

URBANA CITY COUNCIL
REGULAR SESSION MINUTES – SEPTEMBER 13, 2011

Council President Marty Hess called the Tuesday, September 13, 2011, Regular Session Meeting of the Urbana City Council to order at 7:00PM, in Court Chambers / The Municipal Building.

Attendance: All Councilmen were present (*Mr. Larry Lokai entered the Meeting at 7:31PM).

City Staff in Attendance: Mayor Ruth Zerkle; Mr. Bruce Evilsizor, Director of Administration; Mr. Lee Williams, Finance Director; Mr. Doug Crabill, Assistant to the Director of Administration; Mr. Chad Hall

In audience: Ms. Chris Boettcher; Interim Police Chief Matt Lingrell; and Interim Fire Chief Phil Kellenberger

Roll Call and Pledge of Allegiance

Approval of Minutes

Mr. Robert Thorpe moved to approve the UCC Regular Session Minutes (August 23, 2011); Mr. Bill Bean seconded. Motion carried without objection.

Communications

Mr. Thorpe moved to approve the following:

1. Correspondence (August 23, 2011) from the OH Dept. of Liquor Control regarding Application – JW Doss Ltd., DBA Verde Food & Wine, 115 Miami St. & Patio, Urbana
2. Urbana Design Review Board Minutes (June 27, 2011)
3. Urbana BZA Minutes (June 27 and July 25, 2011)
4. Urbana Planning Commission Minutes (July 5 and August 8, 2011)
5. Urbana Shade Tree Commission Minutes (July 2011 - #97)
6. Notification of filing of Audit Report from Dave Yost, OH Auditor of State via email (September 2, 2011) to the Urbana City Council Office – w/ attachments: Single Audit for the Year Ended December 31, 2010 / City of Urbana, Champaign County; Transmittal Letter to Lee Williams, Finance Director; and Management Letter from Dave Yost, Auditor of State

Mr. Bean seconded. Motion carried without objection.

Discussion –

Mr. Al Evans (to Mr. Lee Williams) requested that time be set aside at the upcoming Work Session to discuss the Audit Report. Mr. Williams agreed that this could be added to the Agenda.

Administrative Reports – Board of Control

1.

Mr. Eugene Fields moved to authorize a purchase order to Allied Waste Services in the amount of \$8,523.40 for multiple landfill containers for cake sludge disposal for July 2011 (This will be charged to the WWTP, and is not in the 2011 Budget); Mr. Steve Shaw seconded. Motion carried without objection.

Discussion –

Mr. Chad Hall stated:

“This is basically a yearly thing—this year was exceptionally high for landfill cake (with the excessive high flows that we had there for about 6 or 8 weeks)...basically, this comes down to a capacity issue...there’s not enough liquid storage.”

Mr. Fields discussed the dumping station.

Mr. Evans questioned whether this additional sludge goes through The Microwave, and also asked, "Wouldn't running it through The Microwave reduce the volume?"

"Yes—it would, but we just don't have enough days/hours—we were wasting anywhere from 60-90 thousand gallons a day," Mr. Hall answered. "On a normal day, we'd only waste about 20, so we were dealing with three times the amount of volume. We just couldn't keep up."

Mr. Kerry Brugger asked, "Is this something that's going to be in the budget next year?"

"We normally have money set aside for it—just not enough for this year," Mr. Hall replied, referring to the 2010 expenditures (\$18,000).

"The thing you've got to remember here is that he had a capacity issue, but along with the capacity issue he had a capacity improvement in revenue," said Mr. Williams. "His septage receiving revenue is up, so that's another contributor in addition to the wet Spring...he had this capacity issue."

Mr. Shaw asked, "These multiple landfill containers—are they going to be something you're going to keep?"

"No—they bring in a container a day, and fill it," said Mr. Hall.

2.

Mr. Bean moved to authorize a purchase order to Urbana Materials in the amount of \$10,000 for the purchase of water system material supplies (This will be charged to the Water Department, and is not in the 2011 Budget); Mr. Thorpe seconded. Motion carried without objection.

Discussion –

Mr. Thorpe questioned what is needed in the way of supplies.

"More gravel," answered Mr. Hall, referring to the digs.

Mr. Williams noted this as the 2nd request at \$10,000.

"If you've got to dig—you've got to fill it back up," Mr. Evans commented.

3.

Mr. Fields moved to authorize the write-off of a CDBG Revitalization Loan in the amount of \$7,349.98 for property located at 247 Twain Ave. (This is the result of an estate settlement, and the City now owns the property); Mr. Thorpe seconded. Motion carried without objection.

Discussion –

Mr. Williams stated, "This is the result of a deceased citizen of our city—this property was turned over to the city—so what we've done is we've written off a loan, and in exchange for that we've added an asset (which is the value of the lot)...so basically it's the trade of an asset (it's the trade of a receivable for land). It says it's a write-off, but it's really a reclassification on the balance sheet."

"Is the property worth that?" asked Mr. Fields.

Mr. Williams replied, "I think on the tax books, it's \$7,500—so I would think so."

Council President Hess asked, "So this wasn't an out pay, it was just to forgive the loan?"

Mr. Williams indicated it was a loan forgiveness with no money paid out.

4.

Mr. Fields moved to authorize the Director of Administration to accept the base bid from LeVan's Excavating, Inc. for the So. Main St. Water Main Improvements, and to enter into a contract in the amount of \$402,241.60 for this base bid (This was the lowest

responsible and responsive bid of 7 bids that were received / This item is not in the 2011 Budget – Bid Tabulation was attached); Mr. Brugger seconded.

Motion was made by Mr. Bean to TABLE this item; Mr. Thorpe seconded.

Roll call vote to approve TABLE : Mr. Brugger, no; Mr. Shaw, no; (Mr. Lokai absent for this vote); Mr. Thorpe, yes; Mr. Bean, yes; Mr. Fields, no; Mr. Evans, no (*4 – No, 2 – Yes) Motion not passed.

With the original motion made by Mr. Fields and Mr. Brugger...

