

### City Council Business Meeting Agenda November 08, 2022 6:30 PM

Mayor: Robert Duncan Council President: Mike Caughey

Councilors: Kimberly Downey, Robert Boese, Adam Keaton, Randy Klemm, and

Charlotte Thomas

Meeting Location: Harrisburg Municipal Center Located at 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 Lori Ross, at 541-995-6655
- 8. Masks are not required at this time. The City does ask that anyone running a fever, having an active cough or other respiratory issues, not to attend this meeting.
- 9. If you wish to testify, and are unable to attend due to health concerns, 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.)

#### **LCSO REPORT**

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

#### **STAFF REPORT:**

Exhibit A: LCSO City Report October 2022

ACTION: DISCUSSION ONLY

#### **NEW BUSINESS**

2. THE MATTER OF REVIEWING AN INTERGOVERNMENTAL AGREEMENT (IGA) BETWEEN THE CITY OF HARRISBURG AND THE DEPARTMENT OF LAND CONSERVATION AND DEVELOPMENT (DLCD)

#### STAFF REPORT:

Exhibit A: Proposed IGA with the DLCD

ACTION: TBD

3. THE MATTER OF APPROVING THE HARRISBURG PUBLIC LIBRARY POLICY STAFF REPORT:

Exhibit A: Harrisburg Public Library Policy Handbook

Red Lined-Draft

ACTION: MOTION TO APPROVE THE UPDATED HARRISBURG PUBLIC LIBRARY POLICY.

**CONSENT LIST:** Consent list materials are included in the Council Packet. Approval of items on the consent list will be enacted in one motion. Any member of the public, or City Council, can ask for an item to be removed from the consent list for discussion during the 'Other' segment.

4. THE MATTER OF APPROVING THE CONSENT LIST

#### STAFF REPORT:

Exhibit A: Payment Approval Report for October 2022

Exhibit B: Library Board Minutes for October 3, 2022

Exhibit C: Municipal Court Collection Report October 2022

Exhibit D: Municipal Court Citation Report October 2022

ACTION: MOTION TO APPROVE THE CONSENT LIST

A motion to approve the consent list will approve the following:

The Payment Approval Report for October 2022

**VERBAL REPORT**: Discussions below should be limited to five minutes of conservation per topic. Topics of interest that require more than five minutes of conversation, should be moved to a future meeting where possible.

• Distinguished Service Awards

**OTHER ITEMS** 

**ADJOURN** 

# Agenda Bill Harrisburg City Council

## Harrisburg, Oregon

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

STAFF REPORT:

Exhibit A: LCSO City Report October 2022

ACTION: DISCUSSION ONLY

THIS AGENDA BILL IS DESTINED FOR: Agenda November 8, 2022

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

#### STAFF RECOMMENDATION:

Staff recommend that City Council review the attached reports and prepare any questions for LCSO Staff.

#### **BACKGROUND INFORMATION:**

Sergeant Steve Frambes provides the City with both the LCSO City Report and the Contract Report for the previous month's activities. 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. (LCSO 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 LCSO deputies in town on a monthly basis.

**REVIEW AND APPROVAL:** 

Lori Ross 11/02/2022 Lori Ross/ City Recorder Date





## 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

## 2022

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

FOR THE MONTH OF:	OCTOBER
TRAFFIC CITATIONS:	11
TRAFFIC WARNINGS:	23
TRAFFIC CRASHES:	2
ARRESTS MADE:	(
COMPLAINTS/INCIDENTS INVESTIG	ATED: 17

**TOTAL HOURS SPENT: HARRISBURG** 316.75 hours

**CONTRACT HOURS= 275 HOURS** 

Michelle Duncan, **Sheriff, Linn County** 

By: Sgt. Steven Frambes





#### MONTHLY BULLETIN OF DISPATCHED CALLS AND CASES FOR CONTRACT CITIES

170

10/ 1/22 to 10/31/22 This Report Encompasses:

Total Incidents This Month:

**Incident Information:** 

Description

game. Medic unit was called.

CAD# 2022175262

10/1/2022 5:40:23PM TIME:

CASE# CAD Only

**HBRG** 

TIME:

CAD CALL COMPLETE

CAD# 2022175292 REPORT PENDING. Original Call Type: NARCOTICS OFFENSE Reported At Block Of 400 S 9TH ST Occurred between 1833 hours on 10/1/2022 and 1833 hours on 10/1/2022 . 10/1/2022 6:33:31PM

CASE# 2203892

**HBRG** 

REPORT TAKEN

CAD# 2022175349

TIME: 10/1/2022 8:12:28PM

CASE# CAD Only

**HBRG** 

CAD CALL COMPLETE

CAD# 2022175565

TIME: 10/2/2022 6:18:26AM

CASE# CAD Only

**HBRG** 

**FALSE ALARM POLICE** 

ABANDON VEHICLE Reported at Block of 700 ARROW LEAF PL HBRG

10/2/2022 10:55:08AM TIME:

2022175663

CASE# CAD Only

**HBRG** 

CAD#

CAD CALL COMPLETE

SUSPICIOUS PERSON Reported at Block of 500 TERRITORIAL ST HBRG

Intoxicated male called 911 because he fell and couldn't get up after trying to stumble

across the RR tracks in an attempt to get to the liquor store and home before the Duck

Juvenile male was found in possession of marijuana and a vape inhalant delivery device. Parents notified, RTF to Juvenile. Senate Bill 587, law enforcement can no longer enforce tobacco violations.

WELFARE CHECK Reported at Block of 800 S 8TH PL HBRG

A check on two minor children were performed at the request of their mother who lives in another state. The children were found home with three half siblings, the oldest is 15 and nothing I saw suggested the teen was unfit to babysit the other children. The parents were not home, but at least one was to be home by 2200 hours with a VM left for a call back.

ALARM LAW ONLY Reported at Block of 300 N 3RD ST HBRG

VEHICLE TAGGED AS ABANDON HAS BEEN MOVED ONTO PRIVATE PROPERTY

Deputy was dispatched to a burglary alarm. Employees were opening up. False alarm.

**Incident Information:** Description 1. 2022175669 CAD# Report Filed. WARRANT ARREST (LW ONLY) Reported At Block Of 600 DEMPSEY ST Occurred between 1108 hours on 10/2/2022 and 1109 hours on 10/2/2022 . Reported: 10/2/2022 11:09:38AM TIME: 2203903 CASE# Roger T. Brasier, 23, of Harrisburg, was contacted at his home and taken into custody on **HBRG** two warrants. Roger was cited and released on both warrants. REPORT TAKEN 2022175907 EXTRA PATROL Reported at Block of 300 SOMMERVILLE AVE HBRG CAD# 10/2/2022 5:48:21PM TIME: CASE# CAD Only **HBRG** EXTRA PATROL TRAFFIC STOP Reported at Block of 700 S 6TH ST HBRG CAD# 2022175930 10/2/2022 6:21:39PM TIME: CAD Only CASE# Operator warned for no plates/no temp. Vehicle was recently purchased and insured on **HBRG** 09/23/22 thru Pemco WARNING EQUIPMENT VIOLA CAD# 2022175945 FRAUD Reported at Block of 1000 S 6TH ST HBRG 10/2/2022 6:54:08PM TIME: CAD Only CASE# Caller sent pictures of himself to a female he was dating online. The female now wants money or **HBRG** threatened to share the photos. CAD CALL COMPLETE CAD# 2022176267 EXTRA PATROL Reported at Block of 600 TERRITORIAL ST/N 7TH ST HBRG 10/3/2022 10:44:44AM TIME: CASE# CAD Only Extra patrol for stop sign enforcement. 2 stops - 1 warning and 1 citation. **HBRG HARRISBURG** 2022176276 CAD# TRAFFIC STOP Reported at Block of 500 TERRITORIAL ST HBRG 10/3/2022 10:54:10AM TIME: CASE# CAD Only Driver warned for stop sign violation.

**HBRG** 

WARNING MOVING VIOLATIC

**Incident Information:** Description 1. 2022176287 TRAFFIC STOP Reported at Block of 600 TERRITORIAL ST HBRG CAD# 10/3/2022 11:07:33AM TIME: CAD Only CASE# Driver cited for operating without insurance. **HBRG** CITE NO INSURANCE 2022176305 TRAFFIC STOP Reported at Block of 500 LASALLE ST HBRG CAD# 10/3/2022 11:35:26AM TIME: CASE# CAD Only Driver warned for speed. **HBRG** WARNING SPEEDING VIOLAT TRAFFIC HAZARD Reported at Block of 800 S 3RD ST HBRG CAD# 2022176326 TIME: 10/3/2022 12:01:45PM CAD Only CASE# TRAFFIC HAZARD MOVED PRIOR TO ARRIVAL **HBRG** CAD CALL COMPLETE CAD# 2022176352 TRAFFIC STOP Reported at Block of 700 DIAMOND HILL DR HBRG 10/3/2022 12:46:35PM TIME: CASE# CAD Only MALE OPERATOR WARNED FOR SPEED **HBRG** WARNING SPEEDING VIOLAT TRAFFIC STOP Reported at Block of 300 N 9TH ST HBRG 2022176367 CAD# TIME: 10/3/2022 1:06:59PM CASE# CAD Only Driver warned for stop sign violation. **HBRG** WARNING MOVING VIOLATIC CAD# 2022176378 TRAFFIC STOP Reported at Block of 800 DIAMOND HILL DR HBRG 10/3/2022 1:20:12PM TIME: CASE# CAD Only FEMALE OPERATOR WARNED FOR SPEED **HBRG** WARNING SPEEDING VIOLAT

**Incident Information:** Description 1. CAD# 2022176381 EXTRA PATROL Reported at Block of 300 SOMMERVILLE AVE HBRG 10/3/2022 1:22:44PM TIME: CASE# CAD Only Deputy checked Harrisburg Ponds, all was quiet. **HBRG HARRISBURG** 2022176402 TRAFFIC STOP Reported at Block of 900 S 6TH ST HBRG CAD# 10/3/2022 1:50:59PM TIME: CASE# CAD Only Driver warned for cell phone use. **HBRG** WARNING CELL PHONE USE TRAFFIC STOP Reported at Block of 1100 S 6TH ST HBRG CAD# 2022176412 TIME: 10/3/2022 2:04:16PM CAD Only CASE# Driver warned for speed. **HBRG** WARNING SPEEDING VIOLAT CAD# 2022176414 TRAFFIC STOP Reported at Block of 800 DIAMOND HILL DR HBRG 10/3/2022 2:05:25PM TIME: CASE# CAD Only MALE OPERATOR WARNED FOR SPEED **HBRG** WARNING SPEEDING VIOLAT CAD# 2022176510 DUII Reported at Block of 400 S 9TH ST HBRG TIME: 10/3/2022 4:08:42PM CASE# CAD Only Report of possible DUI driver. **HBRG HARRISBURG** CAD# 2022176859 SUSPICIOUS VEHICLE Reported at Block of 300 N 3RD ST HBRG 10/4/2022 7:17:17AM TIME: CASE# CAD Only REPORT OF SUSPICIOUS VEHICLE THAT LEFT JUST BEFORE ARRIVAL **HBRG** CAD CALL COMPLETE

**Incident Information:** Description 1. 2022176889 TRAFFIC STOP Reported at Block of 1100 S 6TH ST HBRG CAD# 10/4/2022 8:43:50AM TIME: CAD Only CASE# Driver warned for speed. **HBRG** WARNING SPEEDING VIOLAT CAD# 2022176915 FOOT PATROL Reported at Block of 400 S 9TH ST HBRG 10/4/2022 9:18:49AM TIME: CASE# CAD Only Deputy checked in with High School. All was quiet. **HBRG HARRISBURG** SUSPICIOUS CIRCUMSTANCE Reported at Block of 400 S 9TH ST HBRG CAD# 2022176928 10/4/2022 9:37:04AM TIME: CAD Only CASE# Questions regarding vehicle titles. **HBRG HARRISBURG** CAD# 2022176942 EXTRA PATROL Reported at Block of 300 SOMMERVILLE AVE HBRG 10/4/2022 9:51:46AM TIME: CASE# CAD Only Deputy checked Harrisburg Ponds, all was quiet. **HBRG HARRISBURG** TRAFFIC STOP Reported at Block of 1100 S 6TH ST HBRG 2022176963 CAD# 10/4/2022 10:15:13AM TIME: CASE# CAD Only Driver warned for no front license plate. **HBRG** WARNING EQUIPMENT VIOLA CAD# 2022177019 Report Filed. PROPERTY, FOUND Reported At Block Of 200 N 3RD ST Occurred between 1118 hours on 10/4/2022 and 1119 hours on 10/4/2022 . Reported: 10/4/2022 Officer 10/4/2022 11:19:31AM TIME: CASE# 2203930 Found keys lodged into property at Sheriff's Office. **HBRG** REPORT TAKEN

**Incident Information:** Description 1. 2022177262 DOMESTIC DISTURBANCE Reported at Block of 300 KESLING ST HBRG CAD# 10/4/2022 6:43:36PM TIME: CASE# CAD Only Domestic dispute, verbal only, no crimes. Parties calmed down. Deputies were assisted by **HBRG** Junction City Police. **HARRISBURG** 2022177274 CAD# Report Filed. ACCIDENT VEHICLE INJURY Reported At Block Of 500 SMITH ST Occurred between 1913 hours on 10/4/2022 and 1913 hours on 10/4/2022. Reported: 10/4/2022 10/4/2022 7:13:54PM TIME: CASE# 2203933 Vehicle vs. Pedestrian. (Friend vs. friend) Vehicle ran over pedestrians foot. **HBRG** Pedestrian transported via ambulance to the hospital for a broken foot. REPORT TAKEN CAD# 2022177335 NEIGHBORHOOD WATCH Reported at Block of 100 SMITH ST HBRG TIME: 10/4/2022 10:10:44PM No Public Narrative. CAD Only CASE# **HBRG** CAD# 2022177543 FRAUD Reported at Block of 700 GAILEEN WAY HBRG 10/5/2022 8:45:31AM TIME: Caller has been receiving suspicious emails and caught a \$5,000 transaction pending in her bank CASE# CAD Only account. It was canceled before the charges went through. **HBRG** CAD CALL COMPLETE CAD# 2022177572 EVENT DETAIL Reported at Block of 200 N 3RD ST HBRG TIME: 10/5/2022 9:24:49AM CASE# CAD Only Coffee with a Cop. **HBRG HARRISBURG** CAD# 2022177802 POCKET DIAL LCSO AND CRCC Reported at Block of 400 S 9TH ST HBRG 10/5/2022 2:42:02PM TIME: No Public Narrative. CASE# CAD Only

**HBRG** 

**Incident Information:** Description 1. 2022177834 MINOR IN POSSESSION Reported at Block of 400 S 9TH ST HBRG CAD# 10/5/2022 3:24:55PM TIME: CAD Only CASE# Assisted with the investigation of a minor(s) in possession of alcohol. **HBRG** CAD CALL COMPLETE 2022177907 JUVENILE COMPLAINT Reported at Block of 400 N 7TH ST HBRG CAD# 10/5/2022 4:53:49PM TIME: CASE# CAD Only Juvenile did not return home after school. Deputies checked the area and found the juvenile **HBRG** at a friends house. CAD CALL COMPLETE FOLLOW UP Reported at Block of 600 LASALLE ST HBRG CAD# 2022177924 10/5/2022 5:36:55PM TIME: CAD Only CASE# **HBRG** CAD CALL COMPLETE CAD# 2022177963 TRAFFIC COMPLAINT Reported at Block of 300 S 1ST ST/KESLING ST HBRG 10/5/2022 6:55:32PM TIME: CASE# CAD Only Deputy took a traffic complaint in Harrisburg. Deputy contacted the person involved and **HBRG** warned him of the complaints he'd received. The male was asked to drive more carefully. CAD CALL COMPLETE 2022178271 TRAFFIC STOP Reported at Block of 100 S 9TH ST HBRG CAD# 10/6/2022 10:11:32AM TIME: CASE# CAD Only FEMALE OPERATOR WARNED FOR SPEED **HBRG** WARNING SPEEDING VIOLAT CAD# 2022178276 TRAFFIC STOP Reported at Block of 700 S 6TH ST HBRG 10/6/2022 10:27:13AM TIME: CASE# CAD Only PHILIP WILDER, 34, WAS CITED 44/25 ZONE. **HBRG** CITE SPEEDING VIOLATION

**Incident Information:** Description 1. CAD# 2022178403 PRIVATE PROPERTY TOW Reported at Block of 1100 S 6TH ST HBRG 10/6/2022 2:00:19PM TIME: No Public Narrative. CAD Only CASE# **HBRG** CAD# 2022178411 Report Filed. AOA-OTHER Reported At Block Of 100 W 7TH ST Occurred between 0000 hours on 8/1/2022 and 1410 hours on 10/6/2022 . Reported: 10/6/2022 Officer Statement: 10/6/2022 2:11:37PM TIME: CASE# 2203970 Deputy took a fraud report. The crime had occurred in Lane County, but Eugene Police **HBRG** requested a agency assist. REPORT TAKEN DOMESTIC DISTURBANCE Reported at Block of 800 UMPQUA ST HBRG CAD# 2022178704 10/6/2022 11:19:33PM TIME: CAD Only CASE# A family argument between household members eventually turned into a wrestling match **HBRG** between dad and son. No one injured, no charges to be pressed. Parties were separated and will talk in the morning about new living arrangements. CAD CALL COMPLETE CAD# 2022179071 EXTRA PATROL Reported at Block of 300 SOMMERVILLE AVE HBRG 10/7/2022 2:18:48PM TIME: CASE# CAD Only Deputy checked Harrisburg Ponds, all was quiet. **HBRG HARRISBURG** CAD# 2022179269 TRESPASS Reported at Block of 400 S 9TH ST HBRG TIME: 10/7/2022 8:13:20PM CASE# CAD Only Call regarding a school suspension. **HBRG** CAD CALL COMPLETE CAD# 2022179314 SUSPICIOUS VEHICLE Reported at Block of 500 SMITH ST HBRG 10/7/2022 9:18:08PM TIME: CASE# CAD Only Follow up with previous call. **HBRG** 

CAD CALL COMPLETE

**Incident Information:** Description 1. 2022179387 CAD# Report Filed. ACCIDENT VEHICLE INJURY Reported At Block Of 300 N 3RD ST/PEORIA RD Occurred between 2326 hours on 10/7/2022 and 2327 hours on 10/7/2022. Reported: 10/7/2022 11:27:43PM TIME: CASE# 2203997 Vehicle vs. Pedestrian. Intoxicated male standing in road wearing dark clothing was hit by a **HBRG** vehicle. Driver called 911, stayed on scene and was cooperative with police. No impairment on the drivers part. REPORT TAKEN 2022179625 CAD# JUVENILE COMPLAINT Reported at Block of 800 S 3RD ST HBRG 10/8/2022 12:29:06PM TIME: CASE# CAD Only Report of kids playing in road. Deputy checked the are but they were gone on arrival. **HBRG UTL GOA** EXTRA PATROL Reported at Block of 300 SOMMERVILLE AVE HBRG CAD# 2022180114 TIME: 10/9/2022 6:52:12AM CAD Only CASE# Deputy checked Harrisburg Ponds. Contacted two males fishing and asked them to call if **HBRG** they see anyone camping/dumping. **HARRISBURG** CAD# 2022180132 FOUND DOG Reported at Block of 600 DEMPSEY ST HBRG 10/9/2022 7:56:39AM TIME: No Public Narrative. CASE# CAD Only **HBRG** CAD# 2022180154 TRAFFIC STOP Reported at Block of 1100 S 6TH ST HBRG TIME: 10/9/2022 9:12:12AM CASE# CAD Only Driver warned for speed. **HBRG** WARNING SPEEDING VIOLAT CAD# 2022180172 TRAFFIC STOP Reported at Block of 300 N 6TH ST HBRG

Driver warned for stop sign violation.

10/9/2022 10:00:48AM

WARNING MOVING VIOLATIC

TIME:

**HBRG** 

CASE# CAD Only

**Incident Information:** Description 1. 2022180321 911 HANG UP CALL Reported at Block of 400 TERRITORIAL ST HBRG CAD# 10/9/2022 3:36:43PM TIME: No Public Narrative. CASE# CAD Only **HBRG** CAD# 2022180324 911 HANG UP CALL Reported at Block of 400 TERRITORIAL ST HBRG 10/9/2022 3:42:49PM TIME: No Public Narrative. CASE# CAD Only **HBRG** CAD# 2022180331 REPORT PENDING. Original Call Type: BURGLARY Reported At Block Of 700 SOMMERVILLE LOOP Occurred between 1551 hours on 10/9/2022 and 1551 hours on 10/9/2022 3:51:07PM TIME: 2204010 CASE# Residential burglary report. Occurred within the last 5 days. Odd property was taken, with expensive **HBRG** property, such as multiple firearms, left behind. No suspects at this time. Investigation is ongoing. REPORT TAKEN CAD# 2022180335 ALARM LAW ONLY Reported at Block of 400 SMITH ST HBRG 10/9/2022 3:57:17PM TIME: CASE# CAD Only Accidental alarm activation, unknown cause. **HBRG HARRISBURG** 2022180513 EMERGENCY MESSAGE Reported at Block of 600 ERICA PL HBRG CAD# 10/9/2022 11:29:15PM TIME: CAD Only CASE# Deputy delivered a death notification of a family member for Eugene Police. **HBRG** CAD CALL COMPLETE

CAD# 2022180755 NEIGHBORHOOD DISPUTE Reported at Block of 900 RED CLOVER CT HBRG

TIME: 10/10/2022 11:53:18AM

CASE# CAD Only

**HBRG** 

**HARRISBURG** 

Citizen reported her neighbor mowed the lawn and it threw rocks onto her motor home. Deputy arrived and saw no damage. Information was documented at the caller's request.

