



City Council Business Meeting Agenda
May 09, 2023
6:30 PM

Mayor: Robert Duncan
Council President: Mike Caughey
Councilors: Kimberly Downey, Robert Boese, 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 currently. The City asks 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.)

NEW BUSINESS

1. THE MATTER OF A PROCLAIMING MAY 2023 AS MENTAL HEALTH MONTH IN HARRISBURG

STAFF REPORT:

Exhibit A: Proclamation

ACTION: THE MAYOR WILL READ THE PROCLAMATION SETTING MAY AS MENTAL HEALTH MONTH IN HARRISBURG

2. THE MATTER OF HARRISBURG PUBLIC LIBRARY OUT OF CITY LIMIT STUDENT CARD PROGRAM

STAFF REPORT:

Exhibit A: Proposal to Provide Library Access to Students
Outside of City Limits

Exhibit B: Harrisburg School District 7J Boundary Map

Exhibit C: Out of District Card Data

ACTION: MOTION TO APPROVE THE OUT OF CITY LIMIT STUDENT CARD PROGRAM TO BE EFFECTIVE IMMEDIATELY

3. THE MATTER OF REVIEWING A DRAFT FRANCHISE AGREEMENT WITH BNSF RAILROAD FOR THE 4TH ST. - RAIL IMPROVEMENT PROJECT

STAFF REPORT:

Exhibit A: MOU – Approved 03.14.23

Exhibit B: Draft Franchise Agreement

ACTION: TBD

4. THE MATTER OF APPROVING AN INTERGOVERNMENTAL AGREEMENT (IGA) TO JOIN THE SMALL MUNICIPALITY ADVOCACY COALITION (SMAC)

STAFF REPORT:

Exhibit A: IGA for SMAC

ACTION: MOTION TO AUTHORIZE THE MAYOR TO SIGN THE IGA ON BEHALF OF THE CITY OF HARRISBURG

5. THE MATTER OF DISCUSSION IN RELATION TO RV'S AT THE WASTEWATER FACILITY

STAFF REPORT:

Exhibit A: Refer to 04.11.23 Minutes in the Consent List

Exhibit B: Brian Latta 2015 Memo in relation to critical infrastructure.

Exhibit C: Michele Eldridge 2022 Memo in relation to critical infrastructure.

ACTION: TBD

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.

6. THE MATTER OF APPROVING THE CONSENT LIST

STAFF REPORT:

Exhibit A: City Council Minutes from April 11, 2023

Exhibit B: Payment Approval Report for April 2023

Exhibit C: Out of State Travel for Lori Ross-PD 1

Exhibit D: Municipal Court Collections Report April 2023

Exhibit E: Municipal Court Citation Report April 2023

ACTION: MOTION TO APPROVE THE CONSENT LIST

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

The Minutes for the April 11, 2023 City Council Meeting

The Payment Approval Report for April 2023

Approve the Out of State Travel for Lori Ross to attend the Professional Development 1 being held in Tacoma Washington

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.

- 1. False Alarms**
- 2. Eagle Park Work Party-Design of Trail**
- 3. HB 5030-Capital Construction**
- 4. REAL Promotion**
- 5. Vacation**

OTHER ITEMS

ADJOURN

Agenda Bill
Harrisburg City Council
Harrisburg, Oregon

THE MATTER OF A PROCLAIMING MAY 2023 AS MENTAL HEALTH MONTH IN HARRISBURG

STAFF REPORT:

Exhibit A: Proclamation

**ACTION: THE MAYOR WILL READ THE PROCLAMATION SETTING
MAY AS MENTAL HEALTH MONTH IN HARRISBURG**

THIS AGENDA BILL IS DESTINED FOR: Agenda – May 9, 2023

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

STAFF RECOMMENDATION:

Staff recommends the Mayor set May as Mental Health Month in Harrisburg

BACKGROUND INFORMATION:

The Linn County Mental Health Advisory Board asks Mayor Duncan to approve a proclamation (**EXHIBIT A**) naming May 2023 as Mental Health Month in Harrisburg on an annual basis.

Dick Knowles is the Chairperson for the Linn County Mental Health Advisory Board. He has stated that they will try to have someone present for the reading of the Proclamation.

REVIEW AND APPROVAL:

Lori Ross 04/27/2023
Lori Ross Date
City Recorder



WHEREAS, mental health is essential to everyone’s overall health and well-being; and

WHEREAS, all Americans experience times of difficulty and stress in their lives; and

WHEREAS, promotion and prevention are effective ways to reduce the burden of mental health conditions; and

WHEREAS, there is a strong body of research that support user-friendly tools that all Americans can access to better handle challenges, and protect their health and well-being; and

WHEREAS, mental health conditions are real and prevalent in our nation; and

WHEREAS, with effective treatment, those individuals with mental health conditions can recover and lead full, productive lives; and

WHEREAS, each business, school, government agency, faith-based organization, health care provider, veteran’s groups and citizen have a responsibility to promote mental wellness and support prevention efforts; and

WHEREAS, Linn County, as well as the nation as a whole, is finally returning to normal after an infectious disease outbreak, it is important to remember that feeling anxious, confused, overwhelmed or powerless remain as common problems and are quite normal. By limiting media consumption, staying connected with loved ones and staying active we can maintain our mental health as we try to protect our physical health; and

WHEREAS, the Linn County Mental Health Advisory Board is emphasizing that there is no health without mental health by being involved with Public Service Announcements, Health Fairs, public speakers, and various trainings regarding mental health issues;

THEREFORE, I Mayor Robert Duncan, do hereby proclaim May, 2023 as Mental Health Awareness Month in Harrisburg. As the Mayor of Harrisburg, I also call upon the citizens, governmental agencies, public and private institutions, businesses, and schools in Harrisburg to recommit our community to increasing awareness and understanding of mental health, the steps our citizens can take to protect their mental health, and the need for appropriate and accessible services for all people with mental health conditions.

Proclaimed the 9th of May, 2023: _____
Mayor Robert Duncan

Attest: _____
City Recorder

Agenda Bill

Harrisburg City Council

Harrisburg, Oregon

THE MATTER OF HARRISBURG PUBLIC LIBRARY OUT OF CITY LIMIT STUDENT CARD PROGRAM

STAFF REPORT:

Exhibit A: Proposal to Provide Library Access to Students
Outside of City Limits

Exhibit B: Harrisburg School District 7J Boundary Map

Exhibit C: Out of District Card Data

ACTION: MOTION TO APPROVE THE OUT OF CITY LIMIT STUDENT CARD PROGRAM TO BE EFFECTIVE IMMEDIATELY

THIS AGENDA BILL IS DESTINED FOR: Agenda – May 9, 2023

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

LIBRARY BOARD RECOMMENDATION:

The Harrisburg Library Board has motioned to recommend the City Council Approve the Out of City Limit Student Card Program.

STAFF RECOMMENDATION:

Staff recommends the City Council Approve the Out of City Limit Student Card Program.

BACKGROUND INFORMATION:

Staff believes that allowing all students in the Harrisburg School Districts the same privileges regardless of whether they reside within city limits would be beneficial to the entire community. The Librarians have proposed **(EXHIBIT A)** that Harrisburg Public Library amend the policy to allow students, whether they are home schooled, enrolled in a private school, or attending one of Harrisburg's public schools and live outside of city limits, be allowed to receive a limited-access card free of charge.

As of this meeting, there are 75 students that attend one of Harrisburg's schools that are on the rural bus route due to living outside of city limits. We are unsure about the number of students that are home schooled or enrolled in private education that live within the Harrisburg School boundary but outside of city limits **(EXHIBIT B)**. To get a better understanding of the possible number of students, and subsequent families, that would benefit from this program we have compiled data **(EXHIBIT C)** to show the

number of out of city cards that have been issued since 2017. There are 56 cards issued to nonresident patrons as of May 1, 2023. Allowing all students access to the library should not have a negative financial impact.

The Library Board has also recommended that the fee for out of city limit cards be increased from \$20 to \$30 to help offset any possible loss of revenue from approving this program. This will bring Harrisburg closer to what other libraries in the county are currently charging for non-resident cards. Junction City charges \$50 per household and Brownsville charges \$30 per household.

REVIEW AND APPROVAL:

Cathy Nelson 05/01/2023
Cathy Nelson Date
Library Supervisor

Proposal to Provide Library Access to Students Outside of City Limits.

(Approved by the Harrisburg Library Board March 7, 2023)

Harrisburg students who live outside of city limits do not have free access to the Harrisburg Public Library without paying out of pocket. This cost may be prohibitive for many. The library would love to provide a cost-free, limited access student card to promote literacy and equity for students within the Harrisburg school district. This will promote Harrisburg student's sense of community engagement and may promote academic success.

Implementation: By registering non-city resident students (including homeschool and private school) under the student category that is already within our operating system. Schoolchildren ages 5-18 would be given a limited access card giving them the use of Libby (a platform for audiobooks and e-books) and 10 checked out library items. This card would not include inter-library loans, DVD's, Library of Things, or video games.

One concern may be the lost revenue from out of City library card fees.

Raising the cost of library cards to \$30 will help offset this loss. It is already past time to raise library card fees with our addition of Libby. Also, if non-residents are already choosing to not purchase a library card due to financial concerns, then ultimately there is no loss.

Another potential concern is that we might lose library materials that could be difficult to get back. Late fees would not be a concern, but lost or damaged

items could be. To address this, if a student falls into bad library practices, their account can be blocked until issues are resolved.

By implementing this new policy to expand our student demographic, the library would see an increase in use and create more of a presence in the community. Also, this is a chance to provide resources to Harrisburg's underprivileged students. Referencing the book, Oregon by the Numbers 2022 edition, child poverty levels within Linn County is 14.2%. Also 31.6% of Linn County's population is rural and 41% of Linn County households are in financial hardships.

Implementing this new proposed policy change would also increase library volunteer opportunities, as new families start to use the library. Reaching Linn County's rural residents within Harrisburg's school district would provide more access to human resources. For example, there might be volunteers to help with programs like craft club, cooking club, or even teaching foreign languages to patrons. As we open our library to new patrons, imagine the possibilities!

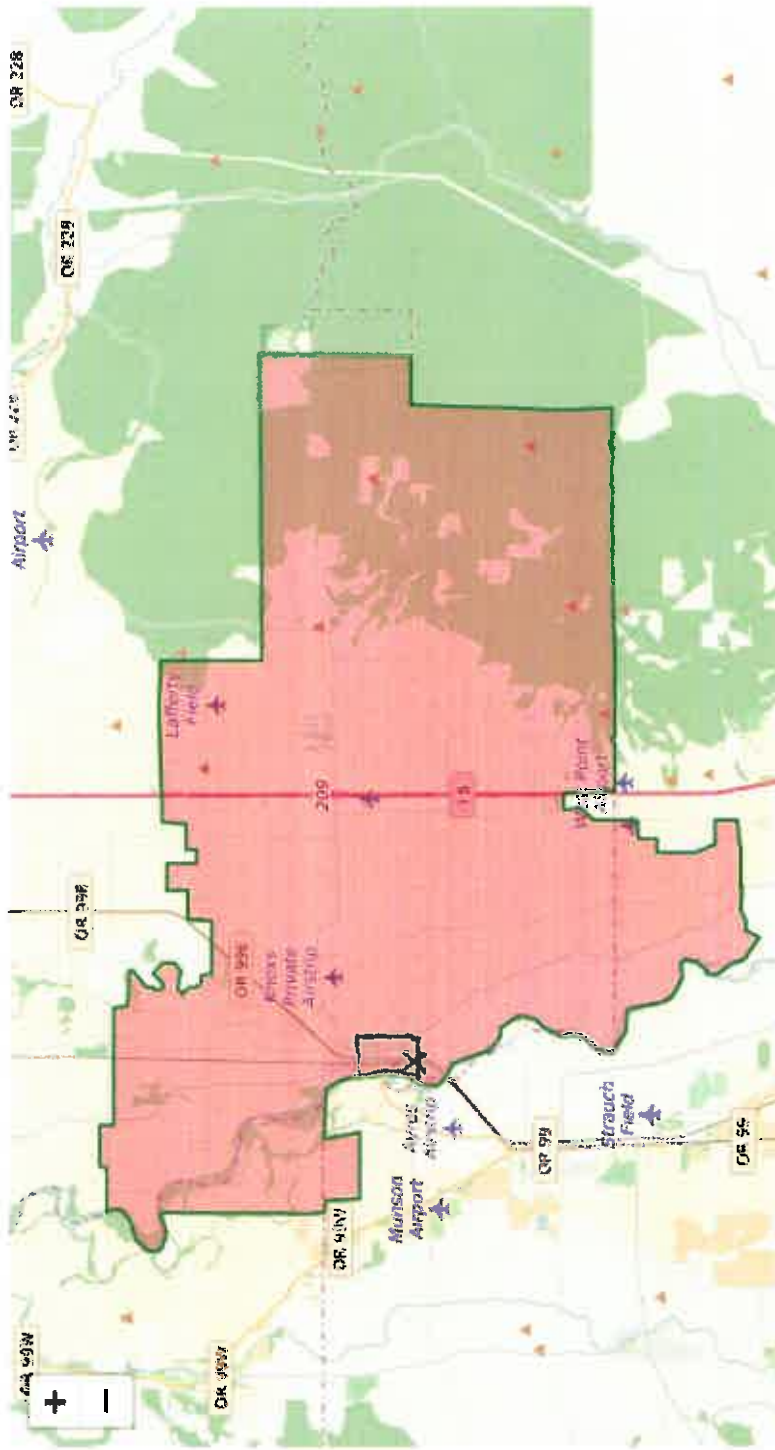
Thank you for your time and consideration of this proposal.

Sincerely,

Amanda Pelkey & Edith Carter

Harrisburg Librarians

Harrisburg School District 7J Boundary Map



OK, so here I'm using some of the above figures, plus some others that don't fit well or make sense in a display like that... to derive an estimate of how many were created or renewed each of the past few years:

2017	22
2018	23
2019	15
2020	20
2021	5
2022	0

Created in 2017 = 14

Created prior to 2017, and still current (likely renewed in 2017) = 14 Created prior to 2017, but expired between 2018 and 2023 (also likely renewed in 2017) = 22 Total 2017 = 50

Created in 2018 = 12

Created prior to 2018, and still current (likely renewed in 2018) = 15 Created prior to 2018, but expired between 2019 and 2023 (also likely renewed in 2018) = 23 Total 2018 = 50

Created in 2019 = 17

Created prior to 2019, and still current (likely renewed in 2019) = 17 Created prior to 2019, but expired between 2020 and 2023 (also likely renewed in 2019) = 15 Total 2019 = 49

Created in 2020 = 5

Created prior to 2020, and still current (likely renewed in 2020) = 19 Created prior to 2020, but expired between 2021 and 2023 (also likely renewed in 2020) = 20 Total 2020 = 44

Created in 2021 = 10

Created prior to 2021, and still current (likely renewed in 2021) = 23 Created prior to 2021, but expired between 2022 and 2023 (also likely renewed in 2021) = 5 Total 2021 = 38

Created in 2022 = 19

Created prior to 2022, and still current (likely renewed in 2022) = 33 Total 2022 = 52

Same, just those totals created & renewed for each year:

Total 2017 = 50

Total 2018 = 50

Total 2019 = 49

Total 2020 = 44

Total 2021 = 38

Total 2022 = 52

Note that those are estimates only, and cannot be considered 100% accurate... they rely on an assumption that patrons never miss a year of renewing their nonresident cards. Which I know from experience is a thing patrons sometimes do. Might not be common, but it does happen.

