



City Council Work Session Meeting Agenda  
January 26, 2021  
6:30 PM

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Mayor: Robert Duncan  
Council President: Mike Caughey  
Councilors: Kimberly Downey, Robert Boese, Adam Keaton, Randy Klemm, and Charlotte Thomas.  
Meeting Location: Harrisburg Municipal Center @354 Smith ST.

**PUBLIC NOTICES:**

1. *This meeting is open to the public and will be tape-recorded.*
2. *Copies of the Staff Reports or other written documents relating to each item on the agenda are on file in the office of the City Recorder and are available for public inspection.*
3. *All matters on the Consent Agenda are considered routine and will be enacted by one motion. Any member of the public can request that a matter be removed from the Consent Agenda for discussion. It will then be discussed under the "Other" part of the meeting schedule.*
4. *The City Hall Council Chambers are handicapped accessible. Persons with disabilities wishing accommodations, including assisted listening devices and sign language assistance are requested to contact City Hall at 541-995-6655, at least 48 hours prior to the meeting date. If a meeting is held with less than 48 hours' notice, reasonable effort shall be made to have an interpreter present. The requirement for an interpreter does not apply to an emergency meeting. ORS 192.630(5)*
5. *Persons contacting the City for information requiring accessibility for deaf, hard of hearing, or speech-impaired persons, can use TTY 711; call 1-800-735-1232, or for Spanish voice TTY, call 1-800-735-3896.*
6. *The City of Harrisburg does not discriminate against individuals with disabilities, and is an equal opportunity provider.*
7. *For information regarding items of discussion on this agenda, please contact City Recorder/Assistant City Administrator Michele Eldridge, at 541-995-6655*
8. *Meetings are held in a facility that is disinfected. Masks are required if there are 10 or more people in the room. Seating is set with 6' physical separation in mind.*
9. *If you wish to testify, and are unable to attend due to the Coronavirus Pandemic, please contact the City Recorder to be placed on a Conference Call list during the meeting.*

**CALL TO ORDER AND ROLL CALL** by Mayor, Robert Duncan

**CONCERNED CITIZEN(S) IN THE AUDIENCE.** (Please limit presentation to two minutes per issue.)

**1. THE MATTER OF A PUBLIC HEARING TO HEAR QUESTIONS, COMMENTS OR CONCERNS ABOUT THE CITY'S PROPOSED ASSUMPTION OF THE BUILDING AND ELECTRICAL PERMIT PROGRAMS**

**STAFF REPORT:** No exhibits

**ACTION:** NO ACTION. THIS IS AN INFORMAL FORUM FOR CONTRACTORS OR MEMBERS OF THE PUBLIC TO PROVIDE INPUT ON THE CITY'S PROPOSED BUILDING AND ELECTRICAL PERMIT PROGRAMS, EFFECTIVE JULY 1, 2021

**COBURG POLICE QUARTERLY REPORT**

**2. THE MATTER OF MEETING WITH A MEMBER REPRESENTATIVE FROM THE COBURG POLICE DEPARTMENT IF ONE IS AVAILABLE**

**STAFF REPORT:**

Exhibit A: If a report is provided to the City prior to when the agenda is compiled, the reports will be attached to this staff report.

**ACTION: DISCUSSION ONLY**

**NEW BUSINESS**

**3. THE MATTER OF DISCUSSING A REVISED IGA WITH COBURG FOR POLICE/PUBLIC SAFETY PURPOSES**

**STAFF REPORT:**

Exhibit A: 'Old' IGA

Exhibit B: New Draft IGA

**ACTION:** NO ACTION REQUIRED; FOR REVIEW AND DISCUSSION ONLY

**4. THE MATTER OF REVIEWING HARRISBURG CRIME STATISTICS**

**STAFF REPORT: (Oral presentation at the meeting)**

**ACTION: NO ACTION/INFORMATION ONLY**

**5. THE MATTER OF DISCUSSION CONCERNING A NEW BUSINESS/COVID CITY GRANT PROGRAM**

**STAFF REPORT: No exhibits**

**ACTION: NO ACTION, DISCUSSION ONLY**

**6. THE MATTER OF DISCUSSING A FEE INCREASE FOR SUBDIVISIONS**

**STAFF REPORT:**

Exhibit A: Existing Land Use Fee Schedule (Res No. 1223)

Exhibit B: Land Use Fees for Area Cities

**ACTION: DISCUSSION ONLY**

**OTHER ITEMS**

**ADJOURN**

Agenda Bill  
**Harrisburg City Council**  
Harrisburg, Oregon

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**THE MATTER OF A PUBLIC HEARING TO HEAR QUESTIONS, COMMENTS OR CONCERNS ABOUT THE CITY’S PROPOSED ASSUMPTION OF THE BUILDING AND ELECTRICAL PERMIT PROGRAMS**

**STAFF REPORT: NO EXHIBITS**

**ACTION: NO ACTION. THIS IS AN INFORMAL FORUM FOR CONTRACTORS OR MEMBERS OF THE PUBLIC TO PROVIDE INPUT ON THE CITY’S PROPOSED BUILDING AND ELECTRICAL PERMIT PROGRAMS, EFFECTIVE JULY 1, 2021**

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**THIS AGENDA BILL IS DESTINED FOR:** Work Session Agenda - January 26, 2021

BUDGET IMPACT		
COST	BUDGETED?	SOURCE OF FUNDS
N/A	N/A	N/A

**STAFF RECOMMENDATION:**

**Staff recommends hearing building contractor and public input on the proposed permit assumption and make possible suggestions to staff for program amendments.**

**BACKGROUND INFORMATION:**

City Council has previously reviewed and approved the proposed assumption and operating plans for the City to assume administration and issuance of building and electrical permits, which would be effective July 1, 2021.

Included in the City’s assumption plan was an offer to contact building contractors and provide the public an open forum (Public Hearing) to ask questions, make suggestions or raise concerns about the proposed assumption.

This public hearing has been noticed on the city’s website and direct notification sent to all known contractors in the Harrisburg area. This hearing is informal in nature and does not require following a particular procedure.

I recommend the Mayor announce the agenda item, have staff provide a brief report, and then have the mayor open an opportunity for any member of the public to comment.

