



City Council Business Meeting Minutes August 08, 2023

Mayor: Robert Duncan, Presiding
Council President: Mike Caughey, Present
Councilors Present: Kimberly Downey, Randy Klemm, Charlotte Thomas, and Cindy Knox
Councilors Absent: Robert Boese
Staff Present: City Administrator Michele Eldridge, Finance Officer/Deputy City Recorder Cathy Nelson, Utility Billing Supervisor Carol Canham
City Recorder/Municipal Court Clerk Lori Ross
Meeting Location: Harrisburg Municipal Center Located at 354 Smith St

CALL TO ORDER AND ROLL CALL by Mayor, Robert Duncan at the hour of 6:33pm

CONCERNED CITIZEN(S) IN THE AUDIENCE. All in attendance were there for items on the agenda.

THE MATTER OF MEETING WITH A MEMBER REPRESENTATIVE FROM LCSO IF ONE IS AVAILABLE

STAFF REPORT: Sheriff Duncan reviewed the monthly report for July. She referred to the amended July 2023 report (**Addendum 1**) showing the total number of hours as 376.25 instead of 396.25. The Posse hours were mistakenly included in the previous total.

- Sheriff Duncan stated there has been a change in the Emergency Management process and an executive summary of all fires or evacuations will be sent out to all City Administrators throughout the county. Sheriff Duncan commented that all agencies that participated in the Priceboro Rd fire, including farmers, worked well together to get the job done.
- Downey asked how long it took to get airplanes involved in the fire. Sheriff Duncan responded it was immediately as they diverted from the Bedrock fire.
- Fire Chief Bart Griffith commented that the first helicopter was on the scene before they arrived and the Incident Commander, Chad Calderwood, requested everything that was available. Chief Griffith gave some statistics to City Council:
 - Harrisburg Fire & Rescue received the call at 3:11pm and arrived at 3:27pm.

- Firefighters and trucks from Albany, Halsey/Shedd, Brownsville, Tangent, Lebanon, Junction City, Dexter, Coburg, Lane Fire Authority, McKenzie Fire, Goshen/Pleasant Hill, South Lane Fire, Mohawk, Upper McKenzie, Eugene/Springfield.
- Five Engine Task Force from Marion County, a five Engine Task Force from Benton County, and the Oregon Department of Forestry (ODF).
- In total they had 44 fire engines and roughly 120 firefighters on scene the first day and 220 the second day.
- Firefighters were at the fire for 39 hours straight before handing it over to the ODF.

THE MATTER OF TRACKING HOURS FROM LCSO

STAFF REPORT: Sheriff Duncan referred to section no.1 of the LCSO Contract (**Addendum 2**) stating the total required annual hours of 3,300 includes a total of 275 required hours for the month of July showing that LCSO has made up the shortage of 78.25 hours for the month of June by supplying 376.25 hours in July.

- Eldridge stated for next year, we could add more hours for July to the contract and pay for it or have those hours included in the contracted hours.
- Sheriff Duncan and Eldridge both agreed that the contract should be clearer in the future.
- Caughey asked Sheriff Duncan about the pocket dials. Sheriff Duncan responded that those aren't necessarily added towards our contracted hours and clarified the monthly reports reflect every call to dispatch or 911 whether they respond or not.

THE MATTER OF APPROVING AN ADDENDUM TO THE CITY ENGINEERS CONTRACT

STAFF REPORT: Eldridge informed Council that Branch Engineering has not increased their rates since 2019. She referred to page 66 of the agenda which listed the hourly charge rates. Eldridge reminded Council that the City will be using engineering services on multiple upcoming projects. Eldridge recommends Council approve the contract addendum. No further discussion.

- Downey **motioned to authorize the City Administrator to sign the City Engineer Contract Addendum as shown in Exhibit B and was seconded by Klemm. The motion passed unanimously by a vote of 5-0.** (Yes: Caughey, Downey, Thomas, Klemm and Knox. No: None.)

THE MATTER OF APPROVING AN AGREEMENT WITH TATE PUBLIC AFFAIRS AS THE LOBBYIST/CONSULTANT FOR THE SMALL MUNICIPALITY ADVOCACY COALITION (SMAC)

STAFF REPORT: Eldridge stated the agreement is for 12 months and under the termination clause, the City does have the ability to terminate at any point. The cost is \$325 per month and \$3,900 per year. Eldridge informed Council of upcoming legislative training classes beginning in August with a session in Harrisburg at 7pm on September 21st, which she would like all Councilors to attend.