2.

Total active nonresident patrons as of Jan 1 2023: 53 Total active nonresident patrons as of today: 56

Anywho, that's what I have, and what I've been able to figure out for now. Please pass whatever parts of it along to Cathy that she'd want, if you think they fit what you're lookin for. And let me know otherwise if they don't, or if you have followup questions.

The numbers look remarkably consistent year to year, to me. There's an obvious pandemic dip in them, but otherwise... while gaining and losing some every year, it mostly hovers right around 50 or so.

Cheers
Jeremy

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Agenda Bill

Harrisburg City Council

Harrisburg, Oregon

THE MATTER OF REVIEWING A DRAFT FRANCHISE AGREEMENT WITH BNSF RAILROAD FOR THE 4TH ST. - RAIL IMPROVEMENT PROJECT

STAFF REPORT:

Exhibit A: MOU – Approved 03.14.23

Exhibit B: Draft Franchise Agreement

ACTION: TBD

THIS AGENDA BILL IS DESTINED FOR: Agenda – May 9, 2023

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

STAFF RECOMMENDATION:

Staff recommends City Council review the draft Franchise Agreement, and determine if any changes are needed

BACKGROUND INFORMATION:

At the meeting on March 14, 2023, the City Council approved a MOU (Memorandum of Understanding - **Exhibit A**) with BNSF, to address steps that the City and BNSF are currently taking in relation to the construction of the 4th St./Rail Improvement Project. The current franchise agreement was extended to June 30, 2023 based on their acceptance of the MOU.

After approval of the MOU, City Attorney Jim Brewer prepared a 3-year Franchise Agreement and provided it to Staff. City Staff, (City Administrator, City Recorder, Public Works Director, Finance Officer, and City Engineer) met to review the agreement, and modified it slightly. That has been further reviewed and refined by the City Attorney. The final version is shown in **Exhibit B**. Our intent is to review, and complete the agreement by both parties by the deadline of June 30, 2023 if possible; but that can be extended for a short period of 90-days, providing that both parties are still collaborating on that new franchise agreement.

This agreement has been provided to the Attorney with BNSF, who will be reviewing it in case there is anything in here that they don't agree with. We've used the original franchise agreement as a starting point, so it will be somewhat familiar to the City Council. Here are some of the highlights to changes in the agreement:

- Term: We've stated that the agreement is for only three years, unless the agreement is lawfully terminated, and have added that if the construction has the City of Harrisburg engineering/design standards approved in writing, then we can extend the agreement to a period of 20 years. BNSF wanted 25 years, but we felt that 20-years is the current precedent.
- All of Section 3 is in relation to the 3-year construction period. This part reiterates who is responsible for each type of construction. We did add section 3.2(c), which addresses that if the City was to file a grant that benefited BNSF, that BNSF would need to provide the City with match funds up to that same amount.
- Section 3.3 was very careful to address how long this project should take. It is also careful to allow that an extension of time, or in the case of the City not accepting the work that is done, will likewise delay the automatic extension.
- Section 3.4 requires monthly meetings during the construction period.
- Section 4.1 D is changed to reflect that the City owns the right of way, and 4.1 E was added to refer to the transit conflict code we added to the City's development code.
- Also in Section 4.4 is communication; the new agreement does specify an annual meeting, after the 20 year franchise agreement kicks in. That meeting can be held in several different ways.
- In Section 5.1 A, the City Attorney suggested no franchise fee be charged while the rail lines are under construction. Staff was willing to work with that, but only as it applies to the rail lines itself, and not the additional construction. As we are certain that the rail lines will be replaced very, very quickly by BNSF, we decided it was better to leave it at the current fee structure.
- Also in Section 5.1 B, based on when we thought the new agreement was going to kick in, we increased the franchise fee to \$20,000 per year to start, with an annual increase based on the construction cost index for Seattle, Washington, as reported in the Engineering News Record for the prior 12-month period.
- Section 6 allows for the railroad to provide us with as-builts, since we shouldn't have to wait for these to be provided to us. BNSF may not agree with this, because it's highly unusual for them, and definitely not something they have to deal with in the majority of all the cities that they work with. We've based this language on the fact that any contractor in a subdivision is required to provide us with their as-builts, and the work is being done in our right-of-way.

The City Attorney was reminding the BSNF Attorney that they are responsible for working on the construction agreement. We still need to know the cost of construction for the rail project, inner curbing, and road paving, in order to determine what grants might be accessible. Staff will share more information in relation to the capital requests that we submitted to Salem at the meeting.

The City Council should review the information in the 3-year agreement, and let Staff know if it meets their expectations. As BSNF is also reviewing this, they may have other changes that they'd like to make. After both sides have a chance to review,

tweak, and suggest additions and/or negotiate with each other, Staff will eventually return with a final agreement, hopefully, prior June 30, 2023.

REVIEW AND APPROVAL:

A handwritten signature in blue ink, appearing to read "Michele Eldridge", with a long horizontal flourish extending to the right.

05.02.23

Michele Eldridge Date
City Administrator

**Memorandum of Understanding
BNSF Railway Company – City of Harrisburg**

Parties to the agreement are:

BNSF Railway Company (“BNSF”), a Delaware Corporation registered to do business in Oregon and the City of Harrisburg (“CITY”), an Oregon Municipal Corporation. Both organizations together, are identified in this memorandum as the “Parties.”

Relationship:

By ordinance, the City granted BNSF a franchise to place railway facilities within City owned street right of way along Fourth Street. The franchise was scheduled to expire on June 30, 2022. The City informed BNSF it was not willing to enter into a new franchise because of the deteriorating condition of the right of way along Fourth Street. The City and BNSF have met a number of times to discuss and collaborate and are continuing to work toward a resolution that will allow repair of the street and a longer duration franchise. Based on this progress, the City extended the duration of the current franchise until midnight on June 30, 2023. The Parties have met most recently to discuss initial conceptual design proposals, and the requirements to involve the Oregon Department of Transportation – Rail Division, and to develop engineered plans for a functioning shared right of way that will serve passenger vehicles, public safety vehicles, pedestrians, and the railroad.

Purpose:

This memorandum provides a general statement of the next steps the Parties expect to take towards a new franchise agreement with a longer-term duration.

Once the MOU has been signed by both parties, the City will start work on a 3-year agreement, that will take into consideration the following:

1. During the 2023 calendar year, the Parties will refine the plans for the 4th Street Franchise area, which may require adjustments to City standards regarding driving lane widths, identification of crossings that will be closed, and discussion with the Fire District to address needs for emergency vehicles.
2. The Parties will meet with ODOT Rail as necessary to approve street crossings and closing crossings.
3. The Parties will share an engineering estimate of the costs for the project.
4. In concept the parties expect to pay for the work in the following manner:
 - a. The City will be responsible for paying for the work required to install curbs, gutters, and sidewalks along the frontage of property adjoining 4th Street for the length of the project.
 - b. BNSF will be responsible for paying for the work required to make any improvements to the railbed, install the curbs around the rail bed and pave from the curb around the railbed to the street curb and gutter, and install street crossings that meet ADA standards.
5. The Parties will collaborate on any grant applications as may be necessary or most advantageous for one or both Parties to fund all or part of the project.

6. The Parties anticipate that the project will take 3 years (including 1 year for final engineering/design, 1 year for construction and 1 year for contingency/delay).
7. The Parties anticipate that the City will grant a franchise for a three-year period to cover the time of construction, with the City granting a long-term franchise upon completion and acceptance of the project. The City will provide the initial franchise agreement language for review and the parties shall enter into the agreement no later than June 30, 2023. If additional time is needed for this collaboration, the parties could agree to extend the agreement for a shorter period, not to exceed an additional 90-days.
 - a. Both the three year and the long-term franchise are expected to include terms regarding on going communication and meetings.
 - b. The long-term franchise is expected to include terms assigning maintenance obligations between the parties balanced with the amount of the franchise fee.
 - c. Work on the project must be done in a way that reduces interference with neighboring property owners where possible.

Modification, Termination and other conditions

- Any modification to this memorandum must be approved by both Parties in writing.
- Either party may terminate its involvement at any time by providing a 30-day written notice to the other party.

This MOU becomes effective when signed by both Parties and will remain in effect until modified or terminated.

For BNSF Railway

Joyia E. Nevels
Signature

Joyia E. Nevels
Name

Manager Real Estate
Title

3/21/2023
Date

For City of Harrisburg

Kim Downey
Signature

Kim Downey
Name

Pro tem Council President
Title

3-14-23
Date

ORDINANCE NO. _____

AN ORDINANCE RENEWING THE FRANCHISE OF THE BNSF RAILWAY COMPANY FOR THE PLACEMENT OF RAILWAY FACILITIES WITHIN THE CITY OF HARRISBURG, STATE OF OREGON, AND SUPERCEDING ORDINANCE No's. ~~464798~~ AND ~~998~~, AND TO DECLARE AN EMERGENCY.

WHEREAS, the CITY OF HARRISBURG has determined it is appropriate and in the best interests of the public to allow The BNSF RAILWAY COMPANY the nonexclusive privilege of using the Fourth Street public way to construct and maintain private commercial facilities within the corporate limits of the City; now, therefore,

THE CITY OF HARRISBURG ORDAINS AS FOLLOWS:

SECTION 1: Definition of Terms

1.1 Terms. For the purpose of this Franchise, the following terms, phrases, words, and abbreviations have the meanings ascribed to them below. When not inconsistent with the context, words used in the present tense include the future tense, words in the plural number include the singular number, and words in the singular number include the plural number:

- A. **"City"** means the City of Harrisburg, Oregon, or the lawful successor, transferee, or assignee thereof.
- B. **"Grantee"** means The BNSF Railway Company or the Grantee's lawful successor, transferee, or assignee.
- C. **"Franchise Area"** means the areas illustrated in Exhibit A, incorporated by this reference as part of this Franchise, located within the corporate boundaries of the City of Harrisburg and generally within the Fourth Street Public Way.
- D. **"Person"** means an individual, partnership, association, joint stock company, trust, corporation, or governmental entity.
- E. **"Public Way"** means the public streets, highway, bridges, alleys, courts, sidewalks, parkways, lanes, public ways, drives, circles, or other public rights-of-way, including, but not limited to, public utility easements, dedicated utility strips, or rights-of-way dedicated for compatible uses by the CITY or the general public as Fourth Street, including any cross streets or intersections, now or hereafter held by the City.
- F. **"Rail Facilities"** means all railroad and associated structures owned by Grantee for use by Grantee in providing rail services that are located in the Public Way.

SECTION 2: Grant of Franchise

2.1 Grant. The City grants the Grantee a nonexclusive Franchise which authorizes the Grantee to use a public way within the Franchise Area to construct and maintain rail facilities and related structures.

2.2 Other Ordinances. Every term, provision or condition of this Franchise is subject to the provisions of State law, Federal law, the Charter of the City of Harrisburg, and the ordinances and regulations enacted pursuant to these laws as provided in this section. The City may amend and add to these regulations from time to time. Grantee shall promptly comply with these regulations.

A. The Grantee agrees to comply with the terms of any lawfully adopted generally applicable local ordinance or regulation pursuant to the provisions of State law, Federal law, or the Charter of the City of Harrisburg. ~~To~~ the extent that the provisions of the ordinance are not preempted by federal and/or state law. The City may adopt such additional generally applicable regulations related to the use, construction, maintenance and operation of Grantee's Railway System within the public way as the City may find necessary in the exercise of its police powers or for the orderly development of the City (including but not limited to zoning, land use, historic preservation ordinances, safety or construction standards, and other applicable requirements). Neither the City nor the Grantee may unilaterally alter the material rights and obligations set forth in this Franchise during its term.

2.3 Term. The Franchise granted in this agreement shall be for an initial term of three (3) years commencing July 1, 2023, unless otherwise lawfully terminated in accordance with the terms of this Franchise. During the initial term, the Parties have additional terms for completion of reconstruction of the Franchise Area. If the parties have successfully completed the requirements of Section 3 on or before June 30, 2026, or as otherwise agreed to through any written extension executed by both parties, upon the City's written acceptance of the work by Grantee, this franchise will automatically extend for 20 years under the terms and conditions set out in Sections 1, 2, 4, 5, 6, 7 and 8.

SECTION 3: Additional Standards of Service June 30, 2023 to June 30, 2026

3.1 Initial Three Years. For the initial term of this franchise, from July 1 2023 through June 30, 2026, the Parties intend to reconstruct the street, curb, gutter, crossings, and railways within the Franchise Area.

3.2 General Description/Incorporation of MOU. The parties acknowledge and by this reference incorporate the Memorandum of Understanding and executed by BNSF Railway on March 21, 2023 as Exhibit B. In summary, the parties will refine and complete plans for the 4th Street Franchise Area, obtain estimates, and divide the work to rebuild the Franchise Area so that the City is responsible for paying for the work required to install curbs, gutters, and sidewalks along the frontage of property adjoining 4th Street for the length of the project. BNSF will be responsible for paying for the work required to make improvements to the railbed, install curbs around the rail bed and pave from the curb around the railbed to the street curb and gutter, and install street crossings that meet ADA standards.

A. The parties acknowledge and by this reference incorporate the construction contract and related documents and schedules executed by the parties as Exhibit C, which sets forth the requirements and duties of the parties, the timeline for construction, and the tasks each party is to perform or complete during the initial three years of this agreement.

B. During the initial three years of this agreement, where any conflict arises between the express terms of this franchise document and incorporated terms from any Exhibit or between Exhibits, the conflict must be resolved in a manner that is consistent with the general understanding of the parties set out in Exhibit B.

B-C. If the City obtains a grant to fund this project that reduces the amount BNSF Railway would otherwise be required to pay under this agreement, BNSF Railway will cooperate in applying for the grant and will provide matching funds up to an amount that equals the reduction from the amount BNSF Railway would otherwise be required to pay.

3.3 Project Duration and Plan. The parties anticipate that the project will take the entire three years from June

Commented [ME1]: You and I had discussed the fact that if a grant is obtained that covers both projects, and especially if it provides them with monetary relief from their obligations, that we would be within our rights to ask them to cover the match requirement from any grant received. I can't think of way to state that here, and I think we could say that Section 5 in the MOU, and the term 'collaboration', would cover this. FYI, if you don't think Section 5 in the MOU will accomplish this.

Commented [JB2R1]: Let's see if C works for that.

Commented [ME3R1]: I like that! Thanks Jim

Commented [ME4]: Would this be a good place to offer a deferral option? We had talked about the possibilities of BNSF providing the money to the City for us to coordinate the paving and inner curb work being done. Do you think we should be talking about that option in this document, or a separate one?

