

Harrisburg City Council Agenda  
February 13, 2024  
6:30 PM

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Mayor: Robert Duncan  
Council President: Mike Caughey  
Councilors: Kimberly Downey, Robert Boese, Randy Klemm, Charlotte Thomas  
and Cindy Knox  
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 THE MAYOR APPOINTING BUDGET COMMITTEE MEMBERS TO A TERM SET TO EXPIRE DECEMBER 31, 2024 AND A TERM ENDING DECEMBER 31, 2026**

**STAFF REPORT:**

Exhibit A: Applications for Douglas Buchholz and Jana Jenkins

**MAYOR ACTION: I, MAYOR ROBERT DUNCAN, APPOINT DOUGLAS BUCHHOLZ TO SERVE ON THE BUDGET COMMITTEE FOR A TERM ENDING DECEMBER 31, 2026 AND JANA JENKINS TO SERVE ON THE BUDGET COMMITTEE FOR A TERM SET TO EXPIRE DECEMBER 31, 2024**

- 2. THE MATTER OF REVIEWING AN IGA (INTERGOVERNMENTAL AGREEMENT) WITH THE DEPARTMENT OF LAND CONSERVATION AND DEVELOPMENT (DLCD) FOR PARTICIPATING AND COMPLETING ANOTHER 5-YEAR NATURAL HAZARDS MITIGATION PLAN (NHMP) FOR THE CITY OF HARRISBURG, AS PART OF THE MULTI-JURISIDIRECTIONAL COMMITTEE COLLABORATING ON THE LINN COUNTY NHMP PROJECT**

**STAFF REPORT:**

Exhibit A: IGA

Exhibit B: Project Schedule

**ACTION: MOTION TO APPROVE THE IGA WITH DLCD FOR THE COMPLETION OF THE NEXT NHMP, AND AUTHORIZE THE CITY ADMINISTRATOR TO SIGN THE DOCUMENT ON BEHALF OF THE CITY**

- 3. THE MATTER OF CONSIDERATION OF AN ALTERNATE WORK SCHEDULE FOR CITY STAFF MEMBERS, AND HOW IT WOULD AFFECT CITY FACILITY SCHEDULES**

**STAFF REPORT:**

Exhibit A: Personnel Committee Staff Report

Exhibit B: BYU Study

Exhibit C: OAMR Survey Results

Exhibit D: Employee Survey & Results

**ACTION: FOR DISCUSSION – TBD**

**4. THE MATTER OF APPROVING THE ANNUAL COLI INCREASE AS RECOMMENDED BY THE PERSONAL COMMITTEE**

**STAFF REPORT:**

Exhibit A: Personnel Committee Staff Report

Exhibit B: The Finance Officer will provide the cost of living numbers on February 13, 2024

**ACTION: DEPENDING UPON THE NUMBERS PRESENTED BY THE FINANCE OFFICER, MOTION TO APPROVE THE ANNUAL COLI INCREASE OF NO MORE THAN 3.5% AND NO LESS THAN 3.0%**

**5. THE MATTER OF APPROVING THE ANNUAL EVALUATION AND A PROPOSED WAGE INCREASE FOR THE CITY ADMINISTRATOR**

**STAFF REPORT:**

Exhibit A: Personnel Committee Staff Report for February 6, 2024

Exhibit B: Memo from City Administrator

Exhibit C: Red-Lined City Administrator Employment Agreement with Code of Ethics

Exhibit D: City Administrator Job Description

**ACTION: MOTION TO:**

**1. APPROVE THE ANNUAL EVALUATION FOR THE CITY ADMINISTRATOR, MICHELE ELDRIDGE, AT A SCORE OF 3.6 OUT OF 4; AND**

**2. APPROVE A \$5,000 WAGE INCREASE TO THE CITY ADMINISTRATOR, WITH AN EFFECTIVE DATE OF MARCH 1, 2024, PLUS THE APPROVED COLI, IF THE BUDGET ALLOWS; AND**

**3. APPROVE THE CHANGES MADE TO SECTION 4.1 OF THE CITY ADMINISTRATOR EMPLOYMENT AGREEMENT REFLECTING SALARY**

**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 for December 19, 2023

Exhibit B: Payment Approval Report for December 2023

Exhibit C: Municipal Court Collections Report December 2023

Exhibit D: Municipal Court Citation Report December 2023

**ACTION: MOTION TO APPROVE THE CONSENT LIST**

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

**Minutes from the December 19, 2023 City Council Meeting**

**The Payment Approval Report for December 2023**

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

- Administrative Assistant Position
- City Attorney Update

**AN EXECUTIVE SESSION UNDER ORS 192.660(1)(2) (H) WILL NOW BE OPENED TO CONSULT WITH COUNSEL CONCERNING LITIGATION OR LITIGATION LIKELY TO BE FILED**

7. **THE MATTER OF HOLDING AN EXECUTIVE SESSION UNDER ORS 192.660(1)(2)(H) “TO CONSULT WITH COUNSEL CONCERNING THE LEGAL RIGHTS AND DUTIES OF A PUBLIC BODY WITH REGARD TO CURRENT LITIGATION OR LITIGATION LIKELY TO BE FILED”**

**STAFF REPORT:**

Exhibit A: None

**ACTION: TBD**

**OTHER ITEMS**

**ADJOURN**

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

**THE MATTER OF THE MAYOR APPOINTING BUDGET COMMITTEE MEMBERS TO A TERM SET TO EXPIRE DECEMBER 31, 2024 AND A TERM ENDING DECEMBER 31, 2026**

**STAFF REPORT:**

Exhibit A: Applications for Douglas Buchholz and Jana Jenkins

**MAYOR ACTION: I, MAYOR ROBERT DUNCAN, APPOINT DOUGLAS BUCHHOLZ TO SERVE ON THE BUDGET COMMITTEE FOR A TERM ENDING DECEMBER 31, 2026 AND JANA JENKINS TO SERVE ON THE BUDGET COMMITTEE FOR A TERM SET TO EXPIRE DECEMBER 31, 2024**

**THIS AGENDA BILL IS DESTINED FOR:** Regular Agenda- February 13, 2024

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

STAFF RECOMMENDATION:

**Staff recommends the Mayor appoint Douglas Buchholz and Jana Jenkins to serve on the Budget Committee**

BACKGROUND INFORMATION:

After the resignation of Budget Committee Members Raande Loshbaugh and Ruby Bennett, the Budget Committee had two openings for terms ending December 31, 2024 and December 31, 2026. The City received two applications (**Exhibit A**) from Douglas Buchholz and Jana Jenkins. Both applicants have stated their desire to contribute and support the City of Harrisburg. Staff is very pleased and excited to have both residents on this committee.

The Mayor appoints members to the Budget Committee.

REVIEW AND APPROVAL:

*Lori Ross*                      02/06/2023

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Lori Ross                                      Date  
City Recorder

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City of Harrisburg  
120 Smith Street  
Harrisburg, OR 97446  
Phone (541) 995-6655  
[www.ci.harrisburg.or.us](http://www.ci.harrisburg.or.us)

### BOARD & COMMITTEE APPLICATION FORM

Planning Commission, Budget Committee, and Library Board

Name:

Address:

Phone Number:

Email:

Are you a Harrisburg resident? Yes  No

Employment:

In which position are you interested?\*

Tell us why you would like to be included on the Board or Committee of your choice and what you will contribute:

Please list any schooling, hobbies, prior experience or any other information that would indicate how you would contribute to the Board or Committee.

Please list a personal/professional reference that we may contact:

Name:

Address:

Phone Number:

Relation to you:

By providing your signature below, you acknowledge that you are the applicant for the committee position and authorize the City to contact your references.

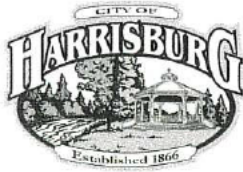
Date:

\*Please be aware that candidates for City Council and Planning Commission are subject to State Ethic Law Requirements. For further information on ethics laws and what the requirements are, please ask for Lori Ross, City Recorder.

\*\*Please submit completed applications to PO Box 378, Harrisburg, Oregon 97446 or in person at 354 Smith St or by emailing to [lross@ci.harrisburg.or.us](mailto:lross@ci.harrisburg.or.us).



1/8/24



City of Harrisburg  
120 Smith Street  
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### BOARD & COMMITTEE APPLICATION FORM

Planning Commission, Budget Committee, and Library Board

Name:

Address:

Phone Number:

Email:

Are you a Harrisburg resident?      Yes       No

Employment:

In which position are you interested?\*

Tell us why you would like to be included on the Board or Committee of your choice and what you will contribute:

Please list any schooling, hobbies, prior experience or any other information that would indicate how you would contribute to the Board or Committee.

Please list a personal/professional reference that we may contact:

Name:

Address:

Phone Number:

Relation to you:

By providing your signature below, you acknowledge that you are the applicant for the committee position and authorize the City to contact your references.

Date:

\*Please be aware that candidates for City Council and Planning Commission are subject to State Ethic Law Requirements. For further information on ethics laws and what the requirements are, please ask for Lori Ross, City Recorder.

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

**THE MATTER OF REVIEWING AN IGA (INTERGOVERNMENTAL AGREEMENT) WITH THE DEPARTMENT OF LAND CONSERVATION AND DEVELOPMENT (DLCD) FOR PARTICIPATING AND COMPLETING ANOTHER 5-YEAR NATURAL HAZARDS MITIGATION PLAN (NHMP) FOR THE CITY OF HARRISBURG, AS PART OF THE MULTI-JURISIDICIONAL COMMITTEE COLLABORATING ON THE LINN COUNTY NHMP PROJECT**

**STAFF REPORT:**

- Exhibit A: IGA
- Exhibit B: Project Schedule

**ACTION: MOTION TO APPROVE THE IGA WITH DLCD FOR THE COMPLETION OF THE NEXT NHMP, AND AUTHORIZE THE CITY ADMINISTRATOR TO SIGN THE DOCUMENT ON BEHALF OF THE CITY**

**THIS AGENDA BILL IS DESTINED FOR:** Agenda – February 13, 2024

<b>BUDGET IMPACT</b>		
<b>COST</b>	<b>BUDGETED?</b>	<b>SOURCE OF FUNDS</b>
N/A	Yes/No	N/A

**STAFF RECOMMENDATION:**  
**Staff recommends the City Council review and approve the IGA document.**

**BACKGROUND INFORMATION:**  
The City started the process of working through the NHMP process with Linn County and DLCD (Department of Land Conservation and Development) last year, but the process was brought to a halt due to how the initial IGA was written. Linn County has now regrouped and re-engaged with the Natural Hazards Mitigation Plan (NHMP) process in the month of November, and a new DLCD Staff member has been assigned. A NHMP is required if the County or any of its cities wish to have access to Hazard Mitigation Assistance (HMA) which is FEMA grant funding, if an emergency is declared. The City participated in the 2018 NHMP process, and has its own segment of the County plan, as does all the other cities located in the County.

Staff is pleased that the State of Oregon is paying for the 25% cost share requirement of the grant provided by FEMA, as shown on page 1 and 2 of the agreement, shown in **Exhibit A**. (One of the reasons for why the original IGA was rejected by City Staff, is because the requirements were too strenuous, as well as requiring the collective Cities to pay for the entire cost share portion of this program.) Cities will be required to provide

staff time for reviewing the drafts and final versions of the NHMP for Harrisburg, as well as time to participate in the NHMP Steering Committee meetings. As shown on pages 14-16 in the scope, the City must also execute the public engagement program for our area, provide a web page for this project, and include the agencies in our area in the review of the Harrisburg part of the mitigation plan. (Agencies will include the HFRD, and School District.) The City is required to have the final document reviewed and approved by the City Council, after it is approved by FEMA.

There were several issues with the initial contract language, but at the meeting held on February 7<sup>th</sup>, those issues were addressed. Staff asked for clarification of who is responsible for obtaining an extension of time, as noted in section 2, and was told that DLCD had already applied for the extension, but hadn't yet been approved. Staff caught several other errors in the document, but was able to have those resolved. (On page 7, section 21, the word DISTRICT was replaced by CITY, and on page 19, the target dates are the original dates from when the County first started the process). Those have now been revised. The schedule for this project is shown in **Exhibit B**. This project is planned to be completed by fall 2025.

REVIEW AND APPROVAL:



02.07.24

Michele Eldridge      Date  
City Administrator

## INTERGOVERNMENTAL AGREEMENT

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

### 1. Authority

This Agreement is authorized by ORS 190.110.

### 2. Effective Date

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

### 3. Background

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

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

The City of Harrisburg Natural Hazards Mitigation Plan (NHMP) is contained within the Linn County Multi-Jurisdictional Natural Hazards Mitigation Plan (MJNHMP) and relies, as do the other participating jurisdictions’ NHMPs, upon the general, county-wide information in Linn County’s portion of the MJNHMP.

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

This grant requires a 25% non-federally funded cost share. In general, jurisdictions’ services and expenses in performance of their project responsibilities comprise the cost share in kind. The cost share for this specific grant, this one time only, will be provided by the State of Oregon with funds

appropriated under House Bill 5006 (2021). Therefore, the City of Harrisburg and other jurisdictions participating in the Linn County MJNHMP Update have no responsibility for providing any portion of the 25% cost share for this specific MJNHMP update.

DLCD will submit the final draft Linn County MJNHMP to the Oregon Department of Emergency Management (OEM) and FEMA for review. Revisions may be required. Once all requirements are met, FEMA will issue a letter indicating the Linn County MJNHMP is “approvable pending adoption (APA).” If the Harrisburg City Council accepts the APA version of the Linn County MJNHMP via resolution, DLCD will forward a copy of the signed resolution to OEM and FEMA, and FEMA will issue a letter of final approval.

#### 4. Purpose

The purposes of this Intergovernmental Agreement are to:

- (a) Formalize a working relationship between DLCD and CITY that is to result in an updated Linn County MJNHMP adopted by the CITY and approved by FEMA;
- (b) Ensure the CITY is aware that the grant supporting this project requires the final deliverable to be a FEMA-approved NHMP, and that to achieve FEMA approval the CITY must not only consider, but also adopt an NHMP that FEMA has agreed to approve; and
- (c) Ensure the CITY is aware that while documentation of cost share either in cash or in kind is not required for this specific grant, the CITY is responsible for contributing substantially to the Project providing staff time and other resources (such as copying, arranging meeting facilities and refreshments, etc.).

#### 5. Responsibilities of Parties

##### (a) Responsibilities of DLCD.

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

Specific DLCD responsibilities include:

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

##### (b) Responsibilities of CITY.

- i. CITY will appoint at least one representative to the Steering Committee. Members and alternates must have or have been delegated decision-making authority on behalf of their jurisdictions or organizations for this Project.

- ii. CITY staff will recommend that the City Council accept via resolution the APA draft of the Linn County MJNHMP.
- iii. Specific project responsibilities of the Steering Committee members include:
  - A. Attending and actively participating in Steering Committee meetings;
  - B. Providing data and information;
  - C. Engaging with internal and external stakeholders;
  - D. Executing the Project's public engagement program;
  - E. Shepherding the plan through their jurisdictions' respective public adoption processes; and
  - F. Performing any other Project work assigned by Exhibit A: Scope of Work.

## 6. Compensation and Costs

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

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

While documentation of cost share either in cash or in kind is not required for this specific grant, CITY is responsible for contributing significantly to the Project by providing staff time and other resources (such as copying, printing, mailing, meeting facilities and refreshments, etc.).

## 7. Project Contacts

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

### DLCD's Project Contact is:

Katherine Daniel, Natural Hazards Planner  
Oregon Department of Land Conservation and Development  
635 Capitol Street NE, Suite 150  
Salem, OR 97301  
(971) 375-3767  
[katherine.daniel@dlcd.oregon.gov](mailto:katherine.daniel@dlcd.oregon.gov)

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

Michele Eldridge, City Administrator  
City of Harrisburg  
PO Box 378  
Harrisburg, OR 97446  
(541) 995-6655  
[meldridge@ci.harrisburg.or.us](mailto:meldridge@ci.harrisburg.or.us)

**8. Termination**

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

**9. Non-Discrimination**

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

**10. Non-Appropriation**

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

**11. Representations and Warranties**

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

- (a) Have been duly authorized by the CITY;
- (b) Do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of the CITY's charters or other organizational documents; and



- (c) Do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which the CITY is party or by which the CITY may be bound or affected.

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

## 12. Records

Parties and their duly authorized representatives shall have access to the books, documents, and records which are directly pertinent to Agreement for the purpose of making audit, examination, excerpts, and transcript. This does not require either Party to provide documents that are legally privileged or otherwise exempt from disclosure under the Oregon Public Records Law, ORS 192.311 to 192.478.

## 13. Contribution

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

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

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

#### **14. Subcontracting and Assignment**

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

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

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

#### **16. Indemnification**

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

indemnity by the CITY shall be subject to the limitations of Article XI, Section 12 of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 to 30.300.

### **17. Insurance**

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

### **18. Severability**

If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid. In such event, the Parties intend that the conflict not invalidate the other provisions of this Agreement and the Parties shall negotiate in good faith to agree on replacement language for the offending term or provision that will be consistent with the purposes of this Agreement.

### **19. Compliance With Law**

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

### **20. Force Majeure**

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

### **21. No Third Party Beneficiary**

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

### **22. Merger, Waiver and Modification**

This Agreement and all exhibits and attachments, if any, constitute the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver or consent

under this Agreement binds either Party unless in writing and signed by both Parties. Such waiver or consent, if made, is effective only in the specific instance and for the specific purpose given. EACH PARTY, BY SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

### **23. Amendments**

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

### **24. Acknowledgment of Funds and Copyright**

(a) Acknowledgment of Funds.

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

(b) Copyright.

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

### **25. Survival**

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

### **26. Interpretation**

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

### **27. Counterparts**

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

////

EXHIBIT A

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates set forth below.

CITY OF HARRISBURG

APPROVED AS TO FORM:

\_\_\_\_\_  
Michele Eldridge, City Administrator

\_\_\_\_\_  
Name & Title

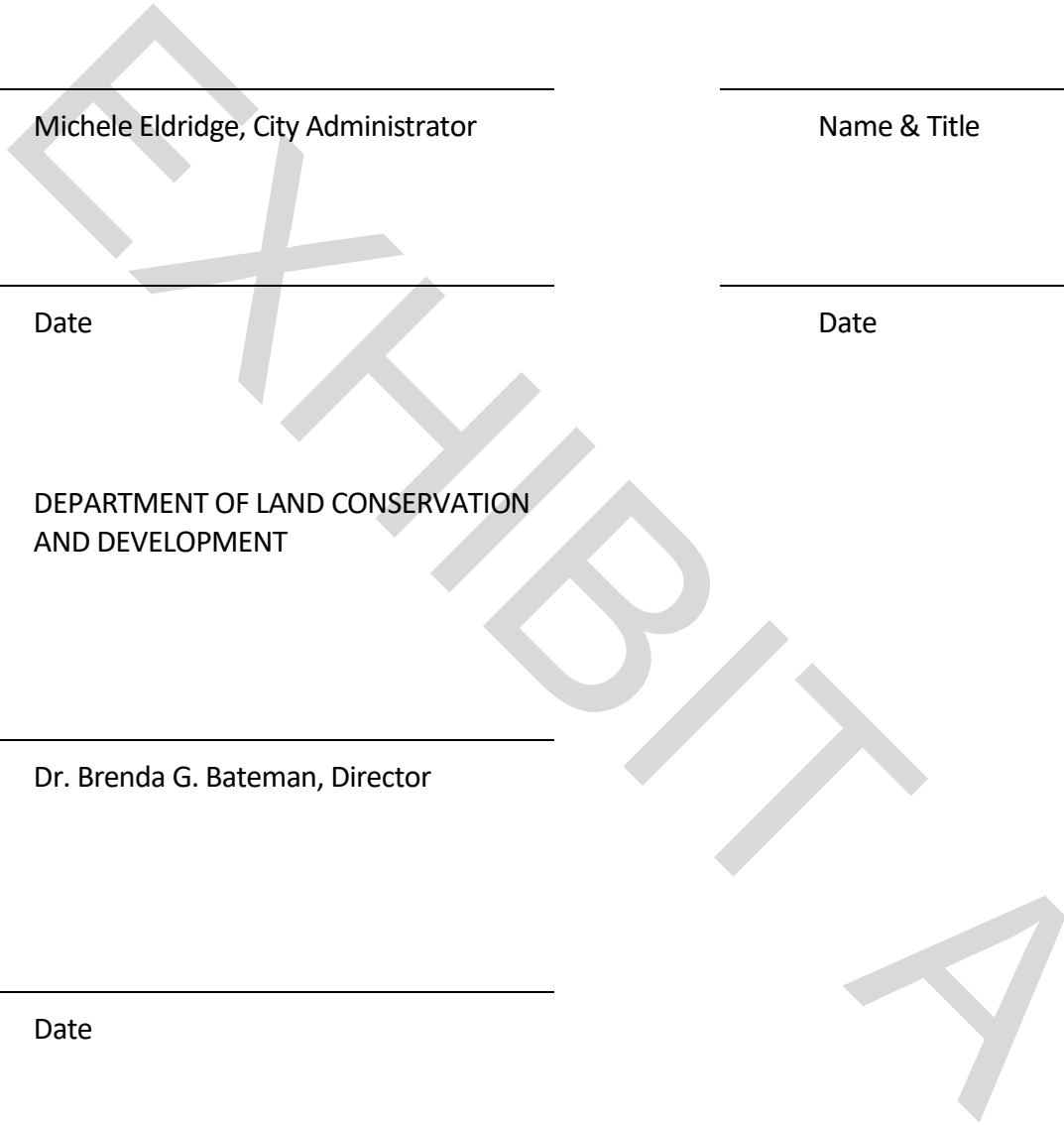
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Date

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Date

DEPARTMENT OF LAND CONSERVATION  
AND DEVELOPMENT

\_\_\_\_\_  
Dr. Brenda G. Bateman, Director

\_\_\_\_\_  
Date



## Exhibit A

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

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

### Scope of Work

#### PROJECT DESCRIPTION

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

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

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

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

PHASE 1: ORGANIZE

Purpose

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

Task 1: Prepare a Draft Intergovernmental Agreement (IGA)

The purpose of the IGA is to formalize a working relationship between DLCD and JURISDICTIONS to execute an update of the Linn County MJNHMP; ensure that each jurisdiction adopts and obtains FEMA approval of the updated MJNHMP; and ensure that each jurisdiction provides cost share and documents its cost share contribution as required.