**Incident Information:** Description 1. 2022180988 MISSING PERSONS Reported at Block of 300 N 7TH ST HBRG CAD# 10/10/2022 5:02:02PM TIME: CASE# CAD Only Citizen reported her husband, who had dementia, missing. While family, Harrisburg FD, and **HBRG** deputies searched the area for the male, a family member located the male alive and well. **HARRISBURG** 2022181144 POCKET DIAL LCSO AND CRCC Reported at Block of 200 N 7TH ST HBRG CAD# 10/10/2022 10:01:47PM TIME: CASE# CAD Only **HBRG** CAD# 2022181622 MENTAL HEALTH Reported at Block of 200 CLAY CT HBRG 10/11/2022 5:20:30PM TIME: CAD Only CASE# Male had questions about protecting himself and his property. A deputy answered his **HBRG** questions. **HARRISBURG** CAD# 2022181720 Report Filed. SEX ABUSE 3 - SEX CRIME OTHER Reported At Block Of 200 N 3RD ST Occurred between 2017 hours on 10/11/2022and 2018 hours on 10/11/2022. Reported: 10/11/2022 8:18:31PM TIME: CASE# 2204037 Jack Lund, Jr (53) of Harrisburg was arrested on a charge of Sex Abuse III and was **HBRG** transported to the jail. REPORT TAKEN CAD# 2022181723 SUSPICIOUS CIRCUMSTANCE Reported at Block of 300 N 3RD ST HBRG 10/11/2022 8:36:12PM TIME: CASE# CAD Only Suspicious vehicle. UTL GOA **HBRG** CAD CALL COMPLETE CAD# 2022181742 CITY ORDINANCE VIOLATION Reported at Block of 800 PRICEBORO DR HBRG 10/11/2022 9:12:37PM TIME: CASE# CAD Only Caller reported an ordinance violation involving loud noise. **HBRG** 

CAD CALL COMPLETE

**Incident Information:** Description 1. CAD# 2022181939 TRANSFER 911 INFO - LAW CALL Reported at Block of 800 S 3RD ST HBRG 10/12/2022 8:40:38AM TIME: CAD Only CASE# **HBRG** CALL TRANSFERRED TO OTH 2022181942 CAD# TRAFFIC COMPLAINT Reported at Block of 400 PEORIA RD HBRG 10/12/2022 8:42:59AM TIME: CASE# CAD Only Report of reckless driver, possible road rage. Deputy checked area and vehicle was gone on **HBRG** arrival. UTL GOA FOLLOW UP Reported at Block of 800 S 6TH ST/SOMMERVILLE LOOP HBRG CAD# 2022181982 TIME: 10/12/2022 9:43:27AM No Public Narrative. CAD Only CASE# **HBRG HARRISBURG** CAD# 2022182397 FOLLOW UP Reported at Block of 400 S 9TH ST HBRG 10/12/2022 7:20:29PM TIME: CASE# CAD Only Father was informed of call with son. **HBRG** CAD CALL COMPLETE 2022182891 SUSPICIOUS CIRCUMSTANCE Reported at Block of 300 N 7TH PL HBRG CAD# TIME: 10/13/2022 2:12:11PM CASE# CAD Only Deputy spoke with a caller about a suspicious circumstance. **HBRG** CAD CALL COMPLETE CAD# 2022182902 DOG BITE Reported at Block of 900 S 9TH ST HBRG 10/13/2022 2:21:01PM TIME: No Public Narrative. CASE# CAD Only **HBRG** CAD CALL COMPLETE

**Incident Information:** Description 1. 2022183099 MISSING PERSONS Reported at Block of 800 SOMMERVILLE LOOP HBRG CAD# 10/13/2022 7:36:38PM TIME: CASE# CAD Only Missing person. Deputy located male in Junction City. NFA. **HBRG HARRISBURG** 2022183198 SUSPICIOUS CIRCUMSTANCE Reported at Block of 800 S 8TH ST/UMPQUA ST HBRG CAD# 10/13/2022 10:46:12PM TIME: CASE# CAD Only Caller reported key which UPS will retrieve during normal mail hours. **HBRG** CAD CALL COMPLETE ALARM LAW ONLY Reported at Block of 200 N 3RD ST HBRG CAD# 2022183211 10/13/2022 11:22:30PM TIME: CAD Only CASE# Alarm, everything was secure. **HBRG** CAD CALL COMPLETE 2022183277 OD INGESTION POISONING Reported at Block of 300 S 6TH ST HBRG CAD# 10/14/2022 2:26:13AM TIME: CAD Only CASE# Medical call. Highly intoxicated. **HBRG** CAD CALL COMPLETE CAD# 2022183374 TRAFFIC STOP Reported at Block of 200 SMITH ST HBRG 10/14/2022 9:22:59AM TIME: CASE# CAD Only Verne Charles Dowty, 61, of Eugene, was stopped and cited for Fail to Register Vehicle and **HBRG** Fail to Carry Proof of Insurance. CITATION ISSUED CAD# 2022183466 Report Filed. DOG BITE Reported At Block Of 900 S 9TH ST Occurred between 1137 hours on 10/14/2022and 1138 hours on 10/14/2022. Reported: 10/14/2022 Officer Statement: 10/14/2022 11:38:01AM TIME: CASE# 2204082

**HBRG** 

REPORT TAKEN

Richard Clark ,66,of Harrisburg was cited for his dog as a public nuisance on 10-14-22.

**Incident Information:** Description 1. 2022183534 SUSPICIOUS PERSON Reported at Block of 300 S 6TH ST/KESLING ST HBRG CAD# 10/14/2022 1:10:20PM TIME: CASE# CAD Only City reported a door to door salesman who did not have the proper permits. Deputy **HBRG** searched the city but was unable to locate the male. **HARRISBURG** 2022183545 CAD# TRESPASS Reported at Block of 300 S 3RD ST HBRG 10/14/2022 1:37:48PM TIME: CASE# CAD Only Deputy responded to a trespassing call. Deputy escorted suspect off business premises and **HBRG** gave individual a ride to desired location. **HARRISBURG** SUSPICIOUS PERSON Reported at Block of 300 N 3RD ST HBRG CAD# 2022183703 10/14/2022 4:56:48PM TIME: CAD Only CASE# female had no one to help her, so she was given a ride to the Eugene Mission as **HBRG** Womensspace was not able to help her. CAD CALL COMPLETE CAD# 2022183742 DOG COMPLAINT Reported at Block of 700 SMITH ST HBRG 10/14/2022 5:58:11PM TIME: CASE# CAD Only Caller reported dogs barking non stop. A deputy checked the area and was unable to locate **HBRG** any dogs barking. CAD CALL COMPLETE 2022184065 CAD# Report Filed. ABANDONED VEHICLE Reported At Block Of 100 MACY ST Occurred between 0000 hours on 10/15/2022and 0712 hours on 10/15/2022. Reported: 10/15/2022 TIME: 10/15/2022 7:12:43AM CASE# 2204110 Abandoned vehicle was towed. **HBRG** REPORT TAKEN CAD# 2022184068 ABANDON VEHICLE Reported at Block of 300 S 2ND ST HBRG 10/15/2022 7:24:29AM TIME: CASE# CAD Only **HBRG** 

**Incident Information:** Description 1. CAD# 2022184069 ABANDON VEHICLE Reported at Block of 300 S 2ND ST HBRG 10/15/2022 7:25:03AM TIME: CASE# CAD Only Vehicle was moved to a driveway and off the road. **HBRG** CAD CALL COMPLETE 2022184078 CAD# ABANDON VEHICLE Reported at Block of 300 KESLING ST HBRG 10/15/2022 7:54:30AM TIME: CASE# CAD Only Vehicle was moved off of the roadway and behind the residence. **HBRG** CAD CALL COMPLETE TRAFFIC STOP Reported at Block of 300 KESLING ST/S 4TH ST HBRG CAD# 2022184086 10/15/2022 8:13:13AM TIME: CAD Only CASE# Driver was going to be cited for Failure to Register Vehicle. Due to vehicle printer issues the **HBRG** driver was given a verbal warning. WARNING ISSUED CAD# 2022184175 ASSIST OTHER AGENCY Reported at Block of 100 SMITH ST HBRG 10/15/2022 11:24:36AM TIME: CASE# CAD Only Deputy helped a citizen turn in some discarded pills in the take-back box at the Sheriff's **HBRG** Office. CAD CALL COMPLETE CUSTODIAL INTERFERENCE Reported at Block of 800 SOMMERVILLE LOOP HBRG 2022184225 CAD# 10/15/2022 1:18:47PM TIME: CAD Only CASE# Deputy mediated a quarrel between mother and daughter **HBRG** CAD CALL COMPLETE CAD# 2022184270 ASSAULT Reported at Block of 300 SOMMERVILLE AVE HBRG 10/15/2022 2:15:13PM TIME: CASE# CAD Only Deputies investigated alleged assault. Victim did not want to press charges and wanted the **HBRG** incident documented.

CAD CALL COMPLETE

**Incident Information:** Description 1. 2022184357 TRAFFIC STOP Reported at Block of 600 S 3RD ST HBRG CAD# 10/15/2022 4:45:34PM TIME: CASE# CAD Only Maria Santiago-Contreras, 51, of Albany was cited for Failure to Carry Proof of insurance. **HBRG** CITATION ISSUED 2022184445 EXTRA PATROL Reported at Block of 600 STANLEY LN HBRG CAD# 10/15/2022 7:15:29PM TIME: No Public Narrative. CASE# CAD Only **HBRG** CAD CALL COMPLETE CAD# 2022184536 ASSIST OTHER AGENCY Reported at Block of 200 SMITH ST HBRG 10/15/2022 9:22:14PM TIME: CAD Only CASE# A deputy assisted Fire personnel. A highly intoxicated male fell and hit his head. He was transported to a **HBRG** nearby hospital for treatment. CAD CALL COMPLETE CAD# 2022184549 DOG COMPLAINT Reported at Block of 700 LASALLE ST HBRG 10/15/2022 9:44:09PM TIME: CASE# CAD Only Deputies try to find an aggressive dog, they were unable to locate at is time. **HBRG** CAD CALL COMPLETE 2022184570 CAD# SUSPICIOUS CIRCUMSTANCE Reported at Block of 100 S 2ND ST/SMITH ST HBRG 10/15/2022 10:12:33PM TIME: CAD Only CASE# Caller reported a male watching inappropriate videos on his cell phone. A deputy contacted **HBRG** the male and told him to go home. CAD CALL COMPLETE CAD# 2022184589 ASSIST OTHER AGENCY Reported at Block of 1000 S 6TH ST HBRG 10/15/2022 10:32:44PM TIME: Assault that occurred in Lane County. OSP responded to handled investigation. CASE# CAD Only **HBRG** 

CAD CALL COMPLETE

**Incident Information:** Description 1. 2022184684 ASSIST OTHER AGENCY Reported at Block of 100 N 3RD ST HBRG CAD# 10/16/2022 12:56:49AM TIME: CAD Only CASE# A deputy assisted Oregon State Police on a traffic stop. **HBRG** CAD CALL COMPLETE 2022184693 TRAFFIC STOP Reported at Block of 400 PEORIA RD HBRG CAD# 10/16/2022 1:14:42AM TIME: CASE# CAD Only Traffic stop, no violations. **HBRG** CAD CALL COMPLETE TRAFFIC STOP Reported at Block of 800 SMITH ST HBRG CAD# 2022184866 10/16/2022 10:44:46AM TIME: CAD Only CASE# Vehicle showing expired insurance stopped in Harrisburg. Driver provided valid insurance **HBRG** card. CAD CALL COMPLETE CAD# 2022185133 RUNAWAY Reported at Block of 400 N 7TH ST HBRG 10/16/2022 7:15:11PM TIME: CASE# CAD Only Caller reported a juvenile not returning home when told to. A deputy checked the area and **HBRG** located the juvenile then escorted him home. CAD CALL COMPLETE 2022185840 DISTURBANCE Reported at Block of 300 S 4TH ST HBRG CAD# 10/17/2022 7:23:22PM TIME: CASE# CAD Only Verbal argument between spouse's. **HBRG** CAD CALL COMPLETE CAD# 2022186083 TRAFFIC STOP Reported at Block of 1000 S 6TH ST HBRG 10/18/2022 7:46:30AM TIME: CASE# CAD Only CHRISTOPHER SPAULDING, 29, CITED FOR NO SEAT BELT **HBRG** CITE SEATBELT VIOLATION

**Incident Information:** Description 1. 2022186085 TRAFFIC STOP Reported at Block of 800 DIAMOND HILL DR HBRG CAD# 10/18/2022 7:49:49AM TIME: CASE# CAD Only operator warned for speed. **HBRG** WARNING SPEEDING VIOLAT CAD# 2022186120 TRAFFIC STOP Reported at Block of 300 S 4TH ST/KESLING ST HBRG 10/18/2022 8:45:01AM TIME: CASE# CAD Only Juvenile operator issued citation for 44/25. Warned for fail to carry proof of insurance and fail **HBRG** register vehicle CITE SPEEDING VIOLATION TRAFFIC STOP Reported at Block of 1100 S 6TH ST/PRICEBORO DR HBRG CAD# 2022186123 10/18/2022 8:48:44AM TIME: CAD Only CASE# FEMALE OPERATOR WARNED FOR OBSTRUCTED PLATE **HBRG** WARNING EQUIPMENT VIOLA CAD# 2022186149 TRAFFIC STOP Reported at Block of 400 LASALLE ST HBRG 10/18/2022 9:21:59AM TIME: CASE# CAD Only MALE OPERATOR WARNED FOR SPEED **HBRG** WARNING SPEEDING VIOLAT 2022186159 CAD# Report Filed. PROPERTY, FOUND Reported At Block Of 800 SOMMERVILLE LOOP Occurred between 0941 hours on 10/18/2022and 0941 hours on 10/18/2022. Reported: 10/18/2022 9:39:17AM TIME: CASE# 2204141 Found drug paraphernalia submitted for destruction. **HBRG** REPORT TAKEN CAD# 2022186161 TRAFFIC STOP Reported at Block of 800 DIAMOND HILL DR HBRG 10/18/2022 9:42:13AM TIME: CASE# CAD Only 21 yo Joshua McCombs of Junction City issued citation for 45/25 **HBRG** CITE SPEEDING VIOLATION

**Incident Information:** Description 1. 2022186182 TRAFFIC STOP Reported at Block of 700 DIAMOND HILL DR HBRG CAD# 10/18/2022 10:04:41AM TIME: CASE# CAD Only 37 yo Shelley Smucker of Halsey issued citation for 41/25 **HBRG** CITE SPEEDING VIOLATION 2022186189 CAD# Report Filed. DWS MIS Reported At Block Of 300 LASALLE ST/S 4TH ST Occurred between 1014 hours on 10/18/2022and 1015 hours on 10/18/2022. Reported: 10/18/2022 10/18/2022 10:15:31AM TIME: CASE# 2204142 EMILY SULLIVAN, 32, WAS ARRESTED FOR DWS-MISDEMEANOR AND FAIL TO CARRY **HBRG** AND PRESENT. ALSO CITED FOR VBR 46/25 AND FAIL INSTALL IID REPORT TAKEN FOLLOW UP Reported at Block of 300 SCHOOLING ST HBRG CAD# 2022186586 10/18/2022 8:07:26PM TIME: CAD Only CASE# Sex offense. This case is already being investigated. Caller was forwarded to investigating **HBRG** detective. FOLLOW UP COMPLETE CAD# 2022186816 Report Filed. ACCIDENT VEHICLE NO INJ Reported At Block Of 800 S 6TH ST/SOMMERVILLE LOOP Occurred between 0848 hours on 10/19/2022and 0848 hours on 10/19/2022 8:48:57AM TIME: CASE# 2204150 Deputies respond to a two vehicle non injury crash. Rebecca Boettiger (40) of Harrisburg was **HBRG** cited for Driving Uninsured and Failure of Driver Entering Roadway to Yield to Right of Way. REPORT TAKEN CAD# 2022187326 911 HANG UP CALL Reported at Block of 400 TERRITORIAL ST HBRG 10/19/2022 11:33:20PM TIME: No Public Narrative. CAD Only CASE# **HBRG** 

CAD# 2022187880

TIME: 10/20/2022 7:42:02PM

CASE# CAD Only

**HBRG** 

CAD CALL COMPLETE

NOISE DISTURBANCE Reported at Block of 500 SMITH ST HBRG

Caller reported vehicles playing loud music and revving their engines. A deputy checked the area and was unable to locate any vehicles doing this.

**Incident Information:** Description 1. 2022188162 CRIMINAL MISCHIEF Reported at Block of 200 SMITH ST HBRG CAD# 10/21/2022 9:39:11AM TIME: CAD Only CASE# Criminal mischief discovered on the doors of the building when the responsible parties arrived **HBRG** in the morning. CAD CALL COMPLETE 2022188266 CRIMINAL MISCHIEF Reported at Block of 800 SOMMERVILLE LOOP HBRG CAD# 10/21/2022 12:56:39PM TIME: CASE# CAD Only Two metal posts has been removed from the driveway access. The posts were located and **HBRG** returned to their locations. CAD CALL COMPLETE EVENT DETAIL Reported at Block of 400 S 9TH ST HBRG CAD# 2022188392 10/21/2022 4:16:38PM TIME: CAD Only CASE# Deputy provided escort for homecoming parade. **HBRG HARRISBURG** CAD# 2022188421 TRAFFIC COMPLAINT Reported at Block of 200 LASALLE ST/S 3RD ST HBRG 10/21/2022 5:19:02PM TIME: CASE# CAD Only Report of reckless driver in Lane County. No deputies in the area, caller referred **HBRG** to appropriate agency. **HARRISBURG** CAD# 2022188515 REPORT PENDING. Original Call Type: THEFT Reported At Block Of 400 S 9TH ST Occurred between 1959 hours on 10/21/2022and 1959 hours on 10/21/2022. Reported: 10/21/2022 7:59:46PM TIME: CASE# 2204191 Altercation between children over a bike which resulted in one child being injured. Both were 13 years **HBRG** old. REPORT TAKEN

HARASSMENT Reported at Block of 700 DIAMOND HILL DR HBRG

Harassment. Deputy trespassed male from residence in Harrisburg.

CAD# 2022188568

CAD Only

TIME: CASE#

**HBRG** 

**HARRISBURG** 

10/21/2022 9:21:17PM

**Incident Information:** Description 1. 2022188629 DISTURBANCE Reported at Block of 100 MONROE ST HBRG CAD# 10/21/2022 11:34:44PM TIME: CAD Only CASE# Verbal roommate dispute. **HBRG** CAD CALL COMPLETE NON 911 ISSUE Reported at Block of 1000 APPLEGATE PL HBRG 2022188650 CAD# 10/22/2022 12:24:52AM TIME: CASE# CAD Only **HBRG** CAD# 2022189069 Report Filed. THEFT 1 - OTHER Reported At Block Of 23600 PEORIA RD Occurred between 2000 hours on 10/19/2022and 1833 hours on 10/22/2022. Reported: 10/22/2022 10/22/2022 6:33:09PM TIME: 2204201 CASE# Theft of scooters and a minibike, investigation is ongoing. **HBRG** REPORT TAKEN CAD# 2022189174 PHONE HARASSMENT Reported at Block of 700 DIAMOND HILL DR HBRG 10/22/2022 9:21:44PM TIME: CASE# CAD Only Telephonic harassment. Victim just wanted incident documented in case it continues. **HBRG HARRISBURG** 2022189206 EXTRA PATROL Reported at Block of 300 SOMMERVILLE AVE HBRG CAD# 10/22/2022 10:20:21PM TIME: CAD Only CASE# Extra patrol. All was good. **HBRG HARRISBURG** CAD# 2022189219 SUSPICIOUS VEHICLE Reported at Block of 500 S 6TH ST HBRG 10/22/2022 10:35:32PM TIME: CASE# CAD Only Traffic complaint. Deputy checked the area and was UTL. **HBRG UTL GOA** 

**Incident Information:** Description 1. 2022189323 CAD# Report Filed. CANCELLED REPORT Reported At Block Of 400 S 9TH ST Occurred between 0216 hours on 10/23/2022and 0217 hours on 10/23/2022. Reported: 10/23/2022 Officer 10/23/2022 2:17:48AM TIME: CASE# 2204209 Juvenile male reported he fell asleep at his girlfriend's house which is why he was not **HBRG** answering his phone. He was located before being listed as missing. REPORT TAKEN 2022189345 CAD# REPORT PENDING. Original Call Type: CRIMINAL MISCHIEF Reported At Block Of 200 N 3RD ST Occurred between 0413 hours on 10/23/2022and 0413 hours on 10/23/2022. 10/23/2022 4:13:51AM TIME: CASE# 2204210 A window at a business was broken. Estimated cost to repair is \$1500. **HBRG** A DEPUTY ARRIVED WITHIN 79 seconds. REPORT TAKEN DISTURBANCE Reported at Block of 700 DIAMOND HILL DR HBRG CAD# 2022189524 TIME: 10/23/2022 1:04:56PM CASE# CAD Only Caller is having continued issues with a neighbor harassing him and his wife. Nothing **HBRG** criminal was reported and the caller and wife were provided information on stalking complaints. CAD CALL COMPLETE CAD# 2022189553 ALARM LAW ONLY Reported at Block of 700 SMITH ST HBRG 10/23/2022 2:15:07PM TIME: No Public Narrative. CAD Only CASE# **HBRG** CAD CALL COMPLETE CAD# 2022189641 TRAFFIC COMPLAINT Reported at Block of 500 LASALLE ST/S 6TH ST HBRG TIME: 10/23/2022 5:25:20PM

CASE# CAD Only

HBRG

CAD CALL COMPLETE

CAD# 2022189741 | INTOXICATED SUBJECT Reported at Block of 400 S 5TH ST HBRG

No deputies in position to intercept traffic complaint.