Also, if they do decide to provide us with this, we need to make sure that they include Bacon/Davis Wages if Federal Funding comes into play.

Commented [JB5R4]: I think we've framed this in terms of who is responsible for paying for the work, not for actually doing the work. I would think the prevailing wage of Bacon Davis requirements will need to be in construction documents.

30, 2023 until June 30 2026. The first year is expected to be required for final engineering and design, the second year for construction, and the third year for contingencies and delays. The parties may, by agreeing upon a written addendum to this Franchise, add to the duration of the project beyond the initial three years as the parties may require for successful completion of the project. Any addition of time to the initial three years extends the time for the parties to complete and for the City to accept the Grantee's work, so that an automatic extension of this ~~Franchise, as~~ Franchise, as contemplated by paragraph 3.5, does not commence until the work is complete and accepted.

3.4 Communications. The parties will meet as often as necessary to coordinate the work, but not less ~~than monthly~~ than monthly during this initial three years. The meetings may be telephonic, remote, or in person, and the agenda may be as substantive as the parties ~~need, but~~ need but must include a status check by both parties. Written notes of the meeting will be provided to both parties describing actions ~~taken~~ taken, decisions made and next steps. Meetings will be coordinated by the persons designated by each party as the contact in Section 8 of this Franchise. Change of a contact person required written notice to the other party. Meetings by engineers, construction meetings and similar events satisfy this requirement if written notes of the meeting are provided to the contact persons set out in Section 8.

3.5 Automatic Extension. Consistent with the terms of Section 2.3, upon the successful completion of the initial three years of this franchise, and acceptance of the Grantee's work, this Franchise will automatically extend for 20 years.

SECTION 4: Standards of Service after June 30, 2026

4.1 Conditions of Use.

A. Grantee shall have the right to construct and maintain standard gauge railway tracks, ~~either single or double~~, and other such connections and other equipment as Grantee may deem necessary or convenient, in Grantee's sole discretion, and to operate cars thereover, and to transport passengers, freight, mail, baggage and express upon Fourth Street as it extends through the Franchise Area of the City, ~~with~~ with the right and privilege of crossing all intervening streets, at grade or otherwise, alleys and sidewalks, and also the right and privilege of constructing and maintaining such wyes, frogs, switches, curves and connections as the Grantee may deem necessary or convenient, in Grantee's sole discretion.

B. The rail facilities may include, but are not limited to, sidetracks, switches and other equipment to connect to facilities on private property.

C. For ~~single or double~~ track construction, the track or tracks must be constructed as near the center of the street as reasonably practicable.

D. City owns the right-of-way on 4th St., therefore the Grantee has a duty to construct its rail facilities in such a manner as to not reasonably interfere with utilities located within Grantee's construction area. Grantee is required to provide City with a right-of-way permit prior to any construction work on 4th St., and Grantee is liable for any damage to any utilities, paving, and other public infrastructure, to the extent such damage is proximately caused by Grantee's construction of its facilities, and Grantee had knowledge, or should have known following standard utility locate procedures, of the presence of such utilities at the time of construction.

Commented [ME6]: I had a brief discussion with staff about whether we should remove 'double' from the language, as the ROW on 4th St. wouldn't be wide enough to allow for double. Perhaps the point is moot, and doesn't hurt to leave it in because the infrastructure doesn't support it? The 4th St. Public Way, or at least the segment we are referring to is generally from Territorial St. to LaSalle St. There are double segments of track on the BNSF line in Harrisburg, but not on 4th St. (North of Territorial St., it separates, and a spur crosses Territorial to the property owner on the east side of 4th. , South of LaSalle, a spur separates and also goes to the east to the AG plant, and further south, to the west to CHS.

Commented [JB7R6]: This is carryover from the prior Franchise, and I think it probably is boilerplate from some other agreement. I'm inclined to remove it.

E. ~~Construction work performed by the Grantee must follow the guidelines as shown in HMC Chapter 18.85, and must adhere to roadway transportation design and safety standards, as well as ADA standards, when applying railroad geometrical design standards.~~

F. ~~Grantee has a duty to construct its rail facilities in such a manner as to not reasonably interfere with utilities located within Grantee's construction area, and Grantee is liable for any damage to any utilities to the extent such damage is proximately caused by Grantee's construction of its facilities, and Grantee had knowledge, or should have known following standard utility locate procedures, of the presence of such utilities at the time of construction.~~

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If Grantee ceases to use the Franchise Area for a twelve (12) month period and the track is formally abandoned by the governmental body having jurisdiction to do so, upon 120 days written notice to Grantee, City may require Grantee to remove the rail facilities and restore the public way at Grantee's sole expense. If Grantee fails to remove the rail facilities and restore the public way within the 120- day period, City may, at its option and in its sole discretion, remove the rail facilities from the public way and require Grantee to pay for the full cost of removal and restoration of the public way, or City may assume possession and ownership of the facilities.

- i. For purposes of this franchise, the public way is considered to be restored when the road bed, road surface, curbs, gutters and vehicular and pedestrian crossings meet the City of Harrisburg standards for City streets with the same classification in the version of the City of Harrisburg Transportation System Plan in place at the time of abandonment or the final construction documents agreed upon by the parties during the initial three years of this Franchise, whichever the City of Harrisburg determines is in the best interest of the public.

4.2 Preservation of Public Ways.

A. If during the course of the Grantee's construction, operation, or maintenance of the rail facilities there occurs any damage of the public way within the Franchise Area where such damage is proximately caused by the operation of the Grantee's Franchise, Grantee has a duty to replace and restore the public way to a condition reasonably comparable to the condition of the public way existing immediately prior to the damage. In the event Grantee fails to restore the public way to a condition reasonably comparable to the condition existing immediately prior to such damage, the City may restore or cause to restore the public way at the expense of Grantee; provided, that the City provides Grantee with reasonable notice to restore, and Grantee fails to restore such public way within the time period given by the City.

B. Grantee must construct and maintain rail tracks so as to conform to the grade of streets to the extent the same is reasonably practicable and in such manner as to not materially interfere with the public use of the streets

- i. Construction documents jointly approved by the parties are conclusive proof that rail tracks are reasonably practicable and do not materially interfere with the public use of the streets.

4.3 Safety Requirements. Construction, operation, and maintenance of the rail facilities must be performed in accordance with applicable federal laws and regulations.

4.4 Communications. After the first three years, the parties will meet not less than on quarterly an annual basis during the duration of the Franchise. The meetings may be telephonic, remote, or in person, and the agenda may be as substantive as the parties ~~need, but need but~~ must include a status check by both

parties. Written notes of the meeting will be provided to both parties describing actions taken, decisions made, and next steps. Meetings will be coordinated by the persons designated by each party as the contact in Section 8 of this Franchise. Change of a contact person requires written notice to the other party.

SECTION 5: Regulation by the City

5.1 Franchise Fee.

- A.** For the first three years of the Franchise, the Grantee is required to pay to the City a fee of \$13,000 ("Franchise Fee") equal to \$5.90 per lineal foot of rail facilities, with the Franchise Fee increasing annually by 3% each July 15th, with the first increase on July 1, 2024. The Franchise Fee payment must be paid annually, by August 1st of each year, beginning August 1, 2023. If there is less than a full year at the start or conclusion of the franchise agreement, the Franchise Fee will be prorated during those periods. If the amount of lineal rail foot should change under this agreement, the Franchise Fee will be adjusted accordingly.
- B.** Beginning the Fourth year of this Franchise (August 1, 2026) the Franchise Fee will increase to \$9.00 per lineal foot or \$20,000 per year. For each following year, the Fee will be increased annually by the amount of increase in the construction cost index for Seattle Washington as reported in the Engineering News Record (ENR) for the prior 12-month period.
- C.** The payment of the Franchise Fee will not be credited toward the payment of property taxes or payments in lieu thereof, nor any tax adopted by the City, nor credited toward any permit fees required by the Harrisburg code.
- D.** Limitation on Franchise Fee Actions. The period of limitation for recovery of any Franchise Fee payable under this Franchise will be four (4) years from the date on which payment by the Grantee is due.

5.2 Transfer of Franchise. The Grantee's right, title, or interest in the Franchise must not be sold, transferred, assigned, or otherwise encumbered, other than to an entity controlling, controlled by, or under common control with the Grantee, without the prior consent of the City, such consent not to be unreasonably withheld. No such consent will be required, however, for a transfer in trust, by mortgage, by other hypothecation, or by assignment of any rights, title, or interest of the Grantee in the Franchise in order to secure indebtedness. Within thirty (30) days of receiving a request for transfer, the City must notify the Grantee in writing of any additional information it reasonably requires to determine the legal, financial and technical qualifications of the transferee.

If the City has not taken action on the Grantee's request for transfer within one hundred twenty (120) days after receiving such request, consent by the City will be deemed given, unless the requesting party and City agree to an extension of time.

SECTION 6: Books and Records

~~Grantee must maintain provide City with "as built" drawings for the rail facilities at Grantee's City's business office, and office and make them available to the City for inspection during normal business hours upon written request by City shall provide the City with any as-built updated records made during maintenance and repair work.~~

SECTION 7: Enforcement and Termination of Franchise

7.1 Notice of Violation. In the event that the City believes that the Grantee has not complied with the

Commented [ME8]: Because the City owns the ROW, we think that they should be providing us with the As-Built for the work that they do on the rails, the same as we do with any developer of subdivisions here in town. Please let me know if you feel that this is not workable.

terms of the Franchise, the City must informally discuss the matter with Grantee. If these discussions do not lead to resolution of the problem, the City must notify the Grantee in writing of the exact nature of the alleged noncompliance.

7.2 The Grantee's Right to Cure or Respond. The Grantee will have thirty (30) days from receipt of the notice described in Section 7.1: (A) to respond to the City, contesting the assertion of noncompliance, or (B) to cure such default, or (C) in the event that, by the nature of default, such default cannot be cured within the thirty (30) day period, initiate reasonable steps to remedy such default and notify the City of the steps being taken and the projected date that they will be completed.

7.3 Public Hearing. In the event that the Grantee fails to respond to the notice described in Section 7.1 pursuant to the procedures set forth in Section 7.2, or in the event that the alleged default is not remedied within thirty (30) days or the date projected pursuant to 7.2(C) above, if it intends to continue its investigation into the default, then the City must schedule a public hearing. The City must provide the Grantee at least ten (10) days prior written notice of such hearing, which specifies the time, place and purpose of such hearing, and provide Grantee the opportunity to be heard.

7.4 Enforcement. Subject to applicable federal and state law and other remedies expressed in this Franchise, in the event the City, after the hearing set forth in Section 7.3, determines that the Grantee is in default of any provision of the Franchise, the City may:

- A. Seek specific performance of any provision, which reasonably lends itself to such remedy, as an alternative to damages; or
- B. Commence an action at law for monetary damages or seek other equitable relief.

7.5 Force Majeure. The Grantee shall not be held in default under, or in noncompliance with, the provisions of the Franchise, nor suffer any enforcement or penalty relating to noncompliance or default, where such noncompliance or alleged defaults occurred or were caused by circumstances reasonably beyond the ability of the Grantee to anticipate and control.

SECTION 8: Miscellaneous Provisions

8.1 Actions of Parties. In any action by the City or the Grantee that is mandated or permitted under the terms of this Franchise, the party must act in a reasonable, expeditious, and timely manner. Furthermore, in any instance where approval or consent is required under the terms of this Franchise, such approval or consent shall not be unreasonably withheld.

8.2 Entire Agreement. This Franchise and its incorporated attachments constitute the entire agreement between the Grantee and the City. Amendments to this Franchise must be mutually agreed to in writing by the parties.

8.3 Notice. Unless expressly otherwise agreed between the parties, every notice or response required by this Franchise to be served upon the City or the Grantee must be in writing, and will be deemed to have been duly given to the required party when placed in a properly sealed and correctly addressed envelope: a) upon receipt when hand delivered with receipt/acknowledgment, b) upon receipt when sent certified, registered mail, or c) within ~~five~~**seven to ten** (57-10) business days after having been posted in the regular mail.

The notices or responses to the City must be addressed as follows:

City of Harrisburg
City Administrator
P.O. Box 378
Harrisburg, OR 97446-0378

The City’s designated Contact Person is:

The notices or responses to the Grantee must be addressed as follows:

BNSF Railway Company

The Grantee’s designated Contact Person is:

The City and the Grantee may designate such other address or addresses from time to time by giving notice to the other in the manner provided for in this Section 8.3.

8.4 Descriptive Headings. The captions to sections contained in this Franchise are intended solely to facilitate the reading thereof. Such captions will not affect the meaning or interpretation of the text in this Franchise.

8.5 Severability. If any section, sentence, paragraph, term, or provision of this Franchise is determined to be illegal, invalid, or unconstitutional, by any court of competent jurisdiction or by any state or federal regulatory authority having jurisdiction over the issue, such determination will have no effect on the validity of any other section, sentence, paragraph, term or provision hereof, all of which will remain in full force and effect for the term of the Franchise.

8.6 Effective Date. Inasmuch as this ordinance is necessary for the immediate preservation of the peace, health and safety of the City of Harrisburg, Oregon, an emergency is hereby declared to exist and this ordinance and Franchise will be in full force and effective as of _____, 2023, pursuant to the provisions of applicable law. This Franchise shall expire on _____, 2026_____, unless extended automatically under the terms of this agreement or as otherwise set out in writing as a by the mutual agreement of the parties.

INTRODUCED AND ADOPTED by the City Council of the City of Harrisburg and signed by me in authentication of its passage on this _____ day of _____, 2023.

CITY OF HARRISBURG, OREGON

By: _____
Mayor Robert Duncan~~City Administrator~~

ATTEST:	APPROVED AS TO FORM:
_____	_____
City Recorder	City Attorney

Accepted this ____ day of _____, 2023, subject to applicable federal, state and local law.

THE BURLINGTON NORTHERN AND SANTA FE RAILWAY COMPANY

By: _____
Its: _____

Agenda Bill

Harrisburg City Council

Harrisburg, Oregon

THE MATTER OF APPROVING AN INTERGOVERNMENTAL AGREEMENT (IGA) TO JOIN THE SMALL MUNICIPALITY ADVOCACY COALITION (SMAC)

STAFF REPORT:

Exhibit A: IGA for SMAC

ACTION: MOTION TO AUTHORIZE THE MAYOR TO SIGN THE IGA ON BEHALF OF THE CITY OF HARRISBURG

THIS AGENDA BILL IS DESTINED FOR: Agenda – May 9, 2023

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

STAFF RECOMMENDATION:

Staff recommends City Council authorize the Mayor to sign the IGA

BACKGROUND INFORMATION:

During the meeting held on April 11, 2023, the City Council heard a presentation from Staff, Lobbyist Sean Tate of Tate Public Affairs, and the Brownsville City Administrator Scott McDowell, inviting the Harrisburg City Council to join the organization that is the Small Municipality Advocacy Coalition (SMAC). The City Council voted unanimously to join SMAC at that meeting.