No action is required of City Council except, as a result of public comments, make possible recommendations to staff regarding either the Building or Electrical Operating Plans.

REVIEW AND APPROVAL:

_____ John Hitt City Administrator	_____ Date
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# Agenda Bill

## **Harrisburg City Council**

### Harrisburg, Oregon

#### **THE MATTER OF MEETING WITH A MEMBER REPRESENTATIVE FROM THE COBURG POLICE DEPARTMENT IF ONE IS AVAILABLE**

##### **STAFF REPORT:**

Exhibit A: If a report is provided to the City prior to when the agenda is compiled, the reports will be attached to this staff report.

**ACTION:                      DISCUSSION ONLY**

**THIS AGENDA BILL IS DESTINED FOR:** Work Session Agenda – January 26, 2021

<b>BUDGET IMPACT</b>		
<b>COST</b>	<b>BUDGETED?</b>	<b>SOURCE OF FUNDS</b>
N/A	N/A	N/A

##### **STAFF RECOMMENDATION:**

**Staff recommend that City Council listen to the presentation provided by a representative from the Coburg Police Department, if someone is present to provide one.**

##### **BACKGROUND INFORMATION:**

Police Chief Larry Larson provides the City with quarterly statistics for traffic enforcement provided in Harrisburg. If the reports are provided in time for the agenda process, they will be attached as exhibits. If they are provided after that point, but prior to the meeting, then Staff will forward them via email to Council members and will print them in time for the meeting. (Reports not appearing in the Council Agendas will be provided in the Minutes for that meeting instead.)

This process gives Council the chance to review responses and actions in relation to both criminal and non-criminal activities by the Coburg Police Department on a quarterly basis. If a representative is not available, questioned can be conveyed by staff.

##### **REVIEW AND APPROVAL:**

\_\_\_\_\_  
John Hitt                      Date  
City Administrator

# Agenda Bill

## **Harrisburg City Council**

### Harrisburg, Oregon

#### **THE MATTER OF DISCUSSING A REVISED IGA WITH COBURG FOR POLICE/PUBLIC SAFETY PURPOSES**

#### **STAFF REPORT:**

Exhibit A: 'Old' IGA

Exhibit B: New Draft IGA

**ACTION: NO ACTION REQUIRED. FOR REVIEW AND DISCUSSION ONLY**

**THIS AGENDA BILL IS DESTINED FOR:** Work Session Agenda - January 26, 2021

<b>BUDGET IMPACT</b>		
<b>COST</b>	<b>BUDGETED?</b>	<b>SOURCE OF FUNDS</b>
\$26,880/year	No	FY 20/21 General Fund

#### **STAFF RECOMMENDATION:**

**Staff recommends review of the revised Harrisburg/Coburg IGA for possible changes that would be included in a final draft for consideration at the Feb. 9, 2021 regular City Council meeting**

#### **BACKGROUND INFORMATION:**

Last January the City Council approved an IGA with Coburg to provide traffic patrol in a monthly amount not to exceed 25 hours at a rate of \$51.00 per hour.

The new IGA would increase the monthly patrol and public safety support to 35 hours a month at \$64/hour as requested by Coburg. These changes would increase the total annual charges from \$18,880/year currently, to \$26,880.

Besides these, there are two chief differences between the IGAs:

1. The new one extends to the end of FY 2021/22.(Section 1). This would allow both parties an opportunity to talk about amount of hours and costs per hour in time to prepare the FY21/22 budgets.

2. The new IGA encompasses somewhat broader public safety services as well as an active role in Code Enforcement. (Sections 4 & 4.b.)

#### **REVIEW AND APPROVAL:**

John Hitt	Date
City Administrator	



**INTERGOVERNMENTAL AGREEMENT FOR LAW ENFORCEMENT SERVICES****CITY OF HARRISBURG/CITY OF COBURG**

THIS AGREEMENT is made and entered by and between the CITY OF HARRISBURG hereinafter called HARRISBURG, a municipal corporation of the State of Oregon, and the CITY OF COBURG, hereinafter called COBURG, a municipal corporation of the State of Oregon.

**WITNESSETH**

WHEREAS, Harrisburg is desirous of contracting with Coburg for the performance of the hereinafter described law enforcement traffic enforcement functions within the boundaries of Harrisburg by Coburg thereof, and;

WHEREAS: Both cities desire to enter into a Pilot Program to explore ways and means they can provide mutual support and assistance in furnishing quality and cost-effective municipal services to our respective residents, as well as an enhanced emergency response.

WHEREAS: Representatives of both cities shall meet during the month of November, 2020, or at other mutually agreed time(s), to measure the success and mutual benefit of this Pilot Program with due consideration of all necessary amendments to this agreement as well as possible expansion of this agreement to encompass additional, joint municipal services in 2021 and beyond.

WHEREAS, Coburg has agreed to tender such services on the terms and conditions hereinafter set forth; and

WHEREAS, such contracts are authorized and provided for by the provisions of ORS 190.010.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES AND COVENANTS HEREIN CONTAINED, IT IS MUTUALLY AGREED AS FOLLOWS:

1. **TERM:** The term of this agreement shall be 11 months, February 1, 2020 and terminating Dec. 31, 2020 except as may be extended and amended as mutually agreed or terminated in accordance with Section 8 of this agreement.
2. **COMPENSATION:** Harrisburg shall pay to Coburg for such law enforcement services as provided herein as follows:

- a. Costs for this period. Payments shall be made in equal quarterly installments.