TIME: 10/23/2022 8:22:25PM

CASE# CAD Only

**HBRG** 

CAD CALL COMPLETE

Caller needed help moving her highly intoxicated husband out of a truck before he left.

**Incident Information:** Description 1. 2022189757 DISTURBANCE Reported at Block of 100 N 7TH ST/SMITH ST HBRG CAD# 10/23/2022 9:01:03PM TIME: Suspicious acting people found at elementary school. Parties left. CAD Only CASE# **HBRG** 2022189758 DISTURBANCE Reported at Block of 200 S 6TH ST HBRG CAD# 10/23/2022 9:02:12PM TIME: CASE# CAD Only Male and female friends got into an argument. Both reported a harassment against the other **HBRG** but neither wanted to be a victim or pursue charges against the other. The parties separated and went to their respective residences. CAD CALL COMPLETE SUSPICIOUS VEHICLE Reported at Block of 400 S 9TH ST HBRG CAD# 2022189773 10/23/2022 9:32:30PM TIME: CAD Only CASE# Deputy checked on suspicious vehicle at High School after hours. **HBRG HARRISBURG** CAD# 2022190125 OD INGESTION POISONING Reported at Block of 1000 HECKART LN HBRG 10/24/2022 12:31:26PM TIME: CASE# CAD Only Deputies responded to a suicidal female. Female voluntarily was transported to River Bend **HBRG** Hospital for treatment. CAD CALL COMPLETE 2022190263 SUSPICIOUS VEHICLE Reported at Block of 300 SMITH ST HBRG CAD# 10/24/2022 4:28:24PM TIME: uncooperative female lost the key to her vehicle and would not speak to a deputy or accept assistance. CAD Only CASE# **HBRG** CAD CALL COMPLETE

CAD# 2022190281

TIME: 10/24/2022 5:04:13PM

CASE# CAD Only

**HBRG** 

CAD CALL COMPLETE

SUSPICIOUS CIRCUMSTANCE Reported at Block of 300 N 3RD ST HBRG

Caller wanted to inform LCSO of a possible, future theft of alcohol from the store.

**Incident Information:** Description 1. 2022190330 SUICIDAL SUBJECT Reported at Block of 1000 S 6TH ST HBRG CAD# 10/24/2022 6:37:28PM TIME: CASE# CAD Only Courtesy ride to Riverbend ER for a male claiming he wanted to end his life. Male had taken **HBRG** some Oxycontin and alcohol, but did not OD. Male was seen at the hospital and the son was advised of the situation. CAD CALL COMPLETE 2022190347 THREATS Reported at Block of 700 SMITH ST HBRG CAD# 10/24/2022 7:03:49PM TIME: CASE# CAD Only Civil dispute between father and son. Nothing criminal. **HBRG** CAD CALL COMPLETE ASSIST OTHER AGENCY Reported at Block of 400 LASALLE ST HBRG CAD# 2022190403 TIME: 10/24/2022 9:00:40PM Eagle Veneer had a chip bin catch on fire. No further action by LCSO. CASE# CAD Only **HBRG** CAD CALL COMPLETE CAD# 2022190414 EXTRA PATROL Reported at Block of 300 SOMMERVILLE AVE HBRG 10/24/2022 9:15:39PM TIME: CASE# CAD Only **HBRG EXTRA PATROL** CAD# 2022190440 ABANDON VEHICLE Reported at Block of 800 LASALLE ST/EAGLES WAY HBRG TIME: 10/24/2022 10:07:28PM CASE# CAD Only Deputies respond to abandon vehicle **HBRG** CAD CALL COMPLETE CAD# 2022190573

TIME: 10/25/2022 6:27:52AM

CASE# 2204230

HBRG

REPORT TAKEN

REPORT PENDING. Original Call Type: TRESPASS Reported At Block Of 300 SMITH ST Occurred between 0627 hours on 10/25/2022and 0627 hours on 10/25/2022. Reported:

Taylor Thomas (24) of Gresham was arrested in Harrisburg for Criminal Trespass II, Offensive Littering, Unlawful possession of a Weapon, and multiple drug violations.

**Incident Information:** Description 1. 2022190781 SUSPICIOUS CIRCUMSTANCE Reported at Block of 400 S 9TH ST HBRG CAD# 10/25/2022 1:20:32PM TIME: CASE# CAD Only Deputies talked to a concerned mother regarding an incident at school. The incident was **HBRG** already being investigated. CAD CALL COMPLETE 2022190936 TRAFFIC COMPLAINT Reported at Block of 100 S 9TH ST/SMITH ST HBRG CAD# 10/25/2022 4:51:24PM TIME: CASE# CAD Only Deputy fielded a traffic complaint about a high-school student driving aggressively. Deputy **HBRG** contacted the parents of the juvenile and was advised the issue would be resolved. CAD CALL COMPLETE CAD# 2022192038 TRESPASS Reported at Block of 200 N 3RD ST HBRG 10/27/2022 10:59:00AM TIME: CAD Only CASE# Caller wanted to report a transient has been sleeping in the laundromat at night. LCSO is **HBRG** familiar with the male and will be keeping an eye out. CAD CALL COMPLETE 2022192039 TRAFFIC COMPLAINT Reported at Block of 400 S 9TH ST HBRG CAD# 10/27/2022 10:59:37AM TIME: CASE# CAD Only High School reported dangerous driving around lunch, requested extra patrol. **HBRG HARRISBURG** 2022192042 INFORMATION ONLY REPORT Reported at Block of 800 SOMMERVILLE LOOP HBRG CAD# 10/27/2022 11:03:09AM TIME: CAD Only CASE# Caller in Arizona reported fraud. Deputy assisted local agency by making suspect contact. **HBRG HARRISBURG** EXTRA PATROL Reported at Block of 300 SMITH ST/S 4TH ST HBRG CAD# 2022192086 10/27/2022 12:27:40PM TIME:

Extra traffic patrol during High School lunch. Two warnings.

CASE#

**HBRG** 

**HARRISBURG** 

CAD Only

**Incident Information:** Description 1. 2022192337 TRAFFIC STOP Reported at Block of 300 TERRITORIAL ST HBRG CAD# 10/27/2022 6:32:44PM TIME: CASE# CAD Only Driver warned for failing to signal. **HBRG** WARNING ISSUED NOISE DISTURBANCE Reported at Block of 500 SMITH ST HBRG 2022192355 CAD# 10/27/2022 7:10:26PM TIME: CASE# CAD Only People warned for noise. **HBRG** CAD CALL COMPLETE TRAFFIC STOP Reported at Block of 200 SMITH ST HBRG CAD# 2022192600 10/28/2022 6:33:31AM TIME: CAD Only CASE# Ashley Bowers (25) of Lebanon, was cited for Driving while Suspended Violation, and Failure **HBRG** to Obey a Traffic Control Device, In Harrisburg. CITE MOVING VIOLATION CAD# 2022192989 WELFARE CHECK Reported at Block of 800 UMPQUA ST HBRG 10/28/2022 5:14:41PM TIME: CASE# CAD Only Welfare check on a female and her one year old child per DHS. Deputy located the female **HBRG** and child and learned they were alive and well. Non-criminal. **HARRISBURG** CAD# 2022193125 HARASSMENT Reported at Block of 400 SMITH ST HBRG 10/28/2022 10:07:49PM TIME: CAD Only CASE# Caller reported someone stalking them. A deputy checked the area and did not locate **HBRG** anyone. CAD CALL COMPLETE

CAD# 2022193166

TIME: 10/28/2022 11:08:43PM

CASE# CAD Only

**HBRG** 

CAD CALL COMPLETE

SUSPICIOUS CIRCUMSTANCE Reported at Block of 500 SMITH ST HBRG

Juveniles camping in the skatepark. THe parents were unaware of where their children were. Both parents advised to come remove them from the area.

**Incident Information:** Description 1. 2022193416 FOLLOW UP Reported at Block of 900 S 9TH ST HBRG CAD# 10/29/2022 9:44:26AM TIME: CAD Only CASE# Follow up attempt thwarted by other calls. **HBRG** CAD CALL COMPLETE 2022193831 ALARM LAW ONLY Reported at Block of 100 S 3RD ST HBRG CAD# 10/29/2022 11:18:58PM TIME: No Public Narrative. CASE# CAD Only **HBRG** EXTRA PATROL Reported at Block of 300 SOMMERVILLE AVE HBRG CAD# 2022193978 10/30/2022 4:22:49AM TIME: CAD Only CASE# **HBRG EXTRA PATROL** CAD# 2022194059 POCKET DIAL LCSO AND CRCC Reported at Block of 800 WHITHAM WAY HBRG 10/30/2022 10:06:02AM TIME: No Public Narrative. CASE# CAD Only **HBRG** FOLLOW UP Reported at Block of 500 N 9TH ST HBRG CAD# 2022194098 10/30/2022 11:33:55AM TIME: CAD Only CASE# Follow up case 22-4160 **HBRG** CAD CALL COMPLETE CAD# 2022194136 INFORMATION ONLY REPORT Reported at Block of 300 SCHOOLING ST HBRG 10/30/2022 1:26:20PM TIME: CASE# CAD Only Deputy assisted a citizen with a civil issue. **HBRG** CAD CALL COMPLETE

Incident Information: Description 1.

CAD# 2022194242

TIME: 10/30/2022 5:19:00PM

CASE# CAD Only

**HBRG** 

CAD CALL COMPLETE

SHOTS HEARD Reported at Block of 900 LASALLE ST HBRG

Caller complained of a stray bullet passing her while she was walking. No evidence was found of this occurring and pedestrians were spoken to and nobody heard a gunshot in the area

CAD# 2022194539

TIME: 10/31/2022 8:44:19AM

CASE# CAD Only

**HBRG** 

**HARRISBURG** 

NEIGHBORHOOD DISPUTE Reported at Block of 500 N 7TH ST HBRG

Ongoing issues between neighbors. Non criminal for now. One is moving out shortly.

CAD# 2022194745

TIME: 10/31/2022 1:07:17PM

CASE# CAD Only

HBRG

CAD CALL COMPLETE

TRAFFIC COMPLAINT Reported at Block of 600 S 3RD ST/LASALLE ST HBRG

TRAFFIC COMPLAINT, AREA CHECKED AND WAS UTL

## Agenda Bill Harrisburg City Council

Harrisburg, Oregon

THE MATTER OF REVIEWING AN INTERGOVERNMENTAL AGREEMENT (IGA) BETWEEN THE CITY OF HARRISBURG AND THE DEPARTMENT OF LAND CONSERVATION AND DEVELOPMENT (DLCD)

**STAFF REPORT:** 

Exhibit A: Proposed IGA with the DLCD

ACTION: TBD

THIS AGENDA BILL IS DESTINED FOR: Agenda - November 8, 2022

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

#### STAFF RECOMMENDATION:

Staff recommends that Council review the IGA and process for establishing a new Natural Hazard Mitigation Plan.

#### **BACKGROUND INFORMATION:**

The City of Harrisburg last participated in the Natural Hazard Mitigation Plan (NHMP) in 2016-2018. This was a multi-jurisdictional effort that was managed by Linn County. FEMA (the Federal Emergency Management Agency) approves NHMP's every five years. Having a current NHMP establishes eligibility for certain FEMA grants, including assistance following disasters. The current NHMP that was approved by the City Council will expire on May 23, 2023.

Linn County is required to have a Multi-Jurisdictional NHMP (MJNHMP), which includes all the cities in the county, as well as unincorporated areas. There would generally be a requirement to share on the cost of updating this plan; in this case, 25% is required as a cost share from non-federal funds. However, DLCD was able to secure state funding via HB 5006, which provided local match for the FEMA planning grant, so the cost share is matched. The IGA is attached as **Exhibit A**.

Staff reached out to both the Linn County Planning Manager, Alyssa Boles, as well as the DLCD representative, Pamela Reber about the language in the IGA, including those on Compensation and Cost in section No. 6. This states that the City shall commit to providing and documenting cash, in-kind, or a combination of both as its required 25% cost share.

Staff does need to keep track of their time in relation to this IGA, but doesn't need to report it, due to the match being provided by state funds. Due to the state funding, the cost share is matched, and no funds are needed from the City. There will be considerate staff time spent on this project, as there was when we first participated in the MJNHMP process five years ago.

The City and Staff are responsible to establish a steering committee, and the City is required to adopt a plan that FEMA has agreed to approve. The City will be participating in meetings with the County, as well as providing a public adoption engagement and adoption process. Staff has already provided a draft copy of the NHMP Addendum for the City of Harrisburg. The final version, after being revised by the DLCD and Linn County, will come back to Staff for review. City Council will provide final approval, just as it did in 2018. Exhibit A to the IGA document, shows that the DLCD and Linn County have been working on this draft since May 2022; however, the IGA won't be approved between them until this same evening as our meeting.

Council will see that under Table No. 1 – Allocation of Basic Responsibilities and Tasks, that the City will be assisting with some items in the matrix. Otherwise, this section of the IGA represents the agreement and statement of work specified between both Linn County, and DLCD. The entire project will be completed in spring 2025. Cost Share is mentioned again in this section of the agreement, on the very last page. Staff questioned this section as well as that in section No. 6 but was specifically told that Exhibit A is between the County and DLCD.

It should be noted that Linn County and DLCD did not require an IGA five years ago, when the City went through this process. The IGA is being reviewed by our legal counsel, who has found terms that they feel are not reciprocal in terms of Non-Appropriation, Representations and Warranties, Contribution and Indemnification. In addition, they are suggesting that we add some clauses to the IGA that better protects the City. Because of the timing issue, Council is being asked to discuss and review the project, but to hold off on approving the IGA until legal staff have time to thoroughly review the IGA and make suggestions to DLCD that are acceptable to both parties.

**REVIEW AND APPROVAL:** 

Which be delrich

11.01.22

Michele Eldridge

City Administrator

# INTERGOVERNMENTAL AGREEMENT

This Agreement is between the State of Oregon acting by and through its Department of Land Conservation and Development ("DLCD") and the City of Harrisburg ("CITY"), each a "Party."

#### 1. Authority

This Agreement is authorized by ORS 190.110.

#### 2. Effective Date

This Agreement is effective on the date of the last signature ("Effective Date"), and terminates September 26, 2024, unless terminated earlier in accordance with Section 8.

#### 3. Background

Natural disasters occur when natural hazard events impact people, structures, and the environment. The dramatic increase in the costs associated with natural disasters over the past decades has fostered interest in identifying and implementing effective means of reducing these impacts. Natural hazards mitigation planning is a process for identifying and understanding the hazards facing a jurisdiction and prioritizing actions the jurisdiction can take to reduce injuries and deaths; damage to buildings, critical facilities, and infrastructure; interruption in essential services; economic hardship; and environmental harm. Reducing impacts also speeds up recovery and lowers its cost.

The Federal Emergency Management Agency (FEMA) approves Natural Hazards Mitigation Plans (NHMPs) meeting federal requirements at 44 CFR 201. Approval lasts five years. Having a current, FEMA-approved NHMP is a key factor in establishing eligibility for certain FEMA grants that fund natural hazards mitigation planning and projects.

The Linn County Multi-Jurisdictional NHMP (MJNHMP) will expire on May 23, 2023. DLCD has received a Hazard Mitigation Grant Program grant (HMGP-PF-FM-5327) to assist the CITY with updating the Linn County MJNHMP. The grant's Period of Performance, established by FEMA, ends September 26, 2024. The project's targeted completion date is shown on Exhibit A, Scope of Work. While DLCD and the CITY will make every effort to maintain this schedule, it is understood that target dates are subject to change.

#### 4. Purpose

The purposes of this Intergovernmental Agreement are to:

- (a) Formalize a working relationship between DLCD and CITY that is to result in an updated Linn County MJNHMP adopted by the CITY and approved by FEMA;
- (b) Ensure the CITY is aware that the grant supporting this project requires the final deliverable to be a FEMA-approved NHMP, and that to achieve FEMA approval the CITY must not only consider, but also adopt an NHMP that FEMA has agreed to approve; and

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(c) Ensure the CITY is aware of its responsibility to contribute financially to the Project using non-federal funds, and to track, document, and report their cost share as required.

#### 5. Responsibilities of Parties

#### (a) Responsibilities of DLCD.

DLCD will provide financial, administrative, and technical assistance to the Natural Hazards Mitigation Plan ("NHMP" or "Plan") Update project described in Exhibit A, Scope of Work, which is incorporated into and made part of this Agreement.

Specific DLCD responsibilities include:

- i. Organizing, leading and managing the planning process;
- ii. Writing the Plan; and
- iii. Administering grant funds.

#### (b) Responsibilities of CITY.

- i. CITY will appoint a Steering Committee. Members and alternates must have or have been delegated decision-making authority on behalf of their jurisdictions or organizations for this Project. CITY will appoint one of its Steering Committee members to lead the project in partnership with DLCD's Project Manager.
- ii. CITY will adopt a plan that FEMA has agreed to approve.
- iii. Specific project responsibilities of the CITY Project Lead include:
  - A. Assisting DLCD with organizing, leading, and managing the planning process;
  - B. Providing County Assessor's data;
  - C. Providing GIS services;
  - D. Carrying out other responsibilities enumerated in Section 5(b)(iv);
  - E. Performing any other Project work assigned by Exhibit A: Scope of Work.
- iv. Specific project responsibilities of the Steering Committee members and CITY Project Lead include:
  - A. Attending and actively participating in Steering Committee meetings;
  - B. Providing data and information;
  - C. Engaging with internal and external stakeholders;
  - D. Executing the Project's public engagement program;
  - E. Shepherding the plan through their jurisdictions' respective public adoption processes;

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- F. Tracking, accurately documenting, and reporting cost share as required; and
- G. Performing any other Project work assigned by Exhibit A: Scope of Work.

#### 6. Compensation and Costs

Each Party shall assume its own costs of carrying out the tasks and responsibilities assigned to it under this Agreement.

FEMA does not permit DLCD to sub-grant funds to local or tribal governments. Therefore, DLCD will use the grant funds to provide consulting and technical assistance to the CITY to complete the update.

The federal grant supporting the Project requires a 25% cost share from non-federal funds. The CITY shall commit to providing and documenting cash, in-kind, or a combination of both as its required 25% cost share.

#### 7. Project Contacts

The designees named below shall be the contacts for all the work and services to be performed under this Agreement. A Party may designate a new contact by written notice to the other Parties.

#### **DLCD's Project Contact is:**

Pamela Reber, Natural Hazards Planner Oregon Department of Land Conservation and Development 635 Capitol St. NE, Suite 150 Salem, OR 97301 (971) 304-5505 pamela.reber@dlcd.oregon.gov

#### **CITY OF HARRISBURG's Project Contact is:**

Michele Eldridge, City Administrator City of Harrisburg PO Box 378 Harrisburg, OR 97446 (541) 995-2200 meldridge@ci.harrisburg.or.us

#### 8. Termination

- This Agreement may be terminated at any time by mutual written agreement of the Parties. (a)
- This Agreement may be terminated by either Party with 30 days advance written notice. (b)

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#### 9. Non-Discrimination

In carrying out activities under this Agreement, no Party shall discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, national origin, disability, marital status, veteran status, disability or age. CITY shall take affirmative actions to ensure that applicants for employment are employed and that employees are treated during employment, without regard to their race, color religion, sex, sexual orientation, national origin, disability, marital status, veteran status, disability or age. Such action shall include but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff of termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

#### 10. Non-Appropriation

DLCD's obligation to perform its duties under this Agreement is conditioned upon DLCD receiving funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow DLCD, in the exercise of its reasonable administrative discretion, to meet its obligations under this Agreement. Nothing in this Agreement may be construed as permitting any violation of Article XI, Section 7 of the Oregon Constitution or any law limiting the activities, liabilities or monetary obligations of DLCD.

#### 11. Representations and Warranties

The CITY represents and warrants that the making and performance by the CITY of this Agreement:

- (a) Have been duly authorized by the CITY;
- (b) Do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of the CITY's charters or other organizational documents; and
- (c) Do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which the CITY is party or by which the CITY may be bound or affected.

No authorization, consent, license, approval of, or filing or registration with or notification to any governmental body or regulatory or supervisory authority is required with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by the CITY of this Agreement, other than those that have already been obtained.

#### 12. Records

Parties and their duly authorized representatives shall have access to the books, documents, and records which are directly pertinent to Agreement for the purpose of making audit, examination, excerpts, and transcript. This does not require either Party to provide documents that are legally

privileged or otherwise exempt from disclosure under the Oregon Public Records Law, ORS 192.311 to 192.478.

#### 13. Contribution

If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 (a "Third Party Claim") against a Party (the "Notified Party") with respect to which the other Parties (the "Other Parties") may have liability, the Notified Party shall promptly notify the Other Party in writing of the Third Party Claim and deliver to the Other Party, along with the written notice, a copy of the claim, process and all legal pleadings with respect to the Third Party Claim that have been received by the Notified Party. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by the Other Parties of the notice and copies required in this Section and a meaningful opportunity for the Other Parties to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to the Other Parties' contribution obligation under this Agreement with respect to the Third Party Claim.

With respect to a Third Party Claim for which DLCD is jointly liable with the Notified Party (or would be if joined in the Third Party Claim), DLCD shall contribute to the amount of expenses (including attorney fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the Notified Party in such proportion as is appropriate to reflect the relative fault of DLCD on the one hand and of the Notified Party on the other hand in connection with the events that resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of DLCD on the one hand and of the Notified Party on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information, and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. DLCD's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if the State had sole liability in the proceeding.

With respect to a Third Party Claim for which a Party is jointly liable with DLCD (or would be if joined in the Third Party Claim), the Other Party or Parties shall contribute to the amount of expenses (including attorney fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by DLCD in such proportion as is appropriate to reflect the relative fault of the Other Party or Parties on the one hand and of DLCD on the other hand in connection with the events that resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the Other Party or Parties on the one hand and of DLCD on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. The Other Party's or Parties' contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if it had sole liability in the proceeding.