DELIVERABLES

DLCD 1. Draft IGA for review by COUNTY

Target Date: May 2022, revised version February 2024

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

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

DELIVERABLES

DLCD 1. Draft SOW

Target Date: May 2022, revised version February 2024

Task 3: Develop a Project Schedule

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

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



many opportunities as possible is encouraged, as greater public participation benefits the community and strengthens the MJNHMP.

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

DELIVERABLES

DLCD 1. Draft Project Schedule

Target Date: May 2022, revised schedule February 2024

Task 4 Coordinate with COUNTY

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

Meet remotely or in person with COUNTY and:

- A. Discuss the Intergovernmental Agreement .
- B. Discuss the Scope of Work and revise as necessary or appropriate.
- C. Discuss the current MJNHMP’s strengths and opportunities for improvement and recommend a strategy for addressing them.
- D. Determine the scope of the update.
- E. Discuss the Draft Project Schedule (Task 3, Deliverable 1) and revise as necessary or appropriate;
- F. Discuss *Table 1: Allocation of Basic Responsibilities and Tasks* and revise as necessary or appropriate. These basic responsibilities and tasks will be performed throughout the duration of the project in addition to other others described and deliverables assigned in Tasks 1 through 16.
- G. Determine the method for and roles of DLCD and COUNTY in inviting cities, special districts, Tribes, and other interested parties to participate in the planning process.
- H. Designate SC members and alternates. **SC members and alternates must have or have been delegated authority to make decisions and act on behalf of their jurisdictions, departments or organizations for the purposes of this project;**

- I. Draft a list of stakeholders, technical advisors, and other interested parties.
  - a. The list must include at a minimum representative of the following sectors: (a) Emergency Management; (b) Economic Development; (c) Land Use and Development; (d) Housing; (e) Health and Social Services; (f) Infrastructure (including transportation and other community lifelines); and (g) Natural and Cultural Resources.
    - i. Community lifelines include: (a) Safety and Security; (b) Food, Water, and Shelter; (c) Health and Medical; (d) Energy; (e) Communications; (f) Transportation; and (g) Hazardous Material.
  - b. Local dam owners and/or the Oregon Dam Safety Program.
  - c. Representatives of each of the following must be invited to participate in the planning process: (a) Local and regional agencies involved in hazard mitigation activities; (b) Agencies that have the authority to regulate development; (c) Neighboring communities; (d) Representatives of businesses, academia, and other private organizations; (e) Representatives of non-profit organizations, including community-based organizations, that work directly with and/or provide support to underserved communities and socially vulnerable populations, among others.
 

Determine how to engage them in the planning process (e.g., Steering Committee, Technical Advisory Committee, one-to-one discussions, focus groups, etc.) and the roles of DLCD and COUNTY in inviting their participation. Identify and employ methods to overcome barriers and support meaningful engagement for all.
- J. Prepare a draft Public Engagement Program for SC discussion and finalization.
- K. Develop a Communication Protocol to ensure clear and effective communication.

• Table 1: ALLOCATION of BASIC RESPONSIBILITIES and TASKS

Responsibility/Task	DLCD	COUNTY	CITIES	SPECIAL DISTRICTS
<b>Steering and Technical Advisory Committee Meetings</b>				
• Prepare and distribute agenda 7 days prior to meetings via email. If a SC or TAC member does not have access to email, JURISDICTIONS will ensure the member receives a hard copy 5 days prior to meetings.	X	Assist	Assist	Assist
• Prepare handouts. If appropriate, distribute handouts 7 days prior to meetings via email. If a SC or TAC member does not have access to email, JURISDICTIONS will ensure the member receives a hard copy 5 days prior to meetings.	X	Assist	Assist	Assist

**Linn County Multi-Jurisdictional Natural Hazards Mitigation Plan Update**

DLCD IGA #21067-2-002

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Responsibility/Task	DLCD	COUNTY	CITIES	SPECIAL DISTRICTS
• Provide language for public notice of meetings if requested.	X	Assist		
• Lead and facilitate meetings.	X	Assist		
• Prepare and distribute meeting notes.	X			
• Engage with local internal and external stakeholders about the project and bring their input back to the committee discussions.	Assist	X	X	X
<b>Public Engagement Program</b>				
• Execute Public Engagement Program.	Assist	X	X	X
• Lead public engagement meetings and events.	Assist	X	X	X
• Facilitate public engagement meetings and events.	X	Assist	Assist	Assist
• Provide public notice of meetings and events through a variety of means.	Assist	X	X	X
• Shepherd MJNHMP through Planning Commission, Board and Council work sessions and adoption process.	Assist	X	X	X
<b>Plan Development</b>				
• Gather hazard and vulnerability data, existing plans, studies, reports, and technical information.	X	X	X	X
• Provide information on climate change and its influence on hazards.	X			
• Provide GIS services.	Assist	X	X	X
• Provide assessor data.		X		
• Provide other data and information.	Assist	X	X	X
• Analyze data.	X	Assist	Assist	Assist
• Write plan sections.	X	Assist	Assist	Assist
• Review plan sections.	X	X	X	X
• Edit plan sections.	X	Assist	Assist	Assist
• Finalize plan.	X			
<b>Administrative Functions</b>				
• Publish notice of meetings and events 7-10 days prior to date of occurrence.		X	X	X
• Print agenda, sign-in sheet and handouts for meetings. DLCD will print color and 11x17 handouts only if none of the JURISDICTIONS has capability and no commercial printer with capability is reasonably available.	Assist	X	X	X
• Develop and maintain during the update and after completion an interactive project web page and link to that page on the jurisdiction's home page.		X	X	X
• Establish and maintain a listserv, email service, or dedicated email address accessible on the project web page for communication with the public (e.g., distribute news, receive comments).		X	X	X

Responsibility/Task	DLCD	COUNTY	CITIES	SPECIAL DISTRICTS
• Jurisdictions without web access will commit to other methods for ensuring the project information is made available to the public in a timely manner.		X	X	X
• Track and accurately report cost-share in the required format at least quarterly by the deadline set by DLCD.	Assist	X	X	X
• Document the planning process by keeping copies of all agendas, sign-in sheets, notices, publications, web page updates, etc. for inclusion in the updated MJNHMP.	X	X	X	X
• Monitor and adjust project schedule.	X	Assist		
• Handle Logistics (space reservations, supplies, copies, audio/visual equipment, etc.) for Steering Committee meetings, public engagement meetings and events, etc. occurring in your jurisdiction.		X	X	X

DELIVERABLES

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

- COUNTY
1. Draft Steering Committee Roster
  2. Initial Draft Stakeholder Roster

Target Date: June – August 2022. Re-reviewed February 2024

Task 5 Invite and Confirm Participants

In accordance with the method and roles determined in Task 4, (A) invite cities and special districts, Tribes, and other interested parties to participate and appoint SC members and alternates. **Members will serve as their jurisdictions’, tribe’s, or organization’s official contact**

**for the project;** (B) Provide the IGA and Draft SOW to CITIES and DISTRICTS for review, noting that the IGA is not open to substantive revisions; and (C) invite stakeholders to participate. Confirm responses.

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

DELIVERABLES

- COUNTY 1. Final Roster of Steering Committee members and alternates
- 2. Second Draft Stakeholder or TAC Roster

Target Date: October 2023 – March 2024

Task 6 Hold Organizational SC Meeting

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

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

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

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

DELIVERABLES

- DLCD 1. Final Scope of Work
- 2. Final Project Schedule
- 3. Final SC Roster
- 4. Final Stakeholder or TAC Roster
- 5. Final Table 1, Allocation of Basic Responsibilities and Tasks
- 6. Final Communication Protocol
- 7. Final Public Engagement Plan

Target Date: April 2024

SC 1. Person responsible for developing and maintaining and up-to-date project website or otherwise ensuring project information is made available to the public in a timely manner for each jurisdiction.

2. Signed IGA

Target Date: April 2024

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

### Purpose

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

### Task 7 Review and Update the Risk Assessment

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

- A. Describe the type, location, and extent (intensity) of each of the natural hazards to which it is subject and how they may be influenced by climate change. This includes the natural hazards in the existing MJNHMP, and any additional natural hazards added during this MJNHMP update. High Hazard Potential Dams (HHPDs) must be included and treated as a natural hazard. Information shared by the Oregon Dam Safety Program and/or local dam owners must be described. If there is no risk to any JURISDICTION from HHPDs, as statement explaining the lack of risk must be included.
- B. Identify previous occurrences of each hazard with an emphasis on significant events. At a minimum, this includes any state and federal major disaster declarations for the planning area since the last update.
- C. Assess the probability of future occurrences of each hazard, including the effects of future conditions, including climate change, on the type, location, and range of anticipated intensities of identified hazards.
- D. Describe the geographic (political and physical), social, economic, cultural, and historic characteristics, land use, and development trends.
- E. Describe changes in development that have occurred in hazard-prone areas and how they have increased or decreased vulnerability since approval of the previous plan.

“Changes in development” means recent development, potential development, or conditions that may affect the risks and vulnerabilities of the jurisdictions or shifts in the needs of underserved communities or gaps in social equity. It may also include changes in local policies, standards, codes, regulations, land use regulations and other conditions.

- F. Identify estimated numbers and types of NFIP-insured structures that have sustained repetitive flood damages.
- G. Assess and describe the potential impacts on the JURISDICTIONS and identified assets including the effects of climate change, changes in population patterns, and changes in land use and development. Assess potential dollar losses to buildings, repetitive flood loss structures, infrastructure, and critical facilities from each hazard.
- H. Assess vulnerability to each hazard. Describe the current and future assets (people, structures, systems, natural resources, cultural resources, historic resources, and activities that have value to the community), and others defined by the JURISDICTIONS within identified hazard-prone locations that are at risk from the impacts of the identified hazards.
- I. To the extent reasonable based on limitations of data and analysis, present findings and indicate mitigation priorities.

DELIVERABLES

- SC 1. Plans, studies, reports, technical data, and information available for review and potential incorporation into the risk assessment
- DLCD 1. Estimated numbers and types of NFIP-insured structures in each jurisdiction including those having sustained repetitive losses and severe repetitive losses. If necessary, provide Routine Use Letter (Use O) to FEMA Region X to obtain additional information.
- 2. Coordinate and conduct group or individual meetings with cities, special districts, or tribes, if needed.

Target Date: February – June 2024

- COUNTY 1. Coordinate up to three SC meetings.
- 2. Assist DLCD with coordinating and facilitating CITIES or DISTRICTS group meetings, if requested.

Target Dates: February – April 2024

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

Target Dates: February – July 2024

Task 8 Public Review of Risk Assessment

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

DELIVERABLES

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

Target Date(s): August – September 2024

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

Target Date: September 2024

DLCD 1. Final comment and response matrix  
2. Second draft risk assessment incorporating public comments and final comment/response matrix

Target Date: October 2024

Task 9 Review and Update the Mitigation Strategy

DLCD will lead the SC in reviewing and updating the mitigation strategy. The mitigation strategy is the blueprint for reducing the potential losses and vulnerabilities identified through the risk assessment. The mitigation strategy sets mitigation goals; establishes and prioritizes mitigation actions for each jurisdiction; establishes an implementation strategy for accomplishing each action; analyzes the capabilities of each jurisdiction for carrying out its mitigation actions; and describes a process for integrating the content of the MJNHMP into other planning mechanisms. Multi-jurisdictional mitigation actions may be established by some or all of the jurisdictions. For each JURISDICTION, the mitigation strategy will:

- A. Establish mitigation goals consistent with the hazards identified in the risk assessment that explain what is to be achieved by implementing the mitigation strategy.
- B. Assess each jurisdiction’s mitigation capabilities. This must include a discussion of the existing building codes and land use and development ordinances or regulations and a description of the jurisdictions’ abilities to expand on and improve their capabilities. The capability assessment provides a rationale for which mitigation projects can be undertaken.



- C. Describe and include required evidence of each JURISDICTION’S participation in the NFIP and continued compliance with its requirements. Discuss CRS activities and issues raised during community assistance and monitoring activities.
- D. Document status (complete, ongoing, no longer relevant, included in updated plan) of mitigation actions in the current MJNHMP highlighting mitigation progress and successes.
- E. Identify and discuss any changes in mitigation priorities.
- F. Analyze a comprehensive range of potential mitigation actions that specifically address the vulnerabilities and impacts identified in the risk assessment. Revise and add new mitigation actions reflecting any changes in mitigation priorities and emphasizing new and existing buildings and infrastructure. Consider mitigation actions that benefit underserved communities and socially vulnerable populations. Mitigation actions must be clearly linked to the vulnerabilities and impacts identified in the risk assessment.
- G. Prioritize mitigation actions. Prioritization will include a general, qualitative cost/benefit assessment for mitigation projects.
- H. Establish an implementation strategy (responsible party, potential funding sources, expected time frames) for each mitigation action.

Deliverables

- SC
  - 1. Information about participation in and continued compliance with NFIP
  - 2. Information for and participation in capability assessment
  - 3. Information about planning mechanisms and timeline for integration

Target Date: July 2024

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

Target Dates: July – October 2024

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

Target Dates: December 2024

Task 10 Review and Update the Plan Maintenance Process

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

- A. Describe the method and schedule for monitoring (tracking mitigation actions), evaluating (assessing effectiveness of achieving the stated purpose), and updating

(reviewing and revising the plan) the mitigation plan within a five-year cycle. Identify how, when, and by whom the plan will be monitored, evaluated, and updated.

- B. Describe how the jurisdictions will continue public participation during the plan maintenance process.
- C. Describe the JURISDICTIONS’ processes for integrating the plan’s data information and hazard mitigation goals and actions into other planning mechanisms. Identify the planning mechanisms in accordance with the capability assessment.
- D. When updating the plan, explain how the JURISDICTIONS have integrated information from the MJNHMP into other planning mechanisms.
- E. Describe how the plan was revised due to changes in priorities.

DELIVERABLES

- DLCD
  - 1. Initial Draft Plan Maintenance Process for SC review
  - 2. Second Draft Plan Maintenance Process incorporating SC comments for public review

Target Date(s): November 2024 – February 2025

Task 11 Public Review of Mitigation Strategy and Plan Maintenance Process

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

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

DELIVERABLES

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

Target Date(s): January – February 2025

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

Target Date: February 2025

- DLCD
  - 1. Final comment and response matrix incorporating SC comments.

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

Target Date: March 2025

Task 12 Document the Planning Process

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

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

DELIVERABLES

- SC 1. Provide copies of web page updates, notices, publications, etc.
- DLCD 1. Initial Draft Planning Process chapter and documentation for SC review
- 2. Second Draft Planning Process chapter incorporating SC comments

Target Date(s): January 2024 – June 2025

Task 13 Review and Update Remaining Chapters

DLCD will assist the SC in reviewing and updating any remaining chapters or sections of the current MJNHMP and deciding if there is anything more that needs to be drafted. These may include an Executive Summary, Introduction, lists of tables and figures, glossary, list of acronyms, appendices, etc.

DELIVERABLES

- DLCD 1. Initial draft of remaining chapters or sections for SC review
- 2. Second draft of remaining chapters or sections incorporating SC comments

Target Date(s): October 2024 -April 2025

Task 14 Finalize Draft MJNHMP for State and Federal Review

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

DELIVERABLES

DLCD 1. Finalized Draft MJNHMP

Target Date: April 2025

PHASE 3: REVIEW AND APPROVAL PROCESS

Purpose

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

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

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

Task 15 Submit Draft MJNHMP for State and Federal Review

On behalf of JURISDICTIONS, DLCD will submit the Draft Linn County MJNHMP to the Oregon Emergency Management (OEM) for review. OEM will review the draft MJNHMP and when it is FEMA-approvable will submit it to FEMA for formal review. DLCD, and JURISDICTIONS will make any necessary revisions with review by the SC and public as appropriate until FEMA issues its APA letter.

DELIVERABLES

- DLCD 1. Submit finalized Draft MJNHMP with completed Local Mitigation Plan Review Tool to OEM.
- 2. Make any required changes in consultation with SC and resubmit until OEM and FEMA are satisfied that the draft MJNHMP is approvable as evidenced by receipt of FEMA’s APA letter.

Target Date:	Submittal to OEM:	April 2025
	Required Changes Completed:	June 2025
	FEMA Review Completed:	June 2025
	APA Received:	August 2025

Task 16 Adopt Final Draft MJNHMP

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

DELIVERABLES

- SC 1. Provide evidence of adoption to DLCD.
- DLCD 1. Submit evidence of adoption to OEM.
- 2. Insert approval process documents into the plan.
- 3. Record effective date on cover.
- 4. Distribute FEMA-approved, finalized Linn County MJNHMP to SC members.

Target Date:	Adoption Completed; Evidence to DLCD:	September 2025
	DLCD Submit Evidence to OEM:	September 2025
	FEMA Final Approval Received:	October 2025
	Final Distribution:	October 2025

BUDGET

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

## COST SHARE

This grant requires a 25% non-federally funded cost share. In general, jurisdictions' services and expenses in performance of their project responsibilities comprise the cost share in kind. The cost share for this specific grant, this one time only, will be provided by the State of Oregon with funds appropriated under House Bill 5006 (2021).

EXHIBIT A







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

**THE MATTER OF CONSIDERATION OF AN ALTERNATE WORK SCHEDULE FOR CITY STAFF MEMBERS, AND HOW IT WOULD AFFECT CITY FACILITY SCHEDULES**

**STAFF REPORT:**

- Exhibit A: Personnel Committee Staff Report
- Exhibit B: BYU Study
- Exhibit C: OAMR Survey Results
- Exhibit D: Employee Survey & Results

**ACTION: FOR DISCUSSION - TBD**

**THIS AGENDA BILL IS DESTINED FOR:** Agenda - February 13, 2024

<b>BUDGET IMPACT</b>		
<b>COST</b>	<b>BUDGETED?</b>	<b>SOURCE OF FUNDS</b>
N/A	Yes/No	N/A

**STAFF RECOMMENDATION:**

**Staff recommend that the City Council discuss and determine if they are willing to consider an alternative work schedule.**

**BACKGROUND INFORMATION:**

Staff are considering a change to an alternative work schedule, which could include a four-day work week. This subject had been on the Personnel Committee agenda, but due to only two City Council members being present, they have asked for this issue to be discussed by the full City Council,

The City Recorder did a good job summarizing the issue in the staff report shown in **Exhibit A**. There is also a study from BYU on City’s who have adopted this schedule (**Exhibit B**), a survey from OAMR members who have made the change to a four-day work week (**Exhibit C**), and the surveys from the City Employees (**Exhibit D**). There are certainly benefits to creating a work atmosphere and scheduling that has the potential to provide our employees with more job satisfaction.