<u>ANNUAL CONTRACT</u>	<u>AMOUNT</u>	<u>HOURS</u>	<u>HOURLY RATE</u>
Feb. 1, 2020 – Dec. 31, 2020	Base Amount \$14,025	Base Amount 275 hours	\$51.00 average hourly rate

- b. In the event an incident within Harrisburg requires extraordinary police services above and beyond the typical investigation and causes the hours to be performed on behalf of Harrisburg to exceed the 25-hour month average, Harrisburg shall pay for such services at the established hourly rate listed above. Prior to any payments being made under this subparagraph, the City Administrators shall review the time involved in the investigation and jointly agree on the additional amount of compensation which should be due.
3. **ADDITIONAL HOURS:** Additional hours may be requested by Harrisburg to cover special events or patrols. Such requests shall be made in writing to Coburg no less than 30 days prior to the event or patrol. Coburg shall make reasonable accommodations to cover these additional hours. Unless prior arrangements are made and agreed to by both parties in writing, Harrisburg shall pay for such services at the average hourly rate listed above. Additional hours available for special events will be based solely on the availability of Coburg officers to cover such event.
4. **POLICE RESPONSIBILITIES:** The Linn County Sheriff's Department still provides police services to Harrisburg. Coburg agrees to provide police traffic enforcement within the corporate limits of Harrisburg to the extent and in the manner herein set forth. The police services shall encompass duties and functions of the type coming within the jurisdiction of and customarily rendered by a city police department. Such services shall include enforcement and investigations involved in the field of public safety, criminal law enforcement, or related fields within the legal power of the Chief of Police to so provide and shall be provided in conformance with the standards generally accepted within the policing profession. The law enforcement services provided by Coburg shall include the following:
- a. Police patrols with a minimum of 25 hours of traffic enforcement per month. Patrols shall be conducted on both a regular and irregular basis or as specifically requested by Harrisburg. The 25-hours of traffic enforcement will be in marked police vehicles.
- b. Travel time shall be charged at a rate of 15 minutes total per roundtrip to Harrisburg.

- c. Immediate and appropriate response to calls, subject only to necessary priorities caused by concurrent matters. Priority non-traffic enforcement calls should go to Linn County Sheriff. Coburg will respond to these calls when requested by the Linn County Sheriff or Harrisburg and priorities allow. Harrisburg will need to make the decision as to whether they wish to count the time spent on a priority non-traffic call as part of the 25 hours per this agreement, or if they wish to pay the City of Coburg for the officer time spent per the 'Average' hourly rate as established in Section 2 of this agreement.
- d. Provide a written report to Harrisburg on or before the 10th day of each month following the end of the quarter setting forth the actual number of calls for service and number of citations and arrests for the previous quarter. The Chief of Police or his designee shall attend any and all meetings concerning policing issues as may be necessary and as requested by Harrisburg or Coburg.
- e. Conduct spot radar enforcement as necessary to alert drivers of speed limits during normal duty hours. In addition, Coburg shall furnish Harrisburg a summary traffic survey, not later than June 30, 2020, documenting the type, frequency and severity of traffic violations noted by Coburg officers and/or traffic survey equipment. The Coburg Police Chief will work with the Harrisburg Liaison to define the scope and delivery of a traffic survey. If the traffic survey scope and delivery is outside of the allocated 25-hours then the City of Coburg will be reimbursed for the additional hours at the standard hourly charge established in Section 2 (a) of this agreement.
- f. Prosecution of misdemeanors and infractions as set forth in Section 6 of this Agreement;
- g. Advise City officials of situations encountered by patrolling officers that may affect the health, safety and welfare of residents and visitors, including inadequate, missing or broken traffic or safety signs;
- h. Advise City officials of the need for new ordinances or revisions to existing ordinances to address changes in state legislation and/or law enforcement concerns;
- i. Assist the City Administrator in preparing responses to queries from County, State and other jurisdictions in matters relating to law enforcement needs and activities, jail facilities, reports and similar matters;

- j. Maintain close liaison with City officials concerning law enforcement matters;
- k. Upon request, attend Harrisburg City Council meetings in April, August, and December of 2020 and such other meetings as may be appropriate, and as may be mutually agreed.
- l. Assist victims and witnesses at the crime scene;
- m. Preserve crime scenes;
- n. Retain evidence;
- o. All original reports shall be maintained by the Coburg police department and made available upon request in accordance with state law;
- p. Administration. The Coburg Chief of Police shall be under the administrative direction of the City Administrator of the City of Coburg, shall exercise all authority vested in that office.
- q. Make available for the performance of the duties herein properly supervised officers, certified by the Oregon Department of Public Safety Standards and Training (except as to reserve officer/cadets), and furnish and supply all other necessary labor, supervision, equipment, communications facilities, and supplies to maintain the level of services to be rendered hereunder. Harrisburg shall supply support for Coburg when able including but not limited to a 'Ready Room', emergency vehicle towing and repair, and other miscellaneous support of Coburg officers while within Harrisburg city limits or in transit to or from Coburg.
- r. Coburg and Harrisburg shall cooperate and coordinate with the preparation and dissemination of public information to help citizens of both communities better understand the role, benefits, and limitations of this agreement.

5. **ADDITIONAL ASSOCIATED PUBLIC SAFETY SERVICES:** As noted in Section 4.c. of this Agreement, Harrisburg may at times request associated public safety services typically performed by a city police department but not directly related to traffic enforcement. Coburg will reasonably endeavor to provide these services to the best of its ability, subject to availability of personnel and other limiting factors. These services will not be counted towards the 25 monthly hours and Coburg shall be reimbursed at the average hourly rate established in Section 2 of this agreement.

6. **PERSONNEL:** The rendition of such service, standards of performance, the discipline of officers, and other matters incident to the performance of such services and control of personnel so employed shall remain solely with the City of Coburg.
- a. With the exception of police department reserves, all personnel employed in the performance of such services pursuant to this agreement shall be Coburg employees and all persons employed hereunder shall have City pensions, salary, workers compensation and any status or rights under the provisions of City employment paid for by Coburg.
  - b. Harrisburg shall not be called upon to assume any liability for the direct payment of any salaries, wages, or other compensation to any Coburg personnel performing services hereunder for Harrisburg or any liability other than that provided for in this agreement. Except as otherwise herein specified, Harrisburg shall not be liable for compensation or indemnity to any Coburg employee for any injury, or sickness arising out of his or her employment.
7. **COURT:** Upon request of the Harrisburg Municipal Court Judge or Clerk, Coburg may provide a bailiff for the Harrisburg Municipal Court who shall be present whenever the Court is in session. An Officer scheduled to testify at Court may serve as Bailiff. If Harrisburg elects to have an officer at Court then Harrisburg shall pay for such services at the average hourly rate listed above. Hours served as Court Bailiff shall be in addition to the 25 hours of traffic patrol described in Section 4 a.
8. **DISPUTE RESOLUTION:** Specifically, the Administrators shall attempt to resolve any disputes between the cities concerning the terms of this agreement and the performance thereof and may recommend that the cities enter into mediation or arbitration if the Administrators are unable to resolve a dispute matter. The type and quality of service shall be reviewed annually by the respective councils.
9. **TERMINATION:** This agreement may be terminated by either city at any time upon giving 30 days written notice of their intent to do so. Termination of this agreement may be by 24-hour email notice by Coburg to the Harrisburg City Administrator and/or Asst. City Administrator, of an urgent or emergency situation. These include, but are not limited to, the necessary allocation of Coburg personnel or equipment elsewhere, a financial exigency, or other pressing Coburg need as determined by the Coburg City Administrator.
10. **HOLD HARMLESS:** The parties hereby covenant and agree to hold and save each other, their officers, agents and other employees, harmless from all claims whatsoever, including attorney's fees and costs, by reason of any act or omission of each city, its officers, agents, or employees. Coburg will provide Harrisburg a certificate of insurance indicating the City of Coburg carries an insurance policy providing liability insurance for