Roll call vote to approve: Mr. Shaw, yes; (Mr. Lokai absent for this vote); Mr. Thorpe, no; Mr. Bean, no; Mr. Fields, yes; Mr. Evans, no; Mr. Brugger, yes (3- Yes, 3- No)

Council President Hess voted 'yes' to break the tie vote, to approve passage.

Discussion –

Mr. Doug Crabill explained:

“This was the So. Main water line—there were 7 bids received, this is the 2nd lowest bid (if you look at your tabulation). The lowest bid was ruled to not be responsive to the bid requirements, and so the 2nd bid has been recommended.”

“What did he fail to...?” asked Mr. Thorpe.

“There’s documents that are inserted in the bid proposal itself (or with the bid proposal) with a statement of bidder’s qualifications...the form was in there, but it was incomplete as far as what was provided,” stated Mr. Crabill. “We had the opposite situation last year with the CT project—we didn’t go with the low bidder (who at that time was LeVan’s) and (because they left something out with their bid as well)...so it’s kind of the same situation, just a year later. There’s about a difference of \$5,000 (I believe) between these 2 bids, if you look at the bid tabulation.”

“The only thing I had a question of why we didn’t give it to the lowest bidder—was it strictly the paperwork screw up?” asked Mr. Thorpe.

“Yes—essentially last year the precedent being set on the other bid (rejecting that bid)—it was essentially the same reason,” answered Mr. Crabill.

“It’s a shame we had to go out of town with it,” Mr. Thorpe commented.

“This was a recommendation—we did meet with the lower of the 2 today to discuss this matter,” said Mr. Crabill.

“What (exactly) was the form?” asked Mr. Bean.

“It’s called a statement of bidder’s qualifications—a form that basically asks who the company is, what their work is, and the two documents that were not complete (that went with that form) was a current contracts on hand, and a itemized equipment list available (that’s one of the questions that goes with it),” Mr. Crabill replied. “The form was there, but the supplements to the form were not included, and the next bidder in line drew that to our attention.”

“Is it important to the bidding process? Is it part of the bidding process?” asked Mr. Bean.

“Basically it’s considered a responsive response to the bid, or a non-responsive, so...I think the feeling was that we required that of the bidder last year, so...we’re essentially sticking with that formality in our bid process,” said Mr. Crabill.

“Correct me if I’m wrong (or if my information is wrong)—that CT job that you’re talking about was a EEOC form, right?” asked Mr. Bean.

“That’s correct,” said Mr. Crabill.

“...and that’s a State form?” asked Mr. Bean.

“It’s a State form,” replied Mr. Crabill.

"...and it has to be done, to comply with the State—correct?" asked Mr. Bean.

"Yeah—it had to be part of..." Mr. Crabill began.

Mr. Bean interjected, "Okay—this form is our form..."

"Correct," said Mr. Crabill.

"...and it doesn't have anything to do with the State—correct?" asked Mr. Bean.

"Correct," said Mr. Crabill. "It's just one of the bid forms that we have in our bid process."

"...and...since...this is basically an informational form, don't we have that information on this particular contractor?" asked Mr. Bean.

Mr. Crabill answered, "Well, that was part of our discussion today. We do have a lot of this information already having had a track record with the contractor—it's just (more or less) the formality of the form being included. So—I mean—I guess the answer to the question is...we can answer...we know the information essentially, so..."

"Are we (because of this error) are we forced to go...bid 2...are we forced to?" asked Mr. Bean.

"I can answer that—there's different opinions out there—I think (you know) you have to maintain the integrity of the bidding process...so we say we need all these documents as part of the bid that's submitted," stated Mr. Bruce Evilsizor. "We need those documents submitted. The Law Director gave us an opinion that it was something that should've been provided...and because it wasn't, then we really needed to move on to the second person (and take a look at that one). It's probably good for the City to maintain some flexibility and that, so that if it's something minor then we can go back and take a look at that...and maybe try to get that information...so it's kind of a balance between having that little bit of flexibility (you don't want a whole lot), but a little bit of flexibility...but then also maintaining the integrity of the bidding process."

Mr. Bean said, "Well, let me ask this question then...if it had been \$50,000 difference (instead of \$5,000 difference), would we still have worked it to the next highest bidder? What would've been our options?"

"That's one of the reasons why you want that little bit of flexibility, so that you can take other things into account," Mr. Evilsizor replied. "I guess we talked about that, but we didn't decide what we would do in that situation."

Mr. Bean said, "You know if we were talking about \$50,000 it would be one thing, but that (\$5,000) we don't have to go to worry about it! Well, I don't know (you know--no matter what) it's the same thing."

"I know something significant like this (something major like this), we really felt that we needed to go with the opinion of the Law Director (proceed based upon his recommendation)," stated Mr. Evilsizor.

"Is there case law based on our own form not being provided to us in a bid (since it's not the State)...and (you're talking about CT—that was a State form—that had to be there)...my question is just, do we have to...if it's an informational form, do we have to follow that same ruling?" asked Mr. Bean.

Mr. Crabill stated, "One thing we are finding beyond these 2 bidders—we had a bidder last year who did the exact same thing (corresponded with us about issues that they had raised with the bid)...basically we...those were discredited, because one was that you had to have two original copies of the bid bond (nowhere in there did it require that), so but that bidder had prompted the question. I think we're seeing more and more where

bidders are challenging other bidders, based on the completeness of their response...so I think that's...I guess that's a concern I have is (you know) that can be an issue going forward, is if we don't hold one to one standard then..."

"But don't we have the right to pick—accept, or reject?" asked Mr. Bean.

"There is a right reserved there," said Mr. Crabill. "Right in the legal act of the project, so..."

"I just think that was a local contractor (you know)—I think it's (I don't know)—maybe it isn't petty, but it's seems to be very petty to throw this bid out," stated Mr. Bean.

"...because he doesn't have an informational form, that we have information on him anyway!"

"Part of the recommendation also was...the possibility of legal expenses (you know) on down the road, if we didn't follow the bidding process like we should...and that could be debated in court...but that was a factor in the Law Director's opinion," stated Mr. Evilsizor. "...and, our consideration was..."

Mr. Bean interjected, "Well, that's why I asked if there was any case law on something like this."

"We'd have to check with Skipp on that," said Mr. Evilsizor.