#### 14. Subcontracting and Assignment

The CITY acknowledges that DLCD intends to hire contractors to perform tasks and responsibilities related to the deliverables listed in the Scope of Work, Exhibit A to this Agreement. The CITY shall not enter into any subcontract for any other work listed under this Agreement without written consent of DLCD.

#### 15. Governing Law, Consent to Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively "Claim") between DLCD or any other agency or department of the State of Oregon, or both, and the CITY that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon; provided, however, if a Claim must, as mandated by federal law, be brought in a federal forum, then unless otherwise prohibited by law it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this Section be construed as a waiver by any Party of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, to or from any Claim or from the jurisdiction of any court.

#### 16. Indemnification

Except as provided in Section 13 of this Agreement, each Party shall defend, save, hold harmless, and indemnify the other Party and the other Party's agencies, subdivisions, officers, directors, employees and agents from and against all claims, suits, actions, loses damages, liabilities, costs and expenses of any nature whatsoever (Claims), including attorney fees, resulting from, arising out of, or relating to the acts or omissions of the indemnifying Party's officers, employees, or agents under this Agreement. Any indemnity by DLCD under this Section shall be subject to the limitations of Article XI, Section 7 of the Oregon Constitution and the Oregon Tort Claims Act, 30.260 to 30.300. Any indemnity by the CITY shall be subject to the limitations of Article XI, Section 12 of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 to 30.300.

#### 17. Insurance

Each Party shall be responsible for providing workers' compensation insurance as required by law for its covered workers. Neither Party shall be required to provide or show proof of self-insurance, workers' compensation or any other insurance coverage.

#### 18. Severability

If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected,

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and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid. In such event, the Parties intend that the conflict not invalidate the other provisions of this Agreement and the Parties shall negotiate in good faith to agree on replacement language for the offending term or provision that will be consistent with the purposes of this Agreement.

#### 19. Compliance With Law

In connection with their activities under this Agreement, the Parties shall comply with all applicable federal, state and local law.

#### 20. Force Majeure

Neither Party shall be held responsible for delay or default caused by fire, riot, acts of God, and war which are beyond its reasonable control. The affected Party shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon cessation of the cause, diligently pursue performance of its obligations under this Agreement.

#### 21. No Third Party Beneficiary

DLCD and the DISTRICT are the only Parties to this Agreement and are the only Parties entitled to enforce its terms. Nothing contained in Agreement gives or shall be construed to give or provide any benefit, direct, indirect, or otherwise, to third parties. The Contractors retained by DLCD are expressly excluded as parties or beneficiaries to this Agreement and are barred from enforcing the terms of this Agreement.

#### 22. Merger, Waiver and Modification

This Agreement and all exhibits and attachments, if any, constitute the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver or consent under this Agreement binds either Party unless in writing and signed by both Parties. Such waiver or consent, if made, is effective only in the specific instance and for the specific purpose given. EACH PARTY, BY SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

#### 23. Amendments

The terms of this Agreement may not be altered, modified, supplemented or otherwise amended, except by written agreement of the Parties. Any amendment to this Agreement shall require the signatures of the approving authorities of both Parties.

#### 24. Acknowledgment of Funds and Copyright

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#### (a) Acknowledgment of Funds.

Both Parties shall acknowledge their use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

#### (b) Copyright.

Both Parties must affix the applicable copyright notices of 17 USC Section 401 or 402 and an acknowledgment of Government sponsorship (including sub-grant number) to any work first produced under a federal award unless the work includes any information that is otherwise controlled by the Government (e.g., classified information or other information subject to national security or export control laws or regulations). For any scientific, technical, or other copyright work based on or containing data first produced under this Agreement, including those works published in academic, technical or professional journals, symposia proceedings, or similar works, Parties grant the Government a royalty-free, nonexclusive and irrevocable license to reproduce, display, distribute copies, perform, disseminate, or prepare derivative works, and to authorize others to do so, for Government purposes in all such copyrighted works.

#### 25. Survival

All provisions concerning the limitation of liability, indemnity, and conflicts of interest shall survive the termination of this Agreement for any cause.

#### 26. Interpretation

The Parties agree that the provisions of this Agreement shall not be construed in favor of or against any Party based on the source of its drafting or any other circumstances.

#### 27. Counterparts

This Agreement may be executed in several counterparts, all of which when taken together shall constitute one agreement, notwithstanding that both Parties are not signatories to the same counterpart. Each copy of the Agreement so executed constitutes an original.

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N WITNESS WHEREOF, the Parties have executed this Agree	ement as of the dates set forth below.
CITY OF HARRISBURG	APPROVED AS TO FORM:
Michele Eldridge, City Administrator	Name & Title
Date	 Date
DEPARTMENT OF LAND CONSERVATION AND DEVELOPMENT	
Dr. Brenda G. Bateman, Director	
Date	

#### Exhibit A

Multi-Jurisdictional Natural Hazards Mitigation Plan (MJNHMP) Update for:

Linn County and the Cities of Brownsville, Gates, Halsey, Harrisburg, Lebanon, Lyons, Millersburg, Scio, Sodaville, Tangent, and Waterloo

### Scope of Work

#### PROJECT DESCRIPTION

The purpose of this Scope of Work (SOW) is to review and update Linn County's Multi-Jurisdictional NHMP (MJNHMP) such that it is adopted by Linn County (COUNTY); the Cities of Brownsville, Gates, Halsey, Harrisburg, Lebanon, Lyons, Millersburg, Scio, Sodaville, Tangent, and Waterloo (CITIES); each a "JURISDICTION" and collectively "JURISDICTIONS," and ultimately approved by the Federal Emergency Management Agency (FEMA). The update process may include drafting new NHMPs for special districts who have not participated previously.

The Oregon Department of Land Conservation and Development (DLCD) and COUNTY will lead the MJNHMP update process in partnership. DLCD and JURISDICTIONS will participate and execute responsibilities and tasks as set forth in this SOW.

This project is funded by a FEMA Hazard Mitigation Grant Program (HMGP) mitigation planning grant.

This grant must culminate in an NHMP that is adopted by JURISDICTIONS and approved by FEMA.

Therefore, JURISDICTIONS agree not only to consider but also to adopt the NHMP that FEMA has agreed to approve.

The planning process will be open and transparent. All meetings will be duly advertised and open to the public. Each Steering Committee (SC) agenda will include time for public input.

#### PHASE 1: ORGANIZE

#### Purpose

The purpose of Phase 1 is to organize and develop content for project initiation.

#### Task 1: Prepare a Draft Intergovernmental Agreement (IGA)

The purpose of the IGA is to formalize a working relationship between DLCD and JURISDICTIONS to execute an update of the Linn County MJNHMP; ensure that each jurisdiction adopts and

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obtains FEMA approval of the updated MJNHMP; and ensure that each jurisdiction provides cost share and documents its cost share contribution as required.

#### **DELIVERABLES**

DLCD 1. Draft IGA for review by COUNTY

Target Date: May 2022

#### Task 2: Prepare a Draft Scope of Work (SOW)

DLCD will draft a SOW intended to produce an MJNHMP meeting the requirements of the Code of Federal Regulations, Title 44, Part 201.6 (44 CFR 201.6) and therefore approvable by FEMA.

#### **DELIVERABLES**

DLCD 1. Draft SOW

Target Date: May 2022

#### Task 3: Develop a Project Schedule

DLCD will develop a project schedule setting target dates for SC meetings, public engagement opportunities, public review and comment periods, state and federal review processes, and local adoption proceedings.

A minimum of two opportunities for the public to comment will be included, one to review the Draft Risk Assessment and one to review at least the Draft Mitigation Strategy and Plan Maintenance Process, and as circumstances warrant potentially the entire Draft MJNHMP. Both opportunities will be offered prior to finalizing the plan for approval by each of JURISDICTIONS' respective boards and councils. While only these two opportunities are required, providing as many opportunities as possible is encouraged, as greater public participation benefits the community and strengthens the MJNHMP.

"The public" is understood to include – but not be limited to – citizens and residents, neighboring communities, local and regional agencies involved in hazard mitigation activities; agencies that have the authority to regulate development, businesses, academia, and other private and non-profit interests.

#### **DELIVERABLES**

DLCD 1. Draft Project Schedule

Target Date: May 2022

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#### Task 4 Coordinate with COUNTY

The following tasks will be accomplished collaboratively by DLCD and COUNTY for review and agreement by the SC at its organizational meeting (Task 6).

Meet remotely or in person with COUNTY and:

- A. Discuss the Intergovernmental Agreement .
- B. Discuss the Scope of Work and revise as necessary or appropriate.
- C. Discuss the current MJNHMP's strengths and opportunities for improvement and recommend a strategy for addressing them.
- D. Determine the scope of the update.
- E. Discuss the Draft Project Schedule (Task 3, Deliverable 1) and revise as necessary or appropriate;
- F. Discuss *Table 1: Allocation of Basic Responsibilities and Tasks* and revise as necessary or appropriate. These basic responsibilities and tasks will be performed throughout the duration of the project in addition to other others described and deliverables assigned in Tasks 1 through 16.
- G. Determine the method for and roles of DLCD and COUNTY in inviting cities, special districts, Tribes, and other interested parties to participate in the planning process.
- H. Designate SC members and alternates. SC members and alternates must have or have been delegated authority to make decisions and act on behalf of their jurisdictions, departments or organizations for the purposes of this project;
- I. Draft a list of stakeholders, technical advisors, and other interested parties.
  - a. The list must include at a minimum representatives of the following sectors: (a)
     Emergency Management; (b) Economic Development; (c) Land Use and
     Development; (d) Housing; (e) Health and Social Services; (f) Infrastructure
     (including transportation and other community lifelines); and (g) Natural and
     Cultural Resources.
    - i. Community lifelines include: (a) Safety and Security; (b) Food, Water, and Shelter; (c) Health and Medical; (d) Energy; (e) Communications; (f) Transportation; and (g) Hazardous Material.
  - b. Local dam owners and/or the Oregon Dam Safety Program.
  - c. Representatives of each of the following must be invited to participate in the planning process: (a) Local and regional agencies involved in hazard mitigation activities; (b) Agencies that have the authority to regulate development; (c) Neighboring communities; (d) Representatives of businesses, academia, and other private organizations; (e) Representatives of non-profit organizations, including community-based organizations, that work directly with and/or provide support to underserved communities and socially vulnerable populations, among others.

Determine how to engage them in the planning process (e.g., Steering Committee, Technical Advisory Committee, one-to-one discussions, focus groups, etc.) and the roles of DLCD and COUNTY in inviting their participation. Identify and employ methods to overcome barriers and support meaningful engagement for all.

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- J. Prepare a draft Public Engagement Program for SC discussion and finalization.
- K. Develop a Communication Protocol to ensure clear and effective communication.

Table 1: ALLOCATION of BASIC RESPONSIBILITIES and TASKS

Responsibility/Task	DLCD	COUNTY	CITIES	SPECIAL DISTRICTS
Steering and Technical Advisory Committee Meetings				
<ul> <li>Prepare and distribute agenda 7 days prior to meetings via email. If a SC or TAC member does not have access to email, JURISDICTIONS will ensure the member receives a hard copy 5 days prior to meetings.</li> </ul>	Х	Assist	Assist	Assist
<ul> <li>Prepare handouts. If appropriate, distribute handouts 7 days prior to meetings via email. If a SC or TAC member does not have access to email, JURISDICTIONS will ensure the member receives a hard copy 5 days prior to meetings.</li> </ul>	х	Assist	Assist	Assist
Provide language for public notice of meetings if requested.	X	Assist		
Lead and facilitate meetings.	Х	Assist		
Prepare and distribute meeting notes.	Х			
<ul> <li>Engage with local internal and external stakeholders about the project and bring their input back to the committee discussions.</li> </ul>	Assist	x	х	x
Public Engagement Program				
Execute Public Engagement Program.	Assist	Χ	Χ	Χ
Lead public engagement meetings and events.	Assist	Χ	Χ	Χ
Facilitate public engagement meetings and events.	Х	Assist	Assist	Assist
<ul> <li>Provide public notice of meetings and events through a variety of means.</li> </ul>	Assist	Х	х	Х
• Shepherd MJNHMP through Planning Commission, Board and Council work sessions and adoption process.	Assist	Х	Х	Х
Plan Development				
<ul> <li>Gather hazard and vulnerability data, existing plans, studies, reports, and technical information.</li> </ul>	Х	Х	Х	Х
<ul> <li>Provide information on climate change and its influence on hazards.</li> </ul>	х			
Provide GIS services.	Assist	Х	Х	Х
Provide assessor data.		Х		
Provide other data and information.	Assist	Х	Х	Х
Analyze data.	Х	Assist	Assist	Assist
Write plan sections.	Х	Assist	Assist	Assist
Review plan sections.	Х	Х	Х	Χ
• Edit plan sections.	Х	Assist	Assist	Assist
• Finalize plan.	Х			

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Responsibility/Task	DLCD	COUNTY	CITIES	SPECIAL DISTRICTS
Administrative Functions				
Publish notice of meetings and events 7-10 days prior to date of occurrence.		Х	Х	X
<ul> <li>Print agenda, sign-in sheet and handouts for meetings. DLCD will print color and 11x17 handouts only if none of the JURISDICTIONS has capability and no commercial printer with capability is reasonably available.</li> </ul>	Assist	Х	Х	Х
<ul> <li>Develop and maintain during the update and after completion an interactive project web page and link to that page on the jurisdiction's home page.</li> </ul>		Х	Х	Х
• Establish and maintain a listserv, email service, or dedicated email address accessible on the project web page for communication with the public (e.g., distribute news, receive comments).		X	х	х
• Jurisdictions without web access will commit to other methods for ensuring the project information is made available to the public in a timely manner.		х	Х	Х
• Track and accurately report cost-share in the required format at least quarterly by the deadline set by DLCD.	Assist	Х	Х	Х
<ul> <li>Document the planning process by keeping copies of all agendas, sign-in sheets, notices, publications, web page updates, etc. for inclusion in the updated MJNHMP.</li> </ul>	Х	Х	Х	Х
Monitor and adjust project schedule.	Х	Assist		
Handle Logistics (space reservations, supplies, copies, audio/visual equipment, etc.) for Steering Committee meetings, public engagement meetings and events, etc. occurring in your jurisdiction.		х	Х	Х

#### **DELIVERABLES**

- DLCD 1. Meeting notes memorializing decisions of Task 4
  - 2. Revised Draft Scope of Work
  - 3. Revised MJNHMP Review and Strategy Memo
  - 4. Revised Project Schedule
  - 5. Revised Table 1: ALLOCATION of BASIC RESPONSIBILITIES and TASKS
  - 6. Draft Public Engagement Program
  - 7. Draft Communication Protocol

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8. Cost Share Documentation Forms and Instructions

COUNTY 1. Draft Steering Committee Roster

2. Initial Draft Stakeholder Roster

Target Date: June – August 2022

#### Task 5 Invite and Confirm Participants

In accordance with the method and roles determined in Task 4, (A) invite cities and special districts, Tribes, and other interested parties to participate and appoint SC members and alternates. Members will serve as their jurisdictions', tribe's, or organization's official contact for the project; (B) Provide the IGA and Draft SOW to CITIES and DISTRICTS for review, noting that the IGA is not open to substantive revisions; and (C) invite stakeholders to participate. Confirm responses.

If necessary to meet time and budget constraints, DLCD and COUNTY will decide collaboratively and in consultation with the special districts which of them will be included in the updated Linn County MJNHMP. Others will be invited to participate and may leverage their participation to support development of addenda for later inclusion into the Linn County MJNHMP or into a stand-alone NHMP.

#### **DELIVERABLES**

COUNTY 1. Final Roster of Steering Committee members and alternates

2. Second Draft Stakeholder or TAC Roster

Target Date: June – August 2022

#### Task 6 Hold Organizational SC Meeting

The purpose of this meeting is to finalize preparations for updating the MJNHMP during Phase 2. DLCD and COUNTY will explain the project background, purpose, and requirements and will discuss with the SC the project participant roles, responsibilities, and expectations.

DLCD and COUNTY will lead the SC through discussion of the deliverables of Tasks 4 and 5 and note any revisions.

The SC will review the IGA and SOW and establish a date by which each jurisdiction will sign.

Each JURISDICTION will identify a person responsible for cost share tracking and reporting.

Each JURISDICTION will identify a person responsible for developing and maintaining an up-todate project website or otherwise ensuring that project information is made available to the community in a timely manner.

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#### **DELIVERABLES**

DLCD 1. Final Scope of Work

- 2. Final Project Schedule
- 3. Final SC Roster
- 4. Final Stakeholder or TAC Roster
- 5. Final Table 1, Allocation of Basic Responsibilities and Tasks
- 6. Final Communication Protocol
- 7. Final Public Engagement Plan
- 8. Cost Share Documentation Forms and Instructions

Target Date: June – August 2022

- SC 1. Person responsible for cost share tracking and reporting for each JURISDICTION
  - Person responsible for developing and maintaining and up-to-date project website or otherwise ensuring project information is made available to the public in a timely manner for each jurisdiction
  - 3. Signed IGA

Target Date: June – August 2022

#### PHASE 2: UPDATE THE LINN COUNTY MULTI-JURISDICTIONAL NHMP

#### Purpose

The purpose of Phase 2 is to update the current Linn County MJNHMP such that it meets the requirements of 44 CFR 201.6 and is therefore approvable by FEMA.

#### Task 7 Review and Update the Risk Assessment

DLCD will lead the SC in reviewing and updating the risk assessment. For each jurisdiction, the updated risk assessment will, to the extent data is available:

A. Describe the type, location, and extent (intensity) of each of the natural hazards to which it is subject and how they may be influenced by climate change. This includes the natural hazards in the existing MJNHMP, and any additional natural hazards added during this MJNHMP update. High Hazard Potential Dams (HHPDs) must be included and treated as a natural hazard. Information shared by the Oregon Dam Safety Program and/or local dam

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- owners must be described. If there is no risk to any JURISDICTION from HHPDs, as statement explaining the lack of risk must be included.
- B. Identify previous occurrences of each hazard with an emphasis on significant events. At a minimum, this includes any state and federal major disaster declarations for the planning area since the last update.
- C. Assess probability of future occurrence of each hazard, including the effects of future conditions, including climate change, on the type, location and range of anticipated intensities of identified hazards.
- D. Describe the geographic (political and physical), social, economic, cultural and historic characteristics, land use, and development trends.
- E. Describe changes in development that have occurred in hazard-prone areas and how they have increased or decreased vulnerability since approval of the previous plan. "Changes in development" means recent development, potential development, or conditions that may affect the risks and vulnerabilities of the jurisdictions, or shifts in the needs of underserved communities or gaps in social equity. It may also include changes in local policies, standards, codes, regulations, land use regulations and other conditions.
- F. Identify estimated numbers and types of NFIP-insured structures that have sustained repetitive flood damages.
- G. Assess and describe the potential impacts on the JURISDICTIONS and identified assets including the effects of climate change, changes in population patterns, and changes in land use and development. Assess potential dollar losses to buildings, repetitive flood loss structures, infrastructure, and critical facilities from each hazard.
- H. Assess vulnerability to each hazard. Describe the current and future assets (people, structures, systems, natural resources, cultural resources, historic resources, and activities that have value to the community), and others defined by the JURISDICTIONS within identified hazard-prone locations that are at risk from the impacts of the identified hazards.
- I. To the extent reasonable based on limitations of data and analysis, present findings and indicate mitigation priorities.

#### **DELIVERABLES**

- SC 1. Plans, studies, reports, technical data and information available for review and potential incorporation into the risk assessment
- DLCD
  1. Estimated numbers and types of NFIP-insured structures in each jurisdiction including those having sustained repetitive losses and severe repetitive losses. If necessary, provide Routine Use Letter (Use O) to FEMA Region X to obtain additional information.

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2. Coordinate and conduct group or individual meetings with cities, special districts, or tribes, if needed.

Target Date: September 2022 – December 2023

COUNTY 1. Coordinate up to two SC meetings.

2. Assist DLCD with coordinating and facilitating CITIES or DISTRICTS group meeting, if requested.

Target Dates: September 2022 – December 2023

DLCD 1. Initial draft risk assessment for SC and public review

Target Dates: January 2023 – February 2023

#### Task 8 Public Review of Risk Assessment

DLCD will assist JURISDICTIONS in developing and executing at least one opportunity for the public to comment on the draft risk assessment. "The public" is understood to include – but not be limited to – citizens and residents, neighboring communities, local and regional agencies involved in hazard mitigation activities; agencies that have the authority to regulate development, businesses, academia, and other private and non-profit interests.

#### **DELIVERABLES**

SC 1. At least one opportunity for public comment completed.

