregon Public Service Retirement Program (OPSRP) or its successor.

**Section 2. PERS Pickup.**

The City will pick up the employee's contribution to the Individual Account Program (IAP) and/or Oregon Public Employees Retirement System, as lawfully appropriate, upon completion of six (6) full months of employment. The City shall comply with the various provisions of the Oregon Revised Statutes regarding salary, final average salary and pick up of employee contributions.

**ARTICLE 20 – UNIFORMS**

**Section 1. Issuance and Cleaning.**

All uniforms and equipment as required by the City shall be provided by the City. Uniform cleaning shall be paid by the City, up to two (2) cleanings per week, per employee. Certain circumstances may require cleanings in excess of this limit, but shall be approved by the Chief of Police or his/her designee.

**Section 2. Replacement**

When a uniform is returned to the City because of wear, size or damage, it shall be replaced as soon as possible.

**Section 3. Court Appearances**

An officer on overtime for court appearance shall be in uniform regardless of the court involved.

**Section 4. Clothing Allowance**

Detectives, except narcotics task force investigators, assigned and required to wear civilian clothes which meet a department standard on duty shall be reimbursed each December 1, based on receipts for slacks, coats, dress shirts and ties worn on their plain clothes assignment, in an amount not to exceed two hundred dollars (\$200) per year.

**Section 5. Uniform and Boot Allowance**

The City agrees to provide sworn officers and the ordinance officers with uniforms and boots and replace when necessary.

## **ARTICLE 21 – MILEAGE AND LODGING**

The parties agree to rely on the City's Financial Policies, Travel and Expense, 1.10. In the event the City contemplates a change in policy, the City will provide notice of change and opportunity to request to bargain under ORS 243.698.

## **ARTICLE 22 – PERSONNEL FILE**

**Section 1. Employee Access**

Each employee shall have the right to review the contents of his/her own personnel file. At his/her option, he/she may request to be accompanied by a Union representative of his/her choosing. A Union representative may also have access to, right of review and copies of the materials in an employee's personnel file when the materials requested by the Union representative have a direct, probable or relevant connection to an ongoing PECBA matter between the City, the Union and/or the employee. No material in the personnel file shall be altered, removed or in any other way changed by an employee and/or a Union representative who is reviewing the files. A City representative may choose to be present during review.

**Section 2. Access of Others**

Access to a staff member's personnel file shall be limited to only the individual employee involved and/or his/her designated representative, such supervisors and administrators of the City who are assigned to review or place materials therein and such clerical personnel whose duty it is to maintain personnel files, provided such access does not conflict with the provisions of ORS 192.501-505. Access to files shall also be granted to agencies granted that privilege by federal and state laws.

Any time the employee's personnel file or a copy of that file leaves the control of the City, the employee will be notified, in writing, at least three (3) business days prior to the release. Routine releases to the City Attorney or District Attorney of certification records (intoxilyzer, radar) will not require written notification to the employee.

***Section 3. Adverse Entries.***

No information reflecting critically upon an employee shall be placed in the employee's personnel files that does not bear the signature of the employee, except notice of discharge. The employee shall be required to sign material to be placed in his/her personnel files provided the following disclaimer is attached:

"Employee's signature confirms only that the supervisor has discussed and given a copy of the material to the employee. The employee's signature does not indicate agreement or disagreement with the contents of this material."

If an employee is not available within five (5) working days to sign the material, the City may place the material in the files provided a statement has been signed by two (2) management representatives and a copy of the document was mailed to the employee and the Association President at their addresses of record.

***Section 4. Removal of Certain Discipline.***

Letters of caution, consultation, warning, admonishment and reprimand shall be considered temporary and shall be removed no later than three (3) years after they have been placed in the employee's personnel file unless required by state law to be held longer. If a subsequent disciplinary action(s) of a similar nature is imposed prior to removal of a record of discipline under this section, the time for removal shall be computed from the subsequent disciplinary action. Once removed, material may be retained in a sealed file, but shall not be considered by the City for any purpose, except for showing notice of a rule or policy when just cause discipline of an employee is at issue.

***Section 5. Admissibility of Disciplinary Proceedings.***

Materials placed in the personnel record of an employee without conforming with the provisions of this Article shall not be permitted to be used by the City in any disciplinary proceeding involving the employee. Said materials may be removed earlier upon mutual agreement between the employee and his/her supervisor.

***Section 6. Retention of Commendations.***

Written commendations shall become a permanent part of the employee's personnel file, and the employee shall be furnished a copy of all such material at the time it is placed in the employee's personnel file.

## ARTICLE 23 – SAFETY COMMITTEE

The bargaining unit shall designate a member and alternate to serve on the City's Safety Committee without loss of compensation. The City shall conduct the Safety Committee in accordance with Oregon OSHA Regulations.

## ARTICLE 24 – GRIEVANCE PROCEDURE

### ***Section 1. Grievance Defined.***

A grievance for the purpose of this Agreement is defined as a dispute regarding the meaning or interpretation of a particular clause of this Agreement or change in City procedure which impacts wages, hours, or working conditions, or an alleged violation of this Agreement.

### ***Section 2. Grievance Procedure.***

A grievance shall be resolved through the following procedure:

Step 1: In cases involving a complaint by an employee or employees, the representative of the Union or the aggrieved employee or employees, with or without the presence of the representative of the Union, shall present the complaint, within ten (10) calendar days after it arises, to the immediate supervisor in a written or electronic format. The supervisor shall respond in writing to the grievant within ten (10) calendar days from the receipt of such grievance.

Step 2: If the grievance still remains unsettled at Step 1, within ten (10) calendar days from receipt of the Step 1 denial, or within ten (10) calendar days of when a written Step 1 response was due from the immediate supervisor, the grievance may be submitted to the Police Chief. The Police Chief shall respond in writing to the grievant and the Union within ten (10) calendar days from the receipt of such Step 2 grievance.

Step 3: If the grievance still remains unsettled at Step 2, within ten (10) calendar days from receipt of the Step 2 denial, or within ten (10) calendar days of when a written Step 2 response was due from the Police Chief, the grievance may be submitted to the City Manager. If the grievance is not satisfactorily resolved within ten (10) calendar days after being received by the City Manager, the employee or his/her designated representative will notify the City Manager of their intent to arbitrate.

Step 4: If the grievance is not settled at Step 3, the Union may file a notice of intent to arbitrate the grievance with the City Manager within ten (10) calendar days of the date the decision of the City Manager is due. The parties shall request a list of seven (7) Oregon/Washington arbitrators who are certified from the Oregon Employment Relations Board and meet or communicate within five (5) calendar days after receipt of the list to select an arbitrator by the method of alternately striking names. The party to strike the first name shall be determined by the flip of a coin, with each party alternately striking names with the remaining person being the arbitrator. The cost of the arbitrator's fees and expenses

shall be paid by the losing party as determined by the arbitrator. Each party shall be responsible for costs of presenting its own case to arbitration. The arbitrator shall be asked to render a decision within thirty (30) days of the termination of the hearing. The decision of the arbitrator shall be final and binding on both parties.

**Section 3. Waiver of Timelines, Withdrawal.**

Any time limits specified in the grievance procedure may be waived or extended by mutual prior consent of the parties.

## **ARTICLE 25 – FUNDING**

The parties recognize the revenue needed to fund the compensation provided by this Agreement must be approved by established budget procedures and in certain circumstances by vote of the citizens. All such compensation is therefore contingent upon sources of revenue and, where applicable, voter budget approval. The City has no intention of reducing the compensation specified in this Agreement because of budgetary limitations, but cannot and does not guarantee any level of employment in the bargaining unit covered by this Agreement, and makes no guarantee as to passage of such budget requests or voter approval thereof. In the event the City finds it is unable to fund the economic provisions of this Agreement, then, at the request of either party to this Agreement, economic provisions of this Agreement will be reopened for negotiations.

## **ARTICLE 26 – SAVINGS CLAUSE**

Should any provision of this Agreement be found by a court of competent jurisdiction to be in violation of any federal, state or City law, the remainder of the provisions of this Agreement shall be considered as severable and remain in full force and effect for the duration of this Agreement.

## **ARTICLE 27 – CONCLUSION OF COLLECTIVE NEGOTIATIONS**

**Section 1. Completion of Bargaining.**

The parties acknowledge that during collective bargaining negotiations, each party has an unlimited right and opportunity to make demands with respect to all matters appropriate for bargaining and have fully settled them for the term of this Agreement.

**Section 2. Mid-Contract Changes.**

The Agreement may be amended, altered or added to by written agreement of both parties.

**Section 3. Successorship: Scope.**

This Agreement shall be binding upon the successors and assigns of the parties hereto, and no provision, term or obligation herein contained shall be affected, modified, altered or changed in any respect whatsoever by the change of any kind of ownership, management or governmental entity of either party hereto. All terms and conditions of employment not covered by this Agreement shall

continue to be maintained as the status quo subject to the Police Department's direction and control and/or bargaining as required by the PECBA.

**Section 4. Gender Neutral.**

All reference to employees in this Agreement refers to both sexes and wherever the male gender is used, it shall be construed to include male and female employees.

**ARTICLE 28 – TERM OF AGREEMENT**

**Section 1. Term.**

This Agreement shall become effective upon execution or July 1, 2015, the later, and shall remain in effect through December 31, 2017. It shall be automatically renewed from year to year, thereafter, unless either party shall notify the other in writing not later than July 1 of the expiring year that it desires to bargain a successor agreement. This Agreement shall remain in full force and effect during the period of any negotiations for a successor Agreement.

**Section 2. Amendments.**

This Agreement may be amended at any time by mutual agreement of the Union and City. Such amendments shall be in writing and signed by both parties.

**Section 3. Memorandums**

The parties acknowledge the following memorandums:

- MOU dated 11-30-2010: Overtime
- MOU dated 05-28-2015: Amason Benefit Levels

EXECUTED by the parties on the dates indicated below:

**ONTARIO POLICE ASSOCIATION**



Victor Grimaldo, President

Date: 7-14-15



Jon Esplin, Vice President

Date: 7-14-15

**CITY OF ONTARIO**

\_\_\_\_\_  
Ronald Verini, Mayor

Date \_\_\_\_\_

ATTEST:

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

Date: \_\_\_\_\_

## Appendix A

### Ontario Police Association Wage Schedule

		<b>&lt;1 Year</b> (<13 mos.)	<b>1-1½ Years</b> (13-30 mos.)	<b>2½-4 Years</b> (31-48 mos.)	<b>4-8 Years</b> (49-96 mos.)	<b>8-12 Years</b> (97-144 mos.)	<b>&gt;12 Years</b> (>144 mos.)
<b>July 1, 2015 (3.0% increase)</b>							
Police Officer	monthly	\$3,992.81	\$4,175.41	\$4,359.52	\$4,529.70	\$4,687.50	\$4,851.49
	hourly	\$23.0354	\$24.0889	\$25.1511	\$26.1329	\$27.0433	\$27.9893
Ordinance Control Officer	monthly	\$3,204.33	\$3,371.09	\$3,536.33	\$3,724.12	\$3,854.81	\$3,990.00
	hourly	\$18.4865	\$19.4486	\$20.4019	\$21.4853	\$22.2392	\$23.0193
Police Support Specialist	monthly	\$2,722.58	\$2,845.77	\$2,974.31	\$3,107.18	\$3,247.46	\$3,393.85
	hourly	\$15.71	\$16.42	\$17.16	\$17.93	\$18.74	\$19.58
<b>Part-time Positions:</b>							
Assistant Ordinance Control Officer	hourly	\$14.95	\$15.69	\$16.47	\$17.29	\$18.16	\$19.07
Evidence Technician (.5 FTE)	monthly	\$1,554.98	\$1,624.47	\$1,696.36	\$1,772.19	\$1,851.39	\$1,934.14
	hourly	\$17.94	\$18.75	\$19.57	\$20.45	\$21.36	\$22.32
Police Support Specialist (.75 FTE)	monthly	\$2,041.98	\$2,134.37	\$2,230.77	\$2,331.20	\$2,435.64	\$2,545.44
	hourly	\$15.71	\$16.42	\$17.16	\$17.93	\$18.74	\$19.58

## Appendix A

### Ontario Police Association Wage Schedule

		<b>&lt;1 Year</b> (<13 mos.)	<b>1-1½ Years</b> (13-30 mos.)	<b>2½-4 Years</b> (31-48 mos.)	<b>4-8 Years</b> (49-96 mos.)	<b>8-12 Years</b> (97-144 mos.)	<b>&gt;12 Years</b> (>144 mos.)
<b>July 1, 2016 (2% increase)</b>							
Police Officer	monthly	\$4,072.66	\$4,258.92	\$4,446.71	\$4,620.30	\$4,781.25	\$4,948.52
	hourly	\$23.50	\$24.57	\$25.65	\$26.66	\$27.58	\$28.55
Ordinance Control Officer	monthly	\$3,268.42	\$3,438.51	\$3,607.06	\$3,798.60	\$3,931.90	\$4,069.80
	hourly	\$18.86	\$19.84	\$20.81	\$21.91	\$22.68	\$23.48
Police Support Specialist	monthly	\$2,777.03	\$2,902.68	\$3,033.80	\$3,169.32	\$3,312.41	\$3,461.73
	hourly	\$16.02	\$16.75	\$17.50	\$18.29	\$19.11	\$19.97
<b><u>Part-time Positions:</u></b>							
Assistant Ordinance Control Officer	hourly	\$15.24	\$16.00	\$16.80	\$17.64	\$18.52	\$19.45
Evidence Technician (.5 FTE)	monthly	\$1,586.08	\$1,656.96	\$1,730.29	\$1,807.63	\$1,888.42	\$1,972.83
	hourly	\$18.30	\$19.12	\$19.97	\$20.86	\$21.79	\$22.77
Police Support Specialist (.75 FTE)	monthly	\$2,082.81	\$2,177.05	\$2,275.39	\$2,377.82	\$2,484.35	\$2,596.35
	hourly	\$16.02	\$16.75	\$17.50	\$18.29	\$19.11	\$19.97

## Appendix A

### Ontario Police Association Wage Schedule

		<1 Year (<13 mos.)	1-1½ Years (13-30 mos.)	2½-4 Years (31-48 mos.)	4-8 Years (49-96 mos.)	8-12 Years (97-144 mos.)	>12 Years (>144 mos.)
<b>January 1, 2017 (2% increase)</b>							
Police Officer	monthly	\$4,154.11	\$4,344.10	\$4,535.64	\$4,712.70	\$4,876.87	\$5,047.49
	hourly	\$23.97	\$25.06	\$26.17	\$27.19	\$28.14	\$29.12
Ordinance Control Officer	monthly	\$3,333.78	\$3,507.28	\$3,679.20	\$3,874.57	\$4,010.54	\$4,151.20
	hourly	\$19.23	\$20.23	\$21.23	\$22.35	\$23.14	\$23.95
Police Support Specialist	monthly	\$2,832.57	\$2,960.74	\$3,094.47	\$3,232.71	\$3,378.65	\$3,530.96
	hourly	\$16.34	\$17.08	\$17.85	\$18.66	\$19.49	\$20.37
<b>Part-time Positions:</b>							
Assistant Ordinance Control Officer	hourly	\$15.55	\$16.32	\$17.14	\$17.99	\$18.89	\$19.84
Evidence Technician (.5 FTE)	monthly	\$1,617.80	\$1,690.10	\$1,764.89	\$1,843.78	\$1,926.19	\$2,012.28
	hourly	\$18.67	\$19.50	\$20.37	\$21.28	\$22.23	\$23.22
Police Support Specialist (.75 FTE)	monthly	\$2,124.47	\$2,220.59	\$2,320.90	\$2,425.38	\$2,534.04	\$2,648.27
	hourly	\$16.34	\$17.08	\$17.85	\$18.66	\$19.49	\$20.37

## Appendix A

### Ontario Police Association Wage Schedule

		<b>&lt;1 Year</b> (<13 mos.)	<b>1-1½ Years</b> (13-30 mos.)	<b>2½-4 Years</b> (31-48 mos.)	<b>4-8 Years</b> (49-96 mos.)	<b>8-12 Years</b> (97-144 mos.)	<b>&gt;12 Years</b> (>144 mos.)
<b>July 1, 2017 (2.5% increase)</b>							
Police Officer	monthly	\$4,257.97	\$4,452.70	\$4,649.03	\$4,830.52	\$4,998.80	\$5,173.67
	hourly	\$24.57	\$25.69	\$26.82	\$27.87	\$28.84	\$29.85
Ordinance Control Officer	monthly	\$3,417.13	\$3,594.96	\$3,771.18	\$3,971.44	\$4,110.80	\$4,254.98
	hourly	\$19.71	\$20.74	\$21.76	\$22.91	\$23.72	\$24.55
Police Support Specialist	monthly	\$2,903.38	\$3,034.75	\$3,171.83	\$3,313.53	\$3,463.12	\$3,619.24
	hourly	\$16.75	\$17.51	\$18.30	\$19.12	\$19.98	\$20.88
<b>Part-time Positions:</b>							
Assistant Ordinance Control Officer	hourly	\$15.94	\$16.73	\$17.56	\$18.44	\$19.36	\$20.33
Evidence Technician (.5 FTE)	monthly	\$1,658.25	\$1,732.36	\$1,809.01	\$1,889.88	\$1,974.35	\$2,062.59
	hourly	\$19.14	\$19.99	\$20.87	\$21.81	\$22.78	\$23.80
Police Support Specialist (.75 FTE)	monthly	\$2,177.58	\$2,276.11	\$2,378.92	\$2,486.01	\$2,597.39	\$2,714.48
	hourly	\$16.75	\$17.51	\$18.30	\$19.12	\$19.98	\$20.88

## Appendix A

### Ontario Police Association Wage Schedule

		<1 Year (<13 mos.)	1-1½ Years (13-30 mos.)	2½-4 Years (31-48 mos.)	4-8 Years (49-96 mos.)	8-12 Years (97-144 mos.)	>12 Years (>144 mos.)
<b>December 31, 2017 (0.5% increase)</b>							
Police Officer	monthly	\$4,279.26	\$4,474.97	\$4,672.28	\$4,854.67	\$5,023.79	\$5,199.54
	hourly	\$24.69	\$25.82	\$26.96	\$28.01	\$28.98	\$30.00
Ordinance Control Officer	monthly	\$3,434.22	\$3,612.94	\$3,790.03	\$3,991.30	\$4,131.36	\$4,276.25
	hourly	\$19.81	\$20.84	\$21.87	\$23.03	\$23.83	\$24.67
Police Support Specialist	monthly	\$2,917.90	\$3,049.93	\$3,187.69	\$3,330.10	\$3,480.44	\$3,637.33
	hourly	\$16.83	\$17.60	\$18.39	\$19.22	\$20.08	\$20.99
<b><u>Part-time Positions:</u></b>							
Assistant Ordinance Control Officer	hourly	\$16.02	\$16.81	\$17.65	\$18.53	\$19.46	\$20.43
Evidence Technician (.5 FTE)	monthly	\$1,666.54	\$1,741.02	\$1,818.06	\$1,899.33	\$1,984.22	\$2,072.90
	hourly	\$19.23	\$20.09	\$20.98	\$21.92	\$22.90	\$23.92
Police Support Specialist (.75 FTE)	monthly	\$2,188.47	\$2,287.49	\$2,390.81	\$2,498.44	\$2,610.38	\$2,728.05
	hourly	\$16.83	\$17.60	\$18.39	\$19.22	\$20.08	\$20.99

# APPENDIX B

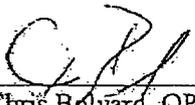
## Memorandum of Understanding: Article 12 Overtime

The intent of Article 12 Section 8 is to ensure that overtime opportunities are offered in a fair and consistent manner. The Association understands the difficulty and effort involved to locate employees to cover shifts when absences occur on short notice.

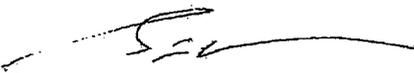
A common solution for many years has been to ask represented employees currently on shift, or scheduled to work around the time of absence, if they would be willing to come in early for shift or stay over late on their shift.

For illustration purposes, two officers are scheduled 9 PM to 7 AM and one officer is scheduled 5 PM to 3 AM. There are two officers working 7 AM to 5 PM. One of the graveyard officers calls in sick. The sergeant asks the swing officer if he can hold over two hours until 5 AM, and asks the day shift officers (beginning with the senior member) if they can come in early at 5 AM and work until 5 PM. Both the swing officer and day shift officer would receive 2 hours overtime.

The Association and City agree that this practice can be continued. If the employees working or scheduled to work are not willing or able to provide coverage, the overtime opportunity shall be offered to all employees as described in Section 8.

  
Chris Bolyard, OPA President

Date

  
Sergeant Steve Mallea, City of Ontario

Date

11-30-10

COPY

# CIS Benefits Program

Summary of Copay Plan Options  
Effective January 1, 2015



cis benefits  
www.cisbenefits.org

These medical plans are insured by CIS, but administered by Regence BlueCross BlueShield BCBS) of Oregon. This means that CIS, not Regence BCBS, pays for your covered medical services and supplies.