Initially, the Coalition will be a group of the founding six cities, which includes the cities of Brownsville, Monroe, Halsey, Scio and Sodaville. Other cities across the state are interested in joining the organization as well, so we will be determining how we will move forward from the six cities that are the original group that joined with us, and started this movement. We've used the same format for this agreement that we have previously used with the MVP Group, which is now known as REAL. (Rural Economic Alliance).

As Sean Tate mentioned at the last meeting, he will be sending an individual agreement to everyone in the SMAC group, so that each city will be enlisting with him individually in a contract. As noted previously, the cost will be shared proportionally between the City's that are part of SMAC. Harrisburg will be charged \$325 per month for these services. By signing a contract with Tate Public Affairs, none of the cities will be

responsible for the costs that belong to a different City. It also provides us with a better option if we should decide to use more of the services provided by Tate Public Affairs as we move into the next legislative session.

The term of the IGA is through June 30, 2024. At around this time next year, we can review the terms of the agreement, and determine if we wish to continue the program. We are truly excited about the possibilities of this program, and how it will give us a louder voice than what we currently have. This will ultimately serve us as we continue to battle regulatory and state requirements that are extreme and costly for small cities to bear.

REVIEW AND APPROVAL:

Michele Eldridge 05.02.23
Michele Eldridge Date
City Administrator



INTERGOVERNMENTAL AGREEMENT BETWEEN VARIOUS MUNICIPAL CORPORATIONS OF THE STATE OF OREGON

PARTIES TO THE AGREEMENT

This agreement made and entered into this 9th day of May 2023, by and between the following municipalities:

Brownsville	Monroe
Halsey	Scio
Harrisburg	Sodaville

All listed cities are municipal corporations of the State of Oregon, hereinafter called MUNICIPALITY, outside of this agreement, and collectively as CITIES, and hereby partner for the formation of the Small Municipalities Advocacy Coalition hereinafter called SMAC, for the purpose of developing relationships with State & Federal elected officials, developing advocacy capacity and creating future legislation for the region and State. Municipal partners who have joined SMAC will actively seek other municipalities to join SMAC. This will be accomplished by hiring an advocacy expert(s), hereinafter called AGENT, and creating a joint advocacy organization as identified in Exhibit A.

PURPOSE

The CITIES are desirous of enhancing advocacy activities that better serve rural Oregon and the citizens each Municipality represents. The CITIES will utilize resources such as personnel time, capacities, facilities and funding to promote the vision, strategy and goals set forth herein. This agreement is authorized and provided for by the provisions of ORS 190.010.

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

- 1. Financial Obligations by CITIES.** CITIES shall cost share expenses on mutually agreed to terms allowed and authorized by each governing body through each Municipalities manager, administrator or authorized designated agent. Responsibility to



meet financial obligations shall be the sole responsibility of every Municipality who is a party to this agreement.

2. **Services Performed by Third-Party AGENT.** CITIES shall ensure performance of any services rendered on behalf of CITIES meets the goals and objectives of the agreement with AGENT.
3. **Term.** This agreement shall be from May 1st, 2023 through and including June 30, 2024. However, the CITIES shall continue until all AGENT and third-party obligations are met once officially authorized by this agreement. CITIES shall review the terms of the agreement and mutually determine if any amendments are desired. For any modification(s) to be effective, any amendment, modification or otherwise shall be in writing and approved by all parties and placed as an attachment or appendices to this agreement.
4. **Indemnification.** To the fullest extent permitted by law, and in accordance with the Oregon Constitution and the Oregon Tort Claims Act, each Municipality participating in this Agreement shall indemnify, defend, save, and hold harmless the other CITIES and its elected officials, employees, volunteers and agents from and against all claims, actions, liabilities, damages, losses, or expenses, arising from actions derived for the purpose of this agreement:

The obligations or rights under this section may not be delegated or assigned without the express consent of the other CITIES.

The obligations contained in this section shall survive the termination of this Agreement.
5. **Entire Agreement.** This Agreement signed by all CITIES is each Municipalities final and entire Agreement and supersedes all prior and contemporaneous oral or written communications between the CITIES, their agent and representatives. There are no representations, promises, terms, conditions or obligations other than those contained herein.
6. **Venue.** Resolution of any disputes arising out of the performance of this contract shall be mediated through a third-party acceptable to that Municipality, and through the Circuit Court of Linn County and/or Benton County as a last resort.
7. **Intent.** The intent of this Agreement is to cooperatively create a working relationship that will be mutually beneficial.

IN WITNESS WHEREOF, the CITIES by resolution duly adopted by its respective CITIES Council cause this agreement to be signed by its Mayor and attested by the CITIES Recorder, all on the day and year first above written.

**[Signature Pages to be added individually
to the agreement upon execution.]**



EXHIBIT 'A'

Deliverables

(Projected over the life of the agreement)

Marketing

- ★ Branding: Creating a professional logo, letterhead and items as needed.
- ★ Website: Creation of a professional website, which shall be accessible by each Municipality.

General Scope | Phase I

- ★ Councilor Development
 - ▶ Internal Policy Committee Option
 - ▶ Proactive Policy Statement(s)
 - ▶ Shared Vision & Purpose
 - ▶ Position Paper(s) & Templates
- ★ Leverage
 - ▶ Staff & Council Relationship Training
 - ▶ Regional Agenda Items & Emphasis Areas
 - ▶ Strategy & Tactical Development
 - ▶ Regional and/or Statewide Awareness & Sharing
- ★ Recognition
 - ▶ Garnering Seats at the Table [Legislative Processes]
 - ▶ Effect & Efficient Engagement Techniques
 - ▶ Developing City Storyboards & Impacts
- ★ Tools of the Trade
 - ▶ OLIS Overview
 - ▶ Writing Succinct Narratives
 - ▶ Punctuating Effective Inputs
 - ▶ Message Penetration Techniques

T A T E
public affairs

Contract Management [Scope of Work]

1. Coalition Leadership Session | 6 Cities Leadership

Late April – Early May

- Why This is Important



- Policymaker Engagement
- Legislative Policy Committees
- Tools and Information
- Developing Common Ground and Strategies

2. Council Training & Support Sessions | [Each City Leadership/Council](#)

May - October

- Importance of Policy Committees
- Seats at Tables
- Policymaker Engagement
- Tools and information

3. Strategic Alignment Session | [All Cities/Councils](#)

December

- Discuss principles/rules to guide engagement:
 - ✓ Policy and budget priorities
 - ✓ Vision/Mission
 - ✓ When, Why, How and Who
- Leveraging Staff and Council
 - ✓ Help Pay Attention
 - ✓ Existing Relationships
 - ✓ Measures for Protecting the Brand
- Establish procedures for consensus-building/direction

4. Additional Services & Information | [All Cities/Councils](#)

Ongoing

- Registered as Clients of Tate Public Affairs*
- Visiting/observing Councils; availability for questions/presentations
- Available to 5 Cities for consultation as needed.

Agenda Bill

Harrisburg City Council

Harrisburg, Oregon

THE MATTER OF DISCUSSION IN RELATION TO RV'S AT THE WASTEWATER FACILITY

STAFF REPORT:

- Exhibit A: Refer to 04.11.23 Minutes in the Consent List
- Exhibit B: Brian Latta 2015 Memo in relation to critical infrastructure.
- Exhibit C: Michele Eldridge 2022 Memo in relation to critical infrastructure.

ACTION: TBD

THIS AGENDA BILL IS DESTINED FOR: Agenda – May 9, 2023

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

STAFF RECOMMENDATION:

Staff recommends the City Council hold a discussion in relation to this issue and determine next steps.

BACKGROUND INFORMATION:

At the meeting held on April 11, 2023, Staff shared with City Council that there was a City Employee who had been staying at the Wastewater Facility on the bank in between the last sewer secondary lagoon and a slough off the Willamette River. A citizen in Harrisburg raised concerns that the employee is one of the City's highest paid employees, and therefore was being subsidized by the City by being allowed to stay at this location.

As noted during the meeting, this location does not include access to services. The employee uses solar and propane for electricity and must drive the RV/Trailer off site in order to dump sewer and add water to the holding tanks. The location is within 565' to the secondary lagoon, 10' from the outflow pipe into the slough, and 945' to the Willamette River to the west, and 820' to the river to the northwest.

In 2018-2019, former City Administrator Brian Latta returned from a training opportunity at the ICMA (International City Managers Association) conference and was concerned over the security requirements that he had learned about during professional development classes. He had learned about the AWIA (America Water Infrastructure

Act), which was passed in 2018, and which required the development of security for infrastructure, mostly in relation to water, but which also includes sewer infrastructure, as well as the requirement of filing certified risk & resilience (CRR) assessments. The City was thereafter certified in both that report, as well as the filing of our Emergency Response Report (ERP) in 2018-19.

The rules and procedures that were formulated in the AWIA were then updated in 2019, based on the addition of malevolent acts and bioterrorism to the existing Act. Unfortunately, as is the case with much of the regulatory information that we are required to follow, there is a wide area of grey in the interpretation of what requirements apply to municipalities, and in particular, small cities. Cities that are under 3,300 in population were not required to file a CRR, or an ERP. However, Harrisburg, at 3,651, doesn't qualify for the size allowance. To make this more difficult in terms of transparency to the public, Staff is not able to provide a public copy of these certifications, as the City's documentation in relation to the certifications, and most of the security guidelines, including the locations of water, sewer, and storm water lines throughout the City, are all protected under Department of Homeland Security requirements.

Under the Cybersecurity & Infrastructure Security Agency, which is an agency under the Department of Homeland Security, Critical Infrastructure Sectors include both water and wastewater systems. Council can find some of this information available by copying and pasting this link: <https://www.cisa.gov/topics/critical-infrastructure-security-and-resilience/critical-infrastructure-sectors/water-and-wastewater-sector> Both of these infrastructure systems are vulnerable to a variety of attacks, as well as natural disasters. Management of wastewater is considered a National Critical Function, meaning that 'it's so vital to the U.S. that the disruption, corruption, or dysfunction' would have 'a debilitating effect on security', as well as to 'public health or safety'. It certainly would have an influence on other cities that are downriver from us, who obtain their water from the Willamette River, such as Corvallis, Adair Village, and Albany. Vandalism of the wastewater facility could result in a failure of the holding area, allowing raw (or somewhat altered) sewage to enter the Willamette River, and it could also result in the entire sewer system (or segments of it) backing up into homes and businesses in town. (It could also end up in the streets). This would be an insurance nightmare, and the City would certainly be penalized and fined by the DEQ.

Part of the work that the city provided in the ERP and in the CRR was a security vulnerability self-assessment for small city systems. In it, the City determined that ideally, all facilities (including wastewater, as of the changes made in 2019) should have 'a security fence around the perimeter, with padlocks or locks on all gates'. The 'perimeter should be walked periodically to check for breaches and maintenance'. 'Frequent and random patrolling may discourage potential tampering'. We 'should be asking local law enforcement to conduct periodic patrols of our systems'.

After conducting the research, and the materials that went into these reports, and especially the vulnerability self-assessment, this made the Public Works Director, (and now the City Administrator, who has done all this research), very worried about the cost of fencing in the areas we should be fencing and meeting the security requirements. Ultimately, of course, this becomes even more crucial, when we were supposed to have had a new water filtration plant, storage tank, and Well No. 9 located in this area, albeit next to Peoria Rd. At the time, back in 2019, the Public Works Director, looked at the pending water bond project, and the requirements of the vulnerability self-assessment, and decided that since he knew that the City couldn't afford all of these upgrades, that he would move away from the property that he was staying at, (a free to him location with power, water, sewer, and a cover over the RV), and moved to this location. By doing so, he has saved the City thousands of dollars.

Previous discussion in April, is available in the minutes that are shown in the Consent Agenda. **Exhibit B** is the 2015 Access Memorandum that was first created by Brian, after being instructed by the Public Works Director on the security control aspects the City is required to follow. **Exhibit C** is the current memorandum, which Staff updated in February 2022. (Brian did provide a newer memo in 2019, but Staff accidentally overwrote it with the newer one). Each progressive memo on access to gated critical infrastructure is more and more restrictive, in meeting the regulations.

The City Council must now weigh these regulations that the City should be following and determine whether they feel that a Public Works Employee should be allowed to stay at this location, because the City is being provided with a service, or if they agree with the citizens opinion. (Most people don't know about these requirements, and simply see an RV near the river. They also don't realize that there are no services here, and that you can clearly smell the outfall in this location). Because of regulations, citizens wouldn't be allowed here, although the policy does allow contractors who pass security guidelines and have been approved by either the Public Works Director, or the City Administrator.

However, in addition to the above, we must also consider that this is Harrisburg, and we absolutely acknowledge that it's highly unlikely someone wanting to terrorize or cause problems for the State of Oregon would want to vandalize the wastewater facility or lagoon facilities. But people accessing the property, especially from the river, (ever more likely with homelessness on the increase in Oregon), can certainly mess with, and break equipment, or steal parts off of vehicles or machinery....something our farmer can attest to. Someone floating the river could simply cause mischief by falling into the lagoon while high, and then sue the City ten years later when they are diagnosed with a disease from a pathogen that is harmful, because we didn't 'adequately' block access.

There is a fence around the wastewater facility, but it's likely going to need to be replaced at some point. The last assessment completed by CIS in 2020 valued the fence, which also has 3 strands of barbed wire, at \$81,400. As per Angie's List at current, non-BOLI wages, a 6' chain link fence that would encompass all four ponds at

the wastewater lagoon facility, would cost the City approximately \$213,445. Obviously, the design requirements for the water bond project next to Peoria Rd already include the fencing and security standards that are required by all of the regulations. Staff would like to note that there are still lift stations in town that still need to be fenced, although all the structures and wells are padlocked, as required. (All the wells are completely fenced, as that is a higher security concern.)

The City of Monroe is small enough that they aren't required to follow all the requirements, but they do have a caretaker volunteer, who lives in their trailer there. They have propane, water, sewer and electricity, and are not charged for their space. The water intake of the Long Tom River is there, and one of the City's wells is here also, as is the water plant. The sewer lagoons are in this location, and Monroe's still somewhat new ball field is there. Their presence is a deterrent to people who drive in during the middle of the night, looking to cause trouble. [The City of Harrisburg might very well want to consider a parks caretaker to reside in Eagle Park in the future, after it's more developed, in order to discourage people who might be inclined to vandalize Eagle Park].

Complete long-term hook ups (water, sewer, and power; over 3 months) at Diamond Hill RV Park is \$650 a month, depending upon availability, number of vehicles, and number of people. The few people who responded to us in relation to private security told us that they charge \$37 - \$52 an hour, with an average around \$44.50. We would realistically need people to patrol during the hours in which employees are not working. Even if we started out with 8 hours each on Sat & Sun, plus 4 hours on a Friday; for a total of 20 hours a week, the annual charge would be \$46,280. We can obviously reduce the hours here, to make it more affordable. The deputies do keep their eyes open for activity within City properties, and access areas if it appears that people might be present. But they are not here in Harrisburg, other than the hours that are required by our contract. Staff also points out that the security requirements aren't so strict that we need 24/7 coverage; being a deterrent does not mean that someone can't live their life, including taking time off away from home.

