

John Day City Council
June 9, 2015
7:00 p.m.
Council Chambers
AGENDA

1. **OPEN AND NOTE ATTENDANCE**
2. **APPROVAL OF CITY COUNCIL MINUTES OF MAY 26, 2015 REGULAR CITY COUNCIL MEETING**
3. **APPEARANCE OF INTERESTED CITIZENS – At this time Mayor Lundbom will welcome the general public and ask if there is anything they would like to add to tonight's agenda.**

ACTION ITEMS:

4. **Discuss for Signature Amendment No. 1 to Intergovernmental Agreement for Law Enforcement Services with Prairie City.**
Attachments:
 - Amendment No. 1 to Intergovernmental Agreement for Law Enforcement Services
 - IGA for Law Enforcement Services (original agreement)
 - April 1, 2014 through January 31, 2015 Police hours dedicated to Prairie City Spreadsheet
5. **Discuss for Adoption Ordinance No. 15-165-03, an ordinance amending and restating Title 8, Chapter 2 of the John Day City Code, commonly known and referred to as the "John Day Nuisance Ordinance," with which Title 8, Chapter 2 Establishes definitions of nuisance, penalties, and procedures for abatement of nuisance in the City of John Day; superseding and repealing any and all ordinances, resolutions, and/or policies in conflict with this ordinance; and declaring an emergency.**
Attachments:
 - Ordinance No. 15-165-03
 - Red-lined Ordinance No. 15-165-03
 - Title 4, Chapter 3 Dangerous Buildings John Day City Code
6. **Discuss for Signature 2016 Special City Allotment (SCA) Grant**
Attachments:
 - Letter from Region 5 Local Agency Liaison Michael P. Barry
 - Resolution No. 15-741-06
 - Special City Allotment (SCA) Application
 - Email from Michael P. Barry

OTHER BUSINESS:

7. **OTHER BUSINESS AND UPCOMING MEETINGS**
Attachment:
 - LOC Bulletin

ADJOURN

TO: John Day City Council

FROM: Peggy Gray, City Manager

DATE: June 5, 2015

SUBJECT: Discuss for Signature Amendment No. 1 to Intergovernmental Agreement for Law Enforcement Services with Prairie City.

Attachments:

- Amendment No. 1 to Intergovernmental Agreement for Law Enforcement Services
- IGA for Law Enforcement Services (original agreement)
- April 1, 2014 through January 31, 2015 Police hours dedicated to Prairie City Spreadsheet

BACKGROUND:

Police Chief Richard Gray and I met with Prairie City Council on May 27, 2015 and have reached consensus; we propose the following amendments to our Law Enforcement Services Agreement (*proposed amendments are in italics*):

- Section 2.2 Schedule of Services: Prairie City requested amendments to the contract language to read John Day will provide the Services “not more than twenty (20) hours per week and no Sunday patrols and more coverage on Friday and Saturday nights.”

Amendments proposed:

“John Day will provide the Services for approximately twenty (20) hours per week. John Day will exercise reasonable efforts to provide police patrol Services during Friday and Saturday evenings.”

- Section 2.5 Compensation: City of John Day requested a 10% increase in hourly wage. Attached is a spreadsheet Anna Bass developed designed to show us the projected cost to accommodate law enforcement services for Prairie City. Using FY 2016 charge out rate projections, and the number of hours worked from April 4, 2014 through January 31, 2015; the spreadsheet indicates we will not cover our expenses for Services provided to Prairie City. For fiscal year 2016, PERS is estimated to go down 18% for two of our officers; and up 9% for two of our officers; health insurance will increase by 17% and workers’ compensation by 10%. With that said; we budgeted for and requested a 10% increase for the Prairie City Law Enforcement Agreement.

Our current agreement states the overtime rate per hour will be paid for any Services performed for any “on-call” or “emergency” Services performed by John Day between the hours of 3 a.m. and 7 a.m. Our officers have been called out several times for emergencies outside of those hours and recommend amending the language to allow for overtime for any “on-call” or “emergency” Services.

Prairie City asked if there was a way to break down the gas allowance at an hourly rate instead of a flat rate of \$600 per month. They said if the officer is only in town for a couple of hours and most of that time the officer is parked using radar, they didn’t feel

they should be charged for that much gas. Lastly, Prairie City requested the last section of Section 2.5 to say Services will not exceed \$50,000 per fiscal year (not \$100,000.) We have budgeted for \$43,472 for police services and \$7,200 for vehicle reimbursement for fiscal year 2016. We negotiated a \$60,000 cap in order to give us some cushion.