Deductible				
Copay Plans	Copay A	Copay B	Copay C	Copay D
Individual deductible per calendar year	\$250	\$500	\$1,000	\$1,500
Maximum family deductible per calendar year	\$750	\$1,500	\$3,000	\$4,500
Maximum Co-insurance (does not include deductible or prescription copays)				
Category 1 - Preferred Provider		\$2,000 per person/\$4,000 per family		
Category 2 & 3 - Participating & Non-Preferred		\$4,000 per person/\$8,000 per family		
Benefit Features	Provider Benefit Category 1		Provider Benefit Category 2 & 3	
<b>Preventive Care Services</b>				
Routine well-baby care, physical examinations, health screenings, and immunizations		100% for Category 1 & 2 ( <i>deductible waived</i> ) 60% for Category 3 ( <i>after deductible</i> )		
<b>Professional Services</b>				
<b>After Deductible - Plan Pays</b>				
Office visits for illness or injury, mental/behavioral health or substance use disorder ( <i>primary care, specialist, naturopath or urgent/immediate care center</i> )		100% after \$20 copay Deductible Waived		60%
Laboratory, radiology, and diagnostic procedures		\$400 up front allowance; then 80% after the deductible		60%
Maternity care		80%		60%
Therapeutic injections including allergy shots		80%		60%
Chiropractic and Acupuncture care		Available as a rider ( <i>see back</i> )		
<b>Hospital/Facility Services</b>				
<b>After Deductible - Plan Pays</b>				
Inpatient, outpatient, and ambulatory services		80%		60%
Emergency room care ( <i>including professional charges</i> )		80% after \$100 copay ( <i>copay waived if admitted</i> )		
Inpatient/outpatient surgery and surgeon fees		80%		60%
Inpatient mental/behavioral health & substance use disorder		80%		60%
Skilled Nursing Facility – 120 inpatient days/year		80%		60%
<b>Other Services</b>				
<b>After Deductible - Plan Pays</b>				
Ambulance		80%		
Inpatient/outpatient rehabilitation – 77 outpatient visits/year		80%		60%
Habilitation services- <i>neurodevelopmental limited to children through age 17</i>		80%		60%
Home health care - 180 visits/year		80%		60%
Hospice – 14 respite days/lifetime		100%		
Durable medical equipment and supplies		80%		60%
Prescription Medication Benefit	At the Pharmacy (34 day supply) Member Pays		Mail Order Program (90 day supply) Member Pays	
Individual deductible per calendar year	No deductible			
Out-of-pocket maximum each calendar year	Copay A & B - \$2,500 per person/\$7,500 per family Copay C – \$2,500 per person/\$6,200 per family Copay D - \$2,500 per person/\$4,700 per family			
Generic drugs	\$5 copay		\$10 copay	
Preferred brand drugs	\$25 copay		\$50 copay	
Non-Preferred brand drugs	\$50 copay		\$100 copay	

This is a summary only. Any errors or omissions are unintentional. Once enrolled, employees can view their Plan Booklets online at regence.com.

04/14/2015

# CIS Benefits Program

Summary of **Dental Plan Options**  
Effective January 1, 2015



cis benefits  
www.cisbenefits.org

<b>Oregon Dental Services (ODS) –</b>				
<i>These plans are insured by CIS but administered by ODS. This means CIS, not ODS, pays for your covered dental services and supplies.</i>				
<b>Benefit Features</b>	<b>Plan II</b>	<b>Plan III</b>	<b>Plan IV<sup>3</sup></b>	<b>Plan V</b>
<b>Maximum Benefit per calendar year</b>	\$1,500	\$1,500	\$1,500	\$2,000
<b>Deductible per calendar year</b>	None	None	\$25 per person (max 3 per family)	\$25 per person (max 3 per family)
<b>Class I - Preventive and Diagnostic Services</b>	70%/80%/90%/100% <sup>1</sup>	70%/80%/90%/100% <sup>1</sup>	80%	100%, no deductible
<b>Class II - Restorative, Endodontic and Periodontic</b>	70%/80%/90%/100% <sup>1</sup>	70%/80%/90%/100% <sup>1</sup>	80%	80%
<b>Class III<sup>2</sup> – Crowns, Implants and Bridges</b>	50%	70%/80%/90%/100% <sup>1</sup>	50%	50%
<b>Orthodontic Rider – can be added to any ODS dental plan</b>				
<b>Orthodontia Adult/Child Benefit</b>	50% up to a lifetime maximum of \$1,000			
<sup>1</sup> Benefits increase 10% each calendar year for each covered person, individually, if a dentist is seen at least annually for covered services <sup>2</sup> There is a 12 month waiting period for Late Enrollees. A Late Enrollee is anyone not enrolled when initially eligible. Does not apply when employee moves to a new CIS dental plan/carrier during open enrollment. <sup>3</sup> Plan IV terminates 12/31/2015.				

<b>Willamette Dental – underwritten by Willamette Dental Service</b>	
<b>Maximum Benefit per calendar year</b>	<b>No annual maximum</b>
<b>Deductible per calendar year</b>	<b>None</b>
<b>General Office Visit/Specialty Office Visit</b>	\$10 copay per General Office Visit/\$30 copay per Specialty Visit
<b>Preventive and Diagnostic Services</b>	No additional charge
<b>Restorative, Endodontics and Periodontics</b>	No additional charge
<b>Prosthodontics (complete upper or lower denture/bridge)</b>	No additional charge
<b>Surgical Extractions (per tooth)</b>	\$50
<b>Orthodontia Adult/Child Benefit</b>	Pre-Orthodontic services \$150 copay <sup>1</sup> Orthodontic treatment \$1,500 copay
<sup>1</sup> Fee credited toward orthodontic treatment copay if patient accepts treatment plan.	

<b>Kaiser Dental – underwritten by Kaiser Permanente</b>	
<b>Maximum Benefit per calendar year</b>	<b>No annual maximum</b>
<b>Deductible per calendar year</b>	<b>None</b>
<b>Dental Office Visit Charge</b>	\$10 copay for all visits
<b>Preventive and Diagnostic Services</b>	No additional charge
<b>Restorative, Periodontic, Endodontics, Simple Extractions and Oral Surgery</b>	No additional charge
<b>Major Restorative Services - includes crowns, inlays, bridge abutments and pontics</b>	\$45 for each
<b>Removable Prosthetics – includes full and partial dentures, relines, and rebasis</b>	\$95 for each partial denture, \$65 for each full prosthetic, \$25 for Relines and Rebases
<b>Orthodontic Rider – can be added to Kaiser dental plan</b>	
<b>Orthodontic Adult/Child Benefit</b>	50% up to a lifetime maximum of \$1,000

**Disclosure: This is a summary only. Any errors or omissions are unintentional. Once enrolled, employees can view their Plan Booklet online at the claims administrator's carrier website.**

Other services provided by Regence BlueCross BlueShield	Preferred Provider Benefit Category 1 Plan Pays	Non-Preferred Provider Benefit Category 2 & 3 Plan Pays
Weight Management and Obesity Treatment – <b>Turning Point Program</b> - <i>Weight management and obesity treatment, includes health coaching, integrated care coordination, up to four (4) nutritional counseling visits.</i> - <i>Bariatric surgery may be covered to treat morbid obesity – participant must meet participation requirements</i>	100% (deductible waived)  \$1,000 copay then 80% after deductible	100% (deductible waived)  \$1,000 copay then 60% after deductible
Case and Disease Management	Provided by Regence BCBS as part of the medical plan	
Special Beginnings Program	Provided by Regence BCBS as part of the medical plan	
Regence Health Coach – weight management and nutrition, tobacco cessation, exercise and fitness, stress management and improved sleep.	Provided by Regence BCBS as part of the medical plan	
BlueCard Program (Out of Area Services) – access hospital and physicians when outside the four-state area Regence services (Oregon, Idaho, Utah and Washington) as well as receive care in 200 countries around the world.	Provided by Regence BCBS as part of the medical plan	

### Additional Plan Riders

The following benefits can be added to all Copay Plans for an additional cost. These riders are selected on a group level, not the individual employee level.

#### Hearing Exam and Hearing Aid Rider

Hearing Examination	One every calendar year. Covered at 80% using a Category 1 provider, 60% using a Category 2 or 3 provider; not subject to the deductible.
Hearing Aids Benefit	Paid 100% up to a maximum of \$3,000 every 48 months. The \$3,000 is an accumulative amount over the 48 months and not a one-time benefit. <i>(State mandated coverage applies to children 18 yrs or younger or children 19 to 25 enrolled in an accredited education institution).</i>

#### Alternative Care Rider

Chiropractic and Acupuncture	No deductible, any provider - \$20 Copay – Maximum allowance of \$1000 per member per calendar year.
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#### Vision Service Plan (VSP)

	VSP Provider 12/12/24	VSP Provider 24/24/24	Non-VSP Provider
Benefit Frequency for Exam and Lenses Benefits reset annually on January 1 <sup>st</sup>	<b>Covered every calendar year</b>	<b>Covered every other calendar year<sup>1</sup></b>	<b>Matches VSP plan selected</b>
Eye Exam	Covered at 100%	Covered at 100%	Up to \$71
Single Lenses	Covered at 100%	Covered at 100%	Up to \$51
Bifocal Lenses	Covered at 100%	Covered at 100%	Up to \$77
Trifocal Lenses	Covered at 100%	Covered at 100%	Up to \$100
Lenticular Lenses	Covered at 100%	Covered at 100%	Up to \$125
Contacts	\$166 allowance for contacts lenses and exam, fitting and evaluation (in lieu of lenses); subject to same benefit frequency as lenses.		Up to \$166
Frames	\$120 allowance <b>every other year</b> ; 20% off the amount over allowance		100% up to \$66
Safety Glasses Rider	<b>Can be added to both vision plans for an additional cost</b>		

<sup>1</sup> Children 18 and under are eligible for annual exams and lenses replacement.

This is a summary only. Any errors or omissions are unintentional. Once enrolled, employees can view their Plan Booklets online at [myregence.com](http://myregence.com).

Copay Plan Options

**Memorandum of Understanding**

**City of Ontario  
&  
Ontario Police Association**

Liz Amason

This agreement is entered into between the City of Ontario, hereinafter "City," and the Ontario Police Association, hereinafter "Association," a non-profit labor organization.

The City and Association are parties to a collective bargaining agreement.

The City and Association acknowledge that Liz Amason accepted the position of Police Support Specialist stemming from the transition of dispatchers moving to work for Malheur County. As a result of a prior Memorandum of Understanding dated June 30, 2015 regarding dispatchers, the wages and benefits for Amason as a Police Support Specialist was established. The parties agree to the following conditions to clarify benefit levels for Amason.

**IT IS AGREED:**

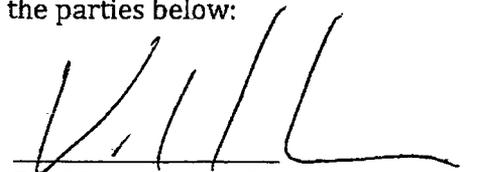
1. For the purpose of benefits, Amason will be considered "fully benefited" and receive benefits as if a full time employee, even though Amason is a 0.75 FTE.
2. The benefit values provided in this MOU do not apply to any other employee who may take the Police Support Specialist position and do not set precedent.
3. This MOU is valid throughout the duration of Amason's continuous employment as a part time Police Support Specialist within the bargaining unit.

The agreement is effective upon execution by all the parties below:



By: Tori Barnett  
Interim City Manager

05-28-2015



By: Victor Grimaldo  
President, OPA

5-28-1

**City of Ontario  
Travel Policy  
Revised proposal to OPA: 7-9-15**

**1.10 Travel and Expense**

The purpose of this policy is to establish the guidelines for officials and employees of the City of Ontario while traveling on "Official Business." This policy is applicable to all City officers and personnel.

The primary responsibility for the authentication of the travel and all expenses incurred on individual expense accounts rests with Department Heads and the City Manager.

**1. Definitions**

For the purpose of this policy, the following definitions shall apply:

Approved City credit cards shall be those cards issued and approved through the City Manager as valid for the purpose of billing the City.

Travel authorization and reimbursement forms are those approved by the City Manager, and Finance Department. .

Residence shall be the place in which the individual has an abode or dwelling place.

**2. Reimbursable Travel Expenses**

Reimbursable travel expenses are limited to those expenses authorized and essential to the transaction of official business of the City. Expenses incurred for the sole benefit of the City employee or official, such as any type of insurance, travel loan finance charges, personal credit card fees or dues, alcoholic beverages, extra meals, that portion of meal totals in excess of the per diem allowance, tips in excess of the 20% City established maximum, magazines and other like charges are prohibited from being paid for using a City credit card and shall not be reimbursed as travel expenses.

Expenses for laundry service and dry cleaning shall not be considered a business expense. Incidental accounts not directly concerned with travel (such as postage, small emergency supplies, etc.) may be allowed when necessary to the performance of official business while traveling. These necessary incidental expenses shall be itemized on the Travel Voucher with receipts attached.

Reimbursements for items other than per diem paid for meals and incidentals will **not** be made without a valid receipt.

### **3. Reimbursement When Leaving and Returning The Same Day**

Officials and employees will be allowed travel expenses when required to travel away from their official domicile on City business and returning the same day under the following situation. When early departure or late arrival of approved travel was required to conduct City business, then the City will reimburse for meals and mileage for official use of a private motor vehicle. The time of departure and return must be indicated on the Travel Reimbursement Form. Reimbursements will be calculated using established per diem rates.

### **4. Items Invoiced to the City**

Items which are properly purchased and invoiced directly to the City of Ontario will not be included on an expense account and are not reimbursable under this policy.

### **5. Prudent Person Rule**

Employees and officials are expected to exercise the same care in incurring expenses, as a prudent person would exercise if traveling on personal business.

### **6. Alcoholic Beverages**

Officers and employees **shall not** incur expenses for the purchase of alcoholic beverages for reimbursement as a travel expense or payment directly by the City through use of a City credit card or any other means of purchasing.

### **7. Meals**

If a credit card is unavailable, reimbursement for meals will be on a per diem basis according to the Federal Per Diem Rates at [www.gsa.gov](http://www.gsa.gov). If meals are included in the conference fee they are **excluded** from reimbursement. Any expenses in excess of the daily amount established by the Federal Per Diem Rate based upon the location of travel must be approved by the Department Head and the City Manager. In cases where the employee exceeds the per diem amount with a City credit card, the employee will be issued a warning and notified of the amount of reimbursement required and they will be required to issue a check for the amount payable to Visa.

Meals that are part of an approved seminar, training session, or organization meeting held in the area will be reimbursed for the actual amount with receipts required. The reimbursement of meals will be at actual cost when receipts accompany the Expense Reimbursement Requests/Verification Form.

Note: Employees may either seek a per diem in advance to incurring costs or may seek reimbursement upon receipt and voucher subject to the conditions of this policy.

## **8. Airfare, Bus, Rail Transportation, Private or City-Owned Vehicles & Rentals**

Travel may be accomplished by plane, train, bus, private or City-owned vehicles, rented car, or taxi, whichever method serves the requirements of the City most economically and advantageously. When an airport is within seventy (70) miles of the employee's official domicile or residence, and transportation to and from the airport is provided by a family member or friend, the employee may be reimbursed for automobile mileage for up to two (2) round trips. The routing of each trip for mileage computation shall be by the most common traveled route unless unusual circumstances warrant other less direct routes. Individuals on City business shall use competitive pricing for airfare, bus or rail transportation, and rentals.

Air travel should be paid directly by the City and not charged on a personal credit card. This practice should be followed to avoid financial gain by the employee through use of their position relative to frequent flier miles or other incentives offered by an employee's personal credit card.

## **9. Automobile Rental**

Rental cars can only be used when taxis, buses or limousine services are impractical or for emergency transportation. The reason for using rental cars should accompany expense forms. Receipt is required. The City can make reservations and some discounts are available. The reservations should be awarded to the lowest priced rental company after having received pricing from three travel agencies and/or rental companies. In the event of an emergency, the requirement for three separate quotes may be waived.

## **10. Privately-Owned Automobile Mileage Reimbursement**

For travel in privately owned automobiles, mileage allowance shall be at a rate equal to the IRS standard expense allowance for mileage reimbursement.

Mileage figures listed on the Travel Voucher should be rounded to the nearest whole mile. Other expenses such as toll charges for bridge and turnpike use and parking charges will be allowed. When more than one (1) person travels in the same automobile, only the owner of the vehicle shall be allowed mileage. Mileage reports must include information for when, where and what type City business was discussed.

**Under no circumstances will an employee be allowed to purchase gasoline using the City's tax-exempt fuel account and place it in a private vehicle. This activity is considered a misuse of public funds.**

## **11. Travel in City-Owned Automobiles**

Expenses for gasoline, oil, storage, washing, greasing and other necessary services will be allowable as long as proper receipts are attached to the expense form and City purchasing cards are used. In the event an employee is required to incur an expense for authorized travel in a City-owned vehicle, the City shall reimburse that employee for 100% of the costs shown on the receipts submitted for reimbursement upon authorization by the respective Department Head.

No official or employee shall be allowed hotel expenses while in the City of his/her official domicile.

## **12. Travel Voucher Form**

The Travel Voucher Form is used for travel pre-approval and in situations where an official or employee wants a travels for city business. If a reimbursement of expenses is requested, the official will submit the Travel Voucher and attach copies of all receipts for the period of travel within seven (7) days. If expenses are paid using a city credit card, a travel voucher form along with the receipts should be included with the credit card statement.

## **13. Travel Advancement**

*The City will pay in advance the following costs:*

Please note: A travel packet including the Travel Voucher form, the meeting/conference program/itinerary, and a purchase order for the advanced costs listed below must be submitted to the Accounts Payable Department no later than 14 days prior to the event.

a. **Conference/Training Registration fees.** Such payment will be made by city credit card or mailed directly to the organization, in order to take advantage of early registration discounts. This will be done through a purchase order attached to the Travel Voucher Form. A copy of the registration form describing the specific event must be attached to the purchase order.

b. **Airfare.** Airfare is normally reserved on-line through the internet and paid with a City credit card after travel approval has been received.

c. **Lodging.** Officials and employees are to stay in moderately priced (see item 5) establishments. Lodging reservations can be held with the use of a City Credit Card. (See City Credit Card Policy). Upon receipt of an approved travel voucher form and supporting documents, a pre-authorization for a city credit card from the motel would be completed ahead of time. This pre-authorization form would allow use of a city credit card and the city official or employee would need to adhere to the City Credit

Card Policy (See section 1.13). The lodging receipt is required to be kept and will be turned in with the travel voucher.

d. **Meal allowance.** An advance for the M&IE Allowance, which includes both meals and incidental expenses, will be permitted for meals not provided by the conference or training as indicated in section 2 above. Only per diem rates as prescribed by the Federal Government for official travel will be provided for M&IE Allowance. Per diem rates by location are found at [www.gsa.gov](http://www.gsa.gov).

#### **14 Reimbursement for Non-Employee Expenses**

City employees and officials may be reimbursed for travel expenses incurred for other employees or non-employees provided the specific business reason necessary for doing so is indicated along with the names of those involved. This is intended to be used for those common types of travel situations where it is normal and practical for one (1) individual to pay for an expense rather than be divided among all individuals. Examples may be a restaurant bill or hotel charge for which a room was shared.

Reimbursement for spouse expenses at an official business function requires a written justification pre-approved by the City Manager. This reimbursement is limited to elected officials and department directors or those designated to represent them and must be for legitimate business reason where attendance of the spouse is required to represent the City. City employees and officials may be reimbursed for expenses incurred by their spouses or other members of their families only as provided for concerning transportation to and from the airport, and representing the City at an official business function.

#### **15. Telephone**

Telephone, telegraph, cellular service expenses shall be allowed only when necessary for the transaction of official business. Copies of billing statements must be attached to the Expense Reimbursement Request/Verification Form.

#### **16. Association Officer Expenses**

Occasionally, members of associations are invited to serve in an official capacity in the association. This type of undertaking requires the expenditure of time and money, but often the membership will reflect favorably on the City. The City encourages this practice by reimbursing them for reasonable expenses incurred for travel, lodging, and meals as set forth herein. At the same time, the City employee has the opportunity to gain peer recognition and, thus to enhance his or her development.

#### **17. Out of State Travel**

All out of state travel, with the exception of Idaho, must be approved by the City Manager. All other rules apply.

**18. Unusual Travel Expense**

The City Manager may approve unusual travel expenses not covered by this policy or modify procedures for the payment of travel expenses. The need for reimbursement of unusual travel expenses shall be made in writing to the City Manager with a copy to the Accounts Payable Clerk.

The City will not reimburse for items purchased as souvenirs (i.e. pens, pencils, shirts, ball caps, and mugs).

