

**March 13, 2019
Regular Session
City of Gaston**

Present: Mayor Jerry **Spaulding**, David **Meeker**, Bill **Martin**, Mario **DePiero**, Sarah **Branch**, and Suzy **Carver**.

Absent: Don **Richter** (*excused*), City Recorder Wenonah **Blanchette** (*excused*)

Staff: Public Works Director Brent **Whittaker**, City Clerk Sharon **Bregante-Candau**, Washington County Deputy Rob **Richards**, and City Attorney Ruben **Cleaveland**.

I. Mayor Jerry **Spaulding** called the regular meeting to order at 7:00 PM.

II. ROLL CALL: City Clerk **Bregante-Candau** conducted the roll call for the record with:

Councilor Suzy **Carver**: present
Councilor Sarah **Branch**: present
Mayor Jerry **Spaulding**: present
Councilor Bill **Martin**: present
Councilor David **Meeker**: present
Councilor Mario **DePiero**: present
Councilor Don **Richter**: absent (with excuse)

III. ADDITIONS OR DELETIONS: None

IV. STAFF/COUNCIL/COMMITTEE/SUPERVISOR REPORTS:

Police: Deputy **Richards** reported the February 2019 statistics: 57 total incidents, 17 of which were public demand, 3 arrests within the city limits, 20 traffic stops, and 8 citations. Contract hours: 120 expected, 139 hours supplied. On February 2, an individual from the apartments on 98 Second St reported his truck was stolen by a known associate from the parking lot. The truck was entered as stolen and eventually recovered.

- On February 6, an individual from 408 First St reported 2 propane tanks were stolen from his trailer near the church at 202 Church St.
- On February 8, a subject reported his tools stolen from his shop on his property. There were no suspect leads.
- On February 26, there was a report about junior high school students sharing inappropriate cell phone photos. The report was investigated, and police spoke with the students, staff, and parents. No arrests were made, and education was provided.
- As reported on the Gaston social media, there was a theft of solar-powered yard lights from a house on Church St, and the lights were returned. The suspect has been identified and an arrest would be made as soon as the person was located.

City Clerk **Bregante-Candau** asked for questions about her status report since everyone had had an opportunity to read it in the Council packet. City Clerk **Bregante-Candau** clarified that Jennie **Proctor**, who was mentioned in her report, was the Project Manager for the Community Development Block Grant (CDBG).

Public Works: Public Works Director **Whittaker** highlighted his report, which was in the packet. He addressed the email from Sharon **Timmons**, 409 Trail St, regarding fees for turning their water back on after it was shut off. He noted she did not have a history of late payments. Her mail was coincidentally returned to Public Works, even though addressed correctly. The only notice she received was a door-hanger prior to the water being shut off, so she was asking for the fee to be refunded.

Councilor **Branch** stated she was in support of the refund since she had experience with the mail situation. She suggested that education be provided about the mail. Public Works Director

Whittaker confirmed he shared information with her to contact the postmaster about the mail issue.

Motion by Sarah **Branch**, seconded by Mario **DePiero** to refund the fees to Sharon Timmons. Motion carried unanimously. Ayes: **Spaulding, Meeker, Martin, DePiero, Branch, and Carver**. Nays: 0

Public Works Director **Whittaker** stated the park use agreements with Gaston Youth Sports and the Gaston School District were still unresolved. Randy **Hoodenpyl** wanted to address the Council and ask for some changes, although he had not made Public Works Director **Whittaker** aware of those changes. Mr. **Hoodenpyl** also wanted clarification on the prorating for the field use contract for the school.

Councilor **Branch** noted it was on both contracts and agreed should be addressed. Public Works Director **Whittaker** noted the contract was for the entire year, not just the season, and asked for direction regarding prorating.

Councilor **Branch** asked what the purpose was behind doing a full-year contract versus seasonal. Public Works Director **Whittaker** clarified it gave them access to get on the field when it was ready, as opposed to having a specific date, which could depend on flooding. It would also give access for the full year for the softball field, as well as tournaments throughout the year.