Amendments proposed:

"2.5 Compensation. Subject to the terms and conditions contained in this Agreement, in consideration of John Day's performance of the Services, Prairie City will pay John Day the following compensation: (a) \$41.80 per hour for John Day's provision of the Services; (b) the Overtime Rate per hour for any Services performed by John Day in excess of forty (40) hours in any one week period; (c) the Overtime Rate per hour for any "on-call" or "emergency" Services performed by John Day; and (d) \$7.50 per hour for any patrol, travel, and/or other vehicle operation related Services for fuel and vehicle repairs, maintenance, and similar matters. On or about the tenth (10th) day of each month, John Day will submit monthly invoices to Prairie City concerning the Services performed by John Day during the immediately preceding month (each an "Invoice"). Each Invoice will contain (1) the date(s) the Services were performed, and (2) the number of hours (or fraction thereof) spent to perform the Services (including the identification of any overtime hours and/or "on-call" or "emergency" Services performed). If requested by Prairie City, an Invoice will also contain (x) a summary of the Services performed by John Day, (y) a report of arrests, incidents, and violations, and (z) any other information reasonably requested by Prairie City. Prairie City will pay the amount due under each Invoice within thirty (30) days after Prairie City's receipt of the Invoice. Notwithstanding anything contained in this Agreement to the contrary, the total amount payable by Prairie City for John Day's performance of the Services will not exceed \$60,000.00 per fiscal year (July 1 - June 30) without the parties' prior written agreement; provided, however, John Day has no obligation to provide any Services under this Agreement for which John Day will not be compensated due to the aforementioned \$60,000.00 limitation on total compensation (per fiscal year)."

RECOMMENDATION:

The John Day City Council allows Mayor Ron Lundbom to signed Amendment No. 1 to intergovernmental Agreement for Law Enforcement Services between the City of John Day and the City of Prairie City.

TO: John Day City Council

FROM: Peggy Gray, City Manager

DATE: June 5, 2015

SUBJECT: Discuss for Adoption Ordinance No. 15-165-03, an ordinance amending and restating Title 8, Chapter 2 of the John Day City Code, commonly known and referred to as the "John Day Nuisance Ordinance," with which Title 8, Chapter 2 Establishes definitions of nuisance, penalties, and procedures for abatement of nuisance in the City of John Day; superseding and repealing any and all ordinances, resolutions, and/or policies in conflict with this ordinance; and declaring an emergency.

Attachments:

- Ordinance No. 15-165-03
- Red-lined Ordinance No. 15-165-03
- Title 4, Chapter 3 Dangerous Buildings John Day City Code

BACKGROUND:

At the May 12, 2015 Council meeting the Safety Committee met and recommended the following revisions to the draft nuisance ordinance:

1. Delete Section 20. Windows and Doors. *Council felt the items that affect the city in this category are already addressed in Section 17.*
2. Delete Section 21. Glazing. *Council did not feel this section was necessary.*
3. Section 10 (c) regarding the open storage of materials directly associated with the primary activity of a business, provided the business is a permitted.....and the materials are enclosed by a sight obscuring fence *We have several businesses that have lawn and garden supplies outside especially during the summer months without a sight obscuring fence or even a fence for that matter. Examples are Ace Hardware, Thriftway Store, True Value Hardware, Len's Drugs etc. Council worries that this is too restrictive for our small town; same issue with Section 11 (f).*
4. Dry Vegetation definition: Council recommends taking out the months and suggests the following wording: "Dry Vegetation" means dry vegetation, including, without limitation, grass, weeds, shrubs when it is determined to be a fire hazard."

After Council discussion, it was the consensus of the Council to include the following sections (or a version of) of our current Nuisance Ordinance in the new Nuisance Ordinance:

1. Section 8-2-4-3: Snow and Ice Removal: *This is always an issue during the winter months. Council would like to see something to this effect in the new ordinance, maybe not so restrictive.*
2. Section 8-2-4-6: Trees: *Council would like you to expand the language for trees in the new ordinance. They like the language in the current City Code or something similar to it.*
3. Section 8-2-5-2: Unnecessary Noise: *Another issue within our town that we have used frequently. This section obviously needs updating; however, this section of our code is used a lot and needs to be included in the new ordinance.*

I have attached a redlined version for your convenience in your review of the revised ordinance. City Attorney Jeremy Green addressed suggested revisions with the exception of the snow and ice removal and the unnecessary noise sections. City Attorney Jeremy Green recommends the City not include these issues in the nuisance ordinance. Rather, the City should adopt a separate noise ordinance and a separate snow and ice removal ordinance comparable to what other municipalities have done recently. Jeremy states that among other reasons, the nuisance ordinance is not a tool that provides the type of quick response the City requires when responding to these issues.