## AGENDA REPORT - PUBLIC HEARING

July 20, 2015

TO: Mayor and City Council

FROM: Dan K. Cummings, Planning & Economic Development Director

THROUGH: Tori Barnett, Interim City Manager

**SUBJECT: PUBLIC HEARING – ORDINANCE #2703-2015: AN ORDINANCE AMENDING TITLE 10A and 10B (“THE ZONING TITLE”) OF THE ONTARIO CITY CODE TO ADD A DEFINITION FOR UTILITY FACILITY; PERMIT UTILITY FACILITIES AS A CONDITIONAL USE IN THE AD ZONE; INCREASE REAR AND SIDE YARD SETBACKS TO MEET CURRENT FIRE CODES; AND AMEND NOTICE TO THE DEPARTMENT OF LAND CONSERVATION AND DEVELOPMENT**

DATE: July 9, 2015

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### **SUMMARY:**

Attached are the following documents:

- Planning Commission staff report and recommendation.
- Ordinance # 2703-2015

### **BACKGROUND:**

Chapter 10B-15-05 allows the initiation of zoning and development code amendments by the City Council or Planning Commission; Staff has been directed to prepare certain amendments to the Airport District zone, other housekeeping amendments, and amend the notice of time for notifying to the Department of Land Conservation and Development. The City of Ontario substantive zoning regulations and administrative requirements are contained in Titles 10A and 10B of the Ontario City Code and a public hearing was held before the Planning Commission on July 13, 2015 and a favorable recommendation was sent to the Council for approval.

As recommended, the proposed amendments would:

- Amend Chapter 10A-03 to adding a new section 10A-03-222.5 to provide a definition for a utility facility;
- Amend Chapters 10A-45 to designate a utility facility as a conditional use in the AD (Airport) zone districts;
- Amend Chapter 10A-55-25 to increase the rear and side yard setbacks for accessory structures; and
- Amend Chapter 10B-15-05 to change the days of notification to the Department of Land Conservations and Development of pending actions from 45 days to 35 days.

## **FINDINGS OF FACT:**

1. Chapter 10B-15-05 allows the initiation of zoning and development code amendments by the City Council or Planning Commission.
2. Under Oregon law, local governments may regulate the operation and location of certain types of businesses within their jurisdiction except when such action is specifically preempted by state law.
3. The City of Ontario substantive zoning regulations and administrative requirements are contained Titles 10A and 10B of the Ontario City Code.
4. Amendments to Titles 10A and 10B have been initiated by the City Council in accordance with Section 10B-15 of the Ontario City Code.
5. The amendment action was referred to the Ontario Planning Commission for a legally advertised public hearing.
6. After reviewing the staff report and taking public testimony, the Planning Commission voted to recommend to the City Council approval of the proposed amendments.
7. The appropriate legal notice has been provided for this hearing.

## **RECOMMENDATION:**

Both city staff and the Planning Commission recommend approval of Ordinance #2703-2015.

## **PROPOSED MOTION:**

I move that the City Council adopt Ordinance #2703-2015: **AN ORDINANCE AMENDING TITLE 10A and 10B (“THE ZONING TITLE”) OF THE ONTARIO CITY CODE TO ADD A DEFINITION FOR UTILITY FACILITY; PERMIT UTILITY FACILITIES AS A CONDITIONAL USE IN THE AD ZONE; INCREASE REAR AND SIDE YARD SETBACKS TO MEET CURRENT FIRE CODES; AND AMEND NOTICE TO THE DEPARTMENT OF LAND CONSERVATION AND DEVELOPMENT, on First Reading by Title Only.**

**PLANNING COMMISSION AGENDA REPORT**  
**Monday, July 13, 2015**

**I. GENERAL INFORMATION:**

**TO:** Planning Commission

**FROM:** Dan K. Cummings, Planning & Economic Development Director

**THROUGH:** Tori Barnett, Interim City Manager

**SUBJECT:** **ACTION 2015-05-08 ZCA:** A request by the City of Ontario to amend the city zoning and development code, Title 10 Ontario Municipal Code to add a definition for utility facility; identify a utility facility as a conditional use in the Airport District (AD) zone; increase rear and side yard setbacks to meet fire code; and amend the notice to the Department of Land Conservation and Development

**APPLICANT:** City of Ontario

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**II. SUMMARY & BACKGROUND**

Chapter 10B-15-05 allows the initiation of zoning and development code amendments by the City Council or Planning Commission. The proposed amendments have been initiated by the City Council and the amendments would:

- Amend Chapter 10A-03 to adding a new section 10A-03-222.5 to provide a definition for a utility facility.
- Amend Chapters 10A-45 to designate a utility facility as a conditional use in the AD ( Airport) zone districts;
- Amend Chapter 10A-55-25 to increase the rear and side yard setbacks for accessory structures;
- Amend Chapter 10B-15-05 to change the days of notification to the Department of Land Conservations and Development of pending actions, and

**Refer to Exhibit A. the draft ordinance for the text of the specific amendments.**

**III. PREVIOUS PLANNING COMMISSION ACTION**

NONE

**IV. FINDINGS OF FACT**

1. The City of Ontario substantive zoning regulations and administrative requirements are contained Titles 10A and 10B of the Ontario City Code.
2. Amendments to Titles 10A and 10B have been initiated by the City Council in accord with Section 10B-15, Ontario City Code.
3. Amendments are first referred to the Ontario Planning Commission for a public hearing and recommendation to the City Council.
4. The appropriate legal notice has been provided for this hearing.

**Conclusion:**

The city, from time to time, may amend its zoning regulations in response to emerging technologies; business concepts, or changes in state law. The proposed amendments to Titles 10A and 10B of the Ontario City Code are both substantive and “housekeeping” measures, in response to Council direction and identification of problems identified in code administration.

**V. RECOMMENDATION**

Staff recommends that the City of Ontario Planning Commission recommend to the City Council, adoption of the proposed amendments attached as Exhibit A. based on the Findings of Fact.

**VI. SUGGESTED MOTIONS FOR APPROVAL**

A. Planning Commission Action:

- 1) I move that the Planning Commission accept the above Findings of Fact and recommend to the City Council, approval and adoption of the proposed amendments to the Ontario Zoning Ordinance establishing the location and standards for the establishment of medical marijuana dispensaries in the City of Ontario.

**VII. Exhibits**

Exhibit “A” Draft Zoning Amendments

Exhibit A  
Draft Zoning Amendments

**Section 1.** Ontario City Code Section 10A-03-222.5 is hereby added to Chapter 10A-03 (“Definitions”) of Title 10A of the Ontario City Code:

**10A-03-222.5 UTILITY FACILITY**

The use of a site for government or public utility agency infrastructure including but not limited to: a) pumping station for sewer, water or gas; b) electric substation; c.) storm drainage facility outside of the public right of way; d) facilities owned and operated by a public utility as defined by Oregon Revised Statutes; and e.) solar power generating systems.

**Section 2.** The following Chapter 10A-45 is hereby amended by adding that portion that is underlined:

**10A-45-10 CONDITIONAL USES**

The following uses are permitted conditionally in the AD Zone:

1. Golf course, park, or other recreation facilities.
2. Community service facilities owned and operated by a government agency.
3. Other uses where ongoing operations and the use thereof are directly dependent upon or associated with the airport.
4. Warehousing and storage facilities, including mini-warehouses.
5. Eating establishment.
6. Utility facility.

**Section 3** The following Chapter 10A-55-25 is hereby amended by changing that portion that is underlined:

YARD SPACE ENCROACHMENTS, GARGAGES, CARPORTS, STORAGE SHEDS.

| Detached accessory structures shall be set back a minimum of ~~three~~ five feet from the rear or side lot line as measured to the wall line of the structure.

**Section 4** The following Chapter 10B-15-05 is hereby amended by changing that portion that is underlined:

LEGISLATIVE AMENDMENT. INITIATION OF ACTION.

Amendments to Title 10A, 10B, 10C or other titles in the Development Code series, or to the Comprehensive Plan may be initiated by the Council or Commission by motion, or by individuals by application as provided for in this Title. Amendment actions shall first be referred to the Planning Commission for the public hearing and recommendation.

The Department of Land Conservation and Development shall be notified of the pending action at least ~~45~~ 35 days before the final hearing date, unless a shorter time is authorized by Oregon Administrative Regulations for the type of action being taken.

**ORDINANCE NO. 2703-2015**

**AN ORDINANCE AMENDING TITLE 10A and 10B (“THE ZONING TITLE”) OF THE ONTARIO CITY CODE TO ADD A DEFINITION FOR UTILITY FACILITY; PERMIT UTILITY FACILITIES AS A CONDITIONAL USE IN THE AD ZONE; INCREASE REAR AND SIDE YARD SETBACKS TO MEET CURRENT FIRE CODES; AND AMEND NOTICE TO THE DEPARTMENT OF LAND CONSERVATION AND DEVELOPMENT**

- WHEREAS,** Chapter 10B-15-05 allows the initiation of zoning and development code amendments by the City Council or Planning Commission; and
- WHEREAS,** Staff has been directed to prepare certain amendments to the Airport District zone, other housekeeping amendments, amend the Notice of amendments to the Department of Land Conservation and Development in advance of the city action; and
- WHEREAS,** The City of Ontario substantive zoning regulations and administrative requirements are contained Titles 10A and 10B of the Ontario City Code; and
- WHEREAS,** Amendments to Title 10A and 10B have been initiated by the City Council in accord with Section 10B-15, Ontario City Code; and
- WHEREAS,** Amendment actions are first referred to the Ontario Planning Commission for a public hearing and recommendation to the City Council; and
- WHEREAS,** A public hearing was held before the Planning Commission on July 13, 2015, and before the City Council on July 20, 2015 and August 3, 2015; and
- WHEREAS,** The appropriate legal notices were provided to the Oregon Department of Land Conservation and Development and to the public in accordance with Oregon law and the Ontario City Code prior to the public hearings; and
- WHEREAS,** Having duly considered the information provided at the public hearings and the recommendations of the Planning Commission, the City Council finds that it is in the public interest to enact the recommended amendments and additions to Title 10A and 10B (“the Zoning Title”) of the Ontario City Code.

**NOW THEREFORE,** The Common Council For The City Of Ontario Ordains As Follows:

**Section 1.** Ontario City Code Section 10A-03-222.5 is hereby added to Chapter 10A-03 (“Definitions”) of Title 10A of the Ontario City Code:

**10A-03-222.5 UTILITY FACILITY**

The use of a site for government or public utility agency infrastructure including but not limited to: a) pumping station for sewer, water, or gas; b) electric substation; c) storm drainage facility outside of the public right of way; d) facilities owned and operated by a public utility as defined by Oregon Revised Statutes; or e) solar power generating systems.

Section 2. The following Chapter 10A-45 is hereby amended by adding that portion that is underlined:

**10A-45-10 CONDITIONAL USES**

The following uses are permitted conditionally in the AD Zone:

1. Golf course, park, or other recreation facilities.
2. Community service facilities owned and operated by a government agency.
3. Other uses where ongoing operations and the use thereof are directly dependent upon or associated with the airport.
4. Warehousing and storage facilities, including mini-warehouses.
5. Eating establishment.
6. Utility facility.

Section 3. The following Chapter 10A-55-25 is hereby amended by changing that portion that is underlined:

**YARD SPACE ENCROACHMENTS, GARAGES, CARPORTS, STORAGE SHEDS.**

Detached accessory structures shall be set back a minimum of ~~three~~ five feet from the rear or side lot line as measured to the wall line of the structure.

Section 4. The following Chapter 10B-15-05 is hereby amended by changing that portion that is underlined:

**LEGISLATIVE AMENDMENT. INITIATION OF ACTION.**

Amendments to Title 10A, 10B, 10C or other titles in the Development Code series, or to the Comprehensive Plan, may be initiated by the Council or Commission by motion, or by individuals by application as provided for in this Title. Amendment actions shall first be referred to the Planning Commission for the public hearing and recommendation.

The Department of Land Conservation and Development shall be notified of the pending action at least ~~45~~ 35 days before the final hearing date, unless a shorter time is authorized by Oregon Administrative Regulations for the type of action being taken.

Section 5. Severability. The sections, subsections, paragraphs, and clauses of this ordinance are severable. The invalidity of one section, subsection, paragraph, or clause does not affect the validity of the remaining sections, subsections, paragraphs, and clauses.

Section 6. This ordinance shall become effective 30 days after passage.

PASSED AND ADOPTED by the Common Council of the City of Ontario this \_\_\_\_ day of \_\_\_\_\_, 2015, by the following vote:

- AYES:
- NAYS:
- ABSENT:

APPROVED by the Mayor this \_\_\_\_ day of \_\_\_\_\_, 2015.

ATTEST:

\_\_\_\_\_  
Ronald Verini, Mayor

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

# Discussion/Information /Hand-Out Items

City Council Meeting  
July 20, 2015

## INFORMATIONAL REPORT

July 20, 2015

TO: Mayor and City Council

FROM: Anita Zink, Human Resource Manager

THROUGH: Tori Barnett, MMC, Interim City Manager

**SUBJECT: CITY MANAGER RECRUITMENT**

DATE: July 13, 2015

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### **SUMMARY:**

Attached are the following documents:

- Proposals from Waldron and Executive Recruiting Services
- Outline showing cost and process from both agencies

The purpose of this discussion item is to provide the City Council with information on City Manager recruiting agencies, along with the estimated cost for the service. Seven different agencies were researched, and based on the findings of that research, including costs and retention history, the top two firms are presented for Council review.

### **BACKGROUND:**

The city is currently without a City Manager, and the position of Interim City Manager is presently being filled by another city department head. Council directed the Human Resources Manager to research City Manager recruiting firms, and to present findings to the Council, providing the best options for the Council to utilize.

### **RECOMMENDATION:**

Staff makes no recommendation, but merely presents two firms to the Council for review and discussion. Should the Council select a firm, Human Resources would contact the designated firm to begin the recruitment process.



waldron

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**Proposal to Provide  
Executive Search Services for:**



**City of Ontario - City Manager**

Submitted by:

Heather Gantz - Branch Director, Search Lead

[Heather@waldronhr.com](mailto:Heather@waldronhr.com)

Seattle | Portland | San Francisco

LinkedIn | Twitter | [www.waldronhr.com](http://www.waldronhr.com) | 503.620.1266

*We are proud to be a Certified B Corporation™*

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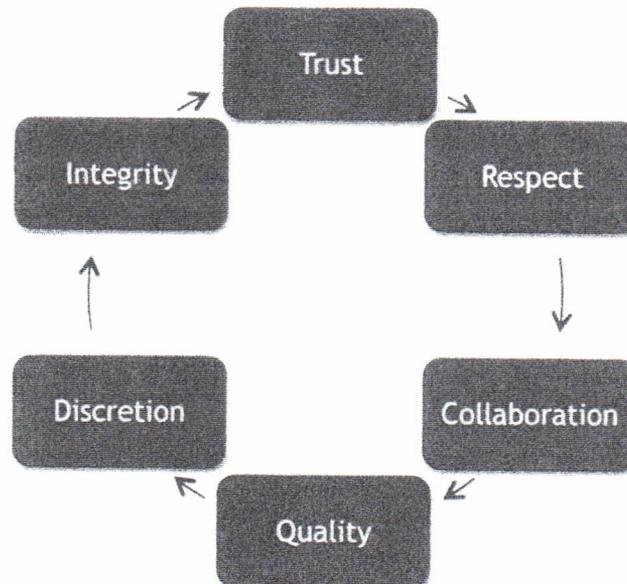
# About Waldron

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Waldron specializes in putting the leadership and established structure in place to advance your mission. We partner with social sector organizations to identify, attract, and integrate effective leaders. Whether we're finding your first CEO or your third, building your entire leadership team or recruiting new board talent, our knowledge of the public and private sector as well as involvement in private and corporate philanthropies, NGOs, nonprofits, and other social enterprises makes us uniquely well suited to help you help others.

Waldron has earned a strong reputation of success in conducting executive searches for key leaders and board members, to help organizations fulfill their missions and mandates. We work closely with founders, governing boards, staff leadership and financial sponsors to understand the context in which our client organizations operate, as well as the culture into which a new leader must integrate. We are known for our subject matter expertise, discretion, judgment, care, sound strategic counsel, and our networks in both the private and social sectors. You can trust us to handle your most sensitive projects where effective and diligent use of sound process is critical.

## OUR VALUES



## EEO/INCLUSION

Since the 1980s, Waldron has been recognized for diversity and inclusion in the candidate pools that we present. Our work requires high levels of cultural competency, as do the roles we help fill. Our commitment to facilitating an open and inclusive search process enables you to uphold your organization's values and policies regarding a diverse and progressive workplace.

## Client References

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Waldron has conducted hundreds of searches in the public sector as well as other industries. Our experience spans segments and industries because our methodology gets results in a variety of settings. All of our search clients have one thing in common - their brand and reputation are on the line. We encourage you to contact other organizations we've worked with as a part of a thorough due-diligence process.

**Michael Brown**

**City Manager, City of Hillsboro**

503-681-6139

[michael.brown@hillsboro-oregon.gov](mailto:michael.brown@hillsboro-oregon.gov)

*Successfully partnered with Michael on three searches - Human Resources Director, Police Chief and Library Director.*

**Bryan Cosgrove**

**City Manager, City of Wilsonville**

503-570-1504

[cosgrove@ci.wilsonville.or.us](mailto:cosgrove@ci.wilsonville.or.us)

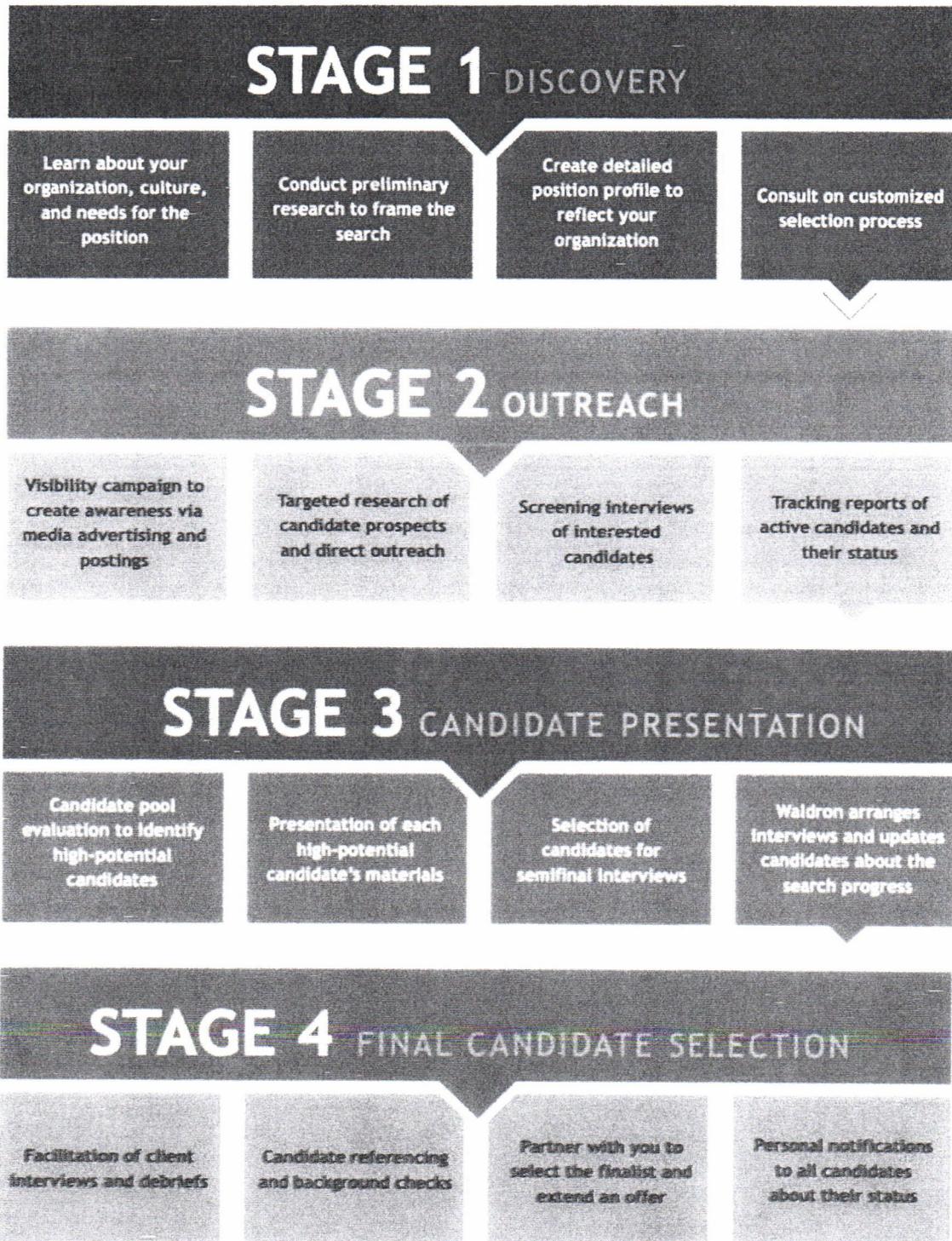
*Initially placed Bryan in his role as City Manager and have partnered successfully on additional searches as he has made changes in his leadership team.*

A more comprehensive list of clients can be found at

<http://www.waldronhr.com/index.php/social-enterprises/clients>

*Please let us know if there are others you are interested in speaking with so that we can provide you with their contact information as well as give them advance notice.*

# Executive Search Process



# Scope of Services

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## **FOUR-STAGE PROCESS:**

Waldron's search model combines best in class practices in search and selection honed over nearly 30 years of experience. The result is creative recruitment strategies with a streamlined approach recognized for discretion, integrity, true collaboration, and an inclusive, open process.