As noted in the Staff Report, City Staff tracked phone calls and visits from citizens. Council will notice that in most cases, Friday activity is generally low. Sunny Fridays following bad weather considerably lowers activity on those days; weather and holidays affect the number of people coming to City Hall. The City used to have more traffic on Fridays, due to contractors, prior to adopting the State’s ePermitting system (Accela).

If the City Council considers allowing an alternate work schedule, that will affect staff in two separate locations; the Library’s schedule will not change.

- City Hall: The City’s policies generally require two people to be present in City Hall at any time. City Staff considered creating alternate teams of two who could take Friday’s off, while the other team had Monday’s. While this could easily change every two weeks, it is not supportive at current staffing levels. When someone takes vacation, or calls in sick, it would cause problems with the schedule. Therefore, if we adopt this alternative work schedule, the only options are to be closed on Fridays, (Staff works four 10-hour days) or consider closing at noon. (Staff works four 9-hour days, and one 4-hour day). Because City Staff answer the phones, and provide information to people, this option would be the one to cause the most impact to the citizens in our community.
- Public Works: There must be a Public Works Staff member working every single day of the week, which is why we have on-call staff, and weekend work. In this case, they do have enough employees at this location to easily provide alternate work schedules. There might be adjustments to make if three employees are gone to conferences at the same time, but in general, this could be adapted to work well for our employees at this location, and in fact, would likely improve productivity.
- Library: The Library staff work less than 40 hours a week, and the lead Librarian position already has Sat-Mon off, while the other Librarian works only 3 days a week. The alternate work schedule would not affect the Public Library. The hours would remain the same.

Any decision that is made that will affect citizens in the community should be communicated to them for some time ahead of when it takes effect. Therefore, if the City Council is willing to consider an alternative work schedule, then the discussion should center around whether City Hall should be closed for a full day on Friday’s, or a half day. Staff suggest that any changes should be communicated ahead of time for at least three months, with a proposed start date of June 1, 2024, unless the City Council prefers a different date.

If it is applicable, the City Council can: Motion to approve/deny that full-time City employees can adopt an alternative work schedule, based on City Hall being closed on Fridays (or) at noon on Fridays, with an effective date of \_\_\_\_\_.

REVIEW AND APPROVAL:



02.05.24

Michele Eldridge      Date  
City Administrator

# Agenda Bill Harrisburg Personnel Committee Harrisburg, Oregon

## THE MATTER OF DISCUSSING AN ALTERNATIVE WORK SCHEDULE FOR CITY EMPLOYEES

### STAFF REPORT:

- Exhibit A: BYU Study
- Exhibit B: Email Responses
- Exhibit C: Work Schedule Survey
- Exhibit D: Work Schedule Survey Results Summarized

**ACTION: TBD**

**THIS AGENDA BILL IS DESTINED FOR:** Regular Agenda –February 6, 2024

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

### STAFF RECOMMENDATION:

**Staff recommend the committee consider a request for an alternative work schedule including a 4-day work week.**

### BACKGROUND INFORMATION:

The concept of a four-day work week has become increasingly popular among companies and Municipalities as well. According to a Brigham Young University study (**EXHIBIT A**), City employees who work four 10-hour days a week, experience lower levels of at home conflict which can result in employees being more satisfied with their jobs, their compensation and are less likely to look for employment elsewhere.

Some of the most common benefits from an alternative work schedule (AWS) include improved employee morale, improved work family balance, improved customer service, and increased employee productivity. In addition, there could be cost savings for the City due to decreased overtime and overhead costs. Offering this type of schedule can improve our ability to hire talented employees and can decrease employees calling in sick.

This past April, City Staff reached out to other Cities in Oregon, who were members of the Oregon Association of Municipal Records (OAMR) and inquired about their employee work schedules. Those email responses are summarized in **EXHIBIT B**. The Cities participating in the AWS’s had similar positive experiences and appear to be very happy with the switch and their employers.

City Staff then reached out to all full-time employees and asked for their participation in completing a Work Schedule Survey (**EXHIBIT C**). Of the 11 surveys returned, 10 of 11 employees were in favor of a shorter work week and stated their preferred work schedule would

be four ten-hour shifts working Monday through Thursday. Those survey results are summarized in **EXHIBIT D** showing the ranking for AWS and the comments of the participating employees on the benefits of an AWS. One of the most popular comments was the benefit of spending more time with family.

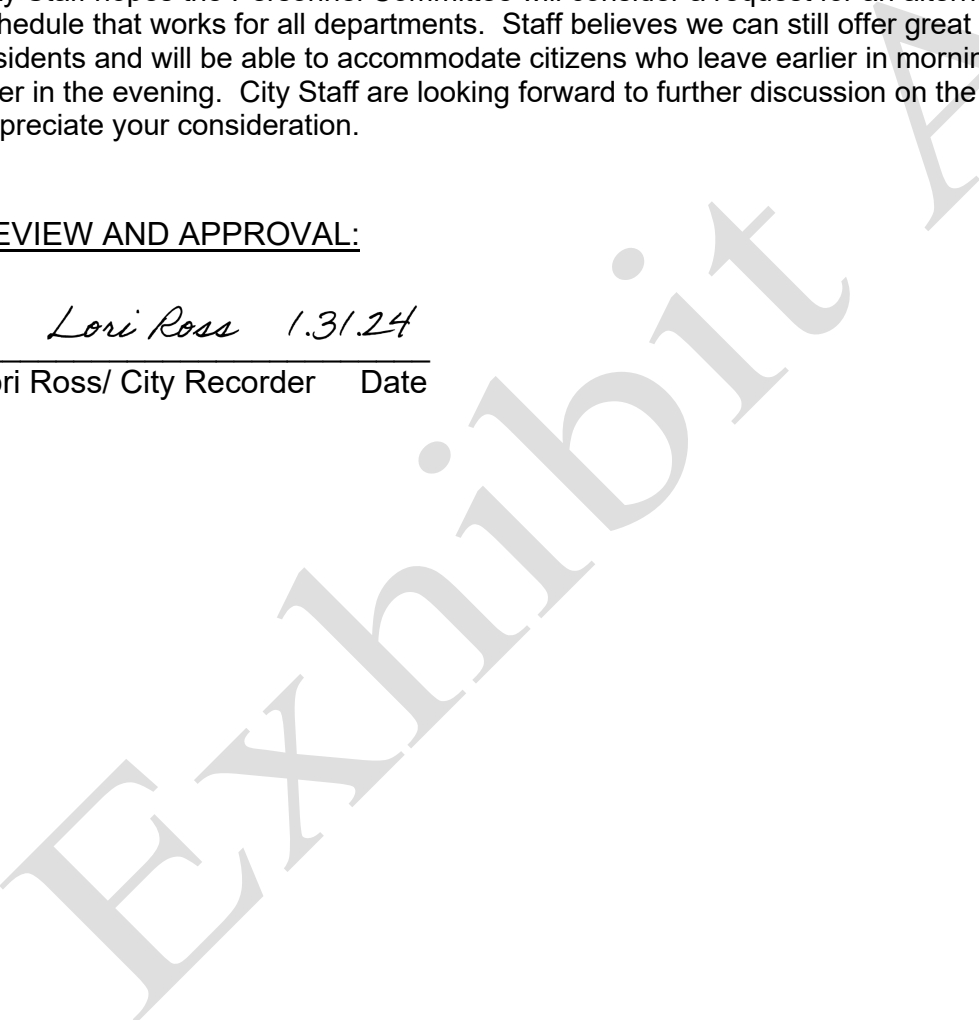
Office Staff also tracked phone calls and traffic inside City Hall on Fridays for a period of 10 weeks beginning March 24th and ending May 26<sup>th</sup>. During that period, the average number of phone calls was nine and an average of two customers entered City Hall. Staff also tracked October 5<sup>th</sup> to October 20<sup>th</sup>. During that time, that time, the average number of calls was 11 and an average of two customers entered City Hall. Many of those customers were noted to have been making utility payments.

City Staff hopes the Personnel Committee will consider a request for an alternative work schedule that works for all departments. Staff believes we can still offer great service to our residents and will be able to accommodate citizens who leave earlier in morning or arrive home later in the evening. City Staff are looking forward to further discussion on the matter and appreciate your consideration.

REVIEW AND APPROVAL:

*Lori Ross 1.31.24*

\_\_\_\_\_  
Lori Ross/ City Recorder      Date



# BYU Study Reveals Results of City's Four-Day Work Week



Lori L. Wadsworth, Assistant Professor of Public Management.

Rex L. Facer, Assistant Professor of Public Finance and Management.

PROVO, Utah — Jun 10, 2008 — Thank goodness it's Thursday.

According to a new Brigham Young University study, city employees who work four 10-hour days a week experience lower levels of at-home conflict, which they report translates to higher job satisfaction and productivity.

The paper, authored by Rex Facer and Lori Wadsworth of BYU's Romney Institute of Public Management, appears in this month's issue of Review of Public Personnel Administration.

The research was conducted among Spanish Fork City employees, many of whom work the alternative 4/10 schedule, rather than the traditional five eight-hour days. Salt Lake, West Valley, Provo, West Jordan and Draper are among other Utah cities which offer similar programs.

According to Facer, Utah cities embraced the new schedule to both save money on utilities and also to give citizens a wider range of times to access city hall.

BYU researchers found that even though 4/10 employees work the same number of hours per week as their traditional work-week counterparts, they reported being more satisfied with their jobs,

compensation, and benefits, and were less likely to look for employment elsewhere in the next year.

Among the most significant findings was the 4/10 schedule's connection to conflicts between work and home. The 4/10 employees were less likely to report that they come home too tired, that work takes away from personal interest, and that work takes time they would like to spend with family. Other studies have linked work-home conflict with low job performance and lessened productivity.

"The challenges of balancing work and home lives have become much more complex," Facer said.

"Finding ways to better manage work-family conflict is important in building stronger organizations and satisfied employee bases."

Other findings in the study show:

-- More than 60 percent of 4/10 employees reported higher productivity as a result of the 4/10 schedule.

-- More than 60 percent of employees reported agreement that citizen access has improved as a result of the 4/10 schedule.

In 2004, Spanish Fork joined the ranks of other Utah cities that offer alternative scheduling to their employees. Unpublished findings from the researchers indicate that citizens are split evenly among support, neutrality and opposition to the 4/10 schedule. The program has continued to evolve since its inception, in an effort to balance the complex and sometimes competing expectations of citizens. Within the last year, the city has reinstated Friday hours for some services.

Nine of Utah's 15 largest cities offer some form of alternative work schedules to their employees, a trend that is increasingly prevalent across the county. Of these cities, the 4/10 schedule is the most common program followed by a schedule that offers every other Friday off with employees making up hours in between.

Facer adds that while the research shows some of the positive effects of alternative schedules, each city needs to evaluate its citizens, workforce and services carefully before and after adoption.

"Policies may need to be adapted to meet local needs," he said. "Each city has to adapt to balance the very positive feelings the employees have about alternative schedules with the needs of the members of the community."

To aid in this process, Facer and Wadsworth are currently conducting a nation-wide study involving about 150 municipal human resources directors aimed at learning more about alternative work schedules and their effects in communities.

**Email sent out March 31, 2023 to the OMAR Email Distribution List. Below is a list of the responses I received.**

Good morning and HAPPY FRIDAY!

I hope everyone had a great week. I'm curious if there are any municipalities that work a four-day work or even half day Friday. If so, could you please share any information you have and comments on how it works for your organization.

I appreciate it!

Lori Ross  
City Recorder/Municipal Court Clerk  
City of Harrisburg  
120 Smith St  
PO Box 378  
Harrisburg, OR 97446  
Phone: (541)995-2239  
Fax: (541)995-9244  
[lross@ci.harrisburg.or.us](mailto:lross@ci.harrisburg.or.us)

**City of Tigard:** We've been on a compressed work week for close to 10 years. Clackamas County also has a compressed schedule.

**Pros:**

- Employees like it. We've heard this throughout the years.
- Helps separate us from other local governments when we're recruiting for job openings.
- Encourages a work/life balance
- Some financial savings by lowering utility bill
- With many city services offered online, community members do not need to visit City Hall as much.

**Cons**

- It's important to clearly communicate any changes to developers and others who use the Permit Center.
- You'll need to think about holidays that fall on a Friday and how employees should account for their time. We're given a holiday bank that we can use throughout the year.
- Becomes harder to schedule meetings.

**City of Hubbard:** We work 4 10's from 7AM-5:30PM. This gives the public more access to City Hall should they need to come in to do business than if we work 5 8's. The City Hall is open the entire time and when we were working 5 8's citizens couldn't come in prior to them going to work, after work, or on their lunch hour because we were closed for an hour for lunch since we only have 2/3

employees in the office. Yes, some get upset because we aren't open on Friday's, but we did a survey with those that came into City Hall and more citizens liked the hours with the 4 10's.

**City of Oakridge:** The City of Oakridge is open four days a week, M-Th 8-4. We feel that we are more productive having time to work when we are closed and surprisingly, we haven't had customer complaints about being closed on Fridays.

**The City of Bay City:** We work 4/10's in the main office. We are open 7am-5:30pm M-Th. Our public works has some that work 5/8's and others that work 4/10's. We've had no complaints from the public, most tell us that they are happy to see the office open earlier in the morning so they can stop by before they go to work.

**City of Brookings:** The City of Brookings office is closed on Fridays. We all had the choice because of this to work 4-10s or 5-8s. Currently the Finance Department chooses to work 5-8s so that they can get a lot of their work done without public interruption. The rest of City Hall works 4-10s. However, our Public Works department switches seasonally. In the Winter they work 5-8s and when it hits Spring (Daylight Savings). They work 4-10s because they have more daylight to get things done.

**City of Happy Valley:** We are not officially on a modified schedule city wide, but many employees work Monday through Thursday 7-5:30 if permitted by their supervisor. I think it works great and could be a powerful recruitment tool. Most the time people use Fridays for appointments, etc. so sick time usage decreases, and the public is thrilled when they can contact someone a little earlier or later than usual. Downsides to consider are ergonomic factors, eyestrain, or a potential greater propensity for injury (depending on the position, maybe Public Works for the latter). We haven't noticed an issue, but it might be something to watch. I know some parents are divided on it as well.

**City of Bandon:** Bandon did the 9/80 for two years, we are now doing 4\10. We work 6:30 a.m. to 5:00 p.m. or 5:30 depending on 30 minute or hour lunch. We are open to the public from 7:30a.m. to 5:30 p.m. We love it. Not as many people take day here and there most just use their Fridays for appointments that they have. We have four-day holidays when holidays follow on Monday, which is nice break.

**City of Estacada:** We are similar to Bandon. Work Monday-Thursday 7:00-5:30. We are open to the public 7:30-5:00pm. We all love it too. Feels like a mini vacation every week! 😊 We hear the occasional grumble from a customer about not being open on Fridays, but it's very rare. I think people are used to it now. We've been doing it since about 2017 or 2018 I believe.

**City of Gold Beach:** We just switched to 4/10's in Gold Beach starting today. We gave 5 weeks' notice to the public for the change. We do not have any remote positions at this time

**City of Burns:** The City of Burns - City Hall operates Monday - Thursday from 7:00 a.m. to 6:00 p.m. This schedule started the first of July. We advertised this change for a month in the newspaper, radio, and online.



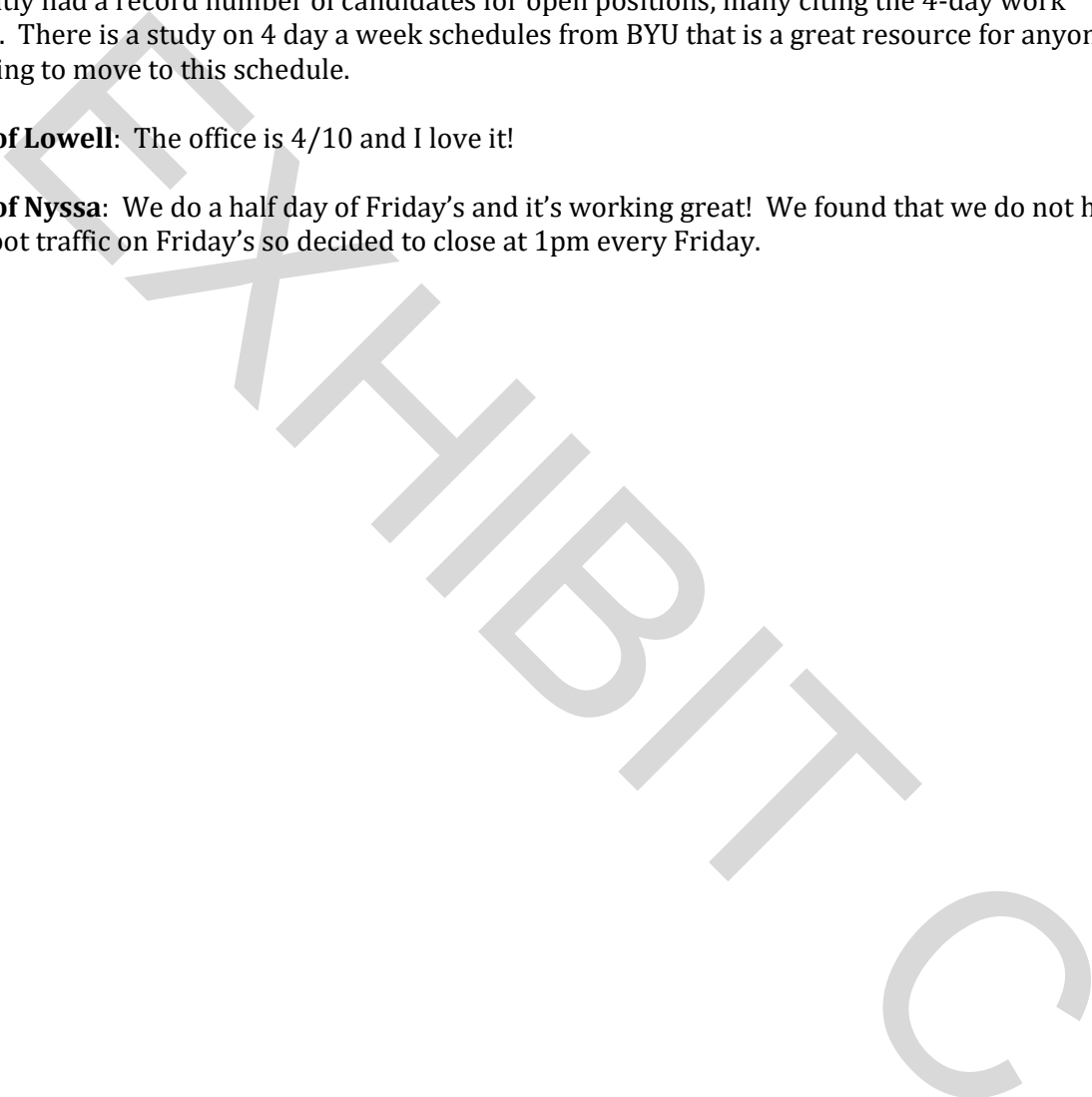
We have had great feedback from the community on the extended hours, with very little negative feedback.

Public Works also works a 4/10 schedule, but half the crew works Monday – Thursday, and the other half Tuesday – Friday. Police and Fire already had similar shifts.

This has been a great morale boost for our employees, with more work getting accomplished during the week and fewer absences from work. Also, it has turned into a great recruiting tool, as we recently had a record number of candidates for open positions, many citing the 4-day work week. There is a study on 4 day a week schedules from BYU that is a great resource for anyone wanting to move to this schedule.

**City of Lowell:** The office is 4/10 and I love it!

**City of Nyssa:** We do a half day of Friday’s and it’s working great! We found that we do not have the foot traffic on Friday’s so decided to close at 1pm every Friday.



# Work Schedule Survey

May 8, 2023

City Staff is currently looking into the work schedules of different municipalities here in Oregon. Please take a moment and complete this survey and **return by Monday, May 15<sup>th</sup>**. We value your opinion!

What is your current work schedule?

- Monday – Friday 8am to 5pm (1 hour lunch)
- Monday – Friday 7am to 3:30pm (30 min lunch)

Please rate the following work schedules in order from 1-5: (1 being the most preferred and 5 being the least preferred)

- \_\_\_ Current Work Schedule
- \_\_\_ Monday to Thursday (9 Hour Days) and ½ day Friday (4 hours)
- \_\_\_ Monday to Thursday (10 Hour Days)
- \_\_\_ Tuesday to Friday (10 Hour Days)
- \_\_\_ 4 Day Work Week- No preference if off on Monday or Friday

Are you in favor of a shorter work week? (circle one) Yes / No

If in favor, what do you think the benefits would be to you personally?