Target Date(s): March 2023 – April 2023

DLCD 1. Draft comment matrix containing public comments and draft responses for SC review

Target Date: April 2023 – May 2023

DLCD 1. Final comment and response matrix

2. Second draft risk assessment incorporating public comments and final comment and response matrix

Target Date: May 2023 – December 2023

#### Task 9 Review and Update the Mitigation Strategy

DLCD will lead the SC in reviewing and updating the mitigation strategy. The mitigation strategy is the blueprint for reducing the potential losses and vulnerabilities identified through the risk assessment. The mitigation strategy sets mitigation goals; establishes and prioritizes mitigation actions for each jurisdiction; establishes an implementation strategy for accomplishing each action; analyzes the capabilities of each jurisdiction for carrying out its mitigation actions; and

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describes a process for integrating the content of the MJNHMP into other planning mechanisms. Multi-jurisdictional mitigation actions may be established by some or all of the jurisdictions. For each JURISDICTION, the mitigation strategy will:

- A. Establish mitigation goals consistent with the hazards identified in the risk assessment that explain what is to be achieved by implementing the mitigation strategy.
- B. Assess each jurisdiction's mitigation capabilities. This must include a discussion of the existing building codes and land use and development ordinances or regulations and a description of the jurisdictions' abilities to expand on and improve their capabilities. The capability assessment provides a rational for which mitigation projects can be undertaken.
- C. Describe and include required evidence of each JURISDICTION'S participation in the NFIP and continued compliance with its requirements. Discuss CRS activities and issues raised during community assistance and monitoring activities.
- D. Document status (complete, ongoing, no longer relevant, included in updated plan) of mitigation actions in the current MJNHMP highlighting mitigation progress and successes.
- E. Identify and discuss any changes in mitigation priorities.
- F. Analyze a comprehensive range of potential mitigation actions that specifically address the vulnerabilities and impacts identified in the risk assessment. Revise and add new mitigation actions reflecting any changes in mitigation priorities and emphasizing new and existing buildings and infrastructure. Consider mitigation actions that benefit underserved communities and socially vulnerable populations. Mitigation actions must be clearly linked to the vulnerabilities and impacts identified in the risk assessment.
- G. Prioritize mitigation actions. Prioritization will include a general, qualitative cost/benefit assessment for mitigation projects.
- H. Establish an implementation strategy (responsible party, potential funding sources, expected time frames) for each mitigation action.

#### **Deliverables**

SC 1. Information about participation in and continued compliance with NFIP

2. Information for and participation in capability assessment

3. Information about planning mechanisms and timeline for integration

Target Date: February 2023

COUNTY 1. Coordinate up to three SC meetings for Tasks 10 and 11 together.

Target Dates: February – June 2023

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DLCD 1. Initial Draft Mitigation Strategy for SC, and public review

Target Dates: June 2023

#### Task 10 Review and Update the Plan Maintenance Process

DLCD will assist JURISDICTIONS in reviewing the plan maintenance process and revising it as necessary. For each jurisdiction, the Plan Maintenance Process will:

- A. Describe the method and schedule for monitoring (tracking mitigation actions), evaluating (assessing effectiveness of achieving the stated purpose), and updating (reviewing and revising the plan) the mitigation plan within a five-year cycle. Identify how, when, and by whom the plan will be monitored, evaluated, and updated.
- B. Describe how the jurisdictions will continue public participation during the plan maintenance process.
- C. Describe the JURISDICTIONS' processes for integrating the plan's data information and hazard mitigation goals and actions into other planning mechanisms. Identify the planning mechanisms in accordance with the capability assessment.
- D. When updating the plan, explain how the JURISDICTIONS have integrated information from the MJNHMP into other planning mechanisms.
- E. Describe how the plan was revised due to changes in priorities.

#### **DELIVERABLES**

DLCD 1. Initial Draft Plan Maintenance Process for SC review

2. Second Draft Plan Maintenance Process incorporating SC comments for public review

Target Date(s): July -August 2023 (initial) February 2024 (second)

#### Task 11 Public Review of Mitigation Strategy and Plan Maintenance Process

DLCD will assist JURISDICTIONS in developing and executing at least one opportunity for the public to comment on at minimum the Draft Mitigation Strategy and Plan Maintenance Process, and as circumstances warrant potentially the entire Draft MJNHMP. Therefore, this task may occur at this point in the process or later, but not later than between Tasks 13 and 14.

"The public" is understood to include – but not be limited to – citizens and residents, neighboring communities, local and regional agencies involved in hazard mitigation activities; agencies that have the authority to regulate development, businesses, academia, and other private and non-profit interests.

#### **DELIVERABLES**

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SC 1. At least one opportunity for public comment completed.

Target Date(s): September – October 2023

DLCD 1. Draft comment matrix containing public comments and draft responses

for SC review

Target Date: October – November 2023

DLCD 1. Final comment and response matrix incorporating SC comments

Second Draft Mitigation Strategy and Plan Maintenance Process incorporating public comments and final comment and response matrix

Target Date: April 2024

#### Task 12 Document the Planning Process

DLCD will assist JURISDICTIONS in documenting the planning process. Copies of agendas, sign-in sheets, notices, publications, web page updates, etc. will be included in the updated MJNHMP. For each jurisdiction, the Planning Process chapter will:

- A. Describe how the plan was prepared, who was included and how they participated, how the public was involved, and the opportunity for all entities listed in Task 4, Item I to be involved in the planning process.
- B. Describe opportunities for public comment during drafting and prior to plan approval and how public feedback was included throughout the planning process.
- C. Describe how plans, studies, reports, technical data and information were incorporated (referenced or included). NFIP regulatory flood mapping products must be incorporated.
- D. Include documentation of the planning process.

#### **DELIVERABLES**

SC 1. Provide copies of web page updates, notices, publications, etc.

DLCD 1. Initial Draft Planning Process chapter and documentation for SC review

2. Second Draft Planning Process chapter incorporating SC comments

Target Date(s): May 2022 – July 2024

#### Task 13 Review and Update Remaining Chapters

DLCD will assist the SC in reviewing and updating any remaining chapters or sections of the current MJNHMP and deciding if there is anything more that needs to be drafted. These may

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include an Executive Summary, Introduction, lists of tables and figures, glossary, list of acronyms, appendices, etc.

#### **DELIVERABLES**

DLCD 1. Initial draft of remaining chapters or sections for SC review

2. Second draft of remaining chapters or sections incorporating SC comments

Target Date(s): October 2023 - April 2024

#### Task 14 Finalize Draft MJNHMP for State and Federal Review

DLCD will edit the entire document and add a cover, title page, acknowledgements, page numbers, FEMA funding credit, etc. to finalize the draft MJNHMP for the review and approval process. Pages will be reserved to insert documentation of the approval process: FEMA's "Approvable Pending Adoption" letter; evidence of adoption by each jurisdiction; FEMA's final approval letters; and FEMA's final Local Mitigation Plan Review Tool.

#### **DELIVERABLES**

DLCD 1. Finalized Draft MJNHMP

Target Date: July 2024

#### PHASE 3: REVIEW AND APPROVAL PROCESS

#### Purpose

The purpose of Phase 3 is to ensure that all the necessary steps toward final FEMA approval are taken; the JURISDICTIONS each adopt the updated MJNHMP without substantive changes; and FEMA approves the adopted MJNHMP.

This project is funded by a FEMA Hazard Mitigation Grant Program (HMGP) mitigation planning grant. This grant must culminate in an NHMP that is adopted by JURISDICTIONS and approved by FEMA. Therefore, JURISDICTIONS agree not only to consider but also to adopt the NHMP that FEMA has agreed to approve.

If a jurisdiction requires a substantive change through its adoption process, the approval process will be restarted.

#### Task 15 Submit Draft MJNHMP for State and Federal Review

On behalf of JURISDICTIONS, DLCD will submit the Draft Linn County MJNHMP to the Oregon Emergency Management (OEM) for review. OEM will review the draft MJNHMP and when it is FEMA-approvable will submit it to FEMA for formal review. DLCD, and JURISDICTIONS will make

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any necessary revisions with review by the SC and public as appropriate until FEMA issues its APA letter.

#### **DELIVERABLES**

DLCD 1. Submit finalized Draft MJNHMP with completed Local Mitigation Plan Review Tool to OEM.

2. Make any required changes in consultation with SC and resubmit until OEM and FEMA are satisfied that the draft MJNHMP is approvable as evidenced by receipt of FEMA's APA letter.

Target Date: Submittal to OEM: August 2024

Required Changes Completed: October 2024

FEMA Review Completed: December 2024

APA Received: January 2025

#### Task 16 Adopt Final Draft MJNHMP

JURISDICTIONS will arrange for the FEMA-approvable Final Draft Linn County MJNHMP to be considered for adoption by each of their respective boards and councils. Following adoption, each jurisdiction will submit the evidence of adoption (generally a signed resolution) to DLCD. DLCD will then submit the resolutions to FEMA through OEM for final approval.

#### **DELIVERABLES**

SC 1. Provide evidence of adoption to DLCD.

DLCD 1. Submit evidence of adoption to OEM.

- 2. Insert approval process documents into plan.
- 3. Record effective date on cover.
- 4. Distribute FEMA-approved, finalized Linn County MJNHMP to SC members.

Target Date: Adoption Completed; Evidence to DLCD: February 2025

DLCD Submit Evidence to OEM: February 2025

FEMA Final Approval Received: March 2025

Final Distribution: March 2025

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#### **BUDGET**

No funds will be exchanged. DLCD will use HMGP-PF-FM- 5327 grant funds and state funds to execute its tasks. JURISDICTIONS will use their own funds to execute their responsibilities and tasks.

#### **COST SHARE**

HMGP grants require a 25% cost share. JURISDICTIONS commit to providing cash, in-kind, or a combination of both as their portion of the required 25% cost share. Federal funds are not allowable as cost share. JURISDICTIONS will report cost share and provide documentation as required to DLCD on at least a quarterly basis. JURISDICTIONS together will provide an estimated cost share of \$35,000, per the December 2021 email from Robert Wheeldon, former Linn County Planning & Building Department Director.

# Agenda Bill **Harrisburg City Council**

Harrisburg, Oregon

# THE MATTER OF APPROVING THE HARRISBURG PUBLIC LIBRARY POLICY STAFF REPORT:

Exhibit A: Harrisburg Public Library Policy Handbook Red Lined-Draft

ACTION: MOTION TO APPROVE THE UPDATED HARRISBURG PUBLIC LIBRARY POLICY.

THIS AGENDA BILL IS DESTINED FOR: Regular Session Agenda – November 8, 2022

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

#### STAFF RECOMMENDATION:

Staff recommend Council reviews and adopts the updated Harrisburg Public **Library Policy.** 

#### **BACKGROUND INFORMATION:**

The Harrisburg Library Board approved the redlined version at the October 3, 2022, Library Board Meeting. The changes made, as shown in the redlined draft version (**EXHIBIT A)**, reflect the new adopted fine free library policy as shown on page 71; section E and the updated Harrisburg City Building Use Code of Conduct as shown in Appendix A on page 78. No other changes were made to the policy.

**REVIEW AND APPROVAL:** 

athy Nelson 11/02/2022 Cathy Nelson

Date

Finance Officer

# THE HARRISBURG PUBLIC LIBRARY

Policies and Procedures

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#### I. Mission and Goal Statements

- 1. The mission of the Harrisburg Public Library is to provide quality materials and services which fulfill educational, informational, cultural, and recreational needs of the entire community in an atmosphere that is welcoming, respectful, and businesslike.
- 2. The general library goals of the Harrisburg Public Library shall be:
  - To serve all residents of the community and the surrounding region.
  - To acquire and make available to all residents of the above area such books, periodicals, pamphlets, and other services as will address their needs to a) become well informed, b) locate answers to important questions, c) cultivate the imagination and creative expression, d) develop skills for career and vocational advancement, and e) enjoy leisure by means of reading and other media services.
  - To acquire the means to provide the most frequently requested material locally and upon demand.
  - To maintain a program of service which locates information, guides reading, organizes and interprets material for people of various backgrounds, and stimulates thinking and intellectual development in individuals of any age.
  - To strive consistently to discover new methods and improvements for better service for the library's customers.
  - To review, and if needed, revise the goals of the Harrisburg Public Library every five years in the light of new developments.

# II. Who May Use the Library

The library will serve all residents of the community and the public library system area. Service will not be denied because of race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity.

# III. Patron Responsibilities and Conduct

It is a patron's responsibility to maintain necessary and proper standards of behavior in order to protect his/her individual rights and the rights and privileges of other patrons. The City of Harrisburg Buildings Use Code of Conduct Policy (Appendix A) states that citizens have the responsibility to use city buildings in a manner that doesn't interfere with the rights of other individuals to access or use city materials, resources and services, doesn't limit the ability of city staff to effectively conduct city business, and doesn't threaten the secure and comfortable environment of city facilities.

Prohibited conduct can include any illegal activity, and includes, but isn't limited to the prohibited conduct list in the City Buildings Code of Conduct policy (see Appendix A). Library

patrons may be asked to leave the Library, or they may be removed by the Linn County Sheriff's Office. Serious or repeated violations of the rules may result in a Library patron being excluded from the Library for a designated period of time. Exclusions may be appealed to the Harrisburg City Administrator.

Library Staff are trained and given staff guidelines on how to implement this policy in the Library. In most cases, patrons will be given one warning, and will be asked to behave in an appropriate manner. Library staff should contact their supervisor in order to report that they have either given a warning or have asked a patron to leave the Library for the rest of the day.

#### Young children:

The Harrisburg Public Library encourages visits by young children, and it is our desire to make this important visit both memorable and enjoyable for the child. Library staff is not expected to assume responsibility for the care of unsupervised children in the library.

Therefore, it is library policy that all children under age ten must be accompanied at all times by a responsible individual. A responsible individual must be at least 12 years old. (Exceptions may be made at the discretion of Library personnel if the responsible individual is in the building). If the young child is attending a library program, we require the parent/responsible person to remain in the library throughout the program.

The policy in relation to young children is based on both the City's Building Use Code of Conduct policy, (Appendix A) as well as Oregon Revised Statutes: <a href="https://www.oregonlaws.org/ors/163.545">https://www.oregonlaws.org/ors/163.545</a>

# IV. Services of the Library

The library provides materials and resources for information, entertainment, intellectual development, and enrichment of the people of the community. The library should endeavor to:

- Select, organize, and make available necessary books and materials.
- Provide guidance and assistance to patrons.
- Sponsor and implement programs, exhibits, displays, book lists, etc., which would appeal to children and adults.
- Cooperate with other community agencies and organizations.
- Secure information beyond its own resources when requested. (Using interlibrary loan and other resource sharing methods provided through the system and state.)
- Lend to other libraries upon request.
- Develop and provide services to patrons with special needs.
- Maintain a balance in its services to various age groups.
- Cooperate with, but not perform the functions of, school or other institutional libraries.
- Provide service during hours which best meet the needs of the community, including evening and weekend hours.
- Regularly review library services being offered.

 Use media and other public relations mechanisms to promote the full range of available library services.

# V. Responsibilities and Authorities of the Library Board

The Harrisburg Library Board is an advisory board to the Harrisburg City Council. The general powers and responsibilities of the Library Board are defined through Harrisburg Municipal Code (HMC) Chapter 2, and specifically in HMC 2.20.040. The Library Board should review and recommend updates to this language every few years.

#### VI. Volunteers and Friends

- 1. The Library Board encourages individuals and groups to volunteer their time and efforts in the service of the Harrisburg Public Library.
  - a) Volunteer policies and procedures are provided by the City of Harrisburg. Librarians and the Library Board may recruit volunteers to work specifically in the Library. All volunteers are subject to the City's volunteer policies, which require background checks, and orientation. No volunteer can work in the Library, or on Library Programs, without first going through this process. Training and orientation must take a place a minimum of two weeks prior to a volunteer running any library program.
  - b) Volunteers must keep track of their time on city supplied timecards specific for this purpose. The Librarians are responsible for tracking the volunteer roster, and keeping timecards.
  - volunteers are not allowed to be in the Library without an employee being present.
  - d) In appreciation of volunteer services, the Library acknowledges the need to organize volunteer activities and provide for appropriate recognition befitting the benefit to the library and the communities it serves.
- 2. The Harrisburg Library Guild (HLG) is a 501 (c) (3) non-profit group who united to plan and execute fundraisers and other events that benefit the Library. The Library Board and HLG both promote the goals of the Library. The Library Board is the only organization that has the ability to recommend to the City Council any Library policy changes or modifications to City code in relation to the Library. Only the City Council has the legal authority to set policy for the Harrisburg Library.

# VII. Personnel Policy

Library staff are city employees, and as such, are subject to the employment policies as adopted in the Harrisburg Employee Manual. HMC 2.20.040 allows the Library Board to assist in the selection process of hiring new Librarian(s) by allowing them to review finalist applications. City Administrative staff as designated by Harrisburg internal policy shall conduct applicant interviews.

### VIII. Materials Selection/Collection Development Policy

#### A. Objectives

The purpose of the Harrisburg Public Library is to provide all individuals in the community with carefully selected books and other materials to aid the individual in the pursuit of education, information, research, pleasure, and the creative use of leisure time.

Because of the volume of publishing, as well as the limitations of budget and space, the library must have a selection policy with which to meet community interests and needs.

The materials selection/collection development policy is used by the library staff in the selection of materials and also serves to acquaint the general public with the principles of selection.

The Library Bill of Rights and The Freedom to Read Statement have been endorsed by the Harrisburg Public Library Board of Trustees and are integral parts of the policy. These are attached as Appendix B and C respectively.

The materials selection/collection development policy, like all other policies, will be reviewed and/or revised every five years.

#### **B.** Responsibility for Selection

The ultimate responsibility for selection of library materials rests with library staff that operates within the framework of the policies determined by the Harrisburg Library Board and by the City of Harrisburg.

#### C. Criteria for Selection

- 1. The main points considered in the selection of materials are:
  - Individual merit of each item
  - Popular appeal/demand
  - Suitability of material for the clientele
  - Existing library holdings
  - Budget
- Reviews are a major source of information about new materials. The primary source(s) of reviews are Ingram, Barnes and Noble, Children's Reference.
- 3. The lack of a review or an unfavorable review shall not be the sole reason for rejecting a title which is in demand. Consideration is, therefore, given to requests from library patrons and books discussed on public media. Materials are judged on the basis of the work as a whole, not on a part taken out of context.

#### D. Interlibrary Loan

Because of limited budget and space, the library cannot provide all materials that are requested. Therefore, loans through the Linn Library Consortium are used to obtain from other libraries those materials that are beyond the scope of this library's collection.

In return for utilizing interlibrary loans to satisfy the needs of our patrons, the Harrisburg Public Library agrees to lend its materials to other libraries through the same interlibrary loan network. The policies and terms of agreement in relation to interlibrary loans are defined in the Intergovernmental Agreement for the Linn Libraries Consortium, of which the Harrisburg Public Library is a member.

The Harrisburg Library also participates in the Oregon Library Passport Program. Cardholders from libraries throughout the state are allowed to receive a complimentary library card from other libraries that participate in this program. Patrons using this program in Harrisburg are required to comply with all policies of the Harrisburg Library, as though they were a regular library card holder.

#### **E. Gifts and Donations**

The library accepts gifts of books and other materials with the understanding that they will be added to the collection only if needed. If they are not needed because of duplication, condition, or dated information, then library staff will dispose of them as required by city policy. The same criteria of selection which is applied to purchased materials are applied to gifts. Memorial gifts of books or money are also accepted. It is desirable for gifts of or for specific titles to be offered after consultation with library staff. Book selection will be made by library staff if no specific book is requested. The Harrisburg Public Library encourages and appreciates gifts and donations.

By law, the library is not allowed to appraise the value of donated materials, though it can provide an acknowledgment of receipt of the items if requested by the donor. All materials donated become the property of the City of Harrisburg Library. Library staff reserve the right to sell surplus books in formal book sales as needed to remove excess donations and materials from storage, following city policies.

#### F. Weeding

An up-to-date, attractive and useful collection is maintained through a continual withdrawal and replacement process. Replacement of worn volumes is dependent upon current demand, usefulness, more recent acquisitions, and availability of newer editions. This ongoing process of weeding is the responsibility of library staff and is authorized by the Library Board. Withdrawn materials will be handled in a similar manner and under the same authority as donated materials, and as required by City policy.

#### **G. Potential Problems or Challenges**

The Harrisburg Public Library recognizes that some materials are controversial and that any given item may offend some patrons. Selection of materials will not be made on the basis of anticipated approval or disapproval, but solely on the basis of the principles stated in this policy.

Responsibility for the reading of children rests with their parents or legal guardians. Selection of library materials will not be inhibited by the possibility that materials may come into the possession of children.

Library materials will not be marked or identified to show approval or disapproval of their contents, and no library material will be sequestered except to protect it from damage or theft.

#### H. Challenged Materials

Although materials are carefully selected, there can arise differences of opinion regarding suitable materials. Patrons requesting that material be withdrawn from or restricted within the collection may complete a "Statement of Concern About Library Resources" form which is available in the library. The inquiry will be placed on the agenda of the next regular meeting of the Harrisburg Public Library Board. Appeals of the decisions of the Library Board may be made to the Harrisburg City Council. Applicants must contact the Harrisburg City Recorder within ten (10) days following the Library Board Meeting to request to have their appeal heard by the City Council at the next regularly scheduled business meeting.

# IX. Circulation Policy

#### A. Registration

- All borrowers must be registered and must have a valid local or system patron card to borrow library materials.
- 2. Patrons must fill out an application form to register for a new library card.
- 3. Materials cannot be checked out until a library card is issued.
- 4. All library cards expire after one year. Patrons outside of city limits will need to pay for their cards after they have expired. In city limits, library cards will be renewed when the patron comes in requesting books.

#### B. Lost or forgotten cards

- If a patron loses their library card, they should notify the library as soon as possible and request a replacement.
- Although presenting a card is a considerate and efficient way of checking out books, it is not necessary.

#### C. Loan periods

- 1. 3 weeks for books.
- 2. Interlibrary loans are due the date indicated by the lending library.

- 3. Books may be renewed twice if there is not a waiting list for the title.
- 4. Three weeks for audiobooks, and compact discs.
- 5. Four days for videocassettes.
- 6. DVD materials are nonrenewable.

Library Staff may establish the loan period for special collections, materials which are temporarily in great demand, such as for student projects, or materials added to the collection which are in a new format, e.g., computer software.

Library Patrons are limited to 40 books at a time; with one exception-two items on a subject is the limit for a known school assignment and children under 10 years of age can check out no more than 3 items at a time.

#### D. Reserves

Reserves for Library materials may be placed by patrons either in person, over the phone or online. Patrons will be notified by telephone or email when the materials are available. There is no charge to the patron for placing a reserve or for interlibrary loan services.