Mr. Fields asked, "Could you explain to me—didn't you just say that the next bidder brought it to your attention that this form was not in somebody else's bid packet? How would he even know that?"

"When you have a bid opening—the bids are open to public inspection," Mr. Crabill replied. "You lay the bid down on the table, and they're welcome to take a look, and make notes—and we're seeing that more and more!"

"So they're challenging?" asked Mr. Fields.

"Not just this bidder (but as I mentioned), there was a correspondence from another bidder on another project...where they had gone through the bid response, and were looking at things that were...what they thought was incomplete, or left out, or you know whatever may have been (I don't remember all of the details), so..." said Mr. Crabill.

"Thank you, Doug," said Mr. Fields.

Mr. Evans asked, "So what you're telling us is that—if you wanted to decide not to award LeVan's—he could sue us?"

"Yeah—that kind of goes both ways—I guess (you know) just in these competitive bidding type of things where you're looking at high dollar amounts...I guess we've got the possibility of it happening either way, but...yeah, that's a possibility," answered Mr. Evilsizor.

"Even though that—that (like Bill said) this was just one of our forms—not necessarily a...a...are those legally binding forms?" asked Mr. Evans.

Mr. Crabill said, "This one isn't necessarily a legal document as much as it's just part of the bid response. It's a...some of them are notarized—this one's not notarized."

"May I interrupt here? Did everybody else have everything in?" asked Council President Hess. "Did anybody else have anything left out?"

"I've got through the first 2 proposals—I've not gone through the other 5, but I anticipate...I always do, as part of the process...so...I just haven't gone further than..." said Mr. Crabill.

"So the other 2 are—you've already checked the other 2?" Council President Hess sought to verify.

Mr. Crabill said, "I've checked—yes—these first 2 bidders."

"You've only checked these first 2 so far, so you don't know if anybody else has...?" asked Council President Hess. "It might make a difference if somebody else has left it out..."

"But (like I said) how much work has Slagle done for us?!" Mr. Evans said. "We ought to...I would say that we have a pretty intimate relationship with Slagle, for as much work as they do for us. I mean, we should be aware of what...who they are, what they are, and what they have!"

He asked, "I guess my question is—are we opening ourselves up for a lawsuit, if we don't award it to LeVan's?...and I don't think that's a question...You can't answer that question, can you?"

Mr. Evilsizor said, "Well, the Law Director felt that we would be, and he was concerned about the expense of the liability (you know) if we did not (you know) reject the bid, and go on to the next person."

"So basically (what you're saying is), is in order to maintain the integrity of the bidding process you want to make sure that all the contractors understand that they need to complete all the paperwork?" asked Mr. Evans.

"That's really helps (yes), if they submit all of the paperwork (it really helps)...it makes things a lot easier, and it's more defensible in court," said Mr. Evilsizor.

"In all our bids (that we've opened this year) have we held all of our contractors and bidders to the same standard?" asked Mr. Evans.

Mr. Evilsizor answered, "To the best of our ability we have—yes."

"Would that include Germaine Ford (when we bought that truck)?" asked Mr. Evans.

"Their...that information was not in the bid packet, when you opened it," Mr. Evans said.

"Would that be one that you just let slide?"

"But—that was a State bid—I guess (you know), we had the State bid..." said Mr. Evilsizor.

Mr. Evans pressed about the integrity of the bidding process, and asked (again), "So we let that slide? It wasn't an original bid—correct?"

"When we were doing 2 biddings processes at the same time—you know, we did the State bidding process, and we did the...submission of the bids by the local dealers," said Mr. Evilsizor.

Mr. Crabill stated:

"We did just make a change to that process (as a response to what happened with that)—we just bid a truck this week for the Street Department, and it was right in the bid information (of what item it was on State bid)...and what it turned out being...was the truck itself could be evaluated as far as comparable price to State bid, but the equipment on the truck wasn't comparable...so we put that out to the bidders, that we wouldn't be comparing anything other than truck value."

"So...when we bought the truck we had a little bit of wiggle room," said Mr. Evans.

"No—we just opted to reject the bid," Mr. Crabill stated.

"I mean—with the one we bought from Germaine," said Mr. Evans.

"All we did was reject the bid!" Mr. Crabill repeated.

"Okay so—we have an opportunity to reject LeVan's bid, and take Slagle's bid?" asked Mr. Evans.

"If a..." Mr. Evilsizor began.

“Either yes or no to this one—that’s all you have the choice of,” said Council President Hess.

“Okay—that’s all I’ve got,” said Mr. Evans.

Mr. Brugger stated, “It’s a lot of information to try to absorb over the weekend (working through it). This is just one of those pieces where...had we had 1 or 2 more lines of information, some of this conversation may not have happened.”

Mr. Brugger indicated struggling with, ‘Why weren’t we looking at the best responsive.’

“I tore the thing apart, but I didn’t see it,” said Mr. Brugger.

“Right, right,” Mr. Crabill responded.

“If there was a line item (somewhere) that would’ve told us,” said Mr. Brugger.

Mr. Crabill interjected, “I didn’t write this one—the last time we had this, I put something in there so you’d have an idea.”

“I guess the only thing right now that gives me any ‘warm fuzzy’ is the fact that Skipp feels pretty comfortable that he needs to do what we’re doing—the fact that we’re trying to protect the City long-term,” said Mr. Brugger, also noting the City knows what Slagle has/knows the equipment. “It’s in the bid pack, it’s expected...but it’s not a State form, it’s not a legal document in terms of Workers’ Compensation, and all of the other required certificates to do this in Ohio...I struggle with that...”

Mr. Shaw asked, “Going back to the CT—was LeVan’s the one we disqualified for the very same thing?”

“For the EEO document,” Mr. Crabill replied. “Essentially everything else was in their bid last year, except for an EEO form...this year it’s on an opposite contractor, with a different form.”

“Right—well, it would be kind of bad for us to go with someone else now—because they pointed out a mistake that they had made before...on Slagle,” said Mr. Shaw. “It’s only fair—if you’re required to fill out these forms, you’re required to fill them out! That’s all there is to it! You do it!”