- Downey wanted clarification on what our goal was. Eldridge replied our first goal is to deal with the overreach of regulatory standards. Downey liked that response but noted that she wants to make sure the City is going to get something out of this, or we will be moving on.
 - Thomas **motioned to authorize the City Administrator to sign the agreement on behalf of the City of Harrisburg and was seconded by Caughey.** Thomas questioned the motion and if it should be more specific on the type of agreement. *With no majority vote, the motion died.*

- Thomas **motioned to authorize the City Administrator to sign the SMAC agreement on behalf of the City of Harrisburg and was seconded by** Caughey. **The motion passed unanimously by a vote of 5-0.** (Yes: Caughey, Downey, Thomas, Klemm and Knox. No: None.)

THE MATTER OF APPROVING THE CONSENT LIST

STAFF REPORT: No comments or concerns.

- Downey **motioned to approve the consent list and was seconded by** Caughey. **The motion passed unanimously by a vote of 5-0.** (Yes: Caughey, Downey, Thomas, Klemm and Knox. No: None.) **Motion to approve the consent list approved the following:**
 - **City Council Minutes for June 14th, June 28th, and July 25th, 2023**
 - **The Payment Approval Report for July 2023**

OTHER ITEMS

- Eldridge informed Council of the following:
 - Meter readings were not able to be performed in June due to our handheld reading device not working. Because of this, residential customers were billed for water based on the previous month's usage; May 2023. Eldridge informed Council the Public Utility Commission allows this type of methodology two times a year and it is also stated in our Municipal Code. Eldridge commented that Industrial and Commercial Business's meters were read manually and were not affected. When meters were read in July, water usage was higher for some residents due to being undercharged for units the previous month. Eldridge informed Council this triggered comments on social media about the City overcharging and triggered some calls to City Hall. Eldridge had Nelson perform an audit on 59 random accounts, which is about 5% of residential accounts, to verify that residents were not double billed as implied on social media. Nelson stated the billing was done correctly and residents were not double billed.
 - Canham commented that if a reading was abnormally high from the previous year's usage, she had public works read the meter again. Canham further commented that she did place a note in the May and June utility bills informing residents of the issue and to contact her if they had any questions or concerns. She received a few calls then several more once the post appeared on social media.
 - Some of the suggestions Council had if this should happen again were to highlight the message or to add 20% to the estimate.
 - Eldridge informed Council a new battery has been ordered for the handheld and they are in the process of looking into purchasing a new device.
 - The Harvest Festivals attendance was up from the previous year and that proceeds go to support local agricultural and FFA programs.
 - Eldridge is holding a pre-application conference with Shadowood for the infrastructure work for the water, sewer, and storm lines.
 - The annual City-wide Garage Sale is Saturday, August 12th and as of today, there are over 30 homes signed up.
 - Eldridge met with Courtney Flathers today who is newest member of the Governors Regional Solutions Team (RST) who will be looking at funding recommendations for the City. Another RST member, Laura Ingram, is continuing to look for a waiver for the City to be able to use equipment we have already purchased for the water

bond. She has also given the City a scholarship to attend a conference where funding agencies will be in attendance.

- Eldridge will be applying for a trail grant through Oregon Parks Recreation Department.
- Caughey asked Knox about the funding for the new playground. Knox stated they have applied for another grant for the remaining balance and should hear back by September 14th.
- Nelson stated the Library is holding a Cultural Fair Event September 9th at the Museum from 11am to 5pm which will include dancers from different ethnicities, storytime and food.

With no further discussion, the City Council Work Session adjourned at the hour of 8:07pm.

Mayor

City Recorder



LINN COUNTY SHERIFF'S OFFICE

Michelle Duncan, Sheriff

1115 S.E. Jackson Street, Albany, OR 97322

Albany, OR. 97322

Phone: 541-967-3950

www.linnsheriff.org

2023

MONTHLY REPORT TO THE CITY OF HARRISBURG FROM THE LINN COUNTY SHERIFF'S OFFICE

FOR THE MONTH OF:

JULY

TRAFFIC CITATIONS: -----	18
TRAFFIC WARNINGS: -----	26
TRAFFIC CRASHES: -----	2
ARRESTS MADE: -----	4
COMPLAINTS/INCIDENTS INVESTIGATED: -----	299

TOTAL HOURS SPENT:

HARRISBURG

376.25 hrs. (*Amended*)

CONTRACT HOURS= 275 HOURS

**Michelle Duncan,
Sheriff, Linn County**

By: Sgt. Steven Frambes

**INTERGOVERNMENTAL AGREEMENT BETWEEN
CITY OF HARRISBURG AND LINN COUNTY SHERIFF'S OFFICE**

PARTIES TO THE AGREEMENT

This agreement is made and entered into this 1st day of July, 2022, by and between the City of Harrisburg, a municipal corporation of the State of Oregon, hereinafter called CITY, and Linn County, Oregon, a political subdivision, of the State of Oregon, and the Sheriff of Linn County, hereinafter called COUNTY.