If in favor, what do you think the benefits would be to the community?

If opposed, or happy with your current schedule, please explain why?

I appreciate you taking the time to complete this survey. If you have any questions, please let me know.

Lori Ross  
City Recorder/ Municipal Court Clerk

**City Employees were asked to take part in a 4 Day Work Week Survey (EXHIBIT A) asking them to rate the following work schedules in order from 1 to 5 with 1 being the most preferred and 5 being the least preferred. The average results were as follows:**

1. Monday through Thursday (10 Hour Days)
2. Tuesday through Friday (10 Hour Days)
3. 4 Day Work Week-No Preference if off on Monday or Friday.
4. Monday through Thursday-9 Hour Days and ½ Day Friday
5. Current Work Schedule

**Some of the comments of the benefits were as follows:**

- Being able to schedule appointments Friday afternoon and be able to spend more time with family.
- Better work life balance. Specific days for appointments will reduce time off. Less stress.
- With a longer day, I feel I would get more work done without the interruption of leaving at 5pm. More time with my family.
- More personal and family time.
- Longer workdays would give me more time to finish big jobs. Better rested for the work week.
- More free time without having to use vacation time or missing work.
- I would be able to take care of appointments without taking time off.
- Less people would call in sick on 4-day work weeks.
- One free weekday allows for appointments without burning up sick time.
- Take less time off for appointments, etc.
- Ten-hour days may sound unpleasant, but a day off sounds amazing.

**Some of the benefits to our community were as follows:**

- Able to access services after regular work hours.
- Happier & healthier staff means more efficient work.
- Opportunities to reach us after 5pm and before 8am. This will be particularly helpful on shut-off and lock days and be less of an inconvenience for those customers who have had services interrupted.
- More time to support the community in the day.
- Better for longer jobs that take longer to complete.
- Being available later in the day when more citizens are home and off work.
- More time in the day to get the job done and we would be around more when people are off work.
- Benefits would stay the same with no noticeable change to the community.
- Fridays are usually very slow at City Hall. Giving the community an extra 30 minutes before and after work hours could benefit their schedules.

**If opposed, or unhappy with your current schedule, please explain why:**

- There were no employees who commented that they were unhappy with their current work schedule.

**Other comments:**

- There were two Public works employees who commented that in the summertime a four-day work week makes sense, whoever, in the winter, with the shorter daylight not so much.

EXHIBIT D

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

**THE MATTER OF APPROVING THE ANNUAL COLI INCREASE AS RECOMMENDED BY THE PERSONAL COMMITTEE**

**STAFF REPORT:**

- Exhibit A: Personnel Committee Staff Report
- Exhibit B: The Finance Officer will provide the cost of living numbers on February 13, 2024

**ACTION:     DEPENDING UPON THE NUMBERS PRESENTED BY THE FINANCE OFFICER, MOTION TO APPROVE THE ANNUAL COLI INCREASE OF NO MORE THAN 3.5% AND NO LESS THAN 3.0%**

**THIS AGENDA BILL IS DESTINED FOR:** Agenda – February 13, 2024

<b>BUDGET IMPACT</b>		
<b>COST</b>	<b>BUDGETED?</b>	<b>SOURCE OF FUNDS</b>
To be Provided	Yes – in 2024/2025	General, Street, Library, Sewer & Water Funds

**STAFF RECOMMENDATION:**  
**Staff recommends that the City Council approve the recommendations made by the Personnel Committee.**

**BACKGROUND INFORMATION:**  
Last year the City Council approved one of the highest cost-of-living rate increases that the City of Harrisburg has ever seen at 6.5%. Staff are pleased that those numbers have been reduced. Although they are still elevated, they are better than the City Council has seen over the last 3 years. The staff report shown in **Exhibit A** shows the CPI-W graph average for 2023 as 3.92%, and the Bureau of Labor Statistics at 3.4%. In addition, the Finance Officer shared a federal social security COLI of 3.2%, and the cost of inflation at 4.05%. The Personnel Committee is recommending that the City Council consider a cost-of-living increase range of not less than 3%, and not more than 3.5%. The Finance Officer will provide the cost of that increase at the meeting on Tuesday night.

Staff feels that keeping up with a cost of living is important, as is being consistent in how we apply that cost of living. Keeping up with the cost of living helps the City to remain competitive with other cities that are similar in size, or that are nearby in our region. Allowing for a cost of living helps with morale as well, and it’s important for our employees to feel that they are valued, and those employees at wage step level 8 see no other increases unless we are in a wage comparison year. However, the City also must live within its budgetary allowances. There is always a fine balance for what kind of a figure should be used in years in which the wage

analysis isn't calculated. Ultimately, the figures we use must be affordable and within budget parameters.

It's important to keep in mind that Harrisburg is fiscally conservative, and that property tax values continue to remain high. Some cities around us are making budgetary cuts, and are laying off employees, so it's extremely important for Harrisburg to closely watch all of our funds for trends. The 2024 State Shared Revenues report, (for fiscal year 2024-2025), provided by the LOC shows a slight reduction (from the previous year estimates) in per capita for gas tax, liquor revenues, and cigarette tax. Luckily, this is an approximate total of <\$1.45 per capita, or <\$3,915 from the previous year's projections. These figures are still ahead of the 23-24 fiscal revenue estimates. Property taxes as of the time of this report are \$25,000 ahead of the current year's budget.

Table 1: Decisions made in the fiscal year in the left column determine the following fiscal year budget.

Cost of Living Increase History		
2023/2024	6.50%	
2022/2023	4.50%	
2021/2022	4.50%	Decision applies to Budget Year 2022/2023
2020/2021	2.00%	Compensation & Wage Analysis
2019/2020	2.00%	
2018/2019	2.00%	
2017/2018	2.00%	
2016/2017	0.00%	Compensation & Wage Analysis
2015/2016	2.30%	
2014/2015	2.30%	
2013/2014	2.00%	
2012/2013	3.30%	
2011/2012	1.25%	
2010/2011	0.70%	
2009/2010	2.80%	
2008/2009	3.80%	
2007/2008	2.70%	
2006/2007	2.80%	
Average	2.45%	

**REVIEW AND APPROVAL**



02/07/2024

Michele Eldridge  
City Administrator

Date

# Agenda Bill Harrisburg Personnel Committee Harrisburg, Oregon

## THE MATTER OF CONSIDERING A COST-OF-LIVING SCALE FOR CITY EMPLOYEES IN 2024-2025

### STAFF REPORT:

- Exhibit A: Bureau of Labor Statistics News Release
- Exhibit B: CPI-W for 2023

**ACTION:** TBD

**THIS AGENDA BILL IS DESTINED FOR:** Regular Agenda – February 6, 2024

BUDGET IMPACT		
COST	BUDGETED?	SOURCE OF FUNDS
n/a	n/a	n/a

### STAFF RECOMMENDATION:

**Staff recommends the Personnel Committee discuss and review the figures below and provide directions to staff on next steps to take.**

### BACKGROUND INFORMATION:

Over the last three years the City has seen cost-of-living scales that continue to be higher than in the past. In February last year, the Personnel Committee decided to recommend a COLI between 5% and 6.5% to the City Council, and to see if the City’s budget could afford the higher amount. The Finance Officer found that the budget could support a 6.5% cost-of-living increase and that was ultimately the wage increase applied to employee wages in 2023-2024.

As City Council knows from the water bond financial gap, prices here in the Pacific Northwest are slightly more than elsewhere in the nation. Staff has provided the first 4 pages of the news release from the Bureau of Labor Statistics (**Exhibit A**); the all-items index is lower than last year, at 3.4% for the 12-months ending in January. (Last year, it was 6.5%) The City typically uses the CPI-W graph, and the Pacific Size Class B/C as shown in **Exhibit B**. The 12-month average for 2023 is 3.92%.

Staff feel that keeping up with a cost of living is important, as is being consistent in how we apply that cost of living. Keeping up with the cost of living helps us to remain competitive with other cities that are similar in size, or that are nearby in our region. Allowing for a cost of living helps with morale as well, and it’s important for our employees to feel that they are valued; especially those that are on Step No. 8. However, the City also must live within its budgetary allowances. Ultimately, the figures we use must be affordable and within budget parameters.

Following what we’ve done in the past, Staff could start projections within a certain range as decided by the Personnel Committee and determine whether or not the budget numbers will work for us for the next fiscal year. With the cost of living and inflation once being higher than

normal, it is important for the City to keep up with rates, so that the City isn't as impacted by higher wage increases in the future. Last year, we had initially thought we would conduct a wage comparison analysis this year, but the prices are prohibitive and there was some confusion as to when we should start the process. There was also some discussion about the possibilities of performing our own analysis, based off the reports from similar sized cities that are used in our comparison bracket. This could save considerable funds for the City, but also results in more workload for staff. Scheduling the analysis for October would likely be the best time for this report. Staff strongly recommend that we conduct our own comparison and can add funding to the contracted expenses to assist with assembling the data.

We continue to not have any real faith that the COLI numbers will continue to get better. The Personnel Committee will have some good discussion as to which direction they would like staff to take in determining a COLI for this next fiscal year, that will hopefully keep up with the costs of living while still creating an affordable budget that allows the city to meet the goals of the Strategic Plan.

Table 2: Decisions made in the fiscal year in the left column determine the following fiscal year budget.

Cost of Living Increase History	
2023/2024	6.50%
2022/2023	4.50%
2021/2022	4.50%
2020/2021	2.00%
2019/2020	2.00%
2018/2019	2.00%
2017/2018	2.00%
2016/2017	0.00%
2015/2016	2.30%
2014/2015	2.30%
2013/2014	2.00%
2012/2013	3.30%
2011/2012	1.25%
2010/2011	0.70%
2009/2010	2.80%
2008/2009	3.80%
2007/2008	2.70%
2006/2007	2.80%
Average	2.79%

**REVIEW AND APPROVAL:**



01.31.24

Michele Eldridge, City Administrator  
Cathy Nelson, Finance Officer

Date



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

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**THE MATTER OF APPROVING THE ANNUAL EVALUATION AND A PROPOSED WAGE INCREASE FOR THE CITY ADMINISTRATOR**

**STAFF REPORT:**

Exhibit A: Personnel Committee Staff Report for February 6, 2024

Exhibit B: Memo from City Administrator

Exhibit C: Red-Lined City Administrator Employment Agreement with Code of Ethics

Exhibit D: City Administrator Job Description

**ACTION: MOTION TO:**

1. **APPROVE THE ANNUAL EVALUATION FOR CITY ADMINISTRATOR, MICHELE ELDRIDGE, AT A SCORE OF 3.6 OUT OF 4; AND**
2. **APPROVE A \$5,000 WAGE INCREASE TO THE CITY ADMINISTRATOR, WITH AN EFFECTIVE DATE OF MARCH 1, 2024, PLUS THE APPROVED COLI, IF THE BUDGET ALLOWS; AND**
3. **APPROVE THE CHANGES MADE TO SECTION 4.1 OF THE CITY ADMINISTRATOR EMPLOYMENT AGREEMENT REFLECTING SALARY**

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**THIS AGENDA BILL IS DESTINED FOR:** Regular Agenda February 13, 2024

<b>BUDGET IMPACT</b>		
COST	BUDGETED?	SOURCE OF FUNDS
\$5,000	Yes	General Funds

**STAFF RECOMMENDATION:**

**Staff recommends that the City Council approve the recommendations made by the Personnel Committee.**



Agenda Bill  
**Harrisburg Personnel Committee**  
Harrisburg, Oregon

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**THE MATTER OF THE ANNUAL EVALUATION OF THE HARRISBURG CITY ADMINISTRATOR**

**STAFF REPORT:**

- Exhibit A: Performance Review Memo from Michele Eldridge
- Exhibit B: Blank City Administrator Job Evaluation
- Exhibit C: City Administrator Employment Agreement
- Exhibit D: Strategic Plan Priorities
- Exhibit E: City Administrator Job Description

**ACTION:**

1. MOTION TO GIVE THE CITY ADMINISTRATOR A RATING OF \_\_\_\_\_ OUT OF \_\_\_\_\_ AND TO FORWARD THE RESULTS OF THE ANNUAL EVALUATION TO THE CITY COUNCIL MEETING SCHEDULED FOR MARCH 12, 2024.
2. IF APPLICABLE: MOTION TO RECOMMEND TO THE CITY COUNCIL THAT THE CITY ADMINISTRATOR BE GIVEN A SALARY INCREASE OF \$ \_\_\_\_\_ FOR HER PERFORMANCE IN 2022/2023, WITH AN EFFECTIVE DATE OF \_\_\_\_\_
3. IF APPLICABLE: MOTION TO RECOMMEND TO THE CITY COUNCIL THAT THE CITY ADMINISTRATOR BE GIVEN A COST-OF-LIVING INCREASE OF \_\_\_\_\_ %, IF THE BUDGET ALLOWS
4. IF APPLICABLE: MOTION TO RECOMMEND TO THE CITY COUNCIL THAT THE CITY ADMINISTRATOR BE AWARDED A BONUS IN THE AMOUNT OF \$ \_\_\_\_\_, IF THE BUDGET ALLOWS, WITH AN EFFECTIVE DATE OF \_\_\_\_\_

**THIS AGENDA BILL IS DESTINED FOR:** Regular Agenda – February 6, 2024

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

**STAFF RECOMMENDATION:**

**Staff recommends the Personnel Committee review the evaluations of the City Administrator and make a recommendation of their findings to the City Council.**

**BACKGROUND INFORMATION:**

General Notes:

Under Oregon Statutes, all employees, including the City Administrator, have the right to hear their evaluation at an executive session. The current City Administrator believes that her job evaluation should be public, as the citizens have the right to know how this staff member is performing their job. **Exhibit A** is a memo from the City Administrator, Michele Eldridge, indicating her highlights for the last 12 months.

Annual Evaluation for the City Administrator:

Evaluations (**Exhibit B**) were distributed January 5<sup>th</sup>, 2024 to all City Employees, City Council Members and Planning Commissioners. At last year’s meeting, the Personnel Committee discussed throwing out the highest and lowest evaluations received. If that is the desire this year, it should be decided prior to opening the evaluations. The Personnel Committee should open the sealed envelopes and share the evaluations with the City Administrator. The results of the evaluations will be tallied, and a rating score will be presented to the City Council on March 12, 2024.

City Administrator Employment Agreement and Job Description:

Section 8 of the CA Employment Agreement (**Exhibit C**) requires that it is reviewed on an annual basis. There are no specific changes being suggested to the agreement at this time unless the Personnel Committee chooses to do so. If the Personnel Committee chooses to adjust her salary, that change, and any other changes will be made and brought before Council for approval at the March 12, 2024 City Council Meeting.

Section 8 of the CA Employment Agreement also references the goals and objectives established for the Administrator for that year of the evaluation. As such, the Personnel Committee will find the priority pages from the Strategic Plan for 2023-2028 in **Exhibit D**. If the Personnel Committee should wish to review the objectives in its entirety, it is available on the City’s website, or by clicking this [link](#).

Job Descriptions: There are no recommended changes to the job description (**Exhibit E**) for the City Administrator.

Salary:

The City Administrator has been in this position for three years effective February 23, 2021. Her annual salary was \$95,000 for the first two years and was increased to \$106,500 which includes a 6.5% COLI in 2023. (A bonus was provided for \$3,000 in 2022, and was provided in lieu of a wage increase).

As per section 4 of the employment agreement, bonuses, pay increases and fringe benefits may be considered by the City Council at any time. If the Personnel Committee and the City Council feel that an increase is merited at this time, we must remember that it is dependent on the City’s ability to have a budget that allows us to do so.

REVIEW AND APPROVAL:

Lori Ross 1.31.24  
Lori Ross Date  
City Recorder/Municipal Court Clerk



**MEMORANDUM**

FROM THE OFFICE OF THE CITY ADMINISTRATOR

TO: PERSONNEL COMMITTEE

FROM: MICHELE ELDRIDGE, CITY ADMINISTRATOR – HARRISBURG

SUBJECT: PERFORMANCE REVIEW

DATE: JANUARY 29, 2024

Thank you for taking the time to evaluate my work performance over the last 12 months. I appreciate the feedback and will strive to continually improve my performance, and to be pro-active with the decisions that I make on behalf of the City of Harrisburg.

Amongst many other tasks, the City Administrator is responsible for carrying out the Strategic Plan Priorities that are defined by the City Council on an annual basis. In this last year, I have dealt with many different kinds of challenges; including onerous regulatory requirements, and the ongoing priorities which include completing the Water Bond Project. We completed the work on Substantial Amendment No. 6, including the finalization of paying back the reimbursement of funds to taxing districts who requested it. I continue to work with our legislators, and on advocating on behalf of the City by joining forces with other small cities who are tired of the continued erosion of home rule. The City was challenged with revising our ordinances and policies in response to changes in the legislature in relation to homelessness, and the City has worked hard to make changes as required, but to also preserve the rights of our citizens in feeling protected in their own community.

**Advocacy for the City of Harrisburg.**

- Contacted Congressperson Lori Chavez-DeRemer’s office to assist with funding for the water bond project, as well as assistance in how and which kind of a waiver the City should file in relation to BABA. (Build America, Buy America).
- Established a relationship with Biz Oregon, and RST (Rural Solutions Team) member Laura Engstrom – Through that relationship was invited and provided with a scholarship to attend the Infrastructure Summit in Corvallis in September.
- Continued to work with staff members from Senator Ron Wyden’s office on solutions in relation to funding the gap in the Water Bond Project.
- Made a Presentation to the entire RST Team (except Laura Engstrom) in an overview of the challenges and assets that Harrisburg has, and to continue to work to resolve the water bond funding gap, as well as funding the 4<sup>th</sup> Street/Rail Improvement Project, and funding development in Eagle Park. (May 2023)
- With Scott McDowell in Brownsville, helped to establish SMAC, the Small Municipality Advocacy Coalition, a partnership with 6 other small cities, and hired Tate Public Affairs as lobbyist. Worked with a team on training for public officials and establishing a true coalition of public officials from small cities. Continuing outreach to other communities; currently working on the Cities of Coburg, and Junction City. Successfully invited the City of Monroe to join our group, becoming the 6<sup>th</sup> City of the coalition.

- Continue to work with the LOC and OCWCOG to provide more services for cities under populations of 5,000, specifically in terms of legislation and lobbying for changes that would benefit small cities like Harrisburg.
- Appointed to the 2024 LOC Water and Wastewater Policy Committee; this committee recommends legislative positions and strategies related to water supply and water quality issues, including water conservation and safe drinking water program, and the federal clean water act.
- Continue to serve as Treasurer, and participate as a member of the CWRC, (Cascade West Regional Consortium), in relation to fighting to change how the State of Oregon processes wetlands.
- Met with Representative Jami Cate a second time in order to better relay the challenges the City is facing, as well as the wonderful things in Harrisburg that make it such a great community for the people who call it home. Under the guidance from Jami and her staff members, have improved the capital request for the water bond project, and reduced the request to \$1.8M. This request has been provided to the state legislature and the Ways and Means Committee for review during the short session this year.

**Grant Funding Applied:**

**Local Government Grant Program (Small): \$75,000**

This grant was awarded in November 2023; the total project is \$96,000. This project will allow the City to build the following:

- A 43,000 sq. ft. fenced Dog Park, with parking area, and ADA access. A smaller area in the interior will be fenced for small dogs to play in.
- An ADA accessible picnic area with historical sign in relation to Morse Brothers operation of a major, and very well respected industrial company in the State of Oregon.
- An ADA accessible trail to the Willamette River, with viewpoints.
- A recreational trail for more active users, that links with the ADA pathway, and the boat landing area. Total trails in this phase are approximately 1 mile.
- Project includes a main sign at the entrance, and two additional signs that will provide information about flora and fauna in Eagle Park, as well as one based on historical information, including the Kalapuya peoples and settlers in Harrisburg.

**Oregon State Fire Marshal Grant: \$250,000 (Failed)**

Applied for a grant to improve the accessway to Eagle Park, cut out all the non-native foliage (i.e. blackberries) on the lower half of the park, and to block access for vehicles to drive through fields, and areas that are part of the reclamation process. (Grants went primarily to communities who were located near rural forest areas or had heavily forested contiguous areas through the City. (It was worth a shot!))

**Other Projects, including Business & Development:**

- Completed the close out of the HRA Grant for \$50,000 issued to I.O.O.F. Building for additional windows/door work.