“They filled it out,” said Mr. Crabill.

“But they didn’t fill it out completely,” Mr. Shaw said. “I know about this (believe me)—that’s why I’m a write-in candidate for the 4th Ward...so I know about these things...and what’s fair is fair!”

Everyone chuckled at Mr. Shaw’s remark.

Following the voting (as noted above), Mr. Lokai entered the Meeting at 7:31PM.

5. (Nos. 5-11 Board of Control Items were introduced just prior to the Meeting by Mr. Doug Crabill)

Mr. Shaw moved to authorize the Director of Administration to enter into a contract with the lowest and best bidder for Ash Tree Removal (This project is currently out for bid, and bids are due September 19. The project cost is estimated to be \$20,000 or less. By granting approval at this Meeting, the City can move the project and complete it in a timely fashion to meet a grant deadline. This is not in the 2011 Budget); Mr. Fields seconded. Motion carried without objection.

Discussion –

Mr. Crabill explained Item #5.

Mr. Brugger asked, “Just for clarity though, you were saying the estimated would be about \$20,000 or less—so you’re capping it at this point?”

“Yes—right,” said Mr. Crabill. “The other issue we have is if we go about twenty, we start getting into prevailing wage.”

“Projection of when you’re going to plant the trees is going to be between now and next July?” asked Mr. Lokai.

“This was actually supposed to bid yesterday, but we didn’t have a lot of interest (so I extended another week—sent out more bid notices, and I’m getting more interest this week),” stated Mr. Crabill. “It’s due on Monday, and the goal (by putting it on here tonight is to—once we receive bids, be able to contract to get things moving)...by mid to late October, the trees would be removed...and we would be able to have new trees here to put in. We had to have (basically) most of the tree planting done by early November, because ODNR will come in to inspect the whole project to make sure we’ve done what we said we did...before they’ll release our \$10,500 back for the trees.”

6.

Mr. Evans moved to authorize the Director of Administration to enter into a contract with the lowest and best bidder(s) for Canopy Restoration Trees (This purchase is currently out for bid with bids due September 27. An ODNR grant will cover up to \$10,500 in replacement trees to replace those removed by the Ash Tree Removal Project); Mr. Brugger seconded. Motion carried without objection.

Discussion –

Mr. Crabill noted, “This says ‘more than one bidder,’ because there is the potential of accepting purchases from more than 1 bidder...because there may be bidders that can’t provide all the trees, or have a better price on a certain variety of tree, so we may have multiple purchase orders for this.”

Mr. Brugger discussed appropriate trees in the green space, and replacement of trees in compliance with the current Ordinance.

“We actually sent out a form that residents can fill out—I went through that today, and there are some where they requested trees that won’t work for that location (A Maple where there’s a 4’ tree lawn, for example),” said Mr. Crabill.

Mr. Evans said, “Multiple bidders will enable you to get the best prices, for the trees that we need.”

“Ultimately—yeah,” answered Mr. Crabill. “...and I diversified some of the species, so that’s why I feel that there may be a potential that some (bidders) won’t be able to provide all trees. I have to look at that a little bit closer (and possibly put out an addendum to kind of clarify how we’re going to review the bids...but there could potentially be more than 1.”

Council President Hess asked, “What trees classify as canopy trees after the trimming we’ve been doing?”

Mr. Crabill replied, “A canopy tree (in my opinion) is a tree that is essentially a larger shade tree, but we can’t always put something back that’s going to provide the same (you know)...like that example I just gave...if you have a 3’ tree lawn, and you’re going to put something like a Redbud in (not a large shade tree—Maple).”

“But a Redbud’s not going to be a canopy tree,” Council President Hess interjected.

“Right—so not all of them are going to be a canopy type trees, so...the goal is to get as many larger trees back in to restore the canopy,” stated Mr. Crabill. “The 2 streets/3 streets that probably have the most Ash Trees are Lincoln and Lafayette...and the boulevard on Park Avenue. I haven’t got a communication back from everybody saying

they want a tree either, so there might be...so we don't necessarily have to put a tree back where we took one out, as long as it's put in public right-of-way."

Council President Hess instructed, "While you're looking at trees, Council—you might want to look at the Tree Ordinance for trimming, and give the trees a chance to get some size to them before they're pruned—or else you'll never have a canopy tree in Urbana again."

Council President Hess noted discussion of trees as a Work Session topic.

7.

Mr. Lokai moved to authorize the Director of Administration to enter into a unit price contract with A&B Asphalt Corp. for the Airfield Pavement, Joint, and Crack Repair Project, Grimes Field, in the amount of \$329,556. (The FAA will pay 92% of the construction cost, and the City will be responsible for the remaining 8% of the construction cost. This is not in the 2011 Budget – however, \$15,000 is available in Airport Capital Improvement Funds as local share for Items #7 & 8); Mr. Evans seconded.

Motion carried without objection.

Discussion –

Mr. Crabill explained Item #7, and noted only 1 bid was received for this project.

He said:

"The bid was a little bit outside of what the budget was, but there was negotiation with the FAA to try to have them bring more money to the table...us bring more than what our typical amount was (typically we're at 95% - FAA, and 5% City), so essentially the City's putting up a little bit more...but it's skewed (because it's not based on our yearly amount)...essentially the FAA's giving us more money, and we're chipping in more money to make the whole project work."

"How soon are we going to be able to get started?" asked Mr. Evans.

Mr. Crabill replied, "October—the goal is to get this out of the way this Fall."

"Point of clarification—the \$15,000 we're talking about—both of these, the same \$15,000?" asked Mr. Brugger.

"Correct—yes," Mr. Crabill answered. "There are 2 items in the budget this year—fuel hoses at the Airport (which is like \$5,000), and then our yearly amount (\$10,000) that we plug in as local share to our FAA grant...so, because this is a little more than what we anticipated, to make the project work..."

Mr. Lee Williams noted, "We're basically getting 2 years of Capital here in 1, and we just have to accommodate it...when you're getting 92% grant money, you really can't turn it down."

"Well, with these not being in the budget, I want to make sure we're comfortable...we've got enough reserve there to cover that," said Mr. Brugger.