## **STAGE 1 - DISCOVERY**

A distinctive part of our delivery model is our in-depth background discovery work. We interview key stakeholders to ensure that we have a comprehensive understanding of the culture and operating environment, expectations, selection criteria, geographical preferences, key issues and any concerns relating to the position and organization. We will also take the time to review compensation, incentive and benefits plans, and other relevant organization documentation.

### **What you can expect from us:**

- Waldron representatives will meet with the City of Ontario Council to outline the project plan and timeline.
- Waldron will arrange confidential interviews with the Council, City Leadership, selected staff, community leaders and key stakeholders as part of the backgrounding process. Waldron representatives will speak to anyone who will be included in the process to gain input for the position profile. A confidential on-line survey may also be used to gather input from a larger group (staff and/or stakeholders).
- Waldron will review documents related to the position such as strategic plans, marketing/communications collateral, annual reports, budget documents, job description, and goals, among others.
- Waldron will create a comprehensive position profile that addresses the priorities, responsibilities, operational issues, education, training, competencies, and other factors relevant to the position.

## **STAGE 2 - OUTREACH/RECRUITMENT**

This is not a passive process; we engage with potential candidates proactively, frequently, and personally using a variety of methods. Following our background information gathering, we build you a custom database of targeted candidates for the position. Candidate identification involves extensive and hands-on research in addition to leveraging our existing network from previous searches.

## Scope of Services (Continued)

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### What you can expect from us:

- An open dialogue with you to guide and refine our outreach to ensure that we target the right level and type of domain expertise.
- A targeted visibility campaign for position postings.
- A customized recruitment strategy and a target list developed using leading-edge research technology and contemporary social networking techniques.
- Our approach is heavily recruitment driven and our success in bringing the best candidates forward relies on our ability to discretely and directly solicit known, desirable candidates, in-person, by phone, email and social media.
  - Targeted distribution of the position profile to high-potential candidates.
  - Networking, collaboration and direct inquiries to prospects.
- Preliminary phone, video, and in-person interviews with candidates.
- Initial backgrounding on candidates (online media searches, network contacts, etc.).
- Weekly CONFIDENTIAL dashboard progress reports detailing our outreach efforts, titles and employers of applicants, and a list of high-potential candidates. No other firm offers this level of reporting detail and transparency.

### STAGE 3 - PRESENTATION

Extensive recruitment, refinement, screening interviews, peer reviews, and background research brings the best prospects forward for your consideration. Waldron will partner with you in a work session to identify a short list of candidates. ALL candidates discussed at this meeting will have had at least one interview with Waldron.

### What you can expect from us:

- Waldron conducts initial interviews with high-potential candidates and performs competency evaluations.
- Candidate materials are compiled and delivered.
- Waldron representatives facilitate a discussion with you concerning the relative merits of each high-potential candidate.
- Waldron provides an assessment of each candidate's key strengths and potential weaknesses.
- Semi-finalists are identified and interviews scheduled (if needed).
- All candidates are notified about their continuing status on a timely basis.

## Scope of Services (Continued)

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### STAGE 4 - FINAL SELECTION

Waldron will work with the City of Ontario's Council to select the top group of candidates as finalists.

#### What you can expect from us:

- Waldron representatives deliver feedback from semi-final interviews and facilitate selection of finalist candidates.
- Working with you, an appropriate interview process is designed.
- Waldron representatives notify candidates about their continuing status. All notifications of unsuccessful candidates are made.
- Waldron representatives make logistical arrangements, including scheduling final interviews. Waldron will also arrange for and facilitate any desired follow up such as on-site visits or special additional meetings to close the process.
- Candidate materials are compiled and distributed to all interviewers and panelists.
- Waldron representatives facilitate the final interview process, and orchestrate debriefing sessions.
- In depth reference checks are conducted with individuals who are or have been in a position to evaluate each candidates' performance and behaviors in past professional roles.
- Waldron will facilitate background checks from a third party.
- Facilitation of the offer and negotiation process with selected candidates.
- If presented candidates do not meet the agreed specifications, Waldron will continue recruiting at no extra charge until a qualified candidate is engaged.

# Project Cost

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**Professional Services Fee:** In support of the City of Ontario, our fee for the City Manager Search would be 30% of the hiring salary.

**Expenses:** Expenses are the responsibility of the client. Waldron will, when possible, pre-approve expenditures over \$1,500 with you, and maintain accurate records at all times.

Expense items include, but are not limited to:

- Advertising/Posting the Position
- Candidate and Consultant Travel
- Copying, Printing, and Delivery

**Invoicing:** Professional fees are invoiced in three equal installments during the course of the search. The initial installment is invoiced at the time Waldron is engaged. The second installment is invoiced following the semi-final work session. The final installment is invoiced at the conclusion of the search. Expenses may be billed monthly. A two percent (2%) charge will be added to all pass-through expenses. All invoices are due upon receipt by the client.

**Early Termination:** You have the right to cancel the search at any time, with 15 days notice to allow for an orderly disengagement. Your only obligation to Waldron would be the fees incurred pro-rata and expenses actually incurred through the search termination date. The fee is pro rated over a 90-day schedule for these purposes. Cancellation must be in writing, via email is acceptable.

**Guarantee:** Waldron guarantees placement of a qualified candidate. Waldron will provide a 6-month search guarantee of the selected individual. If the selected individual leaves the position for any reason other than death, physical or mental incapacity or separation initiated by the client without cause, we will conduct a replacement search on a cost-sharing basis. In addition to covering the expenses related to the new search, the client would pay 1/3 of the original search fee again for Waldron to identify a replacement. Within the guarantee period, Waldron must be notified in writing of a separation within 30 days of its occurrence.

## Sample Project Timeline

Week of	Activity	Client Participation
<b>4/6/15</b>	<b>Kick - Off</b>	
	Kick off meeting	✓
	Gather input from Council, Staff and stakeholders	✓
	Discuss position profile	✓
	Define research strategy	
<b>4/13/15</b>	<b>Position Profile Development</b>	
	Deliver draft position profile	
	Develop visibility campaign strategy	
<b>4/20/15</b>	<b>Outreach/Recruitment Phase</b>	
	Launch visibility and outreach campaign	
	Targeted recruitment, networking and sourcing for referrals	
	Mid-point status report and first dashboard;	
<b>5/4/15</b>	dashboards thereafter until presentation of candidates; continue screening and interviewing of potential candidates	✓
	Complete active recruitment phase. Interested candidates should provide materials (cover letter and resume) by this time	
	Screening and interviewing in progress	
<b>6/8/15</b>	<b>Presentation Phase</b>	
	Deliver candidate materials for review before presentation	
	Meet to determine which candidates will proceed to shortlist for interviews	✓
<b>Beginning 6/15/15</b>	<b>Interview Phase</b>	
	Final in-person 1:1 and panel interviews with a debriefing facilitated by Waldron	✓
	Successful candidate selection; background check	✓
	Waldron assists with offer and negotiations as needed; notifies unsuccessful candidates	✓

# Executive Search Team Biographies

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## **Heather Gantz, Branch Director and Search Lead**

A human resource professional with over 15 years of experience, Heather successfully leads executive searches for public sector agencies, non-profit organizations, foundations, and select private sector clients. Heather has led successful executive searches working in partnership with many Boards and Council members to guide the process to a successful selection. Additionally, Heather manages account relationships for our public sector clients. She is known for her thoroughness as well as engendering trusting relationships with both the client and candidate while providing exceptional customer service throughout the entire process.

Heather has a strong background in staffing, recruiting, coaching and program management. Prior to joining Waldron, Heather managed two large staff augmentation programs for Nike and Freightliner. She has recruited individuals for information technology, finance and creative divisions. Heather holds a Bachelor's degree in Business Management from University of Phoenix. Additionally, Heather serves as an Advisory Board Member of the Oregon Emerging Local Government Leaders Network (ELGL).

## **Robert Colichio, Senior Associate**

Robert is a Senior Associate who works closely with the Executive Search and Career Transition practice. He helps Search Leads in recruiting the best candidates and is directly responsible for developing materials, research, monitoring projects and metrics, and supporting clients and candidates.

Prior to joining Waldron, Robert worked in project management and market research for several firms in Portland, Oregon. He has an M.B.A. from Portland State University and a B.S. in Business Administration from the University of Oregon.



## EXECUTIVE RECRUITING SERVICES

- Experienced, nationwide public sector/nonprofit/healthcare recruitment firm headquartered in Atlanta with offices in Arizona, California, Texas, Michigan, Ohio, Connecticut, and Florida
- Work is guaranteed—will conduct another search for no additional professional fees if position is vacated for any reason within two years of employment date of an SMC-recommended candidate
- Results-oriented methodology has led to 36-year successful track record
  - more than 900 placements throughout United States
  - all placements except one from recommended candidate group
  - 95 percent of placements have remained in clients' positions for more than five years
  - guarantee of redoing search due to candidate leaving during first 2 years of new position has occurred only twice out of more than 900 placements
  - 25 percent of placements are from protected groups
- Western/Midwestern clients include: San Diego, Los Angeles County, Beverly Hills, and Sunnyvale, CA; Salem, OR; Phoenix, Mesa, Chandler, Gilbert, Tempe, Tucson, and Glendale, AZ; Clark County and North Las Vegas, NV; Boise, ID; Missoula, MT; Aurora, Fort Collins, Longmont, and Loveland CO; Dallas, San Antonio, Austin, Fort Worth, and Corpus Christi, TX; Kansas City and Columbia, Missouri; Wichita and Topeka, KS; Broken Arrow, OK; and Iowa City, West Des Moines, and Urbandale, IA.
- Best prospects are typically happily employed and not responding to advertisements; therefore, we use our national network to identify and aggressively recruit candidates that fit job profile
- Interactive style customized to meet client's unique needs and culture
- On-site screening of candidates at current work sites (not typically used in industry)
- Searches typically take 90 days to complete
- Fees are capped and well within industry standards

Paul Wenbert, ICMA-CM  
Western Regional Manager  
480-664-2676 • [pwconsulting@cox.net](mailto:pwconsulting@cox.net)  
[www.slavinmanagementconsultants.com](http://www.slavinmanagementconsultants.com)

April 2015



April 30, 2014

## **SMC WORK PLAN AND GUARANTEES**

This document describes Slavin Management Consultants' typical work plan and guarantees for a City Manager search. This work plan and guarantees are also used for department director and other types of local government recruitments.

### **TYPICAL WORK PLAN**

SMC will use a proven and comprehensive seven-step work plan to complete this project as follows:

1. Develop recruitment profile;
2. Recruit qualified candidates;
3. Submit written progress report on semi-finalists to client;
4. Conduct background investigations/site visits on finalists;
5. Assist client in interview and selection process;
6. Facilitate employment of selected candidate; and
7. Conduct follow-up with client after candidate has been employed.

Each step of this work plan is described below.

#### **1. Develop recruitment profile**

SMC will meet with the Mayor and City Council Members and Department Directors to learn about the City's needs and culture. Also, SMC will provide options for additional external and internal stakeholder involvement. Finally, SMC would appreciate receiving a guided tour of the community. These meetings and tour as well as independent research conducted by SMC about the community and position will help SMC determine the unique challenges to be managed by Anytown's next City Manager. This will allow SMC to accurately describe the desired professional and personal attributes top candidates should possess.

Once SMC has gained sufficient information, it will prepare a draft recruitment profile and review it with the Mayor and City Council to obtain their approval. The profile will include information about the Anytown community, City government, issues and

opportunities to be managed by the next City Manager, and the job requirements and selection criteria.

## **2. Recruit qualified candidates**

SMC will utilize the following resources to conduct a national recruitment for qualified candidates that meet the job specifications and selection criteria for the position:

- SMC's database of candidates;
- SMC's professional local government management network;
- Advertisements in national professional print publications and websites and regional publications as appropriate; and
- Sending the recruitment profile to persons who have the requisite experience for the position.

## **3. Submit written progress report on semi-finalists**

SMC will submit a written progress report on the semi-finalists and meet with the client to discuss this report. Typically 10-15 semi-finalists are included in the progress report.

The progress report will summarize each semi-finalists' experience and education. The report will also include a screening of semi-finalists against the selection criteria and job requirements contained in the recruitment profile. This screening will be based on:

- a review of resumes and cover letters;
- SMC's phone interviews of semi-finalists;
- semi-finalists' responses to a supplemental questionnaire that provides additional information about semi-finalists' management styles, writing skills, and how closely their experience relates to the selection criteria and job requirements in the recruitment profile; and
- SMC's knowledge of semi-finalists' work performance and the quality of the organizations and communities in which they have served.

The progress report will also include the semi-finalists' current salary. At SMC's meeting with the client, the client will select the finalists to interview using SMC's candidate ranking forms if desired. Typically five finalists are interviewed. Appendix E contains an example of the type of information which will be included in the progress report.

#### **4. Conduct background investigations/site visits on finalists**

SMC will conduct background investigations and site visits on the finalists. In order to better assess the finalists' management style and interpersonal characteristics, SMC will personally interview each in his or her present work environment while protecting the finalists' confidentiality. SMC will closely examine each finalist's experience, achievements, management style, and interpersonal skills in relation to the recruitment profile's selection criteria.

SMC's background investigations include detailed and extensive reference checks which cover a minimum period of ten years. SMC will interview the references provided by the finalists as well as others who can evaluate the candidate's job performance. The background work also includes investigation to the maximum extent permitted under federal law of finalists':

- criminal and civil court records;
- credit history;
- driving records; and
- college degrees.

At the client's option, SMC can arrange for assessment centers and/or psychological (or similar) testing of the candidates. These optional items will result in additional cost to the client.

SMC will provide a report to the client about these background checks and site visits.

#### **5. Assist client in interview and selection process**

SMC will assist the client in developing the interview process based on SMC's knowledge of best practices and will provide a list of interview questions for the client's consideration. SMC will contact the finalists to inform them of interview schedules and other logistical details, and SMC will be present during the interviews. Finally, SMC will notify all unsuccessful candidates of the final decision reached.

#### **6. Facilitate employment of selected candidate**

SMC will provide information about trends in employment, employment agreements, and relocation expenses to the client. SMC will also facilitate negotiation of the selected candidate's compensation package.

## **7. Conduct follow-up with client after candidate has been employed**

SMC will follow-up with the Mayor and the new City Manager six and twelve months after the selected candidate has been employed to evaluate the success of the placement. SMC will assist in any adjustments that may be necessary.

### **SECTION IV—GUARANTEES**

SMC provides a comprehensive set of assurances and guarantees to clients that include:

- A commitment to excellence. SMC guarantees that the selection process and placement will be of high quality and successful. To accomplish this, SMC will continue to work with the client until a satisfactory candidate is selected and accepts employment;
- SMC guarantees its work and will redo the search if the position is vacated, for any reason, within two years of the employment date of a SMC recommended candidate; in this event, SMC will charge the client only for its out-of-pocket expenses to redo the search (no professional fees will be charged);
- SMC will never actively recruit any candidate who SMC has placed nor will SMC actively recruit any employee from a client organization for at least two years from the completion date of an assignment;
- SMC will properly handle any and all media relations. Unless otherwise directed, it is SMC's standard practice to tell all media that SMC is working on behalf of the client and that any public statement should come from the client directly. Under no conditions will SMC release information to the media unless specifically directed by the client to do so; and
- SMC will keep the client informed and involved in the search process. SMC will provide frequent verbal and written progress reports to the client.

# **City Manager Recruitment Firms – Cost and Process Outline**

## **WALDRON**

- Recruiting office would be located in Portland, Oregon.
- Waldron has recruited and placed City Managers in the past seven years for Oregon and Washington.
- 90% of placements have remained in positions for at least two or more years.
- Have 30 years of experience with recruiting.
- Search typically takes 60 to 90 days to complete.
- Recruiting fee is 30% of the hiring salary. Hiring salary would be between \$105,000 - \$120,000 annually which would cost the city anywhere from \$31,500 - \$36,000 depending on the starting salary.
- Added expenses would include:
  - Advertising/Posting the Position
  - Candidate and Consultant Travel
  - Copying, Printing, and Delivery
- The City Council can cancel the search at any time, with 15 days notice; however, the City will be responsible for paying incurred pro-rata portions and expenses incurred through the search termination date.
- If the candidate leaves within 6 months of placement, the city would pay 1/3 of the original search fee again for a replacement.

## **EXECUTIVE RECRUITING SERVICES**

- Recruiting office would be located in Mesa, Arizona
- 95% of placements have remained in clients positions for more than five years.
- Has 36 years of experience with recruiting. Has experience working with rural communities.
- Has placed 14 City Managers in the past two years, all which are still there.
- Search typically takes 60 to 90 days to complete.
- Recruiting fee ranges from \$19,000 - \$23,000.
- Added expenses would include:
  - Travel for Candidates to Ontario
- If the position is vacated, for any reason, within two years of the employment date, firm will charge the client only for its out-of-pocket expenses to recruit for a replacement.

## MALHEUR COUNTY COURT MINUTES

JUNE 10, 2015

County Court met with Judge Dan Joyce presiding with Commissioner Don Hodge and Commissioner Larry Wilson present. Staff present was County Counsel Stephanie Williams.

Also present was Larry Meyer of the Argus Observer and John Braese of the Malheur Enterprise.

### DISTRICT ATTORNEY

District Attorney Dan Norris met with the Court for further discussion regarding funds received in connection with prosecution of the 45th Parallel case. Also present was Management Assistant Marilee Aldred.

Judge Joyce: Okay, what are we doing, what are we talking about...

Norris: trying to figure out where we're at. I've talked to all of you individually, not collectively, I think our positions are fairly clear, I've made a suggestion on how we can resolve it, that's where I'm at.

Joyce: no matter what we do, you realize that no budget board is bound by the previous one or the next one right

Norris: Well but if this money's in the same type of an account as the Sheriff's that money can't be touched. Now, moving forward things can change, obviously the person sitting in this chair is going to change in 18 months, my expectation is that if folks will live up to their agreement to the extent we can, but things do change, we can't bind, cant bind a future DA, I can't do that and you can't bind a future county court

Joyce: right

Wilson: I don't know Dan, I've been, we've gone over this so many times and to go back with, to go back a ways, why the hard line on not just depositing them in the general fund this year like we have before? Because one of the things I did to be fair to you, and well the whole process, because I was new a couple years ago, is , are we all of a sudden, is the county treating those forfeitures different than the way we used to. Because I could understand why you'd really have a beef if all of a sudden we just changed horses in the middle of the creek. And according to, accordingly, we didn't change , that's the way they've always done it, so

Norris: Commissioner Wilson we've never generated more than incidental money in the past. You don't put incidental, you put incidental money just directly in without a line-item; you don't put large sums of money in public budgeting in, so yeah, I disagree with your premise.

Joyce: I have a question I just, when you're in court and you're being questioned upstairs by your opposition over line-item issues and if you'd had this in a line-item, this type of money, would that type of questioning go away?

Norris: I'm not following your question Judge Joyce

Joyce: Well if I understood this correctly a couple months ago, or maybe even a year ago, there was some pretty had line questioning pointed at your, in your direction, and if this particular type of money had been in a forfeiture line item the question might not have been as severe, does that make sense? probably not.

Norris: I mean having it properly accounted for is important to me; I could care less what a defense attorney does up there, that's all for show for their client. So I don't think its that big of a deal except for I think it needs, the money needs to be handled appropriately and budgeted appropriately and spent appropriately.

Judge: Would that have eliminated the question?

Norris: It may or may not have; defense attorneys are going to do what they do Judge Joyce regardless of how we account for it so

Judge: Okay

Norris: I appreciate, you know, your inquiry, I just want to be honest with you that, you know, if moneys coming to either the county or the sheriff or the DA's office defense attorneys are going try to raise an issue out of it; that's why we never want to get in a position where we're totally dependent on money that we raise because then it does make us vulnerable to those kinds of attacks. And, you know, we're not talking about, the kind of money we're talking about here is de minimis, its less than one percent of my budget.

Judge: So does that lessen the attack if its in an appropriate line-item; I guess that's the real question

Norris: Well I think it certainly helps to do everything appropriately and follow budgetary rules

Judge: That's all I have

Hodge: Explain to me again what your, you know I got your letter, but explain to me, explain it in your terms.

Norris: The bottom line is my position is that money belongs to the Malheur County District Attorney by statute. But we have to work together. I've gone through the history of us working but not necessarily together and not necessarily very well. And I think I made, with an individual letter to you, showing that course of events that have happened that I feel are just unacceptable and I think you're going to make arrangements to fix some of those problems, I certainly hope so, but my view is I can understand your position, I'm willing to give you the lions share of the money but my bottom line is, the District Attorney's Office is going to have a forfeiture account just as the Sheriff does to take care of extraordinary expenses when a commissioner disagrees with our decision making process. And I want a small amount of that money to go into that account; and that account needs to roll over and future forfeitures clearly go into that account.

Judge: Okay, explain that disagreement piece.

Norris: Its no secret that a few of you don't feel I should spend the money on prosecuting cases out at Snake River. And that's not acceptable to me but I understand and respect your positions but that's not something that whichever one of you feels that way has the opportunity to do much about. I was elected to prosecute murderers.

