

1 PRAIRIE CITY COUNCIL MEETING
2 March 12, 2014

3 Those Present:
4 Gary Waterhouse, Mayor
5 Carole Garrison, Councilor
6 Les Church, Councilor
7 Henry Goslin, Councilor
8 Viola Rose, Councilor
9 Dennis Lynch, Councilor
10 Attorney Jeremy Green
11 Chris Camarena, Public Works Director
12 Lyn McDonald, Clerk
13 Richard Gray, John Day Police Chief
14 Peggy Gray, City Manager for John Day
15 Anna Bass, City Recorder for John Day
16 Cheryl Hoefler, Blue Mtn Eagle
17 (see attached list)

18 The Mayor called the meeting to order at 6:00 p.m. He announced that the meeting was being recorded for clarity.
19 The Pledge of Allegiance was recited and roll call taken, all councilors were present.

20 The minutes of the February 4, 2014 meeting were considered. Councilor Goslin noted that the minutes declared his
21 absence unexcused and he did not agree. The Mayor responded that several attempts had been made to contact
22 him and messages left on his phone to call and confirm he would be attending the meeting. He did not respond to
23 the messages and for that reason it was considered an unexcused absence. Council rules and procedures dictate
24 that several unexcused absences can result in termination from office. Councilor Lynch added that the same rules
25 should apply to all councilors equally.

26 The minutes of the February 12, 2014 meeting were considered. Councilor Church noted that on page 2, line 1 the
27 word should be *disillusion*, not disillusionment.

28 The minutes of the February 18, 2014 were considered. Councilor Church noted that on page 3, line 8, the word
29 should be parameters, not perimeters. Councilor Rose asked that on page 3, around line 24, it be included to say
30 that Visitor Carol Waggoner stated that as a voter and a resident of Prairie City, the Mayor “worked for her” and the
31 Mayor’s response was that he did not work for her. The audience and the council corrected him in saying that the
32 Mayor and the entire council did work for her.

33 The minutes of the February 25, 2014 meeting were considered. Councilor Garrison asked that for the record, it be
34 included in the minutes that she had asked if there was a reason that Treasurer/Financial duties were not included in
35 the Job Summary section of the City Recorder/Treasurer Job Description. The committee that put together the job
36 description responded that they did not see a reason to add it as it was addressed through out the document.

37 1

38 **MSP: To approve the four sets of minutes from February as corrected, Carole Garrison/Les Church. All**
39 **councilors voted in favor.**

1 **Economic Development:** Councilor Lynch reported that Mike Springer continues to work on the renumbering of
2 house numbers in Prairie City and that he had attempted to contact Sally Bartlett, but she was not available.

3 **Museum:** The Mayor asked Councilor Church to read the letter submitted by Carole Garrison in which she advised
4 she was stepping down as Museum Commissioner. The museum has a Director and staff in place now and policies
5 and procedures have been established. A vote of thanks was extended to Councilor Garrison for her many hours of
6 service in reorganizing the museum.

7 Kathy Smith, Museum Director, submitted a written report (see attached).

8 **Public Safety:** The revised “Intergovernmental Agreement for Law Enforcement Services” by and between the
9 City of John Day and the City of Prairie City was presented for consideration. Attorney Jeremy Green joined the
10 Council table and was asked by the Mayor to take over the discussion of the Law Enforcement Contract. Attorney
11 Green stated that as legal council for both Prairie City and John Day, he was representing the City of John Day in the
12 preparation and negotiations of the Law Enforcement Agreement before them. There had been multiple revisions to
13 the document and a series of conversations with Councilor Rose and others. He addressed the specific changes in
14 the document since the last city council meeting. They are as follows:

15 Section 2.2 Schedule of Services. John Day will provide Services not less than 20 hours per week and John Day
16 will **regularly** communicate and coordinate with Prairie City.....

17 Section 2.5 Compensation. To strike \$79,100.94 per year and insert \$38.00 per hour for John Day's provision of
18 the Services not to exceed \$100,000.00 per fiscal year (July 1 – June 30), pro-rated as necessary.....

19 Section 6.1 Coordination. City Manager and Mayor will jointly produce written minutes of their quarterly meetings
20 for circulation to their respective councils.