"Yeah—there was a budget amount, but just not enough," said Mr. Crabill.

"If you add them together, Kerry—what you end up with is about \$32,000 against a budget of \$15,000—so we're going to have an additional \$17,000 that comes out of it (you don't have a balance)," said Mr. Williams.

"\$32,904—is the local share, and then the FAA shares \$363,000," said Mr. Crabill.

8.

Mr. Lokai moved to authorize the Director of Administration to enter into a contract with RW Armstrong in the amount of \$67,000 for construction engineering, observation, and

testing for the Airfield Pavement, Joint, and Crack Repair Project, Grimes Field (The FAA will pay 92% of the cost, and the City will be responsible for the remaining 8% of the cost. This is not in the 2011 Budget – however, \$15,000 is available in Airport Capital Improvement Funds as local share for Items #7 & 8); Mr. Fields seconded. Motion carried without objection.

Discussion –

Mr. Crabill explained Item #8, and noted RW Armstrong as designing/overseeing the project.

9.

Mr. Fields moved to authorize the Director of Administration to approve a task order (Hull Task Order #1 under Project #CUR012) and subsequent purchase order(s) to Hull & Associates, Inc. in the amount of \$265,822 for tasks related to performance of the COAF Project at Q3 JMC Inc., property (This expense will be reimbursed through the COAF Grant); Mr. Lokai seconded. Motion carried without objection.

Discussion –

Mr. Crabill explained Item #9, and noted the total (overall) project is \$299,742., with the City's share of \$265,822.

“Honeywell (being a partner in this project), they have part of the cost of the project,” he said.

“Once we do all this work, Q3 still owns the property—right?” asked Mr. Evans. “What happens?”

Mr. Bruce Evilsizor replied, “The whole thing is a work in progress (you know), just trying to take it one step at a time...I guess with this environmental testing it will give us the data, and the information on the condition of the property. Good information that we'll be able to use to work with the property owner, to try to get it turned over to somebody else...so that we'll be eligible for the Clean Ohio money, to be able to get things demolished and cleaned up. We still have a ways to go...”

“I know that, but as we go down this road—I'm sure this isn't going to be the end to this clean up, and maybe this property becomes more attractive to somebody...but if they want to step in (and assert their rights as the owner of the property), are we going to have any recourse to recoup any money that we've invested into the property...if they decide that they want to keep it?” asked Mr. Evans.

Mr. Evilsizor asked, “As far as the assessments that we've made towards the property?”

“No—I'm just talking about money that we invest to clean up the property, to try to get someone else to take it over,” said Mr. Evans. “If Q3 decides that they want to keep it, and sell it (and they make a profit), do we have an avenue to recoup some of our costs?”

Mr. Crabill said:

“Let me clarify something—with the COAF (this particular money), all this is doing is providing funds to conduct a Phase II—okay? Now—before we ever went for any clean up money (the CORF money—would have to have ownership for the property, or a development partner would have to have ownership for the property) similar to Fox River...the potential is there that we can go through and do this report (have the information—it's a public document—the EPA would have the information, but that could be as far as it goes...but this also is required to be able to go after the CORF money, so we felt this was the best way to go since the City wouldn't have any financial

commitment to it. Yeah—before we even get into the clean up part, we would have to have ownership, or develop the...”

Mr. Evans interjected, “So just doing this preliminary stuff doesn’t really bind us to do any more?”

“No—and there are a lot of issues there with the property taxes, and all that stuff as well...so this is a project in and of itself,” replied Mr. Crabill.

Mr. Lokai cited this as ‘Money in/Money out,’ and said, “In order for us to get the money to do the project we had to have ownership for a public entity—correct?”

“No—we don’t have to have ownership for this—we’d have an access agreement,” said Mr. Crabill.

“In other words—it has to go to a public entity that we...” said Mr. Lokai.

“In order to be able to clean it up—yes,” Mr. Crabill said. “There has to be a city involved to receive the Clean Ohio funding (you can have a development partner involved as well)...”

“We not out that much money right now—it’s money in/money out—so we’re plateaued basically on this...and then if (in fact) we get this through (and a business comes in), we’re going to draw revenue from wages (of people working), and...”said Mr. Lokai.

“Yeah—long term—we have a 20 acre site in the City that is basically rotting away (and doing nothing for us, so this is just a step...to get somewhere,” said Mr. Crabill.

Mr. Thorpe said, “\$265,000--for a paper shuffle?”

“They’re going to be doing installation of monitoring wells—if you’ve never seen the documents that come out of this, there’s a lot of numbers to get crunched (and a lot of data that—I don’t personally look at), but I know on the Fox River Project that we had binders that were this thick...so there’s a lot of data that’s collected in this process,” Mr. Crabill replied. “...and engineering/consulting work is not cheap!”

Council President Hess asked, “How many hours do you figure you have in this, Doug?”

Mr. Crabill answered, “I don’t know—I have the Paper Mill tracked—this one I probably have 30-40 in so far. There is a cost there, I guess.”

“Unfortunately, you’re not free,” said Council President Hess.

10.

Mr. Evans moved to authorize the Administration to approve a task order (Hull Task Order #4 under Project #CUR007) and subsequent purchase order(s) to Hull & Associates Inc., in the amount of \$490,981 for tasks related to additional demolition and remediation observation services and groundwater treatment system and installation at the former Fox River Paper Mill (This expense will be reimbursed through the CORF grant); Mr. Fields seconded. Motion carried without objection.

Discussion –

Mr. Crabill said:

“As Mr. Lokai would say—this one is money in/money out. Part of this project is to install the groundwater treatment system at the site. Originally we were looking...our demolition contractor was going to perform this work as a change order...and it was changed to Hull (bringing it under contract with them), and they’re bringing in a subcontractor in to do well rehab, and install this equipment. A big part of this cost is—the equipment itself—it’s an air stripping system, that removes VOCs from the groundwater—so that that water can be used for processed water...”

He further explained the additional demo work, and additional time concerning Hull's Field Rep being in the field.

"These 2 items are eligible for reimbursement under the grant," Mr. Crabill added.

Mr. Evans asked, "How close are we to getting that letter of...?"