Hodge: Well I don't think, in our talks, yeah you're right, but I think, to me it's only one specific case, as far as I'm concerned, at Snake River Correctional Institution.

Norris: There are four of them up there Commissioner Hodge; not just one.

Hodge: But the one, and you've, that you and I have talked about is the gentleman, you know, is already in there for life and you want to prosecute him and get him the death penalty

Norris: Which they should've done the first time but they didn't.

Hodge: Well that's, you know, I can't help that, I agree, I wish it would have happened

Norris: Again, that's not the discussion that we need to have today because you are elected to do very important jobs and so was I and that decision is something I was elected to do.

Hodge: Well I'm just eluding to the fact you said, you made it sound like all

Norris: No no I'm not calling anybody out, you're all entitled to your views, I'm not accusing you and I respect your positions, I understand them

Hodge: That's why I just said; but just two minutes ago that's not what your statement came out of your mouth, it said all Snake River prosecuting cases; the only one I care about is that

Norris: Oh okay

Hodge: you know, the others I haven't mentioned anything to you about the others, so that statement out of your mouth, you said one of you didn't like all of it; I've never said that

Norris: Okay

Hodge: I felt it was that one gentleman, or whatever you want to call him, I can't call him a gentleman

Wilson: To piggyback on Don's I, you know when I talked to you I, I feel like, say four more of them out there, depending on, we could be left with a whole bunch of cases, going down the hardest road possible and I understand that its state statute that we pay for it, I guess until the appeals process and then they take over, but, so I'm looking out for the county's money, I mean down the road you decide to wind up, I'm just a what if, extraordinary crimes, you decide to get four of them funded and going in the pipeline, you can leave here in 18 months and leave us in a well of a mess money wise.

Norris: Well

Wilson: And that's a concern okay. And you can argue whether I have any right to a concern or not but. Whats the total of the checks your holding right now Dan?

Norris: Its somewhere around \$40,000

Wilson: Alright

Norris: I'd have to get an exact accounting

Wilson: So the amount your offering to

Norris: Or 30,000; Marilee do you know?

County Counsel: No, its like \$37,800 or so

Norris: A few more have come in

Marilee: A few more have come in

Norris: Small, three, four hundred dollar checks

Hodge: Somewhere around 40 grand

Wilson: 38 or whatever

Marilee: Its probably closer to 39,000

Wilson: Well for the sake of trying to move on this, other than we discussed it and, I really think it ought to just be put into the fund; we haven't denied you stuff before when you've needed it. And I understand you want control of it yourself without having to come to us but I don't know that we've been proven to be such bad stewards of the funds and withheld them from you. The peace offering, the \$30,593 is exactly what the budget committee cut out, I don't know their exact reasoning on just every item down the line okay

Norris: Can I interrupt right there

Wilson: Yeah

Norris: That was a flawed process because the budget committee should have considered that request and I was not at fault for that flawed process but I would like an explanation as to why my proposed budget was not submitted to the budget committee as I requested.

Joyce: I thought it was

Norris: The line-item for the forfeiture funds; I clearly sent a letter to both the county commissioners and the citizen budget committee and as a department head I am entitled to have a proposed budget presented. My proposed budget for that money was never presented. And it came as a surprise when that issue came up.

Joyce: I can't speak for you Don but wasn't that if the money was put in the general fund

Hodge: The budget that was presented

Joyce: Yeah

Hodge: that you presented that day to the budget board

Norris: that money was not accounted for in any way, shape or form in the proposed budget; it wasn't as a revenue line-item

Hodge: but the letter, memo letter that you're talking

Norris: The memo letter was how I expected

Hodge: we didn't, I hadn't seen it

Norris: And what is a good explanation? As when a department head requests to have a public hearing and we're denied that. I would appreciate an explanation.

Wilson: Well the department head that I guess that you claim that you gave it to Lorinda correct

Norris: There's no claim, she'll acknowledge she got that letter

Wilson: Okay well I don't know why, I don't remember the exact reason why we didn't have it; I think she said she thought we had it; that's what I remember

County Counsel: That the district attorneys office was going to provide it to you separately from

Wilson: Yeah

Norris: Well and why wasn't it in the proposed budget for the budget committee, because that's how it works, department heads propose budgets, or at least request budgets, your budget officer is supposed to either propose or not propose

County Counsel: Yeah but I think her side of the story is that until the county court told her to set it up she wasn't going to because there was some consensus that they wanted those funds to be deposited before the line-items were created

Joyce: The 40 grand

Norris: well the problem with that is Stephanie is we have a process that as an elected department head I am entitled to have the citizen consider that and she didn't have the authority to do that

County Counsel: But I sent an email to Marilee asking if you were going to talk about it; I have the email

Norris: Right, and

County Counsel: and she said no

Norris: And I assumed that was because they wanted to have some private offline; I misread that email and so did Erin

County Counsel: Okay

Norris: I thought it was because we were going to have some discussions to try to come to an amicable

County Counsel: Yeah because that was the email; you said you weren't going to bring it up, and they could talk to you about it, you know

Norris: And that's what I believed; I'm not saying you did anything wrong, I'm just saying we misread each others statements

Hodge: We didn't know about the letter

Norris: Yeah, we have a flawed process

Wilson: We do but I think in light of just, we've been over this a hundred times; I'm just going to propose Dan you put it into the general fund like we asked

Norris: Well I'm going to have to respectfully decline

Wilson: that's fine; just hear me out.

Norris: Okay

Wilson: I've gone through this; I don't know why they cut 500 from phone service or whatever okay; I don't know if \$30593 was some target; how they came up with that figure; other than they're right here. I'm willing to throw back in, because I think it'd be important to you, the support investigation, I think the witness fees, the, whatever we had here, the investigations, support investigations, witness fees, throw in half of that travel and conferences because I know you need education; office supplies

Norris: (laughing) ahhh

Joyce: just wait...

Wilson: hey, I'm just giving it to you, and then down here, what was my other one, number six - discovery costs. Those seem to be things that would help you in court okay, that totals \$13750. If you put in the total amount like we've asked before I'm willing to put that back in; I guess I have that authorization

Norris: You're willing to put about half of what you cut if I give you \$40,000

Wilson: Dan

Norris: Do you think I'm stupid Larry?

Wilson: Well I'm not stupid either and I'm going to tell you something. We've asked for it all to be in there; and I don't want to; I'm not going to; we can sit here and draw lines in the sand until one of us has to sue the other to get the money put it or prove it one way or the other. Why go to that extent? You said you've got 18 months left, why you want to go out, I mean, and the bottom line is we haven't set here and denied you stuff year after year. I don't know that we ever have; when you've needed it you've got it. We're not that hard core.

Norris: Commissioner Hodge and Commissioner Wilson

Joyce: So

Norris: what your basically saying is give me \$40,000 and I'm only going to cut your budget from what was proposed by \$15,000 instead of 30; is that what I'm hearing?

Wilson: I just offered you something; that's all it was; I didn't ask these guys

Hodge: What you're saying though is, give us \$32,000 or \$30,000 and we reinstate \$30,593 and you take \$10,000 or roughly

Norris: due to my proposed budget

Hodge: in-your line-item, I think is what you're talking about. My question, I look and I go well okay, I see its a win win for you; you get everything

Norris: I see it as a win for you because right now I'm willing to give the county over \$30,000 that you were going to; the proposed budget that you have that would've come out of that budget committee would've been the proposed budget before the cuts. I think we all acknowledge that.

Wilson: Well the budget committees got a mind of their own

Hodge: The budget committee made the cuts so

Norris; Well directly attributable to

Wilson: Dan - to go back. I didn't ask Don which of these cuts or anything to reinstore; I'm just offering something

Norris: Well your not offering me anything Commissioner Wilson and that was almost insulting

Wilson: there's my offer and I guess were

Norris: I mean basically what would have come out of the budget committee had the procedures been followed appropriately would have been the proposed budget from your budget officer with maybe a minor tweak here and there. Instead, to put pressure on me to put those funds in, they cut it by what they thought the funds were. And again this comes to a process that wasn't followed. I think I've been more

than fair in terms of saying okay, you reinstate the budget to where it should've been and I'll put 30-something thousand into the county general fund; the remainder is going to be treated as forfeiture money under a revolving line-item.

Hodge: Which is approximately \$8,000 or something

Norris: I don't know Don. I'm not sure if theres 30 or 40 thousand. I can get an accounting; I can have someone go count the checks

Wilson: you know right to the penny the \$30,593 so I mean how come you don't know whats the total

Norris: Because I know what the budget committee cut out of my proposed budget; that was real easy to do. I can, Marilee would you go out and count those checks?

Wilson: That isn't; that's immaterial. but you come in here and spout facts that are exact to the penny for us but yet we're just; you don't know, 30 or 40, so

Norris: I gave you an exact figure and more checks have come in; you had an exact figure the last time I counted them

Hodge: Really

Joyce: wasn't on this was it

Hodge: I don't remember seeing anything with the exact figures

Norris: Ms. Williams asked for a direct accounting and I gave you a direct and I gave a direct figure  
inaudible

Norris: I think the reporter knows it

Hodge: They were what

Norris: The reporter knows it; he's spouting it off so

Hodge: I don't remember seeing it

County Counsel: I think it is closer to 39

Norris: because I don't want to misrepresent anything so I know that a couple of checks have come in this month

Hodge: well I think again the amount of the checks, the exact amount, its somewhere probably close to \$40,000 by what I've been understanding for the last several months

Norris: I want some seed money for the forfeiture account, that's what I want, and I want a clear understanding moving forward where money like that goes. and it should resemble just exactly how you treat the sheriff's money

Hodge: but evidently in your opinion any of the money that's recovered through the forfeiture you don't think the county should have any right to get any money back for what they've spent

Norris: Well I think we're mixing apples and oranges Commissioner Hodge and I've had a chance to discuss that money with your county counsel. Forfeiture money didn't come from the county; and its not reimbursement to the county; that's money that a criminal loses

Hodge: We spent money prosecuting that criminal

Norris: And you spend money with the Sheriff's Office investigating the case so how is it different.

Hodge: That's what I'm asking, does, I, you know, you're telling me you don't think the county should recover any funds

Norris: I have, I think the county should recover some funds when its reimbursement for attorney fees which the county paid for

County Counsel: Right. I don't know Don; I don't think you've been getting my emails because I don't see it on your desk, but, he laid out that cost of prosecution is different than

Hodge: If it hasn't been to my personal email I haven't been getting it

County Counsel: Well that's what I sent it to

Hodge: Really, well

Norris: Let me take a minute to explain the difference in my view. With a forfeiture you know, we go into the drug house and we take \$10,000 and the sheriff gets a share, and the district attorney gets a share by statute, and we have some agreements on how we spend that money for drug court etc. Right now the sheriff puts that money in to an account and even though the sheriff deputy was paid for by the county and his entire budget comes from you guys he puts that money in an account for some discretionary law enforcement purposes. I want to be treated the same way as to that money. The RICO money is a little bit different in that were getting reimbursed for attorney fees that we've spent. And I think when that is a function of both the criminal prosecution your paying anyway and we're doing some money on the RICO case I think the county should get about half of that back

Hodge: And has any of that come in

Norris: Yes, that's some of the money we're talking about here and I'm willing to give you two thirds of it

County Counsel: Under this proposal

Norris: Under my proposal, I'm willing to give you two thirds of that money, now I do expect my budgets going to be made to where it should have been before we had the flawed process.

County Counsel: So in the revenue line-item I have that all criminal forfeitures, all civil forfeitures, all RICO penalties, all RICO forfeitures, go into that account; and then the cost of prosecution, which is an award of attorney fees, or staff time, would be split 50/50 up to \$20,000, and then the county would get the rest

Norris: And then if we got more than that the county would get the rest

County Counsel: You know this piece is sort of a red herring because we hired a special prosecuting attorney that did them, you know, for example, if you had done them and it was an attorney fee award to the district attorney whos paid by the state we wouldn't get any, right?

Norris: Okay Ms. Williams I'm, I'm having a little trouble with that. Mike didn't come in as a special prosecutor. If you remember the history we came to you with a cost savings proposal to bring Mr. Dugan in part time until Lung either won or lost the election. He stayed on because of some problems and it was only at the very end that we came up with \$15,000 out of another forfeiture fund. The county didn't expend

anything they wouldn't have already expended on, because it was a deputy DA position that we paid him out of, with the exception of \$15,000. And you can go back and look

County Counsel: Okay so that's your, ok

Norris: You can go back and look at the budget, but he was being paid

County Counsel: In any event it was the county that paid for him

Norris: out of Lung Hungs, and you wouldn't be paid for that prosecutor and he was doing criminal prosecution; it's not like we went out and spent a bunch of extra money over and above, okay, I think its \$40,556.95 is the best number I can come up with.

Hodge: what was that again

Norris: \$40,556.95

Hodge: So tell me that again Stephanie, was, since evidently I didn't get the email, it was, you were going to put back two thirds of the, so your saying two thirds of the \$40,000

Norris: Actually three quarters, its going to be \$30,593

County Counsel: and then the rest would go into a special prosecuting account; its not like 7 its more like 10

Norris: Yeah its now

Hodge: and then in the future there would be a split between the fund up to \$20,000 a piece

County Counsel: Only cost of prosecution

Norris: No. the forfeiture funds would be treated just like you treat the sheriff's forfeiture funds, they would go solely into, my share of those monies would go into my forfeiture account, the sheriff's share of those monies would go into it. Now the county does get money out of that because I think they get

County Counsel: Yeah I was going to tell you, I need to beef that up, you know, because, right, were not

Norris: were not doing it but we have an agreement that says we will

County Counsel: and I was going to tell you and I put a bug in the sheriff's ear, I mean were supposed to be getting our share from even OSP the way that I read this, that the county's supposed to be getting something and were not, but we haven't had enough to worry about according to the sheriff

Norris: Yes and I agree with that

County Counsel: he's like listen, we haven't had enough to really worry about

Norris: but your supposed to be getting some money to pay for drug court, your supposed to be getting money to pay for victims advocates

County counsel: right

Norris: We just don't get this money very often so were not, you know, were not talking about something that's going to be a windfall. I think the biggest forfeiture we ever had in this county was \$50,000 cash and by the time everyone got paid it was, you know, maybe \$10,000

Hodge: does a certain amount of that go to the state

Norris: yes the state gets

Hodge: like 1/3 of it or something

Norris: no, they get a DEQ fee, its all by statute and agreement. The state gets some of that, we have to give them, but its less than 10% I believe Commissioner Hodge. But the biggest one, its required to go to a law enforcement purpose, its required to be equitably split between the law enforcement agency and the DA; and that's really an agreement, you know, between us, but we have an agreement where in order to fund drug court we give some of the money to drug court, in order to fund victims programs for law enforcement we give some of the money to that, were supposed to, we just, it wasn't worth the accounting and I don't think

Hodge: because there just wasn't enough money

Norris: and I don't think the person whos responsible for that money even knew they were supposed to be doing it

County Counsel: right, the money we got through the sheriffs office Lorinda just put it in that forfeiture when really I think a portion of it probably should have went to county general and a portion into forfeiture

Norris: I agree with you but again were not talking about enough that anyone really was loosing sleep over it. So you do get it; if we got a large forfeiture you would get a large share of it, youd get over 40% into a law enforcement purpose funded through your general fund.

Hodge: okay, well I guess, since I've been on the, what five years on the court, and the last year is when all this has been coming up between us

Norris: No, its been since Lung left and took the bench that we've had some issues

Hodge: but what, was it never brought up in the past? any of what were going though right now, was that never brought up like ten years ago, five years ago, six years ago

County Counsel: The last RICO case was over 20 years ago

Norris: Yeah, Steve Pearce was the last RICO case we ever did

Hodge: so it just hasn't been on the

County Counsel: because otherwise you don't get cost of prosecution, very few cases do you get cost of prosecution

Norris: Its only in RICO cases

Hodge: well, Larry what are your feelings? Judge, you got any, somebody say something or, you know, I'd just like to see it resolved. Sitting here, you hanging on to the checks forever isn't going to work

Norris: its not working for me

Joyce: well that's the option, Dan can just keep them, we don't go anywhere, or they all go into general fund, we come up with a solution at the bottom line, that's it

Norris: I'm willing to do that but I want, I do want

Joyce: You gotta have something in writing (inaudible)

Norris: I do want an appropriate line-item

County Counsel: I'm not putting anything in writing, you know what, no; I can send an email to Dan and he can okay it

Norris: how about a very short quick lets deal with \$30,593 of them today and lets deal with the \$10,000 when we have another opportunity

County Counsel: So your saying reinstate your budget; here's your \$30,593 and hold on to 10

Norris: and we'll have some discussions about the \$10,000; you can, as long as I have an appropriate line-item I'm willing to put it in as long as I have a very clear agreement that I'm not giving up my claim to the money and you can have some discussions on how it should look

Hodge: is that something we need to draw up, that he

County Counsel: I'm not worried about it, what I'm worried about, well yeah I mean i could draw that up. Lorinda needs to do a budget amendment and so that's what

Hodge: yeah, I think we've got what'd we say until the 24th to do that

Norris: well we need to do an amendment to the 2014-2015 budget showing a revenue line-item of \$40,556.95, because that money needs to go into the general fund

Hodge: and you want that money to go into that line-item and be carried over to the 15/16 budget

Norris: no. I think that money can go in and I'm okay with that Commissioner Hodge

Hodge: you just want the line-item in

Norris: so its properly accounted, the money's properly accounted for

County Counsel: so 2015/2016 would be a budget amendment to reinstate the budget \$30593 and then you would have a special dedicated fund, which is what the sheriff has, for, right now were not going to put anything in it but it could be up to 10

Norris: and I think that I would appreciate it if we could just have a budget created with the \$10,000 and just have an agreement that we're going to have a discussion on how its to be spent. I won't spend the money

County Counsel: you want it set up and you just want it sitting there

Norris: when its in there and then we'll have a discussion on how we should spend it. I may not, I may never have that discussion with you, it may be whoever takes my place may have that discussion with you but I'd like that money to just roll over. It can sit there and in a future budget if you guys are short you're going to be able to talk to whoever's sitting in my seat about the need and if the person sitting in my seat is short they're going to be able to come and say I would like to spend the money for this

County Counsel: and that's what I told Brian because half of his is supposed to be for law enforcement and I do think the county, if we were in tough times could take half of whats in that account and spend for his general operational law enforcement, and he said probably so

Norris: I don't disagree, I think that's the kind of discussion that you need to have with department heads

Wilson: I'm just

Hodge: but you've heard everything hes said in the last few minutes

Wilson: yeah

County Counsel: I don't know if its possible because Lorinda's not here, I don't know

Norris: we don't have to do this today if we need to come up with

Wilson: I want to throw something out. We've asked and I think we were, you know, I wasn't doing it out of some, I'm not talking about the budget cuts but I'm just talking about the other deal, I wasn't doing that out of any, cause I'm you know, getting back at you or anything, but maybe its good this thing came to light, we can in the future set it how we want it and we can look at the sheriff's deal. That's upsetting to you. And then maybe we'll have to decide how we want to deal with that. Whether its were comparing the sheriffs department to the DA, do they have to be exactly the same from your eyes; maybe Brian has a different idea, I don't know. But if we went with something and just do it on a one year deal on a line-item, if you put the \$30,593 back in, that leaves you \$9963.95, well about \$10,000 roughly, or just even it at 10 and 30 or whatever you want to do, \$30,000 and then leave \$10,556.95 in your line-item budget for this year; gives us time down the road to solve it for, try to put something in for long term and then I would say that if we gave you back \$15,000 reinstated because I didn't come up with these figures, that gives you back, you know, 25 and were taking, your coming out ahead that way

Norris: I'm not following that logic Commissioner Wilson, I'm basically taking

Wilson: Well that's my logic so its probably as good as yours

County Counsel: I think what he's saying is he doesn't want to undermine the budget committee the full 30

Norris: the budget committee said

Wilson: I'm just saying if we gave you, you put \$30,000 in, take a one year line-item at whatever's left, \$10,556 okay, and if we reinstate say 15 of that 30 and I guess you could sit here and apply it to whatever items were cut

Norris: Commissioner Hodge I'm not following the logic there, and Commissioner Wilson I'm not following that. My expectation is that

Wilson: We don't have to undermine our budget committee either

Norris: Well the budget committee was already undermined by the fact that they didn't have an opportunity to do it; and besides I think my understanding is the budget committee said that when that money, the \$30,000 was deposited that the budget would, could be replaced was my understanding

Wilson: I don't remember that

Hodge: they said something to the tune of

Joyce: I think there was something to that effect

Hodge: if they come back and he releases some of those checks and puts them in they would look at reinstating the \$30,593

Norris: which is why I'm trying to give honor what the budget committee did, I'm willing to give them the 30,593 so that they could do the proposed budget otherwise I'm taking a huge

Hodge: (inaudible)...the \$30,593

Norris: whats that

Hodge: You're willing to give us the \$30,593 so that they'll give you back the \$30,593

Norris: which you were going to spend anyway; we all can acknowledge that

Hodge: well I would assume that down the road if theres something in travel and something comes up that your people have to go to, if it wasn't reinstated now, then I assume you'd probably be down here asking for money because you got to go to an educational and we'd be amending the budget if we approved it

Norris: I think I've come

Hodge: is that right Larry, is that what were thinking, is that the same lines of thinking

Norris: I'm thinking that the County's going to come out with \$30,000 more than they had because they would have approved the budget had we gone through the process

Joyce: that's probably true

Norris: they withheld \$30,000 that was already committed

Joyce: true

Norris: I'm giving the county \$30,000 so your in the, you're going to have a net gain of \$30,000 over where we should have been had we not had these problems

Hodge: and I've seen your logic because evidently the letter that we didn't get to see that when you came down and presented your budget, it was, she'd had that letter for a few days or a week

Norris: she had it with my budget proposal

Hodge: and we didn't get to see it. I'm assuming , you know, you hate to assume but the county budgets, the two day process went pretty good, I'm assuming that maybe they'd probably approved it. I know just before you left or when you were getting ready to leave the question was asked, I think Dan asked the question about the money and I remember specifically Nancy saying so your holding us hostage for that money and your answer was I don't like that term and she said well what else could you call it. So I think once you walked out I think they put their heads together, all of them, and it was all, everybody, there were several conversations going on, and that's where the biggest part of those cuts come from because I guess we can play hardball too

Wilson: Well and it had a carryover from years before, the way, the problems you had with them the year before on the budget committee and the way you talked to them. You got to admit that we didn't have those problems with any other office in here this year. So, I don't know what that had to do with it but you know getting along says a lot for how we could get these things ironed out to begin with.