The City could put together an agreement with the PW Employee, that exchanges the free location, in recompense for his being present as a security deterrent at this location. However, whatever value is assigned to this would be taxed as a fringe benefit. Therefore, if the City Council decides to allow this, the City could charge a small amount per month. (Jim Brewer suggested that realistically, it can be as low as \$1 a month or any amount that City Council believes is fair.) We would need an agreement that would stipulate that this is not a tenant/landlord agreement. It's important to have some of this information be available on the website, so that citizens can be directed to it, and understand that someone is not just staying here for free.

While both of the previous City Administrators allowed the current employee to be at this location, Staff did allow an additional Public Works employee to be at this location temporarily, as the employee currently has no home. The City Council may not wish to

allow this, even with a time limit (like three months) on it, considering that citizens are expressing concerns here. Staff would like to hear their opinion on this.

If the City Council has other questions that they wish to pose and consider, Staff might need additional time to do more research, and can bring more information to them in the future.

REVIEW AND APPROVAL:

Michele Eldridge 05/04/2023

Michele Eldridge Date
City Administrator

MEMORANDUM

To: All City Employees, City Contractor's, Suppliers, Service Providers and other Utilities

From: Brian Latta, City Administrator – Harrisburg

Date: November 6, 2015

Re: Access to Gated Critical Infrastructure (Water/ Wastewater) City Facilities

PRESIDENTIAL POLICY DIRECTIVE/PPD-21 -February 12, 2013 -The Presidential Policy Directive (PPD) on Critical Infrastructure Security and Resilience advances a national unity of effort to strengthen and maintain secure, functioning, and resilient critical infrastructure. This directive establishes national policy on critical infrastructure security and resilience. The Secretary of Homeland Security shall, promote a national unity of effort, and coordinate the overall Federal effort to promote the security and resilience of the Nation's critical infrastructure.

By virtue of the Environmental Protection Agency (EPA) the approach to meeting its mission under the Safe Drinking Water Act (SDWA) the Clean Water Act (CWA) and the Bioterrorism Act, the EPA works with its state partners (DEQ) to support and regulate infrastructure security, and carry out the implementation of PPD-21.

Water and Wastewater infrastructure is vulnerable to a variety of threats and hazards. The most plausible intentional attack methods (Outsider and Insider) facing utilities, in no particular prioritized order, include improvised explosive devices; vehicle-borne improvised explosive devices; hazardous material releases; explosive devices in wastewater collection systems; chemical, biological, or radiological contamination in drinking water distribution systems; assault; sabotage of water treatment systems; radiological dispersal devices; and cyber-attacks on SCADA systems.

The US EPA defines an "active and effective" security program and addresses the following features, which discuss physical security:

- (a) Establish physical and procedural controls to restrict access to utility infrastructure and facilities to employees, only those conducting authorized business and to detect unauthorized physical intrusions.
- (b) Incorporate security considerations into decisions about acquisition, repair, major maintenance, and replacement of physical infrastructure; This should include consideration of opportunities to reduce risk through physical hardening and the adoption of inherently lower risk design and technology options.

To be in compliance with the regulations and to keep our facilities safe and secure the City of Harrisburg, its employees, and visitors must abide by the following rules for entry into our facilities.

- Employees who work at these facilities will be assigned the access code.
- All visitors must check-in at City Hall

- All visitors must be accompanied by a City of Harrisburg employee at all times when visiting any of our facilities
- All visitors onsite at any City facility must be able to present picture ID
- Gate codes shall not be provided, shared or assigned by anyone other than the Public Works Director (PWD) or the City Administrator (CA). A master list of the active and deactivated codes and whom they were assigned to shall be maintained on file in the Public Works Director office
- Non-City of Harrisburg personnel authorized by the PWD or CA to conduct official business onsite shall follow all rules as outlined in this memo
- City of Harrisburg contractors and other approved utilities authorized by the PWD or CA to conduct official business onsite shall not need to be accompanied by a City of Harrisburg employee nor check-in at City Hall each time they enter the facility if they have been assigned a gate code
- All personnel entering the facility must wear appropriate safety attire as defined by the task they are performing and as directed by the City of Harrisburg Safety & Health policy statement.
- Unless authorized by a Certified operator; no one shall make any operational changes, operate any valves , controls or liquid process changes

An employee found in violation of these rules will be subject to discipline up to and including termination.

Violation of these rules by visitors, contractors or their employees or authorized personnel shall result in immediate expulsion from All City of Harrisburg facilities and may include prosecution under U.S. Code Title 42, Section 300i1, titled,

“Tampering with public systems,” states the following (42 U.S.C. § 300 (i)(1)):

a) Tampering ; Any person who tampers with a public system shall be imprisoned for not more than 20 years, or fined in accordance with title 18 “Crimes and Criminal Procedure”, or both. The court may impose on such person a civil penalty of not more than \$1,000,000 for such tampering or not more than \$100,000 for such attempt or threat.

MEMORANDUM

To: All City Employees, City Contractor's, Suppliers, Service Providers and other Utilities

From: Michele Eldridge, City Administrator – Harrisburg

Date: February 25, 2022

Re: Access to Gated Critical Infrastructure (Water/ Wastewater) City Facilities

PRESIDENTIAL POLICY DIRECTIVE/PPD-21 -February 12, 2013 -The Presidential Policy Directive (PPD) on Critical Infrastructure Security and Resilience advances a national unity of effort to strengthen and maintain secure, functioning, and resilient critical infrastructure. This directive establishes national policy on critical infrastructure security and resilience. The Secretary of Homeland Security shall, promote a national unity of effort, and coordinate the overall Federal effort to promote the security and resilience of the Nation's critical infrastructure.

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- (b) Incorporate security considerations into decisions about acquisition, repair, major maintenance, and replacement of physical infrastructure; This should include consideration of opportunities to reduce risk through physical hardening and the adoption of inherently lower risk design and technology options.

These rules and procedures were enhanced and expanded upon with the passage in 2019 of the America's Water Infrastructure Act (AWIA) to include malevolent acts and bioterrorism.

To be in compliance with the regulations and to keep our facilities safe and secure the City of Harrisburg, its employees, and visitors must abide by the following rules for entry into our facilities.

- Employees who work at these facilities will be assigned the access code.
- All visitors must be signed in by the City employee when entering the facility and be issued a visitor pass.
- All visitors must be accompanied by a City of Harrisburg employee at all times when visiting any of our facilities
- All visitors onsite at any City facility must be able to present picture ID
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a) Tampering ; Any person who tampers with a public system shall be imprisoned for not more than 20 years, or fined in accordance with title 18 "Crimes and Criminal Procedure", or both. The court may impose on such person a civil penalty of not more than \$1,000,000 for such tampering or not more than \$100,000 for such attempt or threat.





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Agenda Bill
Harrisburg City Council
Harrisburg, Oregon

6.

THE MATTER OF APPROVING THE CONSENT LIST

STAFF REPORT:

Exhibit A: City Council Minutes from April 11, 2023
Exhibit B: Payment Approval Report for April 2023
Exhibit C: Out of State Travel for Lori Ross-PD 1
Exhibit D: Municipal Court Collections Report April 2023
Exhibit E: Municipal Court Citation Report April 2023

ACTION: MOTION TO APPROVE THE CONSENT LIST

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

- 1. The Minutes for the April 11, 2023 City Council Meeting**
 - 2. The Payment Approval Report for April 2023**
 - 3. Approve the Out of State Travel for Lori Ross to attend the**
Professional Development 1 being held in Tacoma Washington
-

THIS AGENDA BILL IS DESTINED FOR: Consent Agenda –May 9, 2023

STAFF RECOMMENDATION:

Staff recommends the City Council approve the consent list.

Building Permits:

April 2023: Submitted: 6
 Issued: 7
New Homes: 0

Residential Valuation: \$32,992.00 (Solar)

Commercial Valuation: \$0.00

2023 YTD Valuation: \$930,142.00

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:

- **Cat's Treasures (Home Occupational):** An Online Thrift Store located at 915 LaSalle St. Owner is Catherine Johnson
- **El Quetzal (Temporary):** Mexican Food Truck located in parking lot of 295 N 3rd St. Owner is Alex Figueroa

Harrisburg Municipal Court:

- Collection Report (**EXHIBIT D**) for the month of April 2023 is \$5,709.00 which includes \$597.21 from collections.
- There were 40 citations issued in the month of April 2023 for a total of 50 offenses (**EXHIBIT E**). The citations included nine defendants charged with Fail to Appear on a criminal citation and one charged with Driving While Suspended Misdemeanor. There were also 10 parking citations issued with nine being issued at the same address on N 8th St.

Committee Minutes: *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 April.

Next Scheduled Meeting: May 15, 2023

Library Board: Chairperson: Katherine Hansen

The Library Board did not meet in the month of April.

Next Scheduled Meeting: June 6, 2023

Personnel Committee: Chairperson; Kimberly Downey

The Personnel Committee did not meet in the month of April.

Next Scheduled Meeting: TBD

Planning Commission: Chairperson; Todd Culver

The Planning Commission did not meet in the month of April.

Next Scheduled Meeting: May 16, 2023

REVIEW AND APPROVAL:

Lori Ross

05/02/2023

Lori Ross

Date

City Recorder



City Council Business Meeting Minutes April 11, 2023

Mayor: Robert Duncan, Presiding
Council President: Mike Caughey, Present
Councilors Present: Kimberly Downey, Robert Boese, Adam Keaton, and Charlotte Thomas
(Thomas arrived at 6:31pm)
Councilors Absent: Randy Klemm
Staff Present: City Administrator, Michele Eldridge, Public Works Director Chuck Scholz, Finance Officer/Deputy City Recorder Cathy Nelson, and City Recorder/ Municipal Court Clerk Lori Ross
Meeting Location: Harrisburg Municipal Center Located at 354 Smith St

CALL TO ORDER AND ROLL CALL by Mayor, Robert Duncan at the hour of 6:30pm

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

THE MATTER OF CONSIDERATION OF HIRING A LOBBYIST TO WORK ON BEHALF OF THE SMALL MUNICIPALITIES ADVOCACY COALITION

STAFF REPORT: Eldridge reviewed the slide presentation as shown in **Addendum 1**. Eldridge commented that SMAC now has six cities, including Harrisburg, Brownsville, Halsey, Monroe, Scio and Sodaville that are interested in obtaining Tate Public Affairs, and Harrisburg is the last one to sign. She referred to the proposal as shown in Exhibit B.

Brownsville City Administrator, Scott McDowell, addressed Council commenting that State Legislatures are forgetting about us and the taxpayer and the only way to change is by building relationships with our representatives and with SMAC, maybe we can make a difference.

Sean Tate introduced himself to Council and commented that his business plan is to assist rural Oregon and noted it's sometimes difficult for smaller cities.

- Downey asked Tate how he would best represent us to get things accomplished. Tate replied that he prefers to stay on the policy side vs the politics, which is their job and that getting results is ours.

April 11, 2023

- Thomas commented that she sees the potential but wanted to know how much involvement we are looking at and if there would be an increase in meetings. Tate responded there will be more of a role for our Councilors to play, requiring more time. Tate further commented they would need to get everyone trained to make phone calls and to send emails and that he is currently working on training materials.
- Eldridge thanked both McDowell and Tate for speaking to Council. She stated they are currently working on the Memorandum of Understanding (MOU) and it will likely start in May or June, noting the cost for this fiscal year will be \$1,000 and \$3,900 for FY 2023/2024.
 - Downey **motioned to authorize the City Administrator to enter into an agreement with Tate Public Affairs and to become a member of the Small Municipality Advocacy Coalition and was seconded by Thomas. The motion passed by a vote of 5-0.** (Yes: Caughey, Downey, Boese, Keaton and Thomas. No: None.)

THE MATTER OF APPROVING THE 2023-2028 STRATEGIC PLAN

STAFF REPORT: Eldridge stated this is a final version of the Strategic Plan which includes updated pictures. She informed Council, they can still make changes or approve. No comments or concerns from Council.

- Thomas **motioned to approve the 2023-2028 Strategic Plan and was seconded by Caughey. The motion passed by a vote of 5-0.** (Yes: Caughey, Downey, Boese, Keaton and Thomas. No: None.)

THE MATTER OF APPROVING THE 2ND QUARTER 2022/2023 EXPENSE REPORT

STAFF REPORT: Nelson informed Council this report covers expenses through December 31, 2022 and commented that interest is above what was budgeted.

- Thomas asked about the street fund being at 41% and Nelson replied that it's due to not receiving the Safe Routes to School Grant (SRTS).
 - Downey **motioned to approve the 2nd Quarter 2022/2023 Expense Report and was seconded Caughey. The motion passed by a vote of 5-0.** (Yes: Caughey, Downey, Boese, Keaton and Thomas. No: None.)

THE MATTER OF APPROVING THE CONSENT LIST

STAFF REPORT: No comments or concerns from City Council.

- Downey **motioned to approve the consent list and was seconded by Keaton. The motion passed by a vote of 5-0.** (Yes: Caughey, Downey, Boese, Keaton and Thomas. No: None.) **Motion to approve the consent list approved the following:**
 - **The Minutes for the February 28, 2023, March 14, 2023, and the March 28, 2023 City Council Meetings**
 - **The Payment Approval Report for March 2023**
 - **Approve the Out of State Travel for Michele Eldridge to attend the Local Government Re-imagined Conference being held in Long Beach, CA**

CITY ADMINISTRATOR VERBAL:

RVs at Wastewater Facility: Eldridge referred to **Addendum 2** which shows a single RV that has been living on the City property for an extended period. She commented that about five years ago, former City Administrator's Brian Latta and John Hitt both allowed an employee to live out there and when it was brought to their attention she did as well. She further commented that this employee is

April 11, 2023

not connected to any water or sewer services at this property and the employee pays to dump the sewer and fill up the water. She commented that there is also a solar panel for electricity purposes.

Eldridge referred to a memorandum (**Addendum 3**) from Brian Latta regarding Presidential Policy Direct (PPD-21) on Critical Infrastructure Security outlining what the City must do to protect the property, commenting that even though this property is a wastewater facility, our system feeds into the Willamette River affecting cities downstream. Eldridge mentioned America's Water Infrastructure Act of 2018 (AWIA), requiring us to fence the property or have it patrolled. Eldridge stated that farmer Kurt Kayner, who is leasing the City property, has commented that he has witnessed several people trespassing and Eldridge feels seeing the RV there can be a deterrent.

Eldridge stated the reason for bringing this to Council now, is due to a Citizen contacting her stating he felt it was subsidizing having a highly paid employees, Chuck Scholz, living on the riverfront property. Eldridge commented that she doesn't feel this is a problem and that he is saving the City money by providing security. Eldridge spoke with our City Attorney, and they suggested Council create an agreement and set a rental fee for Scholz to be living at the City property. Eldridge asked Council if they felt this was fair considering the circumstances.