its Police Department and any contractual arrangements with other agencies.

11. **MISCELLANEOUS:** Any amendments or modification hereto shall be made in writing as approved by respective councils.

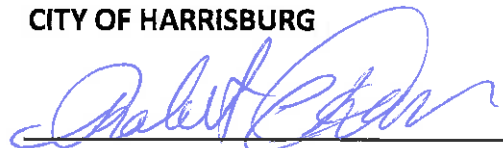
**IN WITNESS WHEREOF**, this instrument has been executed in duplicate pursuant to resolutions heretofore duly and legally adopted by each of the parties hereto.

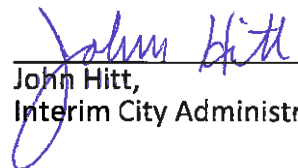
**CITY OF COBURG**

 1/16/2020  
Ray Smith, Mayor Date

 1/16/2020  
Anne Heath, Date  
City Administrator

**CITY OF HARRISBURG**

 1/23/2020  
Bobby Duncan, Date  
Mayor

 1/16/2020  
John Hitt, Date  
Interim City Administrator

## INTERGOVERNMENTAL AGREEMENT FOR LAW ENFORCEMENT SERVICES

## CITY OF HARRISBURG/CITY OF COBURG

THIS AGREEMENT is made and entered by and between the CITY OF HARRISBURG hereinafter called HARRISBURG, a municipal corporation of the State of Oregon, and the CITY OF COBURG, hereinafter called COBURG, a municipal corporation of the State of Oregon.

## WITNESSETH

WHEREAS, Harrisburg is desirous of contracting with Coburg for the performance of the hereinafter described law enforcement traffic enforcement functions within the boundaries of Harrisburg by Coburg thereof, and;

WHEREAS: Both cities desire to provide mutual support and assistance in furnishing quality and cost-effective municipal services to our respective residents, as well as an enhanced emergency response.

WHEREAS: Representatives of both cities shall meet during the month of December 2021, or at other mutually agreed time(s), to measure the success and mutual benefit of this IGA with due consideration of all necessary amendments to this agreement as well as possible expansion of this agreement to encompass additional, joint municipal services in June 30, 2022 and beyond.

WHEREAS, Coburg has agreed to tender such services on the terms and conditions hereinafter set forth; and

WHEREAS, such contracts are authorized and provided for by the provisions of ORS 190.010.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES AND COVENANTS HEREIN CONTAINED, IT IS MUTUALLY AGREED AS FOLLOWS:

1. **TERM:** The term of this agreement shall be 18 months, commencing January 1, 2021 and terminating June 30, 2022, except as may be extended and amended as mutually agreed or terminated in accordance with Section 8 of this agreement.
2. **COMPENSATION:** Harrisburg shall pay to Coburg for such law enforcement services as provided herein as follows:

- a. Costs for this period. Payments shall be made in equal quarterly installments.

<u>ANNUAL CONTRACT</u>	<u>BASE HRS/MONTH</u>	<u>HOURS/ YEAR</u>	<u>HOURLY RATE</u>
<u>Jan 1,2021 - June 30,2022</u>	<u>35</u>	<u>420</u>	<u>\$64.00</u>

- b. In the event an incident within Harrisburg requires extraordinary police services above and beyond the typical investigation and causes the hours to be performed on behalf of Harrisburg to exceed the 35-hour month average, Harrisburg shall pay for such services at the established hourly rate listed above. Prior to any payments being made under this subparagraph, the City Administrators shall review the time involved in the investigation and jointly agree on the additional amount of compensation which should be due.
3. **ADDITIONAL HOURS:** Additional hours may be requested by Harrisburg to cover special events or patrols. Such requests shall be made in writing to Coburg no less than 30 days prior to the event or patrol. Coburg shall make reasonable accommodations to cover these additional hours. Unless prior arrangements are made and agreed to by both parties in writing, Harrisburg shall pay for such services at the average hourly rate listed above. Additional hours available for special events will be based solely on the availability of Coburg officers to cover such event.
4. **POLICE RESPONSIBILITIES:** The Linn County Sheriff's Department still provides police services to Harrisburg. Coburg agrees to provide police traffic and code enforcement services within the corporate limits of Harrisburg to the extent and in the manner herein set forth below. The police services shall encompass duties and functions of the type coming within the jurisdiction of and customarily rendered by a city police department. Such services shall include enforcement and investigations involved in the field of public safety, criminal law enforcement, or related fields within the legal power of the Chief of Police to so provide and shall be provided in conformance with the standards generally accepted within the policing profession. The law enforcement services provided by Coburg shall include the following:
- a. Traffic Patrols. Police patrols with a minimum of 25 hours dedicated to traffic enforcement per month and up to a maximum of 10 hours per month of crime prevention and code enforcement patrol. Patrols shall be conducted on both a regular and irregular basis or as specifically requested by Harrisburg. The 25 hours dedicated to traffic enforcement will be in marked police vehicles.
  - b. Code Enforcement. Coburg officers shall perform miscellaneous code enforcement functions for the City of Harrisburg, as described in HMC Titles 6, 8, 9, and 10, in coordination with the Harrisburg Code Enforcement Officer. City code enforcement functions shall include, among others:
    1. reporting possible code violations.