Norris: Well Commissioner Wilson I laid out the history, there's a reason why things have gone awry and you know, you

Wilson: there again that's your opinion

Norris: you're not taking some responsibility for an employee you supervise then we've got some problems, because I think I made it very clear as to where we've had problems and why

Wilson: that's your opinion

Hodge: and again that's, you and I had a discussion up there the other day and I told you my thought on part of that and I, I agree to a degree but I'm not throwing anybody under the bus in here right now so, and I'm not going to change from that. what do you guys think? I mean, we've got to sit down and come up with something here

Wilson: well if we're going to do it, I can, I guess I could live with it if you guys are happy with it but not if its just setting it in concrete, do it for this year and

Hodge: I can agree with that and set down and have more of these talks to figure out what guidelines so we know; I'm sure, like your saying, your last 18 months you don't want to be in here every week and you know, I don't want to look at you every week so

Wilson: you accept it that way that its not permanent but just a one year deal

Norris: what I will accept is putting the money into the general fund but I want each of you on the record to say as to the \$10,000 we are going to have good faith discussions to treat that money just as you treat the sheriff's office and if you want to change how you do business with the sheriff's office then I'm willing to have those discussions with the sheriff; but if you're not willing then I want a firm commitment

Wilson: no Dan, its not tied to that

Hodge: but I want to talk to the sheriff before I, because I don't know what his

County Counsel: the sheriff said do to me whatever you want; that's what he told me; he goes do to me whatever you want because I don't really care

Wilson: that's something we need to work out with Brian, we need to work that out with Brian, not what you want us to do with Brian okay. Number one, will you live with it for this year?

Norris: I certainly will live with it as long as I have a firm commitment that we're going to create an account with that money the same as the sheriff's office or we're going to change the sheriff's office

Hodge: well right now I'd say that's fine, but I want the option to be able to talk to the sheriff because I have no clue what his thinking is about his account

Norris: And again, there shouldn't be any distinction between how you treat the sheriff's money and my money

Hodge: well and that's in your mind. Again, I haven't talked to him yet and that might be the conclusion when I get to talk to him

Joyce: is there a statute that incorporates

Hodge: because I think Brian has told me that his is under a statute

Norris: mines, the money I'm talking about is under the same statute

Wilson: you might as well say you won't accept the one year deal

Norris: I didn't say that Commissioner Wilson

Wilson: well if you're expecting a commitment that we work it out the way you want it, then that's not a one year deal, so, that gives us time to work with the sheriffs department, it gives us time to work with your

department, maybe for creating permanent down the road but right now to get this done, the budgets set, we can sit here and just throw rocks at each other or; you're getting what you want so, that's where I'm at, I'm not going to agree to, i'll look into it but I don't have to sit here and agree to a commitment that we'll work it out sooner or later the way you want it

Hodge: well I think that's what I'm saying; we'll look into it but we've got a year to get this taken care of. You're going to get the money, as I understand, put the \$10,000 or roughly whatever amount of money it is in that line-item, and then lets sit down in the next, doesn't have to be this month or next month, but sometime here in the near future when we're all maybe a little calmer and not, you know, a little bit less stress on us, and come up with something that's going to work and get it implemented and get it put in and get it finalized.

County Counsel: what Larry's saying is for now he wants it as a temporary account with the \$10,000, called something

Joyce: I have no problem with that

Hodge: well I think it could be temporary for the year until we get a solution and then it could be finalized

Wilson: we're not going to set it in concrete today, I mean you guys can, my votes no, just do it on a one year, either put it in your line item the way you want it but then you have the discretion to use it if you need it, if not I would hope you'd carry it over to another year to be used as we see stuff, extraordinary

Hodge: and I think you pretty much stated that it would be carried over if you didn't use it

County Counsel: that's fine until additional revenue comes in, and then what? He's going to sit on them, we're going to be here again within the year

Hodge: yeah

County Counsel: so it resolves this pot of money but it doesn't resolve anything else.

Norris: well I'm willing to put the, if you create a budget line item for discretionary spending with the revenue but not an expenditure line-item so that the money can go into a proper account

County Counsel: so we'll put the 10 or whatever, the 9 or whatever in the revenue but were going to leave the expenditure blank for 15/16

Norris: yeah

Joyce: for discussion

County Counsel: Ive gotta get this down

Norris: and then any additional funds

County Counsel: I think that if its a temporary account and the expenditures on hold, I think that's fine

Norris: that means you cant spend it and I can't spend it, and then we're going to have to talk about how to spend the money and I'm going to want it to roll over until we come to an agreement as to how we spend the money and so you'll have veto power over me and i'll have veto power over you, or whoevers sitting in my chair and I'm assuming that cooler heads can prevail and that we can come up with a proper law enforcement use for this money that we all can agree on. I can't act unilaterally and you cant act unilaterally; does that sound fair for now?

Hodge: the only thing I do want to talk to Brian

Norris: I think we all need to talk

Hodge: and maybe he needs to sit in here in a conference with us

Norris: and again I don't think, my guess is I'm more than happy to let this money ride out because there will come a time where my office or whoever's in my chair has an emergency and they need money and the county's not in a position to fund it because of general fund constraints, whatever, you know, this money is not from my perspective something we're going to be needing; this is our rainy day fund to protect us in the future.

County Counsel: but what I want is on the revenue side, I want an accounting, every civil forfeiture, every criminal forfeiture, whether it's to be done through, I mean your the forfeiting attorney for all of them and whether it's OSP or whether it's OPD or whether it's Nyssa or whether it's the sheriff's office the county's supposed to be getting something and we're not getting any accounting at all. I think what's happening is it's going to the sheriff's office and it's all going into this fund

Norris: I think even the city's shares have been going there

County Counsel: right, it has, and I really think that there needs to be an accounting too and I'm asking that the forfeiture counsel do that for the county

Norris: okay, I will work with your people to make sure that happens. I think what's really been happening Ms. Williams is the cities have been just sending their checks to the sheriff and I've been just letting the sheriff have my share and it's all been going there. And frankly it's been working because when an agency needed something the sheriff would take care of it; when I needed something the sheriff would take care of it so, you know, I think from a practical standpoint I think it's been working. Now that agreement does need to be honored and I'd be more than happy to come up with an accounting and figure out how we want to handle it because you are right the county should've been getting 40% of everything to

County Counsel: after the sheriff's office is reimbursed for the cost of investigation then the county gets 40% of what's ever left

Norris: and that 40% is earmarked under the agreement to either drug court, I think they've been given their share

County Counsel: or law enforcement

Norris: or the law enforcement victims advocate, which we no longer have that position

County Counsel: but what I mean is that Brian's position is that after he's reimbursed there's nothing

Norris: and that's true too

County Counsel: (inaudible).... that's what he told me

Norris: and that is probably true, by the time my legal fees are paid and Brian's reimbursed there's really nothing

County Counsel: it'd be nice if the county had just some accounting or justification for it

Norris: we're not getting rich on the old ratty Chevrolets

Wilson: well it's something we can sit down and work out, we can sit down with them, sit down with you, and put them together and come up with an agreement on it if we do this on a temporary deal, so, that's fine

Joyce: sounds good to me

Norris: I'm more than happy to work with you on the \$10,000

County Counsel: so were going to put, I just want to make sure, point number one is that the money will be deposited with the county treasurer in the amount of \$40,556.95; and a revenue line-item will be set up for that amount in the 2014/15 budget. Dan you want that to be a revenue line item in your budget; it can't go into county cash on hand

multiple talking

County Counsel: because she's telling me that it really is cash on hand in 14/15; that she doesn't need to create anything for 14/15; and then what you want to do for 15/16 is reinstate your \$30,593, put the rest in a dedicated account that has a line item of \$9,900; were just going to call it forfeiture RICO, or no we're going to call it what you want for the revenue and then for the expenditure we're going to actually put zero with a budget note, which you can do, that says temporary hold on all expenditures until mutually agreed upon by district attorney's office and county court

Norris: and the only thing is I want to make sure is that if we don't get it done this year that it just rolls over until we do come up

County Counsel: it will continue as a temporary account until theres a resolution

Norris: right, so that five years from now if its not resolved or if no one feels the need, because we're going to forget about this

county Counsel: right, but I just want to make sure that you realize that she doesn't, I'm not sure she thinks she has to set up anything for 14/15 for revenue

Norris: I believe we do

County Counsel: unless you're insisting upon it in your budget in your line item within your budget because she thinks its already cash on hand

Norris: but how do we properly account for it is my concern. I think, I don't care

County Counsel: when you deposit it with the county treasurer you can note

Norris: and how are you, what line item is it going to be a revenue line item

County Counsel: just cash on hand

Norris: do you have a line item for cash on hand

County Counsel: yeah

Joyce: yes

Hodge: it seems to me to put (inaudible)

County Counsel; she said you put it in, she'll itemize it in internal, that it came from this source, in cash on hand for 14/15 and all she wants to do is a budget amendment for 15/16 setting up your special account

multiple talking

Norris: as long as when our auditor looks at that money they can clearly see what and where it came from, will they be able to do that with what you're proposing?

County Counsel; okay well I don't know

Norris: if they can do that then I don't have a problem; but if they can't and I do want a revenue line item showing where they money came from

Joyce: (inaudible)

Hodge; it wouldn't have a note that says \$38,000 or whatever

County Counsel: not on cash on hand because she transfers everything in there

Norris: its all going to go into the general fund, if it comes in through my account or through what Ms. Williams is talking about, its all going to go into general fund, I just want to make sure we have proper accounting procedures followed in relation to this money

Hodge: I understand

Wilson: it shouldn't be a problem because we need proper accounting on it too; that's just how we do it is the only

County Counsel: I know what your saying

Norris: I don't want to be unreasonable, I don't want to throw a road block, I just want to make absolutely sure that when the defendants come back and say this money got sucked in and was used improperly that I can show, no, it went in, and went out for a law enforcement purpose. And I think we can do that because, you know, we'll be able to show \$30,000 of it went to backfill my budget and \$10,000 is reserved for a law enforcement purpose that we all agree on.

County Counsel: (inaudible)...cash on hand

Norris: so I'm willing to do whatever you think is best; you're their legal counsel. i'll endorse the checks and hand them over

Hodge: we need to get Lorinda's opinion (inaudible)

Wilson/Joyce: (inaudible...multiple talking)

Norris; and I'm fine, if your of the opinion that its properly accounted for and your comfortable

Hodge: if she says that the cash we can do it in the 15/16 then that's what will be done

Norris: I don't care how you did it

Wilson: we don't need to solve that this afternoon but we can just, we both agree we want it accounted properly, get it done properly

Norris; you have what you need so I'm sure we'll follow up with an email before we move

County counsel: yeah, you want me to send you an email

laughter

Hodge: okay, so I want to hear what we just did that we're agreeing to

Joyce: consensus

County Counsel: he's going to deposit the \$40,556.95;

Hodge: ok

Norris: and any future funds

County Counsel: (inaudible) ... cash on hand or that 14/15 budget; that'll be either cash on hand or a separate revenue line item will be set up for proper accounting purposes;

Hodge: okay

County Counsel: for the 15/16 fiscal year the district attorney's budget will be reinstated the \$30,593 from each specific line item that was cut based on the proposed budget that the budget officer presented to the budget board; the remaining funds in approximately \$9,900 and something, a dedicated fund, a special fund like the sheriff's office will be set up; it'll have a revenue in it of that amount and for now the expenditures will either be zero or she may have to put the full 10 for expenditure but there will be a budget note that just says that this is a temporary account, all expenditures are on hold until mutually agreed upon by the county court, if an agreement cant be reached the money will be carried over for 16/17 and any future years that cant be agreed upon

Norris: going back to number one Ms. Williams, the \$40,556.95 and any additional money that comes in because I'm still getting

County Counsel: from the 45th Parallel cases

Norris: basically any forfeitures and stuff I'll put in that money so that we can, at least my share of them I'll put in there and we can deal with that as we go forward. I don't anticipate having any but if we do in the next fiscal year

Hodge: on future

Norris: yeah, they'll go in there and we'll work it out

County Counsel: oh in addition to the ten

Norris: yeah because I know I'm getting \$300 a month from one defendant; he pays like clockwork; were going to have another couple thousand that's going to go in there this fiscal year from the 45th and you know we may get a forfeiture in which case were going to have to, you know I'll either give it all to the sheriff like we have been doing but we may be talking about that; we'll talk about it before we do anything so, I just want to have a place to put the remaining money from the 45th

Hodge: but that line item revenue's where your going to put it

Norris: I'm going to put it in the revenue; I'm going to deposit the checks; that'll make that balance go up that we're going to discuss in the future; you have any problem with that; you see any problem with that

Hodge: no, we just need to come up with sometime what the specifics are, you know, like you were saying how your going to discuss it, how its patterned, if it looks like Brians

County Counsel; what your saying is the county's not going to get any of the 10

Norris: well the county is

County Counsel; if we mutually agree that we pick up cost of whatever you need

Norris: it has to be used; my view is this money has to be used for a law enforcement purpose; but if there's a law enforcement need that we can fund out of this money and not county general fund you guys get a benefit just as when the sheriff goes out and buys something that he would normally have to come and ask for contingency, so it gives some flexibility over and above the budget without having to come into contingency. So yeah, my view is you do get quite a benefit in that you won't have to fund something in the future.

Wilson: well I would assume down the road or we make our agreement, whether its \$300 or \$3000, or \$30,000, I mean if it ends up on a general rule we may end up with 10% of it or whatever it is; I don't know how you want to set it up I guess that's how we'll do it in the future but whether it goes into the county fund and then in to the certain percentages wherever they go; instead of you just holding them to wait to see how we slug it out over percentages or whatever but that's something we should agree on in the next few months, just work with brian and get something that's satisfactory to everybody. wouldn't that make sense

Norris: I'm fine with that; like I said the chances are pretty good it'll be whoevers siting in my chair next whos going to do the bulk of those negotiations because this is not the highest priority

Hodge: okay I can live with that

Joyce: good to go

Norris: okay

Hodge: thank you

County Counsel: Lorindas not here for the rest of the week so I won't be able to get with lorinda till Monday

Norris: can you draft a formal motion so that next week we have a very clear motionbecause, I know we have a consensus

County Counsel: yeah after I talk with her and then, yeah we'll need to because it'll have to be a written resolution in fact to do it and there'll have to be notice in the newspaper as well

Norris: so we'll take it up again next week, when you have drafts I'd appreciate seeing them so if there is any problem we can work the details out

County Counsel: right; I'm going to draft something now and then I'll let Lorinda review it

Norris: okay thank you

Joyce: thanks

## **COURT MINUTES**

Commissioner Hodge moved to approve Court Minutes of June 3, 2015 as written. Commissioner Wilson seconded and the motion passed unanimously.

## **BUDGET MINUTES**

Commissioner Wilson moved to approve Budget Meeting Minutes of April 20 and April 21, 2015 as written. Commissioner Hodge seconded and the motion passed unanimously.

## **ODOT AGREEMENTS**

Commissioner Hodge moved to approve Public Transit Division Oregon Department of Transportation Agreement No. 30784 (Operating 5310); funding is to purchase service to provide public transportation to seniors and individuals with disabilities, and the general public in Malheur County and to support the administrative costs required to manage the service contract. A subcontract will be entered into with MCOA&CS;

and moved to approve Public Transit Division Oregon Department of Transportation Agreement No. 30570 (Operating STATE); funding provides financial support for special transportation services benefitting seniors and individuals with disabilities. A subcontract will be entered into with MCOA&CS. Commissioner Wilson seconded and the motion passed unanimously. See instrument #2015-2191

## **IGA - CITY OF VALE**

Commissioner Hodge moved to approve Intergovernmental Agreement for 911 and Dispatch Services Between Malheur County and the City of Vale. Commissioner Wilson seconded and the motion passed unanimously.

## **OREGON SAVINGS GROWTH PLAN (OSGP)**

Commissioner Wilson moved to authorize the Administrative Office staff to proceed with making the OSGP available to County employees. The OSGP is a deferred compensation plan. Commissioner Hodge seconded and the motion passed unanimously.

## **COURT ADJOURNMENT**

Court was adjourned.



## City of Ontario

### POLICE DEPARTMENT

Office of the Chief

444 SW 4<sup>th</sup> Street

Ontario, OR 97914

Voice (541)889-5312 Ext. 2303

Fax (541)889-3026

[mark.alexander@ontariooregon.org](mailto:mark.alexander@ontariooregon.org)

To: Ontario City Council

Date: July 13, 2015

Re: Department Statistics for June, 2015

Activity	Month of June	Previous Month	Year to Date	Prior Year to Date
Calls for Service	989	896	4973	4074
Traffic Stops	191	172	1011	702
Cited Traffic Violations	164	122	688	348
Motor Vehicle Crashes	32	39	201	158
Arrests	86	87	519	398
Arrests w/ Use of Force	1	1	4	10
Citizen Complaints	0	0	0	2
Cases to Dist. Attorney	63	74	361	234
Ordinance Cases Total	198	98	662	266
Ordinance-Weeds	118	47	262	57
Ordinance-Garbage	3	2	27	20
Dogs to Ani-Care	8	11	49	39
Junk/Vehicles	7	2	64	4
Death Investigations	1	3	9	2
SRO Cases	0	25	131	174
Gang Related Cases	12	0	43	41
Gang Designations	0	0	2	1
Task Force Cases	9	4	31	15
Graffiti	7	2	44	54
Burglary	2	7	36	33
Robbery	1	1	4	8
Larceny	38	38	267	214
Assault	10	10	40	44
Homicide	0	0	0	1
Sex Crimes	1	1	10	10
Alarms	25	14	102	89
Property Loss/Recover	\$28,334/\$3118	\$72,408/\$9187	\$212,550/\$23,397	\$225,904/\$45,068



## Ontario Police Code Enforcement Quarterly Report April - June 2015

Description	Total Offenses	Total Citations
Total Activity	443	
Current Cases for Follow-up	143	
Weed Complaints	255	0
Parking Violations/Abandoned Vehicles	48	31
Parking Front Yard	2	2
Garbage Complaints	5	0
Junk and Vehicles on Property	10	0
Littering	0	0
Theft of Services	2	0
Graffiti	17	0
Graffiti Cleanup	15	
Animals at Large (not dogs)	4	1
Dogs at large	52	7
Dog a nuisance	15	0
Vicious Dog Designation	0	0
Cruelty to Animal	4	1
Dogs Taken to Ani Care	25	
Total Court Appearances	0	
Abatements Completed	17	
Billing Sent	\$3,435.65	
Revenues Received	\$2682.41	

**Notes:**

Officer Billy Carter started in May and is just finishing up on some mandatory training.

# ONTARIO FIRE & RESCUE



## *JUNE 2015 ACTIVITY REPORT*

## **Emergency Medical:**

**City -156-**

**Rural -15-**

(Types of medical calls responded to: Self-inflicted burn injury, falls with injury, fall lift assists, medical emergencies, medical alarms, assaults to name a few).