Mr. Evilsizor said, "The 'no further action' letter? We're probably looking at the end of '012."

"So—do you anticipate that we're going to get that letter?" asked Mr. Evans.

Mr. Evilsizor indicated positively, and discussed transfer of the property.

"We did really well on the budget," said Mr. Crabill.

11.

Mr. Lokai moved to authorize the Administration to approve a task order (Hull Task Order #2 under Project #CUR006), and subsequent purchase order(s) to Hull & Associates Inc., in the amount of \$76,398 for tasks related to groundwater treatment system construction administration services, construction administration services, and administrative fees for the procurement and installation of the groundwater treatment system at the former Fox River Paper Mill (These expenses are eligible as match toward the grant. These expenses are not in the 2011 Budget, but the overall CORF Project budget allocated these expenses as match to the project. The City is anticipating that its development partner will be paying a portion of these expenses); Mr. Thorpe seconded. Motion carried without objection.

Discussion –

Mr. Crabill explained Item #11.

Mr. Thorpe asked, "The only thing that bothers me is paying a portion of these expenses—how much portion are you talking about?"

Mr. Crabill answered, "What our proposal has been to our development partner is for them to pay the \$47,000 expense, and us to pay the \$29,000...the \$14,000 and \$15,000...and that's consistent with what our original grant budget was when the grant was submitted...so it would allow us to basically honor our word to them, and vice versa."

Council President Hess said, "We made a lot of purchases...I have a question...we just spent quite a bit of money, that was not in the Budget."

Mr. Williams said, "It's grant money."

Citizen Comments

Mr. Jeff Wright, 326 Eastview Dr., (Wright's Bikes/ President Tri-County BMX), addressed Council regarding progress with the BMX Track. Mr. Wright noted the topic was supposed to go to another Work Session. He said he and his wife came to the Work Session, and the topic was not discussed.

"We've had a lot of people wanting to know what's going on with this track, and I don't know if it's being swept under the rug or what's going on at this point," said Mr. Wright. Council President Hess said, "I'll give you my impression (and then any of the Council Members)...when you came to the BZA and wanted rezoning of land on the west side of the city...I think Council...as far as...I thought that's where it was going to be, and I think Council kind of accepted that as that's where it was going to be too...the last I heard, that's where it was going to be. I don't think Council has heard any differently, but that's...when I was there, you said you were going to go there...and that's the last that I heard."

“Well—the realtor came to us, and said that she wanted to help us out...and so I went with her to the meeting, but what happened was...after that meeting...I found out that (or we found out that) she wanted \$65,000 for the land!” stated Mr. Wright. “So point to the park, it’s a land use agreement—or spend \$65,000...”

“I wasn’t aware of that—last I know of...” said Council President Hess.

Mr. Wright interjected, while showing a picture, “That’s why we came to the Work Session—I had a picture that Chris (Stokes) wanted to see...”

Mr. Evans said, “I believe that you folks thought that the realtor was going to donate that.”

“We wasn’t expecting no \$65,000,” Mr. Wright added. “You know—she said something about rent—I’m not going to say some figures, but I mean it was a lot cheaper than...”

“But then I also know that you do have a drawing (and I saw that drawing), but I thought that Chris was waiting on some kind of plans—like with grades and drainage, and that kind of stuff...what you intend to do with that hill—not a drawing of the track as much as an engineering document that says ‘This is the elevations—this is the type of material that we’re going to use’...I mean, the drawing is good, but I don’t think that met the criteria...this is what I believe...I don’t think it met the criteria that Chris was looking for,” said Mr. Evans.

“Well, we didn’t understand,” said Mr. Wright.

“I guess my recommendation would be for you to get with Chris, and find out exactly what he wants...or exactly what the Administration wants as far as a site plan for the BMX Track, and move from there,” stated Mr. Evans.

Council President Hess recommended that Mr. Stokes would have to come to Council with specifications/ideas for what would be put at the Park.

Mr. Fields said that one point was about the dirt.

“The dirt is an issue,” Mr. Evans agreed.

Mr. Brugger remembered the topic was supposed to be brought back to the next Work Session, and said, “It came and went...and it did not post back on the Agenda. I didn’t know (at that point) whether something that was done since that meeting that said, ‘We don’t need to come back’...but I do remember you coming back to the meeting...there wasn’t anybody else here, and it wasn’t on the Agenda...so...maybe we can go back, and double check to the Minutes, and see if it’s there. There was a follow up meeting that was going to be had at the next Work Session, but it did not happen.”

Mr. Lokai referred to various locations that were mentioned in the planning stages.

Mr. Wright told Council that people in the community have genuine interest in the track. He also noted the passage of Resolution No. 2323, publicity in the newspaper, and a woman who purchased a bike in his store (for her son to race).

“Now I’m selling all these bikes, and we don’t have a track!” stated Mr. Wright.

Mr. Lokai said he felt the Park is a good place to have the track, and the group should not have to buy land. He pointed to compromise and a central point (of least resistance).

Mr. Thorpe questioned whether the east side of the Landfill would suffice.

“I don’t think anything can be built on that land,” said Council President Hess.

“I’m not talking about building a building there!” Mr. Thorpe stated.

Mr. Evilsizor said, “They may allow it, but you have to submit plans to the EPA...and probably jump through a lot of hoops for them to approve it.”

Mr. Thorpe joked, "I remember a movie that said something about, 'Building it, and they will come.'"

Everyone laughed.

Mr. Evilsizor replied, "I don't know if that works with the EPA, or not."

Ordinances and Resolutions

Third Reading - (None)

Second Reading –

RESOLUTION NO. 2346 – (Revised Form)

Mr. Lokai moved to suspend the rules on three readings; Mr. Thorpe seconded.

Roll call vote to approve: Mr. Thorpe, yes; Mr. Bean, yes; Mr. Fields, yes; Mr. Evans, yes; Mr. Brugger, yes; Mr. Shaw, yes; Mr. Lokai, yes (7-0)

Mr. Lokai moved to place RESOLUTION NO. 2346 on the business floor for discussion and passage; Mr. Shaw seconded.