- 2. delivering written violation notices and citations to responsible party(ies),
- 3. make initial contact and investigate possible code violations as requested by the Code Enforcement Officer,
- 4. all code enforcement-related activities and functions shall be at the direction of the Harrisburg Code Enforcement Officer who shall coordinate with the Coburg Chief of police if it should prove necessary to reduce, revise, or eliminate Coburg Police code enforcement functions in Harrisburg.

- c. Travel time shall be charged at a rate of 15 minutes total per roundtrip to Harrisburg.
- d. Immediate and appropriate response to calls, subject only to necessary priorities caused by concurrent matters. Priority non-traffic enforcement calls should go to Linn County Sheriff. Coburg will respond to these calls when requested by the Linn County Sheriff or Harrisburg staff and as priorities allow. Harrisburg will need to make the decision as to whether they wish to count the time spent on a priority non-traffic call as part of the 25 hours per this agreement, or if they wish to pay the City of Coburg for the officer time spent per the 'Average' hourly rate as established in Section 2 of this agreement.
- e. Provide a written report to Harrisburg on or before the 10th day of each month following the end of the quarter setting forth the actual number of calls for service and number of citations and arrests for the previous quarter. The Chief of Police or his designee shall attend any and all meetings concerning policing issues as may be necessary and as requested by Harrisburg or Coburg.
- f. Conduct spot radar enforcement as necessary to alert drivers of speed limits during normal duty hours. In addition, Coburg shall furnish Harrisburg a summary traffic survey, not later than June 30, 2021, documenting the type, frequency and severity of traffic violations noted by Coburg officers and/or traffic survey equipment. The Coburg Police Chief will work with the Harrisburg staff to define the scope and delivery of a traffic survey. If the traffic survey scope and delivery is outside of the allocated 35 hours then the City of Coburg will be reimbursed for the additional hours at the standard hourly charge established in Section 2 (a) of this agreement.
- g. Prosecution of misdemeanors and infractions in Harrisburg Municipal Court as set forth in Section 6 of this Agreement. The Harrisburg Municipal Court normally convenes on the second Wednesday of every month. Citations issued in the prior month shall be delivered to, or otherwise made available, to the Harrisburg Court Clerk not later than last

day of that month.

- h. Advise City officials of situations encountered by patrolling officers that may affect the health, safety and welfare of residents and visitors, including inadequate, missing or broken traffic or safety signs;
- i. Advise City officials of the need for new ordinances or revisions to existing ordinances to address changes in state legislation and/or law enforcement concerns;
- j. Assist the City Administrator in preparing responses to queries from County, State and other jurisdictions in matters relating to law enforcement needs and activities, jail facilities, reports and similar matters;
- k. Maintain close liaison with City officials concerning law enforcement matters;
- l. Upon request, attend Harrisburg City Council meetings in April, July, October, and December of 2021, and April of 2022, and such other meetings as may be appropriate, and as may be mutually agreed.
- m. Assist victims and witnesses at the crime scene;
- n. Preserve crime scenes;
- o. Retain evidence;
- p. All original reports shall be maintained by the Coburg police department and made available upon request in accordance with state law;
- q. Administration. The Coburg Chief of Police shall be under the administrative direction of the City Administrator of the City of Coburg and shall exercise all authority vested in that office.
- r. Make available for the performance of the duties herein properly supervised officers, certified by the Oregon Department of Public Safety Standards and Training (except as to reserve officer/cadets), and furnish and supply all other necessary labor, supervision, equipment, communications facilities, and supplies to maintain the level of services to be rendered hereunder. Harrisburg shall supply support for Coburg when able including but not limited to a 'Ready Room', emergency vehicle towing and repair, and other miscellaneous support of Coburg officers while within Harrisburg city limits or in transit to or from Coburg.

s. Coburg and Harrisburg shall cooperate and coordinate with the preparation and dissemination of public information to help citizens of both communities better understand the role, benefits, and limitations of this agreement.

5. **ADDITIONAL ASSOCIATED PUBLIC SAFETY SERVICES:** As noted in Section 4.c. of this Agreement, Harrisburg may at times request associated public safety services typically performed by a city police department but not directly related to traffic enforcement. Coburg will reasonably endeavor to provide these services to the best of its ability, subject to availability of personnel and other limiting factors. These services will not be counted towards the 25 monthly hours and Coburg shall be reimbursed at the average hourly rate established in Section 2 of this agreement.
6. **PERSONNEL:** The rendition of such service, standards of performance, the discipline of officers, and other matters incident to the performance of such services and control of personnel so employed shall remain solely with the City of Coburg.
  - a. With the exception of police department reserves, all personnel employed in the performance of such services pursuant to this agreement shall be Coburg employees and all persons employed hereunder shall have City pensions, salary, workers compensation and any status or rights under the provisions of City employment paid for by Coburg.
  - b. Harrisburg shall not be called upon to assume any liability for the direct payment of any salaries, wages, or other compensation to any Coburg personnel performing services hereunder for Harrisburg or any liability other than that provided for in this agreement. Except as otherwise herein specified, Harrisburg shall not be liable for compensation or indemnity to any Coburg employee for any injury, or sickness arising out of his or her employment.
7. **COURT:** Upon request of the Harrisburg Municipal Court Judge or Clerk, Coburg may provide a bailiff for the Harrisburg Municipal Court who shall be present whenever the Court is in session. An Officer scheduled to testify at Court may serve as Bailiff. If Harrisburg elects to have an officer at Court then Harrisburg shall pay for such services at the average hourly rate listed above. Hours served as Court Bailiff shall be in addition to the 35 hours of traffic patrol described in Section 4.
8. **DISPUTE RESOLUTION:** Specifically, the Administrators shall attempt to resolve any disputes between the cities concerning the terms of this agreement and the performance thereof and may recommend that the cities enter into mediation or arbitration if the Administrators are unable to resolve a dispute matter. The type and quality of service shall be reviewed annually by the respective councils.
9. **TERMINATION:** This agreement may be terminated by either city at- any time upon giving 30 days written notice of their intent to do so. Termination of this agreement may also be made by 24-hour emergency email notice by Coburg City Administrator to the

Harrisburg City Administrator and/or Asst. City Administrator, or notice by Harrisburg to the Coburg City Administrator in the event of an unforeseen or an urgent or emergency situation. These include, but are not limited to, the necessary allocation of City Coburg personnel or equipment elsewhere, a financial exigency, or other pressing City Coburg need as determined by the Coburg City Administrator or Harrisburg City Administrator.