## **Hazmat Team Calls: -1- Spray plane crash\***

## **Fire Related Emergency Calls:**

**Rural -10- RURAL GENERAL ALARMS = -7- MUTUAL AID -3-**

- 1 – Electrical outlet short *Duty crew handled*
- 1 – Controlled burn out of control\* *General Alarm sounded for crew of 2*
- 2 – Mutual Aid grass field fire to Payette Rural\* *General Alarm sounded for both*
- 1 – Mutual Aid to Vale Rural for structure and haystack fire\* *General Alarm sounded*
- 1 – Tree fell on power line / *Duty crew handled*
- 1 – Vehicle fire inside freeway tunnel\* *General Alarm sounded*
- 1 – Reported grass fire – controlled burn with a permit *Duty crew handled*
- 1 – Grass fire / illegal burn\* *General Alarm sounded*
- 1 – Grass fire / I-84 & River Street – Snake River Island transient camp\* *General Alarm sounded*

**City -19- CITY GENERAL ALARMS = -1-**

- 1 – Yard fence fire\* *General Alarm Sounded (Duty Crew handled)*
- 1 – Agency assist – canceled prior to arrival.
- 1 – Grass fire in back yard\* *(Duty Crew handled)*
- 1 – Citizen complaint – unauthorized burning *(Duty Crew handled)*
- 1 – Outside planter box & weeds *(Duty Crew handled)*
- 2 – Alarm activation – no fire *(Duty Crew handled)*
- 1 – Alarm activation – cooking set off alarm – no fire *(Duty Crew handled)*
- 1 – Dispatched to illegal burn / nothing found *(Duty Crew handled)*
- 1 – Illegal night burn-no permit *(Duty Crew handled)*
- 1 – Power transformer failed / grass fire below *(Duty Crew handled)*
- 4 – Fire alarm activation / construction project – canceled\* *(Duty Crew handled)*
- 1 – Backhoe fire
- 2 – Alarm activation / no fire
- 1 – Police assist *(Duty Crew handled)*

**\*In narrative section**

**6/4/2015 "CITY" 990 SW 4<sup>th</sup> Street "GENERAL ALARM SOUNDED & CANCELLED"**

(Duty Crew handled) Command 100 and Rescue One responded

Rescue One dispatched for a grass and fence fire. Prior to leaving the station a *General Alarm* was sounded for a structure fire at the same address. Command 100 arrived on scene and reported an approximate 5' x 20' grass and debris area, 20' section of fence, and a small portion of an 8' x 10' storage building on fire and cancelled the *General Alarm* response. A bystander stopped and started extinguishing the fire with a garden hose prior to our arrival. Rescue 1 crew pulled a 1" booster line and attacked the fire from the back yard (north) side focusing the attack on the storage shed. Only a small portion, approximately 5' of the east wall was on fire. The shed, fence, and grass fire extinguished quickly and additional units were cancelled prior to coming in route. Lt Montgomery interviewed the occupants while FF Benson mopped up the fire scene. A minor occupant told Lt Montgomery that she was burning her homework in a fire pit approximately 40' from the fire area.



**Young occupant was burning homework in fire pit & left unattended. Burning debris blew into dry vegetation nearby causing the uncontrolled fire.**



**Exterior fence and small storage shed was damaged when exposed to the grass fire. Damage contained to the exterior wall of shed but fence was heavily damaged.**



**The fire spread to the south side of the fence causing heavy fire damage to the fence and extending into a debris pile. The vehicle was not damaged.**

**6/11/2015 “RURAL” *Mutual Aid to Payette* 156 responded with a crew of 4** Payette fire requested mutual aid from Ontario Fire for a brush fire. Rural brush truck 156 responded code 3 with a crew of 4. Upon arrival Payette Fire command directed 156 to the head of the fire to relieve a Payette brush truck until 156 water tank was empty. 156 emptied 2 additional tanks of water mopping up the perimeter. 156 was then released from the fire by Payette command.



**Fire threatened several homes in the area / all were saved. (Photo from Brush 156 dash camera)**



**Fire line when Brush 156 entered into the suppression effort. (Photo from Brush 156 dash camera)**

**6/12/2015 "RURAL" Mutual Aid to Vale Rural 155 responded with crew of 4**  
Dispatched for mutual aid to Vale Rural for a structure, grass, and haystack fire. Vale requested an engine and manpower, went en-route with a crew of four. While en-route Vale also requested an additional water tender which we could not provide. Arrived on scene to find a small residential structure, ordinary construction, fully involved as well as approximately 3 acres of grass and a 600 ton haystack. One other residential structure was also threatened. Checked in with fire command and sent three firefighters to assist with extinguishment in the fully involved structure. FF Benson supplied Vale's first in engine with water and also set up a 2-1/2" fill station for brush trucks. Vale and Payette tenders supplied pumper/tender 155 with water throughout the incident.

**6/12/2015 "RURAL" 733 SW Sunset Drive Tree on power line Duty crew handled**

Responded to report of a tree that fell across electrical service wires, shorting out residential house electrical service, no fire, arcing only. Standby until Idaho Power arrived on scene and cut electricity.

**6/13/2015 "CITY" 183 East Idaho Ave, Planter box (Duty Crew handled with Rescue 1)**

Responded to a call of a small fire in an alley behind a business. Upon arrival, observed a small fire in about an 8x10 planter box enclosed by railroad ties. The railroad ties and some of the contents were on fire. We extinguished the fire with water. Some of the railroad ties were pulled apart in order to extinguish the fire between them. The business next to the fire location was closed, and we were unable to locate the RP.

**6/18/2015 "RURAL" Snake River Island / transient camp General Alarm / mutual aid from Payette Rural Rescue 1 and Brush 156 Responded**

R1 was paged for a fire on the Snake River Island near I84/Union Pacific railroad tracks. On scene R1 found app. 1/2 acre of brush and trees burning near the transient camps along the river. R1 moved locations from the end of River Street to the I84 over pass near Ore-Ida foods. R1 let the fire burn up to the freeway and around the east side of the overpass until it burned itself out. R1 called for a general page for additional help along with a mutual aid page to Payette for a brush truck. R1 stopped the fire at the west side and had the fire contained at that point. When the additional help arrived R1 assisted with the mop up. The last unit cleared the scene at 1416 hrs.

**6/19/2015 "CITY" 650 College Blvd TVCC Vo-Tech Building Duty crew handled with Rescue 1**

Dispatched to 650 College Blvd for report of alarm activation, pull station Vo-tech building. On scene RP stated that a student accidentally pulled a pull station upstairs in the Vo-tech building. Maintenance arrived and reset the pull station and reset the alarm. Rescue cleared.

**6/20/2015 "CITY" 213 NW 3<sup>rd</sup> Street Grass fire in back yard** Duty crew handled with  
Rescue 1

Dispatched to a grass fire in a residential back yard, arrived on scene to find the back yard of a residence partially involved. The owner of the residence and a friend were on scene extinguishing the fire. The owner stated that the fire was never out of control and that they had been burning weeds. A propane torch was being used to ignite the weeds. The back yard was approximately 1/10 of an acre. FF Justus used a booster line to help extinguish a few areas still actively involved and then explained the city's burn permit requirement. The owner stated that she lived out of town and that this property was an unoccupied rental. She also stated that she was unaware of the burn permit requirement. FF Benson took pictures while FF Justus acquired contact information from the owner.



**6/21/2015 “RURAL” 2576 Sunset Drive Grass fire “General Alarm” Rescue 1, Brush 156 and command 100 responded.**

Rescue 1 dispatched to a grass fire that was out of control in the wind; arriving on scene to find a fire that had been knocked down by the resident. Tenant was burning illegally without a burn permit. The wind spread the fire into a pile of debris than spread to cheat grass which burned around several grain silos. Continued mopping up until fire was completely out. Advised tenant that in the future he needed a burn permit prior to burning and to never leave the fire unattended. 156 assisted on the call with 2 firefighters. All units cleared the scene.



**Fire started in front of dwelling, occupant burning weeds without a permit and fire got away.**



**Occupant burning grass in front area and allowed fire to get away burning around grain silos.**



**Fire spread quickly to the west around grain silos.**



**Fire spread in dry vegetation around silos and other equipment.**

**6/24/2015 “CITY” 702 Sunset Dr. Skid Loader fire** *Duty crew handled with Rescue 1*  
R1 paged for a backhoe on fire with flames showing, on scene R1 found a New Holland skid steer with flames showing on the right side towards the rear. R1 crew knocked the flames down quickly, FF 142 removed the rear engine cover and FF 145 finished putting out the fire. FF 142 removed the right hand engine cover and cut the negative battery cable. R1 cleared the scene at 2249 hrs.

**Skid Loader burning as  
Rescue 1 pulled onto the  
scene. Loader was near  
fence (arrow).**





**Photo from Rescue 1 dash camera upon arrival. Loader center against fence.**



**Loader in the daylight. Fire originated in the engine compartment under the seat.**

**Photo of fire area under the seat with driver seat lifted up. Undetermined cause.**



**6/23/2015 “HAZMAT CALL” Crop Duster Plan Crash, Nyssa Two hazmat techs responded with the Hazmat Suburban and 16’ support trailer.**

Ontario Hazmat Team was dispatched to a crop duster that went down in Nyssa. The concern was the fuel and spray product may be leaking due to the plane’s damage. The team responded with two hazmat team members, 14 A suburban and 16’ trailer. Upon arrival team met with the IC Captain from Nyssa Fire Department. He handed off the product information which included Radiant, Insecticide and Reaper Pesticide. Wearing turnouts and SCBA one team member made entry. Noted that the fuel had leaked out and absorbed into the ground. There was no runoff from the fuel. The product was mainly absorbed into the ground. Team opened the hatch for the product and noted that it was empty. It appeared the bottom of the plane was ripped off. There was about two gallons of product that had not absorbed into the ground. Team gave a size up to the IC, told him all the product and fuel from the left wing had leaked out, unsure of the right wing which may have still have fuel but was not leaking. IC contacted a cleanup company. This was also on Union Pacific Railroad right of way.



## **FIREFIGHTER DRILL:**

### **6/23/2015 Port-A-Tank water shuttle and pumper drill.**

Crews drill on setting up tandem portable water tanks, drafting water from tanks with pumper and using tenders to shuttle water keeping tanks full supplying fire water to Master Stream appliance. Engineers were able to practice pumper operations using onboard tank water and transferring to tank suction without losing pump prime or disrupting fire flow.



**Crew sets up pumper draft operation from tank #1.**



**Tender 155 dumps first load of water into Port-A-Tank #1.**



**Crew working to deploy Port-A-Tank #2 which would double the onsite water capacity.**



**Tender 159 unloads water into Tank #2. Crew had connected the two tanks together so water could flow from tank #2 into Tanks #1. With further practice this will be a timed drill so firefighters are ready for an actual fire event.**



**Master Stream appliance is in operation (left center). Water shuttle with tenders is required to maintain the pumper firefighting capability.**



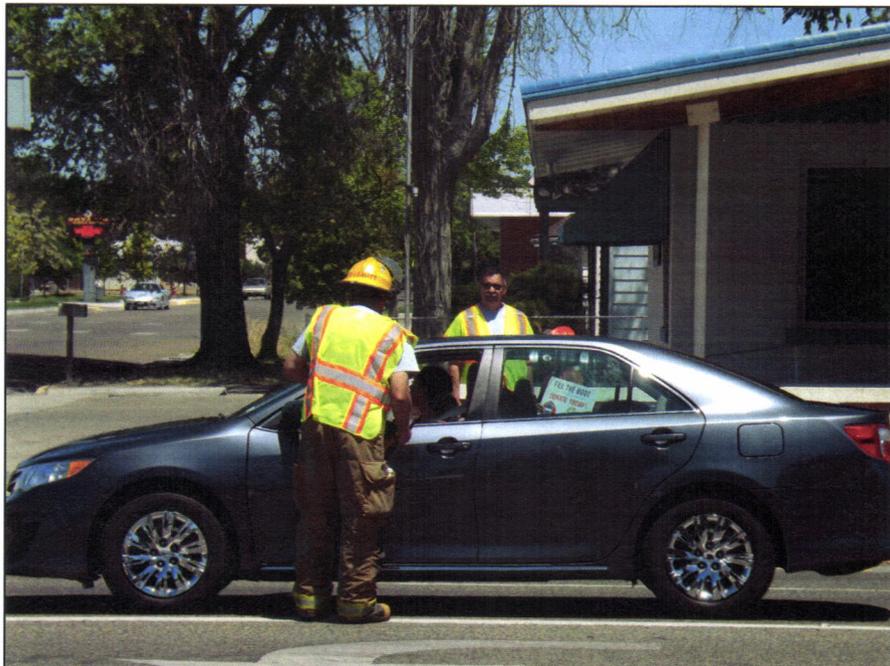
**Second water drop from Tender 155, master stream continues operation with good fire suppression flow.**



**Master stream appliance in operation flowing approximately 200 GPM. The appliance also has an oscillator that will automatically sweep the fire stream from side to side.**

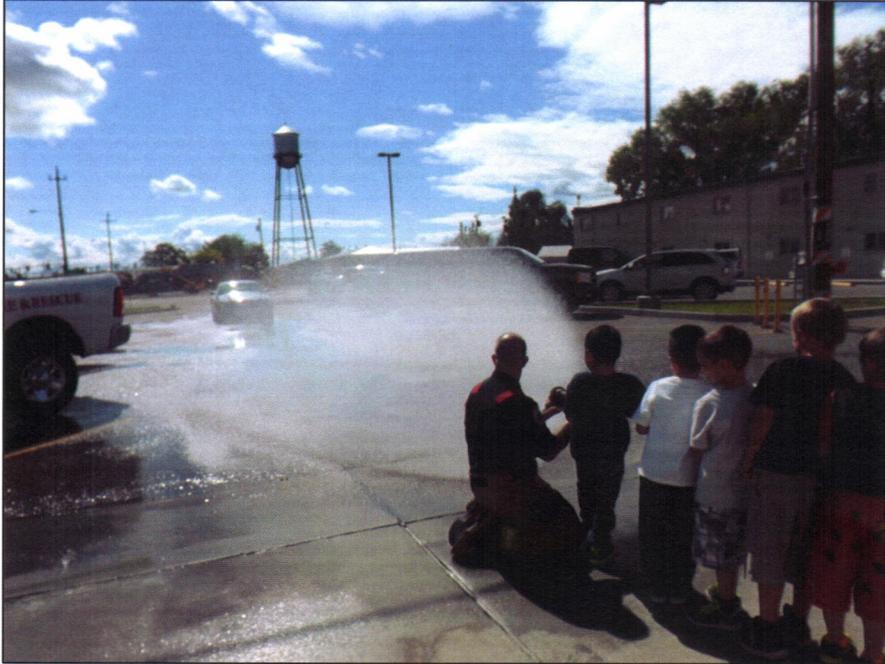
## **COMMUNITY INVOLVEMENT:**

**6/13/2015 MDA Fill the Boot -** Fire staff worked the intersection of SW 4<sup>th</sup> Street and SW 4<sup>th</sup> Ave taking handouts from motorist. This was our first time participating, and we were able to raise \$2,700.00 in 4 hours.



**STATION TOURS:**

**6/2/2015 Aiken Kindergarten classes (53 students) - Both classes toured the Fire and Police departments.**



**Students trying to “wash” the City Manager’s car.**

**BURN PERMITS ISSUED:**

**City Open Burns      7**  
**City Barrel Permits   0**

**Rural Open Burns     59**  
**Rural Barrel Permits   6**

**FIRE PREVENTION / INSPECTIONS: 3**

# ch2m.

## Public Works



City of Ontario, Oregon

June 2015

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## **Field Services: Streets and Collection/Distribution**

Collection and Distribution staff is responsible for Sewer Collection and Water Distribution throughout the City. Water Distribution duties include maintenance and repair of approximately 97 miles of water lines and 3,625 services which include service installations, mainline installation, meter reading, maintenance of more than 600 fire hydrants, and valve exercising of more than 1,700 water valves.

Sewer Collection duties include maintenance and repair of approximately 78 miles of sanitary sewer lines within the City. Responsibilities include constructing new pipelines, cleaning all gravity sanitary sewer lines, repairing or replacing sanitary sewer lines as needed, providing line locations for all water and sewer lines, and maintaining eight lift stations plus a barscreen and one lift station from Snake River Correctional Institution. The City has approximately 56 miles of storm drain collection lines and 1,450 catch basins throughout the City limits. Duties include Storm drain maintenance and repair, cleaning of approximately eleven miles of Storm drain lines and cleaning the catch basins.

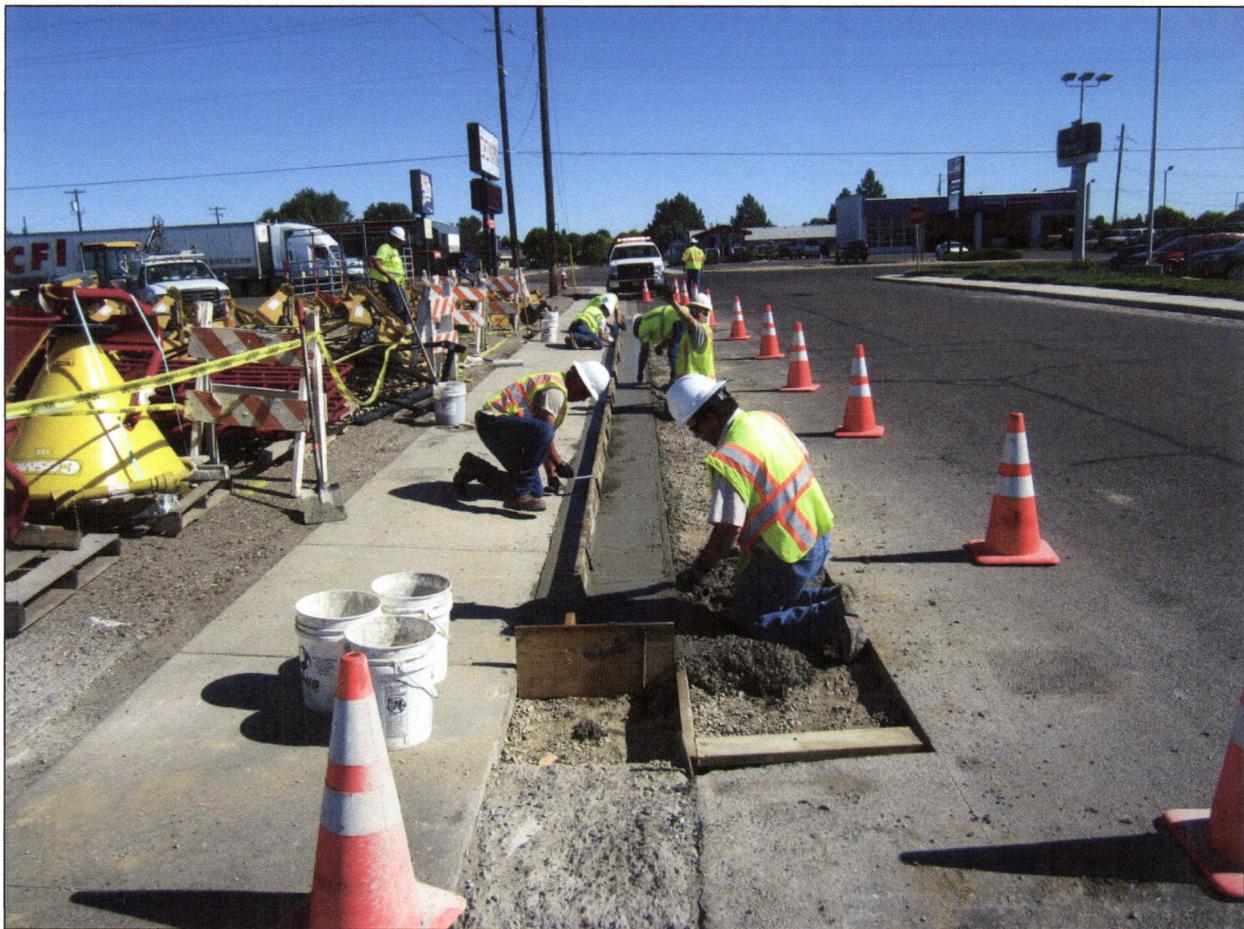
The Street Maintenance Division maintains more than 122 lane miles of improved streets and more than 9 miles of alleys. The street department is responsible for resurfacing, repairing and maintaining the streets, installing and maintaining street signs and markings, tree trimming, repairing all established pavement markings. The division also completes excavation and repair of deteriorating streets, gravel road grading, street sweeping, crack sealing, chipsealing, snow removal and sanding during the winter months, and weed control along the alleys. Street Maintenance staff assists the Chamber of Commerce by putting up decorations on street lights during the Christmas season and replacing them with the regular decorations when the season is over.

As part of the Street Division's maintenance program, crews chipseal street surfaces in the summer to protect them from water and weather damage and to keep them in good condition. A chipseal maintains the existing pavement, delaying further aging due to water and sun; and provides a moisture barrier and corrects existing pavement problems by sealing cracks. A chipseal application provides substantial savings to taxpayers and should last a minimum of eight years with minimal maintenance required. The City chipseals approximately 7 miles per year.