Councilor **Branch** suggested breaking the rate up by month, week, and day, with a percentage or a specific amount. For example; dividing the \$2100 by 12, and then by the days of the month. Public Works Director **Whittaker** believed a monthly basis specific to the time during their seasons would be the easiest method.

Councilor **Branch** requested the monthly basis option be built into contract, along with the provision that the City should not be liable for any injury that occurred when the contract was in place with Youth Sports' or District's teams. City Attorney Ruben **Cleaveland** stated he would work with Public Works Director **Whittaker** to add a standard indemnification clause so the school was indemnifying the City for anything that could occur as a result of their activities. No motion was necessary for the correction.

Councilor **Branch** confirmed the invoice amount of \$675 owed to the City was still outstanding. Since there was not a signed contract, she asked how they could be held liable. Public Works Director **Whittaker** noted that in a meeting prior to the season, it was recognized Gaston Youth Sports was paying \$7.50 per student, but they never received a contract. After the season, Mr. **Hoodenpyl** supplied a head count, and agreed to the amount of \$675. The amount was never paid, but since there was no contract, the City has no recourse. The challenge with field use agreements was the fields' use was for the benefit of the kids.

Councilor **Branch** noted it was previously established that field use agreements were not for the purpose of profit, and asked if the fees were necessary. Public Works Director **Whittaker** clarified it was to reimburse the tax payers for things the City had to purchase, such as supplies, gasoline, and labor. As Gaston Youth Sports were the primary users, they were sharing a greater percentage of the burden, although not all of it.

Councilor **Branch** agreed that since it was necessary for recuperating expenses, it seemed like a good idea to continue the field use agreements. However, it was difficult for Council to hold them accountable to an invoice if they did not have a contract. City Attorney Ruben **Cleaveland** stated that after discussion and agreement on a reasonable rate and accepting the use of that service, there was a valid verbal agreement, although not a written contract. It was not necessarily unenforceable, but it was a question of whether it was something Council wanted to enforce.

Public Works Director **Whittaker** clarified the verbal agreement was made during a meeting he had with Mayor **Hall**, Alex **Fern**, Randy **Hoodenpyl**, and Gary **Hedin** in December of 2017 or January of 2018, and there were no meeting minutes.

Councilor **Meeker** confirmed the water hydrant replacement had stopped the leaks.

Mayor **Spaulding** requested direction from the Council about enforcing the verbal agreement with Gaston Youth Sports.

Councilor **Branch** noted there was an agreement, but the question was how Council should act upon the unpaid invoice and what recourse there might be.

Councilor **DePiero** and Councilor **Branch** suggested including a one-time \$675 charge for the unpaid invoice in the current contract, making it clear and binding. City Attorney Ruben **Cleaveland** suggested stating that payment in arrears for the previous use of the field must be made before the contract would become effective. There were different ways Council could address the matter. Public Works Director **Whittaker** noted the high school team had been using the field today, but he was uncertain how to proceed. He agreed the cost needed to be recuperated from the sports teams' administrators, but the kids were the ones recouping the fields after the floods.

Councilor **Branch** suggested the teams provide the supplies and the City help with maintenance. Public Works Director **Whittaker** replied he had discussed that option with former Mayor **Hall**, and he was adamantly opposed. City Attorney Ruben **Cleaveland** suggested a phone call to inquire about the unpaid invoice, explaining it was challenging when trying to structure the new agreement. Public Works Director **Whittaker** stated he had that conversation several times with no results, adding perhaps someone with more authority should make the call.

Councilor **Carver** noted parents pay for their kids to participate in sports in order to cover the costs of things like uniforms and field use.

Mayor **Spaulding** noted the City had not been paid in so long; the Gaston Youth Sports kept getting away with not paying. He added that Public Works Director **Whittaker** had set up three meetings with Mr. **Hoodenpyl**, but he had not attended any of them.