10. **HOLD HARMLESS:** The parties hereby covenant and agree to hold and save each other, their officers, agents and other employees, harmless from all claims whatsoever, including attorney's fees and costs, by reason of any act or omission of each city, its officers, agents, or employees. Coburg will provide Harrisburg a certificate of insurance indicating the City of Coburg carries an insurance policy providing liability insurance for its Police Department and any contractual arrangements with other agencies.
11. **MISCELLANEOUS:** Any amendments or modification hereto shall be made in writing as approved by respective councils.

**IN WITNESS WHEREOF,** this instrument has been executed in duplicate pursuant to resolutions heretofore duly and legally adopted by each of the parties hereto.

**CITY OF COBURG**

**CITY OF HARRISBURG**

\_\_\_\_\_  
Ray Smith, Mayor Date

\_\_\_\_\_  
Bobby Duncan, Mayor Date

\_\_\_\_\_  
Anne Heath, Date  
City Administrator

\_\_\_\_\_  
John Hitt, Date  
City Administrator

Agenda Bill  
**Harrisburg City Council**  
Harrisburg, Oregon

**THE MATTER OF HARRISBURG 2020 CRIME STATISTICS**  
**STAFF REPORT: (ORAL PRESENTATION AT THE MEETING)**

**ACTION: NO ACTION, INFORMATION ONLY**

**THIS AGENDA BILL IS DESTINED FOR:** Work Session Agenda - January 26, 2021

BUDGET IMPACT		
COST	BUDGETED?	SOURCE OF FUNDS
N/A	N/A	N/A

STAFF RECOMMENDATION:

**Staff recommends hearing the oral presentation that will look at Harrisburg 2020 crime statistics concerning types, frequency and locations of crimes as well as compare and contrast with prior years. These statistics will not include traffic citations or other minor violations**

BACKGROUND INFORMATION:

As part of the process of negotiation of our most recent LCSO contract, the contract cities requested more accessible, updated crime reports. As a result, the LCSO developed their “Dashboard” that was presented to the City Council some months ago. At the time, the Council expressed a desire to review the information available from the ‘Dashboard’ on a quarterly basis. Tuesday, January 26<sup>th</sup>, will be the first of these quarterly updates.

## REVIEW AND APPROVAL:

John Hitt  
City Administrator

Date

Agenda Bill  
**Harrisburg City Council**  
Harrisburg, Oregon

**THE MATTER OF DISCUSSION CONCERNING A NEW BUSINESS/COVID CITY GRANT PROGRAM**

**STAFF REPORT: NO EXHIBITS**

**ACTION: NO ACTION, DISCUSSION ONLY**

**THIS AGENDA BILL IS DESTINED FOR:** Work Session Agenda - January 26, 2021

<b>BUDGET IMPACT</b>		
<b>COST</b>	<b>BUDGETED?</b>	<b>SOURCE OF FUNDS</b>
Up to \$67,000	Yes	CRF Reimbursements and Economic Development

**STAFF RECOMMENDATION:**

**Staff recommends a robust discussion concerning ways that the city can most effectively aid our small business community considering the restrictions and limitations imposed by the State of Oregon based on the Coronavirus Pandemic.**

**BACKGROUND INFORMATION:**

As most are aware, the City of Harrisburg has done two prior COVID-19 related grant programs directed at our small commercial retail and service businesses. The first allocated a maximum of \$1,000 and the second a maximum of \$5,000. The City has expended a total of \$56,563 in economic development grants. The city's grant allocations and related expenditures were reimbursed to us by the Federal Government's CRF legislation.

We have no more CRF reimbursements pending. However, there has been talk at the US Congressional level, and with Pres. Biden, about passing new CRF programs with funding allocated directly to cities and counties. This could possibly happen fairly soon after Mr. Biden's inauguration. If so, we could clearly offer a much more robust grant/support program than the \$67,000 we currently have available.

Some suggestions have included:

- 1. Reimbursing business for special equipment or other actions they might perform to allow for more customers, e.g.. canopies and heaters for outside dining, improving signage and building access to facilitate take out, etc.
- 2. A flat cash reimbursement for all small, commercial businesses.
- 3. Waiving/reducing property taxes and utility bills.

Based on the discussion, and after monitoring what is happening in Washington DC, we could hope to come back with a firm program for City Council to review/approve at the Feb. 9<sup>th</sup> or Feb. 23<sup>rd</sup>.

REVIEW AND APPROVAL:

_____ John Hitt City Administrator	_____ Date
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# Agenda Bill

## **Harrisburg City Council**

### Harrisburg, Oregon

#### **THE MATTER OF DISCUSSING A FEE INCREASE FOR SUBDIVISIONS**

##### **STAFF REPORT:**

Exhibit A: Existing Land Use Fee Schedule (Res No. 1223)

Exhibit B: Land Use Fees for Area Cities

**ACTION:                      DISCUSSION ONLY**

**THIS AGENDA BILL IS DESTINED FOR:** Work Session Agenda - 01.26.21

<b>BUDGET IMPACT</b>		
<b>COST</b>	<b>BUDGETED?</b>	<b>SOURCE OF FUNDS</b>
n/a	n/a	n/a

##### **STAFF RECOMMENDATION:**

**Staff recommends Council discuss whether or not to increase subdivision fees**

##### **BACKGROUND INFORMATION:**

The City updated the current land use fees in November 2019. Although all land use fees were increased the City Council discussed specific fee amendments in relation to variances, site plans, partitions, and subdivisions. Some concerns about a simple homeowner type of land use action were expressed during the meeting, and the result was to create a minor variance, and major variance. The other fee increases were relatively minor.