21 Appendix A. Definitions. “Officer(s)” or “Police Officer(s)” means (a) John Day police officers that have successfully
22 completed training with the Oregon Department of Public Safety Standards and Training and (b) John Day reserve
23 police officers that have (i) successfully completed field training through the Department and, (ii) received approval
24 to patrol by the Department's Chief of Police.

25 Police Chief Richard Gray made available a “Charge Out Rate” sheet listing the cost per hour per employee for
26 straight time and for overtime. It was noted that most everyone's cost for overtime was less than the proposed rate
27 of \$38 an hour @ 1.5 for overtime or \$57.00. John Day City Manager, Peggy Gray, added that the Charge Out
28 Rates could change subject to COLA (Cost of Living Adjustment) and/or step increases.

29 Attorney Green called councils attention to Section 6.8 Legal Representation and stated that in preparing the
30 agreement, he was on an “equal playing field” and there was “no profit motivation” on his part. He was looking out
31 for the best interest of both John Day and Prairie City. He thought the agreement to be a good fit for both City's.
32 Peggy Gray agreed with Attorney Green and stated they (John Day) were excited to be working with Prairie City in
33 an endeavor to provide police services.

34 Attorney Green drew councils attention to Section 5.2 and Section 5.3 and the reference therein to “*terminate for*
35 *cause*”. He clarified that after the “Initial Term” (ending June 30, 2015), either party for any reason or no reason by
36 providing the other party ninety (90) days' prior written notice, could terminate the agreement. Stipulating that

1 termination can occur only after the "Initial Term" will give both parties time to sort out and resolve issues that may
2 arise within the first year. Attorney Green referred to the contract as a "living document" and encouraged annual
3 reviews between the two City's to discuss any matters of concern by either party.

4 Attorney Green addressed Section 4.1 Indemnification. This clause effectively protects Prairie City and John Day
5 and holds each harmless subject to the terms and conditions of the Agreement.

6 There was a question as to how and when the agreement would renew and Attorney Green referred to page 4,
7 Section 5.1, Initial Term where it states it will automatically renew every year.

8 Councilor Goslin asked that Council table the document until such time it could be reviewed by legal council on
9 Prairie City's behalf. Mayor Waterhouse asked that they continue to work toward approving the agreement.

10 Councilor Lynch questioned what "rendering set" on the last page referred too. Attorney Green responded that it
11 referred to a provision of services and had nothing to do with the contract and was for his office use only.

12 Councilor Lynch stated that he was not in favor of the automatic renewal each year. Attorney Green explained that
13 the automatic renewal was a means to save on cost by limiting the need for legal services each year. The annual
14 review between the City's should allow for any needed adjustments to the agreement.

15 Councilor Lynch stated that he felt the \$100,000 cap to be excessive and asked if the amount couldn't be decreased.
16 It appeared to him the offer was for full time police services or nothing and he questioned why we couldn't consider
17 part time or half time police services. He went on to say he was in favor of seeking legal council to review the
18 document prior to signing.

19 Chief Gray responded to Councilor Lynch, saying, that John Day's offer was for services Monday through Sunday,
20 random patrols, 7:00 am to 3:00 am, 40-hours a week and they were not interested in a contract for less hours. It is
21 not cost effective for them to consider less patrol hours. He presented a sample 40-hour shift schedule for councils
22 review. Councilor Rose asked for clarification that the schedule could be adjusted for less than 40-hours a week and
23 Chief Gray confirmed it could be adjusted for less hours if necessary.

24 Councilor Lynch asked if the agreement could be limited to \$80,000 plus COLA and/or step increases. Councilor
25 Garrison referred to the audit for 2006/07 where the City spent \$92,670 to have just one officer on staff. It was said
26 that the City also paid out thousands of dollars at termination for accrued comp and vacation hours. Councilor
27 Church commented that the original agreement was in the area of \$87,000 annually plus overtime when necessary
28 and that was not that far off from the \$100,000.00 cap in the revised agreement.

29 Peggy Gray made a point for clarity that John Day officers patrolling in Prairie City would be employees of John Day
30 and any accrued comp and vacation hours would be entirely the responsibility of John Day. Prairie City would be
31 charged only for hours spent patrolling in Prairie City. Councilor Lynch agreed that it was a plus not to have the
32 expense of the accrual fees at termination as the City has faced in the past.