Councilor **Martin** suggested working first on the money currently owed before proceeding with a new agreement.

Councilor **Branch** explained the fields were already being used, and it was a public park, so why not. She asked who should reach out to Mr. Hoodenpyl for a discussion.

Mayor **Spaulding** stated he and Public Works Director **Whittaker** could address it with Mr. **Hoodenpyl** next Friday, and confirmed City Attorney **Cleaveland** believed sending a letter should be a last resort.

Public Works Director **Whittaker** agreed with scheduling the meeting and depending on whether Mr. **Hoodenpyl** came, he suggested making it clear it was the final opportunity the City would reach out; Gaston Youth Sports could either not use the field or contact the City. Council confirmed he could schedule the meeting with Mr. **Hoodenpyl**.

V. CITIZEN COMMUNICATIONS:

- **Randy Hoodenpyl-Gaston Youth Sports User Fee**

Mr. **Hoodenpyl** was unable to attend.

VI. PRESENTATIONS:

- **Gaston Jr/Sr High School Manufacturing Class – Welcome to Gaston Sign Ideas**

Jesse **Kintz**, Darius **Davis**, Dylan **Geiger-Lee**, and Anthony **Alvarado** presented the proposed designs for the "Welcome to Gaston" signs, referencing the diagrams that they brought. The signs would be constructed of two, steel I-beams, with large, gray boulders in front to make the signs pop. The wording would be some type of metal fabrication, and someone from Western Iron Works would assist with that. The background would be a textured, removable wooden plank allowing for replacement when it began to show signs of wear. The goal was for the sign

to last 100 years. They were considering putting the City's seal toward the top of the sign. The cost for materials would about \$2,000. The class hoped to get \$4,000 for one sign and would do two signs for \$7,000. They hoped to complete the project by the end of the school year.

Councilor **Branch** confirmed the town phrase that resulted from the community poll could be incorporated into the sign, noting the publicity and excitement surrounding it. She commented that on the existing Gaston sign, "Gaston" was large, but displayed low on the sign, so it could not be seen when the grass grew. The new design showed "Gaston" on the bottom also, and suggested that be considered moving forward.

Mr. **Kintz** replied the location of the sign would affect the final design, although no plan was currently in place to determine the location.

Councilor **Branch** noted ODOT would need to be consulted regarding the placement in order to ensure a good location and approval. She supported doing two signs since Gaston has two entrances on a major thoroughfare. Public Works Director **Whittaker** noted approval would be required from ODOT, as well as the post office for the signs' placement.

Councilor **Branch** suggested placing the sign across the street from the post office, so it would also be ODOT right-of-way. Public Works Director **Whittaker** replied if ODOT allowed it, the area would need to be built up a little bit.

Councilor **Martin** suggested the City contact ODOT for permission before any decisions were made.

City Clerk **Bregante-Candau** noted signage was allowed as part of ODOT's sign procedures, staff would follow ODOT procedures.

Motion by Councilor **Meeker**, seconded by Councilor **Martin**, to move forward with two Welcome to Gaston signs, based on the ideas presented by the High School Advanced Manufacturing Class. Motion carried unanimously. Ayes: **Spaulding, Meeker, Martin, DePiero, Branch, and Carver**. Nays: 0

Councilor **Branch** requested that design updates be presented to Council.

VII. CONSENT AGENDA:

- **Bills Payable—March 2019**

City Clerk **Bregante-Candau** clarified she could not move forward in paying the bills without the authorization to access the bank accounts and records. She had already been given permission to access PERS by Mayor **Spaulding** and Councilor **Meeker**.

Motion by Councilor **Branch**, seconded by Councilor **Meeker**, to authorize City Clerk **Bregante-Candau** to access bank accounts and payroll. Motion carried unanimously. Ayes: **Spaulding, Meeker, Martin, DePiero, Branch, and Carver**. Nays: 0

City Clerk **Bregante-Candau** confirmed she would finalize and process the bills payable for Council's review and approval at the meeting next week.