Since that time, the City has had its' first subdivision application in over 13 years. The application was quite technical in nature, including wetlands, as well as storm detention facilities. Due to the city's schedule, pending grants and other annual deadlines faced by staff, the decision was made to use the contract planner for the initial staff report. City staff still processed all the agency and neighbor notifications, and other notifications such as with DSL. Regardless, the contract staff still spent approximately 50 hours on the project, resulting in a bill that was over \$5,000. The fee that was charged to the applicant and that was collected, was \$2,250, plus \$25 a lot. (\$3,025 for Woodhill Crossing.) That puts us in the position of not collecting enough fees to cover the City's expenses by roughly \$2,000.

Land use fees should cover the cost of staff's time in processing all that is required by ordinance standards. However, the City also has to be careful to not hinder growth by having high fees. Staff has researched the fees for other cities, and added Junction



City to the survey we used in 2019. Most of the remaining areas of the City that will be considered for future subdivisions will require additional staff time due to wetlands, storm drainage considerations and will likely engender higher engineering charges to review additional infrastructure requirements. Based on this, Staff feels that it is fully warranted to increase the subdivision fees to \$2,500, or \$3,000, plus \$25 per lot.

Staff will be writing the report for the next subdivision application, rather than sending it to the contract planner. However, there is a possibility that we will still use some of his services on more of a consultant basis if needed.

There is also one fee that will be added to the fee schedule at this time, based on the increase of RFP's the city is undergoing for the water bond projects. A fee of \$40 is suggested for a copy of a detailed bid tabulation for a non-bidding company and/or individual. Companies who bid on projects, automatically get a copy of the bid tabulations. However, the city is now getting requests for information for bidders on our projects, because other companies are attempting to do business with those bidders.

#### REVIEW AND APPROVAL:

_____ John Hitt City Administrator	_____ Date
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## Select Land Use Fees for Area Cities

LAND USE ACTION	COBURG	BROWNSVILLE	LEBANON	MONROE (Benton County)	JUNCTION CITY	HARRISBURG CURRENT	HARRISBURG PROPOSED
<b>ANNEXATION</b>	\$10,500	\$1,000	\$2,500	N/A	\$1,000	\$1,800	
<b>APPEAL</b>	\$1,050	$\frac{3}{4}$ of original fee	\$250 or 50% of original fee, whichever is greater	\$250-\$1,775	\$375-\$1,000	\$750	
<b>COMP MAP AMEND</b>	\$4,600	\$1,500	\$2,500	\$3,205	\$2,500	\$2,000	
<b>CUP</b>	\$3,200	\$400-\$1,200	\$1,500	\$1,745-\$2,290	\$650	\$1,500	
<b>PLA</b>	\$900	\$300	\$250	\$914-\$1,644	\$230	\$500	
<b>PARTITION</b>	\$3,405	\$1,000-\$1,600	\$750	\$2,015+\$195 per lot	\$1,335+\$745 per lot	\$1,500	
<b>SITE PLAN</b>	\$900-\$3,900	\$700	\$750-\$1500	\$825	\$1,550	\$950	
<b>SUBDIVISION (SMALL)</b>	\$3,405	\$1,800* + \$35 per lot	\$2,250	\$2,105+\$220 per lot*	\$2,850 + \$45 per lot	\$2,250 + \$25 per lot	\$2,500 or \$3,000 + \$25 per lot
<b>VARIANCE</b>	\$2,700	\$800	\$250-\$1500	\$1,375	\$650	\$425 -\$1,000	
<b>ZONE CHANGE</b>	\$3,000	\$1,500	\$2,500	\$3,240	\$2,500	\$1,750	
	No changes since 2019	*small change to subdivision fee, otherwise, same as 2019		*for 10 lots or under, fee increases exponentially			

## Resolution No. 1223

**A RESOLUTION APPROVING AMENDMENTS TO THE CITY FEE SCHEDULE, AND  
SETTING AN EFFECTIVE DATE**

WHEREAS, the City of Harrisburg has the authority to charge fees for services it provides; and,

WHEREAS, the City has a current fee schedule which it provides to the public, which should accurately reflect the fees that the City charges; and,

WHEREAS, the City finds that land use application fees require an increase in order to recover the costs of the City's recent contract with a contract planner.

NOW, THEREFORE, the City Council:

1. Adopts the Amended City Fee Schedule as shown in **Exhibit A**.
2. Repeals Resolution No. 1220.
3. The date of January 1, 2020 is hereby established as the effective date.

Adopted by the City Council of the City of Harrisburg, Oregon, the 12<sup>th</sup> day of November, 2019.

  
Mayor

ATTEST:

  
City Recorder

## EXHIBIT A

### City Fees:

Ordinance	Subject	Fee		
2.20.100	Library <ul style="list-style-type: none"> <li>• Card – Nonresident</li> <li>• Card – Nonresident Senior Citizen</li> <li>• Card – Additional</li> <li>• Card – Replacement for lost or damaged</li> <li>• Overdue Materials Charge</li> </ul>	\$25.00		
		\$12.50		
		\$1.00		
		\$1.00		
		\$0.10 / day		
2.25.050	Photocopies	<b>Size</b>	<b>B/W</b>	<b>Color</b>
		8.5X11	\$0.15	\$0.25
		8.5X14	\$0.25	\$0.50
		11X17	\$0.50	\$0.75
2.25.050	Public records <ul style="list-style-type: none"> <li>• Records Request Searches</li> <li>• City Charter</li> <li>• PW standard drawing</li> <li>• Comp Plan, Volume 1</li> <li>• Comp Plan, Volume 2</li> <li>• Zoning Map, Comp Plan Map, or LWI Map (11X17)</li> <li>• Buildable Land Needs Analysis</li> <li>• Certified copies</li> </ul>	\$30 / hour – Minimum ½ hour increments		
		\$2.50		
		\$5.00		
		\$10.00		
		\$10.00		
		\$3.00		
		\$20.00		
		\$5.00		
3.07.030	Marijuana Sales Tax Rates <ul style="list-style-type: none"> <li>• Medical (% of gross sales)</li> <li>• Recreational (% of gross sales)</li> </ul>	0%		
		0%		
3.15.030	Lien Search Fees	\$28.00 / search		
5.05.050	Business License <ul style="list-style-type: none"> <li>• One Employee</li> <li>• 2-10 Employees</li> <li>• 11-30 Employees</li> <li>• 31+ Employees</li> </ul> Rental License <ul style="list-style-type: none"> <li>• 1-10 Rentals</li> <li>• 11+ Rentals</li> </ul> Late Fee	\$30.00		
		\$55.00		
		\$90.00		
		\$105.00		
		\$10.00 / rental		
		\$110.00		
		\$20% / month		
5.05.060	Transfer of Business License	\$30.00		
5.07.020	Home Occupation	\$30.00		
5.09.030	Commercial Truck Permit	\$30.00		
5.10.050	Solicitor License	\$100.00		
5.15.030	Social Games	\$75.00		
5.20.030	Secondhand Dealer License	\$75.00		