PURPOSE

The CITY is desirous of contracting with COUNTY for the performance of the hereinafter described law enforcement functions within its boundaries by the COUNTY, through the Sheriff thereof. The COUNTY is agreeable, with approval of the Sheriff, to rendering such services on the terms and conditions hereinafter set forth herein. This agreement is authorized and provided for by the provisions of ORS 190.010 and ORS 206.345.

**IN CONSIDERATION OF THE MUTUAL CONVENANTS
CONTAINED HEREIN, THE PARTIES AGREE TO THE
FOLLOWING TERMS, PROVISIONS AND CONDITIONS:**

1. **Payment by CITY.** CITY shall pay COUNTY in cash equivalent the annual sum set forth below (other cities listed for information only):

CITY	HRS	CONTRACT AMOUNT		
		2022-2023	2023-2024	2024-2025
Brownsville	2400	\$190,296	\$197,904	\$205,824
Halsey	864	\$68,506	\$71,245	\$74,096
Harrisburg	3300	\$261,657	\$272,118	\$283,008
Millersburg	1836	\$145,576	\$151,396	\$157,455
Scio	864	\$68,506	\$71,245	\$74,096

Said amounts shall be paid in quarterly installments during the course of each fiscal year, July 1st through June 30th.

2. **Service to be Performed by COUNTY.** COUNTY shall perform the services described on EXHIBIT A, which by this reference is incorporated into this agreement herein.
3. **Term.** The term of this agreement shall run concurrent to the term of the COUNTY Collective Bargaining Agreement and shall be from July 1, 2022 through and including June 30, 2025. However, the service of the COUNTY shall continue to be performed and the authority granted to the COUNTY to enforce the ordinances of

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STEVE DRUGKEMILLER, CLERK
BY  Clerk

the CITY shall continue until thirty days after notice is given by either party that such services or authority is discontinued. By December 31st of each year, the CITY and COUNTY shall review the terms of the agreement and determine if any amendments are desired. In order for any modification to be effective, any amendment, modification or otherwise shall be in writing and approved by all parties.

4. **Indemnification.** To the fullest extent permitted by law, and in accordance with the Oregon Constitution and the Oregon Tort Claims Act, each party to this Agreement shall indemnify, defend, save, and hold harmless the other party and its officers, employees and agents from and against all claims, actions, liabilities, damages, losses, or expenses, arising from:
- I. Injury to any person or damage to property caused by the negligence or other wrongful acts or omissions of the party, its officers, employees or agents; or
 - II. Failure or refusal of one party to perform or fulfill its responsibilities under this Contract or any law, through no fault of the other party. The obligations or rights under this section may not be delegated or assigned without the express consent of the other party.

The terms of this provision are neither intended to nor shall they create a right for any third party. The obligations contained in this section shall survive the termination of this Agreement.

5. **COUNTY** shall be exclusively responsible for all its employees, for providing their wages, benefits, insurance, taxes and all the like whether required by federal, state or local law or any Collective Bargaining Agreement, including but not limited to workers compensation and contributions to Public Employees Retirement System (PERS).
6. **Entire Agreement.** This Agreement signed by all parties is the parties' final and entire Agreement and supersedes all prior and contemporaneous oral or written communications between the parties, their agent and representatives. There are no representations, promises, terms, conditions or obligations other than those contained herein.
7. **Venue.** Resolution of any disputes arising out of the performance of this contract shall be maintained in the Circuit Court of Linn County.

IN WITNESS WHEREOF, the CITY by resolution duly adopted by its respective City Council cause this agreement to be signed by its Mayor and attested by the City Recorder, and the COUNTY by order of its County Commission and attested by the Clerk and the said COUNTY, and subscribed by the Sheriff of Linn County, all on the day and year first above written.