VIII. NEW BUSINESS:

- **VanKoten and Cleaveland Legal Services:** City Attorney Ruben **Cleaveland** stated he left the firm he was with previously and formed a new one. The contract with the City would be the same as the one he had been currently working under, and his rates had not been raised.

Motion by Councilor **Meeker**, seconded by Councilor **Martin** to approve the contract from March 1, 2019 to February 29, 2020, employing Ruben **Cleaveland** LLC. Motion carried unanimously. Ayes: **Spaulding, Meeker, Martin, DePiero, Branch, and Carver**. Nays: 0

- **Washington Co. Sheriff's Contract:** Mayor Spaulding stated Council had plenty of time to consider the contract with Washington County. He confirmed Sergeant **Ray** was present to answer questions from Council.

Sergeant **Ray** confirmed the three percent increase was primarily due to the cost of living adjustment, adding that the contract would be for the same services and contract hours. The contract expired at the end of June.

Councilor **Branch** stated she would feel more comfortable knowing what the City's budget was before proceeding with the contract. Sergeant **Ray** said tabling the contract was fine, adding the Sheriff's office valued its relationship with the City.

Motion by Councilor **Martin**, seconded by Councilor **DePiero**, to table the Washington Co. Sheriff's Contract until the next City Council meeting on April 10, 2019. Motion carried unanimously. Ayes: **Spaulding, Meeker, Martin, DePiero, Branch, and Carver**. Nays: 0

- **Council Training – Oregon Government Ethics Training:** Following discussion, Council agreed to schedule the training for April 24, 2019 at 6:00 pm

- **Proposed changes to the Employee Handbook – Move Pay Date for Employee's Pay Checks:** City Clerk **Bregante-Candau** noted that employees were currently paid near the end of each month. However, the information had to be sent to the payroll provider prior to the end of the month, which required estimating hours for the last few days of the month, often resulting in necessary corrections. Employees would still receive a monthly paycheck, although it would be about one week later than the current schedule, likely between the third and the fifth of the month.

Motion by Councilor **DePiero**, seconded by Councilor **Meeker**, to approve the changes to the Employee Handbook, moving the pay date for employee paychecks. Motion carried unanimously. Ayes: **Spaulding, Meeker, Martin, DePiero, Branch, and Carver**. Nays: 0

- **ServLine Leak Adjustment Insurance Presentation:** City Clerk **Bregante-Candau** acknowledged Council had not had the opportunity to review the information in the meeting packet and may want to delay making a decision. A presentation from a company representative could be arranged if desired by Council. Councilor **Martin** understood it was a user option, so there would be no cost for those not wanting to participate. City Clerk **Bregante-Candau** clarified it was insurance for the water users on the water system, and she understood they could opt-in or out of the monthly insurance payment. She had not been able to review the proposal, which was just received yesterday. Councilor **Carver** understood it was something that would be sent out to customers to determine their interest. City Clerk **Bregante-Candau** clarified the City contracts with ServLine, so the City paid the monthly insurance premium, and the City recoups its cost by charging a certain amount to the users of the water system. The amount would vary based upon how many opted-in or out. There were three options for coverage, ranging from \$500 to \$1000.

Motion by Councilor **Branch**, seconded by Councilor **Martin** to table the ServLine proposal until the next Council meeting on April 10, 2019. Motion carried unanimously. Ayes: **Spaulding, Meeker, Martin, DePiero, Branch, and Carver**. Nays: 0

- **Resolution No. 2019-001 – Authorizing the City to Apply for an OPRD LGGP**

Grant: Councilor **Branch** stated she supported the Oregon Parks and Recreation Department (OPRD) Local Government Grant Program (LGGP), but given the City's ongoing operations and maintenance commitments, she was uncertain it could be maintained.