- Created the Community and Economic Development Grant Program for commercial businesses outside of the HRA boundaries. Assisted property owner with a \$50,000 grant for exterior work, which was mostly related to the roofing on the building. Grant was closed in fall 2023. Depending upon how the Water Bond Project is funded, we hope that this grant fund will become a reality for the remaining businesses who would like to improve their properties.
- Working with the REAL (Rural Economic Alliance) group as the City of Harrisburg representative. (Priority Objective No. 13) Continue to work with 9 other cities to promote our regional area. Refined website and completed Strategic Plan for the upcoming year, and working towards establishment as an Economic Development Organization. (EDO). Applied for RARE Student which would have been working for all cities, but with an emphasis on Harrisburg. (Our bid for a RARE student failed.)
- Developed and started a new Business Marketing Program, providing free advertisements for Harrisburg businesses that are mailed and included with all 1,300+ utility bills. This program is paid for through the Transient Room Tax funding. Continue to work with local businesses – have promoted businesses through newsletters, Facebook posts, and Friday Updates.
- Was elected by regional business leaders to serve another 3-year term as a Tri-County Chamber of Commerce Board Member; appointed as Vice-President. (Continuing to work to attract area businesses to come to the City of Harrisburg!) Chairing the Taste of Tri-County Event as it rotates through Junction City in 2024, before it returns to Harrisburg in 2025.
- Attended the 2023 Main St. Conference, networking with program leaders in cities throughout our region.
- Attended the Northwest Women’s Leadership Academy on a scholarship from OCCMA (the Oregon City/County Managers Association). Graduated in May 2023. Now serving on educational committee of the organization; working to encourage other women leaders to move forward to City Administrators/Managers.
- Worked extensively with developers from the Butterfly Garden Subdivision, and Shadowood Subdivision; negotiated and completed two development agreements. (Priority Objective 3a) Also worked extensively to attract Hayden Homes to apply for a subdivision that is located on 7.4 acres on the south side of Sommerville Loop. That subdivision application is now pending a public hearing at the Planning Commission meeting scheduled on February 20. With consultants’ assistance, worked on corrections made to the development code that will provide more flexibility for housing development. The Castleberry Crossings Subdivision will have 53 dwelling units, extends S. 9<sup>th</sup> from Marcus Landing to Sommerville Loop, and provides a new east/west Santiam Street from S. 9<sup>th</sup> to a Sommerville Loop connection.
- 3 Land Use Cases, including 1 site plan, and 2 variances. Legislative Corrections including corrected City Code in Accessory Structures, to assist land owners with their property development in relation to the size of primary garages, paving in industrial properties, and finally, extensive code revisions which will allow more flexibility in terms of developing housing, and the ability to attract more developers into town.
- Met and created an MOU with Junction City for additional services. In negotiations with them for future municipal services.

- BNSF Franchise Agreement/Meetings: Continue to work with BNSF and now PNWR in order to keep their agreement to pay for the inner curbing and 14' of asphalt on both sides of the track. Completed MOU with BNSF, and helped negotiate a 3-year franchise agreement. Worked with City Attorney's on a replacement Construction and Maintenance Agreement that was eventually replaced with the current version. City in further negotiations with BNSF & PNWR in order to eliminate 3 crossings over the tracks, and to facilitate a major 4<sup>th</sup> Street/Rail Improvement Project.
- City Attorney Services: Created an RFP for new City Attorney services, due to retirement of current firm Brewer and Coulombe in March, 2024. In the process of obtaining new services for a City Attorney, and/or the provision of prosecution services in Municipal Court.
- Transportation System Plan (Former TSP/TGM Grant) (Objective 6), to facilitate creating TSP Master Plan, met with Public Works Director, Consultants, and ODOT Representatives. Held 2 Policy Advisory Committee Meetings with area leaders to work on objectives for a new plan, and one public meeting. Now working on survey results with consultants, on our way to a first draft of the TSP for the City of Harrisburg. This will improve Harrisburg's chances on future grants for transportation projects.
- Updated City Ordinances, including those for updates to the City Water and Sewer Ordinances. Compliments and kudos to Public Works Director Chuck Scholz for the most recent TMDL report submitted to the DEQ. (Argued with TMDL authorities on ability to sign the agreement, on whom to direct the agreement to, and how to help fund a RARE student on work to assist small cities in TMDL requirements.)
- LCSO – Continue to work on current practices, especially in relation to homelessness. Worked on modifications to current agreements as needed to address the need for additional services during special events. Held another very successful National Night Out Event with multiple taxing agencies, two law enforcement agencies, and City services being offered and focused upon, as well as feeding and entertaining Harrisburg citizens.
- Coburg Police Department – Continued to work with Coburg in modifying agreement to focus on code enforcement and local traffic patrol. Now negotiating with Coburg to provide stronger code enforcement services to benefit Harrisburg citizens.

**Park Improvements: (Objective No. 5)**

- Held a ground-braking event at Harrisburg Eagle Park with the Tri-County Chamber of Commerce and City Council members. Celebrated Eagle park and all of our plans for a regional park that benefits Harrisburg citizens and businesses, as well as all of the surrounding region!
- As noted previously, obtained a \$75,000 grant to develop a 43,000 sq. ft. dog park, ADA Access picnic area, and a little less than 1 mile in recreational and ADA accessible trails, complete with nature/informational signage, and access to the Willamette River.
- Worked with area volunteers on trail improvements, blazing a trail from the north side of the park, and providing 3 different Willamette River views. Connected trails between the north part of the park, to the ADA access way, to the main pond/future boat ramp area, and to the ADA picnic area.



- Applied for a Recreational Trail Program grant for the Harrisburg Eagle Park Trail Project at slightly under \$250K for close to 2.2 miles of trails. This grant request includes 3 trailheads, with 2 parking spots each, plus one parking lot in the middle of the 3 ponds area, and natural packed trails on the riparian edge of the Willamette River. This includes connecting with an ADA access trail, which will be blocked to traffic, and allows viewing of wildlife through the ponds area.
- Worked with Knife River to obtain a donation of concrete panels, which will form the base of the ADA spaces in Eagle Park, as well as future footpath bridges over the fish channel, and an outlet from the big pond to the river channel.
- Completed Annexation of 31 acres of the north portion of Eagle Park. Currently working with Linn County, and City Engineers, to start process of Conditional Use Permit, Riparian/Greenway Permit, and Floodplain Development Permit request for development of the southern portion of Eagle Park.

**Water Bond Project & HRA: (Objective 10):**

- As noted above, continue to communicate with citizens about the steps the City is taking in relation to the Water Bond Project. Used website notices, Friday Updates, and Newsletters for main notifications.
- Worked with congressional staff to realize that a BABA waiver requires too many conditions to make it viable for the City of Harrisburg, eliminated other funding sources as not being as useful as the SPFW funding mechanisms, and submitted funding requests to the Oregon Legislature in 2023-2024, and 2024-2025.
- Worked with Staff to develop a timeline for the next bid process, and to determine whether the City could afford a proposed \$2.2M in funding through the Special Public Works Fund, as established and recommended by Biz-Oregon. (Proposed budget in 24-25 can afford a \$2.2M loan at a 3% rate increase.)

**Street Projects: (Objective No. 7):**

- S. 9<sup>th</sup> St. was completed and is now starting to attract development on either side of the street.
- Public Works Director successful in obtaining a \$250,000 SCA grant for the 6<sup>th</sup> Street Improvement Project. (Thank you Chuck!)

**Library Projects: (Objective No. 4)**

- Library Staff (Thank you Cathy & Librarians!) followed through with the addition of a grief support program, the 2023 Multi-Cultural Festival, and a program which provides access for Library services to children outside of the city limits.

**Land Use Fees/SDC's/CIP:**

- Recently updated land use fees to reflect the new development code changes.
- The TSP project is working towards an updated program, which will update the Transportation SDC's.
- Both the Water Master Plan and Parks Master Plan had negligible changes to the current Harrisburg SDC's.



# CITY ADMINISTRATOR EMPLOYMENT AGREEMENT

**PARTIES:**

City of Harrisburg, Oregon (“the City”), & Michele Eldridge (“the Administrator”)

**RECITAL:**

The purpose of this agreement is to establish the mutual and respective responsibilities, terms, and conditions under which the Administrator will serve the City as its Administrator. Therefore, the parties agree as follows:

- 1. **DUTIES AND RESPONSIBILITIES.**
  - 1.1 The City agrees to employ the Administrator as City Administrator to perform (1) the functions and duties specified in the Charter, the Ordinances, and the resolutions of the City, (2) as required by state and federal laws, and (3) to perform other legally permissible and proper duties and functions as the City Council shall assign from time to time as more fully stated in the Job Description.
  - 1.2 The Administrator shall also serve as City Planner, Enterprise Zone manager, and Executive Director of the Harrisburg Redevelopment Agency.
- 2. **LENGTH OF EMPLOYMENT.**
  - 2.1 This employment agreement shall continue indefinitely.
  - 2.2 The City shall have the right to end this agreement at any time, subject only to the provisions set forth in Section 9 of this agreement.
  - 2.3 The Administrator shall have the right to end this agreement at any time, subject only to the provisions set forth in section 9 of this agreement.
- 3. **START DATE.** The date the Administrator will begin working for the City under this capacity is March 1, 2021.
- 4. **SALARY.**
  - 4.1 The City agrees to pay the Administrator for her services rendered an annual sum of \$111,500 plus the approved COLI for FY 2024/2025.
  - 4.2 Bonuses, pay increases, and fringe benefits may be considered by the City Council at any time.
  - 4.3 Compensation shall be paid pursuant to the City’s payroll policies and practices applicable to other city employees.
  - 4.4 Any adjustment in salary made during the life of this agreement shall be in the form of a written amendment and shall become part of the agreement.
- 5. **RESIDENCY.** The Administrator shall reside within 15 miles or 20 minutes of the City of Harrisburg within one year.

6. **HOURS OF WORK.** The minimum expected work hours for the Administrator are 40 hours per week. Effective July 1st of each fiscal year, Administrator shall receive paid administrative leave in addition to vacation, sick and holiday leave as follows:

- 5 days per year (40 hours)

Administrative leave must be taken by June 30th of each year. Unused administrative leave days will not be cashed out and will not accrue from year to year and shall be forfeited if not used.

Effective October 31st of each fiscal year, Administrator shall receive 40 hours of paid compensation.

7. **BENEFITS.**

7.1 The Administrator shall be entitled to the same benefits as provided to other employees of the City. As the Administrator is currently a senior employee with the City of Harrisburg, she will be entitled to keep her leave banks and seniority with the City, based upon the original employment date of November 30, 2001.

7.2 The City agrees to pay the Administrator \$25 per month, paid quarterly, for use of her personal cell phone in the discharge of her duties.

7.3 The City shall be a member of the League of Oregon Cities; and, the City agrees to pay for the Administrator’s membership in the Oregon City County Managers’ Association, ICMA, and OEDA.

7.4 The City agrees to pay for all costs related to attending the Oregon City County Managers’ Association annual conference, and the ICMA annual conference.

7.5 If funds are available, the City Council will consider authorizing the Administrator’s attendance at other professional development opportunities.

8. **PERFORMANCE EVALUATION.** The council shall meet annually, no later than the 15<sup>th</sup> day of March of each year, with the Administrator to discuss Administrator-Council relationships, to assess the Administrator’s job performance and to review her annual salary. Said meeting shall be in executive session unless an open meeting is requested by the Administrator. The evaluation shall be made in reference to the job description of the Administrator and goals and objectives established for the Administrator for that year of evaluation. The purposes of the evaluation are to improve administrative leadership, maintain open lines of communication, and to enhance relations between the Council and the Administrator. The Administrator shall be entitled to meet with the Council to review its evaluation and supply any information that he may deem pertinent. The mayor may assign some of the performance evaluation duties to the Personnel Committee so long as final decisions are made by the Council after the Administrator has had an opportunity to meet with the Council to discuss matters of mutual interest.

9. **TERMINATION AND SEVERANCE PAY.**

9.1 In the event the Administrator is terminated by the City while the Administrator is willing and able to perform her duties under this agreement, then the City agrees to pay the Administrator a lump sum payment equal to four (4) months of her aggregate salary and benefits.

9.2 In the event the Administrator is terminated because she willfully and repeatedly fails or refuses to adequately meet the requirements of her job description or comply with the policies, rules, regulations, and standards established by the Council in accordance with the

City Charter and which have been communicated to her, or because she commits any felony or other acts of willful misconduct connected with employment, the City shall be relieved of any responsibility to pay the severance pay referenced in section 9.1 above.

**9.3** In the event the Administrator voluntarily resigns her position while this agreement is in effect, then the Administrator shall not be entitled to severance pay in accordance with this section.

**9.4** In the event the Administrator voluntarily resigns her position with City then the Administrator shall give City two (2) month notice in advance, unless the parties agree otherwise in writing.

**9.5** If the Administrator is permanently disabled or is otherwise unable to perform her duties without reasonable accommodation because of sickness, accident, injury, mental incapacity or health for a period of ten (10) successive weeks, City shall have the option to terminate this agreement subject to the severance pay requirements of this section.

**10. ATTORNEY FEES.** In the event any action, suit, arbitration or other proceeding shall be instituted by either party to this Agreement to enforce any provision of this Agreement or any matter arising therefrom or to interpret any provision of this Agreement, including any proceeding to compel arbitration, the prevailing party shall be entitled to recover from the other a reasonable attorney fee and related costs, including appellate costs, to be determined by the Court or Arbitrator(s).

**11. ETHICAL COMMITMENTS.** The Administrator will at all times uphold the tenets of the ICMA Code of Ethics, a copy of which is attached hereto and incorporated herein. Specifically, Administrator shall not endorse candidates, make financial contributions, sign or circulate petitions, or participate in fundraising activities for individuals seeking or holding elected office, nor seek or accept any personal enrichment or profit derived from confidential information or misuse of public time.

The City shall support the Administrator in keeping these commitments by refraining from any order, direction or request that would require Administrator to violate the ICMA Code of Ethics. Specifically, neither the governing body nor any individual member thereof shall request Administrator to endorse any candidate, make any financial contribution, sign or circulate any petition, or participate in any fundraising activity for individuals seeking or holding elected office, nor to handle any matter of personnel on a basis other than fairness, impartiality and merit.

**12. AMENDMENTS.** This Agreement may be amended only by an instrument in writing executed by all the parties.

**13. ENTIRE AGREEMENT.** This Agreement sets forth the entire understanding of the parties with respect to the subject matter of this Agreement and supersedes any and all prior understandings and agreements, whether written or oral, between the parties with respect to such subject matter.

**14. SEVERABILITY.** If any provision of this Agreement shall be invalid or unenforceable in respect for any reason, the validity and enforceability of any such provision in any other respect and of the remaining provisions of this Agreement shall not be in any way impaired.

15. **WAIVER.** A provision of this Agreement may be waived only by a written instrument executed by the party waiving compliance. No waiver of any provision of this Agreement shall constitute a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. Failure to enforce any provision of this Agreement shall not operate as a waiver of such provision or any other provision.

Agreed to this 13<sup>th</sup> day of February 2024.

\_\_\_\_\_  
City of Harrisburg by Robert Duncan, Mayor

\_\_\_\_\_  
Michele Eldridge

Attachments: ICMA Code of Ethics

EXHIBIT C

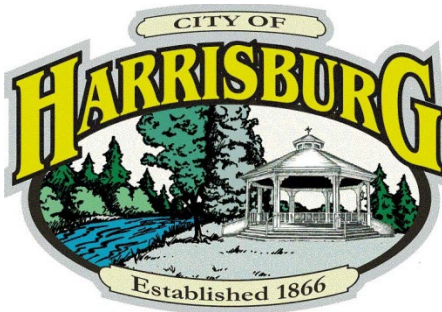
# ICMA Code of Ethics

The mission of ICMA is to create excellence in local governance by developing and fostering professional local government management worldwide. To further this mission, certain principles, as enforced by the Rules of Procedure, shall govern the conduct of every member of ICMA, who shall:

1. Be dedicated to the concepts of effective and democratic local government by responsible elected officials and believe that professional general management is essential to the achievement of this objective.
2. Affirm the dignity and worth of the services rendered by government and maintain a constructive, creative, and practical attitude toward local government affairs and a deep sense of social responsibility as a trusted public servant
3. Demonstrate by word and action the highest standards of ethical conduct and integrity in all public, professional, and personal relationships in order that the member may merit the trust and respect of the elected and appointed officials, employees, and the public.
4. Recognize that the chief function of local government at all times is to serve the best interests of all people.
5. Submit policy proposals to elected officials; provide them with facts and advice on matters of policy as a basis for making decisions and setting community goals; and uphold and implement local government policies adopted by elected officials.
6. Recognize that elected representatives of the people are entitled to the credit for the establishment of local government policies; responsibility for policy execution rests with the members.
7. Refrain from all political activities which undermine public confidence in professional administrators. Refrain from participation in the election of the members of the employing legislative body.
8. Make it a duty continually to improve the member's professional ability and to develop the competence of associates in the use of management techniques.
9. Keep the community informed on local government affairs; encourage communication between the citizens and all local government officers; emphasize friendly and courteous service to the public; and seek to improve the quality and image of public service.
10. Resist any encroachment on professional responsibilities, believing the member should be free to carry out official policies without interference, and handle each problem without discrimination on the basis of principle and justice.
11. Handle all matters of personnel on the basis of merit so that fairness and impartiality govern a member's decisions, pertaining to appointments, pay adjustments, promotions, and discipline.
12. Public office is a public trust. A member shall not leverage his or her position for personal gain or benefit.

*Adopted by the ICMA Executive Board in 1924, and most recently revised by the membership in June 2017.*





**City Administrator**  
 Position Description

**Reports to:** City Council

**Job Summary:** The City Administrator is responsible for the effective and efficient delivery of all municipal services. Work is performed under the policy guidance of the City Council who holds the employee accountable for achieving Council goals and directives.

This position is salaried and exempt from overtime wages.

**Supervisory Responsibility:** The incumbent supervises the City Recorder/Municipal Court Clerk, Finance Officer/Deputy City Recorder, Public Works Director, and Utility Billing Supervisor/Building Permit Clerk.

**Essential Duties/Functions and Responsibilities**

1. Respond with patience and diplomacy to customer questions, concerns, complaints and requests regarding city matters over the telephone, in person, and by electronic communication.
2. Keeps the Council informed of city matters. Willingly accepts direction from the Council and advice from subordinates.
3. Coordinates the activity, planning, and financial performance of all city departments.
4. Advises the City Council at all times of the affairs and needs of the city.
5. Assures compliance with the City Employee Manual, and recommends changes to the Personnel Committee.
6. Confers with department heads and others on varied operating and administrative problems.
7. Reviews departmental plans, programs, and procedures.
8. Suggests innovations and methods to improve the standard of services rendered.
9. Formulates and proposes ordinance changes and policy alternatives to the City Council.
10. Recommends citywide goals and objectives to the City Council annually in the 5-year strategic plan.
11. Attends and participates in public meetings, as required.
12. Reviews and approves personnel evaluations.
13. Responsible for all hiring and disciplinary procedures.
14. Provides training opportunities for city staff and city officials.
15. Searches for and applies for appropriate grants and administers awarded grants.
16. Advises Council members in deliberations on policy and ordinance issues.
17. Responsible for enforcing code violations and verifying that City departments are following Council policy.
18. Encourages and develops city-wide economic development projects. This includes business retention, recruitment and expansion with citizens and businesses, including commercial and industrial development in the Harrisburg Urban Renewal Agency boundaries. Actively markets the

City of Harrisburg to developers and as part of regional and state economic development projects.

- 19. Represents the city in hearings with other governmental entities.
- 20. Counsels the Finance Officer in presenting the budget proposals to the Budget Committee and the City Council.
- 21. Responsible for renewing and negotiating franchise agreements and IGA's with other governmental bodies and agencies.
- 22. Provides information to and answers questions of media representatives.
- 23. Manages Harrisburg Redevelopment Agency, Harrisburg Enterprise Zone, and the Planning and Building permit programs (see detail below).
- 24. Performs other duties as assigned.

**Non-essential Duties:**

- 1. May attend off-site trainings and conferences.
- 2. May serve as a member of the Safety Committee and other employee committees.