Ordinance	Subject	Fee
5.25.030	Street & Sidewalk Vendor License	\$75.00
6.05.110.2	Small or Miniature Livestock Fee	\$50.00
9.20.030 9.55.110	Sound Amplification Permit	\$30.00
9.50.040	Public Dance License <ul style="list-style-type: none"> <li>• Annual fee</li> <li>• Amount refunded if no dance held</li> <li>• Fee per public dance</li> </ul>	\$325.00 \$250.00 \$50.00
9.52.050	Public Event Application Fee <ul style="list-style-type: none"> <li>• 500 or less people</li> <li>• More than 500 people</li> </ul>	\$165.00 \$250.00
12.10.010 13.05.050 17.35.070 18.15.020 18.20.010 18.22.020	Waiver of Remonstrance recording fee	\$105 First Page, \$5 per additional page,
12.15.040	Right-of-Way Permit	\$50.00 + actual costs
12.20.010	Street Trees Purchase and Planting per Tree	\$300.00
13.10.030	Sewer System Fees <ul style="list-style-type: none"> <li>• Sewer Connection</li> <li>• Service Deposit</li> <li>• Delinquent Accounts</li> <li>Tag Fee</li> <li>Turn on Fee</li> </ul>	\$225.00 \$50.00  \$20.00 / tag \$30.00
13.15.030	Water System Fees <ul style="list-style-type: none"> <li>• Service Installation</li> <li>• Meter Drop-in <ul style="list-style-type: none"> <li>¾" inch</li> <li>1" inch</li> </ul> </li> <li>• Service Deposit</li> <li>• Delinquent Accounts</li> <li>Tag Fee</li> <li>Turn on Fee</li> <li>• Testing Water Meter (user request)</li> <li>• Moving or altering meter</li> <li>• Repair or damage to water meter or city lines</li> <li>• Meter on well</li> </ul>	\$1,335.00 or actual costs whichever is greater  \$360.00 \$415.00 \$50.00  \$20.00 / tag \$30.00 Actual Cost (\$50 min.) Actual Cost Actual Cost \$450.00
15.05.140	Fill permit <ul style="list-style-type: none"> <li>• 50 – 99 cubic yards</li> <li>• 100 – 4,999 cubic yards</li> <li>5,000 or more cubic yards</li> </ul>	\$60.00 \$425.00 + actual costs \$425.00 + actual costs
15.20.110	Flood Hazard Development Permit	\$275.00
18.125.110	Land use	

Ordinance	Subject	Fee
	<ul style="list-style-type: none"> <li>Annexation</li> <li>Appeal to Planning Commission or City Council</li> <li>Comprehensive Plan Map Amendment</li> <li>Conditional Use Permit</li> <li>Historic Permits               <ul style="list-style-type: none"> <li>Resource Alteration</li> <li>Resource Demolition</li> <li>Historic Review – District</li> </ul> </li> <li>Legal Lot Determination</li> <li>Measure 37 Claim</li> <li>Property Line Adjustment</li> <li>Partition (Minor/Major) / Replat ≤3 lots</li> <li>Site Plan</li> <li>Site Plan – Parking lot only</li> <li>Subdivision / Replat &gt;3 Lots</li> <li>Vacation of street, alley or easement</li> <li>Variance (minor)</li> <li>Variance (major)</li> <li>Zone Map Change</li> <li>Zoning Ordinance Text Amendment</li> </ul>	\$1,800.00 \$750.00 \$2000.00 \$1500.00 \$100.00 \$550.00 \$25.00 \$150.00 \$1,250.00 \$500.00 \$1,500.00 \$950.00 \$250.00 \$2,250.00 + \$25.00/lot \$975.00 \$425.00 \$1,000.00 \$1,750.00 \$1,125.00
<i>Miscellaneous Fees:</i>		
	Public Works Crew Rates <ul style="list-style-type: none"> <li>Labor</li> <li>Administrative Fee</li> <li>Drivable Equipment</li> <li>Other Power Equipment</li> <li>Contracted Services</li> <li>Grass Cutting</li> </ul>	\$65.00 / hr. 20% of Labor \$25.00 / hr. \$10.00 / hr. \$ actual costs + 20% \$75.00 / hr.
	Gazebo Rental – 4 hours <ul style="list-style-type: none"> <li>Refundable deposit</li> </ul>	\$125.00 \$300.00
	Municipal Center meeting room rental – 4 hours <ul style="list-style-type: none"> <li>Refundable deposit</li> </ul>	\$125.00 \$300.00
	Skate Park Reservation – two hours	\$100.00
	Notary fees <ul style="list-style-type: none"> <li>Acknowledgement</li> <li>Verification or affirmation</li> <li>Certifying copy or witnessing signing</li> <li>Administer oath or affirmation</li> </ul>	\$10.00 \$10.00 \$10.00 \$10.00
	Depositions per page	\$1.00
	NSF check	\$25.00
	Enterprise Zone Pre-authorization	\$250.00

**Municipal Court Fees:**

Subject	Fee
Payment Arrangement Fee	\$25.00
Suspension Fee	\$15.00
Dismissal Fee	Subject to Violation Class
Show Cause Fee	\$50.00
Warrant Fee	\$100.00
Collection Fee	\$25.00
3 <sup>rd</sup> Party Collection Agency Fee	Subject ORS137.118, and Agency's Commission