City Clerk **Bregante-Candau** said she planned to survey the public to see what projects the residents wanted first but with the added duties she had that month she was unable to. She had contacted the EPA about a grant for an environmental assessment on 104 Onion Ln to determine if any clean up or intervention was necessary. Funding had been applied for to pave that area and provide walkways. She had been told the grant request was too high, so she suggested paring down the grant and phasing the project to request funding for just the paved ADA pathway from the sidewalk on East Main through the middle of the ball fields to 104 Onion Ln, then paving the parking lot at 104 Onion Ln as a second phase, and then adding a permanent restroom. These phases would be a continuation of the environmental assessment work on 104 Onion Ln. The deadline for the application was April 1st.

Staff hoped to do something with E. Main St. this summer. City Clerk **Bregante-Candau** had tried to contact Garland **Sandel**, ODOT, who was coordinating the funding of the restoration of E. Main after the storm, since monies had been approved through the Federal Highway Association for that work but was unable to. The work on 104 Onion Ln would begin after the restoration work was complete.

Councilor **Branch** believed the walkway was a decent idea because there was a lot of foot traffic through there. City Clerk **Bregante-Candau** distributed a presentation and proposal to Council that had been done last year and indicated the changes she suggested.

Resident, **Bob Dooley** suggested focusing on restrooms sooner, adding the portables cost the City a lot of money already. Councilor **Carver** replied there was something about doing the restrooms with the parking lot.

Motion by Councilor **Meeker**, seconded by Councilor **DePiero** to approve Resolution No. 2019-001 and move forward with a phased approach. Motion carried unanimously. Ayes: **Spaulding, Meeker, Martin, DePiero, Branch, and Carver**. Nays: 0

City Clerk **Bregante-Candau** confirmed she would work with Jason **Wuertz**, AKS, on some cost estimates and report back to Council about which phase the City should move forward with first. She believed the pathway should be first as it would provide ADA access through to the parking lot, and then install ADA parking.

IX. OLD BUSINESS:

- **City Engineer RFQ:**

- **Termination Letter – Firwood Design Group:** Public Works Director **Whittaker** clarified AKS was chosen for the City's planning services and explained five engineering firms would be invited to provide their qualifications so Council could select an engineer. A 30-day termination letter would be sent to Firwood Design Group to terminate that contract. Council had raised concerns about potential litigation with the early termination, but this situation was completely different from what happened with the City of Forest Grove. As Council requested, AKS had reviewed the matter and saw no issues.

City Attorney **Cleveland** stated he worked with Public Works Director **Whittaker** to put together a letter that satisfied the written notice requirement without stating cause. Then, the City could move forward with the Request for Qualifications (RFQ) and once a determination was made as to which firm was the most qualified, they would be invited to discuss price.

Motion by Councilor **DePiero**, seconded by Councilor **Branch**, to proceed with the City Engineer RFQ letters. Motion carried unanimously. Ayes: **Spaulding, Meeker, Martin, DePiero, Branch, and Carver**. Nays: 0

Motion by Councilor **DePiero**, seconded by Councilor **Carver**, to send the termination letter to Firwood Design Group. Motion carried unanimously. Ayes: **Spaulding, Meeker, Martin, DePiero, Branch, and Carver**. Nays: 0

X. COMPLAINTS:

- New: None
- Old: 104 2nd St: Public Works Director **Whittaker** addressed concerns about tree removal on the Third St. cul-de-sac. The dead tree had been removed and the safety issue had been eliminated, although more clean-up was required. After multiple attempts to contact the property owner, Public Works Director **Whittaker** was able to inform him that his homeowners insurance would not cover the damages to another's property. He confirmed the complaint, which came from a neighboring property, regarding the fact that the trees were rotten.

XI. ADJOURNMENT: Mayor **Spaulding** confirmed there was no further business and adjourned the meeting at 8:17PM to convene the Executive Session.

XII. EXECUTIVE SESSION:

Pursuant to ORS 192.660(2)(h) This allows the public body to meet in Executive Session to consult with legal counsel regarding current litigation or litigation that is likely to be filed or a threat.



Mayor Jerry Spaulding

Mayor David Meeker

Attest:



City Clerk Sharon Bregante-Candau