**Other Significant Duties:**

City Planner:

Makes recommendations to the Planning Commission and the City Council, where appropriate, on development related issues, zoning, and Comprehensive Plan matters. Provides staff support to the Planning Commission. Reviews land use application for compliance with code provisions and prepares staff reports for the Planning Commission and City Council. Works with, and advises the Contract Planner employed by the City when needed. Advises citizens on city ordinance requirements. Prepares and reviews improvement agreements between the city and developers. Advises the Planning Commission and the City Council on long range planning considerations and changes to land use ordinances. Performs field inspections of land use sites, as needed. Responsible for supervising the Building Permit Clerk and the performance of the building permits department in relation to meeting City code provisions and land use approvals and works effectively with the planning and building department the City contracts with.

Harrisburg Redevelopment Agency Director:

Oversees appropriate commercial and industrial development. Prepares agendas and provides guidance to the Agency. Works with property owners and industrial properties within the Urban Renewal District, along with state and county officials, to provide the most meaningful economic development possible.

Harrisburg Enterprise Zone Manager:

Advises the City Council on the goals and the use of the program. Provides review and approval of Authorization Applications. Works with authorized companies to ensure timely claim filing and assisting with other needs. Keeps current and prospective industries informed of the purposes of the program. Prepares reports associated with the program.

**Education, Qualifications and Experience:**

To perform this job successfully, an individual must be able to perform each of the essential and other significant duties satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability demanded by this job. Reasonable accommodation may be made to enable individuals with disabilities to perform essential functions.



**Education and Experience:** Master's degree in public administration, business administration, or planning, and five years progressively responsible administrative experience, preferably in municipal government; or, an equivalent combination of education and experience sufficient to successfully perform the essential duties of the position.

Knowledge of municipal government organizations, public financing and budgeting, personnel management, labor law, and land use planning. Abilities to appraise the quality of varied municipal services through inspection and review of work reports and effectively initiate improvements in management methods. Experience interpreting and applying laws, rules, and regulations. Ability to recognize and analyze situations, problems, and financial statements. Ability to direct supervise, and evaluate the work of others, and establish and maintain cooperative and harmonious working relationships with city officials, department heads, employees, business and government organizations, and the general public.

**Language Skills:** Ability to read, analyze, and interpret reports, legal documents and government records. Ability to respond to frequent inquiries and complaints from the public, regulatory agencies, supervisor, subordinates, members of the business community, etc. Ability to effectively present information to supervisor, public, and elected and appointed government bodies.

**Reasoning Ability:** Ability to identify and solve complex problems and deal with a variety of variables in situations where only a limited standardization exists. Ability to interpret information and instructions furnished in written, verbal, diagram, or schedule form.

**Computer Skills:** Ability to operate a computer. Expert in using word processing, spreadsheets, and government software. Ability to use email communication, geographic information systems, and other online applications and software.

**Work Relationships:** Ability to effectively delegate assignments, prioritize work, and communicate with subordinates. The employee will have frequent contact with the public both inside and outside the office environment. The employee will have frequent contact with elected and appointed government officials, and the business community. Ability to motivate employees and maintain a positive workplace. The employee is part of a team, and will contribute accordingly.

**Physical Demands:** While performing the duties of this job, the employee is regularly required to sit, stand, walk, talk, and hear. The employee will use hands to handle objects, tools, or controls. The employee is occasionally required to balance, stoop, kneel, crouch or crawl.

The employee will regularly lift and/or move objects or materials up to 10 pounds, and occasionally to lift and/or move objects up to 50 pounds. Specific vision requirements to perform this job include both far away and close up vision, color vision, peripheral vision and depth perception. The employee may be required to operate a computer up to six hours or more a day.

**Working Conditions:** Work is performed both in a climate controlled office environment and outdoors. Employee will be required to drive a city vehicle.

Attendance  
Requirements:

Work is during the daytime, with frequent evening and weekend work required. Employee is expected to be at work during the operating hours of city hall.

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Approved by the City Administrator

EXHIBIT D

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

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**THE MATTER OF APPROVING THE CONSENT LIST**

**STAFF REPORT:**

- Exhibit A: City Council Minutes for December 19, 2023
- Exhibit B: Payment Approval Report for December 2023
- Exhibit C: Municipal Court Collections Report December 2023
- Exhibit D: Municipal Court Citation Report December 2023

**ACTION: MOTION TO APPROVE THE CONSENT LIST**

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

- 1. Minutes from the December 19, 2023 City Council Meeting**
- 2. The Payment Approval Report for December 2023**

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**THIS AGENDA BILL IS DESTINED FOR:** Consent Agenda –February 13, 2024

**STAFF RECOMMENDATION:**

**Staff recommends the City Council approve the consent list.**

**Building Permits:**

December 2023:	Submitted: 11
	Issued: 13
New Homes:	0

**Residential Valuation:** \$190,000

**Commercial Valuation:** \$0.00

**2023 YTD Valuation:** \$1,417,103

*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:**

- There were no new business licenses issued in the month of December 2023

**Harrisburg Municipal Court:**

- Collection Report (**EXHIBIT C**) for the month of December 2023 is \$6,857.63 which includes \$1,640.63 from collections.
- There were 36 citations issued in the month of December 2023 for a total of 52 offenses (**EXHIBIT D**). Citations included two charges for Failure to Appear, three misdemeanor charges for Failure to Carry/Present Operator License Misdemeanor, Using Invalid License and Criminal Mischief III.

**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: Randy Klemm**

The Harrisburg and HRA Budget Committee did not meet in the month of December.  
*Next Scheduled Meeting: May 13, 2024*

**Library Board: Chairperson: Chairperson Kristi Prozialeck**

The Library Board last met on January 2, 2024. Those minutes are not yet available.  
*Next Scheduled Meeting: March 5, 2024*

**Personnel Committee: Chairperson; Kimberly Downey**

The Personnel Committee did not meet in the month of December.  
*Next Scheduled Meeting: February 6, 2024*

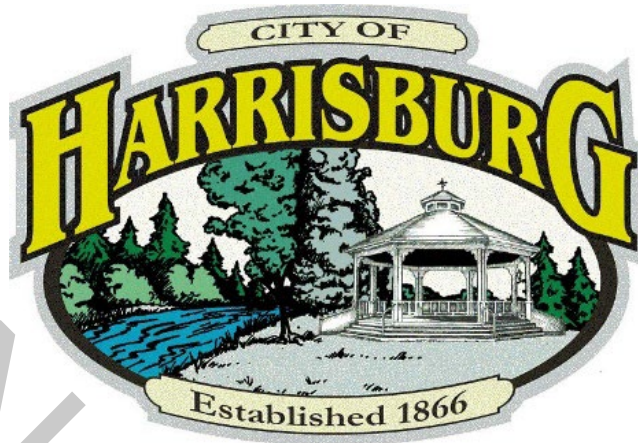
**Planning Commission: Chairperson; Todd Culver**

The Planning Commission did not meet in the month of December.  
*Next Scheduled Meeting: January 17, 2024*

**REVIEW AND APPROVAL:**

Lori Ross 01/16/2024  
 Lori Ross Date  
 City Recorder

This document is supplemented by agenda packet materials, meeting materials distributed and audio recordings of the meeting and may be reviewed upon request to the City Recorder.



City Council Business Meeting Minutes  
December 19, 2023

Mayor: Robert Duncan, Presiding  
 Council President: Mike Caughey, Present  
 Councilors Present: Randy Klemm, Charlotte Thomas and Cindy Knox  
 Councilors Absent: Kim Downey (Excused) and Robert Boese (Excused)  
 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

Mayor Robert Duncan led the Pledge of Allegiance

**CALL TO ORDER AND ROLL CALL** by Mayor, Robert Duncan at the hour of 6:32pm

**CONCERNED CITIZEN(S) IN THE AUDIENCE:**

- Reporter Edie Moro approached Council to inform them of the new Newspaper, The Tri-County Bulletin, which will start producing two volumes per month in January. Subscriptions will be available online or papers can be purchased at participating stores including Dari-Mart. Moro will be the main reporter for Harrisburg.

**THE MATTER OF MEETING WITH A MEMBER REPRESENTATIVE FROM LCSO IF ONE IS AVAILABLE:** Sergeant Frambes with LCSO reviewed the reports for October and November 2023. Some of the highlights included:

- There were social media threats made to the school, which resulted in search warrants being requested for social media accounts and phones records. LCSO is aware of who did it, but they are waiting for the results of the search warrants.
- LCSO assisted the Elementary School with a lockdown drill. It was quite successful.
- There was a standard procedure death investigation.

December 19, 2023

- A vehicle was stolen on Sommerville Lp where the car was left unlocked with the keys inside.
- Thomas commented that she was impressed with how LCSO handled the lockdown drill.

**THE MATTER OF ALLOWING A CORRECTION TO THE HARRISBURG DEVELOPMENT CODE BY APPROVING ORDINANCE NO. 1000, “AN ORDINANCE CORRECTING HARRISBURG MUNICIPAL CODE 18.75 AND 18.80”:** Eldridge reviewed her staff report stating the Planning Commission recommended making two changes to the development code in relation to paving in industrial zones and landscaping requirements. Eldridge referred to page 54-55 of the agenda, showing the new language changes for landscaping and parking requirements. Eldridge noted this ordinance is correcting mistakes and is returning to the previous zoning requirements with an effective date of January 19<sup>th</sup>.

- Mayor Duncan asked Scholz if it was better for the TMDL not to have pavement in industrial zones. Scholz replied having driveway approaches paved is better for preventing mud and dirt from entering the storm drains.
  - Klemm **motioned to approve Ordinance No. 1000, “AN ORDINANCE CORRECTING HARRISBURG MUNICIPAL CODE 18.75 AND 18.80” and was seconded by Thomas. The motion passed unanimously by a vote of 4-0.** (Yes: Caughey, Thomas, Klemm and Knox. No: None.)

**THE MATTER OF DEDICATING OLD RESERVE STRIPS BY APPROVING ORDINANCE NO. 1001, “AN ORDINANCE DEDICATING VARIOUS RESERVE STRIPS IN THE CITY OF HARRISBURG”, AND REQUESTING THEIR TRANSFER FROM LINN COUNTY:**

Eldridge reminded Council this was discussed at the last meeting. Eldridge referred to page 58 of the agenda which listed the reserved strips affected by this resolution noting that five of the properties need dedications. Eldridge stated that once approved, the next step will be to speak with Linn County. Eldridge noted that they do expect to have more parcels come up in the future.

- Thomas **motioned to approve Ordinance No. 1001, “AN ORDINANCE DEDICATING VARIOUS RESERVE STRIPS IN THE CITY OF HARRISBURG”, AND TO FORMALLY REQUEST THE TRANSFER OF THE RESERVE STRIPS FROM LINN COUNTY TO THE CITY OF HARRISBURG” and was seconded by Klemm.**
- Caughey commented that he was aware of several strips in his area and wanted to know if those would be taken care of later. Eldridge stated that they do require a surveyor’s legal description and will be addressed when needed.
- **The motion passed unanimously by a vote of 4-0.** (Yes: Caughey, Thomas, Klemm and Knox. No: None.)

**THE MATTER OF ADOPTING RESOLUTION NO. 1284, IN ORDER TO PROVIDE SUPPORT IN THE EFFORTS OF THE COMMUNITY SERVICES CONSORTIUM TO FORM A TRI-COUNTY CONTINUUM OF CARE ORGANIZATION:** Eldridge noted the resolution is the same as previously presented to Council with the exception of adding an emphasis of providing services addressing mental illness.

- Thomas **motioned to approve Resolution No. 1284, “A RESOLUTION IN SUPPORT OF ESTABLISHING A CONTINUUM OF CARE FOR THE LINN, BENTON AND LINCOLN COUNTIES REGION AND REGISTERING WITH THE UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT IN 2024” and was seconded by Caughey. The motion passed unanimously by a vote of 4-0.** (Yes: Caughey, Thomas, Klemm and Knox. No: None.)

December 19, 2023

[City Recorder notes that item number five on the agenda was presented to Council before supplemental agenda item number 4.5.]

**THE MATTER OF A PROPOSAL TO MODIFY THE CURRENT SOLID WASTE FRANCHISE RATE FOR REPUBLIC SERVICES, TO REFLECT A 1% INCREASE TO CURRENT RATES, BASED ON THE RATE REFUSE INDEX:**

Eldridge pointed out page 65 of the agenda which shows the reason's why rate increases can be approved. She also noted that if the City would like to offer a bulky waste cleanup next year, there will be an additional cost involved to residents dropping off bulky waste.

- Kenneth Larson, Municipal Administrator for Republic Services, addressed Council presenting his slide presentation as shown in **Addendum 1**. Some of the highlights included:
  - The CPI for west coast went up 5%.
  - Even though diesel rates are lower than last year, they are still high and a significant cost.
  - The 1% rate increase would amount to \$0.22 to \$0.36 for residential customers depending on the cart size.
  - The annual recycling roundup will continue as usual, although there will be a cost for bulky waste. Some suggestions for covering these costs are indicated on page 5 of **Addendum 1**, which would include 6-7 dumpsters.
  - Republic Services now has 30 Oregon dedicated customer service agents as compared to 14 last year.
- Mayor Duncan asked about the 1% rate increase for the dumpsters and if that was in addition to the proposed 1%. Larson replied that was correct.
- Mayor Duncan commented on his frustration that his glass is still not being picked up. Larson suggested getting the Republic Services App which has an updated calendar and stated that he would send a digital copy of the schedule to Eldridge to be placed on the City website.
- Larson suggested having a work session, possibly around Earth Day, to educate our residents on proper recycling.
- Klemm asked about the \$1,000 summer sounds donation. Larson commented that the check will be mailed next week.
- Thomas and Caughey are okay with the 1% rate increase, however, Caughey would like to see changes made this next year with communication and consistency with services.
  - Thomas **motioned to return with a motion in January for a 1% rate increase and was seconded by Caughey. The motion passed by a vote of 3-1.** (Yes: Caughey, Thomas and Knox. No: Klemm.)

**THE MATTER OF SATISFYING A LIEN THAT WAS RECORDED BY THE CITY OF HARRISBURG IN 2006, WHICH WAS FURTHER MODIFIED IN 2020, AND WHICH HAS NOW BEEN SATISFIED BY APPROVING RESOLUTION NO. 1285:**

Eldridge informed Council this resolution is for the removal of a recorded lien for the interest accrued for Butterly Gardens. No comments or concerns.

**Caughey motioned to approve Resolution No. 1285, " A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF HARRISBURG TO STATE THE SATISFACTION OF THE LIEN REFERENCED IN RESOLUTION NO. 857, RECORDED ON FEBRUARY 21, 2006 AS DOCUMENT 2006-04023, AND WHICH WAS FURTHER AMENDED BY RESOLUTION NO. 1226, RECORDED ON MARCH 26, 2020 AS DOCUMENT 2020-05928, FOR THE DEVELOPMENT OF PROPERTY NOW KNOWN AS THE BUTTERFLY**

December 19, 2023

**GARDEN SUBDIVISION, ALSO KNOWN AS PARTITION PLAT CS 27259" and was seconded by Klemm. The motion passed unanimously by a vote of 4-0. (Yes: Caughey, Thomas, Klemm and Knox. No: None.)**

**THE MATTER OF APPOINTING JEREMY MORITZ AND JOE NEELY TO THE PLANNING COMMISSION FOR A TERM ENDING DECEMBER 31, 2027:** No comments or concerns.

- **Klemm motioned to appoint Jeremy Moritz & Joe Neely to the Planning Commission for a term ending December 31, 2027 and was seconded by Caughey. The motion passed unanimously by a vote of 4-0. (Yes: Caughey, Thomas, Klemm and Knox. No: None.)**

**THE MATTER OF THE MAYOR APPOINTING BUDGET COMMITTEE MEMBERS TO A TERM ENDING DECEMBER 31, 2026:** No comments or concerns.

- **Mayor Duncan appointed Barb Shipley, William Percell, Marilyn Pollard and Travis Walker to serve on the Budget Committee for three-year terms set to expire on December 31, 2026.**

**THE MATTER OF INITIAL STEPS TO START PLANNING THE 2025-2029 STRATEGIC PLAN:** Eldridge informed Council we will be reviewing the 2025-2029 Strategic Plan in January. No comments or concerns.

**THE MATTER OF APPROVING THE CONSENT LIST:** No comments or concerns.

- **Thomas motioned to approve the consent list and was seconded by Klemm. The motion passed unanimously by a vote of 4-0. (Yes: Caughey, Thomas, Klemm, and Knox.) Motion to approve the consent list approved the following:**
  - **Minutes from the November 14, 2023 City Council Meeting**
  - **The Payment Approval Report for November 2023**

**CITY ADMINISTRATORS VERBAL REPORT:** Eldridge informed Council of the following:

- The RFP for a new City Attorney had been posted with a deadline of January 8<sup>th</sup>. Interviews will be scheduled for January 23<sup>rd</sup>, award date of February 14<sup>th</sup> and start date of March 1<sup>st</sup>.
- Harrisburg Municipal Court will be using a temporary City Prosecutor for the next three court sessions.
- City Hall will be closing at noon on Friday due to staff shortages for holiday time off.
- The position for Administrative Assistant was posted today.
- Ross informed Council of two openings on the Budget Committee.

**THE MATTER OF HOLDING AN EXECUTIVE SESSION UNDER ORS 192.660(1)(2)(H) TO DISCUSS A FRANCHISE AGREEMENT**

**Mayor Duncan declared an Executive Session per ORS 192.660(1)(2)(H) at the hour of 8:01pm**

**The City Council exited the Executive Session at the hour of 8:36pm and returned to the City Council Business Meeting**

**With no further discussion, the City Council Business Meeting adjourned at the hour of 8:36pm.**

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Mayor

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City Recorder





Appendix 1

# City of Harrisburg

2024 Refuse Rate Adjustment

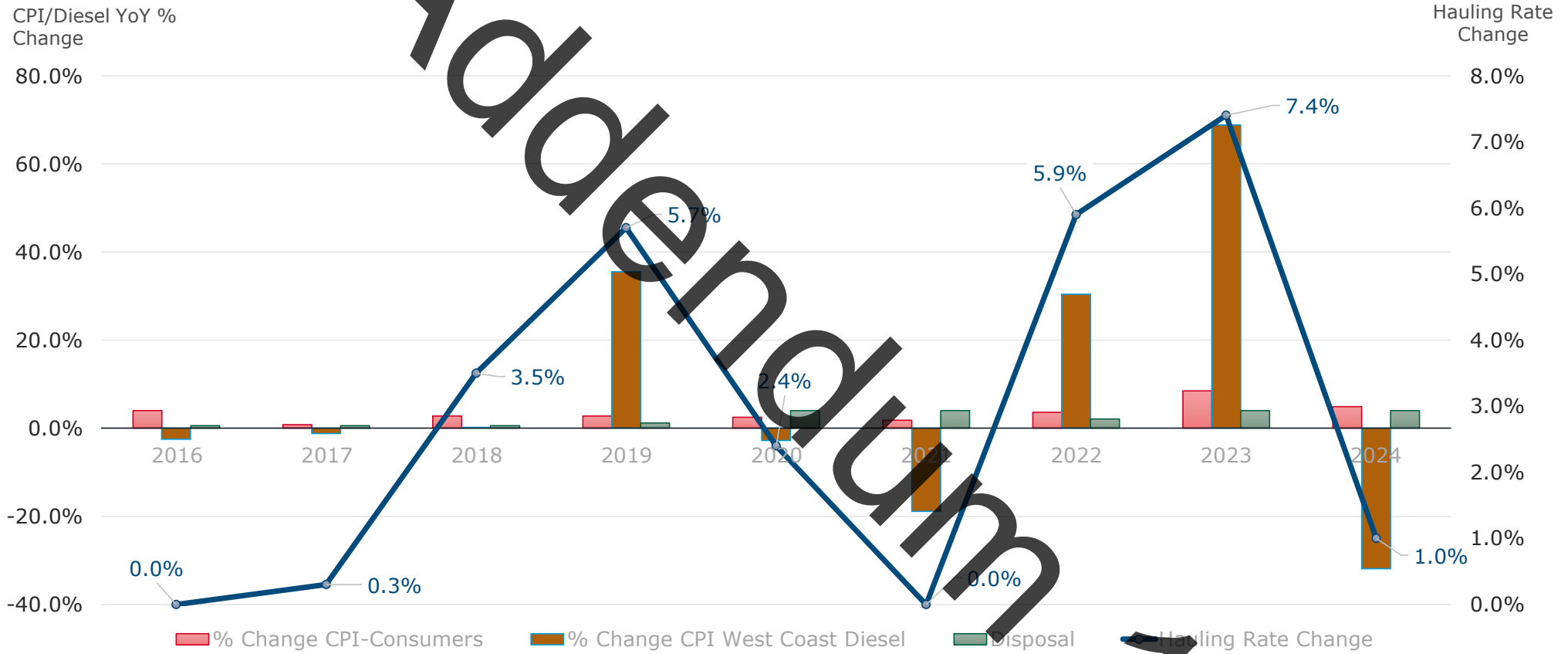
Refuse Rate Index Calculation

Republic Services - City of Harrisburg RRI

	Index: June 30, 2022	Index: June 30, 2023	% Change	Weight	Refuse Index
CPI - West Size Class B/C All Urban Consumers	178.52	187.354	4.9%	65%	3.2%
CPI - West Coast Ultra Low Sulfur Diesel	6.48	4.415	-31.9%	10%	-3.2%
Coffin Butte Disposal Rate (4.0% cap)	\$ 52.50	\$ 56.00	4.0%	25%	1.0%
				Rate Adjustment %	1.0%
					100.0%
				Adjustment Factor	101.0%