- Downey felt there was some value with Scholz being there but wanted to know what that value was to have him there and does it offset the cost. She would also like to have something in writing.
- Mayor Duncan wanted to know what the cost would be for fencing the property. Eldridge commented it would be astronomical as it was \$45,000 for the Dog Park at Eagle Park, which is a 43,000 sq ft area.
- Thomas commented that she felt it was a waste of time for staff to look into a cost analysis and felt Council should be able to make the decision tonight.
- Kurt Kayner approached Council stating he has seen people trespassing continually and since Scholz has been there he hasn't had any of his equipment stolen. He feels that whoever complained about this has an ax to grind with Scholz.
- Downey stated for the record, she wasn't aware of anyone, let alone Scholz, living at the property.
- Mayor Duncan commented that everyone needs to have checks and balances, and this probably should have been addressed before Council sooner.
- Kurt Kayner commented that Scholz left his property, where he was living in his trailer, on his own free will, to live at the City property and that the City should be paying him.
- Downey trust Scholz saying he has honesty and integrity.
- Eldridge stated she would bring back to a future meeting with more information and reminded Council of the perception of the Public Employee and wants to keep away from any negativity.
- Caughey commented that the City would have to pay someone for security and feels that any rent collected would be far less and the City is saving money by allowing this to happen.
- Mayor Duncan asked staff to let the citizens know about the discussion and decision. Eldridge suggested placing it on the City website.
- Downey commented that she appreciated the citizen bringing this concern to Council.
- Eldridge stated she would bring this back to Council in May.

April 11, 2023

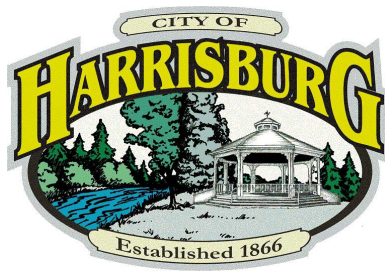
Additional Others:

- The City Auditor will be at the April 28th meeting for the City and the HRA Audit Report.
- Eldridge suggested having an Ad-Hoc Parks Committee to discuss donations for the dog park and signage, noting this would be a one-time meeting. Boese stated he was willing to participate. Eldridge stated she would reach out to former Parks Committee members about participating.
- Councilor Adam Keaton informed Council that the April 25th City Council meeting will be his last due to moving out of state.

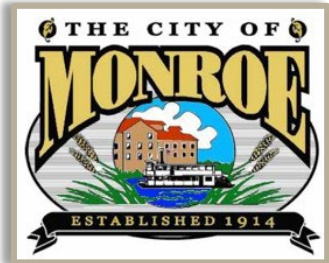
With no further discussion, the City Council Business Meeting adjourned at hour of 7:50pm.

Mayor

City Recorder



Small Municipalities Advocacy Coalition (SMAC)
April 11, 2023



September '22 | The Letter ★ December '22 | The Meeting

Our Mission, Vision and Values

The LOC is the trusted, go-to resource that helps Oregon city staff and elected leaders serve their cities well and speak with one voice.

Our Vision

That all Oregonians live in thriving communities that are equitable, healthy, and safe.

Our Mission

The LOC is the essential and trusted partner for local, state, federal, and community leaders in developing policy and legislation to empower Oregon's cities through collaboration, advocacy, training, and sharing best practices.

☐ 1. Full Funding and Alignment for State Land Use Initiatives

☐ 2. Local Funding to Address Homelessness

☐ 3. Infrastructure Funding to Support Needed Housing

☐ 4. Community Resiliency and Wildfire Planning

☐ 5. Protecting Public Employees and Officials

☐ 6. Return to Work

☐ 7. Attorney Client Privilege

☐ 8. Address Measure 110 Shortcomings

☐ 9. Building Decarbonization, Efficiency, and Modernization

☐ 10. Continue Investments in Renewable Energy





Sean Tate

Five Cities have agreed on:

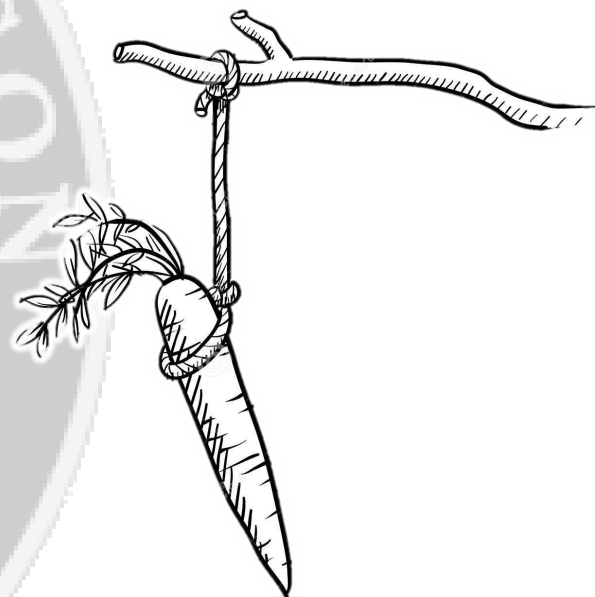
- 1. Advocacy Priority**
- 2. Professional Assistance**
- 3. Internal Policy**



Sean Tate

Proposal does the following:

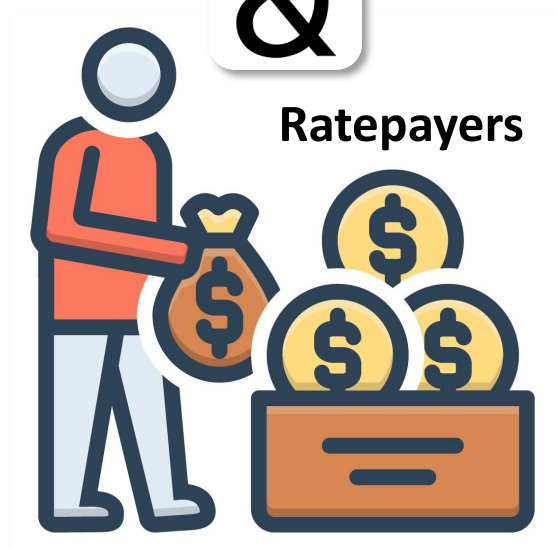
- 1. Educates & Trains**
- 2. Creates Priorities**
- 3. Forges Alliances**
- 4. Builds Consensus**
- 5. Identifies Opportunities**
- 6. Fights for Rural Values & Needs**
- 7. Strengthens Rural Voices**



US



&





Just because you do not take an interest in politics
doesn't mean politics won't take an interest in you.

Pericles



MEMORANDUM

To: All City Employees, City Contractor's, Suppliers, Service Providers and other Utilities

From: Brian Latta, City Administrator – Harrisburg

Date: November 6, 2015

Re: Access to Gated Critical Infrastructure (Water/ Wastewater) City Facilities

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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 Account Number
1206						
1206	Analytical Lab & Consultants	155917	Water Testing	03/09/2023	56.00	51-65-4200
1206	Analytical Lab & Consultants	155918	Water Testing	03/09/2023	730.00	52-65-4200
1206	Analytical Lab & Consultants	156141	Water Testing	03/16/2023	252.00	51-65-4200
1206	Analytical Lab & Consultants	156142	Water Testing	03/16/2023	632.00	52-65-4200
1206	Analytical Lab & Consultants	156372	Water Testing	03/22/2023	632.00	52-65-4200
1206	Analytical Lab & Consultants	156518	Water Testing	03/28/2023	344.00	52-65-4200
1206	Analytical Lab & Consultants	156620	Water Testing	03/31/2023	316.00	52-65-4200
Total 1206:					2,962.00	
2225						
2225	B & I Hardware & Rental	593901	P/W Misc Supplies.	03/27/2023	26.99	10-72-4000
2225	B & I Hardware & Rental	595218	P/W Misc Supplies.	03/07/2023	18.66	11-44-6000
Total 2225:					45.65	
1212						
1212	Bob Dickman Tire Center	657207	Repair Service	03/07/2023	19.20	11-45-2100
1212	Bob Dickman Tire Center	657207	Repair Service	03/07/2023	22.40	51-73-2100
1212	Bob Dickman Tire Center	657207	Repair Service	03/07/2023	22.40	52-73-2100
1212	Bob Dickman Tire Center	74000657207	Repair Service	03/07/2023	64.00	11-44-6000
Total 1212:					128.00	
3693						
3693	Branch Engineering Inc	19584	Engineering Services	03/24/2023	33,778.59	51-78-8015
3693	Branch Engineering Inc	19585	Engineering Services	03/24/2023	2,046.20	60-70-7000
3693	Branch Engineering Inc	19586	Engineering Services	03/24/2023	817.50	10-41-4000
3693	Branch Engineering Inc	19587	Engineering Services	03/24/2023	1,995.00	10-41-4000
3693	Branch Engineering Inc	19588	Engineering Services	03/24/2023	65.00	51-71-2100
Total 3693:					38,702.29	
4003						
4003	Carol Canham	4.5.23 MILE	Mileage	04/18/2023	223.35	10-63-2300
Total 4003:					223.35	
2549						
2549	Cascade Columbia Distribution	861849	Misc. P/W Expense	03/15/2023	2,565.80	52-65-4000
2549	Cascade Columbia Distribution	863198	Misc. P/W Expense	04/05/2023	2,565.80	52-65-4000
Total 2549:					5,131.60	
3407						
3407	Cascade Health Solutions	35726	Hearing Test	03/28/2023	327.00	11-44-6100
Total 3407:					327.00	
3732						
3732	Cash	4.13.23	Change Order	04/13/2023	25.00	10-60-2400

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Amount Paid	GL Account Number
Total 3732:					25.00	
3920						
3920	Cathy Nelson	4062023	Mileage	04/06/2023	108.08	10-63-2300
Total 3920:					108.08	
3773						
3773	CenturyLink	636333181	Phone Bill	04/04/2023	.06	10-69-3500
3773	CenturyLink	MARCH 2023	Phone Bill	03/26/2023	42.11	52-65-3500
3773	CenturyLink	MARCH 2023	Phone Bill	03/26/2023	45.76	52-65-3500
3773	CenturyLink	MARCH 2023	Phone Bill	03/26/2023	44.21	51-65-3500
3773	CenturyLink	MARCH 2023	Phone Bill	03/26/2023	42.15	51-65-3500
3773	CenturyLink	MARCH 2023	Phone Bill	03/26/2023	45.76	52-65-3500
3773	CenturyLink	MARCH 2023	Phone Bill	03/26/2023	40.56	52-65-3500
3773	CenturyLink	MARCH 2023	Phone Bill	03/26/2023	45.76	52-65-3500
3773	CenturyLink	MARCH 2023	Phone Bill	03/26/2023	42.15	10-69-3500
3773	CenturyLink	MARCH 2023	Phone Bill	03/26/2023	42.11	52-65-3500
Total 3773:					390.63	
3914						
3914	City of Coburg	2023 QRT 1	Law Enforcement Services	04/19/2023	8,028.30	10-66-3050
Total 3914:					8,028.30	
2939						
2939	Cobalt Computer Services, Inc.	25408	Computer Service	03/31/2023	287.38	40-65-8015
2939	Cobalt Computer Services, Inc.	25507	Computer Service	03/31/2023	86.25	40-65-8015
2939	Cobalt Computer Services, Inc.	25507	Computer Service	03/31/2023	776.25	40-67-8100
2939	Cobalt Computer Services, Inc.	25507	Computer Service	03/31/2023	57.50	24-70-7400
Total 2939:					1,207.38	
3348						
3348	Code Publishing, Inc.	GC0010341	Web Hosting	03/31/2023	416.50	10-60-2000
3348	Code Publishing, Inc.	GC0010496	Codification Update	04/21/2023	98.00	10-60-2900
Total 3348:					514.50	
2720						
2720	Comcast	APRIL 2023	Internet Service	04/02/2023	324.53	10-60-2000
2720	Comcast	APRIL 2023 LI	Internet Service	03/23/2023	286.85	24-60-2525
2720	Comcast	APRIL 2023 P	Internet Service	04/01/2023	149.93	51-65-3550
2720	Comcast	APRIL 2023 P	Internet Service	04/01/2023	149.92	52-65-3550
Total 2720:					911.23	
1210						
1210	Conser Quarry Company	107962	Gravel	03/21/2023	342.09	11-44-6000
1210	Conser Quarry Company	108257	Gravel	03/28/2023	675.96	11-44-6000
1210	Conser Quarry Company	108317	Gravel	03/29/2023	1,015.35	11-44-6000
Total 1210:					2,033.40	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Amount Paid	GL Account Number
3913						
3913	DataBar Inc	261084	W/S Utility Statements	04/06/2023	352.75	51-74-2200
3913	DataBar Inc	261084	W/S Utility Statements	04/06/2023	352.74	52-74-2200
Total 3913:					705.49	
1946						
1946	Ferguson Waterworks	1185689	P/W Misc. Expense	03/14/2023	230.30	52-65-4600
1946	Ferguson Waterworks	1186749	P/W Misc. Expense	03/13/2023	207.31	51-65-4600
Total 1946:					437.61	
3905						
3905	Gatehouse Media Holdings Inc	5439817	Legal Ad	03/31/2023	28.77	10-53-2200
Total 3905:					28.77	
1218						
1218	Grainger	9637928459	Misc. P/W Supplies	03/13/2023	49.56	10-72-4000
1218	Grainger	9639853960	Misc. P/W Supplies	03/14/2023	85.44	10-72-4000
Total 1218:					135.00	
1220						
1220	Hurd's Custom Machinery, Inc.	37463	Public Works Supplies	03/01/2023	33.92	10-72-6700
1220	Hurd's Custom Machinery, Inc.	37463	Public Works Supplies	03/01/2023	41.41	51-65-4600
1220	Hurd's Custom Machinery, Inc.	37631	Public Works Supplies	03/12/2023	40.76	51-65-4600
1220	Hurd's Custom Machinery, Inc.	37768	Public Works Supplies	03/24/2023	59.35	10-72-6700
Total 1220:					175.44	
3760						
3760	ICMA Membership Renewals	MICHELE 2023	Member Dues	03/31/2023	617.50	10-63-2100
Total 3760:					617.50	
2307						
2307	IIMC	CATHY 2023	IIMC Membership Dues	04/11/2023	125.00	10-63-2100
2307	IIMC	LORI ROSS 20	IIMC Membership Dues	04/11/2023	185.00	10-63-2100
Total 2307:					310.00	
3964						
3964	Jamie Knox	4.23.23 OACA	Per Diem	04/19/2023	27.00	10-63-2200
Total 3964:					27.00	
1221						
1221	Jerry's Home Improvement	192733	Misc Public Works Supplies	03/29/2023	226.76	51-65-2400
Total 1221:					226.76	
3432						
3432	John Deere Financial	4249286	Misc P/W Exp	03/17/2023	26.21	11-45-2100
3432	John Deere Financial	4249286	Misc P/W Exp	03/17/2023	30.58	51-73-2100
3432	John Deere Financial	4249286	Misc P/W Exp	03/17/2023	30.57	52-73-2100
3432	John Deere Financial	4253917	Misc P/W Exp	03/06/2023	23.24	11-45-2100