Jeremy stated he has a good starting point for the City's noise ordinance (an ordinance that is current and provides the City (i.e. Police Department) the tools to quickly and effectively respond to noise disturbances). Jeremy's recommendation is that the City adopts a noise ordinance next month. We will present the Council with a snow and ice removal ordinance later this summer/fall for your consideration.

RECOMMENDATION:

The new ordinance provides the City with significant improvements relative to the City's former nuisance ordinance. The new ordinance establishes clear definitions, penalties, and procedures for abatement of nuisances. It streamlines the abatement process so that whenever the Health Officer or City Designee has reasonable grounds to believe that a violation has occurred, a notice of public nuisance and order will be served to the Owner(s) and Occupant(s) as described in Section 36.1 of the ordinance (without having to go through the City Council).

In reviewing the ordinance with City Attorney Jeremy Green, we discussed the "Derelict Structures" Sections 21 – 30.4. I asked Jeremy with having the "Derelict Structures" included in the new Nuisance Ordinance; do we need to keep the Dangerous Building Ordinance, Title 4, Chapter 3 of the John Day City Code as both ordinances essentially address the same issue. Jeremy reviewed the sections of the Dangerous Building Code language and determined, in order to avoid confusion and provide clarity, it would be best to repeal it along with the adoption of the new nuisance ordinance. Jeremy will make the revisions to the nuisance ordinance that includes the language to repeal Title 4, Chapter 3 Dangerous Buildings by the time of the city council meeting.

Recommended Motions:

First Motion: "I move to have Mayor Lundbom read Ordinance No. 15-165-03 by title only."

Second Motion: "I move to adopt Ordinance No. 15-165-03."

TO: John Day City Council

FROM: Peggy Gray, City Manager

DATE: June 5, 2015

SUBJECT: Discuss for Signature 2016 Special City Allotment (SCA) Grant
Attachments:

- Letter from Region 5 Local Agency Liaison Michael P. Barry
- Resolution No. 15-741-06
- Special City Allotment (SCA) Application
- Email from Michael P. Barry

BACKGROUND:

Attached is a letter from ODOT Region 5 Local Agency Liaison Michael P. Barry inviting the City of John Day to apply for a \$50,000 allotment from the Special City Allotment (SCA) fund for Fiscal Year 2016. The purpose of this program is to assist small cities in repairing or reconstructing city streets, which are inadequate for the capacity they serve and/or in condition detrimental to safety. The sum of \$1,000,000 is available for the 2016 program with a maximum of \$50,000 to be allotted to individual cities.

The City of John Day has received an Enhance Grant, Key No. 18918, US395: Sidewalk Improvements (John Day), 2018 construction date. The project begins at SW 6th Avenue and ends at the high school, the project will widen the highway to accommodate wider bike lanes and construct new curbs and 6-foot concrete sidewalks. A retaining wall with pedestrian railing is anticipated for a portion of this section.

Storm drain piping, inlets and manholes will be installed to accommodate storm drainage. The new storm pipe will connect to the City's existing storm drain system at S.W. 4th Avenue.

Attached is an email with ODOT Region 5 Local Agency Liaison Michael P. Barry asking him if the City could use this grant as part of our match for our Enhance project scheduled for 2018; he said yes and encouraged us to apply. Mr. Barry stated we may not get it this year but our time will come when the project does.

RECOMMENDATION:

Public Works Director Lance Woodcock and I recommend the John Day City Council adopt Special City Allotment Resolution No. 15-741-06; and allow Mayor Lundbom to sign the 2016 Special City Allotment (SCA) Application.

TO: John Day City Council
FROM: Peggy Gray, City Manager
DATE: June 5, 2015
SUBJECT: Other Business and Upcoming Meetings
Attachments:
• LOC Bulletin

OTHER BUSINESS:

1. The May 29, 2015 LOC Bulletin is included in your council packets.
2. Update on the Goodwin nuisance, 604 NW Bridge St. John Day. James Goodwin's father is in the process of cleaning up the property. I was informed the property is in judicial foreclosure; Ray Fields of Prairie City has been hired to trim the trees in two weeks; the cars are supposed to be hauled off this week; the tall grass has been mowed. City Attorney Jeremy Green stated to check the property weekly and wait and see if the property gets cleaned up. If they don't follow through, the City still has the authority to go in and clean it up later.
3. John Day Planning Commission approved the site design for the new fire station on May 28, 2015. Architects are working on bid set documents for subcontractor bidding.
4. The EPA/ODEQ have been invited to attend the June 9, 2015 council meeting to update the Council on our vapor issue.

UPCOMING MEETINGS:

June 23, 2015

7:00 p.m.
Council Chambers

Regular City Council Meeting