Roll call vote to approve:

Mr. Bean, yes; Mr. Fields, yes; Mr. Evans, yes; Mr. Brugger, yes; Mr. Shaw, yes; Mr. Lokai, yes; Mr. Thorpe, yes (7-0)

Discussion –

Mr. Chad Hall explained Resolution No. 2346, pointing to Exhibit B.

First Reading –

ORDINANCE NO. 4367 –

Mr. Evilsizor requested that this Ordinance not have a First Reading until it is in better form

ORDINANCE NO. 4368 –

ORDINANCE OF COUNCIL OF THE CITY OF URBANA APPROVING A 12 MONTH EXTENSION OF THE CURRENT COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF URBANA, OHIO AND THE CITY OF URBANA FIRE CAPTAINS AND THE URBANA FIREFIGHTERS ASSOCIATION, I.A.F.F. LOCAL 1823

*Mr. Evilsizor requested Suspension of the Rules on three readings for passage of Ord. Nos. 4368 – 4373. He discussed renegotiation discussions, and said the Fire Labor Unions agreed to extend the existing contract for 12 months (with no annual increase for the next 12 months).

"The step increases that are included in the Labor Agreements that are already in there, they would still apply...but not the annual increase that the City has given for (I guess) as long as I can remember," stated Mr. Evilsizor. "So this will delay formal negotiations until 2012, and both the City and the Labor Units agreed that because of Senate Bill 5 (being on the ballot in November), and then also primarily the economy...just to...in respect to the economy, that this would be the best thing for everybody involved."

Mr. Evans moved to suspend the rules on three readings for Ordinance No. 4368; Mr. Fields seconded.

Roll call vote to approve: Mr. Fields, yes; Mr. Evans, yes; Mr. Brugger, yes; Mr. Shaw, yes; Mr. Lokai, yes; Mr. Thorpe, yes; Mr. Bean, yes (7-0)

Mr. Evans moved to place Ordinance No. 4368 on the business floor for discussion and passage; Mr. Fields seconded.

Roll call vote to approve: Mr. Evans, yes; Mr. Brugger, yes; Mr. Shaw, yes; Mr. Lokai, yes; Mr. Thorpe, yes; Mr. Bean, yes; Mr. Fields, yes (7-0)

Discussion –

Mr. Evans said, “I just have one thing—I’d like to thank the Administration, and I’d also like to thank the Labor Unions, and all our employees...for working with us on this...so maybe at the end of this year we can kind of sit down, and sort all this out...figure out what we want to do as far as dealing with all this union stuff and pay raises...but I really appreciate your working with the Administration in getting that done. Thank you very much.”

Mr. Lokai echoed Mr. Evans’ thoughts and commended the unions for working together in trying to maintain a balanced budget.

“I appreciate your efforts!” he said.

ORDINANCE NO. 4369 –

ORDINANCE OF COUNCIL OF THE CITY OF URBANA APPROVING A 12 MONTH EXTENSION OF THE CURRENT COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF URBANA, OHIO AND THE CITY OF URBANA FIREFIGHTERS AND THE URBANA FIREFIGHTERS ASSOCIATION, I.A.F.F., LOCAL 1823

Mr. Evans moved to suspend the rules on three readings; Mr. Lokai seconded.

Roll call vote to approve: Mr. Brugger, yes; Mr. Shaw, yes; Mr. Lokai, yes; Mr. Thorpe, yes; Mr. Bean, yes; Mr. Fields, yes; Mr. Evans, yes (7-0)

Mr. Evans moved to place Ordinance No. 4369 on the business floor for discussion and passage; Mr. Fields seconded.

Roll call vote to approve: Mr. Shaw, yes; Mr. Lokai, yes; Mr. Thorpe, yes; Mr. Bean, yes; Mr. Fields, yes; Mr. Evans, yes; Mr. Brugger, yes (7-0)

ORDINANCE NO. 4370 –

ORDINANCE OF COUNCIL OF THE CITY OF URBANA APPROVING A 12 MONTH EXTENSION OF THE CURRENT COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF URBANA, OHIO AND THE CITY OF URBANA POLICE SERGEANTS AND THE FRATERNAL ORDER OF POLICE/OHIO LABOR COUNCIL, INC.

Mr. Lokai moved to suspend the rules on three readings; Mr. Fields seconded.

Roll call vote to approve:

Mr. Lokai, yes; Mr. Thorpe, yes; Mr. Bean, yes; Mr. Fields, yes; Mr. Evans, yes; Mr. Brugger, yes; Mr. Shaw, yes (7-0)

Mr. Lokai moved to place Ordinance No. 4370 on the business floor for discussion and passage; Mr. Fields seconded.

Roll call vote to approve: Mr. Thorpe, yes; Mr. Bean, yes; Mr. Fields, yes; Mr. Evans, yes; Mr. Brugger, yes; Mr. Shaw, yes; Mr. Lokai, yes (7-0)

ORDINANCE NO. 4371 –

ORDINANCE OF COUNCIL OF THE CITY OF URBANA APPROVING A 12 MONTH EXTENSION OF THE CURRENT COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF URBANA, OHIO AND THE URBANA POLICE PATROL OFFICERS AND THE FRATERNAL ORDER OF POLICE/OHIO LABOR COUNCIL, INC.

Mr. Thorpe moved to suspend the rules on three readings; Mr. Fields seconded.

Roll call vote to approve: Mr. Bean, yes; Mr. Fields, yes; Mr. Evans, yes; Mr. Brugger, yes; Mr. Shaw, yes; Mr. Lokai, yes; Mr. Thorpe, yes (7-0)

Mr. Thorpe moved to place Ordinance No. 4371 on the business floor for discussion and passage; Mr. Fields seconded.

Roll call vote to approve: Mr. Fields, yes; Mr. Evans, yes; Mr. Brugger, yes; Mr. Shaw, yes; Mr. Lokai, yes; Mr. Thorpe, yes; Mr. Bean, yes (7-0)

ORDINANCE NO. 4372 –

ORDINANCE OF COUNCIL OF THE CITY OF URBANA, OHIO APPROVING A 12 MONTH EXTENSION OF THE CURRENT COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF URBANA, OHIO AND THE CITY OF URBANA SERVICE DIVISIONS AND THE PUBLIC EMPLOYEES OF OHIO TEAMSTERS LOCAL UNION #284

Mr. Bean moved to suspend the rules on three readings; Mr. Fields seconded.