33 Councilor Rose advised that she had been in touch with other City's of like size and found some were having
34 success with a much simpler contract for less money. She found some City's to be happy with just coverage from
35 the County and others happy without any police coverage. She went on to say that she had also contacted Sheriff
36 Palmer and he told her that Prairie City has more problems than John Day and definitely is in need of full time police
37 services.

1 It was made clear by Attorney Green that if it became necessary to exceed the \$100,000.00 cap for services, it would
2 require an amendment and could not happen without Prairie City's knowledge and consent.

3 Mayor Waterhouse asked council if they thought it necessary to have another attorney review the agreement on
4 behalf of Prairie City. Councilor Garrison and Councilor Church did not think it necessary. Councilor Rose thought it
5 was just good business to have another attorney review the document. To the question of who we would use for an
6 attorney, Councilor Rose had a list of City Attorney's she had requested from the League of Oregon Cities. She
7 referred to an excellent attorney in Burns that was connected to the community.

8 Visitor Anna Bass encouraged the City to find an attorney well versed in Municipal Law.

9 Visitor Wanda Winegar spoke from the audience, saying, as a business owner, she was very much in favor of
10 moving forward with the police contract. She said that a police presence in Prairie City is needed.

11 Councilor Garrison commented that another legal opinion would result in more cost to the City and she thought it
12 unnecessary as the agreement would be revisited for renewal in just a little over one year.

13 Councilor Church said he thought it prudent to have every legal document reviewed by legal council, but in this
14 particular situation, he felt Attorney Green to have done an exceptional job in preparing the agreement and was
15 comfortable in moving forward without further legal review.

16 Councilor Lynch thought the City needed to protect itself by having the document reviewed by legal council.

17 Visitor Livy Atchley suggested that the City seek legal council on only those issues they have concerns with rather
18 than having the entire document reviewed. It would be a cost savings to have an attorney review only specific
19 concerns.

20 Attorney Green advised that he had already, on the City's behalf, put the agreement before CIS (the City's insurance
21 company). It was reviewed by CIS Attorney Kirk Mylander and passed the test without issue. But, should the City
22 want another legal review, Attorney Green advised that in his position as President of the *City Attorney's Association*,
23 he would propose asking Municipal Attorney Paul Sumner in Madras to review the agreement. He suggested that
24 council consider moving forward in approving the agreement subject to legal review and approval.

25 **MSP: To approve the *Intergovernmental Agreement for Law Enforcement Services with the City of John Day***
26 **subject to legal review and approval. Carol Garrison/Viola Rose. Councilor Lynch, Councilor Rose,**
27 **Councilor Church, Councilor Garrison and Mayor Waterhouse voted in favor. Councilor Goslin voted**
28 **opposed. Motion carried.**

29 Attorney Green stated a point of clarification to say that Prairie City will have to bear the cost of all fees related to the
30 additional legal review and the Mayor may be asked to sign an engagement letter by the reviewing attorney. **MSP:**
31 **To authorize Attorney Green to move forward on our behalf in finding an attorney for a quick review of the**
32 **Law Enforcement Agreement and to approve Mayor Waterhouse to sign an engagement letter. Dennis**
33 **Lynch/Carol Garrison. Councilor Lynch, Councilor Rose, Councilor Church, Councilor Garrison and Mayor**
34 **Waterhouse voted in favor. Councilor Goslin voted opposed. Motion carried.**

35 **Landfill Report:** Public Works Director, Chris Camarena, reported he had not submitted a landfill report as Clark's

1 Disposal had not dumped at the landfill due to scheduling problems.

2 **Public Works:** Public Works Director, Chris Camarena, reported that the pressure line out on the highway had
3 broke again. He is waiting for a response from RCAC (Rural Communities Assistance Corporation) on the City's loan
4 request for funds to replace and repair sewer lines.