CITY OF Harrisburg

LINN COUNTY, a political
subdivision of the State of
Oregon

By: Robert E. [Signature]
Mayor Date 7/11/22

By: Reger [Signature] 6-21-2022
Chairman Date

ATTEST:

[Signature]
City Recorder

[Signature] 6-21-2022
Commissioner Date

[Signature] 6-21-2022
Commissioner Date

APPROVED AS TO FORM:

[Signature]
Linn County Legal Counsel

[Signature] 6/24/2022
Sheriff Date

[Signature]
City Legal Counsel

ATTEST:

[Signature]
Linn County Clerk

EXHIBIT A

1. The COUNTY agrees to provide law enforcement services within the corporate limits of the CITY, to the extent and in the manner hereinafter set forth. The law enforcement services shall encompass duties and functions of the type within the jurisdiction of and customarily rendered by the COUNTY, pursuant to the statutes of the State of Oregon, and those duties associated with the enforcement and compliance with the Ordinances duly authorized and enacted by the CITY. Such services shall include the enforcement of State statutes and municipal Ordinances of the CITY.
2. CITY grants to COUNTY full municipal police authority.
3. The rendition of such service, the standards of performance, the discipline of officers, and other matters incident to the performance of such services and the control of the personnel so employed, shall remain with the COUNTY.
4. For the purpose of performing all functions of this agreement, COUNTY shall furnish and supply all necessary labor, supervision, equipment, radio communication facilities and supplies necessary to render said services.
5. COUNTY shall set the rate for services, per the table below:

Hourly Rate		
2022-2023	2023-2024	2024-2025
\$79.29 / hour	\$82.46 / hour	\$85.76 / hour

6. COUNTY shall provide a minimum amount of hours per month to be dedicated in the CITY as listed below:

CITY	MONTHLY CONTRACTED HOURS		
	2022-2023	2023-2024	2024-2025
Harrisburg	275	275	275

- a. The Contracted Cities acknowledge that law enforcement agencies throughout the state are struggling to maintain certain staffing levels, and that COUNTY could experience problems with meeting minimum contractual hours; and,
- b. That this provision shall not apply to any shortfall in hours based upon catastrophic acts of nature, riot, war, or any other major event that is reasonably beyond the COUNTY's ability to anticipate or control.
- c. COUNTY acknowledges and agrees that any shortfall to minimum monthly contracted hours that are dedicated to each CITY shall be

made up within the next two consecutive months following. If COUNTY is unable to provide the minimum monthly contracted hours for three months in a row, then the CITY shall have the right to pay the COUNTY based on the actual hours worked according to the rate for services shown in Exhibit A.

7. Annual contract increases to the CITY shall be directly related to the COUNTY Collective Bargaining Agreement and related to the percentage of increase in the total cost of COUNTY personnel, to include COLA's, fringe benefits, payroll costs and other COUNTY related expenses. CITY agrees to the hourly rate increases in paragraph five (5) of Exhibit A, based on the minimum hours provided by COUNTY in paragraph six (6) of Exhibit A for each fiscal year.
8. CITY shall have the ability to request and receive targeted services and enhanced patrol, e.g. traffic, and municipal code enforcement.
9. COUNTY acknowledges and agrees that all municipal and criminal offenses within the CITY'S corporate limits, whether initiated by citation, complaint, affidavit, warrant, order, or other instrument shall be prosecuted in the Linn County Circuit Court, Justice Court, or applicable CITY court, as directed by the CITY. Offenses include but are not limited to, CITY Municipal Code Offenses, Violations, and Crimes, and all applicable provisions of the Oregon Criminal Code.
10. COUNTY acknowledges and agrees that all traffic offenses within the CITY'S corporate limits, whether initiated by citation, complaints, affidavit, warrant, order, or other instrument, with the exception of felonies, shall be prosecuted in the Linn County Circuit Court, Justice Court, or applicable CITY court, as directed by the CITY. Offenses include, but are not limited to, all applicable provisions of the Oregon Motor Vehicle Code.
11. The COUNTY agrees to assign deputies to work the following CITY events during the organized festivities as requested by the CITY:

CITY	SPECIAL EVENT	# DEPUTIES	# TOTAL HOURS
Harrisburg	Old Fashioned 4 th of July	4	36
Harrisburg	Christmas Light Parade	2	4

The COUNTY and CITY agree the cost of the special events is incorporated into the Annual Contract Cost in paragraph 1 of this agreement.

12. The COUNTY agrees to provide a monthly report of all law enforcement activities within the corporate limits of the CITY. The monthly report shall demonstrate compliance with paragraphs 6-9. COUNTY will make a reasonable attempt to assign a liaison with the rank of Sergeant or higher to attend designated individual CITY Council meetings.

13. COUNTY and CITY, including all contracted cities, shall implement a quarterly joint meeting with the Sheriff or Undersheriff to ensure relationships are adequate to jointly achieve the goals of each party. Meetings will be attended by CITY designee including but not limited to the Mayor, Councilor or high-ranking CITY official such as a City Administrator/Manager/Recorder. All joint meetings shall be held at the COUNTY. The location of such meeting will be determined by the COUNTY, with a time and date agreed upon by the contracted cities.
14. CITY, where applicable, will provide the COUNTY with a substation as an in-kind contribution.