The following is a brief detail of Field Services and Collection/Distribution activities for the month of June:

- Moved excess dirt at the Ontario Municipal Airport for car race
- Completed annual lift station building inspections
- All field staff completed traffic control training and recertified their flagger cards
- Replaced 300 feet of curb and gutter in Maintenance Area No. 5
- 2 staff members drove for the county's chip seal program June 22<sup>nd</sup>- 25<sup>th</sup>
- 2 water main line leaks were repaired due to contractor damage
- 7 traffic-rated meter box lids had concrete collars poured around the lid to secure it
- 2 meter boxes were replaced due to broken lids

- 53 line locates were completed in June
- Chip seal prep in Maintenance Area No. 5 (manhole, valve box and street sign inventory)
- Weekly lift station and building inspections
- Weekly vehicle checks
- 1 water service leak was repaired
- 1 stop sign pole was replaced for being run over by a vehicle NE 4<sup>th</sup> St/NE 2<sup>nd</sup> Ave
- Weed trimming and spraying throughout the city's right of way
- Downtown was swept 4 times (weekly)
- 43 water services were turned on by customer request
- 32 water services were shut off by customer request
- 47 water services were shut off for non-payment
- 38 water services were turned back on for payment received
- 9 water services had repairs done to the MIU or register not working
- 31 water services were read only for on/off customer request
- 16 water services were shut off for by request for customer repairs
- 12 water services were checked to make sure leaks were repaired on customer's side of the meter



Field Services crew repairing curb and gutter on SW 19<sup>th</sup> Street in Chip Seal Maintenance Area No. 5.



Left Photo: Justin Apodoca (left) and Seth Blackburn finish concrete on SW 19<sup>th</sup> Street.

Right Photo: Leo Rojo waits for a load of road mix before running the plate compactor and forming the new curb and gutter.

Bottom Photo: Leo Rojo and Jeremy Delehant smoothing out road mix.

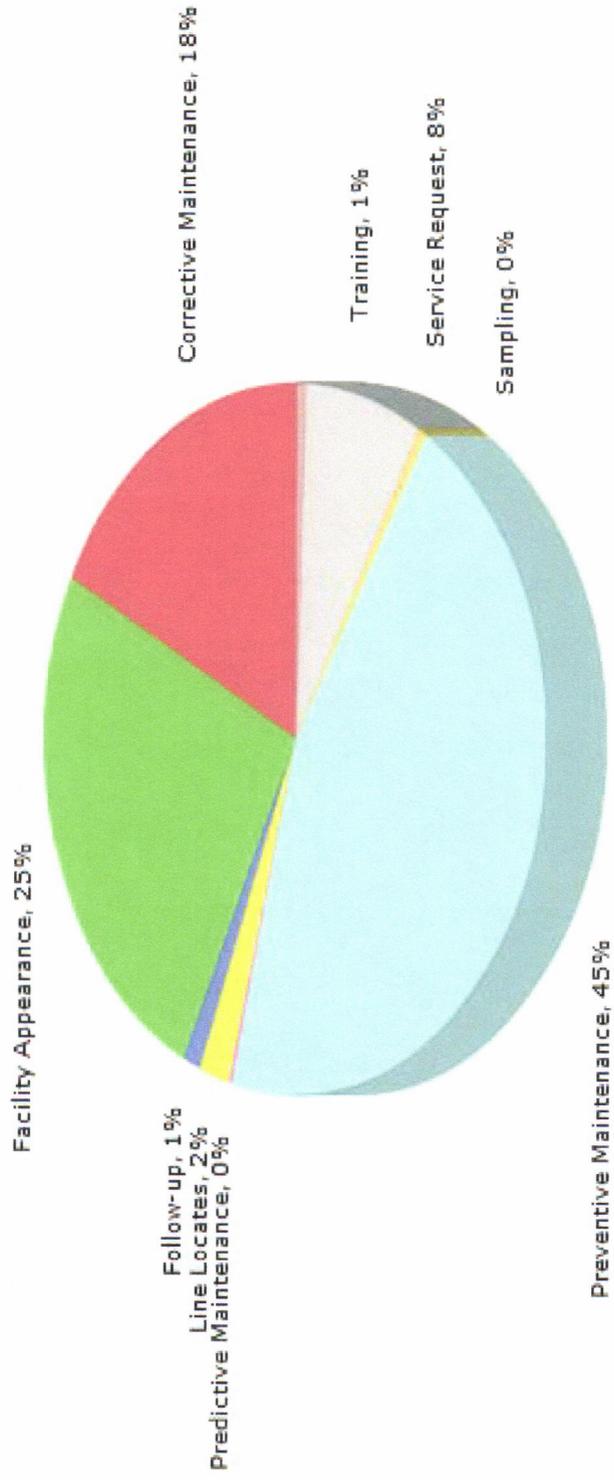




Top: Aaron Huska, running the back hoe, hauls garbage from the golf cart storage to the dumpsters.  
Below: Dawn Eden and Kelly Schmidt carry a garbage can to the dumpster at the Ontario Golf Club.



Work Order Actual Hours by WO Type



## Water / Wastewater Activity Summary

### Water:

Critical water treatment plant performance parameters are shown in the table below. We delivered an estimated 44 million more gallons of water in June than we did in May. This flow is estimated based upon river water measurement and well water production since the Westside meter was non-functioning for a period. The meter has been repaired and is fully functional again. Average filter run times were down reflecting the increased material in the river water this time of year. As predicted last month, the cleaner river water resulted in shorter filter run hours. This month we had 12 days where the plant produced in excess of the sustainable production capacity of 8.3 million gallons (MG) and five days where we had to rely heavily on stored water.

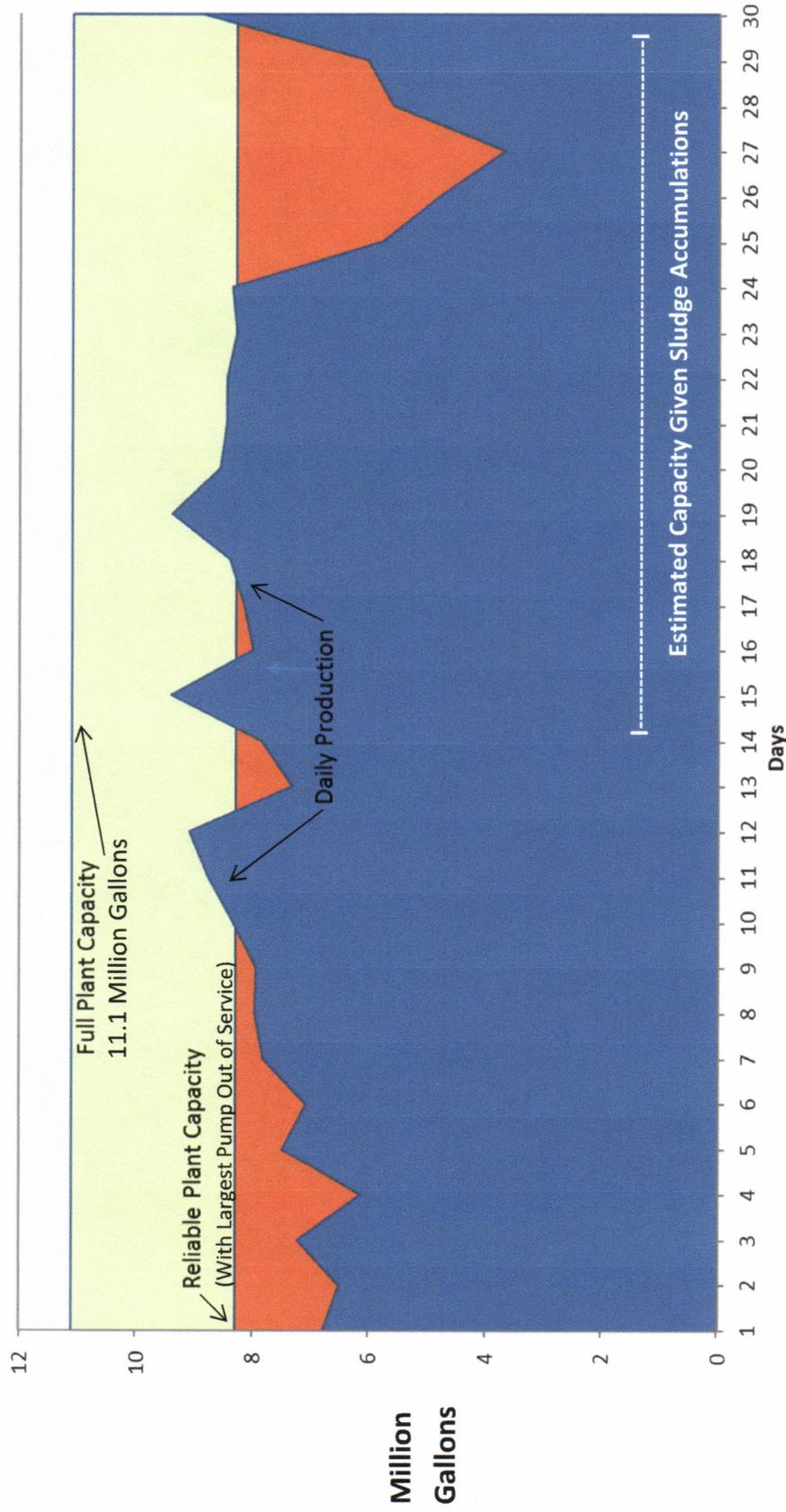
Parameter	This Month	Last Month	Difference
Gallons Delivered (Millions) [Est.**]	226	182.6	Est. 44 20%
Old Filter Plant Incoming Water (MG)	173.5	149.3	24.2 +16.2%
Filter 1 Range (Hours)	24.5 – 56.3	53.6 – 74.4	down
Filter 1 Average (Hours)	41.5	62.6	-21.1
Filter 2 Range (Hours)	18.0 – 36.4	32.9 – 43.9	down
Filter 2 Average (Hours)	23	32.9	-9.9
New Plant Incoming water	79.4	49.2	44.1 +125%

\*\*Delivered gallons are estimated because of failure of the Westside effluent meter.

The following is a brief detail of activities for the month of June:

- Received Social leadership training.
- Initiated “Pre-Task Planning” protocols throughout the plants.
- Repaired auxiliary disinfection system at Bench Reservoir.
- Participated in Idaho Power “Flexpeak” program during heat of June.
- Worked with St. Alphonsus facility management crew to secure cold water to help with the June hot weather.
- Experienced two power outages as a result of faulty wiring; these were repaired promptly.
- Experienced failure (about 14 days) of the Westside effluent meter; this was repaired as quickly as feasible and is back online.
- Repaired forklift leaking seals and controls.
- Removed old plant filters from service to complete repairs of the flight drive chain.
- Participated in regional process meeting.

# Demand vs. Availability June 2015



Note: Daily production June 14 - June 30 is estimated because of failed flowmeter

- Replaced potassium permanganate chemical feed pump.
- Reviewed specifications for chemical feed equipment.
- Experienced a single positive bacteria event. Responded by multiple repeat sampling events and confirmed no water quality violation occurred.
- Reviewed expanded grounding requirements for high horsepower service pumps with pump specialists and electrician.
- Completed Idaho Power “Flexpeak” application for management of peak power demand.
- Coordinated with Idaho Power on revised meter and service access with added security fence.

**Wastewater:**

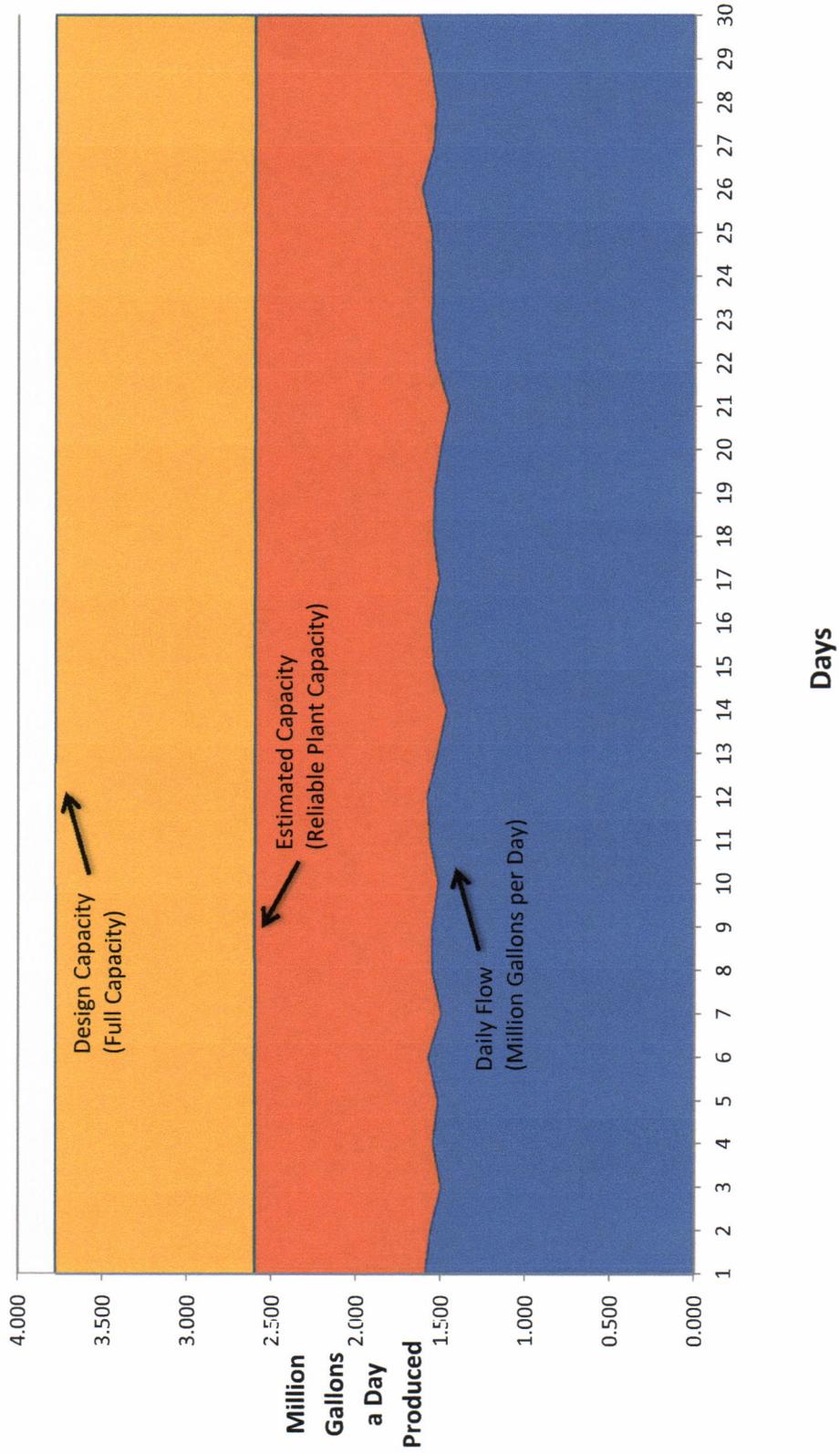
The table below shows an overview of the operational and treatment parameters for the June compared to May. Average flow remains stable and low. In June we are prohibited, by permit, to discharge to the river and we have sufficient water stored at Skyline reservoir for ongoing farming operations. Therefore, there was no river discharge for this month and no need to record effluent biochemical oxygen demand (BOD), effluent total suspended solids (TSS) and E-coli.

BOD and TSS influent concentrations were pretty much typical for Ontario. We had no violations or incidents of significance this month.

Parameter	This Month	Last Month	Difference
Total Million Gallons (MG) received	46.2	48.5	-2.3
Total Discharge (MG) – to Skyline	26.1	5.7	20.4
City Flow (MG)	37.4	39.7	-2.3
SRCI Flow (MG)	8.8	8.8	-
Influent Pollutant Load biochemical oxygen demand ( BOD mg/L)	200	175	25
Effluent BOD (average)	N/A*	N/A*	-
Influent Solids total suspended solids (TSS)	173	N/A*	-
Effluent Solids (Average TSS)	N/A*	N/A*	-
E- Coli (Geomean – most probable number)	N/A*	N/A*	-

\*N/A – Not Applicable. Parameter not a permit requirement in summer.

# Wastewater Treatment Flows June 2015



The following is a brief detail of activities for the month of June:

- Installed new bearing seal on 250 HP Skyline delivery pump.
- Initiated Pre-task protocols for repair and maintenance tasks.
- Pulled and serviced Skyline auxiliary upper pivots pump. Replaced seal and motor.
- Eliminated possible cross connection at WWTP.
- Assisted engineering with system bypass for manhole rehabilitation project.
- Participated in Idaho Power "Flexpeak" program on June 30.
- Troubleshooting and service for Pivot No. 2 at Skyline.
- Prepared monthly Daily Monitoring Report (DMR).

## **Facility Maintenance Summary**

The following is a brief detail of activities for the month of June:

### **Facilities:**

- Worked with CH2M Boise and YMC (Young Mechanical Corporation) to conduct system performance evaluation separate from other control parameters.
- Bypassed control schedules for operation tests – this may result in increased power consumption.

## **Parks & Cemetery Activity Summary**

The Ontario park system consists of both active and passive recreational areas. There are four neighborhood parks, one community park, one large urban park and numerous special use sites in the park system. In total, the City owns 13 park and recreational areas representing more than 1,012 acres of land. The City also owns the skateboard park.

The following is a brief detail of activities for the month of June:

- We had 5 burials in June at Evergreen Cemetery and 1 at Sunset Cemetery.
- We mowed 77 hours in the cemeteries and 158.5 hours in the parks this month.
- We are watering the flower pots downtown 5 times a week now.
- Snake River Correctional Institution (SRCI) work crew have weed trimmed around the head stones in Evergreen and Sunset cemeteries.
- We installed the new underground sprinkler system at Sunset Cemetery.
- Started mowing the weeds out at the old golf course and the Airport Municipal Airport.
- We planted 9 new trees at Ontario City Hall.
- We replaced the chains and brackets on the swing sets at Lions, Eastside and Laxon parks.

## **Engineering Division Activity Summary**

The Engineering Division reviews plans for construction of public improvements, maintains the City's mapping system, and manages the engineering projects within both the Capital Improvements and Maintenance Programs. The department provides technical support to residents, developers, builders, other City departments and consulting engineers and surveyors. The staff reviews and approves construction plans for subdivisions, partitions, streets, sanitary sewer, water lines, and storm drainage construction projects. They also design projects, prepare bid documents for public works maintenance projects and provide project management for public improvements.

The Geographic Information System (GIS) database is maintained by Engineering Department staff. The department also maintains and updates the record maps for all City utilities, right-of-way, easements, land division plots and City base maps.

The following is a brief detail of activities for the month of May:

- Right of Way permits issued: 4
- Geographic Information System Inquiries/Maps: 30 maps, including updated Fire Hydrant location books for all the trucks and updated address books.
- Preliminary Design Advisory Committee Meetings (PDAC):
  - Partition – Ridge View Subdivision
- Fence/Right of Way/Development inquiries –
  - Coordination meeting with Idaho Power for street light discontinuance
  - Meeting with Glen Becker from Windwave regarding pavement patching on SE 5<sup>th</sup> Avenue and SE 9<sup>th</sup> Avenue
  - LID 48 discussion
- Participated in City Golf Course Cleanup Day
- Inspections: 10
- Development/Right of Way Questions: 30

System Development Charges tallied (but not collected due to moratorium):

	Trans. SDCs	Water SDCs	Sewer SDCs	Monthly Total
July 2014	\$19,857.56	\$975.00	\$962.00	\$21,794.56
August 2014	\$0	\$0	\$0	\$0
September 2014	\$0	\$0	\$0	\$0
October 2014	\$7,250.81	\$0	\$0	\$7,250.81
November 2014	\$113.04	\$1,950.00	\$481.00	\$2,544.04
December 2014	\$0	\$0	\$0	\$0
January 2015	\$0	\$0	\$0	\$0
February 2015	\$0	\$0	\$0	\$0
March 2015	\$0	\$0	\$0	\$0
April 2015	\$1551.70	\$0	\$0	\$1,551.70
May 2015	\$0	\$975	\$481	\$1,456
June 2015	\$1,500.79	\$975	\$481	\$2,956.79
<b>Totals</b>	<b>\$30,273.90</b>	<b>\$4,875.00</b>	<b>\$2,405</b>	<b>\$37,553.90</b>
	<b>Transportation</b>	<b>Water</b>	<b>Sewer</b>	<b>Total</b>

- Water Treatment Plant (WTP) Improvements – Continue coordination with Murray Smith and Associates (MSA) regarding final design on WTP improvements. MSA provided several specifications for prepurchase items for the construction projects.
- Sanitary Sewer Improvements – Completed final drawing review for bid set from Anderson Perry and Associates. Worked with them to modify bid schedule to reflect deductive alternates. Project has been advertised.
- Manhole (MH) Rehabilitation on Wastewater Treatment Plant (WWTP) Dike – Preconstruction meeting completed, construction successfully started and completed in 10 day period. Through value engineering process, project came in approximately \$17,000 under original bid amount. Invoice approved and payment being brought before council.
- East Side Tank – Beginning final design development – Continue coordination with structural team. Work will not begin until late fall, as water demand drops off.
- WWTP Structural Hoist Review – Collected information, drawings and photos, of hoist at WWTP to confirm structural capacity. Review partially completed.
- Ontario Aquatic Center – Conducted review of pool with YMCA staff and then met to discuss technical findings. Prepared for follow up meeting with City’s pool committee.
- City Hall HVAC – Continued discussions with YMC (contractor reviewing heating/cooling system at City Hall) and continued to have them refine changes to the system to eliminate possible problems.
- Public Works Committee – No Public Works Committee meeting held (no quorum).
- Capital Improvement Project (CIP) Management –
  - Met with staff to strategize plan for work to be conducted over the coming fiscal year based on the finalized Capital budget.