5 **Planning:** A request for variance was submitted by Joe Hitz of 591 S. McHaley St., to construct a 5' fence across
6 the front of his property. The Planning Document (Section 16.48.070(B) allows for only up to a 4' fence on any street
7 side. Councilor Church read aloud the summary prepared by Lyn McDonald, Planning Secretary. **MSP: To**
8 **approve the variance request as submitted by Joe Hitz. Dennis Lynch/Les Church. All Councilors were in**
9 **favor.**

10 **Accounts Payable: MSP: To pay the bills. Les Church/Dennis Lynch. All Councilors were in favor.**

11 **Ordinances: Ordinance No. 2014-01 AN ORDINANCE CONCERNING NOMINATIONS FOR CITY COUNCIL**
12 **POSITIONS AND THE OFFICE OF MAYOR.** The Mayor asked Attorney Green to speak to the ordinance. He
13 explained that Ordinance No. 2014-01 spells out the process by which someone can run for office and it is dictated
14 by the City Charter that such an ordinance be in place. He referred to the last paragraph (#8) Emergency
15 Declaration and suggested that it be removed from the document as an emergency did not exist. He explained that
16 if all councilors were in agreement to approve the document, it could be read by title only and in thirty days it would
17 take effect. **MSP: To approve Ordinance NO. 2014-01 AN ORDINANCE CONCERNING NOMINATIONS FOR**
18 **CITY COUNCIL POSITIONS AND THE OFFICE OF MAYOR with the removal of the emergency declaration and**
19 **to be in effect thirty days from today. Carol Garrison/Dennis Lynch. Councilor Lynch, Councilor Rose,**
20 **Councilor Church and Councilor Garrison and Mayor Waterhouse voted in favor. Councilor Goslin voted**
21 **opposed. Motion carried.**

22 **Employment Contract with Diane Clingman:** The Mayor asked Attorney Green to review the contract as he had
23 prepared the document for the City. Attorney Green advised that the contract was written as an employer/employee
24 relationship. It provides for Ms. Clingman to serve as the Budget Officer and prepare the 2014-15 fiscal year budget
25 and to perform any other related duties and responsibilities that the Mayor and/or City Council may direct. The
26 contract is in effect until June 30, 2014, unless prior termination is necessary.

27 Attorney Green said the document adequately represents both parties and is a standard contract used for situations
28 as Prairie City is entering into with Diane Clingman. Councilor Rose addressed the issue of Diane's bond. She said
29 she believed the bond to have terminated the last day of her employment with the City. The Mayor in response said
30 he had talked to the City's bonding agent and Ms. Clingman's bond is still active as she is being hiring back as a part
31 time employee, not an independent contractor. Attorney Green suggested the City contact the bonding agent and
32 request an email that states Ms. Clingman is still bonded for the time period she will be working for the City. **MSP:**
33 **To approve the Employment Agreement for Diane Clingman. Carol Garrison/Les Church. Councilor Lynch,**
34 **Councilor Rose, Councilor Church and Councilor Garrison and Mayor Waterhouse voted in favor. Councilor**
35 **Goslin voted opposed. Motion carried.**

36 **Budget Committee Applications:** Council had before them applications from Kevin Dahlen, Sally Bartlett and
37 Georgia Patterson to serve on the 2014-15 Budget Committee. **MSP: To approve the three applicants to serve**
38 **on the 2014-15 Budget Committee. Viola Rose/Dennis Lynch. All Councilors were in favor.** Donita Adams
39 and Dawn Gray agreed to serve again this year as they signed on for a three year term last year.

1 **Council Seat Position:** The Council had before them two applications, one from Kevin Dahlen and another from
2 Bryan Askew, both requesting to fill the unexpired vacant seat on the City Council. It had been suggested at the prior
3 meeting that each candidate give a five minute presentation. Bryan Askew was not present due to a conflicting event
4 at the school. Applicant Keven Dahlen was present at the meeting and gave a history of his life and of his desire to
5 serve the community on the City Council. **The Mayor called for a vote and the results were as follows:**
6 **Councilor Church, Councilor Goslin, Councilor Rose, and Councilor Lynch voted in favor of Kevin Dahlen.**
7 **Councilor Garrison and Mayor Waterhouse voted in favor of Bryan Askew.** Kevin Dahlen will fill the vacant seat
8 on the City Council expiring at the end of 2014. He will be sworn in at the next City Council meeting.

9 Meeting adjourned at 7:45.

10 Submitted by:

11 _____
12 Lyn McDonald, Clerk

13 Approved by the City Council this _____
14 day of _____, 2014 and
15 signed by the Mayor.

16 _____
17 Gary Waterhouse, Mayor

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