#### E. Fines and charges

Harrisburg Library has a fine free policy. There are not fines for overdue materials. If a loaned item is not returned on time, it can be renewed twice if there are no holds. After two renewals, the item is now considered late at the end of the second renewal period. A notification will be sent out, informing the patron the item is out of renewals and needs to be returned as soon as possible. On the thirtieth day, after the due date, it will be marked as lost, and the patron will be billed the pre-recorded cost of the book. If a book is lost or damaged, the patron has the option to replace the book instead of paying the fine. If the patron finds the book and returns it within 30 days after it's marked lost and it's in good condition, the replacement fee will be cleared. If a patron's account reaches a balance of \$20 in fines for lost or damaged books that haven't been replaced, their borrowing privileges will be frozen until the balance comes below the \$20 limit. Patrons can still check out library material if they have a balance less than \$20. There is a fine for overdue materials. A first notice is sent after the material is due, in 30 days. If the material is not returned within a 4-day grace period, then on the 5th day, a bill will be sent for the material with the cost of replacement of the material plus an administrative fee. Patrons who have been sent an overdue notice shall be denied borrowing privileges, until those overdue materials are returned or paid for if lost and/or damaged

If materials are damaged so as to be judged by the library as being unsuitable for the collection, the patron must pay the replacement cost plus an administrative fee equal to 25 percent (25%) of the value of the lost or damaged item. A notice (**Appendix D**) of these charges will be sent to the borrower. Any materials damaged and paid for become the property of the library patron who has paid the replacement charge. If the patron does not wish to keep the library materials, then it may be disposed of by library staff.

Failure to return or pay replacement costs for lost or damaged books will result in the loss of the use of library patron privileges for the patron and can result in a civil infraction for which the person can be cited and charged a fine in Municipal Court.

#### **G.** Confidentiality

Public Records exempt from disclosure under ORS 192.355 (23) include the records of a library, as follows:

- Circulation records, showing use of specific library material by a named person;
- The name of a library patron together with the address or telephone number of the patron; and
- The electronic mail address of a patron.

Persons requesting a copy of records of any kind should be directed to the City Recorder of the City of Harrisburg, who is the public records official for the City.

The Harrisburg Public Library adheres strictly to all sections of this Statute regarding the protection of the confidentiality of its users

# X. Reference Service Policy

The Harrisburg Public Library:

- Will provide information in the form of short answers to specific questions and guidance in locating material for patrons who appear in person, call on the telephone, or request information through correspondence;
- Will assist patrons in the use of the Library and teach basic research methodology, when appropriate (this includes providing help in developing a research strategy and advice on whether a trip to the Library would be worthwhile for individuals who telephone);
- Will provide bibliographic verification of items both in the Library and not owned by the Library and will assist patrons in obtaining materials through interlibrary loan, when appropriate;
- May refer library users to other agencies and libraries in pursuit of needed information; and,
- May use not only the Library's resources in printed form but consult appropriate digital resources as well as the regional resource library and other agencies by telephone in pursuit of "ready reference" information.

# XI. Programming Policy

A "program" is a planned interaction between the library staff and the program participants for the purpose of promoting library materials, facilities, or services, as well as offering the community an informational, entertaining, or cultural experience.

Programming includes such activities as story times, films and activities on no-school days, summer library programs for children, speakers for young adults, and book or author discussion groups for adults.

The board, in conjunction with library staff, will establish a budget and goals for programming to facilitate the effective implementation of this service.

## XII. Public Relations & Complaints Policy

- A. Public relations goals of the Harrisburg Public Library are:
- To promote a good understanding of the Library's objectives and services among governing officials, civic leaders, and the general public;
- To promote active participation in the varied services offered by the library to people of all ages.
  - The Board recognizes that public relations involves every person who has connections with the Library. The Board urges its own members and every staff member to realize that he or she represents the library in every public contact. Good service supports good public relations.
  - 2. Patrons who have complaints about general library procedures, other than the collections policy, should relate those complaints to library staff. If they feel that their needs have not been addressed, then they will submit their complaint in writing to the Library Supervisor. If the patron is not satisfied with the response from the Library supervisor, they may then submit their complaint in writing to the Library Board, who will hear said complaint at the next regularly scheduled Library Board meeting. Appeals about decisions made by the Library Board may be submitted in writing within a ten-day period following their decision to the City Recorder of the City of Harrisburg, who will schedule the issue to be heard at the next regular City Council business meeting.
  - 3. Patrons who have complaints about library staff should submit their complaint in writing to the Library supervisor. If the patron is not satisfied with the response from the Library supervisor, they may then submit their complaint in writing to the City Administrator. The decisions of the City Administrator are made according to the City's personnel policy and are therefore final.
  - 4. Library staff will be expected to make presentations and to participate in community activities to promote library services. A reasonable amount of library time will be allowed for preparation and speaking. Materials to be used by press, radio, or television will be approved by the library supervisor.

## XIII. Equipment Use Policy

A computer is available to patrons on a first-come, first-served basis. Patrons will sign in to use computer. Instructions for operating hardware are displayed near the computer. There is no charge for use of the computer; however, in order to make the service available to as many patrons as possible, a time limit for usage has been imposed. That time limit is 60 minutes. An extended time will be allowed for patrons doing research, job searches and homework. Library staff is available for general assistance in using the computer. However, staff are not

expected to train patrons in the use of application programs. Tutorial manuals will be provided when available.

Patrons using a library computer are required to sign in at a log kept at the front desk.

Patrons will be charged for the use of any printers, or copiers, according to a fee schedule set by City Council Resolution. Copy machine users are advised that there are restrictions on copyrighted materials. Any violation of copyright is the responsibility of the copy machine user.

## XIV. Internet Use Policy

The Harrisburg Public Library is providing access to the Internet as a means to enhance the information and learning opportunities for the citizens of the library's service area. The City of Harrisburg has established the Internet Use Policy to ensure appropriate and effective use of this resource.

Access to the Internet is available to all patrons; however, this service may be restricted at any time for use not consistent with the guidelines. Parents of minor children must assume responsibility for their children's use of the library's Internet service; prior to being granted access to the Internet. All users must sign the log-in chart prior to beginning their session.

#### **Expectations:**

Users should be aware that the inappropriate use of electronic information resources can be a violation of local, state, and federal laws and can lead to prosecution. The user will be held responsible for his/her actions using the Internet. Users are expected to abide by the policies below which include generally accepted rules of network etiquette. Unacceptable uses of the service will result in the suspension or revocation of Internet use privileges.

#### Warnings:

The Internet is a decentralized, unmoderated global network; the Harrisburg Public Library has no control over the content found there. The library will not censor access to material nor protect users from offensive information, and it is not responsible for the availability and accuracy of information found on the Internet. The use of WIFI in the Harrisburg Library requires the user to confirm compliance with the Internet Use Policy/Disclaimer Notice (Appendix E) as required by the City of Harrisburg.

The library cannot assure that data or files downloaded by users are virus-free. The library is not responsible for damages to equipment or data on a user's personal computer from the use of data downloaded from the library's Internet service.

The use of the Internet and e-mail is not guaranteed to be private. Messages relating to or in support of illegal activities will be reported to the proper authorities.

#### **Guidelines:**

- Users may use the Internet for research and the acquisition of information to address their educational, vocational, cultural, and recreational needs
- Users may use the Internet for the receipt and transmission of electronic mail (e-mail) as long as they use a free e-mail service which will establish and maintain an account for them; the library is unable to manage e-mail accounts for any organizations or individuals
- Internet use is offered in sixty (60) minute sessions on a first-come, first-served basis; each user is allowed one session—except in the case of using it for research, job search or homework.
- Users will respect and uphold copyright laws and all other applicable laws and regulations; they will not use it for illegal purposes
- Users will respect the rights and privacy of others by not accessing private files
- Users agree not to incur any costs for the library through their use of the Internet service
- Users shall not create and/or distribute computer viruses over the Internet
- Users shall not deliberately or willfully cause damage to computer equipment, programs, or parameters

## XVII. Public Notice Bulletin Board Policy

- Bulletin board materials may be submitted for posting by nonprofit organizations for civic, educational, or cultural purposes. Such organizations may submit literature publicizing a specific event. Limited space generally allows only shortterm notices. Library staff must approve all postings and may prohibit postings which do not meet library standards. Library staff will place and remove postings promptly.
- Each item posted must be dated and signed. A request for return of items, along with name and telephone number of people to be contacted, should be printed on the back of each article. Unless such arrangements are specified, items must be picked up the day following the date of the publicized event if the owners want them returned. Otherwise, the library will not be responsible for returning materials.

## XVIII. Disasters/Emergency Incident Policy

The Harrisburg Library is a public facility that is operated by the City of Harrisburg. As such, responses by library staff to emergencies in the Library are defined in the City's Emergency Incident Plan. Library staff is required to be trained on all emergency incident procedures and are responsible for evacuating the Library and municipal center, if they are directed to do so by the City Administrator, or incident coordinator.

The following are the main types of potential emergencies that can occur at our facilities:

- Fire
- Medical Emergency due to accidents or illness
- Environmental Emergency: windstorm, flood, earthquake, extreme temperatures
- Chemical Spills or Releases
- Bomb Threat
- Violence, including Robbery
- · Terrorism as defined by the Homeland Security

Library staff and patrons evacuated due to an emergency are directed to gather on the sidewalk located on the west side of the fire station.

If staff are dealing with a localized emergency incident in the Library facility, then they should call 911 to engage emergency personnel if needed. Library staff is directed to contact their supervisor or City Hall in order to report an incident or emergency. Non-emergency incidents should be immediately reported to their supervisor.

Library staff can be directed by the supervisor, City Administrator, or City Recorder/Asst. City Administrator (HR) to complete a statement with details of any incident that occurs in the Library that has the potential of escalating into workplace violence, harassment, or that could result in complaints against the Library or the City of Harrisburg.

Please refer to City's Emergency Incident Plan, provided at the front desk, for more information. Or visit, <a href="https://www.ci.harrisburg.or.us/administration/page/natural-hazard-mitigation-plan">https://www.ci.harrisburg.or.us/administration/page/natural-hazard-mitigation-plan</a>

## XIX. Revision of Library Policies

The preceding statements of Harrisburg Public Library's policies shall be subject to review and needed revision at least every five years by the Library Board. Individual policies will be reviewed or added as needed.

Date the Current Version was Adopted by the Library Board:

## Appendixes:

- A. Harrisburg City Buildings Use Code of Conduct PolicyB. Library Bill of RightsC. The Freedom to Read Statement

- D. Damaged Materials Letter
- E. Internet Use Disclaimer
- F. State of Concern about Library Resources Form

#### **Appendix A:**

#### **Harrisburg City Buildings Use Code of Conduct**

The purpose of this Citizen Code of Conduct is to maintain a safe and pleasant environment, and an efficient operation of City business in City buildings – including the Harrisburg City Hall, Library, and Justice Center. It also ensures the access for all citizens to City buildings, the safety of all users and staff, and the protection of the materials, resources, equipment and facilities.

#### Citizens have the responsibility to use the City buildings in a manner that:

- Does not interfere with the rights of other individuals to access or use City materials, resources and services;
- Does not limit the ability of City staff to effectively conduct City business; and
- Does not threaten the secure and comfortable environment of City facilities.
- Actively uses the government services that are available. In the Library, that includes
  reading, studying, using reference materials, looking for books, or actively using the
  Library Computer. In City Hall, that includes making payments, setting up utility
  accounts, working on a permit, voting, or filling out applications, as well as waiting to
  meet/meeting with a City staff member.

**Prohibited conduct** includes any illegal activity and includes, but is not limited to, the following:

- Willfully annoying, harassing, intimidating or threatening another person.
- Damaging a City building, furnishings or equipment or using furniture or equipment in a manner that could cause harm to self, others or personal or public property.
- Soliciting, campaigning, fundraising or selling, unless allowed pursuant to an executed rental agreement.
- Posting notices, posters or flyers unless on authorized bulletin boards.
- Behaving in a loud, boisterous, offensive, indecent or disruptive manner, using abusive or threatening language or gestures, fighting or threatening to fight, running, pushing, shoving or throwing things.
- Children under the age of 10 years of age must be accompanied at all times by a responsible individual who is at least 12 years old (exceptions may be made at the discretion of City personnel if the responsible individual is in the building). Responsibility for the safety and behavior of children while in a City building belongs to the parent or caregiver. The City staff will not act as babysitters and will assume no responsibility for children left unattended on City premises.
- Using a cell phone or other electronic device in a manner that is disruptive.
- Impeding access to the building or an area of the building or blocking passageways, doorways or aisles.
- Bringing animals into buildings, except service animals, without prior written approval of the City Administrator or designee.

- Leaving unattended personal items in the building. The City assumes no responsibility for lost, stolen, or unattended personal items. Items left longer than 5 minutes or suspicious packages, bags or materials that, in the opinion of staff, are a potential threat, may be removed from the premises without notice.
- Entering non-public areas unaccompanied by a staff member or without prior authorization from a staff member.
- Failing to exit the building at closing or not following directions from staff.
- Relocating or tampering with tables, chairs, equipment or other furniture without staff permission.
- Failing to wear appropriate clothing including footwear and shirts.
- Sleeping or loitering in public spaces without prior written approval of the City Administrator or designee.
- Eating or drinking, unless as part of an approved program, meeting room event or in designated areas.
- Using public restrooms for bathing, shaving, washing hair, changing clothes or other
  activities without prior written approval from the City Administrator or designee.

Anyone whose actions are prohibited conduct may be asked to leave the City facility or they may be removed from the building by the Linn County Sheriff's Office. Serious or repeated violations of the rules may result in a person being excluded from the specific City building or buildings for a designated period of time. Exclusions may be appealed to the City Administrator.

#### **Appendix B:**

#### **Library Bill of Rights:**

# Líbrary Bíll of Ríghts

The American Library Association affirms that all libraries are forums for information and ideas, and that the following basic policies should guide their services.

- I. Books and other library resources should be provided for the interest, information, and enlightenment of all people of the community the library serves. Materials should not be excluded because of the origin, background, or views of those contributing to their creation.
- II. Libraries should provide materials and information presenting all points of view on current and historical issues. Materials should not be proscribed or removed because of partisan or doctrinal disapproval.
- III. Libraries should challenge censorship in the fulfillment of their responsibility to provide information and enlightenment.
- IV. Libraries should cooperate with all persons and groups concerned with resisting abridgment of free expression and free access to ideas.
- V. A person's right to use a library should not be denied or abridged because of origin, age, background, or views.
- VI. Libraries which make exhibit spaces and meeting rooms available to the public they serve should make such facilities available on an equitable basis, regardless of the beliefs or affiliations of individuals or groups requesting their use.

Adopted June 19, 1939.

Amended October 14, 1944; June 18, 1948; February 2, 1961; June 27, 1967; and January 23, 1980;

Inclusion of "age" reaffirmed January 23, 1996, by the ALA Council.

#### **Appendix C:**

#### The Freedom to Read Statement

The freedom to read is essential to our democracy. It is continuously under attack. Private groups and public authorities in various parts of the country are working to remove or limit access to reading materials, to censor content in schools, to label "controversial" views, to distribute lists of "objectionable" books or authors, and to purge libraries. These actions apparently rise from a view that our national tradition of free expression is no longer valid; that censorship and suppression are needed to counter threats to safety or national security, as well as to avoid the subversion of politics and the corruption of morals. We, as individuals devoted to reading and as librarians and publishers responsible for disseminating ideas, wish to assert the public interest in the preservation of the freedom to read.

Most attempts at suppression rest on a denial of the fundamental premise of democracy: that the ordinary individual, by exercising critical judgment, will select the good and reject the bad. We trust Americans to recognize propaganda and misinformation, and to make their own decisions about what they read and believe. We do not believe they are prepared to sacrifice their heritage of a free press in order to be "protected" against what others think may be bad for them. We believe they still favor free enterprise in ideas and expression.

These efforts at suppression are related to a larger pattern of pressures being brought against education, the press, art and images, films, broadcast media, and the Internet. The problem is not only one of actual censorship. The shadow of fear cast by these pressures leads, we suspect, to an even larger voluntary curtailment of expression by those who seek to avoid controversy or unwelcome scrutiny by government officials.

Such pressure toward conformity is perhaps natural to a time of accelerated change. And yet suppression is never more dangerous than in such a time of social tension. Freedom has given the United States the elasticity to endure strain. Freedom keeps open the path of novel and creative solutions, and enables change to come by choice. Every silencing of a heresy, every enforcement of an orthodoxy, diminishes the toughness and resilience of our society and leaves it the less able to deal with controversy and difference.

Now as always in our history, reading is among our greatest freedoms. The freedom to read and write is almost the only means for making generally available ideas or manners of expression that can initially command only a small audience. The written word is the natural medium for the new idea and the untried voice from which come the original contributions to social growth. It is essential to the extended discussion that serious thought requires, and to the accumulation of knowledge and ideas into organized collections.

We believe that free communication is essential to the preservation of a free society and a creative culture. We believe that these pressures toward conformity present the danger of limiting the range and variety of inquiry and expression on which our democracy and our culture depend. We believe that every American community must jealously guard the freedom to publish and to circulate, in order to preserve its own freedom to read. We believe that publishers and librarians have a profound responsibility to give validity to that freedom to read by making it possible for the readers to choose freely from a variety of offerings.

The freedom to read is guaranteed by the Constitution. Those with faith in free people will stand firm on these constitutional guarantees of essential rights and will exercise the responsibilities that accompany these rights.

We therefore affirm these propositions:

 It is in the public interest for publishers and librarians to make available the widest diversity of views and expressions, including those that are unorthodox, unpopular, or considered dangerous by the majority.

Creative thought is by definition new, and what is new is different. The bearer of every new thought is a rebel until that idea is refined and tested. Totalitarian systems attempt to maintain themselves in power by the ruthless suppression of any concept that challenges the established orthodoxy. The power of a democratic system to adapt to change is vastly strengthened by the freedom of its citizens to choose widely from among conflicting opinions offered freely to them. To stifle every nonconformist idea at birth would mark the end of the democratic process. Furthermore, only through the constant activity of weighing and selecting can the democratic mind attain the strength demanded by times like these. We need to know not only what we believe but why we believe it.

Publishers, librarians, and booksellers do not need to endorse every idea or presentation they
make available. It would conflict with the public interest for them to establish their own political,
moral, or aesthetic views as a standard for determining what should be published or circulated.

Publishers and librarians serve the educational process by helping to make available knowledge and ideas required for the growth of the mind and the increase of learning. They do not foster education by imposing as mentors the patterns of their own thought. The people should have the freedom to read and consider a broader range of ideas than those that may be held by any single librarian or publisher or government or church. It is wrong that what one can read should be confined to what another thinks proper.

3. It is contrary to the public interest for publishers or librarians to bar access to writings on the basis of the personal history or political affiliations of the author.

No art or literature can flourish if it is to be measured by the political views or private lives of its creators. No society of free people can flourish that draws up lists of writers to whom it will not listen, whatever they may have to say.

4. There is no place in our society for efforts to coerce the taste of others, to confine adults to the reading matter deemed suitable for adolescents, or to inhibit the efforts of writers to achieve artistic expression.

To some, much of modern expression is shocking. But is not much of life itself shocking? We cut off literature at the source if we prevent writers from dealing with the stuff of life. Parents and teachers have a responsibility to prepare the young to meet the diversity of experiences in life to which they will be exposed, as they have a responsibility to help them learn to think critically for themselves. These are affirmative responsibilities, not to be discharged simply by preventing them from reading works for which they are not yet prepared. In these matters values differ, and values cannot be legislated; nor can machinery be devised that will suit the demands of one group without limiting the freedom of others.

5. It is not in the public interest to force a reader to accept the prejudgment of a label characterizing any expression or its author as subversive or dangerous.

The ideal of labeling presupposes the existence of individuals or groups with wisdom to determine by authority what is good or bad for others. It presupposes that individuals must be directed in making up their minds about the ideas they examine. But Americans do not need others to do their thinking for them.

6. It is the responsibility of publishers and librarians, as guardians of the people's freedom to read, to contest encroachments upon that freedom by individuals or groups seeking to impose their own standards or tastes upon the community at large; and by the government whenever it seeks to reduce or deny public access to public information.

It is inevitable in the give and take of the democratic process that the political, the moral, or the aesthetic concepts of an individual or group will occasionally collide with those of another individual or group. In a free society individual are free to determine for themselves what they wish to read, and each group is free to determine what it will recommend to its freely associated members. But no group has the right to take the law into its own hands, and to impose its own concept of politics or morality upon other members of a democratic society. Freedom is no freedom if it is accorded only to the accepted and the inoffensive. Further, democratic societies are more safe, free, and creative when the free flow of public information is not restricted by governmental prerogative or self-censorship.

7. It is the responsibility of publishers and librarians to give full meaning to the freedom to read by providing books that enrich the quality and diversity of thought and expression. By the exercise of this affirmative responsibility, they can demonstrate that the answer to a "bad" book is a good one; the answer to a "bad" idea is a good one.

The freedom to read is of little consequence when the reader cannot obtain matter fit for that reader's purpose. What is needed is not only the absence of restraint, but the positive provision of opportunity for the people to read the best that has been thought and said. Books are the major channel by which the intellectual inheritance is handed down, and the principal means of its testing and growth. The defense of the freedom to read requires of all publishers and librarians the utmost of their faculties, and deserves of all Americans the fullest of their support.

We state these propositions neither lightly nor as easy generalizations. We here stake out a lofty claim for the value of the written word. We do so because we believe that it is possessed of enormous variety and usefulness, worthy of cherishing and keeping free. We realize that the application of these propositions may mean the dissemination of ideas and manners of expression that are repugnant to many persons. We do not state these propositions in the comfortable belief that what people read is unimportant. We believe rather that what people read is deeply important; that ideas can be dangerous; but that the suppression of ideas is fatal to a democratic society. Freedom itself is a dangerous way of life, but it is ours.