Increase amounts to \$0.22 to \$0.36 depending on cart size

### Historical Look At Rates



**Bulk Waste Event, 06-24-23**

- Filled within first hour
  - Roughly 40 tons of material hauled away
  - Donated value: ~\$4,000

**3x 30-yard dumpsters**



**Bulk Waste Event, 06-24-23**

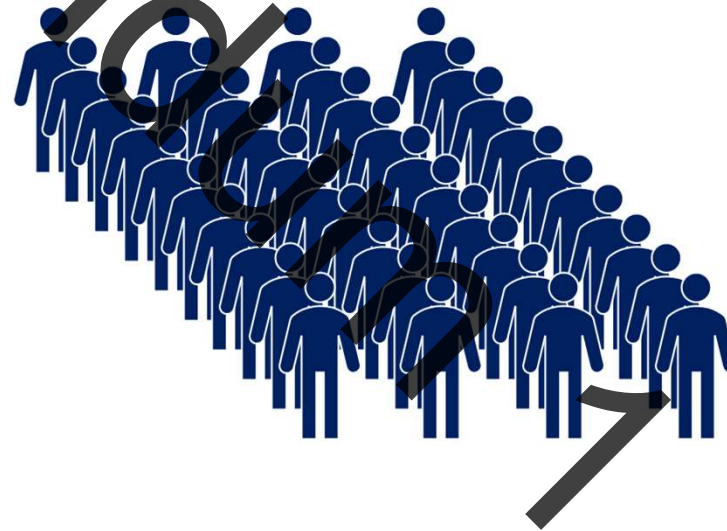
- \$6 per load fee
  - City would manage fee collection
- Bill to the City at \$6,000-\$7,000/year
- Spread across rates for an additional 1%/year
  - Additional \$.22-\$.36/month

**3x 30-yard dumpsters**



**Customer Service**

- We've hired 30 Oregon-dedicated customer service agents
- Vast majority live and work in Oregon



Address

Addendum 1

# Questions?

*klarson4@republicservices.com*

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
<b>3901</b>						
3901	Amanda Pelkey	12.29.23	Reimbursement	01/05/2024	22.98	24-60-2800
Total 3901:					22.98	
<b>1206</b>						
1206	Analytical Lab & Consultants	162970	Water Testing	12/04/2023	344.00	52-65-4200
1206	Analytical Lab & Consultants	163020	Water Testing	12/06/2023	252.00	51-65-4200
1206	Analytical Lab & Consultants	163047	Water Testing	12/07/2023	224.00	52-65-4200
1206	Analytical Lab & Consultants	163214	Water Testing	12/14/2023	70.00	52-65-4200
1206	Analytical Lab & Consultants	163357	Water Testing	12/19/2023	316.00	52-65-4200
1206	Analytical Lab & Consultants	163416	Water Testing	12/20/2023	344.00	52-65-4200
1206	Analytical Lab & Consultants	163417	Water Testing	12/20/2023	344.00	52-65-4200
1206	Analytical Lab & Consultants	163566	Water Testing	12/28/2023	344.00	52-65-4200
1206	Analytical Lab & Consultants	163567	Water Testing	12/28/2023	344.00	52-65-4200
1206	Analytical Lab & Consultants	163568	Water Testing	12/28/2023	316.00	52-65-4200
Total 1206:					2,898.00	
<b>3693</b>						
3693	Branch Engineering Inc	21057	Engineering Services	12/29/2023	585.00	10-41-4000
3693	Branch Engineering Inc	21058	Engineering Services	12/29/2023	465.00	11-42-2100
3693	Branch Engineering Inc	21059	Engineering Services	12/29/2023	5,170.00	11-42-2100
Total 3693:					6,220.00	
<b>3697</b>						
3697	Brewer and Coulombe, PC	503315	Attorney Fees	01/12/2024	684.00	10-42-2500
3697	Brewer and Coulombe, PC	503320	Attorney Fees	01/12/2024	1,692.00	10-42-2700
Total 3697:					2,376.00	
<b>3773</b>						
3773	CenturyLink	672252455	Phone Bill	01/04/2024	.22	10-69-3500
3773	CenturyLink	DEC 2023	Phone Bill	12/26/2023	44.39	52-65-3500
3773	CenturyLink	DEC 2023	Phone Bill	12/26/2023	48.04	52-65-3500
3773	CenturyLink	DEC 2023	Phone Bill	12/26/2023	46.49	51-65-3500
3773	CenturyLink	DEC 2023	Phone Bill	12/26/2023	42.31	51-65-3500
3773	CenturyLink	DEC 2023	Phone Bill	12/26/2023	48.04	51-65-3500
3773	CenturyLink	DEC 2023	Phone Bill	12/26/2023	42.84	52-65-3500
3773	CenturyLink	DEC 2023	Phone Bill	12/26/2023	48.04	52-65-3500
3773	CenturyLink	DEC 2023	Phone Bill	12/26/2023	42.31	10-69-3500
3773	CenturyLink	DEC 2023	Phone Bill	12/26/2023	44.39	52-65-3500
Total 3773:					407.07	
<b>2939</b>						
2939	Cobalt Computer Services, Inc.	27469	Computer Service	12/31/2023	632.50	40-65-8015
2939	Cobalt Computer Services, Inc.	27579	Computer Service	12/31/2023	242.20	40-65-8015
Total 2939:					874.70	



Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Amount Paid	GL Account Number
<b>4047</b>						
4047	Columbia River Contractors, Inc.	9200	Guardrail	01/03/2024	9,400.00	11-44-6000
Total 4047:					9,400.00	
<b>2720</b>						
2720	Comcast	JAN 2024	Internet Service	01/02/2024	339.61	10-60-2000
2720	Comcast	JAN 2024 LIB	Internet Service	12/23/2023	286.85	24-60-2525
2720	Comcast	JAN 2024 PW	Internet Service	01/01/2024	153.92	51-65-3550
2720	Comcast	JAN 2024 PW	Internet Service	01/01/2024	153.93	52-65-3550
Total 2720:					934.31	
<b>3913</b>						
3913	DataBar Inc	264902	W/S Utility Statements	01/04/2024	199.85	51-74-2200
3913	DataBar Inc	264902	W/S Utility Statements	01/04/2024	199.85	52-74-2200
3913	DataBar Inc	264910	W/S Utility Statements	01/05/2024	408.17	51-74-2200
3913	DataBar Inc	264910	W/S Utility Statements	01/05/2024	408.17	52-74-2200
Total 3913:					1,216.04	
<b>3966</b>						
3966	DCBS Fiscal Services	DEC 2023	State Surcharge - Building/Electric	01/01/2024	44.23	27-70-1050
3966	DCBS Fiscal Services	DEC 2023	State Surcharge - Building/Electric	01/01/2024	181.40	26-70-1050
Total 3966:					225.63	
<b>2120</b>						
2120	Enviro-Clean Equipment, Inc.	23-61894	Misc P/W Exp	12/21/2023	965.76	11-45-3000
Total 2120:					965.76	
<b>4042</b>						
4042	Ericson Electric, Inc.	13952	Electrician	01/10/2024	1,249.76	51-65-2400
4042	Ericson Electric, Inc.	13953	Electrician	01/09/2024	494.13	51-65-2400
Total 4042:					1,743.89	
<b>1946</b>						
1946	Ferguson Waterworks	1233703	P/W Misc. Expense	12/18/2023	374.00	51-65-4600
1946	Ferguson Waterworks	1238136	P/W Misc. Expense	12/07/2023	84.62	51-65-3300
1946	Ferguson Waterworks	1238136	P/W Misc. Expense	12/07/2023	84.62	52-65-3300
1946	Ferguson Waterworks	1239158	P/W Misc. Expense	12/12/2023	919.34	51-65-4600
Total 1946:					1,462.58	
<b>1947</b>						
1947	H & J Construction, Inc.	5408	P/W Misc Expense	12/26/2023	2,866.00	52-65-4600
Total 1947:					2,866.00	
<b>3813</b>						
3813	Harrisburg Harvest Festival Assoc	108241	Donation	01/08/2024	3,000.00	10-53-2900
Total 3813:					3,000.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Amount Paid	GL Account Number
<b>3662</b>						
3662	HFEA	108242	Donation	01/08/2024	3,000.00	10-53-2900
Total 3662:					3,000.00	
<b>1220</b>						
1220	Hurd's Custom Machinery, Inc.	40443	Public Works Supplies	11/29/2023	90.24	10-72-4000
1220	Hurd's Custom Machinery, Inc.	40558	Public Works Supplies	12/07/2023	322.76	10-72-6700
Total 1220:					413.00	
<b>1221</b>						
1221	Jerry's Home Improvement	230261	Misc Public Works Supplies	12/12/2023	112.85	25-65-2000
1221	Jerry's Home Improvement	230456	Misc Public Works Supplies	12/13/2023	139.90	10-72-4000
Total 1221:					252.75	
<b>4046</b>						
4046	Joshua Colwell Company	001	Attorney Fee	01/09/2024	162.00	10-42-2700
4046	Joshua Colwell Company	001A	Attorney Fee	01/09/2024	84.00	10-42-2700
Total 4046:					246.00	
<b>3968</b>						
3968	Junction City	DEC 2023	Building/Electrical Permit Fees	01/01/2024	239.59	27-70-1000
3968	Junction City	DEC 2023	Building/Electrical Permit Fees	01/01/2024	952.22	26-70-1000
Total 3968:					1,191.81	
<b>3683</b>						
3683	Keybank N.A.	DEC 2023	Misc Credit Card Charges	12/20/2023	7.77	24-60-3050
3683	Keybank N.A.	DEC 2023	Misc Credit Card Charges	12/20/2023	3.99	24-60-3050
3683	Keybank N.A.	DEC 2023	Misc Credit Card Charges	12/20/2023	231.58	23-70-2500
3683	Keybank N.A.	DEC 2023	Misc Credit Card Charges	12/20/2023	783.76	24-60-2000
3683	Keybank N.A.	DEC 2023	Misc Credit Card Charges	12/20/2023	56.57	24-60-2000
3683	Keybank N.A.	DEC 2023	Misc Credit Card Charges	12/20/2023	80.00	10-63-2100
3683	Keybank N.A.	DEC 2023	Misc Credit Card Charges	12/20/2023	23.19	52-65-3300
3683	Keybank N.A.	DEC 2023	Misc Credit Card Charges	12/20/2023	47.98	10-53-2200
3683	Keybank N.A.	DEC 2023	Misc Credit Card Charges	12/20/2023	92.90	10-53-2200
3683	Keybank N.A.	DEC 2023	Misc Credit Card Charges	12/20/2023	20.00	10-53-2200
3683	Keybank N.A.	DEC 2023	Misc Credit Card Charges	12/20/2023	14.98	10-53-2200
3683	Keybank N.A.	DEC 2023	Misc Credit Card Charges	12/20/2023	2.87	51-76-2000
3683	Keybank N.A.	DEC 2023	Misc Credit Card Charges	12/20/2023	2.87	52-76-2000
3683	Keybank N.A.	DEC 2023	Misc Credit Card Charges	12/20/2023	4.29	51-65-4600
3683	Keybank N.A.	DEC 2023	Misc Credit Card Charges	12/20/2023	4.28	52-65-4600
3683	Keybank N.A.	DEC 2023	Misc Credit Card Charges	12/20/2023	94.69	52-65-2400
3683	Keybank N.A.	DEC 2023	Misc Credit Card Charges	12/20/2023	23.19	51-65-3300
3683	Keybank N.A.	DEC 2023	Misc Credit Card Charges	12/20/2023	39.95	41-78-8170
3683	Keybank N.A.	DEC 2023	Misc Credit Card Charges	12/20/2023	165.54	52-65-4600
3683	Keybank N.A.	DEC 2023	Misc Credit Card Charges	12/20/2023	72.50	51-76-2000
3683	Keybank N.A.	DEC 2023	Misc Credit Card Charges	12/20/2023	72.50	52-76-2000
3683	Keybank N.A.	DEC 2023	Misc Credit Card Charges	12/20/2023	124.80	51-76-2000
3683	Keybank N.A.	DEC 2023	Misc Credit Card Charges	12/20/2023	124.80	52-76-2000
3683	Keybank N.A.	DEC 2023	Misc Credit Card Charges	12/20/2023	124.59	10-53-2200
3683	Keybank N.A.	DEC 2023	Misc Credit Card Charges	12/20/2023	20.00	10-53-2200
3683	Keybank N.A.	DEC 2023	Misc Credit Card Charges	12/20/2023	67.39	10-53-2200
3683	Keybank N.A.	DEC 2023	Misc Credit Card Charges	12/20/2023	40.05	10-53-2200

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Amount Paid	GL Account Number
3683	Keybank N.A.	DEC 2023	Misc Credit Card Charges	12/20/2023	20.55	10-53-2200
3683	Keybank N.A.	DEC 2023	Misc Credit Card Charges	12/20/2023	113.94	41-78-8170
3683	Keybank N.A.	DEC 2023	Misc Credit Card Charges	12/20/2023	74.82	10-60-2400
3683	Keybank N.A.	DEC 2023	Misc Credit Card Charges	12/20/2023	33.00	10-53-2200
3683	Keybank N.A.	DEC 2023	Misc Credit Card Charges	12/20/2023	6.99	10-72-4000
3683	Keybank N.A.	DEC 2023	Misc Credit Card Charges	12/20/2023	115.18	11-44-6100
3683	Keybank N.A.	DEC 2023	Misc Credit Card Charges	12/20/2023	34.26	10-72-6700
3683	Keybank N.A.	DEC 2023	Misc Credit Card Charges	12/20/2023	142.38	10-72-4000
3683	Keybank N.A.	DEC 2023	Misc Credit Card Charges	12/20/2023	80.00	10-63-2100
3683	Keybank N.A.	DEC 2023	Misc Credit Card Charges	12/20/2023	13.80	10-53-2200
3683	Keybank N.A.	DEC 2023	Misc Credit Card Charges	12/20/2023	25.00	10-53-2000
3683	Keybank N.A.	DEC 2023	Misc Credit Card Charges	12/20/2023	225.00	10-63-2000
3683	Keybank N.A.	DEC 2023	Misc Credit Card Charges	12/20/2023	225.00	10-63-2000
3683	Keybank N.A.	DEC 2023	Misc Credit Card Charges	12/20/2023	26.00	10-53-2000
3683	Keybank N.A.	DEC 2023	Misc Credit Card Charges	12/20/2023	18.94	24-60-3050
3683	Keybank N.A.	DEC 2023	Misc Credit Card Charges	12/20/2023	18.99	24-60-2000
3683	Keybank N.A.	DEC 2023	Misc Credit Card Charges	12/20/2023	24.05	24-60-2000
3683	Keybank N.A.	DEC 2023	Misc Credit Card Charges	12/20/2023	65.53	24-60-2000
3683	Keybank N.A.	DEC 2023	Misc Credit Card Charges	12/20/2023	12.57	24-60-2000
3683	Keybank N.A.	DEC 2023	Misc Credit Card Charges	12/20/2023	250.03	10-53-2200
3683	Keybank N.A.	DEC 2023	Misc Credit Card Charges	12/20/2023	9.99	24-60-3050
3683	Keybank N.A.	DEC 2023	Misc Credit Card Charges	12/20/2023	6.13	24-60-2000
3683	Keybank N.A.	DEC 2023	Misc Credit Card Charges	12/20/2023	5.34	24-60-2000
3683	Keybank N.A.	DEC 2023	Misc Credit Card Charges	12/20/2023	23.97	24-60-3050
3683	Keybank N.A.	DEC 2023	Misc Credit Card Charges	12/20/2023	24.99	24-60-3050
3683	Keybank N.A.	DEC 2023	Misc Credit Card Charges	12/20/2023	3.95	24-60-3050
3683	Keybank N.A.	DEC 2023	Misc Credit Card Charges	12/20/2023	1.00	23-70-2500
3683	Keybank N.A.	DEC 2023	Misc Credit Card Charges	12/20/2023	20.00	23-70-2500
3683	Keybank N.A.	DEC 2023	Misc Credit Card Charges	12/20/2023	18.99	24-60-2000
3683	Keybank N.A.	DEC 2023	Misc Credit Card Charges	12/20/2023	31.18	24-60-2800
3683	Keybank N.A.	DEC 2023	Misc Credit Card Charges	12/20/2023	10.83	24-60-3050
3683	Keybank N.A.	DEC 2023	Misc Credit Card Charges	12/20/2023	24.49	24-60-3050
Total 3683:					3,940.78	
<b>2644</b>						
2644	Net Assets	54-202312	Lien Searches	01/02/2024	92.00	10-53-2250
Total 2644:					92.00	
<b>1102</b>						
1102	NW Natural Gas Co.	JAN 2024	Utilities	01/10/2024	178.97	10-69-2000
1102	NW Natural Gas Co.	JAN 2024 PUM	Utilities	01/11/2024	49.46	52-65-2700
1102	NW Natural Gas Co.	JAN 2024 PW	Utilities	01/10/2024	590.32	51-65-2700
Total 1102:					818.75	
<b>1245</b>						
1245	One Call Concepts, Inc.	3120386	Locates	12/31/2023	9.10	51-65-4600
1245	One Call Concepts, Inc.	3120386	Locates	12/31/2023	9.10	52-65-4600
Total 1245:					18.20	
<b>1862</b>						
1862	Oregon DMV	L0051771947	Record Inquiry	12/29/2023	18.15	10-42-2800