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Amount Paid	GL Account Number
3432	John Deere Financial	4253917	Misc P/W Exp	03/06/2023	27.12	51-73-2100
3432	John Deere Financial	4253917	Misc P/W Exp	03/06/2023	27.11	52-73-2100
3432	John Deere Financial	4254955	Misc P/W Exp	03/10/2023	15.36	11-45-2100
3432	John Deere Financial	4254955	Misc P/W Exp	03/10/2023	17.93	51-73-2100
3432	John Deere Financial	4254955	Misc P/W Exp	03/10/2023	17.92	52-73-2100
3432	John Deere Financial	4280074	Misc P/W Exp	03/20/2023	42.17	10-72-6700
3432	John Deere Financial	4289869	Misc P/W Exp	03/23/2023	27.76	52-73-2100
3432	John Deere Financial	4289869	Misc P/W Exp	03/23/2023	23.76	11-45-2100
3432	John Deere Financial	4289869	Misc P/W Exp	03/23/2023	27.73	51-73-2100
3432	John Deere Financial	4293720	Misc P/W Exp	03/24/2023	38.72	11-45-2100
3432	John Deere Financial	4293720	Misc P/W Exp	03/24/2023	45.17	51-73-2100
3432	John Deere Financial	4293720	Misc P/W Exp	03/24/2023	45.17	52-73-2100
Total 3432:					466.52	

3683

3683	Keybank N.A.	MARCH 2023	Misc Credit Card Charges	03/20/2023	23.27	24-60-2000
3683	Keybank N.A.	MARCH 2023	Misc Credit Card Charges	03/20/2023	20.00	24-60-2000
3683	Keybank N.A.	MARCH 2023	Misc Credit Card Charges	03/20/2023	250.00	10-41-2100
3683	Keybank N.A.	MARCH 2023	Misc Credit Card Charges	03/20/2023	57.04	24-60-2000
3683	Keybank N.A.	MARCH 2023	Misc Credit Card Charges	03/20/2023	35.25	24-60-3050
3683	Keybank N.A.	MARCH 2023	Misc Credit Card Charges	03/20/2023	40.00	10-41-2100
3683	Keybank N.A.	MARCH 2023	Misc Credit Card Charges	03/20/2023	15.00	10-63-2300
3683	Keybank N.A.	MARCH 2023	Misc Credit Card Charges	03/20/2023	45.98	10-72-4000
3683	Keybank N.A.	MARCH 2023	Misc Credit Card Charges	03/20/2023	79.99	52-65-2400
3683	Keybank N.A.	MARCH 2023	Misc Credit Card Charges	03/20/2023	158.30	10-72-6700
3683	Keybank N.A.	MARCH 2023	Misc Credit Card Charges	03/20/2023	222.74	51-76-2300
3683	Keybank N.A.	MARCH 2023	Misc Credit Card Charges	03/20/2023	222.74	52-76-2300
3683	Keybank N.A.	MARCH 2023	Misc Credit Card Charges	03/20/2023	25.00	10-63-2000
3683	Keybank N.A.	MARCH 2023	Misc Credit Card Charges	03/20/2023	359.96	41-78-8170
3683	Keybank N.A.	MARCH 2023	Misc Credit Card Charges	03/20/2023	57.85	41-78-8170
3683	Keybank N.A.	MARCH 2023	Misc Credit Card Charges	03/20/2023	364.98	10-72-4000
3683	Keybank N.A.	MARCH 2023	Misc Credit Card Charges	03/20/2023	79.90	41-78-8170
3683	Keybank N.A.	MARCH 2023	Misc Credit Card Charges	03/20/2023	69.89	52-65-4150
3683	Keybank N.A.	MARCH 2023	Misc Credit Card Charges	03/20/2023	32.95	51-65-4150
3683	Keybank N.A.	MARCH 2023	Misc Credit Card Charges	03/20/2023	50.00	41-78-8170
3683	Keybank N.A.	MARCH 2023	Misc Credit Card Charges	03/20/2023	48.48	10-60-2400
3683	Keybank N.A.	MARCH 2023	Misc Credit Card Charges	03/20/2023	150.00	51-76-2000
3683	Keybank N.A.	MARCH 2023	Misc Credit Card Charges	03/20/2023	150.00	52-76-2000
3683	Keybank N.A.	MARCH 2023	Misc Credit Card Charges	03/20/2023	62.00	10-72-4000
3683	Keybank N.A.	MARCH 2023	Misc Credit Card Charges	03/20/2023	11.89	41-78-8170
3683	Keybank N.A.	MARCH 2023	Misc Credit Card Charges	03/20/2023	33.00	10-53-2200
3683	Keybank N.A.	MARCH 2023	Misc Credit Card Charges	03/20/2023	205.90	10-63-2000
3683	Keybank N.A.	MARCH 2023	Misc Credit Card Charges	03/20/2023	14.70	10-60-2300
3683	Keybank N.A.	MARCH 2023	Misc Credit Card Charges	03/20/2023	65.00	10-53-2000
3683	Keybank N.A.	MARCH 2023	Misc Credit Card Charges	03/20/2023	43.29	10-72-6650
3683	Keybank N.A.	MARCH 2023	Misc Credit Card Charges	03/20/2023	349.99	41-78-8170
3683	Keybank N.A.	MARCH 2023	Misc Credit Card Charges	03/20/2023	77.21	10-63-2100
3683	Keybank N.A.	MARCH 2023	Misc Credit Card Charges	03/20/2023	175.00	10-63-2000
3683	Keybank N.A.	MARCH 2023	Misc Credit Card Charges	03/20/2023	769.80	10-60-2400
3683	Keybank N.A.	MARCH 2023	Misc Credit Card Charges	03/20/2023	33.00	10-53-2200
3683	Keybank N.A.	MARCH 2023	Misc Credit Card Charges	03/20/2023	205.90	10-63-2000
3683	Keybank N.A.	MARCH 2023	Misc Credit Card Charges	03/20/2023	33.00	10-53-2200
3683	Keybank N.A.	MARCH 2023	Misc Credit Card Charges	03/20/2023	22.97	24-60-2000
3683	Keybank N.A.	MARCH 2023	Misc Credit Card Charges	03/20/2023	24.97	24-60-3050
3683	Keybank N.A.	MARCH 2023	Misc Credit Card Charges	03/20/2023	2.45	10-63-2300
3683	Keybank N.A.	MARCH 2023	Misc Credit Card Charges	03/20/2023	143.90	10-63-2300

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Amount Paid	GL Account Number
3683	Keybank N.A.	MARCH 2023	Misc Credit Card Charges	03/20/2023	148.90	10-63-2300
3683	Keybank N.A.	MARCH 2023	Misc Credit Card Charges	03/20/2023	77.21	10-63-2100
Total 3683:					4,959.40	
2211						
2211	Linn County Recorder	SUBSTANTIAL	Recording Fee	04/06/2023	130.00	10-41-2100
Total 2211:					130.00	
1253						
1253	Linn County Sheriff's Office	4TH QUARTE	Law Enforcement Contract	04/26/2023	65,414.25	10-66-3000
Total 1253:					65,414.25	
3819						
3819	Linn County Treasurer	MARCH 2023	Court Revenue Payout	03/31/2023	276.15	10-42-2200
Total 3819:					276.15	
2489						
2489	Lori Ross	4.22.23	Per Diem	04/18/2023	115.00	10-63-2200
2489	Lori Ross	40523	Per Diem	04/06/2023	76.00	10-63-2200
Total 2489:					191.00	
3970						
3970	M.L. Houck Construction Co	21-009A	Construction	04/18/2023	17,185.50	11-60-7975
3970	M.L. Houck Construction Co	21-009A	Construction	04/18/2023	165,404.97	60-70-7000
3970	M.L. Houck Construction Co	21-009A	Construction	04/18/2023	49,515.00	62-70-7000
Total 3970:					232,105.47	
3988						
3988	McClinton Painting	2304-0711-173	Paint	04/10/2023	3,295.50	10-85-3150
Total 3988:					3,295.50	
3873						
3873	NAPA Auto Parts	817-676190	Misc P/W Exp	03/23/2023	15.99	11-45-3000
3873	NAPA Auto Parts	817-676230	Misc P/W Exp	03/24/2023	32.99	11-45-3000
Total 3873:					48.98	
2644						
2644	Net Assets	54-202303	Lien Searches	03/31/2023	93.00	10-53-2250
Total 2644:					93.00	
1102						
1102	NW Natural Gas Co.	APRIL 2023	Utilities	04/12/2023	110.76	10-69-2000
1102	NW Natural Gas Co.	APRIL 2023 P	Utilities	04/12/2023	49.18	52-65-2700
1102	NW Natural Gas Co.	APRIL 2023 P	Utilities	04/12/2023	424.17	51-65-2700
Total 1102:					584.11	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Amount Paid	GL Account Number
1245						
1245	One Call Concepts, Inc.	3030384	Locates	03/31/2023	35.70	51-65-4600
1245	One Call Concepts, Inc.	3030384	Locates	03/31/2023	35.70	52-65-4600
Total 1245:					71.40	
1033						
1033	Oregon Department of Revenue	MARCH 2023	Court Revenue Payout	03/31/2023	939.57	10-42-2200
Total 1033:					939.57	
1862						
1862	Oregon DMV	L0043686112	Record Inquiry	03/31/2023	1.85	10-42-2800
Total 1862:					1.85	
3096						
3096	Pacific Office Automation	019100	Copier Contract	03/22/2023	342.40	10-60-2100
3096	Pacific Office Automation	019100	Copier Contract	03/22/2023	342.30	51-74-2000
3096	Pacific Office Automation	019100	Copier Contract	03/22/2023	342.30	52-74-2000
3096	Pacific Office Automation	022011	Telephone	03/23/2023	99.31	52-65-3500
3096	Pacific Office Automation	022011	Telephone	03/23/2023	99.31	51-65-3500
3096	Pacific Office Automation	022011	Telephone	03/23/2023	99.31	10-69-3500
3096	Pacific Office Automation	022011	Telephone	03/23/2023	25.21	24-60-2500
Total 3096:					1,350.14	
1079						
1079	Pacific Power & Light Company	APRIL 2023	UTILITIES	04/20/2023	66.73	52-65-2600
1079	Pacific Power & Light Company	APRIL 2023	UTILITIES	04/20/2023	20.29	10-69-2500
1079	Pacific Power & Light Company	APRIL 2023	UTILITIES	04/20/2023	7.62	10-69-3000
1079	Pacific Power & Light Company	APRIL 2023	UTILITIES	04/20/2023	11.77	10-69-3000
1079	Pacific Power & Light Company	APRIL 2023	UTILITIES	04/20/2023	1.18	10-69-3000
1079	Pacific Power & Light Company	APRIL 2023	UTILITIES	04/20/2023	350.81	10-69-2500
1079	Pacific Power & Light Company	APRIL 2023	UTILITIES	04/20/2023	373.75	10-69-3000
1079	Pacific Power & Light Company	APRIL 2023	UTILITIES	04/20/2023	34.52	11-44-2000
1079	Pacific Power & Light Company	APRIL 2023	UTILITIES	04/20/2023	3,744.97	51-65-2600
1079	Pacific Power & Light Company	APRIL 2023	UTILITIES	04/20/2023	1,208.29	51-65-2600
1079	Pacific Power & Light Company	APRIL 2023	UTILITIES	04/20/2023	286.71	51-65-2600
1079	Pacific Power & Light Company	APRIL 2023	UTILITIES	04/20/2023	68.53	10-69-3000
1079	Pacific Power & Light Company	APRIL 2023	UTILITIES	04/20/2023	1,034.12	10-69-3000
1079	Pacific Power & Light Company	APRIL 2023	UTILITIES	04/20/2023	41.45	10-69-3000
1079	Pacific Power & Light Company	APRIL 2023	UTILITIES	04/20/2023	129.33	10-69-3000
1079	Pacific Power & Light Company	APRIL 2023	UTILITIES	04/20/2023	229.56	10-69-3000
1079	Pacific Power & Light Company	APRIL 2023	UTILITIES	04/20/2023	17.96	10-69-3000
1079	Pacific Power & Light Company	APRIL 2023	UTILITIES	04/20/2023	28.11	25-65-2500
1079	Pacific Power & Light Company	APRIL 2023	UTILITIES	04/20/2023	92.27	25-65-2500
1079	Pacific Power & Light Company	APRIL 2023	UTILITIES	04/20/2023	91.37	10-69-3000
1079	Pacific Power & Light Company	APRIL 2023	UTILITIES	04/20/2023	53.30	10-69-3000
1079	Pacific Power & Light Company	APRIL 2023	UTILITIES	04/20/2023	27.62	10-69-3000
1079	Pacific Power & Light Company	APRIL 2023	UTILITIES	04/20/2023	439.88	10-69-3000
1079	Pacific Power & Light Company	APRIL 2023	UTILITIES	04/20/2023	1,814.89	52-65-2600
1079	Pacific Power & Light Company	APRIL 2023	UTILITIES	04/20/2023	65.99	52-65-2600
1079	Pacific Power & Light Company	APRIL 2023	UTILITIES	04/20/2023	18.81	52-65-2600
1079	Pacific Power & Light Company	APRIL 2023	UTILITIES	04/20/2023	50.65	52-65-2600
1079	Pacific Power & Light Company	APRIL 2023	UTILITIES	04/20/2023	31.10	10-72-6700
1079	Pacific Power & Light Company	APRIL 2023	UTILITIES	04/20/2023	717.01	25-65-2500