## **Appendix D:**

## **Damaged Materials Letter**

library collection, the patron assumes the materials. Recently materials checked of	At the time a library patron borrows materials from the public ne responsibility for the care and timely return of the but on your library card were returned to the library damaged Library's collection. The titles and costs of these materials
\$ Curr	rent Value of Book
\$ (25%	6) Administrative Fee
Your assistance in clearing this matter pretain your borrowing privileges.	promptly will be appreciated and will be necessary in order to
Thank you in advance for your prompt r	esponse to this matter.
Sincerely,	
Library Staff Member's name	

#### **Appendix E:**

#### **Internet Use Policy**

WIFI users should be aware that the inappropriate use of electronic information resources can be a violation of local, state, and federal laws and can lead to prosecution. The user will be held responsible for his/her actions using the Internet or other electronic resources. Users are expected to abide by library policies, which include generally accepted rules of network etiquette. Unacceptable uses of the service will result in the suspension or revocation of Internet use privileges.

The Internet is a decentralized, unmoderated global network; the Harrisburg Public Library has no control over the content found there. The Library will not censor access to material nor protect users from offensive information, and it is not responsible for the availability and accuracy of information found on the Internet.

#### ADMINISTRATIVE MONITORING

The City of Harrisburg ("City") reserves the right to administratively monitor this service at all times and by using this service, you expressly consent to such monitoring. Additionally, the City's system administrators may provide evidence of possible criminal activity identified during such monitoring to appropriate law enforcement officials. If you do not wish to consent to such monitoring, exit this system now.

#### DISCLAIMER OF LIABILITY AND RELIABILITY

This service is provided on an "as is" basis. The City does not guarantee, nor make any warranties regarding, the condition or functionality of this service, its suitability for use, or that it will be uninterrupted or error-free. The City reserves the right to make changes to this service at any time without notice.

This service operates on an unsecured network connection and it may be possible for others using this service to access your computer. By agreeing to this and other statements in this agreement, you agree to hold the City harmless for any and all damage that may occur due to the use of this service.

Because this service connects to the World Wide Web, once you agree to the terms and conditions of this agreement, the City cannot control the information you access. Each individual web site has its own set of policies about what information is appropriate for public access, by which you agree to follow.

#### DISCLAIMER OF DAMAGES

By using this service, you assume all risks associated with its use, including any risk to your computer, software or data being damaged by any virus, software, or any other file that might be transmitted or activated via access to the service. The City shall not be liable for any special, incidental, or consequential damages, including, without limitation, lost revenues or lost profits, resulting from the use or misuse of this service.

#### **INDEMNIFICATION**

As a condition of use of this service, you agree to indemnify the City, its elected officials, officers, employees and agents against any and all liability, expenses (including reasonable attorney fees) and damages arising out of claims resulting from your use or misuse of this service.

#### DISCLAIMER OF ASSOCIATION

You acknowledge that no joint venture, partnership, employment or agency relationship exists between you and the City as a result of this agreement or use of this service. You agree that you will not hold yourself out as a representative, employee or agent of the City and the City shall not be liable for any representation, act or omission on your part.

#### DISCLAIMER OF ENDORSEMENT

References to any specific commercial products, process or service by trade name, trademark, manufacturer, provider or otherwise that are obtained through use of this service do not constitute or imply an endorsement or recommendation by the City. Views and opinions referenced in any document accessed through use of this service do not necessarily state or reflect those of the City and shall not be used for advertising or product endorsement purposes.

#### JURISDICTION AND VENUE

This agreement is governed by the laws of the State of Oregon and venue of any litigation arising under this agreement shall be in the circuit court of Linn County, Oregon.

#### **SEVERABILITY**

If any provision of this agreement is determined to be illegal, invalid or unenforceable, that provision shall be enforced to the maximum extent possible to most closely match the intent of the original provision and the legality, validity and enforceability of the remaining provisions shall not be affected or impaired.

BY CLICKING 'CONTINUE'; YOU ARE HEREBY AGREEING TO THESE TERMS AND CONDITION

## **Appendix F:**

Form:	Statement	of	Concorn	About	Library	/ Resources
FOI III.	Statement	OI	Concern	About	Library	/ Resources

Harrisburg Public Library							
STATEMENT OF CONCERN ABOUT LIBRARY RESOURCES							
Name	Date						
Address	Phone						
City	StateZIP						
Resource on which you are comr	menting:						
Book	Audio-visual Resource						
Magazine	Content of Library Program						
Newspaper	Other						
Author/Publisher or Producer/Date:							
<ol> <li>To what do you object? Please be as specific as possible.</li> <li>Have you read or listened or viewed the entire content? If not, what parts?</li> <li>What do you feel the effect of the material might be?</li> <li>For what age group would you recommend this material?</li> <li>In its place, what material of equal or better quality would you recommend?</li> <li>What do you want the library to do with this material?</li> <li>Additional comments:</li> </ol>							

## Agenda Bill Harrisburg City Council

## Harrisburg, Oregon

# THE MATTER OF APPROVING THE CONSENT LIST STAFF REPORT:

Exhibit A: Payment Approval Report for October 2022

Exhibit B: Library Board Minutes for October 3, 2022

Exhibit C: Municipal Court Collection Report October 2022

Exhibit D: Municipal Court Citation Report October 2022

ACTION: MOTION TO APPROVE THE CONSENT LIST

A motion to approve the consent list will approve the following:

1. The Payment Approval Report for October 2022

THIS AGENDA BILL IS DESTINED FOR: Consent Agenda –November 8, 2022

## STAFF RECOMMENDATION:

Staff recommends the City Council approve the consent list.

### **Building Permits:**

October 2022: Submitted: 11

Issued: 10

New Homes: 0

Residential Valuation: \$.00

**Commercial Valuation**: \$34,000.00 **2022 YTD Valuation**: \$1,233,662.14

Please note valuation is not added to the City's property tax base until the fall period following when the permit is finalized. As such, the typical timeframe for most construction to show up on our tax base is the following year in November. The valuation figure includes new home values, the value of commercial or industrial construction, and the value of extensive remodels.

## **Business Licenses Issued:**

 The New Golden Chopstix located at 203 Smith St. The new owner is Biraj Kwinkel who is also the owner of American Market

## **Harrisburg Municipal Court:**

- Collection Report (EXHIBIT C) for the month of October is \$3,957.02.
- There were 34 citations issued in the month of October for a total of 37 offenses
  (EXHIBIT D). There were five defendants who were charged for Failure to Appear
  on a criminal citation by the City Attorney. One person was charged for Sex Abuse
  III but was later ordered to appear at Circuit Court.

<u>Committee Minutes:</u> Please note all committee/board minutes are approved by the individual committee, and not by the City Council consent agenda approval.

## Harrisburg and HRA Budget Committee Chairperson: Ruby Bennett

The Harrisburg and HRA Budget Committee did not meet in the month of September. Next Scheduled Meeting: TBD

## Library Board: Chairperson: Kristi Prozialeck

The Library Board last meet on was October 3, 2022, and November 1, 2022. The minutes for October 3, 2022, are attached.

Next Scheduled Meeting: TBD

## Personnel Committee: Chairperson; Kimberly Downey

The Personnel Committee did not meet in the month of September. Next Scheduled Meeting: TBD

#### Planning Commission: Chairperson; Todd Culver

The Planning Commission did not meet in the month of October Next Scheduled Meeting: November 15, 2022

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

Lori Ross 11/01/2022
Lori Ross Date
City Recorder

City of Harrisburg Payment Approval Report - Harrisburg

 Payment Approval Report - Harrisburg
 Page: 1

 Report dates: 10/1/2022-10/31/2022
 Nov 02, 2022 10:15AM

Report Criteria:

Detail report.

Invoices with totals above \$0 included.

Paid and unpaid invoices included.

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Amount Paid	GL Accou Number
1206						
1206	Analytical Lab & Consultants	151431	Water Testing	09/06/2022	94.00	52-65-4200
1206	Analytical Lab & Consultants	151619	Water Testing	09/16/2022	229.00	51-65-4200
1206	Analytical Lab & Consultants	151620	Water Testing	09/16/2022	733.00	52-65-4200
1206	Analytical Lab & Consultants	151621	Water Testing	09/16/2022	203.00	52-65-4200
1206	Analytical Lab & Consultants	151653	Water Testing	09/16/2022	61.00	51-65-4200
1206	Analytical Lab & Consultants	151786	Water Testing	09/21/2022	69.00	52-65-4200
1206	Analytical Lab & Consultants	151932	Water Testing	09/26/2022	203.00	52-65-4200
1206	Analytical Lab & Consultants	152150	Water Testing	09/30/2022	69.00	52-65-4200
Tot	tal 1206:				1,661.00	
3693						
3693	Branch Engineering Inc	00018859	Engineering Services	09/30/2022	1,140.00	11-42-2100
3693	Branch Engineering Inc	00018860	Engineering Services	09/30/2022	1,374.30	51-71-2100
3693	Branch Engineering Inc	00018861	Engineering Services	09/30/2022	884.07	51-78-8015
3693	Branch Engineering Inc	00018862	Engineering Services	09/30/2022	1,305.00	11-60-7975
3693	Branch Engineering Inc	00018863	Engineering Services	09/30/2022	280.00	10-41-4000
3693	Branch Engineering Inc	00018864	Engineering Services	09/30/2022	448.08	10-41-4000
Tot	tal 3693:				5,431.45	
1003						
4003	Carol Canham	1004221	Reimbursement	10/04/2022	38.93	51-73-2000
4003	Carol Canham	1004221	Reimbursement	10/04/2022	38.92	52-73-2000
4003	Carol Canham	CASELLE 202	Per Diem	10/14/2022	150.00	10-63-2200
4003	Carol Canham	OCEA PERDIE	Per Diem	10/17/2022	108.00	10-63-2200
Tot	tal 4003:				335.85	
3920						
3920	Cathy Nelson	CASELLE 202	Per Diem	10/14/2022	153.00	10-63-2200
Tot	tal 3920:				153.00	
3773						
3773	CenturyLink	612327167	Phone Bill	10/04/2022	.19	10-69-3500
3773	CenturyLink	SEPT 2022	Phone Bill	09/26/2022	42.77	52-65-3500
3773	CenturyLink	SEPT 2022	Phone Bill	09/26/2022	46.42	52-65-3500
3773	CenturyLink	SEPT 2022	Phone Bill	09/26/2022	44.87	51-65-3500
3773	CenturyLink	SEPT 2022	Phone Bill	09/26/2022	42.19	51-65-3500
3773	CenturyLink	SEPT 2022	Phone Bill	09/26/2022	46.42	52-65-3500
3773	CenturyLink	SEPT 2022	Phone Bill	09/26/2022	41.22	52-65-3500
3773	CenturyLink	SEPT 2022	Phone Bill	09/26/2022	46.42	52-65-3500
3773	CenturyLink	SEPT 2022	Phone Bill	09/26/2022	42.19	10-69-3500
3773	CenturyLink	SEPT 2022	Phone Bill	09/26/2022	42.77	52-65-3500
Tot	tal 3773:				395.46	
1016						
1016	Cheryl Spangler	9.22.22	Reimbursement	10/01/2022	54.65	24-60-3050

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		110	port dates. 10/1/2022-10/31/2022		140	V 02, 2022 10.13AI
Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Amount Paid	GL Account Number
Tot	tal 1016:				54.65	
2939						
2939	Cobalt Computer Services, Inc.	24043	Computer Service	09/30/2022	517.50	40-65-8015
2939	Cobalt Computer Services, Inc.	24043	Computer Service	09/30/2022	3,363.75	40-65-8045
2939	Cobalt Computer Services, Inc.	24134	Computer Service	09/30/2022	188.50	40-65-8015
2939	Cobalt Computer Services, Inc.	24229	Computer Hardware	10/13/2022	259.98	40-65-8050 10-60-2710
2939	Cobalt Computer Services, Inc.	OWLS	Muni Center Updates	10/20/2022	2,347.00	10-60-2710
Tot	tal 2939:				6,676.73	
3348						
3348	Code Publishing, Inc.	GC0008742	Web Hosting	09/30/2022	263.25	10-60-2900
Tot	tal 3348:				263.25	
2720						
2720	Comcast	OCT 2022	Internet Service	01/02/2022	324.68	10-60-2000
2720	Comcast	OCT 2022 LIB	Internet Service	09/23/2022	207.53	24-60-2525
2720	Comcast	OCT 2022 PW	Internet Service	10/01/2022	147.43	51-65-3500
2720	Comcast	OCT 2022 PW	Internet Service	10/01/2022	147.42	52-65-3500
Tot	tal 2720:				827.06	
3913						
3913	DataBar Inc	258577	W/S Utility Statements	10/06/2022	331.74	51-74-2200
3913	DataBar Inc	258577	W/S Utility Statements	10/06/2022	331.73	52-74-2200
Tot	tal 3913:				663.47	
3966						
3966	DCBS Fiscal Services	SEPTEMBER 2	State Surcharge - Building/Elecric	09/30/2022	38.02	27-70-1050
3966	DCBS Fiscal Services	SEPTEMBER 2	State Surcharge - Building/Elecric	09/30/2022	187.29	26-70-1050
Tot	tal 3966:				225.31	
3824		7405007		40/00/0000	4 040 40	04.00.0000
3824	Demco Inc	7195387	Library Supplies	10/03/2022	1,313.49	24-60-2800
Tot	tal 3824:				1,313.49	
1218	0.1	0.45.40.40050	M. DM C. I	00/00/2000	400 50	54.05.0400
1218	Grainger	9454312852	Misc. P/W Supplies	09/22/2022	106.50	51-65-2400
1218	Grainger	9454544561	Misc. P/W Supplies	09/22/2022	157.09	52-65-4600
Tot	tal 1218:				263.59	
1375		00000000		00/00/5555		04.00.00==
1375	Harrisburg School District #7	222300006A	Library Field Trip	08/23/2022	40.00	24-60-3050
Tot	tal 1375:				40.00	
3037	=					
3037	Herc Equipment Rental Corp.	32988629-003	Equipment Rental	09/16/2022	2,437.86	56-60-2300

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Vendor Name		Invoice Number	Description	Invoice Date	Amount Paid	GL Account Number
Tota	al 3037:				2,437.86	
1220						
1220 1220	Hurd's Custom Machinery, Inc. Hurd's Custom Machinery, Inc.	35585 35675	Public Works Supplies Public Works Supplies	09/01/2022 09/09/2022	45.21 72.70	10-72-4000 10-72-4000
Tota	al 1220:				117.91	
3968						
3968	Junction City	SEPTEMBER 2	Building/Electrical Permit Fees	09/30/2022	1,340.94	26-70-1000
3968	Junction City	SEPTEMBER 2	Building/Electrical Permit Fees	09/30/2022	205.92	27-70-1000
Tota	al 3968:				1,546.86	
3683						
3683	Keybank N.A.	SEPT 2022	Misc Credit Card Charges	09/30/2022	495.00	10-63-2000
3683	Keybank N.A.	SEPT 2022	Misc Credit Card Charges	09/30/2022	39.80	24-60-3050
3683	Keybank N.A.	SEPT 2022	Misc Credit Card Charges	09/30/2022	79.99	10-53-2200
3683	Keybank N.A.	SEPT 2022	Misc Credit Card Charges	09/30/2022	9.99	24-60-2000
3683	Keybank N.A.	SEPT 2022	Misc Credit Card Charges	09/30/2022	9.12	24-60-2000
3683	Keybank N.A.	SEPT 2022	Misc Credit Card Charges	09/30/2022	39.95	24-60-3050
3683	Keybank N.A.	SEPT 2022	Misc Credit Card Charges	09/30/2022	40.80	24-60-2000
3683	Keybank N.A.	SEPT 2022	Misc Credit Card Charges	09/30/2022	347.00	24-60-3050
3683	Keybank N.A.	SEPT 2022	Misc Credit Card Charges	09/30/2022	985.75	24-60-3050
3683	Keybank N.A.	SEPT 2022	Misc Credit Card Charges	09/30/2022	5.38	24-60-3050
3683	Keybank N.A.	SEPT 2022	Misc Credit Card Charges	09/30/2022	5.38	24-60-3050
3683	Keybank N.A.	SEPT 2022	Misc Credit Card Charges	09/30/2022	27.00	10-53-2200
3683	Keybank N.A.	SEPT 2022	Misc Credit Card Charges	09/30/2022	185.16	10-63-2200
3683	Keybank N.A.	SEPT 2022	Misc Credit Card Charges	09/30/2022	500.00	10-63-2000
3683	Keybank N.A.	SEPT 2022	Misc Credit Card Charges	09/30/2022	33.00	10-53-2200
3683	Keybank N.A.	SEPT 2022	Misc Credit Card Charges	09/30/2022	50.00	10-53-2000
3683	Keybank N.A.	SEPT 2022	Misc Credit Card Charges	09/30/2022	132.00	24-60-3050
3683	Keybank N.A.	SEPT 2022	Misc Credit Card Charges	09/30/2022	325.16	10-63-2200
3683	Keybank N.A.	SEPT 2022	Misc Credit Card Charges	09/30/2022	275.00	10-63-2000
3683	Keybank N.A.	SEPT 2022	Misc Credit Card Charges	09/30/2022	4.28	51-65-4600
3683	Keybank N.A.	SEPT 2022	Misc Credit Card Charges	09/30/2022	4.29	52-65-4600
3683 3683	Keybank N.A.	SEPT 2022 SEPT 2022	Misc Credit Card Charges	09/30/2022 09/30/2022	234.56	11-43-3000 41-78-8170
3683	Keybank N.A. Keybank N.A.	SEPT 2022	Misc Credit Card Charges Misc Credit Card Charges	09/30/2022	2,369.97 596.76	25-65-2000
3683	Keybank N.A.	SEPT 2022	Misc Credit Card Charges	09/30/2022	203.86	41-78-8170
3683	Keybank N.A.	SEPT 2022	Misc Credit Card Charges	09/30/2022	39.99	10-72-4000
3683	Keybank N.A.	SEPT 2022	Misc Credit Card Charges	09/30/2022	108.42	10-72-4000
3683	Keybank N.A.	SEPT 2022	Misc Credit Card Charges	09/30/2022	463.99	51-65-3300
3683	Keybank N.A.	SEPT 2022	Misc Credit Card Charges	09/30/2022	463.99	52-65-3300
3683	Keybank N.A.	SEPT 2022	Misc Credit Card Charges	09/30/2022	43.04	51-65-4200
3683	Keybank N.A.	SEPT 2022	Misc Credit Card Charges	09/30/2022	32.00	52-65-4200
3683	Keybank N.A.	SEPT 2022	Misc Credit Card Charges	09/30/2022	1,094.16	25-65-2000
3683	Keybank N.A.	SEPT 2022	Misc Credit Card Charges	09/30/2022	312.98	10-72-4000
3683	Keybank N.A.	SEPT 2022	Misc Credit Card Charges	09/30/2022	49.00	52-65-4200
3683	Keybank N.A.	SEPT 2022	Misc Credit Card Charges	09/30/2022	135.50	10-72-4000
Tota	al 3683:				9,742.27	
3770						
3770	Keyhole Locksmith, The	96245	Misc P/W Exp	10/10/2022	162.75	10-72-4000

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Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Amount Paid	GL Account Number
Tot	tal 3770:				162.75	
4008						
4008	Krayzie Entertainment	OCT 2022	Halloween Dance	10/14/2022	100.00	24-60-3050
Tot	tal 4008:				100.00	
3819						
3819	Linn County Treasurer	SEPTEMBER 2	Court Revenue Payout	10/20/2022	305.39	10-42-2200
Tot	tal 3819:				305.39	
2489						
2489	Lori Ross	1018222	Reimbursement	10/18/2022	166.14	10-63-2200
2489	Lori Ross	OACA CONF 2	Per Diem	10/04/2022	110.00	10-63-2200
Tot	tal 2489:				276.14	
2644						
2644	Net Assets	54-202209	Lien Searches	10/03/2022	111.00	10-53-2250
Tot	tal 2644:				111.00	
1102						
1102	NW Natural Gas Co.	OCT 2022	Utilities	10/10/2022	16.06	10-69-2000
1102 1102	NW Natural Gas Co. NW Natural Gas Co.	OCT 2022 P/W OCT 2022 PU	Utilities Utilities	10/10/2022 10/11/2022	17.27 48.70	51-65-2700 52-65-2700
Tot	tal 1102:				82.03	
2201						
2201	Occidental Chemical Corporation	1750456	PW Misc. Expense	09/27/2022	8,623.08	51-65-4000
Tot	tal 2201:				8,623.08	
1783						
1783	OCCMA OCCMA	2022-R18439-1	Conference Registration Conference Registration	10/17/2022 10/17/2022	500.00	10-63-2000
1783	OCCIMA	2022-R18439-1	Conference Registration	10/17/2022	50.00-	10-63-2000
Tot	tal 1783:				450.00	
4009	0.1.4.4.0110	0005	T 1017	40/40/0000	050.00	10.70.1000
4009	Ogden Auto Care, LLC	0095	Truck Detail	10/13/2022	350.00	10-72-4000
Tot	tal 4009:				350.00	
1245						
1245 1245	One Call Concepts, Inc. One Call Concepts, Inc.	2090384 2090384	Locates Locates	09/30/2022 09/30/2022	16.80 16.80	51-65-4600 52-65-4600
	·	200004	Located	03/30/2022		0 <u>2</u> -00 <del>-1</del> 000
Tot	tal 1245:				33.60	
<b>1033</b> 1033	Oregon Department of Revenue	SEPTEMBER 2	Court Revenue Payout	10/20/2022	948.91	10-42-2200
1000	Orogon Department of Neverlde	OLI ILIVIDLIX Z	Sourt Neverlue Fayout	10/20/2022	3 <del>4</del> 0.31	10-72-2200