Roll call vote to approve: Mr. Evans, yes; Mr. Brugger, yes; Mr. Shaw, yes; Mr. Lokai, yes; Mr. Thorpe, yes; Mr. Bean, yes; Mr. Fields, yes (7-0)

Mr. Bean moved to place Ordinance No. 4372 on the business floor for discussion and passage; Mr. Fields seconded.

Roll call vote to approve: Mr. Brugger, yes; Mr. Shaw, yes; Mr. Lokai, yes; Mr. Thorpe, yes; Mr. Bean, yes; Mr. Fields, yes; Mr. Evans, yes (7-0)

ORDINANCE NO. 4373 –

ORDINANCE OF COUNCIL OF THE CITY OF URBANA APPROVING A 12 MONTH EXTENSION OF THE CURRENT ORDINANCE 4290 ESTABLISHING THE SALARY & BENEFITS FOR THE CENTRAL STAFF EMPLOYEES OF THE CITY OF URBANA

Mr. Brugger moved to suspend the rules on three readings; Mr. Lokai seconded.

Roll call vote to approve: Mr. Shaw, yes; Mr. Lokai, yes; Mr. Thorpe, yes; Mr. Bean, yes; Mr. Fields, yes; Mr. Evans, yes; Mr. Brugger, yes (7-0)

Mr. Brugger moved to place Ordinance No. 4373 on the business floor for discussion and passage; Mr. Shaw seconded.

Roll call vote to approve: Mr. Lokai, yes; Mr. Thorpe, yes; Mr. Bean, yes; Mr. Fields, yes; Mr. Evans, yes; Mr. Brugger, yes; Mr. Shaw, yes (7-0)

Miscellaneous Business

Mr. Thorpe - Discussed 2 dead trees on the north side/600 block of Scioto St.

Mr. Bean - Requested an Income Tax update from Mr. Williams

Mr. Williams said, “Last time I checked—two-twenty, and that’s a little heavy (and that was just last week, that was after just a week and a couple days—that was after 7 days)...it was two-twenty, and now we’re shooting for four hundred...so we’re on track to probably hit this month again.”

Expressed appreciation to Mr. Dick Skelley and Skelley Lumber for donating the flagpole at the Airport

“It looks really nice—I appreciate that—good for the City,” he said.

Questioned whether concrete being placed in the streets can be later dug up to lay new asphalt, and what will be done with the concrete

Mr. Evilsizor responded that it can be grinded up

Mr. Fields - Nothing at this time

Mr. Evans - Asked whether anyone was aware of the hole on the Municipal Parking Lot (across the street)

- Mr. Brugger - Requested a review of the 'Tree Ordinance' at the Work Session
Requested a review of the Bid Process (for clarity)
- Mr. Shaw - Nothing at this time
- Mr. Lokai - Noticed that leaves are beginning to pile up, and asked residents to be patient until collections are scheduled
Mr. Hall indicated leaves can be taken to the Compost Facility
- Mr. Crabill - Discussed the repaving of Oakland St. (scheduled to begin late this week/early next week)
Discussed the No. Main Storm Project (scheduled to start Monday, or a week from Monday)
Discussed revising of the Tree Ordinance, and 'finding the time to look at getting that done'

Mr. Hall - Nothing at this time

Interim Police Chief Matt Lingrell –
Nothing at this time

Interim Fire Chief Phil Kellenberger –

Said: "I wanted to thank Council and the Administration for the passage of the Ordinances to allow contract extension for a year, and recognize that the employees of the City of Urbana are responsive to these hard economic times that we're going through. I just wanted to let you know that 6 firefighters and 1 police officer from your city ventured into New York City over the last weekend...and went to Ground Zero to see what was going on there...and also participated in a International Firefighters' Motorcycle Group Rally Ride into New York (to the New York City Fallen Firefighters' Memorial on Sunday). We put on about 1,600 miles on our bikes, and really had a good time...and represented the city well. The last thing is—I just wanted to thank all those organizations and persons that were involved in the 911 Ceremony at Freedom Grove (south of town). I wasn't there, but from what I understand it was really something to see—so I just wanted to recognize those people for that—thank you!"

Mr. Williams - Said: "Yeah—you asked for a report out at the Work Session on the Auditor's Report—that's a 70 page document...if anybody has anything particularly of interest in that document (anywhere in there), I'd like an email or a phone call (or something) just to kind of queue me in."

"I'm not interested in reviewing the whole document, I'm interested in talking about the Management Letter—that's all I'm interested in talking about," stated Mr. Evans.

"Sure—okay—and that's about (maybe) a thousand or less pages—that's perfect," said Mr. Williams.

"Good," replied Mr. Evans.

"Homework," said Council President Hess.

Mr. Evilsizor - Nothing at this time

Mayor Ruth Zerkle- Nothing at this time

Council President Hess –

Discussed ('for the people on the northwest side') *The Columbus Dispatch*, September 6, 2011, article regarding Moraine, Ohio. He noted in the article, 'The Water Table here in Dayton began to rise, a total of 13 feet.' He said other people in the area are having a lot of the same problems as Urbana.

Announced the Enderle Tractor Pull the weekend of September 17
He said approximately 2,000 people will come to Urbana at least for
the weekend

Noted (at the parking lot on Jefferson St./across from the Car Wash)
that there was water running down from the parking lot into the
drain/ he questioned the reason

Executive Session

Mr. Lokai moved to adjourn to EXECUTIVE SESSION to discuss “Personnel”
(8:45PM); Mr. Shaw seconded.

Roll call vote to approve: Mr. Bean, yes; Mr. Fields, yes; Mr. Evans, yes; Mr. Brugger,
yes; Mr. Shaw, yes; Mr. Lokai, yes; Mr. Thorpe, yes (7-0)

Adjournment

Following the brief Executive Session, Mr. Evans moved to reconvene to Regular
Session and adjourn; Mr. Thorpe seconded. All were in favor of adjournment.

Council Clerk

Council President