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Amount Paid	GL Account Number
1079	Pacific Power & Light Company	APRIL 2023	UTILITIES	04/20/2023	17.96	10-69-2500
1079	Pacific Power & Light Company	APRIL 2023	UTILITIES	04/20/2023	35.77	10-69-2500
1079	Pacific Power & Light Company	APRIL 2023	UTILITIES	04/20/2023	71.47	10-69-2500
1079	Pacific Power & Light Company	APRIL 2023	UTILITIES	04/20/2023	931.24	10-69-2500
1079	Pacific Power & Light Company	APRIL 2023	UTILITIES	04/20/2023	56.26	52-65-2600
1079	Pacific Power & Light Company	APRIL 2023	UTILITIES	04/20/2023	135.97	52-65-2600
1079	Pacific Power & Light Company	APRIL 2023	UTILITIES	04/20/2023	.00	10-69-3000
Total 1079:					12,307.26	
3582						
3582	Sierra Springs	21792967 0401	Bottled Water	04/01/2023	111.99	10-53-2200
Total 3582:					111.99	
2927						
2927	Staples Business Advantage	3534278469	Office Supplies	03/31/2023	57.07	10-60-2300
2927	Staples Business Advantage	3534278469	Office Supplies	03/31/2023	57.06	51-74-2400
2927	Staples Business Advantage	3534278469	Office Supplies	03/31/2023	57.06	52-74-2400
2927	Staples Business Advantage	3535709865	Office Supplies	04/15/2023	13.54	10-60-2300
2927	Staples Business Advantage	3535709865	Office Supplies	04/15/2023	13.54	51-74-2400
2927	Staples Business Advantage	3535709865	Office Supplies	04/15/2023	13.54	52-74-2400
Total 2927:					211.81	
1144						
1144	Suzan Jackson	226	Janitor Services	03/31/2023	630.00	10-72-4100
1144	Suzan Jackson	226	Janitor Services	03/31/2023	420.00	10-72-4100
Total 1144:					1,050.00	
3958						
3958	Underground Tech Inc	1261	Storm Vault	04/05/2023	16,929.00	25-70-8000
3958	Underground Tech Inc	1262	Treatment Plant Vault	04/05/2023	17,303.00	52-78-7035
Total 3958:					34,232.00	
1287						
1287	US Bank	2272064	Loan Payment	04/10/2023	36,150.00	52-85-8100
1287	US Bank	2272064	Loan Payment	04/10/2023	45,000.00	52-85-8000
1287	US Bank	2272092	Loan Payment	04/10/2023	55,000.00	30-51-8400
1287	US Bank	2272092	Loan Payment	04/10/2023	149,606.23	30-59-8400
1287	US Bank	2273087	Loan Payment	04/11/2023	35,000.00	30-51-8200
1287	US Bank	2273087	Loan Payment	04/11/2023	14,275.00	30-59-8200
Total 1287:					335,031.23	
3826						
3826	Valley Argonomics LLC	74028933	Misc P/W Exp	03/07/2023	308.83	25-65-2000
3826	Valley Argonomics LLC	74029163	Misc P/W Exp	03/21/2023	1,169.40	25-65-2000
Total 3826:					1,478.23	
1937						
1937	Washington State University	LORI ROSS P	Professional Development Classe	04/19/2023	750.00	10-63-2000
1937	Washington State University	LORI ROSS P	Professional Development Classe	04/19/2023	650.00	10-63-2200

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Amount Paid	GL Account Number
Total 1937:					1,400.00	
3663						
3663	Water & Sewer Deposit Refund	#562.13	Utility Billing Overpayment	04/20/2023	28.20	01-1075
Total 3663:					28.20	
1239						
1239	WECO	CP-00228782	PW Gas Exp	03/31/2023	546.23	11-45-2000
1239	WECO	CP-00228782	PW Gas Exp	03/31/2023	637.27	51-73-2000
1239	WECO	CP-00228782	PW Gas Exp	03/31/2023	637.28	52-73-2000
Total 1239:					1,820.78	
Grand Totals:					761,000.82	

Dated: _____

Mayor: _____

City Council: _____

General Fund

Street Fund

CED Fund

Library Fund

Storm Fund

Building Permit Fund

Electrical Permit Fund

Debt Services Fund

Office Equip. Fund

Equipment Fund

Water Fund

Sewer Fund

Sewer Resv Fund

Payment Approval Report
Expense Account Key

Fund Number

G.L. Number Acct

10

10-XX- XXXX

11

11-XX- XXXX

23

23-XX- XXXX

24

24-XX- XXXX

25

25-XX- XXXX

26

26-XX- XXXX

27

27-XX- XXXX

30

30-XX- XXXX

40

40-XX- XXXX

41

41-XX- XXXX

51

51-XX- XXXX

52

52-XX- XXXX

56

56-XX- XXXX

Report Criteria:

Detail report.

Invoices with totals above \$0 included.

Paid and unpaid invoices included.

[Home](#)[Course Descriptions](#) ✓[Registration](#)[Contact](#)[Certification](#)[Post Registration](#) ✓

**Congratulations, you are now
registered!**

Your Confirmation Number is:

3GN6N56YC8D

You will receive an email with your registration details.

[Add to Calendar](#)

Submit Payment

Registration Summary

Review your registration information below

Lori Ross

lross@ci.harrisburg.or.us



Title	Agency/Jurisdiction
City Recorder/Municipal Court Clerk	City of Harrisburg

Work Address	Mobile
120 Smith St	541-968-6625
PO Box 378	
Harrisburg, Oregon 97446	
USA	

Questions

Do you require ADA accommodation?
No

Do you have dietary accommodation needs?
No

Yes, send me emails with information about future Northwest Clerks Institute Training opportunities.
Yes, send me future emails

Agenda

Item	Date	Price
Sessions		
Professional	6/4/23, 1:00 PM - 6/9/23,	\$750.00

Your Agenda

Take a look at what you registered for!

June 4, 2023

> Professional Development I

6/4/23 – 6/9/23
1:00 PM-12:00 PM

[Modify Registration](#)

Event Managed by:



WASHINGTON STATE UNIVERSITY
Professional Education

[Do Not Sell My Personal Information](#)

[Event Privacy Policy](#) | [Professional Education Privacy Policy](#)

4/13/2023

INFORMATION/NOTES

2023 Northwest Clerks Institute

[illegible]

Payment Instructions: Invoices may be paid by credit card, check, WSU Workday ISD, or WSU IRI. If you would like this processed through Workday, please reply with the Account number to be charged and our business office will process the payment.

Credit Card: We accept Visa, Mastercard, American Express, and Discover. Please know that the final total will incur an additional 3.5% credit card processing fee not already represented on this invoice. Contact us at 509-335-3530 or profed@wsu.edu to set up a phone call for payment.

Check: Please make checks out to Washington State University, and mail to WSU Professional Education at the address below.

Tax ID#: 91-6001108.

Please include a copy of this invoice with your payment.

WSU IRI: The vendor department is WSU Professional Education, Vendor

Account: PG00020277

Please include a copy of this invoice with your payment.

Payment Address:

WSU Professional Education

P0 Box 645222

Pullman, WA 99164-5222



OAMR Scholarship Committee

April 13, 2023

Lori Ross

lross@ci.harrisburg.or.us

Dear Lori,

On behalf of the OAMR Scholarship Committee, I would like to offer you congratulations on our approval of your scholarship application to attend Professional Development, in Tacoma this June at an amount not to exceed \$1350. Scholarship funds are designed to cover the cost of registration only (based on the current budget - scholarships to cover lodging costs may be provided to first-time attendees to the Annual Conference and PD I). All costs are the responsibility of the applicant. All scholarship funds awarded will be reimbursed upon successful completion of the training curriculum.

The Committee receive twelve applications while only nine scholarships were budgeted. The Committee reviewed each application in conjunction with the scoring guide and awarded applicants who received the highest amount of points first.

Scholarship recipients are required to sign up for and participate on either the Special Projects/Fundraising Committee or the Conference Committee the following fiscal year. Recipients must sign up for either committee no later than October 31st. Failure to do so will make you ineligible to apply for another scholarship for a minimum of three fiscal years. Failure to participate on either committee despite signing up will make recipient ineligible to apply for another scholarship for three fiscal years.

Annual Conference and IIMC Conference recipients are required to submit a report detailing the benefits received from their conference attendance within 30 calendar days of the completions of the conference. Although not required, we encourage all recipients of scholarship funding to share the benefits of the training. In order to be reimbursed, submit your reimbursement form (and your report) to the OAMR Treasurer and the OAMR Scholarship Chair.

If you have any questions or concerns please feel free to reach out to me.

Sincerely,

Courtney R. Davis

Courtney Davis

Dep. City Recorder/Exec. Assistant

OAMR Scholarship Comm. Chair

City of Reedsport

Code	Description	Count	Amount	GL Account
Court Costs				
CF	COLLECTION FEE	2	186.71-	
COSTS	COURT COSTS	6	321.39	
COURT FEE	CF	1	100.00	
DEF-ADJUD	DEF ADJUDICATION	8	1,018.05	
LPF	LATE PAYMENT FEE	8	63.99	
PA	PAYMENT ARRANGEMENT- FEE	8	124.70	
SCF	SHOW CAUSE FEE	1	3.55	
SUSP	SUSPENSION FEE	11	35.82	
WF	WARRANT FEE	1	9.34	
Total Court Costs:		46	1,490.13	
Fines				
DISM	CHARGE DISMISSED	3	367.00	
FINE	FINE ASSESSED	1	8.00	
GBD	GUILTY BY DEFAULT	32	1,633.00	
GUILTY	FOUND GUILTY	19	820.94	
Total Fines:		55	2,828.94	
Surcharges				
COUNTY	COUNTY ASSESSMENT	20	271.86	
STATE	STATE ASSESSMENT	27	903.07	
Total Surcharges:		47	1,174.93	
Third Party				
REST	VICTIM RESTITUTION	1	100.00	
Total Third Party:		1	100.00	
Unapplied				
	Unapplied payments	1	115.00	011095
Total Unapplied:		1	115.00	
Grand Totals:		150	5,709.00	

Report Criteria:

Case.Violation date = 04/01/2023-04/30/2023

Agency	Case Number	Citation Numbers	Violation Date	Primary Offense	Location
LCS	23-T-0069	220550	04/01/2023	DRIVE WHILE SUSPENDED/REVOKED; DRIVE UNINSUREDE	340 N 3RD ST
LCSO	23-P-0001	220572	04/04/2023	PROHIBITED PARKING OR STANDING	315 N 8TH ST HARRISBURG
LCSO	23-P-0002	220573	04/04/2023	PROHIBITED PARKING OR STANDING	315 N 8TH ST HARRISBURG
LCSO	23-P-0003	220574	04/04/2023	PROHIBITED PARKING OR STANDING	315 N 8TH ST HARRISBURG
LCSO	23-P-0004	220575	04/04/2023	PROHIBITED PARKING OR STANDING	315 N 8TH ST HARRISBURG
LCSO	23-P-0005	220576	04/04/2023	PROHIBITED PARKING OR STANDING	315 N 8TH ST HARRISBURG
LCSO	23-P-0006	220577	04/04/2023	PROHIBITED PARKING OR STANDING	315 N 8TH ST HARRISBURG
LCSO	23-P-0007	220578	04/04/2023	PROHIBITED PARKING OR STANDING	315 N 8TH ST HARRISBURG
LCSO	23-P-0008	220579	04/04/2023	PROHIBITED PARKING OR STANDING	315 N 8TH ST HARRISBURG
LCSO	23-P-0009	220580	04/04/2023	PROHIBITED PARKING OR STANDING	315 N 8TH ST HARRISBURG
LCSO	23-T-0071	220589	04/05/2023	DRIVE WHILE SUSPENDED/REVOKED; DRIVE UNINSURED	710 LASALLE ST HARRISBURG
LCSO	23-T-0070	120997	04/06/2023	DRIVE WHILE SUSPENDED/REVOKED	799 S 3RD ST/S 2ND ST HARRISBURG
LCSO	23-T-0072	220602	04/06/2023	DRIVING WHILE UNINSURED; DWS	761 PRICEBORO DR/S 6TH ST HARRISBURG
LCSO	23-T-0073	220611	04/07/2023	DWS; DRIVE UNINSURED; FTR VEHICLE; FT INSTALL IID	192 S 3RD ST HARRISBURG
LCSO	23-P-0010	220612	04/07/2023	ILLEGAL STOPPING, STANDING OR PARKING	908 SMITH ST HARRISBURG
LCSO	23-T-0074	220613	04/07/2023	DRIVE WHILE SUSPENDED/REVOKED; FTC PROOF INSURANCE	799 S 3RD ST/S 2ND ST HARRISBURG
COHB	23-M-0024	23-M-0024	04/12/2023	FAILURE TO APPEAR ON CRIMINAL CITATION	
COHB	23-M-0025	23-M-0025	04/12/2023	FAILURE TO APPEAR ON CRIMINAL CITATION	
COHB	23-M-0026	23-M-0026	04/12/2023	FAILURE TO APPEAR ON CRIMINAL CITATION	
COHB	23-M-0027	23-M-0027	04/12/2023	FAILURE TO APPEAR ON CRIMINAL CITATION	
COHB	23-M-0028	23-M-0028	04/12/2023	FAILURE TO APPEAR ON CRIMINAL CITATION	
COHB	23-M-0029	23-M-0029	04/12/2023	FAILURE TO APPEAR ON CRIMINAL CITATION	
COHB	23-M-0030	23-M-0030	04/12/2023	FAILURE TO APPEAR ON CRIMINAL CITATION	
COHB	23-M-0031	23-M-0031	04/12/2023	FAILURE TO APPEAR ON CRIMINAL CITATION	
COHB	23-M-0032	23-M-0032	04/12/2023	FAILURE TO APPEAR ON CRIMINAL CITATION	
LCSO	23-T-0076	220683	04/14/2023	EXPIRED VALIDATING STICKER	770 LASALLE ST HARRISBURG
LCSO	23-T-0077	220685	04/14/2023	FAIL TO CARRY PROOF OF INSURANCE	600 LASALLE ST HARRISBURG
LCSO	23-T-0078	220688	04/14/2023	DRIVE WHILE SUSPENDED/REVOKED; DRIVE UNINSURED	700 SOMMERVILLE LOOP/S 6TH ST HARRISBURG
LCSO	23-T-0079	220689	04/14/2023	PERMIT UNLAWFUL OPR OF VEHICLE	700 SOMMERVILLE LOOP/S 6TH ST HARRISBURG
LCSO	23-T-0080	220690	04/14/2023	DRIVE WHILE SUSPENDED/REVOKED; DRIVE UNINSURED	1199 S 6TH ST/PRICEBORO DR HARRISBURG
LCSO	23-T-0081	220691	04/15/2023	DRIVE WHILE SUSPENDED/REVOKED	299 S 2ND ST/MACY ST HARRISBURG
COBURG PD	23-T-0083	C6612	04/19/2023	VIOLATING DESIGNATED SPEED 11-20 MPH	6TH ST & SOMMERVILLE LP
COBURG PD	23-T-0082	C6613	04/19/2023	VIOLATING DESIGNATED SPEED 11-20 MPH	6TH ST & SOMMERVILLE LP
COBURG PD	23-T-0084	190685	04/20/2023	FAILURE TO OBEY TRAFFIC CONTROL DEVICE-SIGN	7TH ST & SMITH ST
COBURG PD	23-T-0085	190686	04/20/2023	FAILURE TO OBEY TRAFFIC CONTROL DEVICE-SIGN	7TH ST & SMITH ST
COBURG PD	23-T-0087	1883	04/23/2023	FAILURE TO OBEY TRAFFIC CONTROL DEVICE-SIGN	7TH ST & TERRITORIAL ST
COBURG PD	23-T-0086	C6614	04/25/2023	VIOLATING DESIGNATED SPEED 11-20 MPH	DIAMODN HILL DR & N. 9TH ST.
LCSO	23-M-0034	220824	04/28/2023	DRIVE WHILE SUSPENDED - MISD	24287 HWY 99E & SUBSTATION
LCS	23-T-0088	220832	04/28/2023	EXPIRED VALIDATING STICKER; DWS	299 LASALLE ST & S. 3RD ST
LCS	23-T-0089	220833	04/28/2023	EXPIRED VALIDATING STICKER	390 SOMMERVILLE AVE

Grand Totals:

40