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Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Amount Paid	GL Account Number
Tot	al 1033:				948.91	
1862						
1862	Oregon DMV	L0038452783	Record Inquiry	09/30/2022	8.60	10-42-2800
Tota	al 1862:				8.60	
3962						
3962	Oregon State Treasury	ARU00339109	Unclaimed Property	10/14/2022	169.24	10-1200
Tota	al 3962:				169.24	
3096						
3096	Pacific Office Automation	611665	Copier Contract	09/22/2022	378.23	10-60-2100
3096	Pacific Office Automation	611665	Copier Contract	09/22/2022	378.12	51-74-2000
3096	Pacific Office Automation	611665	Copier Contract	09/22/2022	378.12	52-74-2000
3096	Pacific Office Automation	614282	Telephone	09/23/2022	99.31	10-69-3500
3096	Pacific Office Automation	614282	Telephone	09/23/2022	25.21	24-60-2500
3096	Pacific Office Automation	614282	Telephone	09/23/2022	99.31	51-65-3500
3096	Pacific Office Automation	614282	Telephone	09/23/2022	99.31	52-65-3500
Tota	al 3096:				1,457.61	
4010						
4010	Rajinder Dhote	1018221	Court Overpayment	10/18/2022	100.00	01-1095
Tota	al 4010:				100.00	
3582						
3582	Sierra Springs	217929671015	Bottled Water	10/15/2022	84.05	10-53-2200
Tota	al 3582:				84.05	
2927						
2927	Staples Business Advantage	3518497744	Office Supplies	09/23/2022	32.68	10-60-2300
2927	Staples Business Advantage	3518497744	Office Supplies	09/23/2022	32.67	51-74-2400
2927	Staples Business Advantage	3518497744	Office Supplies	09/23/2022	32.67	52-74-2400
Tot	al 2927:				98.02	
1144						
1144	Suzan Jackson	220	Janitor Services	09/30/2022	630.00	10-72-4100
1144	Suzan Jackson	220	Janitor Services	09/30/2022	420.00	10-72-4100
Tot	al 1144:				1,050.00	
3866						
3866	Umpqua Valley Financial, LLC	6291	Audit Services	09/22/2022	1,377.50	52-60-2000
3866	Umpqua Valley Financial, LLC	6291	Audit Services	09/22/2022	1,282.50	51-60-2000
3866	Umpqua Valley Financial, LLC	6291	Audit Services	09/22/2022	617.50	11-42-2000
	Umpqua Valley Financial, LLC	6291	Audit Services	09/22/2022	1,472.50	10-41-2000
3866						
	al 3866:				4,750.00	
	al 3866:				4,750.00	

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Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Amount Paid	GL Account Number
Tot	tal 4001:				2,400.00	
3663						
3663	Water & Sewer Deposit Refund	#1048.03	Utility Billing Overpayment	10/19/2022	23.54	01-1075
3663	Water & Sewer Deposit Refund	#11654.06	Utility Billing Overpayment	10/01/2022	128.88	01-1075
3663	Water & Sewer Deposit Refund	#11654.06A	Utility Billing Overpayment	10/10/2022	128.88	01-1075
3663	Water & Sewer Deposit Refund	#542.19	Utility Billing Overpayment	10/01/2022	55.73	01-1075
Tot	tal 3663:				337.03	
2661						
2661	WCP Solutions	12747236	Office Supplies	09/15/2022	111.70	10-72-6700
2661	WCP Solutions	12938032	Office Supplies	09/15/2022	102.50	10-60-2300
2661	WCP Solutions	12938032	Office Supplies	09/15/2022	102.50	51-74-2400
2661	WCP Solutions	12938032	Office Supplies	09/15/2022	102.50	52-74-2400
2661	WCP Solutions	12938033	Office Supplies	09/15/2022	795.20	10-72-4000
2661	WCP Solutions	12938034	Office Supplies	09/15/2022	562.80	10-72-4000
Tot	tal 2661:				1,777.20	
1239						
1239	WECO	CP-00210384	PW Gas Exp	09/30/2022	434.80	11-45-2000
1239	WECO	CP-00210384	PW Gas Exp	09/30/2022	507.26	51-73-2000
1239	WECO	CP-00210384	PW Gas Exp	09/30/2022	507.27	52-73-2000
Tot	tal 1239:				1,449.33	
3909						
3909	Western Collection Bureau Inc	28906	Debt Collection	10/01/2022	176.00	10-42-2200
Tot	tal 3909:				176.00	
Gra	and Totals:				57,449.19	
D	Dated:			Payment Appro		
	Oated:			Payment Appro Expense Acco		
M	Mayor:			Expense Accor	ount Key G	.L. Number Acc
M			General Fund	Expense According Fund Number 10	ount Key G 10	)-XX- XXXX
M	Mayor:		General Fund Street Fund	Expense Accor	ount Key G 10 11	)-XX- XXXX I-XX- XXXX
M	Mayor:		Street Fund	Expense According Fund Number 10	ount Key G 10 11	)-XX- XXXX
M	dayor:		Street Fund CED Fund	Fund Number 10 11 23	ount Key G 10 11 23	)-XX- XXXX I-XX- XXXX
M	Mayor:		Street Fund CED Fund Library Fund	Fund Number 10 11 23 24	ount Key G 10 11 23 24	O-XX- XXXX I-XX- XXXX B-XX- XXXX I-XX- XXXX
M	dayor:		Street Fund CED Fund Library Fund Storm Fund	Fund Number 10 11 23 24 25	ount Key G 10 11 23 24 25	0-XX- XXXX 1-XX- XXXX 3-XX- XXXX 1-XX- XXXX 5-XX- XXXX
M	dayor:		Street Fund CED Fund Library Fund Storm Fund Building Permit Fund	Fund Number 10 11 23 24 25 26	ount Key G 10 11 23 24 25 26	0-XX- XXXX 1-XX- XXXX 3-XX- XXXX 1-XX- XXXX 5-XX- XXXX
M	dayor:		Street Fund CED Fund Library Fund Storm Fund	Fund Number 10 11 23 24 25 26 27	ount Key G 10 11 23 24 25 26	0-XX- XXXX 1-XX- XXXX 3-XX- XXXX 1-XX- XXXX 5-XX- XXXX 7-XX- XXXX
M	dayor:		Street Fund CED Fund Library Fund Storm Fund Building Permit Fund Electrical Permit Fund	Fund Number 10 11 23 24 25 26	ount Key G 10 11 23 24 25 26	0-XX- XXXX 1-XX- XXXX 3-XX- XXXX 1-XX- XXXX 5-XX- XXXX
M	dayor:		Street Fund CED Fund Library Fund Storm Fund Building Permit Fund Electrical Permit Fund Debt Services Fund	Fund Number 10 11 23 24 25 26 27 30	ount Key  G 10 11 23 24 25 26 27	0-XX- XXXX 1-XX- XXXX 3-XX- XXXX 1-XX- XXXX 5-XX- XXXX 6-XX- XXXX 7-XX- XXXX
M	dayor:		Street Fund CED Fund Library Fund Storm Fund Building Permit Fund Electrical Permit Fund Debt Services Fund Office Equip. Fund	Expense According 10   11   23   24   25   26   27   30   40	ount Key  G 10 11 23 24 25 26 27 30 40	0-XX- XXXX 1-XX- XXXX 3-XX- XXXX 1-XX- XXXX 5-XX- XXXX 7-XX- XXXX 0-XX- XXXX
M City Cc	Mayor:		Street Fund CED Fund Library Fund Storm Fund Building Permit Fund Electrical Permit Fund Debt Services Fund Office Equip. Fund Equipment Fund	Fund Number 10 11 23 24 25 26 27 30 40 41	ount Key  G 10 11 23 24 25 26 27 30 40 41	0-XX- XXXX 1-XX- XXXX 3-XX- XXXX 1-XX- XXXX 5-XX- XXXX 7-XX- XXXX 0-XX- XXXX 1-XX- XXXX
M City Cc	dayor:		Street Fund CED Fund Library Fund Storm Fund Building Permit Fund Electrical Permit Fund Debt Services Fund Office Equip. Fund Equipment Fund Water Fund	Expense According 10   11   23   24   25   26   27   30   40   41   51	ount Key  G 10 11 23 24 25 26 27 30 40 41 51	0-XX- XXXX 1-XX- XXXX 3-XX- XXXX 1-XX- XXXX 5-XX- XXXX 6-XX- XXXX 7-XX- XXXX 1-XX- XXXX 1-XX- XXXX
M City Co	Mayor:		Street Fund CED Fund Library Fund Storm Fund Building Permit Fund Electrical Permit Fund Debt Services Fund Office Equip. Fund Equipment Fund	Fund Number 10 11 23 24 25 26 27 30 40 41	ount Key  G 10 11 23 24 25 26 27 30 40 41 51	0-XX- XXXX 1-XX- XXXX 3-XX- XXXX 1-XX- XXXX 5-XX- XXXX 7-XX- XXXX 0-XX- XXXX 1-XX- XXXX



# Library Board Meeting Minutes October 03, 2022

**Chairperson:** Kristi Prozialeck, Presiding **Vice-Chairperson:** Katherine Hansen, Present

Board Members Present: Desri Hansen (arrived at 5:39pm) and Lori Pelkey

**Board Members Absent**: Angela Christensen **Library Staff Present**: Amanda Pelkey

City Staff Present: Library Supervisor Cathy Nelson (via Zoom) and City Recorder Lori

Ross

**Meeting Location:** City Hall Located at 120 Smith St

#### **CALL TO ORDER AND ROLL CALL**

**CONCERNED CITIZEN(S) IN THE AUDIENCE.** None present

#### **APPROVAL OF MINUTES**

• C. Hansen motioned to approve the minutes for July 11, 2022 and was seconded by L. Pelkey. The Library Board approve the motion by a vote of 4-0. (Yes: Prozialeck, C. Hansen, D. Hansen, and L. Pelkey; No: 0)

# THE MATTER OF DISCUSSING LIBRARY PROGRAMS STAFF REPORT:

**Crafting Club:** Prozialeck stated the club is going well but they would like to hold it on the same day each week. Craft Club will be held every Thursday beginning October 13<sup>th</sup>. Nelson to update the website.

**Book Club**: K. Hansen stated it has been slow and they are thinking of holding it at a private residence. Ross commented that if it was at a private residence, it would not be able to be a Library program. They will hold this month's program which is for the book, "Giver of the Stars" and revaluate at next meeting.

**Dance:** Prozialeck stated they would like to hold a dance on the 28<sup>th</sup> of October from 6:30pm to 9:30pm in the Municipal Center. Nelson will have them submit a facility use form. Tim Cox will be the DJ and they have some decoration and snacks. They will need to purchase cookies, soda and will order some food from Chopstix, Burrito Boy and the Mexican Restaurant. The event will be a costume contest with a 1<sup>st</sup>, 2<sup>nd</sup>, and 3<sup>rd</sup> place prize. They will use a \$30 Barnes and Noble gift card

for 1<sup>st</sup> place and Prozialeck will look into getting some local gift cards. The theme will be the "80's". Nelson suggested they don't purchase any food with nuts or shellfish.

Pelkey suggested doing a family game night on Thursday's once a month. Crafting
Club said they would share the room. A. Pelkey stated they would like to start this
Thursday and asked Nelson if the Library could purchase a stand for the TV that was
donated to the Library. Nelson to order one and to place something in the Utility Bill
about the program.

**Storytime**: L. Pelkey commented the program is going well still but slower due to kids being back in school. D. Hansen asked about ordering a dozen cat craft kits at \$2.00 each. Nelson okayed the purchase.

**Lego Club**: A. Pelkey stated it was still slow. The club is currently in the process of building a pirate ship. A. Pelkey would like to purchase kits once a month. Prozialeck suggested purchasing kits, once a quarter.

**D & D**: No information available.

#### Other Program Suggestions:

- Prozialeck suggested computer lessons for adults and having High School students teach the class along with her assistance. It would be funded out of the SOC Grant.
- Prozialeck also suggested a sewing class, on behalf of absent Librarian Spangler, where they could make pajama pants.
- C. Hansen asked about the LGBTQ Club. Nelson replied that it was advised by the City Attorney, due to being a Government Agency, not to hold this program and suggested the High School. Prozialeck to reach out to the High School.
- C. Hansen asked about the Sharing Library's and A. Pelkey stated the Consortium said doesn't offer that program any longer. (Known as the Passport Program to the Consortium.) L. Pelkey commented that Harrisburg is still listed as participating in the Passport Program as well as other Libraries in our Consortium. Prozialeck pointed out that our Library Policy still states we are part of the Passport Program as shown on page 15.

# THE MATTER OF DISCUSSING UPDATES TO THE HARRISBURG PUBLIC LIBRARY POLICY HANDBOOK

**STAFF REPORT:** Nelson stated the only changes made where addressing becoming a fine free Library and the new Code of Conduct Policy.

- D. Hansen spoke of an incident where an adult patron was using the facility with indecent clothing. It was pointed out the portion of the policy that refers to appropriate clothing as shown on page 25.
- Prozialeck suggested adding a policy about unattended children. It was pointed out the portion of the policy that refers to children under 10 years as shown on page 4.
- It was decided to leave page 15, Passport Program, in the policy at this time.
  - D. Hansen motioned to accept the changes to the updated Harrisburg Public Library Policies and Procedures Handbook and recommend it be given to the Harrisburg City Council for approval and was seconded by C. Hansen. The Library Board approved the motion by a vote of 4-0 (Yes: Prozialeck, C. Hansen, D. Hansen, and L. Pelkey; No: 0)

#### OTHERS:

**Mural Update**: Nelson stated the mural is finished and paid for. A. Pelkey asked about the inside mural and asked how much was left in the fund. Nelson replied about \$440. A. Pelkey to speak with the artist.

October 03, 2022

**Summer Grant Program**: A. Pelkey stated with the Grant, the Library was able to purchase early literacy toys and a gaming system for all ages. The grant also paid for wages for Spangler to work longer hours, insurance premiums, and for the Wild Life Safari trip which was a success. Nelson stated that \$5,000 was allotted for tutors being provided by the High School. It is believed the funds will go to the School and they will pay the students.

**Volunteer Logs**: Ross asked all board members who are volunteers to please use the quarterly log sheets to track their hours. Ross to make a folder for each program to include timecards and sign in sheets.

**Holidays**: The Board would like to be in the Christmas Parade this year.

- Prozialeck asked for volunteers to help set up and take down the dance. D. Hansen stated she would help.
- Prozialeck stated she would like to submit a survey to the High School asking what types of programs they would like to see available. She will send the survey to Nelson.
- Next meeting to discuss the Passport Program and Christmas.

ADJOURN: With no further discussion, the Library Board Meeting adjourned at hour of 6:57pm

HARRISBURG MUNICIPAL COURT

Collections Report - Monthly Summary Report Dates: 10/01/2022 - 10/31/2022 Page: 1 Nov 02, 2022 12:57PM

	Code	Description	Count	Amount	GL Account
Coi	urt Costs				
	AF	ATTORNEY FEE	1	23.34	
	CF	COLLECTION FEE	4	4.91	
	COSTS	COURT COSTS	5	276.26	
	COURT FEE	CF	1	100.00	
	DEF-ADJUD	DEF ADJUDICATION	1	115.00	
	LPF	LATE PAYMENT FEE	2	20.00	
	PA	PAYMENT ARRANGEMENT- FEE	2	5.23	
	SCF	SHOW CAUSE FEE	2	8.25	
	SUSP	SUSPENSION FEE	2	3.12	
	WF	WARRANT FEE	1	13.74	
	Total Court C	osts:	21	569.85	
Fin	es				
	FINE	FINE ASSESSED	1	56.59	
	GBD	GUILTY BY DEFAULT	9	474.00	
	GUILTY	FOUND GUILTY	21	1,793.17	
	Total Fines:		31	2,323.76	
Sur	charges				
	COUNTY	COUNTY ASSESSMENT	13	167.45	
	STATE	STATE ASSESSMENT	16	630.96	
	Total Surchar	ges:	29	798.41	
Una	applied				
		Unapplied payments	1	265.00	011095
	Total Unappli	ed:	1	265.00	
	Grand Totals:		82	3,957.02	

Page: 1

HARRISBURG MUNICIPAL COURT CITATION REPORT OCTOBER 2022

Nov 02, 2022 11:45AM

Report Criteria:

Agency	Case Number	Citation Numbers	Violation Date	Primary Offense	Location
LCSO	22-T-0249	218540	10/03/2022	DRIVING WHILE UNINSURED	699 TERRITORIAL ST/N 7TH ST HARRISBURG
LCS	22-T-0248	218542	10/03/2022	PASSING IN NO PASSING ZONE	899 DIAMOND HILL DR
СОНВ	22-M-0041	22-M-0041	10/05/2022	FAILURE TO APPEAR ON CRIMINAL CITATION	
СОНВ	22-M-0042	22-M-0042	10/05/2022	FAILURE TO APPEAR ON CRIMINAL CITATION	
COHB	22-M-0043	22-M-0043	10/05/2022	FAILURE TO APPEAR ON CRIMINAL CITATION	
COHB	22-M-0044	22-M-0044	10/05/2022	FAILURE TO APPEAR ON CRIMINAL CITATION	
COHB	22-M-0045	22-M-0045	10/05/2022	FAILURE TO APPEAR ON CRIMINAL CITATION	
LCSO	22-T-0250	218578	10/06/2022	VIOLATING BASIC RULE (11-20) OVER	720 S 6TH ST HARRISBURG
COBURG PD	22-T-0254	190440	10/08/2022	NO OPERATORS LICENSE	6TH ST & SOMMERVILLE LP
COBURG PD	22-T-0253	190441	10/08/2022	VIOLATING DESIGNATED SPEED 11-20 MPH	6TH ST & SOMMERVILLE LP
COBURG PD	22-T-0252	190442	10/08/2022	VIOLATING DESIGNATED SPEED 11-20 MPH	DIAMOND HILL RD & N 8TH ST
COBURG PD	22-T-0251	190443	10/08/2022	VIOLATING DESIGNATED SPEED 11-20 MPH	DIAMOND HILL RD & N 8TH ST
LCS	22-M-0040	218648	10/11/2022	SEXUAL ABUSE III	230 N 3RD ST
LCS	22-V-0002	218677	10/12/2022	DOG AS A PUBLIC NUISANCE	951 S. 9TH ST
LCSO	22-T-0255	218669	10/14/2022	FAIL TO REGISTER VEHICLE; FTC PROOF OF INS	100 N 2ND ST/SMITH ST HARRISBURG
LCS	22-T-0260	218684	10/15/2022	FAIL TO REGISTER VEHICLE	399 KESLING & S 4TH ST
LCSO	22-T-0256	218687	10/15/2022	FAIL TO CARRY PROOF OF INSURANCE	692 S 3RD ST HARRISBURG
LCSO	22-T-0268	218712	10/18/2022	FAILURE TO USE SAFETY BELT	1084 S 6TH ST HARRISBURG
LCSO	22-T-0257	218714	10/18/2022	VIOLATING DESIGNATED SPEED 11-20 MPH	799 DIAMOND HILL DR/N 8TH ST HARRISBURG
LCSO	22-T-0258	218715	10/18/2022	VIOLATING DESIGNATED SPEED 11-20 MPH	862 DIAMOND HILL DR HARRISBURG
LCSO	22-T-0259	218716	10/18/2022	VIOLATING BASIC RULE (11-20) OVER	707 DIAMOND HILL DR HARRISBURG
LCSO	22-T-0269	218726	10/19/2022	DRIVING WHILE UNINSURED; FT YIELD	899 S 6TH ST/SOMMERVILLE LOOP HARRISBURG
COBURG PD	22-T-0262	1766	10/21/2022	FAILURE TO OBEY TRAFFIC CONTROL DEVICE-SIGN	7TH & TERRITORIAL
COBURG PD	22-T-0263	190056	10/21/2022	VIOLATING DESIGNATED SPEED 11-20 MPH	DIAMOND HILL RD & N. 8TH ST
COBURG PD	22-T-0265	190058	10/22/2022	EXPIRED VEHICLE REGISTRATION	6TH ST & SOMMERVILLE LP
COBURG PD	22-T-0264	190059	10/22/2022	FAILURE TO OBEY TRAFFIC CONTROL DEVICE-SIGN	7TH ST & TERRITORIAL ST
COBURG PD	22-T-0266	190060	10/22/2022	VIOLATING DESIGNATED SPEED 11-20 MPH	6TH ST & SOMMERVILLE LP
COBURG PD	22-T-0267	C5303	10/23/2022	FAILURE TO OBEY TRAFFIC CONTROL DEVICE-SIGN	7TH ST & TERRITORIAL ST
COBURG PD	22-T-0261	1521	10/25/2022	VIOLATING DESIGNATED SPEED 11-20 MPH	N 9TH & DIAMOND HILL RD
COBURG PD	22-T-0271	1522	10/25/2022	FAILURE TO OBEY TRAFFIC CONTROL DEVICE-SIGN	7TH ST & TERRITORIAL
COBURG PD	22-T-0270	1523	10/25/2022	VIOLATING DESIGNATED SPEED 11-20 MPH	S. 6TH ST & SOMMERVILLE LP
LCSO	22-T-0272	218803	10/28/2022	DRIVE WHILE SUSPENDED/REVOKED; FTO TCD	276 SMITH ST HARRISBURG
COBURG PD	22-T-0273	C5304	10/30/2022	FAILURE TO OBEY TRAFFIC CONTROL DEVICE-SIGN	7TH ST & TERRITORIAL ST
COBURG PD	22-T-0274	C5305	10/30/2022	FAILURE TO OBEY TRAFFIC CONTROL DEVICE-SIGN	7TH ST & TERRITORIAL ST

Grand Totals:

34 CITATIONS ISSUED FOR A TOTAL OF 37 OFFENSES