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Amount Paid	GL Account Number
Total 1862:					18.15	
<b>3963</b>						
3963	OverDrive, Inc.	01093CO2400	Digital Library	01/10/2024	75.99	24-60-3200
Total 3963:					75.99	
<b>3096</b>						
3096	Pacific Office Automation	5028279268	Copier Contract	01/13/2024	162.24	52-74-2000
3096	Pacific Office Automation	5028279268	Copier Contract	01/13/2024	162.24	51-74-2000
3096	Pacific Office Automation	5028279268	Copier Contract	01/13/2024	162.23	10-60-2100
3096	Pacific Office Automation	5028279268	Copier Contract	01/13/2024	345.01	40-67-8000
3096	Pacific Office Automation	907025	Telephone	12/26/2023	110.79	52-65-3500
3096	Pacific Office Automation	907025	Telephone	12/26/2023	110.79	51-65-3500
3096	Pacific Office Automation	907025	Telephone	12/26/2023	35.21	24-60-2500
3096	Pacific Office Automation	907025	Telephone	12/26/2023	110.78	10-69-3500
Total 3096:					1,199.29	
<b>1079</b>						
1079	Pacific Power & Light Company	DEC 2023	UTILITIES	12/15/2023	48.90	52-65-2600
1079	Pacific Power & Light Company	DEC 2023	UTILITIES	12/15/2023	21.18	10-69-2500
1079	Pacific Power & Light Company	DEC 2023	UTILITIES	12/15/2023	7.78	10-69-3000
1079	Pacific Power & Light Company	DEC 2023	UTILITIES	12/15/2023	12.30	10-69-3000
1079	Pacific Power & Light Company	DEC 2023	UTILITIES	12/15/2023	16.65	10-69-3000
1079	Pacific Power & Light Company	DEC 2023	UTILITIES	12/15/2023	16.46	10-69-3000
1079	Pacific Power & Light Company	DEC 2023	UTILITIES	12/15/2023	168.03	51-65-2600
1079	Pacific Power & Light Company	DEC 2023	UTILITIES	12/15/2023	242.59	10-69-3000
1079	Pacific Power & Light Company	DEC 2023	UTILITIES	12/15/2023	19.88	10-69-3000
1079	Pacific Power & Light Company	DEC 2023	UTILITIES	12/15/2023	385.94	10-69-3000
1079	Pacific Power & Light Company	DEC 2023	UTILITIES	12/15/2023	39.62	11-44-2000
1079	Pacific Power & Light Company	DEC 2023	UTILITIES	12/15/2023	4,192.16	51-65-2600
1079	Pacific Power & Light Company	DEC 2023	UTILITIES	12/15/2023	1,188.26	51-65-2600
1079	Pacific Power & Light Company	DEC 2023	UTILITIES	12/15/2023	29.05	10-69-3000
1079	Pacific Power & Light Company	DEC 2023	UTILITIES	12/15/2023	450.20	10-69-3000
1079	Pacific Power & Light Company	DEC 2023	UTILITIES	12/15/2023	70.01	10-69-3000
1079	Pacific Power & Light Company	DEC 2023	UTILITIES	12/15/2023	1,052.08	10-69-3000
1079	Pacific Power & Light Company	DEC 2023	UTILITIES	12/15/2023	43.86	10-69-3000
1079	Pacific Power & Light Company	DEC 2023	UTILITIES	12/15/2023	135.17	10-69-3000
1079	Pacific Power & Light Company	DEC 2023	UTILITIES	12/15/2023	41.43	10-72-6700
1079	Pacific Power & Light Company	DEC 2023	UTILITIES	12/15/2023	312.59	25-65-2500
1079	Pacific Power & Light Company	DEC 2023	UTILITIES	12/15/2023	28.99	25-65-2500
1079	Pacific Power & Light Company	DEC 2023	UTILITIES	12/15/2023	54.87	25-65-2500
1079	Pacific Power & Light Company	DEC 2023	UTILITIES	12/15/2023	82.82	10-69-3000
1079	Pacific Power & Light Company	DEC 2023	UTILITIES	12/15/2023	54.46	10-69-3000
1079	Pacific Power & Light Company	DEC 2023	UTILITIES	12/15/2023	55.15	52-65-2600
1079	Pacific Power & Light Company	DEC 2023	UTILITIES	12/15/2023	143.98	52-65-2600
1079	Pacific Power & Light Company	DEC 2023	UTILITIES	12/15/2023	1,654.32	52-65-2600
1079	Pacific Power & Light Company	DEC 2023	UTILITIES	12/15/2023	66.55	52-65-2600
1079	Pacific Power & Light Company	DEC 2023	UTILITIES	12/15/2023	25.78	52-65-2600
1079	Pacific Power & Light Company	DEC 2023	UTILITIES	12/15/2023	41.71	52-65-2600
1079	Pacific Power & Light Company	DEC 2023	UTILITIES	12/15/2023	15.57	10-69-3000
1079	Pacific Power & Light Company	DEC 2023	UTILITIES	12/15/2023	406.38	10-69-2500
1079	Pacific Power & Light Company	DEC 2023	UTILITIES	12/15/2023	17.96	10-69-2500
1079	Pacific Power & Light Company	DEC 2023	UTILITIES	12/15/2023	37.84	10-69-2500
1079	Pacific Power & Light Company	DEC 2023	UTILITIES	12/15/2023	151.46	10-69-2500

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Amount Paid	GL Account Number
1079	Pacific Power & Light Company	DEC 2023	UTILITIES	12/15/2023	1,091.64	10-69-2500
Total 1079:					12,423.62	
<b>1815</b>						
1815	Right-Way Plumbing & Backflow	21130	Misc. P/W Supplies	01/04/2024	129.50	10-72-6700
Total 1815:					129.50	
<b>1658</b>						
1658	Safeguard Business Systems,Inc	9003504572	Check Costs	12/30/2023	126.96	10-60-2300
1658	Safeguard Business Systems,Inc	9003504572	Check Costs	12/30/2023	126.92	52-74-2400
1658	Safeguard Business Systems,Inc	9003504572	Check Costs	12/30/2023	126.92	52-74-2400
Total 1658:					380.80	
<b>3582</b>						
3582	Sierra Springs	217929670106	Bottled Water	01/06/2024	62.59	10-53-2200
Total 3582:					62.59	
<b>3999</b>						
3999	South Valley Automotive \$ Custo	12791	Vehicle Repair	01/05/2024	9,588.50	11-91-9900
Total 3999:					9,588.50	
<b>2927</b>						
2927	Staples Business Advantage	3554812218	Office Supplies	12/15/2023	7.43-	10-60-2300
2927	Staples Business Advantage	3554812218	Office Supplies	12/15/2023	7.43-	51-74-2400
2927	Staples Business Advantage	3554812218	Office Supplies	12/15/2023	7.43-	52-74-2400
2927	Staples Business Advantage	3555154839	Office Supplies	12/20/2023	63.65	10-60-2300
2927	Staples Business Advantage	3555154839	Office Supplies	12/20/2023	63.63	51-74-2400
2927	Staples Business Advantage	3555154839	Office Supplies	12/20/2023	63.62	52-74-2400
2927	Staples Business Advantage	3555639156	Office Supplies	12/29/2023	81.50	10-60-2300
2927	Staples Business Advantage	3555639156	Office Supplies	12/29/2023	81.48	51-74-2400
2927	Staples Business Advantage	3555639156	Office Supplies	12/29/2023	81.48	52-74-2400
2927	Staples Business Advantage	3556255317	Office Supplies	01/03/2024	46.00	10-60-2300
2927	Staples Business Advantage	3556255317	Office Supplies	01/03/2024	45.99	51-74-2400
2927	Staples Business Advantage	3556255317	Office Supplies	01/03/2024	45.99	52-74-2400
2927	Staples Business Advantage	3556979942	Office Supplies	01/13/2024	71.51	10-60-2300
2927	Staples Business Advantage	3556979942	Office Supplies	01/13/2024	71.49	51-74-2400
2927	Staples Business Advantage	3556979942	Office Supplies	01/13/2024	71.49	52-74-2400
2927	Staples Business Advantage	3556979943	Office Supplies	01/13/2024	16.54	10-60-2300
2927	Staples Business Advantage	3556979943	Office Supplies	01/13/2024	16.53	51-74-2400
2927	Staples Business Advantage	3556979943	Office Supplies	01/13/2024	16.53	52-74-2400
2927	Staples Business Advantage	3557089852	Office Supplies	01/14/2024	8.00	10-60-2300
2927	Staples Business Advantage	3557089852	Office Supplies	01/14/2024	8.00	51-74-2400
2927	Staples Business Advantage	3557089852	Office Supplies	01/14/2024	7.99	52-74-2400
Total 2927:					839.13	
<b>1144</b>						
1144	Suzan Jackson	236	Janitor Services	01/31/2024	.00	10-72-4100
1144	Suzan Jackson	236	Janitor Services	01/31/2024	.00	10-72-4100
Total 1144:					.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Amount Paid	GL Account Number
<b>3815</b>						
3815	The Franklin Press	49027	Court Supplies	01/20/2024	119.50	10-42-2800
Total 3815:					119.50	
<b>3663</b>						
3663	Water Refunds	#1157702	Utility Billing Overpayment	01/14/2024	7.72	01-1075
3663	Water Refunds	#11682.04	Utility Billing Overpayment	01/09/2024	31.13	01-1075
3663	Water Refunds	#23-T-0263	Court Refund	01/17/2024	265.00	10-42-2200
3663	Water Refunds	#267.17	Utility Billing Overpayment	01/03/2024	90.20	01-1075
3663	Water Refunds	#332.02	Utility Billing Overpayment	01/11/2024	7.99	01-1075
Total 3663:					402.04	
<b>1239</b>						
1239	WECO	CP-00256600	PW Gas Exp	12/31/2023	397.16	11-45-2000
1239	WECO	CP-00256600	PW Gas Exp	12/31/2023	463.35	51-73-2000
1239	WECO	CP-00256600	PW Gas Exp	12/31/2023	463.35	52-73-2000
Total 1239:					1,323.86	
<b>4045</b>						
4045	Wilbur-Ellis Company LLC	13485395	PW Misc Supplies	12/04/2023	451.49	25-65-2000
Total 4045:					451.49	
<b>3879</b>						
3879	Wilson Equipment, LLC	02-79397	1099 adjustment	06/13/2023	.00	11-45-2100
3879	Wilson Equipment, LLC	02-79397	1099 adjustment	06/13/2023	.00	11-45-2100
3879	Wilson Equipment, LLC	02-79397	1099 adjustment	06/13/2023	.00	51-73-2100
3879	Wilson Equipment, LLC	02-79397	1099 adjustment	06/13/2023	.00	51-73-2100
3879	Wilson Equipment, LLC	02-79397	1099 adjustment	06/13/2023	.00	52-73-2100
3879	Wilson Equipment, LLC	02-79397	1099 adjustment	06/13/2023	.00	52-73-2100
Total 3879:					.00	
<b>4013</b>						
4013	Wire Works LLC	14813	1099 adjustment	01/06/2023	.00	41-78-8010
4013	Wire Works LLC	14813	1099 adjustment	01/06/2023	.00	41-78-8010
Total 4013:					.00	
Grand Totals:					71,600.71	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Amount Paid	GL Account Number
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Dated: \_\_\_\_\_

Mayor: \_\_\_\_\_

Payment Approval Report  
Expense Account Key

City Council: \_\_\_\_\_

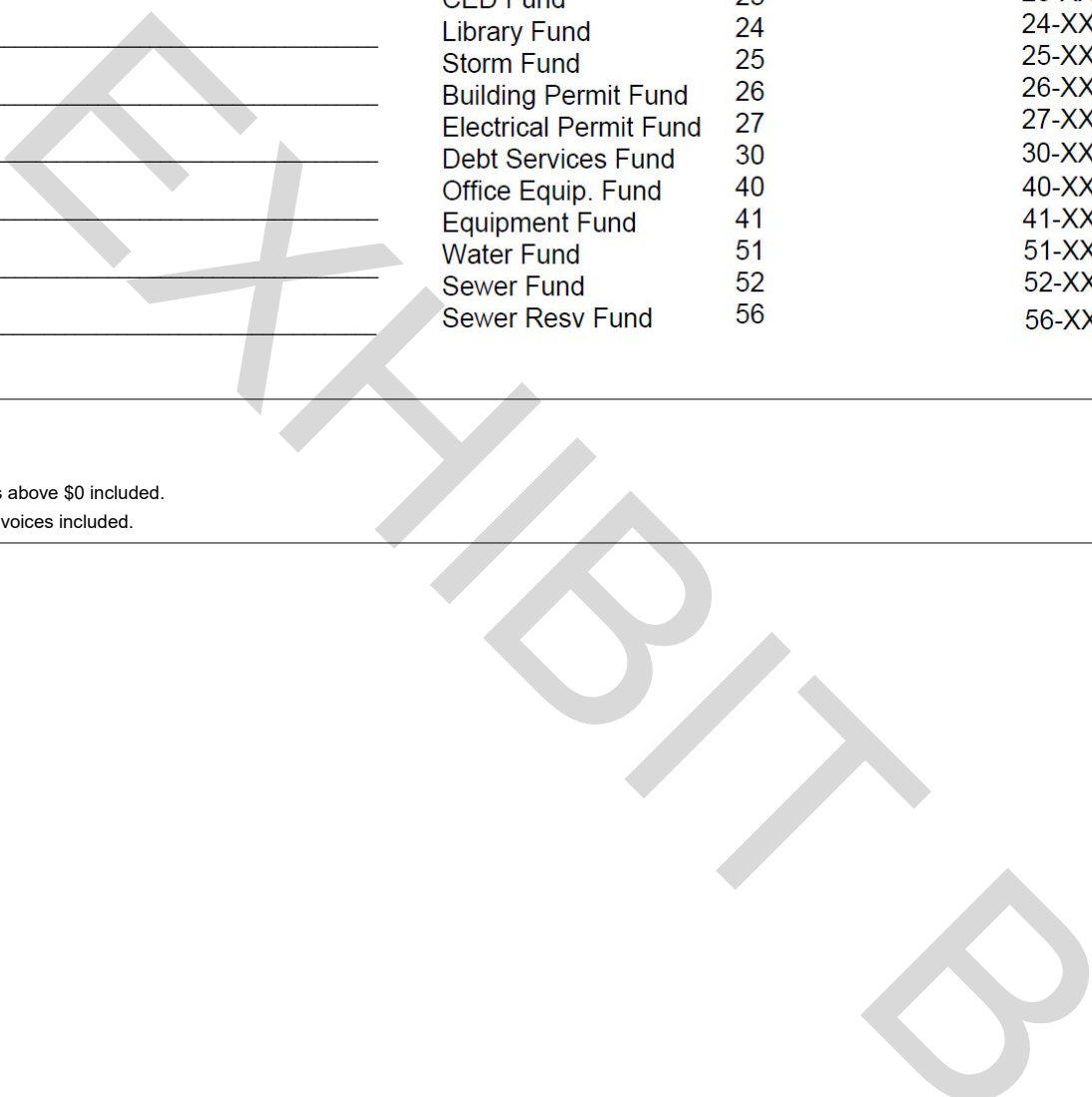
	Fund Number	G.L. Number Acct
General Fund	10	10-XX- XXXX
Street Fund	11	11-XX- XXXX
CED Fund	23	23-XX- XXXX
Library Fund	24	24-XX- XXXX
Storm Fund	25	25-XX- XXXX
Building Permit Fund	26	26-XX- XXXX
Electrical Permit Fund	27	27-XX- XXXX
Debt Services Fund	30	30-XX- XXXX
Office Equip. Fund	40	40-XX- XXXX
Equipment Fund	41	41-XX- XXXX
Water Fund	51	51-XX- XXXX
Sewer Fund	52	52-XX- XXXX
Sewer Resv Fund	56	56-XX- XXXX

City Recorder: \_\_\_\_\_

City Treasurer: \_\_\_\_\_

Report Criteria:

- Detail report.
- Invoices with totals above \$0 included.
- Paid and unpaid invoices included.



Code	Description	Count	Amount	GL Account
<b>Court Costs</b>				
AF	ATTORNEY FEE	4	146.46	
CF	COLLECTION FEE	3	320.57	
COSTS	COURT COSTS	10	584.41	
COURT FEE	CF	2	58.49	
DEF-ADJUD	DEF ADJUDICATION	7	881.02	
LPF	LATE PAYMENT FEE	9	38.81	
PA	PAYMENT ARRANGEMENT- FEE	6	45.57	
SUSP	SUSPENSION FEE	11	38.42	
WF	WARRANT FEE	10	156.75	
Total Court Costs:		62	1,957.00	
<b>Fines</b>				
DISM	CHARGE DISMISSED	1	10.39	
DIV	DIVERSION AGREEMENT	2	70.00	
GBD	GUILTY BY DEFAULT	24	2,321.63	
GUILTY	FOUND GUILTY	17	876.69	
Total Fines:		44	3,278.71	
<b>Surcharges</b>				
COUNTY	COUNTY ASSESSMENT	8	114.60	
STATE	STATE ASSESSMENT	17	557.32	
Total Surcharges:		25	671.92	
<b>Third Party</b>				
REST	VICTIM RESTITUTION	3	420.00	
Total Third Party:		3	420.00	
<b>Unapplied</b>				
	Unapplied payments	2	530.00	011095
Total Unapplied:		2	530.00	
Grand Totals:		136	6,857.63	



Report Criteria:

Case.Violation date = 12/01/2023-12/31/2023

Agency	Case Number	Citation Numbers	Violation Date	Primary Offense	Location
LCSO	23-T-0249	223798	12/03/2023	DRIVE WHILE SUSPENDED/REVOKED	699 N 9TH ST & DIAMOND HILL DR
LCSO	23-T-0255	223836	12/07/2023	FAIL TO CARRY PROOF OF INSURANCE	299 S. 3RD ST & MACY ST
LCSO	23-T-0256	223839	12/07/2023	DWS/REVOKED; DRIVE UNINSURED; FTI IID	910 S. 2ND ST & SOMMERVILLE
LCS	24-M-0001	223862	12/09/2023	CRIMINAL MISCHIEF III	550 SMITH ST
COBURG PD	23-T-0257	190252	12/12/2023	VIOLATING DESIGNATED SPEED 21-30 MPH	SOMMERVILLE LP & S. 6TH ST
LCS	23-M-0103	223894	12/13/2023	FTC/PRESENT OP LICENSE; USING INVALID LICENSE	295 N 3RD ST
LCS	23-T-0250	223895	12/13/2023	ALTERED PLATE OR DISPLAY OF	295 N 3RD ST
LCS	23-T-0253	223898	12/13/2023	FTC PROOF OF INS; DWS	799 S. 2ND ST & S. 3RD ST
LCS	23-T-0254	223899	12/13/2023	DRIVING WHILE UNINSURED	599 LASALLE ST & S. 6TH ST
LCS	23-T-0251	223900	12/13/2023	FAIL TO CARRY PROOF OF INSURANCE	349 N 3RD ST & PEORIA RD
COHB	24-M-0002	24-M-0002	12/13/2023	FAILURE TO APPEAR ON CRIMINAL CITATION	
COHB	24-M-0003	24-M-0003	12/13/2023	FTA II DEGREE	
LCS	23-T-0252	223912	12/14/2023	FAILURE TO OBEY TRAFFIC CONTROL DEVICE-SIGN	699 SMITH ST & N. 7TH ST
LCSO	23-T-0266	223913	12/14/2023	FAIL TO CARRY PROOF OF INSURANCE	302 N. 3RD ST
LCSO	23-T-0258	223950	12/18/2023	DRIVING WHILE UNINSURED	309 N 3RD ST
LCSO	23-T-0261	223952	12/18/2023	DWS/REVOKED; DRIVE UNINSURED	177 TERRITORIAL ST
LCSO	23-T-0262	223955	12/18/2023	FAIL TO CARRY PROOF OF INSURANCE	314 N 3RD ST
LCSO	23-T-0267	223958	12/18/2023	DRIVE WHILE SUSPENDED/REVOKED	316 S. 1ST ST
LCSO	23-T-0263	223964	12/18/2023	FAIL TO CARRY PROOF OF INSURANCE	340 N. 3RD ST
LCSO	23-T-0264	223966	12/18/2023	DWS/REVOKED; DRIVE UNINSURED	MCMULLEN LN & HWY 99E
LCSO	23-T-0265	223969	12/18/2023	DWS/REVOKED; DRIVE UNINSURED	573 N. 3RD ST
LCS	23-T-0268	223971	12/18/2023	FAIL TO CARRY PROOF OF INSURANCE	555 SMITH ST
COBURG PD	23-T-0269	1550	12/19/2023	DRIVE WHILE SUSPENDED/REVOKED	DIAMOND HILL DR & N. 9TH ST
LCS	23-T-0272	223972	12/19/2023	DWS/REVOKED; FTI IID	699 S. 6TH ST & LASALLE ST
LCSO	23-T-0260	223980	12/19/2023	DRIVING WHILE UNINSURED	311 S. 3RD ST
LCSO	23-T-0259	223982	12/19/2023	OPERATE VEHICLE WHILE USING CELL PHONE	23585 HWY 99E & TANDY LN
LCS	23-T-0270	224000	12/19/2023	FAILURE TO OBEY TRAFFIC CONTROL DEVICE-SIGN	453 N. 3RD ST
LCS	23-T-0271	224003	12/19/2023	DRIVE WHILE SUSPENDED/REVOKED	340 N. 7TH ST
LCS	23-T-0275	224005	12/19/2023	DWSD/REVOKED; EXP VALID STICKERS	940 DIAMOND HILL DR
LCSO	23-T-0273	224086	12/26/2023	FTC PROOF OF INS; FTR VEHICLE	699 S. 6TH ST & LASALLE ST
LCSO	23-T-0274	224090	12/26/2023	NO OPER LIC; FTC VEHICLE REG; FTC PROOF INS	808 S. 2ND ST
LCSO	23-T-0276	224122	12/27/2023	DRINKING ALCOHOL IN VEHICLE	23856 HWY 99E
LCSO	24-T-0001	224123	12/27/2023	FAIL TO REGISTER VEHICLE; FTC PROOF	508 TERRITORIAL ST
COBURG PD	24-T-0006	1891	12/28/2023	FAILURE TO OBEY TRAFFIC CONTROL DEVICE-SIGN	7TH ST & TERRITORIAL ST
COBURG PD	24-T-0007	1892	12/28/2023	FAILURE TO OBEY TRAFFIC CONTROL DEVICE-SIGN	7TH ST & TERRITORIAL ST
COBURG PD	24-T-0008	190256	12/29/2023	VIOLATING DESIGNATED SPEED 21-30 MPH	SOMMERVILLE LP & S. 6TH ST

Grand Totals:

36 TOTAL CITATIONS ISSUED FOR A TOTAL OF 52 OFFENSES